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Non-Exclusive Distributor Agreement

This Non-Exclusive Distributorship Agreement ("Agreement") is made and effective this 16/04/2015 (Date), by and between ("Distributor") **XYZ Enterprises Reg. Office – ABCD, Pin- xxxxxx** (Name and Address) and ("Manufacturer") **RST ECOENERGY PRIVATE LIMITED, Reg. office-Sahaspura Purshottampur, Mirzapur UP-231305** (Name and Address). Manufacturer desires to appoint Distributor, and Distributor desires to accept appointment, as a non-exclusive distributor of Manufacturer's products within a defined area as set forth herein.

Therefore, in consideration of the mutual agreements and promises set forth herein, it is agreed:

1. Rights Granted.

Manufacturer hereby grants to Distributor the non-exclusive right, on the terms and conditions set forth herein, to purchase, inventory, promote and resell "Manufacturer's Products" (as defined below) within the following area (the "Territory"): Nothing herein shall prevent or prohibit Manufacturer from selling any of Manufacturer's Products to other distributors or directly to customers other than the ones as listed as follows:

District- PQRS

2. Products.

The term "Manufacturer's Products," in this Agreement, shall mean the products, related service parts and accessories manufactured and/or sold by Manufacturer as follows:

RST LED Lighting Product, RST Wire and RST Upcoming/ Future product.



3. Terms of Sale.

All sales of Manufacturer's Products to Distributor shall be made pursuant to this Agreement at such prices and on such terms, as Manufacturer shall establish from time to time with at least thirty (30) days written notice. All prices are FOB Manufacturer's plant or warehouse location, unless otherwise stated in this Agreement. Risk of loss due to damage or destruction of Manufacturer's Products shall be the responsibility of the Distributor after delivery to the carrier for shipment. Manufacturer will select the shipper unless Distributor requests a reasonable alternative. All orders are subject to acceptance by Manufacturer. Except as otherwise expressly agreed by Manufacturer in advance, this Agreement shall control all aspects of the dealings between the parties with respect to the Manufacturer's Products and any additional or different terms in any Distributor order are hereby rejected unless the parties specifically agree to them in advance of shipment and mutually sign another agreement to that effect.

4. Payment.

Initially 100% advance payment (50% during order and remaining 50% before dispatch) for 2-3 times purchase order. Manufacturer provides you credit based payment after third order (it's depends on as per order basis for credit).

Distributor shall pay all charges due hereunder within thirty (30) days after the date of Manufacturer's invoice. Payment shall be made as shown on the invoice. Manufacturer may impose a late payment charge of one percent (12.5%) per month on any overdue unpaid balances.

5. Marketing Policies.

Distributor will at all times maintain adequate inventories of Manufacturer's Products and will promote vigorously and effectively the sale of Manufacturer's Products through all channels of distribution prevailing in the Territory, in conformity with Manufacturer's established marketing policies and programs. Distributor will use its best efforts to sell Manufacturer's Products to aggressive, reputable, and financially responsible dealers providing satisfactory consumer service throughout Distributor's primary marketing area. Distributor is authorized to enter into written agreements with its dealers relating to the purchase, resale and service of Manufacturer's Products on forms approved by Manufacturer for this purpose. The risk of collection from dealers, however, is entirely the risk undertaken by the Distributor. The Distributor may not, under any circumstances, chargeback Manufacturer for unpaid invoices by a dealer or dealers.

6. Distributor's General Duties.

- A. Distributor shall maintain a place of business in the Territory, including suitable Showroom/shops facilities to display Manufacturer's Products. Distributor shall provide maintenance service on Manufacturer's Products sold in the Territory, using qualified personnel and subject to service policies satisfactory to Manufacturer.
- B. Distributor shall hire sales personnel or appoint representatives to introduce, promote, market and sell Manufacturer's Products in the Territory. Distributor shall adequately train such personnel and/or representatives. Distributor shall employ sufficient numbers of sales personnel and/or representatives to market Manufacturer's Products in the Territory.
- C. Distributor agrees not to engage in the distribution promotion, marketing or sale of any goods or products that compete or conflict with Manufacturer's Products.

Distributor agrees to supply to Manufacturer a list of items handled by Distributor following Manufacturer's request to ensure that no conflict exists.

