



Distribution Agreement Template

J&C Francis Co. / 8 Jun 2023 / Heidis Chuiw

Complete

Score	0%	Flagged items	0	Actions	0
Site conducted					Unanswered
Name of Distributor					J&C Francis Co.
Date of Agreement					08.06.2023
Prepared by					Heidis Chuiw
Address					210 Elizabeth St, Melbourne VIC 3000, Australia (-37.8136186, 144.963086)

Inspection

Infrastructure

Location of the office

Main market

Goods

You are interested in Distributorship/Dealership for:

Kids apparel

Territory

Name of Town/ Districts for which Dealership/Distributorship is applied

Melbourne Australia

Investment

How much investment are you prepared to make for our products?

50,000 AUD

Declaration

This is a sample declaration: I/We, the undersigned, have gone through the terms & conditions, as mentioned herein, for my/our appointment as the Dealer/Distributor of the Company. I/We, fully understand the implications of the terms & conditions as given overleaf and therefore bind myself/ourselves into a legal contract with the Company as per the government regulation and other applicable provisions and laws as may be related to this contract. I/We understand fully that this Application Form can be used against me/us before any Court of Law/Tribunal/Arbitration proceedings, etc. I/We, state that all information as mentioned in this Application Form is true & correct to the best of my/our knowledge and information and I/We shall abide by and maintain the declarations made herein. I further agree to abide by the terms and conditions of this agreement as long as I continue to deal with the Company; I also agree to be bound by the terms & conditions & policies of supply of goods and payment thereof conveyed from time to time by the Company.

Do you agree with the above declaration?

Yes

Dealership/Distributorship Agreement

The agreement is made on this day between the (hereinafter referred to as "Company"), having its registered office at (Office name). Which shall unless repugnant to the context or meaning thereof includes its legal heirs, Administrators, Representatives, and Successors in interests and assigns) of the ONE PART

The Authorized Dealer/Distributor represented by (Distributor) having its Registered Office/Showroom at (Location) of the OTHER PART (hereinafter referred as "The Authorized Dealer/Distributor which expression shall unless repugnant to the context or meaning thereof and their legal heirs, Administrators, Representatives, and Successors in interests and assigns) of the OTHER PART.

WHEREAS THE COMPANY is currently engaged in the manufacture of Automotive seat cover and accessories, import, storage of Upholstery Fabric, Upholstery Art leather fabric, Genuine Leather, parts, and may extend its business activities to other appliances and products and related parts (hereinafter collectively referred as "Goods"). WHEREAS the Dealer/Distributor is desirous of

undertaking the business of marketing of the goods and providing service to the customers of the Company and has, therefore, made an application (dated) to the Company and

WHEREAS The Company is desirous of appointing a Dealer/Distributor for the marketing of all Goods and provide service to the customers of the Company. AS THE COMPANY has accepted the offer of the Dealer/Distributor to utilize its services for selling, forwarding, storing and distributing the goods in the Territory as detailed in Clause 10 of the Application Form.

WHEREAS now THE COMPANY and the Dealer/Distributor have mutually agreed to bind themselves to the following terms and conditions:

1. Appointment of the Dealer/Distributor

1.1 THE COMPANY appoints the Dealer/Distributor to sell and market the goods and provide service to the customers of the Company it is expressly understood that the Dealer/Distributorship so granted is on a nonexclusive basis for the Territory. The Company at its own discretion, may appoint new Dealer/Distributors in the Territory OR revoke this Dealership/distributorship.

1.2 The Dealer has agreed to act as the Dealer/Distributor of The Company and provide the aforesaid services on the terms and conditions referred to hereinafter.

2. Payment to the Dealer/Distributor

2.1 The Dealer/Distributor shall render all service to market the goods of THE COMPANY, as may be mutually agreed upon from time to time. The Company shall also provide the service to the customers of the Company, unless expressed otherwise under Clause 5.

2.2 All expenses incurred by the Dealer/Distributor, for the services rendered, shall be borne by them and not THE COMPANY.

2.3 The Dealer/Distributor shall not charge the Customer more than the maximum retail price as mentioned on the products. However, the Dealer/Distributor may charge a price below the maximum retail price up to such limits as may be intimated by the Company. The Company shall make provision of the Dealer/Distributor margin in the retail price.

2.4 The Dealer/Distributor shall be liable to make the payments to the Company for the value of the goods purchased within such time, as may be noticed/announced by the Company, as per the provisions of the credit policy of the Company, which may be announced from time to time.

2.5 Company has the final discretion to evaluate the performance of the Dealer/Distributor and all payments to the Dealer/Distributor are linked to their performance as per the targets that may be given by the Company from time to time. In case the Dealer/Distributor does not perform as per the targets set by the Company, the Company may at its own sole discretion terminate the Dealer/Distributorship without assigning any reasons for such termination.

2.6 The Company shall not entertain any claims from the Dealer/Distributor over the prices or for any schemes other than the ones specifically intimated in writing to the Dealer/Distributor.

3. Responsibilities & Liabilities of the Dealer/Distributor

The Dealer/Distributor has accepted the following responsibilities and liabilities. The Company may define such additional responsibilities and liabilities on the Dealer/Distributor as may be required from time to time.

