



## DISTRIBUTOR AGREEMENT

THIS DISTRIBUTOR AGREEMENT (“**AGREEMENT**”) IS AN ELECTRONIC RECORD IN THE FORM OF AN ELECTRONIC CONTRACT UNDER INFORMATION TECHNOLOGY ACT, 2000 AND RULES MADE THEREUNDER AND THE AMENDED PROVISIONS PERTAINING TO ELECTRONIC DOCUMENTS IN VARIOUS STATUTES AS AMENDED BY INFORMATION TECHNOLOGY ACT, 2000. THIS AGREEMENT DOES NOT REQUIRE ANY PHYSICAL, ELECTRONIC OR DIGITAL SIGNATURE.

THIS DISTRIBUTOR AGREEMENT IS A LEGALLY BINDING CONTRACT BETWEEN **BIKAJI FOODS INTERNATIONAL LIMITED**, A COMPANY INCORPORATED UNDER THE COMPANIES ACT 1956 AND PRESENTLY HAVING ITS REGISTERED OFFICE AT F-196/199, F-178 AND E-188, BICHWAL INDUSTRIAL AREA, BIKANER-334 006, RAJASTHAN, INDIA OR SUCH OTHER ADDRESS AS MAY BE CHANGED FROM TIME TO TIME AND HAVING COMPANY IDENTIFICATION NUMBER (CIN) **U15499RJ1995PLC010856** (ALSO REFERRED TO AS THE “**COMPANY**”) AND THE “**DISTRIBUTOR**” WHICH SHALL MEAN AN INDIVIDUAL OR BODY CORPORATE OR LEGAL ENTITY (COMPANY, SOLE-PROPRIETORSHIP, PARTNERSHIP, HUF ETC.) REPRESENTING ITSELF THROUGH ITS DULY APPOINTED AUTHORIZED SIGNATORY ONLY, WHO HAS COMPLETED REGISTRATION ON THE COMPANY’S DISTRIBUTOR MANAGEMENT SYSTEM (“**DMS**”) OR OTHERWISE AND THE DISTRIBUTOR SHALL BE DEEMED TO MEAN AND INCLUDE HEIRS, PARTNERS, SUBSIDIARIES, AFFILIATES, SUCCESSORS AND PERMITTED ASSIGNS, AS THE CASE MAY BE.

THE DISTRIBUTOR AND THE COMPANY MAY BE REFERRED TO AS THE “**PARTY**” INDIVIDUALLY AND AS THE “**PARTIES**” COLLECTIVELY.

### **WHEREAS,**

1. The Company is *inter-alia* engaged in the business of manufacturing, supply, sale and distribution of bhujia, namkeen, sweets, papad extruded snacks and chips, maida items, cookies or any other products marketed, distributed and sold by the Company under the brand name “Bikaji” or any other Brand manufactured/Co-packaged, Contract Manufacturing by the Company (the “**Products**”).
2. The Distributor is in the business of distribution, wholesale and trading of the Products.

**NOW, THEREFORE**, based on the above premises and in consideration of the covenants and agreements contained herein, the Parties agree as follows:



## 1. DEFINITIONS AND INTERPRETATION

1.1 Except where the context otherwise requires or capitalized words set out in relevant section of this Agreement, the following words and expressions shall have the following meanings:

(i) "Acceptance" shall mean an acceptance of this Agreement directly or indirectly in electronic form or by means of an electronic record and shall include your affirmative action of clicking on "I Accept/I Agree" or the box against these words/similar type words provided at the end of registration process on DMS or any other manner of acceptance such as using some panel/platform or by any other manner as mentioned on DMS or as notified by the Company.

(ii) "Agreement" shall mean and include this Agreement including all the annexures attached to or referenced to this Agreement, Company policies, DMS related policies/instructions and any other document pursuant to this Agreement and shall include any amendment thereto, from time to time.

