



LUBSTAR LUBRICANTS PVT.LTD

(An ISO 9001:2015 CERTIFIED COMPANY)

H.O: PLOT NO.930, TYRE WALI GALI, MUNDKA INDUSTRIAL, DELHI-110041

W.O: SURVEY NO.74/1/2,NOVA INDUSTRIAL ESTATE, DEMNI ROAD, SILVASSA-396193, D&N.H

Email :inquiry@lubstarlubricant.com

web: www.lubstarlubricant.com

DEALER AGREEMENT

This agreement made on this between **LUBSTAR LUBRICANTS PVT. LTD** having its registered office at (H.O) **Plot No. 930, Mundka Industrial, Near Mundka Industrial Metro, Delhi-110041** and W.O : **Survey No.74/1/2, Nova Industrial Estate, Silvasa-396230 (D&NH), INDIA** (herein after referred to as “**Company**” of the one part) and..... having its registered office at (Herein after referred to as the “**DEALER**” of the other part).

Where as

- The company carries on the business of manufacturing/marketing and selling of **Automotive Lubricants, Industrial Lubricants, and Lubricating Greases & Car care Product & Lubricating Additives** as Brand “**LUBSTAR**”.
- The company is desirous of appointing DEALER for.....State receiving goods, safe storage, billing to Retailers and dispatch of their goods to various destinations including local deliveries.
- The said DEALER has approached the company and expressed their consent to act as such DEALER on the terms and conditions mentioned herein after.

NOW THIS AGREEMENT WITNESSETH as follows: The Company has appointed..... having its registered office at as their ‘DEALER SHIP’ for and behalf of the company for doing all acts and their required to be done for receiving goods, safe storage, billing to dealers and dispatch of goods from time to time on following terms and conditions agreed upon between the parties.

1.1 The DEALER will provide a shop which will be selected in consultations with the company for storing of the products of the company. Storage should be free from dampness and water leakage.

1.2 Company will provide sales promotions, adverting etc. of goods by their own way or through their appointed sales and marking personnel.

1.3 The DEALER will maintain operator cum store keeper to carry out day to day operational jobs.

1.4 The Dealer is required to arrange for local delivery within the city of If required the dealer will arrange vehicles for delivery of the materials.

2. The Dealer will give a refundable security deposit of Rs.1,500,00/- (One lakhs Fifty thousand only) against material by **Cheque No. dated drawn** This will be returned along with Interest by the Company to dealer on termination of agreement.

3. The maintenance of the shop i.e. rent, clerical staff, loading and unloading of materials clearing of consignments from railways/road transport, bookings on railway/road transport and local deliveries would be responsibility of the dealer. The dealer is entitled to the interest, profit, Storage, goods replacement, reimbursement of cost and other benefits as mentioned in **Annexure – A**.

4. The company shall, however, not be responsible for any damage that may be caused to the building, equipment etc.

5. In case of up- city dispatches by road transport, the company shall advice the dealer the names of the authorized transport carries and the rates applicable for each destination.

6. Dispatches of the products of the company will be made by the Dealer as per company's instructions on F.O.B Destination Basis.

7. The dealer will maintain a proper record of goods at the dealer's storage and the inventory will be posted and kept up-to-date so that can be physically checked and verified whenever by any of company's authorized employees/representatives.

8. The dealer will similarly clear transport and store at their storage unserviceable products or products under claim which may be received from customers.

9. The storage of products in the store will be done in line with the instructions which the company will issue from time to time so that there is no damage to the products of the company.

10. In respect of money's received, the agent will maintain proper accounts of collections and lodgments, and shall submit the prescribed daily, weekly, and monthly statements as required by the company. These will be sent to the company's Delhi office. The physical verification statement as per prescribed format will be submitted by the dealer to the company on monthly basis.

11. The dealer shall make the profit more than 40% from the closure of the books of accounts of the each month as per "**Annexure - A**".

12. As the dealer is working on behalf of the Company, it is the responsibility of the dealer of all the provisions of the applicable laws forever in connection with the business including compliances with GST Act, Income Tax Act etc.

13. This agreement shall be in force for a period of **3 YEARS** from that date of agreement unless it is terminated earlier. In the event the company desires to continue with this arrangement shall be renewed by a letter incorporating the renewed clauses and shall be accepted by the dealer.

14. If the company/dealer commits breach of any term of this agreement or if the company/dealer is not satisfied with the work of the other party for any reason, the company/dealer will be entitled to terminate this agreement by giving Two Month Notice to the other party & the matter will be settled within 45 days by both the parties. Thus, both the parties has right to terminate this agreement by giving two months advance notice to other party in writing.

15. That on expiration by the efflux of time or earlier termination of this agreement, each party settles the account of other party.

16. The area of operation of dealer shall be:

..... - **INDIA**

And the company shall not appoint any other dealer for the above mentioned area.

17. This agreement comes into force with effect from.....

18. If there arises any dispute with regard to the aforesaid arrangement, the same shall be referred for arbitration. . The matter shall be referred to the arbitration by an arbitrator to be agreed upon and appointed by both the parties or in case of disagreement as to the appointment of a single arbitrator to the arbitration, two arbitrators shall be appointed, one to be by each party. The said two arbitrators before

taking the burden of reference appoint an Umpire. This submission to the arbitrator(s) shall be deemed to be a submission to the arbitration within the meaning of the Arbitration and Conciliation Act, 1996 or any statutory modification thereof. The award of the arbitrator(s) shall be final and binding on the parties. The venue of the arbitration shall be at Delhi, India.

19. The jurisdiction for settlement of any dispute shall be at Delhi.

Annexure - A

PAYMENTS AND REIMBURSEMENTS

• **Payments**

<u>DEALER Service Structure</u>	
Security Deposit	Rs.1,500,00/- (One Lakhs fifty thousand Only). Details stated in this agreement
Against Security Deposit paid interest by The Company	Current Banking Norms as Savings
Dealer Handling Charge	40% as per Net Basic sales Amount (NBP)

The parties have signed this agreement on the day and year first above written at Delhi.

COMPANY

Signed for and behalf of
LUBSTAR LUBRICANTS PVT. LTD

Authorized Signatory

DEALER

Signed for and behalf of

.....

Authorized Signatory