

## **Green World Store**

### **Registered Listed Sub Distributor Agreement**

This Sub Distributorship Agreement ("Agreement") is made and effective this \_\_\_\_\_ (Date),  
by and between

Company or Name: \_\_\_\_\_

Trading as \_\_\_\_\_

Address: \_\_\_\_\_

Reg or ID Number: \_\_\_\_\_

Trading as \_\_\_\_\_  
(Hereafter referred to as "Sub Distributor" or Vendee)

And

The Green World Store

Mountain Rd, Noordhoek, Cape Town, South Africa, 7985

GW Store

(Hereafter referred to as "Distributor" or Vendor)

Distributor desires to appoint the above Sub Distributor, and the Sub Distributor desires to accept appointment, as a Sub Distributor of Green W Store products.

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

#### **1. Rights Granted**

- 1.1. The Distributor hereby grants to the Sub Distributor the right, on the terms and conditions set forth herein, to purchase, inventory, promote and resell "Distributor Products" in any territory in South Africa or abroad.
- 1.2. The Sub Distributor shall be listed as a registered Sub Distributor on the Distributor's websites as 'Official Distributors' with their specialities and area of operation reflected and listed.
- 1.3. The Sub Distributor shall be entitled to attend training courses held on a regular basis in Cape Town or Kimberly. The training courses will provide all the relevant information pertaining to efficiency products, renewable installations, financing, legislation, manufactures product training, market training and or any important information that improves the knowledge base of renewable and efficiency products distribution.
- 1.4. The Sub Distributor shall be entitled to any/all pricing updates as and when they occur, sizing software updates, access to pre public release specials, shared important opportunities, pre order retention and urgent/flash sale product releases as provided by the manufacturers and/or Distributor from time to time.
- 1.5. The Sub Distributor shall be entitled to make use of Distributors branding on their website, store frontage alongside their own branding, vehicle decals, in store marketing material and other relevant promotional material subject to item 8 (Advertising) of this agreement.

- 1.6. The Sub Distributor is entitled to pre-release specials, opportunities for shared imports, cut stock specials and product releases prior to general public and non-listed distributor release.
- 1.7. The Sub Distributor is entitled to market and sell their own products through the Green World Store network on the condition that said products have been tested, have been approved by Green World Store and have the required back up service, support and warranties in place.
- 1.8. The Sub Distributor is entitled to technical assistance for sizing projects and equipment, such technical assistance will be offered from 6am to 6pm Monday to Thursday and from 6am to 3pm on Fridays. Email support is available throughout the week. The Sub Distributor will receive a response to such requests within 24 hours.
- 1.9. The Sub Distributor is entitled to 'sizing software' and relevant specification sheet files, such files and software will be updated on a monthly basis or as and when required.
- 1.10. The Sub Distributor is entitled to pricing discounts that are representative of our cumulative buying power and subject to clause 3 (Singular Representation) below.
- 1.11. The Sub Distributor is entitled to use or join the installation network subject to item 4 (Installation) below.

## **2. Product Purchases and Supplier Sheets**

The Sub Distributor is entitled to buy all products of the Distributor as displayed on the price sheet. In order to facilitate the speed of transaction, in some cases the Distributor would prefer the Sub Distributor to procure directly from the product supplier if the product supplier is not the Distributor itself. In order to facilitate this a Supplier Sheet will be issued along with the price sheet and Sub Distributors will benefit from being able to purchase directly from the supplier at the Distributors pre negotiated pricing structures and subject to availability.

## **3. Singular Representation**

The Distributor already has a large lead in the renewable energy and efficiency product market, on a monthly basis the Distributor will enter negotiations on behalf of the Sub Distributors thus representing the cumulative buying power of the group. The Sub Distributor may not directly renegotiate the rates that are provided unless requested to do so by the Distributor.

## **4. Installation**

The Sub Distributor is entitled to make use of our installation network, and/or represent themselves as an installer on our network for use by other Sub Distributors on the following conditions:

- 4.1.1. All municipal, provincial and national guidelines and regulations are followed for the product/collection of products installed.
- 4.1.2. All safety regulations are rigorously adhered.
- 4.1.3. The necessary qualifications are supplied with listing on our network.
- 4.1.4. Certifications are issued at the end completion of each site.

## **5. Sub Distributor Annual Subscription Fees**

The annual subscription fee of the Sub Distributor is R950 ex VAT per month, payable annually in advance and on signing of this agreement. The fee shall be deemed earned and is non-refundable as of the end of the first month of listing. The cost of Sub Distribution will vary from year to year so as to meet inflationary increases. A pricing analysis will be sent to each Sub Distributor 30 days prior to the lapse of their first year for review and consideration.

## **6. Terms of Sale.**

All sales of Distributor's to the Sub-Distributors shall be made pursuant to this Agreement at such prices and on such terms, as Distributor shall establish from time to time with at least thirty (30) days written notice.

All prices are stated at Ex Worx rate (A trade term requiring the seller to deliver goods at his or her own place of business. All other transportation costs and risks are assumed by the buyer.), unless otherwise stated on the Price Sheet. Risk of loss due to damage or destruction of Distributor's Products shall be the responsibility of the Sub Distributor after delivery or retrieval to/by the carrier for shipment. Distributor will select the shipper unless Sub Distributor requests a reasonable alternative. All orders are subject to acceptance by Distributor.

Except as otherwise expressly agreed by Manufacturer or Distributor in advance, this Agreement shall control all aspects of the dealings between the parties with respect to the Manufacturer's or Distributors Products, any additional or different terms in any Sub Distributor order are hereby rejected unless the parties specifically agree to them in advance of shipment and mutually sign another agreement to that effect.