1.2 Unless the context of this Agreement otherwise requires:

- (i) words of any gender are deemed to include those of the other gender;
- (ii) words using singular or plural number also include plural or singular number;
- (iii) the terms "hereof", "herein", "hereby", "hereto" and derivative or similar words refer to this entire Agreement or specified clauses of this Agreement, as the case may be;
- (iv) reference to any legislation or law or to any provision thereof shall include references to any such law, from time to time, be amended, supplemented or re-enacted, and any reference to statutory provision shall include any subordinate legislation made from time to time under that provision; and
- (v) reference to the word "include" shall be construed without limitation;

## 2. APPOINTMENT AND SCOPE

2.1. The Distributor is hereby appointed as a non-exclusive distributor of the Products in such territory as notified/intimated by the Company as part of the registration process on DMS or any other mode (the "**Territory**"). The Company retains all rights to appoint other Distributor(s) or sell the Products directly or indirectly in any other manner such as modern trade or online platform operating or providing delivery, at any location within the Territory, at its discretion. The Company reserves the right to amend the list of Category/Products by adding or discontinuing any Category/ Product(s).

2.2. As part of the registration process, the Distributor has provided the relevant details, documents etc. as required by the Company. Distributor represents that it, in its individual capacity and/or as an authorized representative of an entity registering as a Distributor, is competent to contract, under the applicable laws.

2.3. The Distributor confirms that it has read, understood and is agreeable to the terms and conditions provided in this Agreement. The Distributor expressly agrees that upon its Acceptance, this Agreement shall become binding on the Distributor. Hence, if Distributor/you do not agree to the terms and conditions of this Agreement, please DO NOT accept this Agreement. Hence, the Acceptance to this Agreement means that the Distributor has fully read and understood each and every term and condition of this Agreement.

2.4. The Distributor scope of work shall include but not limited, to establish, operate and maintain office, warehouses/depot and requisite infrastructure for the sale of the Products to the retail stores/shops or network developed by the Distributor (collectively referred to as "Buyers"), within the Territory or such other function as may be instructed by the Company.

2.5. The Distributor shall make adequate investments for running the business and to service the Buyers within the Territory and to fulfill its obligations under this Agreement. The Company



may, at its sole discretion, support the Distributor in purchasing certain assets or creating facilities by way of subsidy, financial assistance or such other manner as the Company may deem appropriate.

### **3. ONBOARDING AND TRAINING**

- 3.1. Upon the successful completion of registration formalities, the Distributor will be provided access to Company's DMS portal/platform. The Distributor will be solely responsible for maintaining the safety and confidentiality of the platform provided to it. The Distributor shall be fully responsible for all activities that occur in Distributor's account. To the extent possible and/or unless otherwise required by the Company, the Distributor understands and agrees that DMS will be a communication channel between the Parties for the purposes of this Agreement. The Company reserves its right to suspend or terminate access to the Distributor on the DMS platform, at any time, without assigning any reason.
- 3.2. The Distributor shall pay to the Company, such sum as notified by the Company, as security towards its due fulfillment of terms and conditions of this Agreement including timely payment of the orders given by the Distributor.
- 3.3. The Company may provide to the Distributor, for itself and other key employees designated by the Distributor, the training in the form and manner as it may deem necessary, covering all the Products, Price List and Company policies. The Company shall not be liable for any cost incurred by the Distributor in connection with the training such as travel, accommodation etc.

### **4. ORDERING OF PRODUCTS**

- 4.1. Orders by the Distributor of the Products shall be communicated through DMS or in any other manner as the Company may from time to time notify to the Distributor. Orders shall not be binding on the Company unless and until accepted and communicated by the Company in writing via DMS or in any other manner Company does notify to the Distributor. The Company may define the stock norms or minimum order quantity.
- 4.2. Orders shall be sent by the Distributor as per the Company Price List (CPL) for each Product as communicated by the Company from time to time, subject to Company's final Order acceptance. No materials would be dispatched without the proper orders as stipulated herein. The Company shall be entitled to vary the Company Price List (CPL) at any time without being liable to give prior notice.
- 4.3. The Company will use all reasonable endeavours to fulfill accepted orders for Products but shall not be liable in any way for any loss of trade or profit or any other loss occurring to the Distributor in the event of delivery being frustrated or delayed.

