

AGREEMENT

(SUPER STOCKIST/DISTRIBUTOR)

This agreement is made on _____ day of _____ between **Otegen Global Incorporation**, a company incorporated under Companies Act 1956, having its registered office at **302,303, Krishna House,4805/24,Bharat Ram Road, Darya Ganj, New Delhi-110002**, hereinafter referred to as the "Company" of the one part

And

M/S _____, a proprietorship firm/ _____ having its office at _____ hereinafter called as "The super stockist(ss)/distributor)" of the second part.

Whereas company is interested in appointing a SS/Distributor for the agreed area of _____ and also the SS/Distributor is interested in being appointed as the company's super stockist. The SS/Dist approached the company to act as the SS to which the company has agreed to do on terms and conditions as given here:

- 1) The SS/Dist shall act as the company's SS for the area defined and agreed for receiving ,warehousing safe storage and dispatching of the company's products in the demanded area to stockiest and retailers.
- 2) The SS/Dist shall appoint stockiest in the region in consultation with the company authorized person after due verification of the financial, economic and character reports.
- 3) The SS/Dist shall be responsible to load and unload the companies said good's and clear the consignment by railway or road transport to boo the goods by railway or roads transport to the dealers.
- 4) Dispatches of good shall be made by SS/Dist from time to time as per requirement of stockiest against written order or as confirmed by the company authorized person.
- 5) The SS/Dist. Shall also clear transport and store at their warehouse any unserviceable goods or goods in damage condition which may be received from the stockiest/retailers. The company shall issue a disposal instruction in writing, in respect thereof. The SS/DIST is required to maintain proper showing the receipt of such goods along with their disposals per the company's instruction.
- 6) The SS/Dsit shall not admit any claim or make any commitment on behalf of the company unless the claims have been investigated and as per the company's prevailing price list and on terms and conditions intimated to the SS/Dist by the company from time to time.
- 7) The SS/Dist shall be responsible for collecting payment of sales proceeds in respect of said goods.
- 8) The SS/Dist shall maintain all necessary permission, sanction and approvals of all statutory requirements at their own cost and expenses. The SS/dist is responsible to lodge complaints/FIR directly to the police and other authorities regarding damaged/shortage claims to the insurance companies or any such similar claims. Wherever the SS/Dist need the company's help in obtaining the licenses, the company shall do so at its discretion.

- 9) The agreement shall be effective and the SS/Dist shall commence his activity only after obtaining all the necessary registrations, permissions and license and submitting the copies of the same to the company
- 10) The SS/Dist shall maintain the necessary records required under the state/central sales tax act and rules in triplicate the original copy which should be sent to the sales tax office at the duplicate copy to the company.
- 11) The SS/Dist shall permit the company's authorised representative and the auditors so appointed to inspect the said products, storage facility, records, contracts and other related documents relating to the receipt and dispatches of the said goods and shall also be responsible to answer and satisfy all such queries as may be raised by the company's auditors.
- 12) The SS/dist shall maintain proper records of the gods at the warehouse and the inventory should be posted and kept up to date in the registers and ledgers as per drug and cosmetic act 1940 and drug and cosmetics rule 1945. Company has full right that anytime can physically verify the inventory and records through is representatives.
- 13) The SS/Dist shall maintain proper records for the amount received on account of collection and deposit the payment.
- 14) The SS/Dist shall not destroy the stock lists, books of accounts, vouchers, statement, returns and other documents or records related with the receipt of the goods, dispatches of the goods, inventorylist, amounts collected and expenses incurred and other business related document without written authorized pre-approval of company.
- 15) The SS/Dist shall take care thereof to avoid theft, pilferage, damage and exposure to water, moisture, heat or such. The SS/Dist would be responsible for all such theft, the property of company and the SS/Dist shall have no rights or lien on the company's gods in respect of bill charges of any nature that may remain outstanding for payment or settlement, the SS/Dist shall be responsible for any shortages, loses or damages to the goods for any reasons whatsoever.
- 16) The SS/dist shall always work for the interest and benefit of the company as a prudent man would do to expand business and network of the company.
- 17) The SS/Dist expenses if any, related with business promotion/sales promotion will be reimbursed on a monthly basis but its SS/Dist responsibility to attach pre-approved authorization of all expenses.
- 18) Commissions/Sales incentive, if any, paid to the SS/Dist will be paid after deducting the TDS/Service tax if any as per the tax law.
- 19) The SS/Dist shall not enter any contract or agreement with anyone on behalf of the company without the company's prior written approval regarding sales of company products.
- 20) The SS/Dist shall not assign or otherwise transfer rights, duties or obligation under this agreement to any other party.
- 21) The SS/Dist shall not change the constitution of their firm without prior approval of the company.
- 22) The SS/Dist shall deposit a security of Rs _____, with the company. The amount of security deposit will be refunded only when this agreement is discontinued. The security deposit will carry the interest rate of _____ P.A payable annually, less TDS if any. The company will have the right to adjust from the security deposit, any loss caused to the company due to any negligence of the SS/Dist.
- 23) This agreement is not an exclusive agreement and the company is free to enter similar agreement with other parties also on such terms and condition as may be deemed fit by the company.

