



This agreement is made on// 20], between Hometech Electronics Pvt. Ltd.	Hereinafter called HOMETECH
or the Principal Company and its associates, with its principal place of business located	at _ Plot no 136, Phase-4 Gurugram,
Haryana 122015 [Address] and	[Herein after called the dealer and its
associates ],	[Address]
The DEALER has shown interest is selling E-Vehicles namely VERB E Cycles and E scooter offered under VERB brand, herein after called the PRODUCT, and hence approached Hor authorization to sell PRODUCTS, VERB E Vehicles. in called the TERRITORY.  After mutual discussion and due assessment, Hometech have decided to allow the Deas specified Territory. as per agreed terms as stated below:	metech, the Principal company to seek Territory Area /Location, Herein After

Now, in consideration of the mutual discussion and understandings between the parties hereto, it is agreed as follows:

#### 1. TERRITORY

It has been agreed that the dealer will sell, to the customers/customer groups and be responsible for sales in the territory only. The Dealer will not sell directly or indirectly the Products outside the above TERRITORY. In case DEALER desire for any change in the above areas, They must notify the Company and such changes must have company's prior written approval. the DEALER understands that this Agreement DOES NOT provide exclusive rights or access to Product, and the dealer will not misrepresent this aspect of the Agreement to anyone.

#### 2. PRICE/PAYMENT TERMS

PRICE LIST is applicable only if duly signed by or sent by HOMETECH the Company, through its official communication channels. No verbal or casually intimated commercial terms including pricing and incentive scheme's will be honored by the Company, unless it is given in writing by the authorized person not below the designation of General Manager. The Dealer shall purchase Product directly from the Company according to the price list applicable, and terms of sale in effect for Product on the date of billing; prices. Payment and Credit terms will be as

PAYMENT TERMS of the Company are strict cash and carry, and the company have No Credit policy. The Company will accept all payments only by Cheque, DD, RTGS/NEFT/UPI and will not be responsible for any cash payments made by the dealer to any employee for discharge of their dues to the Company or for his Personal/company use, or for any other purpose whatsoever.

#### 3. COMPANY'S OBLIGATION TO THE DEALER.

per Company policy intimated to dealer from time to time.

- A. To supply products in Standard packing, against orders as accepted. Company shall have no liability for damages incurred, or for failure or delay occurred due to the reason(s) beyond their control.
- B. The products will be supplied as per specified specification and, The delivery schedule as agreed will be utmost honored, subject any force majeure
- C. The Company will ensure delivery and availability of genuine spares parts to be used in routine servicing and general maintenance of the products.
- D. Extend warranty support if offered under any special terms and conditions and provide after-sales-service (where ever applicable) as per company policy intimated to DEALER from time to time. Company does not take any responsibility for transit damage occurred during secondary or tertiary sale to the customers/resellers.
- E. The company will Provide adequate POS material, for BTL activities and will carry out localized branding activity to support the dealer.
- F. The Company will carry out regular ATL activities as per the need to create brand awareness.
- G. Company will not be obliged to honor any verbal communication made to the dealer by any employee the company. No verbal commitments shall be entertained if the same is not approved in writing by the company's Authorised personal through his official e mail or cell number.

#### 4. DEALER'S OBLIGATIONS TO COMPANY

- 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. Diealer 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