

MAPLE ORGTECH (INDIA) LTD
P 147, Block – G, New Alipore, Kolkata – 700053

DISTRIBUTORSHIP AGREEMENT

THIS AGREEMENT made and entered into this day of BETWEEN **MAPLE ORGTECH (INDIA) LTD**, a Company incorporated under the Companies Act, 1956 and having its regd. Office at P – 147, Block – G, New Alipore, Kolkata – 700053. and branch office amongst other places at (hereinafter collectively referred to as the “**COMPANY**” which expression shall include its successors, assigns and associate Companies) of the **ONE PART** and A sole Proprietorship Concern owned by Mr. / a Partnership Firm managed by Mr., a Managing Partner / a Company incorporated under the Companies Act, 1956 having its Registered Office at Through its Authorised person Mr..... hereinafter referred to as the “**DISTRIBUTOR**” (which expression shall include its successors and assigns) of the **OTHER PART**.

WHEREAS the **COMPANY** has agreed to sell and the **DISTRIBUTOR** has agreed to buy the products i.e. Manufactured and / or marketed by the **COMPANY** (hereinafter referred to as “the said products”) on wholesale basis in accordance with the terms and conditions contained herein.

NOW THIS AGREEMENT WITNESSETH as follows:

1. This Agreement shall commence on and form and shall remain in force until terminated in terms of Clauses 23 and 24 hereinafter appearing.
2. The Company hereby grants to the Distributor the non exclusive right during the continuance of this Agreement to purchase for resale in the Territory specified in the first schedule hereto (hereinafter called ‘the Territory’) its products specified in the second schedule hereto (hereinafter called ‘the Products’) subject to the terms and conditions hereinafter appearing. The Distributor agrees that it will not purchase similar products from any other party.

The Distributor will invoice the customer directly and all commercial terms and conditions will be the responsibility of the Distributor. However guarantee, warranty and any other terms and condition which relates to the performance of the products will have to be clearly agreed to in advance by the company before commitment by the Distributor to the customer.

3. Notwithstanding anything to the contrary that may be contained in this Agreement or in any correspondence exchanged between the parties, the relationship between the parties hereto shall be on a Principal – to – Principal basis and this agreement shall be constructed accordingly.

Any sale of the product bought by the **DISTRIBUTOR** from the **COMPANY** in terms of this Agreement shall be to the distributor's account. The **DISTRIBUTOR** shall at no point of time hold himself as an Agent of the **COMPANY** and the **COMPANY** shall not be responsible for any omission or commission on the part of the **DISTRIBUTOR**.

4. The **DISTRIBUTOR** shall have no power to bind the **COMPANY** in any contract entered by him with any party whatsoever for the sale or supply of the said product or otherwise howsoever. The Company shall not be responsible for any acts or defaults of the Distributor or of the Distributor's employees or Distributors.
5. The **DISTRIBUTOR** shall assist the **COMPANY** in advertising and sales promotion campaigns. When the Company's representatives / Sales Staff visit the area, the **DISTRIBUTOR** shall give them their best co-operation in matters relating to development of the Company's business interests. It is understood that the **COMPANY** shall not be responsible for private or personal monetary or other transactions, if any, made between the **DISTRIBUTOR** and the Company's representative / Sales Staff.
6. All Sales by the **COMPANY** of the said products to the **DISTRIBUTOR** shall be on terms and conditions as stipulated in this Agreement and shall also be subject to such other terms as may be specified on Company's official order form. Without prejudice to the foregoing, the **DISTRIBUTOR** shall discharge all obligations cast upon him / her under the various Sales Tax/Central and State, and shall forthwith furnish the necessary sales tax forms as may be required under the sales tax rules framed under such legislations. In the event of the Distributor's failure to furnish the statutory declaration forms in time, the **COMPANY** shall be entitled to recover from him the amount of sales tax becoming due from him on such account.
7. The **COMPANY** shall be entitled to suggest maximum retail price in respect of the resale or disposal by the **DISTRIBUTOR** of stocks of the said products supplied to him in pursuance of this Agreement. The **DISTRIBUTOR** shall not charge in excess of maximum retail price suggested by the **COMPANY**.
8. Neither any receipt of an order shall imply its acceptance by the **COMPANY** nor an Agreement to sell the said products at any price other than the price ruling on the date of dispatch. The date of invoice shall be deemed to the date of dispatch.
9. The **DISTRIBUTOR** shall have no right to recover from the **COMPANY**, an expenditure incurred by him in acting as **DISTRIBUTOR** of the Company's said products except such items and amount as shall have been expressly agreed to in writing by the **COMPANY**.
10. The **DISTRIBUTOR** shall make every effort to maintain supply of the said products to the retailers so as to ensure that such retailers have enough stock at any point of time for ultimate sale to the consumer.
11. While placing an order with the **COMPANY** for the said products, the **DISTRIBUTOR**