- 24) The company shall have right to terminate this agreement without assigning any reasons whatsoever by simply giving a 30-day notice to this effect in writing.
- 25) It's being in the practice in the pharmaceuticals/cosmetics trade to accept return trade back stocks from retailers for reason of damage, spoilage, expiry and non-sailable stocks, the SS/dist will handle such returns and also reimburse the replacement under the following terms and conditions:
- a) The SS/dist must ensure that the stock being returned for replacement is not more.
 - b) Approval in writing is must, be taken from the head office of the company before the stock is returned. The goods returned to the company will not be accepted for replacement unless and until the same is checked and investigated.
 - c) The SS/dist is required to send full details of stock (i.e. batch no., date of manufacturing and relevant invoice no under which it was supplied) to the company before returning the stock.
 - d) The SS/Dist will take delivery of products from the transported after checking and verifying the quantity. In event of damage, shortage, spoilage etc. will procure goods shortage/damaged certificate from the transporter. In case of failure to comply with this condition, the liability of any financial loss will be entirely of the SS/Dist.
 - e) The goods will be dispatched based on "F.O.R Destination".
 - f) SS/Dist will be billed against form "C" at a price which includes all reimbursements towards commission/margin, sales tax/VAT etc. No extra reimbursement will be made towards the same. In case of non-receipt of C FORM at proper time, the difference of due amount (viz difference of current CST @ 2 % and 12.5% VAT octroy 5% whatever was applicable at the time of supply) on account of sales tax will be adjusted by the company against security deposit amount received from the SS/Dist.
 - g) In compensation for the SS/Dist, discharging the functions described above for the company, the company will pay to the SS/Dist, a commission /margin calculated _____% (_____% margin+ _____% freight+ _____% incentive) of invoice value for the purchases made from the company (before sales tax). Out of this payment the SS/Dist will bear all the expenses made by them. No other payment towards the freight will be made. The SS/Dist will bill all the invoices to the distributors/ stockists as freight paid. The commission will be included in the bill which includes commission/margin and redistribution charges.
 - h) The SS/Dist undertakes and agrees that it will give payments to the company- _____ with maximum credit period of _____ days from billing date through RTGS/NEFT in the bank account of the company. However, if the payments are not received within _____ days, the SS/Dist will be charged interest of 18% PA and the same shall be recovered from the due commission/margin due/payable to the SS/Dist.
- 26) The SS/Dist will be responsible for collection of payment for stockiest/dealer.
- 27) In case of any disputes, the NEW DELHI courts will have the jurisdiction.

In witness, whereof the parties hereto have affixed their respective hands on this agreement in presence of the witness.

Signature: _____

Signature: _____

WITNESS:

The Party of the Second Part