

DISTRIBUTION AGREEMENT

This Distribution Agreement (“**Agreement**”) is executed on this ____ day of _____, 2021 (“**Execution Date**”) by and between:

[_____], a [company] incorporated and existing within the laws of Denmark having its registered office at represented by Mr. _____ hereinafter referred to as “the **COMPANY**” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors or successors-in-office, successors-in-interest and/or assigns) of the **ONE PART**:

AND

In case of partnership firm:

_____, a partnership firm represented by its partner Mr. _____ having PAN: _____ and Aadhar No.: _____ and having its office at _____ hereinafter referred to as “the **DISTRIBUTOR**” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors or successors-in-office, successors-in-interest and/or permitted assigns) of the **OTHER PART**;

In case of proprietorship:

_____, a proprietorship firm represented by its proprietor: Mr. _____ having PAN: _____ and Aadhar No.: _____ and having its office at _____ hereinafter referred to as “the **DISTRIBUTOR**” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its legal heirs, administrators, successors or successors-in-office, successors-in-interest and/or permitted assigns) of the **OTHER PART**;

In case of private limited company:

_____, a private limited company having CIN: _____ - represented by its authorized representative / director Mr. _____ [having DIN: _____] authorized vide board resolution dated _____ and having its registered office at _____ hereinafter referred to as “the **DISTRIBUTOR**” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors or successors-in-office, successors-in-interest and/or permitted assigns) of the **OTHER PART**;

(The Company and the Distributor shall hereinafter be individually referred to as a “**Party**” and collectively referred to as the “**Parties**”, as the context may require).

WHEREAS:

- A. The Company is *inter alia* engaged in the business of _____.
- B. The Distributor is *inter alia* engaged in the business of _____.
- C. The Distributor, with the intention of marketing, promoting and selling the Products (*defined below*), has approached the Company to be allowed to undertake such activities on behalf of the Company.
- D. The Parties have now entered into this Agreement for the purpose of recording the terms and conditions regulating the relationship of the Company and the Distributor.

NOW THEREFORE, the Parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1. In this Agreement, the following terms, to the extent not inconsistent with the context thereof, shall have the meanings assigned to them herein below:

“**Applicable Law(s)**” shall mean and include all applicable statutes, enactments, acts of legislature or Parliament, laws, ordinances, rules, by-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any Governmental Authority, or recognised stock exchanges of India having the force of law;

“**Arbitration Act**” shall have the meaning assigned to it in Clause 11.2 (a) hereof;

“**Authorizations**” shall mean any consent, license, approval, registration, permit or other authorization of any nature which is required under Applicable Law to be granted by any Governmental Authority (including but not limited to any statutory, non-statutory or regulatory authority) which are necessary and/ or mandatory for the purposes of the performance, implementation and completion of the Distributor’s obligations contained hereunder;

“**Dispute**” shall have the meaning ascribed to it in Clause 11.2(a);

“**Dispute Notice**” shall have the meaning ascribed to it in Clause 11.2(a);

“**Government**” or “**Governmental Authority**” shall mean any statutory authority, government department, corporation (including municipal corporations), agency, commission, board, tribunal, court or other entity in India authorised to make laws;

“**IP Rights**” shall mean and include any and all rights in relation to all intellectual property rights subsisting in the products, services, etc., developed, being developed or proposed to be developed by a Person including all patents, patent applications, moral rights, trademarks, trade names, service marks, service names, brand names, internet domain names and sub-domains, including all technical data, databases, customer information, customer pricing, manufacturing process, know-how, research methodologies, test patterns, result analysis methods, inventions, processes, formulae, technology or other similar information or projections and all other intellectual property or similar proprietary rights of whatever nature (whether registered or not and including applications to register or rights to apply for registration) in each case anywhere in the world;

“**Indemnified Persons**” shall have the meaning assigned to it in Clause 5;

“**Information**” shall have the meaning ascribed to it in Clause 10 (*Confidentiality*);

“**Person**” shall mean any natural person, limited or unlimited liability company, corporation, partnership (whether limited or unlimited), proprietorship, Hindu undivided family, trust, union, association, Governmental Authority or any agency or political subdivision thereof or any other entity that may be treated as a person under Applicable Law;