shall use the Company's official Order Form and send it in duplicate duly filled in and signed by him or by a person authorized by him in that behalf.

12. The **DISTRIBUTOR**, shall in case where credit has been extended to him honour the Payment terms, as mutually agreed and shall honour all the cheques in time, presented by the **COMPANY** for collecting the outstandings due to the **COMPANY** and the **COMPANY** shall have the right to proceed and take all the necessary civil / criminal legal proceedings including the attachment of property to recover the outstandings and in such cases the **DISTRIBUTOR** shall agree and undertake to compensate the **COMPANY** for the actual litigation expenses incurred in this regard.
13. Without prejudice, the **COMPANY** shall have the right to stipulate the mode of payment like cash, cheque, demand draft, the security of Bank Guarantee etc. and the **DISTRIBUTOR** shall make all the payments to the **COMPANY** in the manner so prescribed by the **COMPANY**.
14. If the **DISTRIBUTOR** pays the price for the said products by cheque, he shall hold the goods or the value thereof in trust for the benefit of the **COMPANY** until the full amount of the cheque is realized.
15. The said products when packed will have a net weight as indicated on the pack/bag and the price list, which shall be subject to loss of weight due to drying after packing and the **COMPANY** shall not be responsible for any such shortfall in weight of the said products.
16. The **DISTRIBUTOR** shall acknowledge the receipt of the said products dispatched by the **COMPANY** within 14 days of receipt of the said products or the receipt of the invoice for the supplies made to the **COMPANY** in writing either by way of a letter or by indicating on the face of the copy of invoice. The **DISTRIBUTOR** shall confirm within 14 days of receipt of the monthly/quarterly statements by accounts sent by the **COMPANY**. The confirmation shall be handed over personally to the **COMPANY'S** staff or shall be sent by post to the Company's unit/C & FA concerned at the address stated on the invoice. In case the **DISTRIBUTOR** fails to acknowledge the receipt or confirm the statement of account as aforesaid, it shall be deemed that the **DISTRIBUTOR** has in fact acknowledged the receipt of supplies made by the **COMPANY** and has confirmed the statement of account.
17. All orders for the said products placed by the **DISTRIBUTOR** with the **COMPANY** shall be subject to acceptance by the **COMPANY** and if an order is accepted, the **COMPANY** may deliver the said products by such mode of transport at such times and in such convenient lots and quantities as the **COMPANY** shall in its discretion decide. The **COMPANY** shall be entitled, at any time after acceptance of an order, to cancel the same in whole or in part even though it shall have been partly executed. For this purpose each lot dispatched against an order shall be deemed to be a separate contract and the failure of dispatch of one lot shall not vitiate or affect the contract as to the other lots. The

order shall be deemed to have been accepted by the **COMPANY** on the date of dispatch and only in respect of the said products actually dispatched.