### **5. PAYMENT AND LIABILITIES**

- 5.1. The Products shall be invoiced at the Company Price List and no cash discount shall be applicable on these prices, unless the same is conveyed in writing by the Company.
- 5.2. All purchases made by the Distributor will be against advance payments unless agreed otherwise by the Company.
- 5.3. In the event of any delay in payment or liability, the Distributor shall be liable to pay interest at 1.5% per month or part thereof for such period during which the amount remains outstanding. All the charges with respect of dishonor of cheques, if any, will be borne by the Distributor. This is without prejudice to the Company's other rights under this Agreement or under applicable laws including without limitation the right of the Company to adjust the security amount from the amount outstanding or make a set-off from any amount paid by the Distributor.
- 5.4. Further, in the event of non-payment as mentioned above, the Company may also have the right to repossess any and all units of the Products for which payment has not been received by the Company and any documentation, data, records or information relating thereto.



## **6. DELIVERY AND STORAGE OF PRODUCTS**

- 6.1. The Company, at its own cost and expense, will dispatch Products to the Distributor by such carrier as the Company may deem fit. The Products shall be dispatched to the Distributor's address mentioned herein or to such other address as the Distributor shall from time to time notify to the Company as its delivery address within the Territory. The issue/acceptance of Lorry Receipt (LR)/Goods receipt (GR) note by the Distributor to the transporters shall constitute due acknowledgement of the quantity of the Products mentioned therein and same shall be inspected by the Distributor to verify the goods are in good condition to resell. Incidence of damaged goods/short supply is to be brought to the notice of the Company within two (2) hours from the time of taking delivery of the Products and the same is to be mentioned in LR/GR countersigned by the transporters failing which no claim on such accounts shall be entertained by the Company. Subject to the foregoing, if the Distributor does not inform the Company about the shortage or damaged goods within 2 hours of Product receipt, it will be deemed as no shortage or damages of the units of any Products so supplied.
- 6.2. The Distributor shall take delivery of the Products and make transporter free within maximum twenty four (24) from the time transporter reaches to the Distributor's delivery location. In case of any delay by the Distributor in unloading the Products, the Distributor shall pay INR 3,000/- (Rupees Three Thousand) per day or part thereof as demurrage charges. The Distributor agrees to pay such cost immediately, without any demur or protest.
- 6.3. The Distributor shall at all times maintain an adequate, suitable and clean warehouse/godown located at such place which provides easy ingress for the movement of vehicles carrying stock of Products and shall also have sufficient parking space for the purpose of unloading Products.
- 6.4. The Distributor shall maintain best hygiene conditions at its storage locations. For this, the Distributor shall endeavor that the said storage locations are free from pests, insects, theft, burglary, pilferage and damage whatsoever and shall be responsible for ensuring that the Products reach the Buyers in proper and good conditions.
- 6.5. Additionally the Distributor shall also be required to fulfill all the Company's policies or instructions given by the Company from time to time in relation to delivery and storage of Products including providing the required space for the staff located at the Distributor's premises with telephone and computer facility as required.
- 6.6. The Distributor agrees to maintain and provide sufficient delivery vehicles for delivery of the Products from its godown/warehouse to the Buyers within the Territory, at its own cost and expense.
- 6.7. The Distributor will not sell any Product beyond the shelf life of the Product as declared on the label.
- 6.8. The Company shall bear all cost in relation to carriage and transportation and insurance in respect of the Products, from the Company's factory units/godown to the Distributor godown/warehouse. However, the Company reserves the right to pass on the cost of carriage and transportation and insurance to the Distributor after giving prior intimation.
- 6.9. If the Distributor is in default in the performance or observance of any of its obligations under this Agreement, the Company shall be entitled, for so long as such default continues (but without prejudice to its other rights under this Agreement), to withhold delivery of Products to the Distributor notwithstanding that orders for Products have been accepted by the Company.

## **7. TITLE, RETURNS AND MARGINS**

- 7.1. The Parties agree that the title of the Products purchased by the Distributor and all risks of loss or damages shall vest with the Distributor or pass to the Distributor, as soon as the Products are delivered at the warehouse or godown of the Distributor. The Distributor shall be responsible for obtaining adequate insurance policies for the Products after the Products are delivered to it.



- 7.2. The Distributor agrees that there will be no return of Products to the Company unless and until approved in writing by the Company.
- 7.3. The Company will give the price list to the Distributor. The Company's price list will show the margin to be allowed to the Distributor and the price at which the products are to be sold to the next level. The Distributor shall abide by the price list without any variation. The Distributor shall not sell any Product at a price exceeding the Maximum Retail Price (MRP) of the Product.

