***SUPPER STOCKIST AGREEMENT***

*PARTIES: Hereinafter referred to as TERM DATE:* ***01/ 06 /2019***

***“MANUFACTURAR”/”COMPANY”***

***KANTIINDUSTRIES, RADHANIWASPATELCOLONYROADNO.-6, SANDALPURKUMHRAR, INFRONTOFST. PAUL, SCHOOL, PATNA‐800006***

# RECITALS:

***“ SUPPER STOCKIST”***

***M/S …………………………………***

***M/s KANTI INDUSTRIES*** *is appointing M****/S*** *as supper distributor to market and*

distribute certain products in **.**

The parties, in consideration of the mutual covenants and agreements contained here in, agree as follows: -

# DISTRIBUTION RIGHTS

ashall have, non‐transferable, revocable right to distribute Products within the Channels

and/or Territory. If Company revokes a right of distribute Product(s) from Super Distributor/Distributor, then it may have adjusted to KANTI INDUSTRIES quotas. Company reserves the right to sell directly to Selected Accounts.

Company reserves the right at any time to change the packaging and contents of any Products, or to discontinue any of the Products for any reason. In that case similar or superior product that would achieve the same end result will be provided by the Company your Profit margin will

be As SUPPER DISTRIBUTION 5% (Except edible oil) and Freight margin will be 2%.

b. Your area of work will be - .........................................................................

# PAYMENT AND INVOICING TERMS FOR PRODUCT

1. ***Price.*** *Price list provided by COMPANY and shall be subject to change at any time. All existing stock will be hold at the prevailing prices after which the new prices will apply.*
2. ***Payment****.: - All payments made in advance.*
3. ***Price Changes*** *– KANTI INDUSTRIES will decide to change its prices on existing product, it will provide*

.................................... at least fifteen (15) days advance notice.

1. ***Terms and Conditions:*** *-*

*In the event of accepting and registering the Registration Form and upon appointment as super distributor/distributor, following terms and conditions in addition to KANTI INDUSTRIES’ standard terms and conditions shall be applicable to all.*

1. *Appointment of a super stockist shall be at the sole discretion of KANTI INDUSTRIES on non- exclusive basis and area of operation shall be allotted area.*
2. *Super Stockist shall purchase and sale the goods at such price as decided by KANTI INDUSTRIES. All prices quoted by KANTI INDUSTRIES shall be exclusive of taxes.*
3. *The Superstockist shall place orders for the goods at least 2 days in advance with adequate details as may be required by KANTI INDUSTRIES. All orders placed by a Super distributor/distributor shall be subject to acceptance by KANTI INDUSTRIES If an order is accepted, KANTI INDUSTRIES shall make best efforts to execute the orders as per the terms of*

P.O subject to availability of adequate stock. However, KANTI INDUSTRIES shall not be responsible for any delay in executing the order thus accepted. Purchase orders once placed shall not be canceled by a Superstockist. However, under special circumstances orders may be canceled by mutual consent. (E.g. non availability of stock, withdrawal or discontinuation of a Products etc.)

1. *The Super distributor/distributor shall be the owner of the goods received by him. However, Terms and mode of payment shall be as mutually agreed upon between KANTI INDUSTRIES and SS from time to time. shall have general lien on all the goods of a Super distributor/distributor for the time being in the possession of Terms and mode of payment shall be as may be mutually agreed upon between KANTI INDUSTRIES and SS from time to time.(including the goods already paid for but of which delivery may not have been taken by a SS) for any amount due to Terms and mode of payment shall be as may be mutually agreed upon between KANTI INDUSTRIES and Super distributor/distributor.*
2. *The ownership of the goods and the risk associated with the goods shall be deemed to have passed to Super distributor/distributor as soon as a Super distributor/distributor or his authorized representatives’ takes the delivery of the goods. KANTI INDUSTRIES Shall not be responsible for any loss or damage caused to the goods once a Super distributor/distributor takes the delivery.*
3. *The price quoted to a SS or is specific and any other information’s divulged to a Super distributor/distributor in general shall be deemed to be confidential information and SS shall maintain the confidentially of such price and other information.*
4. *All the amounts payable by either party prior to or as of the effective date of the termination shall become immediately due and payable. KANTI INDUSTRIES shall not be bound to execute the pending purchase orders of a SS regardless of acceptance of the same by KANTI INDUSTRIES prior to the date of termination.*
5. *The relationship between KANTI INDUSTRIES and a SS shall be that of seller and buyer and not that of Principal and agent.*

