Dealership Aggreement





assigns, executors, administrators, heirs and legal representatives) of the OTHER PART.

WHEREAS

- A. The Company is engaged in the manufacture/sale of insulated PUF Panels, Mineral wool insulated Panels and relevant accessories, thereof (hereinafter for the sake of brevity called "The Company's Product") and
- B. In order to ensure an adequate supply of quality products at prevailing prices and to render proper and adequate after sales services to the consumers [Roofing Contractors, PEB Structure Manufacturers, Principal Building Contractors, (collectively referred to as 'Customers') the Company intends to appoint dealers for the sales and service, of the Company's products.
- C. The Company has agreed to appoint the Dealer for carrying out the sale and service of the Company's products alone in the agreed area of operation on the terms and conditions, mutually agreed, as herrinafter set forth.





NOW THIS AGREEMENT WITNESSETH AS FOLLOWS AND BOTH THE PARTIES HERE TO AGREE AS FOLLOWS:

1. The Company agrees with the Dealer for his acting as the authorized dealer solely for the purpose of sales and providing after sales service of the Company's products at Telangana State for a period of 36 months (Three Years) from the date of agreement, Wherein the Dealer intends to maintain facilities in accordance with the Company's specification for carrying on sales of the Company's products and rendering after sales services for the said Company's products in Telangana State. It is agreed that in Operation, the Dealer will be primarily responsible for the best conduct of business and for providing constant encouraging business results to the fullest satisfaction of the Company, Sales Volume achievement will be seen as the most critical factor in assessing the Dealer Performance. The volume of Sales to be effected by the dealer in the area of operation shall he fixed/reviewed by the Company every three months. The Company shall however, in the absolute and unfettered discretion be entitled to appoint any other





dealer or make direct sales and service in the aforesaid.

Area of Operation.

- The Dealer assures the Company and undertakes that the Dealer shall maintain to the satisfaction and norms and specifications of the
 - A minimum stock of _____ 5000 ___ Sq.Mtrs
 of the Company's products to fulfill the
 customer's day to day demand
 - Trained and adequate personnel for sales and services as per Company's norms.
 - ci Proper books of accounts.
 - f) Facilities to render after sales services to the customers for Company's product at the existing/proposed center(s).
 - e) periodical status reports of the sales and service of the Company's products in the format as prescribed by the Company from time to time.





 Records of statutory compliances under applicable laws including labour welfare laws for the Dealer's workmen.

> Any deviation, departure and/or failure on the part of the Dealer in carrying out their duties/ obligations/responsibilities in the manner as prescribed by the Company under the Agreement shall be construed as default/misconduct on the part of the Dealer and the Company is at liberty to take appropriate action/measures necessary for protection of its rights/interest/title and properties and the Dealer hereby confirms the same. However, the Dealer shall be solely responsible for non-compliance of applicable statutory law including the applicable labour law.3. However, Dealer shall be entitled to charge a lower price(s) than that determined by the Company from time to time. The dealer can however subject to the clause 8(b) hereof, charge in addition, all taxes and statutory levies payable on the sale of the Company's products.



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The rates for the supply of the Company's products will be in accordance with the prevailing price last. The same will be reviewed every quarter and liable to change with the fluctuations in the raw material prices and other inputs. In case of any major changes in the raw material prices during the said quarterly period. The Company at its discretion may revise the rates for the supply of the products.

- 4. The Dealer shall always endeavour to promote the sale of the Company's products in the Area of Operation and in such endeavour shall maintain in a stock of such products in such quantities as may be transonably deemed necessary by the company from time to time in order to cater to the needs of the consumers in the area contiguous to the dealer's Area of porecation.
- 5a. The Dealer undertakes to keep the Company informed and advised about the sales and after sales services activities at the time, and in a manner as may be directed by the Company from time to time.
- b. The Dealer further undertakes to allow the Company, its servants and agents, at all times, without notice during the normal working hours to enter into





and take inspection of a center(s) and check all products, sales and after sales services, facilities, Sale registers, Account Registers, Service records, records of statutory compliance act and to take symopsis, extracts and copies thereof.

Trade Marks & Intellectual Property Rights:

- a) During the term of this Agreement, Dealer is authorized to display the Company's permitted Trademarks, Logos for the purpose of advertisement, saics premotion of the Company products provided always that such use is in accordance with guidelines set by the Company from time to time.
- b) Dealer shall not use or permit to use under any circumstances whatsoever such brands, Trademark and logo as part of the business name of Dealer, except as may be permitted by the Company in writing.
- c) Nothing in this Agreement shall give the Dealer any interest or right in any manner in any trademark, logo or trade name, patent right, model name right or copy right belonging or licensed to the