## **8. REPORTING AND INSPECTION RIGHTS**

- 8.1. The Distributor shall maintain proper accounts and records of the Products sold and shall further provide the Company with periodic demand forecast, monthly statements of opening and closing stocks of Products, Product wise purchase and sales, area wise and/or retail store/shop wise sale data, details of claims passed on to the retail network or ultimately to the consumers, balance confirmation, GST compliance confirmation, complaints or feedback about any Product or such other data or reports as required by the Company from time to time. Distributor shall, at its cost and expense, be required to install and use any software as notified by the Company for getting appropriate statements/reports.
- 8.2. The Company and its consultant/auditors shall have the right at any time during regular business hours, and without prior notice to the Distributor, to inspect and/or audit the business location, records of sales, invoices, computer files and other records of, and/or relating in any way to the Products or relevant to this Agreement.

## **9. MARKETING AND PROMOTIONAL ACTIVITIES**

- 9.1. The Company shall be undertaking advertising and marketing of the Products. However, when there is a need for a localized promotion within the Territory, the Company shall communicate the same in writing to the Distributor to facilitate such promotional activities.
- 9.2. The Distributor agrees that it shall take a prior specific written approval from the Company and consult with Company and to keep Company reasonably apprised of its marketing plans and activities and to comply with Company's then-current marketing policies and practices. The Distributor shall provide a timely opportunity for said approval by the Company. Subject to prior written approval, the Company may reimburse towards such marketing, promotional and other sale support/augmentation activities upon receipt of valid invoice from the Distributor.
- 9.3. The Distributor acknowledges and agrees that the Company may from time to time launch certain promotional activities and schemes for its Products to achieve the targeted sales of the Products. It is agreed that the Distributor shall extend its full cooperation to implement any such promotional activity or scheme as introduced by the Company. The commercial part of any such promotional activities and schemes shall be as per the Company Policies. The Distributor undertakes to pass on all the schemes/promos which may be introduced by the Company from time to time, to all the Buyer(s) in the market.
- 9.4. The Company may offer incentives or discounts on the basis of turnover or performance of the Distributor or any other parameter as the Company may deem fit appropriate, and the same shall be adjusted through financial credit notes to the Distributor.
- 9.5. The Distributor shall not conduct any contest, promotional scheme, discount scheme or any other schemes in respect of the Products without prior written approval from the Company.

## **10. TAXATION**

- 10.1. Goods or Services Tax or GST means any tax on the supply of goods or services which is leviable or assessed under Goods and Services Tax Legislation at Centre and State level as amended from time to time (GST Law).



- 10.2. The prices for the supply of the Products/goods quoted or agreed by the Company shall be exclusive of all the transaction tax, including but not limited GST. The Distributor shall pay tax in addition to the price of the Products.
- 10.3. The Distributor warrants that it shall pay to the Company tax leviable (at the time of supply, before the supply, and after the supply, including escalation) on the supplies made by the Company to the Distributor.
- 10.4. The Distributor also warrants that it shall comply with the GST compliances as may be applicable upon it and shall render the Company indemnified of all the tax costs, including interest and penalty in the event of any default of GST Law by the Distributor.
- 10.5. The Distributor also warrants that, in case of supply by the Distributor to the Company, the Distributor shall provide a proper tax invoice/debit note in the form and manner prescribed under GST invoice rules containing all the particulars mentioned therein. In the event that the distributor fails to provide the invoice/debit note in the form and manner prescribed under rules, the Company shall not be liable to make any payment against such invoice/debit note.
- 10.6. The Distributor shall ensure filing of all the returns, disclosure of supplies made to the Company, if any, in such returns and timely payment of GST thereon.
- 10.7. The Company may at any time ask the Distributor the evidence that the respective invoices have been disclosed in GST returns of respective months and the Distributor should undertake to furnish the proof of electronically filed GST return to the relevant authority.
- 10.8. The Company need not make a payment of the GST amount until it receives a tax invoice or debit note (as appropriate) for the supply to which the payment relates.
- 10.9. In case of rejection of Input Tax Credit (ITC) by the concerned tax authority, on account of non-payment of GST amount by the Distributor or for any other reasons attributable to the Distributor, the Distributor shall indemnify the Company against all consequences, liabilities of any kind whatsoever directly arising from denial of ITC including but not limited to interest and penalty arising out of such default.
- 10.10. Any breach of the above indemnification or undertakings shall be construed as breach of the terms and conditions for reimbursement of GST and the Company shall be at liberty to take such action against the Distributor including recovering of reimbursed GST amount from –
  - a. any of the Bank Guarantee executed in favour of the Company, if any,
  - b. Security deposit paid by the Distributor or
  - c. Other unpaid invoices, if any are raised to the Company or any of its associates.
- 10.11. Each Party agrees to do all things, including providing invoices or other documentation in such form and detail that may be necessary to enable or assist the other Party/ies to claim or verify any ITC, set off, rebate or refund in relation to any GST payable under this Agreement or in respect of any supply under this Agreement.
- 10.12. As required by any applicable legislation, where identifiable cost savings are realized by virtue of any amendment/modification in the GST law, rules, regulations or any other notifications issued thereunder, those cost savings will be passed on to the Company.

## **11. DISTRIBUTOR'S REPRESENTATION AND WARRANTIES**

- 11.1. The Distributor hereby represents and warrants that:
  - (i) it is a legal concern duly incorporated and validly existing under the laws of India;
  - (ii) it has full power and absolute authority to execute and deliver this Agreement and to perform all its duties, obligations and responsibilities;





- (iii) it has conducted and continue to conduct the business in compliance with all applicable anti-bribery laws; and
  - (iv) it has been granted with full force and effect, all approvals, permits, authorizations, consents, licenses for carrying on the business as specified under this Agreement including without limitation licenses or approvals under Food Safety and Standards Act, 2006 and rules and regulations made thereunder, Legal Metrology Act & rules and regulations made thereunder and/or any other relevant law that may be applicable while dealing with the Products.
- 11.2. The Distributor agrees to sell the Products on an ‘as is’ and ‘as received’ basis without tampering with the packaging and with the original labels thereon.
- 11.3. The Distributor will promptly intimate the Company of any sample taken / seized / lifted of the Company’s Products by any authorities, including but not limited to under the Food Safety and Standards Regulations (FSSA) and / or under any other applicable acts/ rules in force. The Distributor will render all possible assistance as may be required by Company in dealing with the same. The Company shall in no way be responsible for any claim/loss/ damage/legal consequence arising out of bad or improper storage or due to any act of omission or commission on the part of the Distributor and/or for non-compliance of FSSA Act and /or other laws applicable to the Distributor.
- 11.4. In the event, the Distributor comes to know about any party engaged in manufacture, sale and distribution of counterfeit, spurious or look-alike products, the Distributor will endeavor to promptly inform the Company about such third party.
- 11.5. The Distributor hereby agrees that it shall at all times faithfully, honestly and diligently perform the obligations under this Agreement, and that it will continuously put in best efforts to promote, enhance and maximize the business of the Products and the goodwill of the Company. The Distributor expressly agrees that it shall not enter into any type of transaction or activity or obtain any interest (directly or indirectly) with any employee of the Company.
- 11.6. The Distributor represents that it is not distributing or selling any other goods or services of any competitive brand, directly or indirectly and shall continue to ensure the same during the validity of this Agreement, which are same or similar to the category of the Products sold by the Company and for which this Agreement is entered into with the Distributor. In addition to the foregoing, the Distributor shall not during the validity of this Agreement and a period of one year thereafter, without prior written consent of the Company, directly or indirectly, i) compete with the business of the Company; or ii) become dealer, stockist or obtain any interest or association with any competitor (being in similar business or causing conflict) of the Company; or iii) solicit or induce any employee to cease employment with the Company, or cause any client or distributors, stockist or any network of the Company to cease doing business with Company. The Distributor acknowledges that these conditions are reasonable and necessary to protect the interest of the Company.
- 11.7. The Distributor shall comply with all applicable laws and regulations governing, without limitation, storage, transportation, advertising, sales, distribution or any other activity relating to the Product, and the Company shall not be liable for any non-compliance by the Distributor.

## **12. CONFIDENTIAL INFORMATION**

- 12.1. The Company has imparted and may from time to time impart to the Distributor certain confidential information relating to the Products, cost, margins, commercial terms, schemes, personal data, or marketing or support thereof and the Distributor may otherwise obtain confidential information concerning the business and affairs of the Company pursuant to this Agreement. The Distributor hereby agrees that it will use such confidential information solely for the purposes of this Agreement and that it shall not disclose, whether directly or indirectly, to any third party such information other than as required to carry out the purposes of this



Agreement. In the event of and prior to such disclosure, the Distributor will obtain from such third parties duly binding agreements to maintain in confidence the information to be disclosed to the same extent at least as the Distributor is so bound hereunder.

- 12.2. It is agreed that the name of the Distributor, the nature of relationship between the Parties, Term and the existence of the Agreement, may be disclosed by the Company in various documents, advertisements and presentations in the materials and media in connection with any initial public offering of shares or any capital raising, proposed to be undertaken by the Company.

### **13. INTELLECTUAL PROPERTY RIGHTS**

- 13.1. The Distributor acknowledges that any and all of the copyright, trademarks and other intellectual property rights subsisting in or used in connection with the Products, DMS platform including all documentation and manuals relating thereto are and shall remain the property of the Company.
- 13.2. The Distributor also acknowledges that such copyright; trademarks and other rights belonging to the Company may only be used by the Distributor with the consent of the Company for the limited purpose of this Agreement and during the validity of this Agreement.

### **14. INDEMNIFICATION**

- 14.1. The Distributor shall indemnify the Company, its directors and officers, against any and all damages, losses or other claims arising out of, or related in any way to, any of its acts, errors or omissions, whether related to it, its employees, agents or representatives, or otherwise arising out of a breach of the terms of this Agreement. Further the Distributor shall indemnify and hold harmless the Company from all fines, suits, proceedings, claims, demands, actions, loss, damages costs, fees (including attorneys' fees and related expenses) and/or any other expense, obligation and/or liability of any kind or nature (including, but not limited to, claims of negligence), however arising or otherwise connected with and/or related to any act, error and/or omission of the Distributor, its employees or agents.

### **15. TERMINATION**

- 15.1. Notwithstanding any provisions, this Agreement may be terminated forthwith by either party by notice in writing from the party not at fault if any of the following events shall occur, viz.:
- (i) if the other party shall at any time be in default under this Agreement and shall fail to remedy such default (if capable of remedy) within fifteen (15) days from receipt of notice in writing from the first party specifying such default;
  - (ii) if the other party shall commit any act of bankruptcy or become unable to pay its debts, or shall cease to carry on business;
  - (iii) change of control of the Distributor;
  - (iv) if the Distributor violates any applicable laws.
- 15.2. This Agreement may be terminated by the Company at any time by furnishing a written notice of fifteen (15) days without assigning any reason. No such termination shall result into any liability or compensation to the Distributor.
- 15.3. The expiry or termination of this Agreement shall be without prejudice to the rights of the parties accrued up to the date of such expiry or termination. Upon termination of this Agreement, the Distributor shall, forthwith cease and discontinue use of any trademark and marketing of the Products and return or destroy (as per Company instruction) no later than ten (10) days thereafter, all documentation, technical information and any other data supplied to it during the continuance of this Agreement and it shall furnish a certificate, certifying that the same has been done. In addition to this, the Distributor shall also complete the tasks or instructions given by the Company which are reasonably necessary for the business of the Company.





## **16. FORCE MAJEURE**

- 16.1. Neither party shall be in default of the Agreement or liable to the other party for any delay or default in performance (save and except its obligation to pay under this Agreement) where occasioned by or hindered by any cause of any kind or extent beyond its control, including but not limited to, embargoes; shortages of labor, raw materials, production facilities or transportation; labor difficulties; civil disorders of any kind; action of any civil or military authorities; telecommunications failures; accidents; or acts of God such as fires, floods, earthquake, elements of nature or any other similar cause beyond the reasonable foreseeable control of the affected party and could not have been prevented by reasonable precautions (“**Force Majeure Event**”).
- 16.2. The Affected Party shall immediately notify the other Party of the occurrence of the Force Majeure Event and describe in reasonable detail the nature of the Force Majeure Event. In the event that the Force Majeure Event shall continue for a period exceeding fifteen (15) calendar days, either party shall be entitled to terminate this Agreement.