“**Products**” shall mean each of the items that the Company may supply to the Distributor, the specifications, warranties, images, minimum selling price (for onward sale by the Distributor) and other details have been more fully and specifically described in the **Schedule I** hereunder written and amended from time to time;

“**Purchase Order**” shall have the meaning assigned to it in Clause 2.5 (a) (1);

“**Sales Invoice**” shall have the meaning assigned to it in Clause 2.5 (a) (2);

“**Tenure**” shall have the meaning assigned to it in Clause 6.1 hereof; and

“**Territory**” shall have the meaning assigned to it in Clause 2.2 hereof.

1.2 **Interpretation**

Unless the context of this Agreement otherwise requires:

- 1.2.1 Words using the singular or plural number also include the plural or singular number, respectively;
- 1.2.2 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;
- 1.2.3 The term ‘Clause’ refers to the specified Clause of this Agreement and the term ‘Schedule’ refers to the specified Schedule of this Agreement, which is to be treated as an integral part of this Agreement;
- 1.2.4 The words “directly or indirectly” mean directly or indirectly through one or more intermediary Persons or through contractual or other legal arrangements, and “direct or indirect” shall have the correlative meanings;
- 1.2.5 Headings and bold typeface are only for convenience and shall be ignored for the purposes of interpretation;
- 1.2.6 Reference to any legislation or law or to any provision thereof shall include references to any such law as it may, after the date hereof, 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;
- 1.2.7 Reference to the word “include” shall be construed without limitation;
- 1.2.8 Time is of the essence in the performance of the Parties’ respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence;
- 1.2.9 Any word or phrase defined in the body of this Agreement as opposed to being defined in Clause 1.1 shall have the meaning assigned to it in such definition throughout this Agreement, unless the contrary is expressly stated or the contrary clearly appears from the context; and
- 1.2.10 If any provision in Clause 1.1 is a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to it as if it were a substantive provision in the body of this Agreement.

2. **APPOINTMENT AND KEY TERMS**

- 2.1 The Distributor acknowledges that by relying on its representations, warranties, expertise, experience and past record, the Company has agreed to appoint the Distributor for the purpose of promotion,

marketing and sale of the Products.

- 2.2 The Company hereby appoints Distributor as its distribution agent (on **exclusive basis/ non-exclusive basis**¹ for both Parties) for the promotion, marketing, distribution and sale of the Products in India (in short “**Territory**”), and the Distributor hereby accepts such appointment. The Distributor shall not have the authority to make any commitments whatsoever on behalf of Company.
- 2.3 The details of the first set of Product(s) to be offered by the Company shall be as set out in **Schedule I**. Notwithstanding anything to the contrary contained herein, the Parties agree and acknowledge that the terms of any new/additional Product(s) agreed to be distributed under this Agreement shall be recorded by amending **Schedule I**, and the revised terms of the **Schedule I** shall be amended by the Parties and be final only if each such set of terms are signed by authorized signatory of each Party. Each such revised schedule shall be deemed to be a Schedule of this Agreement.
- 2.4 The Distributor shall use its best efforts to promote the Products and maximize the sale of the Products in the Territory. The Distributor shall also provide reasonable assistance to Company in all promotional and marketing activities undertaken by the Company, in the Territory. The Distributor will assist the Company by taking part in all such activities and shall use the marketing inputs judiciously for maximizing sale of the Products.
- 2.5 **Minimum Selling Price:** The Distributor agrees that it shall not sell the Products at a price lower than the minimum actual selling price mentioned in Schedule I herein (“**MSP**”) with respect to each Product.
- 2.6 **Discounts:** The Distributor may offer discounts on the Products provided any discounts extended by the Distributor to the end-customers shall be subject to the following conditions:
- (a) The Company shall at all times be informed in writing about the discounts being extended by the Distributor.
 - (b) The financial impact of the discount shall be borne by the Distributor and shall not be passed on to the Company, unless otherwise agreed by the Company in writing; and
 - (c) The discounts extended shall in no event result in the Products being sold at a price lower than the MSP.
- 2.7 **Products**
- (a) **Invoices.**
 - (1) The Distributor shall, as and when deemed necessary, issue non-binding purchase orders (each such purchase order hereinafter referred to as a “**Purchase Order**” which shall be issued in the format provided in **Schedule II** herein) addressed to the Company by emailing or posting a copy thereof to the Company, and such Purchase Orders shall contain details of the Products required by the Distributor (including the payment terms and the specifications of the Products).
 - (2) In response to the Purchase Orders, the Company shall supply the Products stated in the Purchase Orders (subject to availability) and issue an invoice (each such sales invoice