## **7. Payment and Collection Policies**

All payments for products are to be made immediately upon presentation of the invoice from either Distributor or the listed Supplier, no collection of any goods will take place unless otherwise agreed to in writing. Collection of product after remittance of proof of payment, will take place within 24 to 72 hours depending on the size of order and 3<sup>rd</sup> party supplier operational policies.

## **8. Advertising**

All marketing materials are Subject to Green World Store written Approval. Distributor will cooperate with the Sub Distributor in providing for continuous and effective advertising and promotion of Distributors Products and Sub Distributor agrees to participate in, actively promote and faithfully comply with the terms and conditions of such cooperative advertising and merchandising programs as Distributor may establish and offer to the Sub Distributor from time to time. Nothing herein shall prevent Sub Distributor from separately advertising and marketing the Distributor's Products, provided the form and content of the advertising or marketing materials are approved by Distributor.

## **9. Warranty Policies.**

National Consumer Act withstanding, the Distributor makes no warranty to Sub 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. All warranties as supplied from the product manufacturer will apply to the Sub Distributor and any claim arising from product failure will be forwarded to the manufacturer. Green World Store will assist in the process in any way possible.

#### **10. Indemnification.**

The Sub Distributor agrees to protect Distributor and hold the Distributor harmless from any loss or claim arising out of the negligence of Sub Distributor, or the Sub Distributor's employees or representatives in the installation, use, sale or servicing of Distributor's Products, or arising out of any representation or warranty made by Sub Distributor, its employees or representations with respect to Distributor's Products that exceeds Distributor's limited warranty.

#### **11. Service Offering**

The Sub Distributor must fill out and return their services offering list on signing of this document (See Annexure A), such list will be incorporated into all advertising mediums and promoted accordingly. The Service list can be updated but relevant certifications may be required for any additional updates as per Item 4 (Installation) above.

#### **12. Order Processing and Returns**

Distributor will employ its best efforts to fill Sub Distributor's orders promptly on acceptance, but reserves the right to allot available inventories among Sub Distributors and its end user customers at its discretion.

Except for Distributor's products that are defective at the time of sale to Sub Distributor, the Distributor shall not be obligated to accept any of Sub Distributor's Products that are returned. In the event such returns are accepted, Distributor may impose a reasonable restocking charge

#### **13. Use of Distributor's Name.**

Sub Distributor may, subject to Distributor's policies regarding reproduction of same, utilize Distributor's name, trademarks and logos in advertising, on stationery and business cards, or on its website. In addition to which the Sub Distributor shall not contest the right or ownership of Distributor to exclusive use of any trademark or trade name used or claimed by Distributor.

#### **14. Relationship of the Parties.**

The relationship between Distributor and Sub Distributor is that of vendor and vendee. Sub Distributor and its employees shall, under no circumstances, be deemed employees, agents or representatives of Distributor. Distributor will not modify any of Distributor's Products without written permission from the Distributor. Neither Sub Distributor nor Distributor 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 payment of annual subscription fees and shall continue perpetually while Sub Distributors account and annual subscription fees are paid and in good standing.

15.1. Distributor may terminate at any time by written notice given to Sub Distributor not less than ninety (60) days prior to the effective date of such notice in the event Distributor decides to terminate all outstanding Sub Distributor agreements for Distributor's Products and to offer a new or amended form of distributor agreement.

15.2. Distributor may terminate this Agreement upon notice to Sub Distributor on any of the following events:

15.2.1. failure of Sub Distributor to fulfil or perform any one of the duties, obligations or responsibilities of Sub Distributor in this Agreement, which failure not cured within 30 days notice from Distributor;

- 15.2.2. any assignment by the Sub Distributor of any interest in this agreement or delegation of Sub Distributor's obligations without Distributor's written consent;
- 15.2.3. 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 Sub Distributor;
- 15.2.4. failure of Sub Distributor for any reason to function in the ordinary course of business;
- 15.2.5. ) conviction in a court of competent jurisdiction of Sub Distributor, or of a significant partner, principal officer or major stockholder of Sub Distributor for any violation of law that, in Distributor's opinion, to affect adversely the operation or business of Sub Distributor or the good name, goodwill, or reputation of Distributor, products of Distributor, or Sub Distributor; or
- 15.2.6. submission by Sub Distributor to Distributor of fraudulent reports or statements, including, without limitation, claims for any refund, credit, rebate, incentive, allowance, discount, reimbursement or other payment by Distributor.

## **16. Obligations on Termination**

On termination of this Agreement, Sub Distributor shall cease to be an authorized Sub Distributor. All amounts owing by Sub Distributor to Distributor shall, notwithstanding prior terms of sale, become immediately due and payable;

- 16.1.1. All unshipped orders shall be cancelled without liability of either party to the other;
- 16.1.2. Sub Distributor will resell and deliver to Distributor on demand, free and clear of liens and encumbrances, such of Distributor's Products and materials bearing Distributors name as Distributor shall elect to repurchase, at a mutually agree price, but not in excess of Distributor's current price to distributors for such products and materials, provided that Distributor shall not be obligated to pay Sub Distributor for any item originally provided free of charge;
- 16.1.3. 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 Distributor or for any other reason whatsoever growing out of such termination.
- 16.1.4. 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.

If to Distributor:

The Green World Store, Monkey Valley Resort, Mountain Rd, Noordhoek, Cape Town, 7985

If to Sub Distributor: \_\_\_\_\_  
(Name & Address)

## **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 South Africa; 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.

<b>Name:</b> _____	<b>Name:</b> _____
<b>Distributor</b>	<b>Sub Distributor</b>
<b>Signature</b> _____	<b>Signature</b> _____
<b>Date</b> _____	<b>Date</b> _____