

## **Terms of being authorized contractor / painter / painter:**

1. You should have minimum 2 years of work experience being a waterproofing contractor / painter / painter.
2. You should have a team of minimum 5 workers under you.
3. Your team should be ready to adopt the new systems of waterproofing as per KABU WORLD standards.
4. Your team have to attend the training sessions regularly for learning the application system which are organized by KABU WORLD Team in your jurisdiction area.
5. You need to follow all the guidelines of the workflow as defined by KABU WORLD team.
6. You shall have to maintain the standard of communication with customer as per KABU WORLD Standards.
7. You will be allowed to participate in all the incentive schemes presented by KABU WORLD in and it would be as per the terms of usage as mentioned in the terms and conditions of incentive schemes.
8. You are not allowed to violate any terms of usage of any content / workflow of KABU WORLD brand within your tenure of being Authorized Contractor / painter.
9. You are eligible for Incentives (If any issued by the company) only if you fulfil the terms and conditions mentioned to avail the same on company website.
10. You will have to follow the workflow set by the company while working as Authorized Contractor / painter of KABU WORLD.
11. You will get your payments / commissions from the company after deducting applicable deductions as per Income Tax Law and after the payment is been received by the company from the client in case of direct billing to client by the company.
12. You will get your payments for each project as per the terms set by authorized representative / channel partner of KABU WORLD in your region.
13. You shall be terminated being Authorized Contractor / painter with a written notice without any prior intimation by the company in case of any breach of contract or violation of rules incurred by you or your employees or your representative.
14. You can also be penalised by the company in case of any violation of rules / contracts / breach of trust.
15. You are allowed to use the logo "KABU WORLD Authorised Authorized Contractor / painter" in your communication material but you will have no ownership rights for the same.

### **Every Authorized Contractor / painter has to follow the pricing and payment policies as mentioned below for the application work to be carried out by them.**

1. Rate card for all the application services provided to company will be shared with you. There shall not be any additional payment made to you from the company other than mentioned in the rate card.
2. Company will not be responsible for any issues incurred between you and your client due to default in workmanship / or any other reason.
3. All the Authorized Contractor / painters have to follow the workflow and the rates of application as prescribed by the company while dealing with the clients for premium application while promoting premium application of KABU.
4. Authorized Contractor / painters are allowed to represent the company / brand KABU WORLD during their client visit.
5. Warranty shall be issued by the company to client directly for material only for standard applications executed by any contractor / painter and for application for doing premium application. Any kind of after sales services to be provided to client for standard application will be the sole responsibility of contractor / painter and also for any premium application, authorized contractor / painter shall provide after sales service to client as required / intimated by the company.
6. There will be 2% to 5% retention amount kept by the company on the total labour payment to be made by company to authorized contractor / painter for executing premium application on behalf of company.

7. Workflow to be followed by Authorized Contractor / painters in case of promoting premium application is as follows:
- a. Authorized Contractor / painters have to share the inquiry details with the company i.e. share the client details which they have received for any kind of waterproofing work / painting work / etc. for which you need the company to do billing directly to client.
  - b. Once the company receives the inquiry, company will understand the scope of work from the Authorized Contractor / painter or through visit to the site by company representative.
  - c. Company will create the quotation along with all the terms of payment and share with the client / Authorized Contractor / painter on behalf of client.
  - d. Company will receive the payment as per payment terms from the client and instruct the Authorized Contractor / painter to commence the job by sending material.
  - e. Authorized Contractor / painter has to submit the video of ongoing work daily in morning and evening to respective representative of company with the details of workers working on daily basis. In case of non-submission of the video there will be a penalty of Rs. 500/- per day which will be deducted from the final labour payment to be paid by the company.
  - f. Authorized Contractor / painter shall have to ensure that all the workers are wearing KABU WORLD branded uniforms (If provided by the company before commencing any work) while working at the site. In case of any worker found working with the uniform there will be a penalty of Rs. 500/- per day per worker, which will be deducted from the final labour payment to be paid by the company.
  - g. On completion of the job company and once the final payment is received by the company, company will initiate the payment to Authorized Contractor / painter / application company as per the agreed value for respective projects. Any kind of advance to be paid the company for executing any labour job will be decided by the company on case-to-case basis and will be shared with the contractor / painter in written through email. If there is no communication then company shall not be liable to pay any advance to contractor / painter.
  - h. Contractor / painter shall intimate the company with before and after photos of site where they are appointed as labour contractor / painter by the company and also issue work completion letter along with their invoice to company to process the payment as per the payment terms.
  - i. All clients will have to apply for warranty certificate online on [www.kabu.world](http://www.kabu.world) to avail the warranty benefits for any type of application.
8. All the payment shall be done to Authorized Contractor / painter by the company will be after eligible deductions as per Income Tax act of India. All the payments to Authorized Contractor / painter will be transferred within maximum of 7 to 10 working days after the full payment is received from their respective project and submission of their details of commission as per the prescribed format along with their legal documents like GST certificate / pan card / etc. GST payment to Authorized Contractor / painter in case of their commission payment is to be paid through the GST invoice, will be paid only after they share the GST payment receipt within 1 to 3 months from the date of their invoice with our company. Authorized contractor / painter code number have to be mentioned in every document sent to company like invoice / quotation / etc.
9. Any liability to be borne by Authorized Contractor / painter will also be deducted / kept on hold by the company from the payments to be made to Authorized Contractor / painter for the application job done.
10. Any kind of issues between company and Authorized Contractor / painter will be solved initially through an arbitrator within the jurisdiction of Mumbai only.
11. Any kind of accidents / mishaps / loss of product during application / theft of product / legal action by client / etc. at the site will be borne by contractor / painter and will be sole responsibility of contractor / painter. Company shall not be held responsible / liable for any reason.
12. Contractor / painter should have ESIC license / Insurance to safe guard any expenses / legal charges occurred due to any incident as mentioned in point no. 11 mentioned above.
13. Any contractor / painter not following the above terms and conditions, company shall have complete right to discontinue the person / company being an authorized contractor / painter and take appropriate legal action against them for respective violation of terms. Company will have the right to publish the name of such individual / company in public forum / open forum / online / social media about cancelation of identity being an authorized contractor / painter and also the legal action taken against them. Such contractor / painter does not have any right to take action against company for any defamation against them in any court of law across India.