¹ **Ikgai Law:** To be retained appropriately

hereinafter referred to as a “**Sales Invoice**”) to the Distributor together with supply of the Products mentioned in the Sales Invoice.

- (3) The aggregate amount under the Sales Invoice shall be paid by the Distributor to the Company as per the payment terms set out in the Purchase Order. The Company shall be entitled to withhold the supply of the Products under a Sales Invoice if any amounts are found due and outstanding under any previous Sales Invoices.
- (4) Should there appear to be any discrepancy or ambiguity in description or quantities in a Purchase Order, the Distributor shall immediately submit the matter to the Company for its decision before the Company proceeds to execute the Purchase Order and issues the Sales Invoice.
- (5) Amendment to a Purchase Order shall be subject to the Company’s prior written approval. No amendment to a Purchase Order shall be valid unless agreed to in writing by the Company and incorporated in a revised and duly issued Purchase Order.

(b) Quality checks and return of the Products:

- (1) Upon delivery of the Products at the port of delivery (as mentioned in the Purchase Order), the Distributor shall be entitled to inspect the quality and other attributes of the Products (whether at the port of delivery, if feasible, or at the Distributor’s own premises). The Distributor either reject or accept the Products within 14 (fourteen) days from delivery at the port. In the event the Products are rejected by the Distributor and such rejection is acknowledged by the Company in writing, all costs of reverse shipping the Products shall be borne by the Company. In case however, the Distributor fails to reject or accept the Products (by email to the Company), the Distributor shall be deemed to have accepted the Products.
- (2) In case any Products are returned by the Distributor as per sub-clause (1) above, the Company shall either refund the amount under the relevant Sales Invoice for the corresponding Products to the Distributor or issue a credit note of the equivalent amount, within [___] (____) days of the Company of the Company acknowledging the rejection of the Products.

(c) Costs and Responsibilities: The Parties agree that:

OPTION 1:

- (1) From the Company’s warehouse till the port of delivery: The Company shall be responsible for completing all formalities, permits and consents to complete the delivery of the Products from its own warehouse/ premises till the port of delivery. Further, all costs and expenses of transit and shipping the Products from the Company’s warehouse till the port of delivery shall also be borne by the Company.
- (2) From the port of delivery till Distributor warehouse: The Distributor shall be responsible for completing all formalities, permits and consents (including customs or other clearances at the port of delivery) to accept delivery of the Products at the port of delivery. However, all costs and expenses (supported by documents) of transit and shipping the Products from the port of delivery to the Distributor’s warehouse shall be initially borne by the Distributor which will be reimbursed by the Company upon submission of an invoice by the Distributor (with supporting documents). Company shall reimburse such amount within 30 (thirty) days of the date of an undisputed invoice.

OPTION 2:

the Company shall be responsible for completing all formalities, permits and consents to complete the delivery of the Products from its own warehouse/ premises till the delivery address provided by the Distributor. Further, all costs and expenses of transit and shipping the Products from the Company's warehouse till the Distributor's delivery address shall also be borne by the Company.

OPTION 3:

- (1) From the Company's warehouse till the port of delivery: The Company shall be responsible for completing all formalities, permits and consents to complete the delivery of the Products from its own warehouse/ premises till the port of delivery. Further, all costs and expenses of transit and shipping the Products from the Company's warehouse till the port of delivery shall also be borne by the Company.
- (2) From the port of delivery till Distributor warehouse: The Distributor shall be responsible for completing all formalities, permits and consents (including customs or other clearances at the port of delivery) to accept delivery of the Products at the port of delivery. Further, all costs and expenses (supported by documents) of transit and shipping the Products from the port of delivery to the Distributor's warehouse shall be borne by the Distributor.

(Note: Please delete the options which are not applicable.)

Distributor shall at all times bear the responsibility and delivery costs for delivery to the end customer.

- (d) Sub-agents: The Distributor may, only with the prior written consent of the Company, appoint sub-agents for the performance of the Distributor's obligations contained herein. However, it is clarified that the Distributor shall continue to remain liable for the performance of its obligations hereunder and shall be further responsible for its sub-agents, their employees and agents (including on account of their fraud, negligence and/or wilful misconduct).

3. RISK AND OWNERSHIP

- 3.1. Risk in and of the Products shall pass from the Company to the Distributor immediately upon the physical delivery of the Products accepted by the Distributor or its representative, at the port of delivery mentioned in the Sales Invoice. For the avoidance of doubt, all obligations (including costs) with respect to customs and import clearances under Applicable Law shall be of the Distributor, [unless otherwise agreed to by the Company in writing.]
- 3.2. Ownership of the Products shall pass from the Company to the Distributor upon payment of the Sales Invoice by the Distributor confirmed by the Company.

4. COVENANTS OF THE DISTRIBUTOR

- 4.1. The Distributor warrants that its premises, marketing plans, its facilities and packaging systems, processes and machinery (as also those of its sub-agents) comply with all relevant Applicable Laws and are at par with industry standards.
- 4.2. The Distributor warrants that the Products sold to the customers shall be new, merchantable, of agreed quality and description, in working order, fit for their intended purpose and free from defects.
- 4.3. The Distributor shall ensure that all end customers and the Distributor itself adheres to the Safety Instructions and Usage Guidelines mentioned in **Schedule III** herein. Failure to comply with the said Safety Instructions and Usage Guidelines shall render the warranty extended by the Company as invalid

and the Company shall not be liable to honour the warranty obligations for such Products.

- 4.4. In no event shall the Distributor make any representation, warranty and/or guarantee to any customer in excess of the warranties provided by the Company on the Products as per Schedule I herein.
- 4.5. The Distributor shall ensure that all Authorizations are in full force and effect.
- 4.6. The Distributor agrees that the obligation of the Company to supply the Products is subject to the Distributor making payment for all the Products as per the past Sales Invoices.
- 4.7. The Company shall provide the Distributor with copies of its current market price of the Products (subject to change at the sole discretion of the Company), all guidelines and other material available for sales presentation and the customer's information.
- 4.8. The Distributor undertakes that there are no circumstances, facts or reasons which are known, or ought to be known by the Company, which should have been disclosed to the Company and which would have influenced the Company's decision in appointing the Distributor under this Agreement.
- 4.9. The Distributor recognises and acknowledges that during the Tenure of this Agreement and thereafter, it may receive information regarding the Company's IP Rights (whether directly or indirectly). All the Company's IP Rights whether or not shared by the Company with the Distributor in the course of its association with the Distributor, shall be the sole and absolute property of the Company only and the Distributor will ensure that the Company's IP Rights receive appropriate protection. The Distributor will not act in any manner derogatory to the proprietary rights of the Company over the Company's IP Rights (including by registering or attempting to register any of the Company's IP Rights, without the Company's prior written consent).

5. INDEMNITY

- 5.1. The Distributor shall indemnify, defend and hold harmless the Company and its shareholders, directors, employees and officers ("**Distributor Indemnified Persons**") from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Distributor Indemnified Persons may suffer as a result of (a) any breach of any covenant, representation or warranty of the Distributor (including its sub-agents, and their respective employees, agents, personnel and staff) contained in this Agreement; (b) a breach by the Distributor of the Safety Instructions and Usage Guidelines mentioned in Schedule III herein or of Applicable Law, in respect of storage, handling and usage of the Products; (c) any claim and/or demand received by the Company from any customer of the Distributor which claim and/or demand exceeds the warranties customarily extended by the Company on its Products; or (d) any fraud, negligence or wilful misconduct by the Distributor, its sub-agents and their respective employees, agents, personnel and staff.
- 5.2. The Company shall indemnify, defend and hold harmless the Distributor and its shareholders, directors, employees and officers ("**Company Indemnified Persons**") from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Company Indemnified Persons may suffer as a result of (a) any claim and/or demand received by the Distributor pursuant to a breach by the Company of the IP Rights of a third Person; or (b) any fraud, negligence or wilful misconduct by the Company, its employees, agents, personnel and staff.

