

- A. The Dealer is expected to maintain adequate stock of all the Products and keep minimum 2 pcs of all the items, one for demo and minimum one for sale to customers
- B. The Dealer is expected to give informed Demo to customers visiting the dealer show room and answer all the questions asked by the customers. If required, the dealer is expected to get its staff duly trained by the company. The dealer is obliged to give adequate space in the showroom for company's branding activity.
- C. The Dealer is expected TO meet its projected/targeted commitments of sales in the territory.

- D. As a market development support, wherever company’ sales personals help in selling company’ products, the company acts only as a facilitator and the Company has no liability at all in respect of credit given by the Dealer. Dealer alone will solely be responsible for assessing the credit worthiness of such resellers/ customers and collection or payment of his/ its debts. Company undertakes no responsibility for collections or delayed payments or bad debts from such parties.
- E. Dealer will invest in IT infrastructure as mutually agreed with the company to be able to come on-line with the company’s proposed e-com portal for its dealers/customers

5. AFTER SALES SERVICE WORKSHOP

- a) The Dealer will maintain a workshop and keep trained staff to provide after sales service to the customers of VERB products. Company will provide original, genuine spare parts and the Dealer will only use original spare parts for repair and maintenance of VERB products.
- b) In case it is found that the dealer is using local spare parts, the warranty on the product will be denied by the company. Authorised dealer will get spare parts on discounted prices from the Company.

6. COMPANY’S RIGHTS

- A. Company reserves the right to revise prices from time to time and it is understood that there will be no price protection on stocks held by the dealer.
- B. Company will not accept any Sales Return for any reason whatsoever.
- C. Company will have the right to withdraw any item; from the range of Agreement Products and launch new items.
- D. Freedom to appoint more dealers and or distributors for all or some Agreement products in the same town or in other towns covered or not covered by Dealer.
- E. To supply directly to bulk buyers e.g. Institutions, Banks, Corporates, P.S.U’s Govt. organizations, PSU’s, Defense, Para-military and Police organizations, etc.

7. PERIOD OF AGREEMENT

This agreement is effective from the date of signing by both the parties, and will be valid till terminated by either side

8. TERMINATION

- A. Continuing relationship between Company and dealer is based upon mutual expectation of growing sales volume and other advantages, as well as the fulfillment of mutual responsibilities. If either Company or dealer believes the expected advantages have not been or cannot be realized, or that the responsibilities of this relationship are not being fulfilled, either Company or dealer may terminate this relationship by giving the 30 days prior written notice of its intent.
- B. The Dealership may get terminated without notice if dealer does not perform as per company’s agreed policies mentioned in this agreement or act against interest of the Company.
- C. Company is not specially obligated to repurchase Product in Dealer’s stock upon termination of the Agreement. However, the Company’s return goods policy in effect at the time of termination will apply.
- D. Company will not owe any compensation or indemnification of any kind to Dealer, if the Agreement terminates.

9. ARBITRATION/LEGAL RECOURSE

- A. Any differences or disputes arising from this Agreement or from agreements regarding its performance shall be settled in an amicable effort on the part of both parties to the Agreement. An attempt to arrive at a settlement shall be deemed to have failed as soon as one of the parties to the agreement so notifies the other Party in writing. If any disputes or differences of any kind arise in connection or out of this, the same shall be settled by the court of Delhi.
- B. Courts in Gurugram will have exclusive jurisdiction in the event of any legal/judicial proceedings.

10. RELATIONSHIP OF THE PARTIES

- A. Dealers enters into this Agreement and buys and sells Product as an independent contractor. Both the Parties shall be working on a principal to principal basis and that by virtue of this agreement there is no creation of agency. Dealer is not an agent, partner, joint venture or franchisee of Company.
- B. Dealer will not offer anything of value, directly or indirectly, to a government official, corporate officials or end user in any country, on behalf of Company, in order to obtain or retain business for Company.
- C. This Agreement shall not be considered as a transferable asset.

11. SUMMARY

This Agreement states the operational understanding between Hometech Electronics Pvt. Ltd. and the Dealer and replaces any previous statements, communications or understanding, whether oral or written. Anything not listed in this agreement, and comes up , at any time, will be resolved with mutual understanding.

Accepted ☐ For
Name of Dealer.....

For HOMETECH ELECTRONICS Pvt. Ltd.

Witness: (Authorized Signatory with stamp of Dealer)

Authorised Signatory