7. Sales Policies.

- A. Manufacturer may establish sales quotas, giving reasonable regard to past performance and market potential of the manufacturer's Products, from time to time. Distributor agrees to employ sales personnel of demonstrated capacity to attain such quotas and consents to rewards directly to such personnel by Manufacturer in recognition of superior performance.
- B. Manufacturer will provide Distributor with merchandising assistance from time to time in the form of advertising programs, product and sales training, and field sales assistance.
- C. Distributor agrees to use such assistance in carrying out Manufacturer's merchandising and sales promotion policies.

8. Advertising Policies.

Manufacturer will cooperate with Distributor and its dealers in providing for continuous and effective advertising and promotion of Manufacturer's Products throughout the Territory, and Distributor agrees at Distributor's expense to participate in, actively promote and faithfully comply with the terms and conditions of such cooperative advertising and merchandising programs as Manufacturer may establish and offer to Distributor from time to time. Nothing herein shall prevent Distributor from separately advertising and marketing the Manufacturer's Products within the Territory, provided the form and content of the advertising or marketing materials are approved by Manufacturer in advance.

9. Warranty Policies.

If any of Manufacturer's Products are proven to Manufacturer's satisfaction to have been defective at time of sale to Distributor, Manufacturer will make an appropriate adjustment in the original sales price of such product or, at Manufacturer's election, replace the defective product. Manufacturer shall provide to Distributor information with respect to Manufacturer's limited warranty extended to the original consumer of Manufacturer's Products. MANUFACTURER MAKES NO WARRANTY TO DISTRIBUTOR, OR ITS CUSTOMERS, WITH RESPECT TO THE PRODUCTS, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

10. Indemnification.

- A. Manufacturer agrees to protect Distributor and hold Distributor harmless from any loss or claim arising out of inherent defects in any of Manufacturer's Products existing at the time such product is sold by Manufacturer to Distributor, provided that Distributor gives Manufacturer immediate notice of any such loss or claim and cooperates fully with Manufacturer in the handling thereof.
- B. Distributor agrees to protect Manufacturer and hold Manufacturer harmless from any loss or claim arising out of the negligence of Distributor, Distributor's agents, employees or representatives in the installation, use, sale or servicing of

Manufacturer's Products or arising out of any representation or warranty made by Distributor, its agents, employees or representations with respect to Manufacturer's Products that exceeds Manufacturer's limited warranty. Further, in the event that any of Distributor's dealers shall, with respect to any of Manufacturer's Products purchased from Distributor, fail to discharge the dealer's obligations to the original consumer pursuant to the terms and conditions of Manufacturer's product warranty and consumer service policies, Distributor agrees to discharge promptly such unfulfilled obligations.

11. Order Processing and Returns.

- A. Manufacturer will employ its best efforts to fill Distributor's orders promptly on acceptance, but reserves the right to allot available inventories among distributors and end user customers at its discretion.
- B. Except for Manufacturer's products that are defective at the time of sale to Distributor, Manufacturer shall not be obligated to accept any of Manufacturer's Products that are returned. In the event such returns are accepted, Manufacturer may impose a reasonable restocking charge.

12. Financial Policies.

Distributor acknowledges the importance to Manufacturer of Distributor's sound financial operation and Distributor expressly agrees that it will:

- A. Maintain and employ in connection with Distributor's business and operations under this Agreement such working capital and net worth as may be required to enable Distributor properly carry out and perform all of Distributor's duties, obligations and responsibilities under this Agreement;
- B. Pay promptly all amounts due Manufacturer in accordance with terms of sale extended by Manufacturer from time to time;
- C. Furnish Manufacturer with financial statements in such form as Manufacturer may reasonably require from time to time for credit purposes; and
- D. Furnish, at Manufacturer's request, a detailed reconciliation of Manufacturer's statements of account with Distributor's records, listing all differences, and showing net amount Distributor acknowledges to be due Manufacturer.

In addition to any other right or remedy to which Manufacturer may be entitled, shipments may be suspended at Manufacturer's discretion in the event that Distributor fails to promptly and faithfully discharge each and every obligation in this Section.

13. Use of Manufacturer's Name.

Distributor will not use, authorize or permit the use of, the name or any other trademark or trade name owned by Manufacturer as part of its firm, corporate or business name in any way. Distributor shall not contest the right of Manufacturer to exclusive use of any trademark or trade name used or claimed by Manufacturer. Distributor may, subject to Manufacturer's policies regarding reproduction of same, utilize Manufacturer's name, trademarks and logos in advertising, on stationery and business cards, or on its website.

14. Relationship of the Parties.

The relationship between Manufacturer and Distributor is that of vendor and vendee. Distributor, its agents and employees shall, under no circumstances, be deemed employees, agents or representatives of Manufacturer. Distributor will not modify any of Manufacturer's Products without written permission from Manufacturer. Neither Distributor nor Manufacturer shall have any right to enter into any contract or commitment in the name of, or on behalf of the other, or to bind the other in any respect whatsoever.

15. Term and Termination.

Unless earlier terminated as provided below, the term of this Agreement shall commence on **xx/xx/2015** (Date) and shall continue until **cancellation** (Date). At the end of the term, the Agreement shall continue until terminated by either party on at least 30 Days prior notice.

- A. Manufacturer may terminate at any time by written notice given to Distributor not less than ninety (90) days prior to the effective date of such notice in the event Manufacturer decides to terminate all outstanding distributor agreements for Manufacturer's Products and to offer a new or amended form of distributor agreement.
- B. Manufacturer may terminate this Agreement upon notice to Distributor on any of the following events:
 - (1) failure of Distributor to fulfill or perform any one of the duties, obligations or responsibilities of Distributor in this Agreement, which failure not cured within 30 Days' notice from Manufacturer;
 - (2) Any assignment by Distributor of any interest in this agreement or delegation of Distributor's obligations without Manufacturer's written consent;
 - (3) Any sale, transfer or relinquishment, voluntary or involuntary, by operation of law or otherwise, of a material interest in the direct or indirect ownership or any change in the managers of Distributor;
 - (4) Failure of Distributor for any reason to function in the ordinary course of business;
 - (5) conviction in a court of competent jurisdiction of Distributor, or of a significant partner, principal officer or major stockholder of Distributor for any violation of law that, in Manufacturer's opinion, to affect adversely the operation or business of Distributor or the good name, goodwill, or reputation of Manufacturer, products of Manufacturer, or Distributor; or
 - (6) Submission by Distributor to Manufacturer of fraudulent reports or statements, including, without limitation, claims for any refund, credit, rebate, incentive, allowance, discount, reimbursement or other payment by Manufacturer.

16. Obligations on Termination.

On termination of this Agreement, Distributor shall cease to be an authorized distributor.

All amounts owing by Distributor to Manufacturer shall, notwithstanding prior terms of sale, become immediately due and payable;

- A. All unshipped orders shall be cancelled without liability of either party to the other;
- B. Distributor will resell and deliver to Manufacturer on demand, free and clear of liens and encumbrances, such of Manufacturer's Products and materials bearing Manufacturer's name as Manufacturer shall elect to repurchase, at a mutually agree price, but not in excess of Manufacturer's current price to distributors for such products and materials, provided that Manufacturer shall not be obligated to pay Distributor for any item originally provided free of charge;
- C. Neither party shall be liable to the other because of such termination for compensation, reimbursement or damages on account of the loss of prospective profits or anticipated sales, or on account of expenditures, investments, lease or commitments in connection with the business or goodwill of Manufacturer or Distributor or for any other reason whatsoever growing out of such termination.
- D. In sum, both parties acknowledge that termination of this Agreement at some point is highly probable and should be treated in the ordinary course of business with both parties exerting their best efforts to end the relationship amicably.

17. Notices.

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or recognized overnight services such as Federal Express.

If to Manufacturer: (Name & Address)

RST Ecoenergy Private Limited
RST Bhawan Ground Floor
Sahaspura Post- Purshottampur
Near Parshodha Bus stand NH#7
Chunar, Mirzapur (UP) 231305 India.
Email- order@rstenergy.com call us-9770855549/9548850829

If to Distributor: (Name & Address)

XYZ Enterprises
Proprietor: QWERTY
Reg. Office: ABCD
Pin- xxxxxx
Email- xxxx@xxxxx Contact No- 0000000000

18. No Waiver.

The waiver or failure of either party to exercise in any respect any right provided in this agreement shall not be deemed a waiver of any other right or remedy to which the party may be entitled.