6. TENURE

- 6.1. The term of this Agreement shall initially be for a period of [__] (___) years from the Execution Date (“**Tenure**”), unless terminated earlier in accordance with Clause 9 below.
- 6.2. The Tenure may be renewed by the Company at least __ (___) days prior to its scheduled expiry for subsequent terms of [____] (____) year at a time.

7. REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants to the other Party, as follows:

- (a) that such Party has full power and authority to enter into, execute and deliver this Agreement and to perform the transactions contemplated hereby and that such Party is duly incorporated or organised and existing under the relevant laws applicable to it and that the execution and delivery by such Party of this Agreement and the performance by such Party of the transactions contemplated hereby have been duly authorised by all necessary corporate or other action of such Party; and
- (b) that the execution and delivery hereof by the other Parties, this Agreement constitutes the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.

8. FORCE MAJEURE

- 8.1. In the event of occurrence of a Force Majeure event, the obligations of the affected Party (i.e., the Company in case the Force Majeure event occurs in the Netherlands and the Distributor in case the Force Majeure event occurs in India) under this Agreement shall be suspended during the continuation of the said Force Majeure event (except the obligation of the Distributor to pay for the Products supplied by the Company under executed Sales Invoices).
- 8.2. For purposes of this Clause, “**Force Majeure**” means an event or situation beyond the control of the Parties that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of either Party. Such events may include, but not be limited to, natural disasters, acts of God, acts of any Governmental Authority in its sovereign capacity, wars or revolutions, fires, floods, pandemics, epidemics, quarantine restrictions, trade restrictions, lockdowns, freight embargoes etc.
- 8.3. If a Force Majeure situation arises, the affected Party shall promptly notify the non-affected Party in writing of such condition and the cause thereof following which notification, the provisions of Clause 8.1 shall take effect.
- 8.4. The affected Party shall, promptly upon cessation of the Force Majeure event, notify the non-affected Party in writing of such cessation, post which, the provisions of Clause 8.1 shall stand withdrawn.

9. TERM AND TERMINATION

9.1. Term of the Agreement

This Agreement shall be effective from the Execution Date and shall remain valid and binding on the Parties hereto until expiry of the Tenure.

- 9.2. **Termination:** This Agreement may be terminated in the following circumstances:

- (a) By the Company: The Company may, without prejudice to any other remedy for breach of contract under Applicable Law, by written notice of ____ (____) days sent to the Distributor, terminate this Agreement in whole or in part upon occurrence of the following events (“**Default**”):
- (i) if the Distributor fails to perform any other obligation under this Agreement and/or otherwise is found in breach of any of the terms and conditions contained herein (including specifically, protection of the Company’s IP Rights); or
 - (ii) if the Distributor becomes bankrupt or otherwise insolvent, or in case the Distributor is convicted for an offence under Applicable Law, as applicable.
 - (iii) In case the Distributor fails to pay any amount due under any Sales Invoice within the prescribed timeline and written notice of such failure to pay has been delivered on the Distributor by the Company requiring it to cure such breach within 30 (thirty) days thereof and the Distributor has failed to cure such breach within the said period.
- (b) by mutual consent of the Parties, in writing.
- (c) by either Party if the Force Majeure event as contemplated under Clause 8 (*Force Majeure*) continues for more than 90 (ninety) consecutive days.

9.3. The expiry/termination of this Agreement shall be without prejudice to any claim or rights of action previously accrued to the Parties hereunder.

9.4. The rights and obligations of the Parties under this Agreement, which either expressly or by their nature survive the termination of this Agreement, shall not be extinguished by termination of this Agreement.