# Miscellaneous

1. *All sales of the goods to a SS shall be subject to terms and conditions set forth in this registration form and in KANTI INDUSTRIES standard terms and conditions applicable thereto.*
2. *KANTI INDUSTRIES shall have right to inspect the books of accounts of a Super distributor/distributor during the normal working hours without prior notice.*
3. *In the event of cheque bounce shall pay the amount due towards the bounced cheque together with penal charges of 2% upfront on the cheque value by means Demand Draft within 2 working days of receipt of information from KANTI INDUSTRIES.*
4. *Non receipt of Order Acceptance from KANTI INDUSTIRES or non-acknowledgement of invoice by a Super distributor/distributor shall not be a ground for a Super distributor/distributor to withhold the payment due to KANTI INDUSTRIES.*
5. *SS shall submit its Audited Financial Statements (P&L A/c, Balance Sheet with Schedules) to KANTI INDUSTRIES each financial year within 4 weeks of finalization of the SS Accounts.*
6. *In the event of non payment on time, KANTI INDUSTRIES shall be intitled to seize and take away the goods, or cause to be sold the same and appropriate such sale proceeds towards any and all amount owned by a Super distributor/distributor, shall be transferred to KANTI INDUSTRIES.*

# PLACEMENT, DELIVERY AND INSPECTION OF PRODUCT

* 1. ***Shipment****. Product will be shipped ex‐works; Super Distributor’s designated warehouse(s).*
	2. ***Placement of Orders****.* ***....................................****shall request Products Order from KANTI INDUSTRIES by sending a written purchase order (“PO”). Orders shall be binding upon Super Distributor only upon its acceptance of the order in writing or by its delivery of the ordered Products, whichever occurs first.*

**....................................**shall not cancel OR modify orders for the Products after Super Distributor’s written acceptance of the order or after Super Distributor has placed the Products in queue for shipment, except as stated in this Section.

* 1. ***Delivery Dates****. Super Distributor will use reasonable efforts to fulfill* ***....................................*** *orders in the ordinary course of its business, but all delivery dates for the Products shall be estimates only. Super Distributor shall not be in breach of this Agreement or incur any liability to .................................... or any other person for any delay or failure of delivery or other performance for any reason whatsoever.*
	2. ***Packing defect and expiry*** *….. supper distributor will report about the packing defect to the company within 30 days date of receiving then company will return that defective goods and expire goods will be exchange 100 %.*

# SUPPORT’S

Company providing sales and add support’s for the growth of sale

***FAILS OF ITS ESSENTIAL PURPOSE.*** *Under no circumstances shall Super Distributor’s liability hereunder or any cause exceeds the amounts paid to Super Distributor from under*

this

Agreement. **....................................** must assert any claims for breach of any provision of this Agreement within one (1) year of the date of such breach, or such breach shall be forever waived.

* 1. ***Equitable Relief*** *I acknowledges and agrees that, in the event of a breach of this*

Agreement by **KANTI INDUSTRIES**, Super Distributor shall be entitled to a temporary restraining order and injunctive relief, without bond, in addition to all other rights available in law or in equity.

* 1. ***Severability.*** *In the event that any provision, or portion thereof, is held to be unenforceable by final order of any court of competent jurisdiction, such provision, or portion thereof, shall be severed here from without effecting the validity or enforceability of the remaining provisions.*
	2. ***Disputes****. Any disputes between the parties, whether contractual or otherwise, during the term of*

this Agreement and for a period of One (1) years after the termination of this Agreement shall be resolved via Arbitration under Patna jurisdiction.

The parties hereto have executed this Agreement in a manner appropriate to each to be effective as of the Effective Date set indicated on the first page of this Agreement.

1. ***TERMINATION :*** *Any resin if you don’t want to dong work with M/S KANTI INDUSTRIES then you give a retain notice. Also Company don’t agree with your working style then company will give you a retain notice. ( in both case time period will be 45 days in this time period company will settlement your all outstanding and goods return )* ***.***

***Appendix A***

English Versions Product Territory Channels Product Type Kanti Industries Bihar Product Price Kanti Agarbatti Initial Purchase & Sign on Terms – An order for R.s- …………./- ( )

Firs time Minimum Purchase Requirements: R.s- ……………/( )

# KANTI INDUSTRIES

*By:* ***Mr. ……………………..***

Title: …………………………..

*Date: Authorized Signatory with Seal* ***SS M/S ....................................***

*By:* ***………………………………….***

Title: ………………………………. Authorized Signatory with Seal Date: