



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

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DISTRIBUTOR 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 “**DISTRIBUTOR**” 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 **DISTRIBUTOR** for.....State receiving goods, safe storage, billing to Dealers and dispatch of their goods to various destinations including local deliveries.
- The said **DISTRIBUTOR** has approached the company and expressed their consent to act as such **DISTRIBUTOR** 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 ‘**DISTRIBUTOR 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 **DISTRIBUTOR** will provide a storage 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, marketing, sales promotions, adverting etc. of goods by their own way or through their appointed sales and marketing personnel.

1.3 The **DISTRIBUTOR** will provide one computer operator cum store keeper to carry out day to day operational jobs.

1.4 The **DISTRIBUTOR** is required to arrange for local delivery to dealers and for delivering the materials to transporters go-down within the city of If required the **DISTRIBUTOR** will arrange more vehicles for delivery of the materials so that sales should not be affected.

2. The **DISTRIBUTOR** will give a refundable security deposit of Rs.3,000,00/- (Three lakhs) against material by **Cheque No. dated drawn**

..... This will be returned along with Interest by the Company to distributor on termination of agreement.

3. The maintenance of the storage 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 distributor. The distributor 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. The agent will arrange to receive accept and properly store all material received at from company's Designated procurement sources and dispatch consignments of the goods of the company to various destinations only against the specific written instructions of the company. Dispatches should be made by road transport/railway as may be required by the company and such dispatches shall made by the distributor immediately on receipt of advice from the company. Consignment notes will be forwarded to customers.

5. In case of up- state dispatches by road transport, the company shall advice the distributor 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 C&F as per company's instructions on F.O.B Destination Basis.

7. The distributor will maintain a proper record of goods at the distributor'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 distributor will similarly clear transport and store at their storage unserviceable products or products under claim which may be received from customers. The disposal instructions in respect of these will be advised to the agent from time to time.

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 distributor to the company on monthly basis.

11. The Company shall make the payment of Commission/profit and other receivable to the distributor within 1(one) week from the closure of the books of accounts of the each month as per **"Annexure - A "**.

12. As the distributor is working on behalf of the Company, it is the responsibility of the distributor 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 distributor.

14. If the company/distributor commits breach of any term of this agreement or if the company/distributor is not satisfied with the work of the other party for any reason, the company/distributor 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. In this case, the agent will give statement of stock and accounts to the company's representative and handover the stocks which should be tallying with books, reconciled books, stocks and any other company's assets lying with him. Simultaneously, Company will also return the security deposit and other receivable to the distributor. Neither party shall withhold the assets of other party for any reason/dispute of any nature whatsoever. If any party fails or neglects to do the same they will be liable for damages as may be incurred by the other party.

16. The area of operation of agent shall be:

..... - **INDIA**

And the company shall not appoint any other distributor 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>DISTRIBUTOR Service Structure</u>	
Security Deposit	Rs.3,000,00/- (Three Lakhs Only). Details stated in this agreement
Against Security Deposit paid interest by The Company	Current Banking Norms as Savings
Distributor Handling Charge	20% 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

DISTRIBUTOR

Signed for and behalf of
.....

Authorized Signatory

Authorized Signatory