10. **CONFIDENTIALITY**

Each Party shall keep all information relating to the other Party, information relating to the transactions herein and this Agreement (collectively referred to as the “**Information**”) confidential. None of the Parties shall issue any public release or public announcement or otherwise make any disclosure concerning the Information without the prior approval of the other Parties; *provided however*, that nothing in this Agreement shall restrict any of the Parties from disclosing any information as may be required under Applicable Law subject to providing a prior written notice to the other Party. The Distributor shall, upon termination of this Agreement or being requested by the Company, destroy (and confirm such destruction in writing, email permitted) and/or return to the Company (as may be requested by the Company) any documents, drawings, files, records and other material related to the Company’s IP Rights (including all copies, reprints, reproductions or translations thereof made by the Distributor).

11. **MISCELLANEOUS**

11.1. Governing Law

This Agreement and all questions regarding its interpretation shall be governed by, and interpreted in accordance with, the laws of [India]. Courts in [_____] shall have exclusive jurisdiction over all matters arising pursuant to this Agreement.

11.2. Dispute Resolution

- (a) If any dispute, controversy or claim among the Parties arises out of or in connection with this Agreement, including any question regarding interpretation, effect, existence, breach, termination or invalidity hereof (“**Dispute**”), the Parties shall use all reasonable endeavours to consult and negotiate with a view to resolving the Dispute amicably within thirty (30) days of the date of service of a notice by one Party to the other Parties (“**Dispute Notice**”). If the Parties are unable to resolve the Dispute amicably within the aforesaid period, then the Dispute shall be referred to and finally resolved in accordance with the rules of arbitration of the Singapore International Arbitration Centre (“**SIAC**”). The arbitration shall be conducted by a sole arbitrator mutually appointed by the Parties to the Dispute. In the event that the Parties are unable to mutually appoint such sole arbitrator, then the same shall be appointed as per the rules of SIAC. The seat and venue of the arbitration shall be Singapore and the language of the arbitration shall be English.
- (b) The arbitrator shall reach and render a reasoned decision in writing with respect to the appropriate award to be rendered or remedy to be granted pursuant to the Dispute.
- (c) To the extent practical, decisions of the arbitrator shall be rendered no more than 90 (Ninety) days following commencement of proceedings with respect thereto.
- (d) The arbitrator shall be entitled to award costs of the arbitration.

11.3. Notices

- (a) Notices, demands or other communication required or permitted to be given or made under this Agreement shall be in writing and delivered personally or sent by prepaid courier with recorded delivery, or by email addressed to the intended recipient at its address set forth below, or to such other physical or email address as a Party may from time to time duly notify to the others.
- (b) The initial notice details for the Parties for the purposes of the Agreement are:

If to **the Company**:

Name _____
Address _____
Attention _____
Email _____

If to **the Distributor**:

Name _____
Address _____
Attention _____
Email _____

11.4. Costs and Expenses

Each Party shall bear its own legal, accounting, professional and advisory fees, commissions and other costs and expenses incurred by it in connection with this Agreement, other than as specifically provided for herein.

11.5. Counterparts

This Agreement may be executed in any number of originals or counterparts, each in the like form and all of which when taken together shall constitute one and the same document, and any Party may execute this Agreement by signing any one or more of such originals or counterparts.

11.6. Amendments/ Variations

No amendment or variation to this Agreement shall be effective unless mutually agreed to in writing and executed by the Parties hereto.

11.7. Waiver

No waiver of any breach of any provision of this Agreement or of any warranties shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions or warranties, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving Party.

11.8. Good Faith

Each of the Parties hereto undertakes with the other, to act in utmost good faith in interpreting and implementing this Agreement and agrees to do all things reasonably within its power which are necessary or desirable to give effect to the spirit and intent of this Agreement.

11.9. Severability

Each and every obligation under this Agreement shall be treated as a separate obligation and shall be severally enforceable as such in the event of any obligation or obligations being or becoming unenforceable in whole or in part. To the extent that any provision or provisions of this Agreement are unenforceable they shall be deemed to be deleted from this Agreement and any such deletion shall not affect the enforceability of the remainder of this Agreement not so deleted provided the fundamental terms of the Agreement are not altered.

11.10. Assignment

The Distributor shall not, without the prior written consent of the Company, assign this Agreement (whether in whole or in part) in favour of any other Person.

11.11. Survival

The provisions set forth in Clauses 5 (*Indemnity*), 10 (*Confidentiality*), 11.1 (*Governing Law*), 11.2 (*Dispute Resolution*), 11.3 (*Notices*), 11.4 (*Costs and Expenses*) and 11.11 (*Survival*) hereof, and such other provisions/obligations which are expressly identified in this Agreement as surviving termination of this Agreement, shall survive termination of this Agreement.

11.12. No Partnership

The Parties expressly do not intend hereby to form a partnership, either general or limited, under any jurisdiction's partnership law.

11.13. Entire Agreement

This Agreement supersedes all prior discussions and agreements (whether oral or written, including all correspondence) if any, between the Parties with respect to the subject matter of this Agreement, and this Agreement contains the sole and entire agreement between the Parties hereto with respect to the subject matter hereof.

IN WITNESS WHEREOF, each of the above-named Parties have signed and executed this Agreement, and all the electronic copies hereto, on the date first above written.

<p>SIGNED AND DELIVERED on behalf of the COMPANY duly represented through its director/ authorised representative.</p>	<p>_____</p> <p>Name: _____</p> <p>Designation: _____</p>
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**SCHEDULE I
(PRODUCTS)**

[TO BE POPULATED ON A CASE TO CASE BASIS.]

Sl. No.	Product Name	SKU	Specifications	Warranty details	Minimum actual selling price (in Rs.)
1.					Not lower than []% of the price of the Product mentioned in the Purchase Order.
2.					
3.					

SCHEDULE II
(FORMAT OF PURCHASE ORDER)

To,

Date: _____

Kind Attention: _____

Dear Sir,

We write to you pursuant to Clause 2.5 (a) (1) of the distribution agreement dated _____ (“**Distribution Agreement**”) entered into between _____ and _____.

Please see below the details and terms of the Products required by us:

Sr. No.	Particulars	Details
1.	Products required by the Distributor	
2.	Specifications	
3.	Pricing	
4.	Port of delivery in India	
5.	Timeline for delivery at the port of delivery in India	[___] days from the date of this Purchase Order.
6.	Additional instructions	<i>insert additional instructions, if any</i>
7.	Payment terms	<ul style="list-style-type: none">● <u>Due date for payment under your Sales Invoice:</u> [___] (____) days from the Sales Invoice● <u>Interest on delayed payments:</u> [___]% from the expiry of the due date for the Sales Invoice.● <u>Currency of payment:</u> [_____]● <u>Our bank account details for approved refunds:</u> Bank Name: [●] Bank Branch Address: [●] Bank Account Number: [●] IFSC Code: [●] SWIFT Code: [●]● <u>Your Bank account details for payment</u>

		Bank Name: [●] Bank Branch Address: [●] Bank Account Number: [●] IFSC Code: [●] SWIFT Code: [●]
8.	Our SPOC	Mr. _____ Email: _____ Mobile: _____
9.	Your SPOC	Mr. _____ Email: _____ Mobile: _____

Terms and Conditions:

1. This Purchase Order is subject to the terms and conditions of the Distribution Agreement . All capitalized terms, used but not defined herein, will have the meanings set forth in the Distribution Agreement.
2. In case of any disputes or inconsistency between this Purchase Order and the Distribution Agreement, the Distribution Agreement shall prevail.
3. This Purchase Order shall be deemed to be an exhibit to the Agreement and incorporated therein by reference.
4. Special conditions:
 - (a) _____;
 - (b) _____; and
 - (c) _____;

You are requested to issue the Sales Invoice pursuant to this Purchase Order.

 (_____)

For and on behalf of:

SCHEDULE III
(SAFETY INSTRUCTIONS AND USAGE GUIDELINES)
[TO BE INCORPORATED ON A CASE TO CASE BASIS.]