19. Entirety of Agreement.



The terms and conditions set forth herein constitute the entire agreement between the parties and supersede any communications or previous agreements with respect to the subject matter of this Agreement. There are no written or oral understandings directly or indirectly related to this Agreement that are not set forth herein. No change can be made to this Agreement other than in writing and signed by both parties.

20. Governing Law.

This Agreement shall be construed and enforced according to the laws of the State of **India as per Govt. Rules & Regulation** and any dispute under this Agreement must be brought in this venue and no other.

21. Headings in this Agreement

The headings in this Agreement are for convenience only, confirm no rights or obligations in either party, and do not alter any terms of this Agreement.

22. Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

In Witness whereof, the parties have executed this Agreement as of the date first written above.

M/s. RST Ecoenergy Pvt. Ltd.
Sahaspura, Purshottampur
Chunar, Mirzapur

Manufacturer

Distributor

Name-
Designation-



Distributorship Agreement – Non-Exclusive Review List

This review list is provided to inform you about the document in question and assist you in its preparation.

1. Each and Every page of the agreement and attached documents should be properly signed and stamped by the proprietor, and on Page No. - 7 should signed below the line “on behalf of your legal firm Name”).
2. This agreement creates a non-exclusive right on behalf of the Distributor to market the products in the territory defined by the parties. This is a relatively benign agreement with limited recourse of the Distributor against the Manufacturer.
3. Print two copies of the Agreement so each party can have a copy that is an original.
4. Business Filling Status-
 - Copy of PAN card duly signed and stamped.
 - Copy of Address proof (Driving License/Voter ID/ Adhaar card/Passport) duly signed and stamped.
 - Cancelled cheque of the bank account (original).
 - Copy of Govt. proof of the firm (please ensure that the proof has govt. seal on it) duly signed and stamped. Or TIN or CST registration Copy.
 - 2 Passport Size Photo of proprietor

IMPORTANT NOTE TO BE READ

1. Please ensure that the Name order/ Spellings and Date of Birth on Address proof should be match with the details as on PAN card if not then drop the mail regarding correction in the agreement by mentioning name and other detail as on pan card and Name and DOB as on address proof and then declare correct spellings and also declare both names and address are of same person.
2. Signature done all the agreement pages and on supporting documents should be same as on personal PAN card

Address to Dispatch agreements and relevant Docs:

Attn: Smt. Rampatti Devi
Legal Department
RST Ecoenergy Private Limited
Qtr No. - A/50 N.C.L. Jayant Sector-2 Near Goal Market City- Singrauli (M.P.) 486890 India

SCHEDULE- A CONSIDERATION

Part- I

The Distributor shall pay to RST Ecoenergy Private Limited for Distributorship.

Particulars	Amount (in ₹)
Security Deposit	₹ 00.00/-
Annual maintenance Charges (AMC)*	₹ 00.00/-
System integration Fee (one time payable upfront at the time of signing of the service Agreement.)	₹ 2500.00/- (One Time Non- Refundable) for Distributor and ₹ 10000.00 for C&F agents

Terms & Condition-

- Distributor shall bear and be responsible and liable for the all relevant taxes duties, levies, cess surcharge or any other charges in relation to the customer charge made by its customer under this agreement.
- The Quoted prices include taxes. Items has to be collected from our office against payment or the same can be sent by courier/transport upon receiving of the payment.
- Freight charges has to be borne by the customer. In case any road permit is required then the same has to be provided by the buyer.
- Payment- 50% Advance with Purchase Order then remaining 50% before dispatch
- Delivery- 10-15 days after receiving of purchase order and advance (whichever is later).
- Warranty- 2 year's full replacement from the date of billing.

Part II

Mode of Payment to RST Ecoenergy Private Limited against Purchase of products.

Particulars	Details
Bank Name	State Bank of India
Bank Account No.	33812004985
Branch Address	Narayanpur Distt- Mirzapur UP- 231305
IFSC Code	SBIN0010887
Account Holder Name	RST ECOENERGY PRIVATE LIMITED
Account Type	Current Account
Mode	By Account Transfer, Cheque, NEFT, RTGS and DD
MICR	231002022