

## **Dealer/Distributor Form**

### **I. Basic Information: -**

1. Name of the Dealer/Distributor/  
(Mr. / Mrs. / Ms.)

2. Permanent Address: -

Town: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_  
Phone No \_\_\_\_\_ Mobile No. \_\_\_\_\_ Fax No. \_\_\_\_\_

3. Details of Immovable Properties:  
(Owned by Dealer/Distributors)

### **II. Constitution of Dealer/Distributor**

4. Proprietorship/ partnership/ private/  
Limited Co/Public Limited Co/Others  
(Please specify)

5. Details of Proprietors/Partners/Directors: \_\_\_\_\_

Name	Address& Telephone No	Residence Address& telephone No	Qualification

6. Particulars of Sister Concern/Allied Concern: \_\_\_\_\_

Name	Address& Telephone No	Nature Of Business	Approx. Turnover (Rs. In lakhs/Annual)

### **III. Manpower**

7. Administrative Staff: \_\_\_\_\_ Numbers: \_\_\_\_\_

8. Sales Staff: \_\_\_\_\_

Name	Designation	No. of Years	Total Experience	Qualification	Salary

9. Details of Technical Staff: \_\_\_\_\_

Numbers: \_\_\_\_\_

Name	Designation	No. of Years	Total Experience	Qualification	Salary

#### IV. Business Associations(s):

10. Any of Your Sister Concerns/ Group Cos. Dealing with Ethics? Yes/No

11. If Yes Please Mention Details:

Name	Address & Phone Nos.	Nature Of Business	Product	Since (Year)	Approx. Turnover (In Lakhs)

12. Are any of you personally related/known to any employee of Ethics Technologies? Yes/No

Name	Designation	Relationship

13. Products/Cos. being handled (please attach additional sheet, if required)

Name of Company	Status	Area Covered	Product	Approx. Turnover (In Lakhs)

#### V. Sales Record

Qty sold in last year \_\_\_\_\_ Sales Turnover (last 3 yrs) \_\_\_\_\_

Company Brand	Reference	Product Name

## VI. Financial Details

14. Firm/Company's Financial Position (As on \_\_\_\_\_ )

Liabilities (Rs. / in lakhs)		Assets (Rs. / in lakhs)	
Share Capital		Investment	
Reserves & Surplus		Fixed Deposit	
Loans		Properties	
Creditors		Vehicles	
Advance from Customers		Stock	
Others Advances		Debtors	
<b>Total</b>		<b>Total</b>	

15. Are Accounting Procedures computerized: Yes/No. If yes, the package/software:

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## VII. Infrastructure

17. Office Space: \_\_\_\_\_ Sq ft      Godown Space: \_\_\_\_\_ Sq ft

Service Workshop \_\_\_\_\_ Sq ft

18. Location of the office: Main market/Secondary market/Outside main township

19. Address of the Showroom: \_\_\_\_\_  
\_\_\_\_\_

Tel Nos. \_\_\_\_\_ Fax Nos. \_\_\_\_\_

20. Whether godown lies outside Octroi Zone?      Yes ☐      No ☐

21. CST No \_\_\_\_\_ Date \_\_\_\_\_ LST No.: \_\_\_\_\_

22. Name & Address of Tpt. Cos. (Ordinary/Bank approved)

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23. Other modes of delivery

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24. Nearest Railway Station/Transport Agency

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## VIII Goods:

25. You are interested in Distributorship/Dealership for:

Mini PC	PC-Free projector kit	WAL OS
LinuxCare	RTLlinux workbench	

## IX. Territory

26. Name of Town/ Districts for which Dealership/Distributorship is applied

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## X. Investment

27. How much investment are you prepared to make for our products?

MiniPC Rs. \_\_\_\_\_

PC-Free projector kit Rs. \_\_\_\_\_

WAL OS Rs. \_\_\_\_\_

LinuxCare Rs. \_\_\_\_\_

RTLlinux workbench Rs. \_\_\_\_\_

## XII. Documents Provided:

- 1) Copy of Memorandum & Articles of Association in case Dealer/Distributor is a Company registered under the Companies Act 1956.
- 2) Copy of List of Directors with addresses in case Dealer/Distributor is a Company registered under the Companies Act 1956.
- 3) Copy of Board Resolution authorising the person applying for Dealership/Distributorship and signing this Form in case Dealer/Distributor is a Company registered under the Companies Act 1956.
- 4) Copy of Partnership Deed in case the Dealer/Distributor is a Firm, Association of Persons, etc. along with a letter of Authority in favour of the Authorised Partner/Person.
- 5) List of Partners with addresses in case the Dealer/Distributor is a Firm, Association of Persons, etc.
- 6) Copies of last 1 year Balance Sheet/Profit and Loss Account.
- 7) Copies of last three Income Tax Returns for all category of Dealers.
- 8) Copy of Electricity/Telephone Bill showing the address of the premises from where the Dealer is operating as mentioned under Clause 2 above.
- 9) Copy of Bank Statements for last 3 months.
- 10) Credit certificates from Dealer/Distributor's bank.
- 11) Any other documents \_\_\_\_\_

### **XIII. Declaration**

I/We, the undersigned, have gone through the terms & conditions, as mentioned herein, for my/our appointment as the Dealer/Distributor of the Company. I/We, fully understand the implications of the terms & conditions as given overleaf and therefore bind myself/ourselves into a legal contract with the Company as per the Indian Contract Act, 1872 and other applicable provisions and laws as may be related to this contract.

I/We understand fully that this Application Form can be used against me/us before any Court of Law/Tribunal/Arbitration proceedings, etc. I/We, state that all information as mentioned in this Application Form is true & correct to the best of my/our knowledge and information and I/We shall abide by and maintain the declarations made herein. I further agree to abide by the terms and conditions of this agreement as long as I continue to deal with the Company; I also agree to be bound by the terms & conditions & policies of supply of goods and payment thereof conveyed from time to time by the Company.

### **Dealership/Distributorship Agreement**

The agreement is made on this day \_\_\_\_\_ between the *Ethics Technologies, B1, 2<sup>nd</sup> floor, Gurusamy complex, Gorimedu, Yercud main road, Salem -636008*. (which shall unless repugnant to the context or meaning thereof includes its legal heirs, Administrators, Representatives, and Successors in interests and assigns) of the ONE PART

AND

The Authorized Dealer/Distributor represented by Mr./Ms. \_\_\_\_\_ having its Registered Office/Showroom at \_\_\_\_\_ of the OTHER PART (hereinafter referred as "The Authorized Dealer/Distributor which expression shall unless repugnant to the context or meaning thereof and their legal heirs, Administrators, Representatives, and Successors in interests and assigns).

WHEREAS THE COMPANY is currently engaged in the software development, manufacture, import, storage of Mini PC, PC-Free projector kit, RTLlinux workbench, LinuxCare or WAL OS related parts/software (hereinafter collectively referred as "Goods").

WHEREAS the Dealer/Distributor is desirous of undertaking the business of marketing of the goods and providing service to the customers of the Company and has therefore made application dated \_\_\_\_\_ to the Company and WHEREAS The Company is desirous of appointing a Dealer/Distributor for marketing of all Goods and provide service to the customers of the Company.

AS THE COMPANY has accepted the offer of the Dealer/Distributor to utilize its services for selling, forwarding, storing and distributing the goods in the Territory as detailed in Clause 10 of the Application Form. WHEREAS now THE COMPANY and the Dealer/Distributor have mutually agreed to bind themselves to following terms and conditions:

## **1. Appointment of the Dealer/Distributor**

1.1 THE COMPANY appoints the Dealer/Distributor to sell and market the goods and provide service to the customers of the Company it is expressly understood that the Dealer/Distributorship so granted is on non-exclusive basis for the Territory. The Company at its own discretion, may appoint new Dealer/Distributors in the Territory OR revoke this Dealership/distributorship.

1.2 The Dealer has agreed to act as the Dealer/Distributor of The Company and provide the aforesaid services on the terms and conditions referred to hereinafter.

## **2. Duration of agreement**

2.1 This Agreement shall be valid with effect from \_\_\_\_\_ or date of the approval of the Dealership/Distributorship, till it is revoked in writing by the Company. The notice by registered post/courier shall be constituted as effective revocation for this purpose.

2.2 The Dealer/Distributor would be entitled to represent to third parties that he is owner of the goods supplied by the Company only for the purpose of enabling it to sell the goods. The Company shall have the final decision with regard to ascertain the amounts which may be payable to the Company at any point of time by the Dealer/Distributor. The

Company shall have a right of lieu on the Goods for which the amount has not been paid to the Company.

## **3. Showroom & Infrastructure**

3.1 The Dealer/Distributor has represented and assured to the Company under Clause VII of this Application Form, about the ownership/availability of the Showroom and other existing infrastructure facilities which are available with him/her and which shall be utilized in marketing the goods and providing service to the customers of the Company, during the currency of this agreement.

3.2 The Dealer/Distributor has committed to invest a minimum of such amount as mentioned under Clause X of the Application Form. The Dealer/Distributor shall invest this amount within 30 days of the signing of this agreement. The Company shall specify the areas where such investments are required to be made. The Company shall certify the complexion of investment.

3.3 The Dealer/Distributor has assured that the goods of the Company shall be prominently displayed in the Showroom, as per the guidelines and/or instructions given by the Company from time to time; however, under no circumstances the Dealer/Distributor will give more prominence to the goods belonging to the competitors.

3.4 The Dealer/Distributor shall be solely responsible for the rent and other expenses of the Showroom and the godown occupied by them for the purpose of the Dealer/Distributorship business. He shall at its own expense keep the goods insured for full value against all risks. The Company shall not be responsible or liable for the expenses relating to or incidental to the said Dealership/distributorship.

3.5 The Dealer/Distributor shall hold all assets provided by the Company in good condition on trust and shall return the assets on termination of Dealership/Distributorship. In case of damage to assets of the Company, Company at its own discretion can deduct/adjust/recover the cost of assets so damaged.

#### **4. Payment to the Dealer/Distributor**

- 4.1 The Dealer/Distributor shall render all service to market the goods of THE COMPANY, as may be mutually agreed upon from time to time. The Company shall also provide the service to the customers of the Company, unless expressed otherwise under Clause 5.
- 4.2 All expenses incurred by the Dealer/Distributor, for the services rendered, shall be borne by them and not THE COMPANY.
- 4.3 The Dealer/Distributor shall not charge the Customer more than the maximum retail price as mentioned on the products. However, the Dealer/Distributor may charge a price below the maximum retail price upto such limits as may be intimated by the Company. The Company shall make provision of the Dealer/Distributor margin in the retail price.
- 4.4 The Dealer/Distributor shall be liable to make the payments to the Company for the value of the goods purchased within such time, as may be noticed/announced by the Company, as per the provisions of the credit policy of the Company, which may be announced from time to time.
- 4.5 Company has the final discretion to evaluate the performance of the Dealer/Distributor and all payments to the Dealer/Distributor are linked to their performance as per the targets that may be given by the Company from time to time. In case the Dealer/Distributor does not perform as per the targets set by the Company, the Company may at its own sole discretion terminate the Dealer/Distributorship without assigning any reasons for such termination.
- 4.6 The Company shall not entertain any claims from the Dealer/Distributor over the prices or for any schemes other than the ones specifically intimated in writing to the Dealer/Distributor.

4.7

#### **5. Responsibilities & Liabilities of the Dealer/Distributor**

The Dealer/Distributor has accepted the following responsibilities and liabilities. The Company may define such additional responsibilities and liabilities on the Dealer/Distributor as may be required from time to time.

