



**YUGMA IMPRESSIONS**

**DISTRIBUTOR AGREEMENT**

**Yugma Impressions**

**Registered Office : Plot H-5/25, MIDC  
Area Chikalthana, Aurangabad  
Maharashtra, 431006**

## **DISTRIBUTOR AGREEMENT**

MEMORANDUM OF AGREEMENT entered at Aurangabad this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

**BETWEEN**

**M/s Yugma Impression Aurangabad, a company having its office at Plot H-5/25, MIDC Area Chikalhana, Aurangabad Maharashtra, 431006, Maharashtra, India.**

**AND**

**M/s** \_\_\_\_\_

represented by its Sole Proprietor / duly Authorized Managing **Partner**,

**Mr./ Ms.** \_\_\_\_\_

**S/o / D/o / W/o Mr.** \_\_\_\_\_ Indian in habitant, aged \_\_\_\_\_ years,

having a permanent address at \_\_\_\_\_

and presently residing at \_\_\_\_\_

having **Trading Business** (hereinafter called "DISTRIBUTOR" which expression shall mean and include heirs, executors, administrators and legal representatives of the sole proprietor) of the Other Part.

## **WHEREAS**

1. Yugma Impressions is a wholly owned subsidiary of Yugma Impressions, and is engaged in the business of Etching Machines
2. Yugma Impressions appoints DISTRIBUTORS for sale of the products through Whole Sale outlets.
3. The party of the Other Part is a merchant/trader with familiarization, experience in business with sound financial background.
4. The other party had approached Yugma Impressions for the appointment as the DISTRIBUTOR to purchase and distribute the products on a whole sale basis.
5. Yugma Impressions has agreed to appoint the party of the Other Part as the DISTRIBUTOR to buy and distribute certain identified products on a whole sale basis on terms and conditions set out herein.

The DISTRIBUTOR is registered with the appropriate Sales Tax Authority at \_\_\_\_\_ Local Sales Tax Certificate No \_\_\_\_\_ dated \_\_\_\_\_.

## **TESTATUM**

### **NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

#### **1. DISTRIBUTOR**

That Yugma Impressions hereby appoints the party of the Other Part as the DISTRIBUTOR and the party of the Other Part agrees to act as the DISTRIBUTOR of Yugma Impressions and for the products or class of products of Yugma Impressions as set out in the schedule hereunder (referred to as the Products/Machins) on the terms and conditions stipulated hereunder. It is being understood between parties that Yugma Impressions retains the right to add to or remove specified products from the products listed in the said schedule.

#### **2. Basis of the Agreement**

The relationship between the parties shall be that of seller and buyer and not that of principle and agent and the transaction is on principle to principle basis notwithstanding anything to the contrary that may be contained in this agreement or any correspondence or letters between the parties hereto. Accordingly, the DISTRIBUTOR shall at no point hold himself out as an agent of Yugma Impressions and Yugma Impressions shall not be responsible for any act omission or commission on the part of the DISTRIBUTOR.

#### **3. Right to appoint other DISTRIBUTOR**

Yugma Impressions shall have the right

- (i) To appoint other DISTRIBUTORS in respect of all or any of the Products in the town in which the DISTRIBUTOR is situated and operated as Yugma Impressions may deem expedient and necessary.
- (ii) To sell all or any of the Products to any other persons at any time in the said town to whom Yugma Impressions wishes to sell.

#### **4. Order placement/acceptance**

4.1 The DISTRIBUTOR shall place the order with Yugma Impressions for supply of the products with remittance as provided in clause 8 herein.

4.2 The quantity ordered for each individual line shall be in multiples of standard pack size of such product which is considered reasonable.

4.3 Receipt by Yugma Impressions of remittance against an order shall neither imply acceptance of such order nor shall it imply Yugma Impressions has agreed to sell the Products at a price other than the price ruling on the date of dispatch by Yugma Impressions.

4.4 All orders for the Products so placed by the DISTRIBUTOR with Yugma Impressions shall be subject to acceptance by Yugma Impressions. If an order is accepted, Yugma Impressions may deliver the Products by such mode of transport, at such times, in such convenient lots and quantities, as Yugma Impressions shall in its discretion decide. Yugma Impressions shall be entitled at any time after acceptance of an order to cancel the same in whole or in part even though it shall have been partly executed. For this purpose, each lot dispatched against an order shall be deemed a separate contract and the failure of dispatch of one lot shall not vitiate or affect the contract as to other lots. The order shall be deemed to have been accepted by Yugma Impressions on the date of dispatch and only in respect of the machins actually dispatched.

#### **5. Terms/Condition**

Sales by Yugma Impressions of the Products to the DISTRIBUTOR shall be subject to the conditions of this Agreement and also subject to such other terms as may be specified on Yugma Impressions' official order forms from time to time.

## **6. Sale price**

6.1 The sale of products by Yugma Impressions to the DISTRIBUTOR shall be at the rates chargeable as per Yugma Impressions' price list on the date of dispatch.

6.2 Each lot dispatched against an order shall be invoiced at Yugma Impressions' prices to DISTRIBUTOR at the prices ruling on the date of dispatch which when so invoiced shall be binding on the DISTRIBUTOR without any previous notice in that regard. Yugma Impressions shall be entitled to vary the prices of the products at any time up to the date of dispatch.

## **7. Maximum Retail Price**

Yugma Impressions shall be entitled to suggest Maximum Retail Price (MRP) in respect of the resale or disposal by the DISTRIBUTOR's of the stock of the Products supplied to the DISTRIBUTOR in orders placed by the DISTRIBUTOR. The DISTRIBUTOR shall not charge in excess of the MRP suggested by Yugma Impressions but he may at his discretion charge prices lower than the suggested MRP.

## **8. Payment**

8.1 The sale of the machines by Yugma Impressions shall be on payment by RTGS/Demand Draft/ cheque against supplies made as may be required by Yugma Impressions from time to time. The discretion of Yugma Impressions on choice of mode of payment shall be final and binding upon the DISTRIBUTOR.

8.2 Such payment against dispatch shall always be of essence to the transaction, which Yugma Impressions may accept to execute in whole or in part on receipt of the written or oral order of supply from the DISTRIBUTOR.

8.3 For the sake of administrative convenience, the DISTRIBUTOR may of his own accord and at his option keep with Yugma Impressions – duly signed, crossed 'account payee only' cheque drawn in the name of Yugma Impressions, with the direction to Yugma Impressions to fill up the amount of the bill /invoice of the machines dispatched/received/and confirmed by the DISTRIBUTOR.

8.4 The signed cheques, until and unless countermanded, shall be deemed to constitute a representation and assurance on the part of the DISTRIBUTOR, to Yugma Impressions that the DISTRIBUTOR has sufficient funds with his banker to cover the amount of the cheque.

8.5 The DISTRIBUTOR shall keep with Yugma Impressions a continuing refundable & nonrefundable security deposit of **Rs.3Lac** (Rupees Three Lac only) against which the DISTRIBUTOR shall be paid interest @ 6.50% P.A. Such interest shall be paid to the DISTRIBUTOR once in a year. The security amount is refundable after 3 yrs at the time of revival of agreement. Rs 2Lac will be nonrefundable.

8.6 Yugma Impressions will provide sales, branding & advertisement support for the DISTRIBUTOR.

8.7 Yugma Impressions will pay salary for sales person only for 1yr.

8.8 Yugma Impressions will provide all kind of technical training, & post sales support to the DISTRIBUTOR.

## **9. Hold the machines in trust.**

If the DISTRIBUTOR pays the price of the machines by cheque, then the DISTRIBUTOR shall hold the machines or the value thereof in Trust for the benefit of Yugma Impressions until the full amount of the cheque is realized.

## **10. Lien on machines**

Yugma Impressions shall have lien over the machines or the value thereof and /or any other machines/stocks and other materials which are in possession with the DISTRIBUTOR till the receipt of payment by Yugma Impressions.

## **11. Unpaid Cheque**

Each sale to the DISTRIBUTOR shall be treated as a cash sale and in case the said cheque is not realized within their reasonable period or returned unpaid then the DISTRIBUTOR would replace the said cheque by RTGS /Demand Draft payment only within seven days of intimation from Yugma Impressions to the DISTRIBUTOR; failing which Yugma Impressions shall initiate legal action and also terminate this agreement if deemed necessary by Yugma Impressions. In case the cheque issued by the DISTRIBUTOR is dishonored except due to fault of Yugma Impressions, the charges for such dishonor shall be payable by the DISTRIBUTOR.

## **12. Dispatch**

12.1 Machines will be dispatched by rail, road, and water, according to the availability and suitability of the mode of transport at Yugma Impressions' discretion. Dispatches by rails will be at railway risk. Dispatches by water where machines are sold at C.I.F. will be insured by Yugma Impressions' W.P.A. including risk of theft, pilferage and non-

delivery. In every mode

of transport and notwithstanding the rail dispatches being at railway risk and dispatches at C.I.F., shall be insured by Yugma Impressions.

The risks of any loss or damage to or deterioration of the machines from whatever cause arising, occurring after the time of the dispatch thereof from Yugma Impressions' factory/depot/or C&FA Agents premises, shall be borne by the DISTRIBUTOR. This would include any loss, damage or quality deterioration suffered by the machines due to delay, default or neglect of the DISTRIBUTOR in accepting the machines upon delivery.

12.2 The date of dispatch will always be deemed to be the dates appearing on the carrier receipt issued to Yugma Impressions.

### **13. Delivery**

13.1 Delivery under such contracts of sale by Yugma Impressions shall be deemed to be sufficient if Yugma Impressions sends to the DISTRIBUTOR railway receipt/ lorry receipt/ bill of lading / delivery order or other document entitling the DISTRIBUTOR to obtain delivery of the products. The date of delivery shall mean the date of dispatch as appearing on such railway/lorry receipt/ bill of lading / delivery order or such other document if that be the mode of delivery adopted in a particular case, or otherwise the actual date of delivery

13.2 Without prejudice to what is stated under the terms hereunder, where machines are dispatched by road through any transport undertaking other than that of the State Government or Local Authority, if the DISTRIBUTOR so desires, he may request Yugma Impressions to pursue any claim of the DISTRIBUTOR with the carrier arising out of losses or damage to the machines. If the DISTRIBUTOR wishes to avail of the facility he shall make an endorsement after examining the machines to that effect in delivery challan within seven (7) days after the machines arrive at the destination.

### **14. Failure to take delivery**

On the failure of the DISTRIBUTOR to take delivery within a reasonable period and pay for the machine dispatched or delivered by Yugma Impressions upon the terms and conditions of the contract of sale Yugma Impressions shall be entitled to sell or dispose of the machines on the account and risk of the DISTRIBUTOR in all respects either by public auction or by private bargain without notice to the DISTRIBUTOR.

### **15. Claim on quality**

The DISTRIBUTOR shall not be entitled to make any claim for an allowance or otherwise in regard to the quality of the machines on the date of dispatch unless notice in writing of the DISTRIBUTOR to make such claim is given to Yugma Impressions within seven (7) days after the date the machines arrived at the destination. In default of such notice the machines sold hereunder shall be deemed in all respects to be in accordance with the contract.

### **16. DISTRIBUTOR service & support**

The DISTRIBUTOR shall be primarily responsible for markets/territories covered by his operation in order to provide prompt, equitable and effective distribution services to the customers. Such services may also include his undertaking sales promotion window display, attending to trade complaints and other related activities and services as may be advised by Yugma Impressions from time to time on mutually agreed terms and conditions.

### **17. Business Promotion**

In the terms of the present agreement the DISTRIBUTOR reiterates his commitment to work in promoting Yugma Impressions's business, brands, products and goodwill. In furtherance of the same the DISTRIBUTOR agrees to support and assist Yugma Impressions in the brand/product promotion exercises undertaken from time to time, through sales promotion exercises/schemes/ contests/ trade discounts/ and also upon Yugma Impressions instructions to build and/or maintain a prominent display of all brands of Yugma Impressions products in his premises and in the markets covered by the DISTRIBUTOR.

### **18. Optimum level stocks**

To ensure the availability of quality products at optimum levels in the market the parties agree that Yugma Impressions may from time to time suggest norms for damaged stock disposal, stock controls, and stock rotation which norms may be verified through a system of reporting as may be decided between the parties from time to time.

### **19. Information and records**

The DISTRIBUTOR will faithfully and correctly, in specified formats, maintain and furnish all such information and data as may be required by Yugma Impressions from time to time in order to track sales, consumer demands/preferences, ascertain overall market positions, sales performance of Yugma Impressions's products and their potential etc. and would further help Yugma Impressions in formulating its overall sales and marketing policies. For the purpose of reconciliation of the purchases and payments made to Yugma Impressions, the DISTRIBUTOR shall render full cooperation to Yugma Impressions and shall make available for inspection records, and books of accounts relating to the purchases and payments made to Yugma Impressions by the DISTRIBUTOR from time to time.

## **20. Statutory obligations**

The DISTRIBUTOR shall discharge all statutory obligations cast upon him including those under indirect taxation statutes and shall forthwith, upon request, furnish the returns/proof/declarations forms in respect thereof to Yugma Impressions, failing which, any consequential liability accruing to Yugma Impressions, Yugma Impressions shall be at liberty to adjust appropriate and/or recover the amounts from the DISTRIBUTOR.

## **21. Secrecy / Confidentiality**

21.1 The DISTRIBUTOR undertakes that all information, arising out-of and in the course of this agreement, pertaining to the sale of the products, including formal records, summaries and reports as mentioned above, shall be treated as confidential information. The DISTRIBUTOR shall use its best endeavour to ensure that the employees who have authorised access to such information shall keep it confidential and in secrecy.

21.2 The DISTRIBUTOR further undertakes that the DISTRIBUTOR shall take all reasonable precautions to protect the confidential information and neither the DISTRIBUTOR nor his employees who have access to the confidential information shall use, produce, copy, translate, sell, distribute in whole or any part or summation of the confidential information except to the extent necessary for performance of their duties pursuant to this agreement.

21.3 The DISTRIBUTOR or his employees and/or associate claiming under, or through the DISTRIBUTOR shall not copy, reproduce, publish, sell and/or distribute in whole or in any part or summation of such Proprietary/Confidential information without prior written permission of Yugma Impressions.

21.4 The DISTRIBUTOR acknowledges that any breach of such condition would injure Yugma Impressions irreparably and that money damages alone would not sufficiently remedy for such breach. In addition Yugma Impressions shall be entitled to its rights of specific performance and injunctive relief under the terms of this Agreement, which relief would be without prejudice to any other rights and remedies available under the law.

## **22. Duration of the Agreement and Renewal**

This Agreement shall be in force unless and until terminated as mentioned in para 23 below

## **23. Termination**

23.1 This agreement may be terminated by either Party without assigning any reason by giving 30 days written notice to the other party or In the event of a breach /violation of the any of the terms, conditions and obligations OR by Mutual consent.

23.2 Yugma Impressions can terminate this agreement on the happening of any one or more of the following events

i. In case of individual or sole proprietary concern, on the death of the individual or sole Proprietor or any change in the status or ownership or conversion to partnership firm or any other form of trading.

ii. In case of Partnership firm, a change in the constitution of the firm by death dissolution, taking in a new partner or dispute among partners inter-se or otherwise changing the structure/management of the DISTRIBUTOR business without notice to Yugma Impressions.

iii. The DISTRIBUTOR business closes down or wound up.

iv. In the event of the DISTRIBUTOR being, in the opinion of Yugma Impressions (whose opinion shall be final), incapable of complying with this Agreement or in the event of the DISTRIBUTOR becoming or being adjudged insolvent or making a composition with his creditors or being a company going into liquidation either voluntary or compulsory or in the event of the financial position of the DISTRIBUTOR at any time during the currency of this Agreement being considered by Yugma Impressions (whose opinion shall be final) to be unsound.

v. In the event of the commission by the DISTRIBUTOR of a fraud on Yugma Impressions in connection with this agreement or upon the DISTRIBUTOR failing to carry out any stipulation contained in this agreement for 7 days after being required in writing to do so by Yugma Impressions.

vi. In the event of any lawful authority ordering Yugma Impressions to terminate this agreement.

vii. In the event the DISTRIBUTOR committing any violation of application of statutory rules or regulations.

viii. In the event of an abandonment of the present agreement which would be reflected by failure for placing order for stocks for ensuring compliance of service requirements under the terms of this agreement for a period of excess of 6 months.

ix. In the event of any representation, declaration made by the DISTRIBUTOR to Yugma Impressions being found to be incorrect or in the event of the DISTRIBUTOR failing to make full disclosure of current financial position or status of the business or other pertinent details at the time of appointment or failing to intimate to Yugma Impressions particulars of any change in the status, constitution, management of the DISTRIBUTOR business.

23.3 Expiry or termination howsoever occasioned shall be without prejudice to the rights and obligations already incurred prior to the date of such expiry or termination and the accounts between the parties shall be settled.

23.4 The DISTRIBUTOR shall not be entitled to any compensation or damages from Yugma Impressions for termination howsoever occasioned.