## **17. ASSIGNMENT**

- 17.1. This Agreement and the rights and licenses granted hereunder are not assignable without the prior written consent of the Company including assignment happening due to any corporate restructuring of the Distributor.

## **18. DISPUTE RESOLUTION**

- 18.1. Any dispute which arises between the Parties shall be attempted to be resolved by good faith discussions between the Parties. Where the Parties are unable to resolve such disputes by good faith discussions within a period of 15 (fifteen) days from the date of a written notice by either Party, either Party shall be free to refer the dispute to arbitration in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996.
- 18.2. The place and seat of arbitration shall be Bikaner, Rajasthan and the language of the arbitration shall be English/Hindi. The arbitration shall be conducted by a sole arbitrator appointed by the Company. The award of arbitration shall be final and binding.

## **19. GOVERNING LAW & WAIVER**

- 19.1. The Agreement shall be governed by the laws of India and subject to the exclusive jurisdiction of Courts in Bikaner, Rajasthan. Each of the Parties hereby irrevocably consents to the exclusive jurisdiction of the courts in Bikaner, Rajasthan (and of the appropriate appellate courts therefrom) in any suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding.
- 19.2. No failure on the part of either Party hereto to exercise, and no delay on its part in exercising, any rights or remedy under this Agreement will operate as a waiver thereof nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy, and the same shall not affect in any manner the effectiveness of any of the provisions of this Agreement.

## **20. RELATIONSHIP OF THE PARTIES**

- 20.1. It is expressly agreed and understood that the Distributor is an independent contractor and is in no way authorised to make any contract, agreement, warranty or representation on behalf of the Company, or to create any obligation, express or implied on behalf of the Company.
- 20.2. Nothing in this Agreement or otherwise shall be construed to create an agency or fiduciary or trust relationship, a partnership or joint venture, between the Parties and there does not, and will not, exist any fiduciary, trust or similar special relationship between the Parties. Neither Party shall act as the agent of the other, nor shall either Party guarantee or become in any way



responsible for the obligations, debts or expenses of the other. The Distributor shall be solely liable to its employees for all employee related matters and compliance with applicable labour laws and shall not hold the Company liable or responsible for the same.

- 20.3. It is expressly agreed by and between the Parties that the Company shall have no liability for any VAT, GST, service, occupation, excise, gross receipts, income, property or other taxes, whether levied on the Distributor, in connection with the sales made and/or business conducted by the Distributor.

## **21. RELEASE**

- 21.1. The Distributor expressly acknowledge that before the date of Acceptance of this Agreement, there are no Distributor's claims, liabilities, costs, expenses, rights and actions of any kind whatsoever or howsoever arising which the Company is liable to pay or settle to/with the Distributor with respect to the distribution of Products prior to the date of Acceptance of this Agreement (Released Claims) and from the date of Acceptance to this Agreement, the Distributor expressly releases and forever discharges the Company from all Released Claims.

## **22. ELECTRONIC COMMUNICATION**

- 22.1. When Distributor use the DMS platform or send emails or other data, information or communication to the Company, the Distributor understands and agrees that the Distributor is communicating with the Company through electronic records and the Distributor consent to receive communications via electronic records from the Company periodically and as and when required. The Company will communicate with the Distributor by email or by notices on the DMS platform/page/panel or electronic records on the website of the Company which will be deemed adequate service of notice/electronic record. Notwithstanding the foregoing, the Company may communicate with the Distributor in any other mode of communication such as sending physical intimation.

## **23. AMENDMENT**

- 23.1. The Company may amend the terms and conditions of this Agreement including any policies or may provide any instruction at any time, in its sole discretion, by intimating the Distributor by way of notification on the panel of DMS and/or by sending an email to the email ID provided by the Distributor. It is Distributor's responsibility to review amendment notifications/communication from time to time.

## **24. ENTIRE AGREEMENT**

- 24.1. This Agreement contains the entire understanding between the Parties with respect to its subject matter and supersedes any prior understandings and agreements between the Parties, relating to the subject matter hereof.