- 5.1 The Dealer/Distributor shall promptly pay all amounts as may be outstanding against the invoices that may have been raised by the Company and acknowledged by the Dealer/Distributor. For the sake of clarification, it is agreed that endorsement of receipt of goods on the face of the invoice by the Dealer/Distributor and/or its agent/ servant etc. Shall also amount to acceptance of the price of the goods mentioned in the invoice. Unless expressly provided by the Dealer/Distributor, the company shall have the absolute right to adjust the payments received from the Dealer/Distributor towards satisfaction of interest on delayed payments, penalty, damages OR the invoice value as may deemed proper by the Company. Each invoice made by the Company and acknowledged by the Dealer/ Distributor shall constitute a valid contract as per the Indian Contract Act 1872 or any other rules and regulations.

- 5.2 The Dealer/Distributor shall adopt all measures to enhance the sale of the Company's products to achieve/exceed the targets as may be communicated by the Company from time to time.
- 5.3 The Dealer/Distributor shall keep the record of all sales whether sold on cash or credit basis. The Dealer/Distributor shall also be required to send such reports as may be required from time to time by the Company.
- 5.4 Unless the Company has appointed its Service Franchise in the area where the Dealer/Distributor operates, the Dealer/Distributor shall be required to provide adequate service to the Company's customers. The Dealer/Distributor shall remain responsible to the Customers to whom they have provided service.
- 5.5 The Dealer/Distributor may appoint any Sub-Dealer/Franchisee only with prior written consent from the Company.
- 5.6 In case of delay in payments beyond the standard credit terms allowed by the Company, the Dealer/Distributor, in addition to the sums due shall be liable to pay interest @ 2% per month on the sums due and outstanding.
- 5.7 The Dealer/Distributor shall be liable to pay the price of goods purchased on credit from the Company as well as other dues of the company in accordance with the instructions/policies framed by the Company from time to time. The Company shall have lien and first charge on all unsold goods lying with the Dealer/Distributor. If the company so desires, it may, at its discretion take back or cause to be taken back the unsold goods/stock lying with the Dealer/Distributor. The unpaid price of the goods supplied by the Company to the Dealer/Distributor shall remain in trust with the Dealer/Distributor till the same is paid to the Company. Any refusal, failure or inability to pay the dues of the Company for any reason whatsoever shall tantamount to misappropriation and breach of trust. In such event the Dealer/Distributor (including its Partners/Directors/Authorized Signatories and officials) shall be liable to face civil and criminal consequences at the costs of the Dealer/Distributor.

## **6. Storage & Documentation**

- 6.1 The Dealer/Distributor will ensure that the Goods are stored carefully and arrange to protect/guard the Goods against theft, damage, fire, flood, burglary and other hazards and also damage due to handling and storage, water logging, combustible materials, acids and explosives etc. The Company shall not be liable to take back the stock of goods, which have been damaged due to the negligence/carelessness of the Dealer/Distributor. The Dealer/Distributor shall forthwith make payment of such stock to the Company without prejudice to damage/deterioration in the value of the stock.
- 6.2 The Dealer/Distributor shall insure the Goods in its custody and control against all risks including but not restricting to risks against riots, strike, hurricane, typhoon, and willful damage.
- 6.3 The Dealer/Distributor shall issue a format acknowledgment as may be required from time to time by the Transport Contractor/ Agency and also issue Goods Inward Advice to the Factory/ Office of the Company in a Proforma as may be prescribed by the Company. Any discrepancies found in the goods received and the details given on the invoice should immediately be brought to the notice of the Company in writing by the Dealer/Distributor but in any case not later than two weeks from the date of their receipt by the Dealer/Distributor.



- 6.4 The Dealer/Distributor shall make payments to the Transport Contractor/Advertisement, Hoarding bills etc. and shall remain liable to deduct & deposit the tax at source under the Income Tax Act 1961 and to comply with all other related statutory compliance. The Dealer/Distributor shall at the time of seeking reimbursement, produce evidence of complying with the formalities.
- 6.5 The Dealer/Distributor shall be responsible for the maintenance of the stock of the goods purchased from The Company. The Company shall be entitled to depute the authorised representatives to verify the stocks of the Dealer/Distributor. The Dealer/Distributor shall extend all necessary facilities and cooperation to the representatives of The Company taking the inventory of the Goods.
- 6.6 The Dealer/Distributor shall not have any right to unilaterally return the goods, which has been sold by the Company. The Company shall, however, have a right to repossess the goods in case the payments are due from the Dealer/Distributor.

