

## **TERMS & CONDITIONS FOR SUPER STOCKIST & DISTRIBUTORS**

1. That Super Stockist while selling the principal's goods will not make any representation in the trade or give any warranty other than those committed in the Principal's brochure or confirmed in writing by the Principal.
2. The stock from Super Stockist towards the Company will be sent on F.O.R. destination basis with transit insurance.
3. That Super Stockist will sell the goods of the Principal only to the authorized Distributor and as per the price list given by the Principal from time to time. That Super Stockist will keep the record of sales & stocks and shall submit all such details deemed necessary every fortnightly.
4. That the Super Stockist will make payment for **Pukhraj Hair Oil** in favour of

### **ALKUSH INDUSTRIES, - Haridwar**

Bank Name: **STATE BANK OF INDIA**, Ranipur Branch, Haridwar

Account No.: **10667995844**

IFSC Code No. **SBIN0000586**

**AND**

For **Detergent and Cleaning (Lumo, Shine-X, Fab-X, Evos)** product in favour of

### **ALKUSH INDUSTRIES PVT LTD, - Daman**

Bank Name: **STATE BANK OF INDIA**, Kavi Khabardar Branch, Nani Daman, Daman

Account No.: **31714856267**

IFSC Code No.: **SBIN0000514**

5. The Super Stockist will execute all orders received from the Distributors within 2 Days on receiving the order.
6. That the Principal will give a replacement of the defective goods if the same is found defective due to manufacturing process. All such replacements will be sent to Super Stockist, within a reasonable time. This replacement statement should be submitted to the principal every month.

7. That the Super Stockist Total Margin for **Pukhraj Hair Oil** 6% (Margin) + 2% (Freight) =Total 8%.AND for Cleaning (**Lumo, Shine-X, Fab-X, Evos**) Product 6% (Margin) + 2 % (Freight) =Total 8%.
8. That Super Stockist will submit following documents regularly: -
  - a. A monthly consolidated statement as per the prescribed format of principal.
  - b. Monthly sampling statement, trade promotion and offer statement etc. (if any).
9. The parties reserve rights to enforce the terms and conditions or the provisions of this agreement at any time at the non-compliance of the provisions of this agreement.
10. No modification or amendment of this agreement shall be binding unless agreed to by the parties in writing.
11. The agreement will be governed by the laws of India.
12. Any financial transaction carried out with the field staff or personnel of the principal in any form will be treated as a personal transaction between the Super Stockist and the concerned individual  
The Principal will not be liable for any such transaction
13. The second party will hold the stock and the goods and all the records and documents pertaining to the transaction absolutely in proper order and harmless. The principal shall not be liable towards any dispute, damages or cause of action arose between Super-Stockist and distributors and super retailers etc.
14. If Super Stockist fails to comply with the terms and conditions of the agreement or unable to perform the business in the stipulated areas under this agreement, his appointment as Super Stockist can either be amended or reduced or cancelled by giving two weeks' prior notice.
15. It is agreed that principal shall not be liable towards any delay, breach or failure in complying with the terms and conditions of this agreement caused due to the act of God, Fire, Floods, Explosions, War, Civil commotion, Strikes, Lockout and statutory prohibitions etc.

16. In case, Super-Stockist wishes to terminate this agreement, he will have to serve two months prior notice containing the reasons for terminating the agreement and in such situation, the principal shall have every right to appoint another Super Stockist and before the expiry of the notice period, the Super Stockist will hand over all the records and due payments to the principal and Super Stockist will be fully responsible to settle entire accounts relating to the transaction under this agreement.
17. The Company and Super Stockist will be Responsible for sale growth. Company will be available P.O.P. and Adverting Material. Sales staff will be appointed by the company but observation by Super Stockist.
18. The Principal reserves the right to terminate the agreement with Super Stockist hereinbefore the expiry of the term and in such case, the Principal will have authority to transfer the due stocks as per his records to another Super Stockist and the settlement of any type of dues will be made before the termination of the agreement.
19. Arbitrations: In the event of any dispute, controversy or claims arising out of or relating to this agreement or the breach, termination or invalidity thereof, the parties shall endeavour to resolve the same in an amicable manner in consonance with the spirit of the transaction recorded in this agreement. If, however, parties fail to resolve such dispute through discussion as above, the same shall at the request of either party, be referred to and settled by arbitration in accordance with. The provisions of Arbitration and Conciliation Act, 1996. The place of Arbitration shall be at DAMAN and the language to be used in such Arbitration Proceedings shall be English. Any judgment, decision or award of the Arbitrator shall be final and binding on the parties and shall be enforceable in any court of competent jurisdiction.