## **24. Trademark**

a. The DISTRIBUTOR should not use the trade name, logo, trade mark, design, copyright belonging to Yugma Impressions or of which Yugma Impressions is the proprietor/owner thereof in any way which might challenge or damage the validity or use of trade name, trade mark, design, copyright wrongfully causing injury to Yugma Impressions's business, reputation & goodwill.

b. The DISTRIBUTOR shall not use adopt/utilize any of Yugma Impressions's logo, trade mark, design, copyright as a part of any trade name or its or any other corporate name on any other product or literature, pamphlet or except as otherwise expressly the authorized in writing by Yugma Impressions. The DISTRIBUTOR shall not combine as a unitary or composite mark any other trade mark with any trade mark or use any other trade mark on product labels, wrappers, advertising or promotional materials approved, (except as may be required by and/or) in writing by Yugma Impressions.

c. The DISTRIBUTOR shall indemnify, keep indemnified and keep Yugma Impressions harmless from and against any and all claims losses damages expenses or liabilities of any nature of whatsoever caused by the use adoption of logo, trade name, trade mark, design, copyright

## **25. DISTRIBUTOR Employees**

(a) It is expressly agreed and understood between the parties that all the staff and personnel employed by the DISTRIBUTOR are and all time be and remain as DISTRIBUTOR's employees. Such persons engaged by the DISTRIBUTOR in connection with the performance of the obligations under this Agreement, shall at no time become or be deemed to have become Yugma Impressions's employees, agents, representatives or servants.

(b) As their clear and rightful employer the DISTRIBUTOR shall have the exclusive liability and responsibility for compliance of requirements under various enactments, laws and other obligations with regard to these employees.

(c) The DISTRIBUTOR undertakes to keep Yugma Impressions fully and completely harmless and indemnified against any claim demand made on Yugma Impressions by the DISTRIBUTOR employees or any statutory authority and/or government.

## **26. DISTRIBUTOR to Return books**

On the termination of this agreement the DISTRIBUTOR shall forthwith shall return to Yugma Impressions all books, documents, papers, software packages, industrial property and other property of the property in possession of the DISTRIBUTOR.

## **27. No Waiver**

Any indulgence shown by Yugma Impressions or failure on the part of Yugma Impressions to enforce at any time the provisions of this Agreement shall in no way be construed to be waiver of such provisions or affect Yugma Impressions's right to enforce such provision any time thereafter. If the DISTRIBUTOR is a partnership firm all the partners shall be jointly and severally liable in respect of all dues, liabilities and transactions arising from this agreement or in connection therewith.



**28. Jurisdiction**

The DISTRIBUTOR agrees that the place for all machins sold or supplied to him by Yugma Impressions under this agreement isthe Pune (Maharashtra) and that any suit to enforce the rights of either party under or in respect of this agreement shall be instituted in and tried by a competent court only in the City of Pune (Maharashtra) and in no other court. The DISTRIBUTOR further expressly agrees to submit to the jurisdiction of such court.

**29.** All disputes between the parties, relating to or arising from this agreement shall in the first instance resolve through mutual discussions by the parties. Any unresolved disputes shall be referred to a mutually appointed Sole Arbitrator. However, in case of no agreement is reached on the appointment of Sole Arbitrator, the dispute shall be resolved by Arbitral Tribunal consisting of three Arbitrators, each party nominating one Arbitrator and the two Arbitrator appointing the third Arbitrator, who shall act as Umpire. The arbitration shall be conducted at Pune and the award passed by the Arbitral Tribunal shall be final and binding upon the parties.

6

**30. Commissions**

In consideration of the services rendered by the Firm, Yugma Impressions will pay to the Firm Commission & other charges asagreed from time to time. The Cash Discount is payable by Yugma Impressions only if the payments are received as per the agreed Credit Period, if any, from date of Invoice between Yugma Impressions & Distributor.

**31. Supersedes previous Agreements**

This agreement supersedes all previous communications, representations, assurances or agreement either written or oral between the parties hereto or between "The DISTRIBUTOR" and any other Entity to which Yugma Impressions is a successor.

**32. Agreement in duplicate**

The agreement is executed in duplicate the original whereof will remain with Yugma Impressions and the duplicate will remainwith the DISTRIBUTOR.

**33. Headings / Captions**

The Headings / Captions to the various sections/clauses are given to facilitate easy location and shall not be referred for construction or interpretation thereof.

IN WITNESS whereof the parties hereto have hereunto duly executed these presents the day, month and year first above return.

<p>Signed sealed and delivered by <b>Yugma Impressions</b> in presence of :-</p>  <p>Signature:.....</p> <p>Name : _____</p> <p style="text-align: center;"><b>AUTHORIZED PERSON</b></p>  <p>Witness 1. ....</p>	<p>Signed sealed and delivered by the Distributor, <b>M/s</b></p> <p>_____</p> <p>_____</p> <p>through its Sole Proprietor/ <b>Managing Partner</b> <b>SOLE PROPRIETOR/MANAGING PARTNER</b></p> <p>Signature:.....</p> <p>Name : _____</p>  <p>Witness 2. ....</p>
--	--