## **7. Manpower & Utilities**

- 7.1 The Dealer/Distributor shall employ its own manpower in order to fulfill his obligations and duties, which shall arise out of this agreement. The Company shall not provide any manpower to the Dealer/Distributor. The Dealer/Distributor shall be responsible for payment of wages/salary to such manpower appointed by them and to comply with all statutory rules and regulations governing the employment. They shall keep the Company harmless and indemnified against any legal action, loss, claim or damages arising from negligence or breach of any rules and regulations.
- 7.2 The Dealer/Distributor shall engage the services of adequate number of staff for diligent performance of the duties enumerated herein as may be specified by the Company from time to time.
- 7.3 It is expressly understood that such employees are those of the Dealer/Distributor and the Company shall not be responsible for any act by such employees.
- 7.4 Company shall not be liable for payment of any compensation/damages due to death/full or partial disability caused to any of dealers/distributors employees.

## **8. Records & Invoicing**

- 8.1 The Dealer/Distributor shall maintain complete and up-to-date accounts of all the Goods purchased and sold by the Dealer/Distributor to the customers of the Company, and shall maintain/send such records/reports as may be prescribed by the Company. Such records and information shall be open to inspection by the representatives of the Company and they will be entitled to take photocopies of the Accounts or any part thereof.

- 8.2 The Company shall have a right to alter/vary the Retail Price of its products from time to time without prior intimation to the Dealer/Distributor. In case of un-executed orders, the prices at the time of execution shall be applicable.
- 8.3 The Dealer/Distributor shall ensure that all the Statutory Certificates are displayed at the Showroom/Warehouse, as required under any law for the time being in force in India.
- 8.4 The Dealer/Distributor shall be required to intimate to the Company in writing, within 30 days of receipt of the Statement of Accounts from the Company, any discrepancy in the Statement of Account. The Dealer/Distributor shall be required to specify therein the Invoice No., payment details, credit notes committed by the Company discounts offered etc. duly substantiated by such commitments from the Company like the Trade Circulars or other written commitments from the Company.

## **9. Liability**

- 9.1 The Dealer/Distributor shall be liable for all losses, damages, mis-delivery or shortages of the Goods by reason of any act of omission or commission on its part or its employees, representatives while the Goods are in the custody and/or control of the Dealer/Distributor.
- 9.2 The rights under this agreement shall not be assigned or transferred to any other person.
- 9.3 All taxes (Central or State/Local), levies, impositions, octroi and duties, which may be assessed on the Company in respect of the sale of the Company's products or levied on the said sales shall be borne by the Dealer/Distributor. The Dealer/Distributor shall keep the Company indemnified against any taxes, claims, demands, proceedings, costs, charges and expenses in respect of such impositions, taxes, levies & duties.
- 9.4 The Dealer/Distributor shall remain liable to pay to the company all amounts that may be due on outstanding to the company prior to the commencement of this agreement.
- 9.5 The Dealer/Distributor shall give on a monthly basis to the company a balance confirmation stating the outstanding with the company. The Dealer/Distributor shall duly sign the said balance confirmation only, and he/she shall authenticate the rubber stamp of his company.
- 9.6 Nothing in this Agreement shall constitute or be deemed to constitute a partnership between the parties hereto or constitute or be deemed to constitute the Dealer/Distributor as agent of the Company for any purpose whatsoever and the Authorized Dealer/Distributor shall have no authority or power to bind the Company or to contract in the name of the Company in any way or for any purpose. The relationship between the parties hereto shall be of Vendor and Purchaser on principal-to-principal basis.

## **10. Security**

The Dealer/Distributor shall maintain with the Company an interest free security deposit or bank guarantee of Rs \_\_\_\_\_ or any amount intimated by the Company from time to time commensurate with the volume of the business towards fulfillment of the obligations/terms and conditions herein and for prompt payment against the supplies made by the Company. The Company can at its own will adjust/forfeit the security money/ enforce Bank Guarantee on breach of terms and conditions of this Agreement or non-fulfillment of obligations specified elsewhere in the Agreement and/or outstanding dues against goods supplied under Clause 13.3 of this Agreement by the Company, either during currency of Contract or on/after termination of contract.

## **11. Assignment**

No terms and conditions of this Agreement shall be assigned, changed, modified or waived in any way without mutual written consent of the parties hereto duly signed by authorized representatives.

## **12. Obligation of the Dealer/Distributor**

The Dealer/Distributor shall provide service to the customers of the Company in the Territory and such other places as may be directed by the Company from time to time. However, nothing stated herein shall prejudice the right of The Company to directly effect supply in the Territory or cause other agencies to effect such supplies in the Territory.

The Dealer/Distributor shall prominently display the goods inside the Showroom as per the instructions of the Company from time to time.

The Dealer/Distributor shall be liable for all compliance under any local law, control orders and state government rules and shall take all necessary steps for obtaining registrations, licenses and renewals thereof, maintaining proper registers and also submitting necessary returns to the authorised agencies. In the event of any contravention by the Dealer/Distributor of the provisions thereof, the Dealer/Distributor shall remain fully liable and shall also keep the Company indemnified against any breach and monetary liability or cost arising thereof.

The Dealer/Distributor shall keep the Company posted with the latest market developments and customer preferences and other information as desired by the Company.

## **13. Change in Constitution of the Dealer/Distributor**

The Company shall be informed in writing of any alteration in the composition of the Dealer/Distributor and/or change in address.

The Dealer/Distributor shall give a prior notice of any change proposed in its composition/ownership/management and the Company shall have a right to decide continuance of its dealings with the Dealer/Distributor. However, any change as such in the composition/ownership/management of the Dealer/Distributor shall not in any manner affect its liabilities and obligations towards the Company. The Dealer/Distributor, after the reconstitution, shall continue to remain fully liable to The Company for all its liabilities and obligations as before the reconstitution.

The Dealer/Distributor shall immediately inform the company about any changes in its constitution, share-holding, ownership, management, etc. The persons shown as Proprietors/Partners/Directors/Authorised Signatories shall remain legally bound by the terms of this agreement till they are specifically relieved in writing by the Company from their obligations. In case any change is brought about in the constitution, ownership or management of the Dealer/ Distributor without intimation to and consent of the company, the newly inducted Proprietors/Directors/Authorised Signatories shall be bound by the terms of this agreement along with their previous counter parts.

#### **14. Termination of Agreement:**

In addition to whatever has been stated above, this Agreement may be terminated by either party, giving the other party 30 (Thirty) Days Notice in writing with or without assigning any reasons for such termination.

Notwithstanding anything contained to the contrary herein, the Company shall be entitled to terminate forthwith this agreement with immediate effect upon the happening of one or more of the following events.

Should the Dealer/Distributor in the opinion of the Company become incapable of performing the obligations of this Agreement and the duties thereunder or its position, at any time be such, which in the sole discretion of The Company, render it inexpedient for it to continue to act as Dealer/Distributor.

The Dealer/Distributor acts in a manner prejudicial to the interest of the Company. The Company shall be the sole judge in this regard.

The Dealer/Distributor commits a breach of any of the provisions of this Agreement.

If there is any change in the constitution, ownership, control or composition of the Dealer/Distributor, unless such change or alteration has been agreed to by The Company in writing.

Should be Dealer/Distributor fail to carry out any instructions given to it for proper working of this Agreement within a period of 14 days after being required by the Company in writing to do so.

Should the Dealer/Distributor obstruct the Company's representatives from carrying their duties.

Should the Dealer/Distributor become or file papers for insolvency/bankruptcy or becomes legally incapable to honor this agreement.

Upon any assignment or attempted assignment by the Dealer/Distributor of the rights or obligations under this Dealer/ Distributorship.

If any part or all information provided by the dealer in application form submitted is found to be wrong/ wrongly stated.

Upon termination of this Agreement from any cause, the Dealer/Distributor shall promptly return to the Company or otherwise dispose of, as the Company may instruct, all samples, patterns, instruction books, technical pamphlets, catalogs, advertising material, POP material, signboard and other materials, documents and papers whatsoever sent to the Dealer/Distributor and relating to the business of the Company (other than correspondence between the Company and the Dealer/Distributor) which the Dealer/Distributor may have in its possession or under its control. The said material shall always remain in the property of the Company and the Dealer/Distributor shall hold the same as bailee till termination of this Agreement. Upon such termination, the Dealer/Distributor shall forthwith make the payment of all outstanding dues to the Company as per the statement of account forwarded to it by the Company failing which, the Company shall be entitled to encash the Bank Guarantee or take such legal action as it may deem fit.

The termination of this agreement shall not discharge, affect or otherwise modify the rights and obligations of the parties established or incurred prior to the termination thereof.

## **15. License:**

PC-Free projector and all other ethics technologies products are copyrighted by Ethics Technologies. All the product's brand name and logos are reserved by Ethics technologies. Dealers/Distributors are not allowed to reproduce/recreate the same ethics products with the same name or any other name by own or tie-up with others.

Dealers/Distributors are not allowed to reproduce/recreate the same ethic's products with other imitating name or logo, during the dealership period or after terminating the dealership/distributorship.

## **16. Miscellaneous**

On termination of this Agreement, the Accounts between the parties to this Agreement shall be settled within 30 (Thirty) days from the date of expiry of notice of termination.

The Company shall not be deemed to have waived their rights nor the Dealer/Distributor exonerated from its obligations from the failure of The Company to enforce strict observance of the terms of the Agreement by the Dealer/Distributor.

Unless otherwise expressly agreed to in writing, all supplies of Company's products shall be against cash on delivery or on negotiation of documents of title against payment through a Schedule Bank, as per the choice of the Company or as per the terms declared from time to time.

### **17. Applicable Law & Arbitration**

Any disputes, differences or question which, may arise at any time hereafter between the Company and the Dealer/ Distributor touching the true construction of this Agreement or the rights and liabilities of the parties hereto, the same shall be referred to the decision of a Sole Arbitrator to be appointed by Director of Ethics Technologies. in accordance with and subject to the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force. The venue of such Arbitration shall be at New Delhi and the Courts at New Delhi shall have the exclusive jurisdiction to deal with the arbitration proceedings and the awards in accordance with law.

### **18. Entirety of Agreement**

The Agreement along with Application Form contains the entire understanding of the parties and shall supercede all prior representations, statements, communication and understanding, written or oral between parties relating to subject matter whereof. All prior representations, statements, communications and understanding shall have no effect whatsoever.

We have understood the contents of this Agreement and agree to bind ourselves to the aforesaid terms & conditions and to the statements mentioned herein this agreement.

In witness whereof, the parties hereto have caused these presents to be signed, sealed and deliver by their authorized representatives on this \_\_\_\_\_ day of \_\_\_\_\_ month \_\_\_\_\_ year \_\_\_\_\_.

Signature \_\_\_\_\_ Signature \_\_\_\_\_

Name of Authorized Company Official \_\_\_\_\_

Name of Authorized Dealer \_\_\_\_\_

Designation \_\_\_\_\_

Status Prop/Director/\_\_\_\_\_

Company's stamp (with address) \_\_\_\_\_

Date \_\_\_\_\_

Place \_\_\_\_\_

Dealer's stamp (with address) \_\_\_\_\_

Date \_\_\_\_\_

Place \_\_\_\_\_

WITNESS (Name, Address, Signatures)

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