

SPECIMEN AGREEMENT (Warehouse/Depo/Mart/Shoppe)

This agreement is made on ____ day of _____, between M/s **PhytoAtomy Pvt Ltd** through its Director or its representative(s) having its registered office at No.3,4,5 II Floor, Building No. S2 Golden Park Majiwada, Mumbai, Maharashtra 400601 (Hereinafter called the party of the First part or the Company or the Seller).

AND

M/s. _____ through its proprietor Mr. _____
S/o Mr. _____ residing at _____

(Hereinafter called the Party of the Second Part or the buyer).

Whereas the party of the First Part is into Branding and Marketing their vast range of products in Healthcare, Personal Care, Agriculture, Home Care, Supplements, Grocery, Alkaline etc through their own brands & other strategic tieups.

Whereas the party of the Second Part has shown interest for opening a Warehouse / Depo / Mart / Showroom of the party of the First Part which has agreed to appoint the party of the Second Part as its Authorised Buyer on the following terms and conditions:-

That the Party of the First Part hereby appoints M/s _____ the Party of the Second Part to Supply & Retail all their brands Products through its Supply Chain & showroom / Mart / Shoppe network.

The party of the Second Part will not sell the product of any other brands or other related companies and will comply with following norms.

1. That the agreement shall come into effect from _____ and the Party of the First Part shall dispatch and deliver the goods to the party of the Second Part on sale/purchase basis. The freight of goods sent on consignment shall be borne by the party of the First Part i.e. the goods / products shall be supplied to the party of the Second Part on F.O.R basis by Road Transport only. Air freight shall be payable by the party of the Second Part minus subsidy of Road Transport charges.
3. That the party of the Second Part will be provided a Unique Code to login and place / track his order & as well as check its accounts / wallet with the company. Against the purchase request, a separate Line of Credit will be provided depending on the nature

of Geographical Sales & Relationship after submission of all necessary KYC documents and GST certificate.

4. The said Warehouse / Depo / Mart will operate like a fulfilment centre for the entire allotted geographical zone as well as his own Mart (if Intended).
5. Monthly Net Sales of Warehouse / Depo will be eligible for a overall **3% Incentive incase of Warehouse and 4% Incentive incase of Depo** and the same shall be credited in his Account before 15th Date of upcoming month. It is to be cleared that all incidental charges with regards to Monthly Rentals, Salaries, Storage, Racking, Insurance, Maintenance, Transportation and overall handling of products will be taken care by the second party at their own cost .
6. Mart will avail instant discount while placing orders and the said **Discount varies from 7-10% depending on the category of purchase.**
7. Company has provided Line of Credit assuming better availability of products and based of following preconditions accepted by Second Party such as
 - (a) That the party of the Second Part shall deposit total Net Realization Value (i.e. gross sales including GST/VAT) payment billed from his respective Mart with the party of the First Part in respect of the goods sold on daily basis. This procedure has to be strictly followed. Any delay in depositing the payment for more than 3 working days will attract interest @ 24% p.a. & if the payment is delayed more than 7 days the party of the Second Part will be treated as defaulter and Line of Credit provided will be revoked immediately without any prior intimation and/or notice.
8. In case of non-deposit/payment of the daily sales proceeds into the bank account of the party of the First Part, the First Party reserves the right to withhold the Incentive of Second Party until time when the Second Party makes regular deposits as outlined.
 - The party of the Second Part alone shall be responsible for and shall bear all recurring charges and expenses, whatsoever, incurred or to be incurred in carrying on their business without prejudice to the generality of the foregoing, the Second Party shall pay: –
 - All rates and taxes and other outgoing payable to the local authorities in respect of their office and storage premises.

The First Party shall (if it feels necessary) assist the Second Party in the selection, recruitment and training of such personnel. The second party shall bear all salaries, expenses and contributions including statutory contributions in respect of such personnel and it is agreed that they shall at no point of time be or construed to be the employees of the Company (party of the First Part). The Second Party shall not at any time release advertisements in local newspapers or other publications, brochures, pamphlets, direct mail, etc or undertake any other form of sales promotion in the

name of or on behalf of the Company except in the form and manner instructed and approved by First Party in writing.

9. Stocks to be adequately insured for all risk (earthquake, fire, riots) with the policy stating the beneficiary being the First Part in event of any claim up to the value of Credit Line Approved and Provided. The cost of all such insurance will be borne by Second Party. Any Settlement Claim amount received in excess of Credit Line provided will be reimbursed to the Second Party.
10. That the Second Party shall deposit the local GST/VAT amount as per GST/VAT Rules & maintain all the records of the same. The Party of the Second Part will be responsible to pay GST (Goods and Service Tax) on their GST no. against E-Way Bill generated by them.
11. The First Party shall be entitled to conduct physical stock verification of the stocks (Up to the Value of Credit Line Provided) maintained by the Second Party either by its own employees or by the auditors or through any other person authorized by the first party, periodically or at any time as may be convenient during a working day. In the event of there being any difference between the physical stock and the stock as per the books of the First Party, then the value of such stocks at the DP price plus Incentive shall be compensated to the First party in addition to the interest of 2% per month for the period between the last reconciliation/business commencement date till the day such shortage was found. Such amount shall be deposited in the Bank account of the First party immediately, failing which the amount involved along with the interest shall be recovered from the Incentive applicable to the Second Party by the First Party.
12. That the second party shall be responsible for any shortage or loss due to the pilferage or damage to the goods after 48 hours from the receipt of goods. Intimation of such damage reported by registered mail or through registered Whatsapp number within 48 hours of receipt of goods will be accessed, verified and on confirmation suitable exchange will be made available by First Party.
13. That in the case of this agreement being terminated by the party of the First Part, First Party shall buy back all the non-expired stock from the Second Party at the price charged by the First Party as per the invoice bill generated minus any incentive or cost incurred. In case the Second Party wishes to terminate the agreement after shipment of goods is made, First Party will not liable to repay any payment against such goods shipped as applicable GST, Transportation, Incentives & Packaging etc have been done. In event of closure by Second Party on its own will, it is agreed that No Claim can be made till the recovery of Line of Credit Provided by the First Part and

remaining value if derived after recovery of Line of Credit will be repaid to the Second Party after deducting all incidental charges required in disposing of the goods brought by the Second Party at their Own Cost till the Godown of the First Party.

14. That party of the Second Part can't sell products at a price higher than maximum retail price quoted on the products. However, discounts/clearance sales will be allowed to customers from time to time with instructions/policies of the party of the First Part.
15. In the event of the failure of the party of the Second part to comply with the above provisions or to provide proper services to the customers, the Party of the First Part shall be entitled to terminate the agreement without any prior notice and giving sufficient evidence to prove the failure of the Party of the Second Part. Any dispute arising from or in connection with this Agreement shall be settled by amicable efforts from the parties to the dispute or / otherwise it may be referred to arbitration. In case of arbitration, the proceedings of such an arbitration will only be held in Daman. Such an Arbitration proceeding will adhere to the Arbitration and Conciliation Act, 1996. The competent court in Daman alone shall here by have jurisdiction in respect of all matters arisen out of this Agreement or Arbitration.

All disputes arising under or out of this Agreement or in any way connected with this Agreement shall be subject to the jurisdiction of the courts of Daman.

IN WITNESS WHEREOF, the parties have this first day of _____ caused their respective seals to be affixed on this Agreement.

For **PhytoAtomy Pvt Ltd**

For

(Authorised Signatory)

(Authorised Signatory)

IN PRESENCE OF

1.

2.