3.1 The Dealer/Distributor shall promptly pay all amounts as may be outstanding against the invoices that may have been raised by the Company and acknowledged by the Dealer/Distributor. For the sake of clarification, it is agreed that endorsement of receipt of goods on the face of the invoice by the Dealer/Distributor and/or its agent/ servant, etc. Shall also amount to acceptance of the price of the goods mentioned in the invoice. Unless expressly provided by the Dealer/Distributor, the company shall have the absolute right to adjust the payments received from the Dealer/Distributor towards satisfaction of interest on delayed payments, penalty, damages OR the invoice value as may be deemed proper by the Company. Each invoice made by the Company and acknowledged by the Dealer/ Distributor shall constitute a valid contract as per the Indian Contract Act 1872 or any other rules and regulations.

3.2 The Dealer/Distributor shall adopt all measures to enhance the sale of the Company's products to achieve/exceed the targets as may be communicated by the Company from time to time.

3.3 The Dealer/Distributor shall keep the record of all sales whether sold on a cash or credit basis. The Dealer/Distributor shall also be required to send such reports as may be required from time to time by the Company.

3.4 Unless the Company has appointed its Service Franchise in the area where the Dealer/Distributor operates, the Dealer/Distributor shall be required to provide adequate service to the Company's customers. The Dealer/Distributor shall remain responsible to the Customers to whom they have provided service.

3.5 The Dealer/Distributor may appoint any Sub-Dealer/Franchisee only with prior written consent from the Company.

3.6 In case of delay in payments beyond the standard credit terms allowed by the Company, the Dealer/Distributor, in addition to the sums due shall be liable to pay interest @ 2% per month on

the sums due and outstanding.

3.7 The Dealer/Distributor shall be liable to pay the price of goods purchased on credit from the Company as well as other dues of the company in accordance with the instructions/policies framed by the Company from time to time. The Company shall have a lien and first charge on all unsold goods lying with the Dealer/Distributor. If the company so desires, it may, at its discretion take back or cause to be taken back the unsold goods/stock lying with the Dealer/Distributor. The unpaid price of the goods supplied by the Company to the Dealer/Distributor shall remain in trust with the Dealer/Distributor until the same is paid to the Company. Any refusal, failure or inability to pay the dues of the Company for any reason whatsoever shall tantamount to misappropriation and breach of trust. In such an event, the Dealer/Distributor (including its Partners/Directors/Authorized Signatories and officials) shall be liable to face civil and criminal consequences at the costs of the Dealer/Distributor.

4. Liability

4.1 The Dealer/Distributor shall be liable for all losses, damages, mis-delivery or shortages of the Goods by reason of any act of omission or commission on its part or its employees, representatives while the Goods are in the custody and/or control of the Dealer/Distributor.

4.2 The rights under this agreement shall not be assigned or transferred to any other person.

4.3 All taxes (Central or State/Local), levies, impositions, octroi, and duties, which may be assessed on the Company in respect of the sale of the Company's products or levied on the said sales shall be borne by the Dealer/Distributor. The Dealer/Distributor shall keep the Company indemnified against any taxes, claims, demands, proceedings, costs, charges and expenses in respect of such impositions, taxes, levies & duties.

4.4 The Dealer/Distributor shall remain liable to pay to the company all amounts that may be due on outstanding to the company prior to the commencement of this agreement.

4.5 The Dealer/Distributor shall give on a monthly basis to the company a balance confirmation stating the outstanding with the company. The Dealer/Distributor shall duly sign the said balance confirmation only, and he shall authenticate the rubber stamp of his company.

4.6 Nothing in this Agreement shall constitute or be deemed to constitute a partnership between the parties hereto or constitute or be deemed to constitute the Dealer/Distributor as agent of the Company for any purpose whatsoever and the Authorized Dealer/Distributor shall have no authority or power to bind the Company or to contract in the name of the Company in any way or for any purpose. The relationship between the parties hereto shall be of Vendor and Purchaser on a principal-to-principal basis.

5. Security

5.1 The Dealer/Distributor shall maintain with the Company an interest-free security deposit or bank guarantee of (amount) or any amount intimated by the Company from time to time commensurate with the volume of the business towards fulfillment of the obligations/terms and conditions herein and for prompt payment against the supplies made by the Company. The Company can at its own will adjust/forfeit the security money/ enforce Bank Guarantee on breach of terms and conditions of this Agreement or non-fulfillment of obligations specified elsewhere in the Agreement and/or outstanding dues against goods supplied under Clause 13.3 of this Agreement by the Company, either during currency of Contract or on/after termination of contract.

6. Assignment

No terms and conditions of this Agreement shall be assigned, changed, modified or waived in any way without the mutual written consent of the parties hereto duly signed by authorized representatives.

7. The obligation of the Dealer/Distributor

7.1 The Dealer/Distributor shall provide service to the customers of the Company in the Territory and such other places as may be directed by the Company from time to time. However, nothing stated herein shall prejudice the right of the Company to directly affect supply in the Territory or cause other agencies to effect such supplies in the Territory.

7.2 The Dealer/Distributor shall prominently display the goods inside the Showroom as per the instructions of the Company from time to time.

7.3 The Dealer/Distributor shall be liable for all compliance under any local law, control orders and state government rules and shall take all necessary steps for obtaining registrations, licenses and renewals thereof, maintaining proper registers and also submitting necessary returns to the authorized agencies. In the event of any contravention by the Dealer/Distributor of the provisions thereof, the Dealer/Distributor shall remain fully liable and shall also keep the Company indemnified against any breach and monetary liability or cost arising thereof.

7.4 The Dealer/Distributor shall keep the Company posted with the latest market developments and customer preferences and other information as desired by the Company.

8. Termination of Agreement:

8.1 In addition to whatever has been stated above, this Agreement may be terminated by either party, giving the other party 30 (Thirty) Days Notice in writing with or without assigning any reasons for such termination.

8.2 Notwithstanding anything contained to the contrary herein, the Company shall be entitled to terminate forthwith this agreement with immediate effect upon the happening of one or more of the following events.

i. Should the Dealer/Distributor in the opinion of the Company become incapable of performing the obligations of this Agreement and the duties thereunder or its position, at any time be such, which in the sole discretion of The Company, render it inexpedient for it to continue to act as Dealer/Distributor.

ii. The Dealer/Distributor acts in a manner prejudicial to the interest of the Company. The Company shall be the sole judge in this regard.

iii. The Dealer/Distributor commits a breach of any of the provisions of this Agreement.

iv. If there is any change in the constitution, ownership, control or composition of the Dealer/Distributor unless such change or alteration has been agreed to by The Company in writing.

v. Should the Dealer/Distributor fail to carry out any instructions given to it for the proper working of this Agreement within a period of 14 days after being required by the Company in writing to do so.

vi. Should the Dealer/Distributor obstruct the Company's representatives from carrying their duties.

vii. Should the Dealer/Distributor become or file papers for insolvency/bankruptcy or becomes legally incapable to honor this agreement.

viii. Upon any assignment or attempted assignment by the Dealer/Distributor of the rights or obligations under this Dealer/ Distributorship.

ix. If any part or all information provided by the dealer in the application form submitted is found to be wrong/wrongly stated.

8.3 Upon termination of this Agreement from any cause, the Dealer/Distributor shall promptly return to the Company or otherwise dispose of, as the Company may instruct, all samples, patterns, instruction books, technical pamphlets, catalogues, advertising material, POP material, signboard and other materials, documents and papers whatsoever sent to the Dealer/Distributor and relating to the business of the Company (other than correspondence between the Company and the Dealer/Distributor) which the Dealer/Distributor may have in its possession or under its control. The said material shall always remain in the property of the Company and the Dealer/Distributor shall hold the same as bailee till termination of this Agreement. Upon such termination, the Dealer/Distributor shall forthwith make the payment of all outstanding dues to the Company as per the statement of account forwarded to it by the Company failing which, the Company shall be entitled to encash the Bank Guarantee or take such legal action as it may deem fit.

8.4 The termination of this agreement shall not discharge, affect or otherwise modify the rights and obligations of the parties established or incurred prior to the termination thereof.

9. Miscellaneous

9.1 On termination of this Agreement, the Accounts between the parties to this Agreement shall be settled within 30 (Thirty) days from the date of expiry of notice of termination.

9.2 The Company shall not be deemed to have waived their rights nor the Dealer/Distributor exonerated from its obligations from the failure of the Company to enforce strict observance of the terms of the Agreement by the Dealer/Distributor.

9.3 Unless otherwise expressly agreed to in writing, all supplies of the Company's products shall be against cash on delivery or on the negotiation of documents of title against payment through a Schedule Bank, as per the choice of the Company or as per the terms declared from time to time.

10. Applicable Law & Arbitration

Any disputes, differences or question which, may arise at any time hereafter between the Company and the Dealer/ Distributor touching the true construction of this Agreement or the rights and liabilities of the parties hereto, the same shall be referred to the decision of a Sole Arbitrator to be appointed by Director & GM of (company). in accordance with and subject to the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force. The venue of such Arbitration shall be at New Delhi and the Courts at New Delhi shall have the exclusive jurisdiction to deal with the arbitration proceedings and the awards in accordance with the law.

Do you agree with the above declaration?

Yes

Added provision: Marketing rights - Other guidelines regarding suppliers branding.

Entirety of Agreement

The Agreement along with Application Form contains the entire understanding of the parties and shall super cede all prior representations, statements, communication and understanding, written or oral between parties relating to subject matter whereof. All prior representations, statements, communications and understanding shall have no effect whatsoever.

We have understood the contents of this Agreement and agree to bind ourselves to the aforesaid terms & conditions and to the statements mentioned herein this agreement.

In witness whereof, the parties hereto have caused these presents to be signed, sealed and delivered by their authorized representatives

Dealer Name and Signature



John Erick Flor
08.06.2023 17:54 PST

Distributor Name and Signature



Heidie Chuiw
08.06.2023 17:54 PST

Witness Name and Signature



Jonnie Manah
08.06.2023 17:55 PST