18. The supplies of the said products shall be by rail, road or water, according to the availability and suitability of the mode of transport and the Company's discretion. In every mode of transport and notwithstanding the rail dispatches being railway's risk and dispatches theft, pilferage and the CIF terms being insured by the **COMPANY**, the risk of any loss or damage to or deterioration of the said products from whatever cause arising, occurring after the time of the dispatch thereof from the Company's factory, depot or C & F Agent's premises, shall be borne by the **DISTRIBUTOR** whether the order is F.O.B. factory , F.O.R. Destination; C.I.F. or ex- godown.

19. The Distributor will immediately bring to the notice of the company any improper or wrongful use in the Territory of the Company's , trade marks, emblems, designs, model or other similar industrial or commercial intellectual property rights which come to the Distributor's notice or to the attention of the Company and the Distributor in and about the execution of its duties use every reasonable effort to safeguard the property rights and interests of the Company and will assist the Company at the request of the Company in taking all steps to defend the rights of the Company other than by the institution of legal proceedings;

19. The **DISTRIBUTOR** shall take particular care in the storage of the said products in water tight godown, having a wooden flooring and in such a way that the said products are kept away from any wall so that the said products may not be damaged by the insects and /or pests of any kind. The **DISTRIBUTOR** shall also arrange for adequate insurance coverage for the products kept in the said godown/garage etc.

20. Normally the shelf life of the said product is about 3 -24 months and the **DISTRIBUTOR** Shall ensure that the said product is sold and consumed by the livestock / or farmers Within the said period after the receipt.

21. Where in order to enable the Distributor to maintain adequate sales coverage the appointment by the Distributor of Distributors or sub-Distributor is desirable the Distributor shall be entitled with the previous consent in writing of the Company to make such appointments but only on such terms as the Company shall in writing approve and the Distributor shall be at all times responsible for the acts, deeds or omissions of all persons, firms or companies so appointed. In the event of the **DISTRIBUTOR** selling the said products to any of its sub –Distributors, such sale shall be subject to the condition that the sub – distributor shall be prohibited from charging prices in excess of those laid down in the **COMPANY'S** official price list but may, at its discretion, charge prices lower than the said maximum retail prices. The Company shall not be responsible for any acts or defaults of the Distributor or of the Distributor's employees or Distributors

21. The **COMPANY** reserves to itself the right to appoint more than one **DISTRIBUTOR**

at its own discretion in the area in which the **DISTRIBUTOR** has been appointed under this Agreement. The **COMPANY** shall also have the right to sell the said product directly to any other person / Party in the said area.

22. For the purpose of reconciliation of the purchases from and payments made to the **COMPANY**, the **DISTRIBUTOR** shall render full co – operation to the **COMPANY** and shall make available for inspection records and books of accounts relating to the purchases and payments made to the **COMPANY** by him from time and shall send to the **COMPANY** a quarterly statement (cheque control statement) in the format prescribed by the **COMPANY**.
 23. In the event that there shall be substantial change in ownership of the Distributor, the Distributor shall inform the company within three days of such change. If the new management consequent to the change in such ownership is not acceptable to the Company, the Company thereafter shall have the right to determine this Agreement in its entirety upon written notice to the Distributors.
23. Notwithstanding anything contained in Clause 24 hereinbelow, this agreement may be terminated by the **COMPANY** immediately at any time hereafter on the happening of any one or more of the following events :-
- a) In the event of the **DISTRIBUTOR**, being an individual dying
 - b) In the event of the **DISTRIBUTOR** being in the opinion of the **COMPANY** (whose opinion shall be final) incapable of carrying out this agreement and the duties thereunder.
 - c) In the event of the **DISTRIBUTOR** becoming or being adjudged insolvent or making a composition with his creditors or being a **COMPANY** going into liquidation either voluntary or compulsory or in the event of the financial position of the **DISTRIBUTOR**, at any time during the currency of this Agreement being considered by the **COMPANY** (whose opinion shall be final) to be unsound.
 - d) In the event of the **DISTRIBUTOR** being a partnership firm, without the written consent of the **COMPANY** previously given, altering the constitution of the firm either by dissolution or by retirement of a partner by or taking in any new partner or partners or otherwise changing the constitution, Organisation or management of the distributor's business.
 - e) In the event of the commission by the **DISTRIBUTOR** of a fraud on the **COMPANY** in connection with this agreement or upon failure by the **DISTRIBUTOR** to carry out any stipulation contained in this Agreement for seven days being required in writing to do so by the **COMPANY**.
 - f) In the event of execution being levied upon merchandise belonging to the **DISTRIBUTOR**.

