

DEALERSHIP AGREEMENT — POLICY

This agreement is made on this _____ day of _____ between M/s Jyoti Limited. An existing Company under the Companies Act, 1956, having its Registered Office situated at Industrial Area, Vadodara 390 003(hereinafter called the **Jyoti**) of the one part and M/s..... a PROPRIETORSHIP / PARTNERSHIP firm registered under the Proprietorship Act having its office at (hereinafter called **The Party**) of the other part.

WHEREAS Party is desirous of appointed as an authorized Dealer for the sale of products (AC Motors) of the Agreement and such other products as may be agreed from time to time and Jyoti is willing to appoint this Party as a non-exclusive authorized dealer for sale of these products i.e. AC Motors on the mutually agreed terms and conditions as below:

Commencement and duration:

The Agreement shall operate from 01/06/2012 and shall continue upto 31/03/2013 unless terminated by either party.

- Covered Products : AC Motors
- Territory : For Districts of State
- Target : AC Motors target upto 31/3/2012 Minimum Rs.____ lacs net exclusive of taxes and duties.

Deposit :

The Party has agreed to deposit an interest free deposit of Rs. 10,000/- (Rupees Ten Thousand only)

Relationship between parties hereto:

The relationship between Jyoti and the Party is on the principal to principal basis and this agreement is not to be construed as an agency or proprietorship of any kind between the parties hereto.

The Party will be responsible:

- To promote and safeguard the marketing interest of Jyoti make AC Motors
- The Party will also be responsible for keeping a close tract of various tenders/enquiries that may be floated from time to time for AC Motors in order to ensure that they quote against the tenders / enquiries in time. They will be generating enquiries for the products covered under this agreement.
- The Party agrees to keep in his employment necessary technical staff capable of marketing / servicing AC Motors.

- Under the terms of this agreement, The Party agrees to maintain at its cost a proper and well kept sales office. The party will take appropriate Sales Promotional efforts including advertising direct mail publicity, Seminars and activities carried out by The Party and expenses incurred in each contract year shall be furnished to Jyoti on half yearly basis. The party agrees to pay on demand its contribution as may be mutually agreed, towards Jyoti's overall advertising and Publicity efforts.
- The Party will be responsible for all losses incurred by Jyoti on account of refusal or non-payment of amount payable for goods sent to The Party or to their clients. The Party shall be responsible to make payment to Jyoti in such cases.
- The Party agrees to keep a reasonable stock of the products covered in this Agreement and also spare parts thereof as may be necessary.
- The Party shall treat as strictly confidential all sales and engineering data received by them under the terms of this agreement. Those sales and engineering data shall , however, remain the exclusive property of Jyoti.

Company's responsibility:

- Jyoti shall provide the required technical data/information to the Party for preparing the quotations in time and for getting the orders.
- Jyoti shall provide sufficient numbers Sales promotion brochures / product catalogues to Party every year. However, the additional quantities if required will be on chargeable basis.
- Jyoti shall supply the material within the mutually agreed delivery period.
- In the event of Jyoti quoting directly against enquiries generated by Party or where Jyoti specifically request party to follow up a particular quotation, and if such quotation materializes into an order, party will be entitled to get commission on FOR Vadodara prices exclusive of taxes and duties etc. of the order value. The commission percentage will be decided on case to case basis before quoting to the customer.

Termination & validity of agreement

- Either party to the Agreement can terminate the Agreement by giving to the other party two Calendar months' prior notice in writing.

Place:

Date:

For Party's Name
Signature:

For JYOTI LIMITED
Signature:

Name
Designation

Name:
Designation

CST./TIN Registration No.

CST./TIN Registration No.

I.T. PAN No.

I.T. PAN No.

Bankers Name

Bankers Name

(Partnership/Proprietorship
Agreement/Registration copy
attached.)

STANDARD COMMERCIAL TERMS

STANDARD COMMERCIAL TERMS FOR NORMAL ORDERS AND ORDER ACCEPTANCE

For ease of operation, following standard Commercial Terms and Conditions will be applicable for various standard orders

Price list – Latest Price list as furnished by Jyoti from time to time
Discount - Jyoti will inform from time to time

Price basis will be Ex-Jyoti works

Excise Duty – Excise Duty will be charged extra as applicable at the time of dispatch.

Central Sales Tax -Extra at actuals prevailing at the time of dispatch

Payment terms: _____% as advance alongwith order and balance with full taxes and duties within 30 days from the date of dispatch or as discussed and agreed by Jyoti from time to time/case to case basis.

Conditions for dispatching a consignment:

Mode of Transport : By Road
Freight : To pay / paid
Insurance : To be arranged by Party
Road Permit : Wherever involved Party will furnish the road permit, either alongwith the order or well in advance before actual delivery of the consignment

Transporter : In case of a specific Transporter specified by the end user then the list of approved Transporter (by the end user) will be furnished alongwith the order by Party.

Dispatch Basis : Transporter's Godown at destination
Part shipment : Jyoti is allowed to do part shipment unless otherwise specified in the order

Octroi : Will be borne by party at actual

Guarantee: Unless otherwise specified, the material despatched will be covered 18 months from the date of dispatch or 12 months from the date of commissioning whichever is earlier