- g) In the event of any lawful authority ordering the **COMPANY** to terminate the Agreement.
24. Without prejudice to the right of the **COMPANY** to terminate the Agreement forthwith as provided in Clause 23 above, either party may terminate the agreement without assigning any reason therefore by giving to the other 30 days clear notice in writing, which notice may be sent by the registered post, telegram or cablegram, addressed to the usual place of business of the addresses and shall be deemed to have been received by the addresses at the expiry of 48 hours after dispatch, if by telegram or cablegram.
25. On termination of this Agreement, the **DISTRIBUTOR** shall forthwith return to the **COMPANY** all books, documents, papers and other property of the **COMPANY** in the possession or control of the **DISTRIBUTOR**.
- 1.1 Upon such termination the Distributor shall forthwith deliver up to the Company or otherwise dispose of as the Company directs the Products and any parts thereof the property of the Company which the Distributor may have in its possession or under its control.
- 1.2 The cost of carriage, insurance, duty and charges incurred in any such return, delivery up or other disposal shall be borne by the Company.
- 1.3 Upon such termination the Distributor shall offer for sale to the Company at a price equal to that paid by the Distributor together with cost of carriage, insurance, duty and charges thereon all products of the Company at that time the property of the Distributor and purchased by them for resale; the Company shall be under no obligation to repurchase all or any of those Products but shall notify its decision whether or not to repurchase any or all of them within three (3) weeks of the offer being made.
26. The Distributor undertakes that it will not at any time during the currency of this Agreement and within three years of termination of this agreement divulge any information in relating to the Company's affairs or business or method of carrying on business.
27. Any doubt, dispute or claim between the **COMPANY** and the **DISTRIBUTOR** connected to or arising out of this Agreement shall be subject to the sole arbitration of person / Association / Body appointed by the **COMPANY** whose decision on all such matters including questions as to his / its jurisdiction and also as the validity of the contract and any Award that may be passed by such person / Association / Body shall be final and binding on both parties. The place of arbitration shall be at Kolkata only. The provisions of the Arbitration & Conciliation Act, 1996 shall be applicable to such arbitration proceedings.
28. This Agreement has been signed and executed at The **DISTRIBUTOR** agrees that the place of payment for all products sold or supplied to him by the **COMPANY** under this Agreement is the City of and that any suit to enforce the rights of either party under or in respect of this Agreement shall be instituted in and tried by a competent court in the City of and in no other court and the **DISTRIBUTOR** further expressly agrees to submit to the jurisdiction of such court.

29. This agreement supersedes all agreements between the parties hereto or between the **DISTRIBUTOR** and any other **COMPANY** to which the **COMPANY** is the successor.

IN WITNESS WHEREOF the parties hereto have duly executed these presents the Day – month and year first above written.

SIGNED AND DELIVERED by the withnamed.

Maple Orgtech (India) Ltd.

In the presence of

1. Name

Signature

2. Name

Signature

SIGNED AND DELIVERED by the withnamed

In the presence of

1. Name

Signature

2. Name

Signature

ANNEXURE – TERRITORY

As a distributor of Maple Orgtech (India) Limited you will be authorised to serve customers of following area:



Please Enclose Following Documents:

1. Proof of Address
2. Identity Proof
3. Trade license copy
4. Vat number /TIN number