

DISTRIBUTOR AGREEMENT

THIS AGREEMENT (the "Agreement") is made on by and between PREMONEX PETROCHEM PRIVATE LIMITED, an incorporated under the provisions of the Companies Act, 2013 and having its registered office at Survey No.224, Near Imran Compound, Sivaji Nagar, Vanthapa, Palghar, Vasai (E), Maharashtra 401208 INDIA. (the "Company" As a one part) and "....." a Proprietorship/Company byhaving office at - (the "Distributor" As on Second Part).

WHEREAS:-

PREMONEX PETROCHEM PRIVATE LIMITED is engaged, inter-alia, throughout 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 "**ORZINOL**".

- The company is desirous of appointing "Distributor" in region of for Safe storage to and distribute of goods to Company Dealers & Retailers Network in various Place including local area time to time.
- The said agent has approached the company and expressed their consent to act as such agent on the terms and conditions mentioned herein after.

NOW THIS AGREEMENT WITNESSETH as follows: The company has appointed "....." having its registered as their "**Distributor**" for doing all Distribution acts and their required to be done for Safe storage to and dispatch of goods to Company Dealers & Retailers Network in various Place as per area designated as above time to time on following terms and conditions agreed upon between the parties.

1.1 The DISTRIBUTOR will storage the products in proper manner and Display and 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 either their appointed sales and marking personnel or directly from Company.

1.3 Sales Target Quarterly 9 lakhs need to be maintained and Sales Target will be increasing every quarterly minimum 20%. In case of new to Business company will provide grace period 2 months from the signing date of Distributor Agreement, from 3rd month Distributor should be maintain sales target as mentioned above. If failure to maintain the sales target consecutive for 3 months, company will further review and might will take call for termination of the Distributor agreement with immediate effect followed by one-month notice.

1.4 The "Distributor" is required to arrange delivery to Dealers & Retailers network in his region only at his own arrangement. Neither Company (**PREMONEX PETROCHEM PRIVATE LIMITED**) nor company Executives responsible for arrangement of Transportation or his associated cost.

2. The "Distributor" will purchase minimum of Rs. 5 lakhs (Rupees Five Lakhs) value material.

PREMONEX PETROCHEM PRIVATE LIMITED

شركة بريمو نكس بتروكيم الخاصة المحدودة

H.O.: 2714, Shatha Tower, Media City, Dubai, UAE

Customer Care No.: +971559762490

B.O.: Survey No.224, Near Imran Compound, Sivaji Nagar, Vanthapa,

Palghar, Vasai (E), Maharashtra -401 208

inquiry@orzinal.com / web : www.orzinal.com

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3. The agent is entitled to the followings:

- Goods will Deliver from nearby Direct from company to Distributor facility.
- 35-40% Profit Margin.
- Promotional Material will be provided "FOC".

The above said benefit also as mentioned in Commencement Letter/ Distributor Policy ref no: **OR/DP/001/JAN/2024 (REVISED) Dated: 01/JAN/2024**

4. 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**.

5. 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 companies.

6. The Distributor will need to maintain a proper record of goods at the Distributor's storage and the inventory will be posted and kept up-to-date to the Company **PREMONEX PETROCHEM PRIVATE LIMITED**

7. 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 Distributor from time to time by the **COMPANY**.

8. 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.

9. As the Distributor dealing with **PREMONEX PETROCHEM PRIVATE LIMITED** (Company's) products, it is the responsibility of the **DISTRIBUTOR** to maintain all the provisions of the applicable laws forever in connection with the business including compliances with GST Act, Income Tax Act etc.

10. The storage of products in the warehouse 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.

11. This agreement shall be in force for a period of 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**".

12. If the Distributor commits breach of any term of this agreement or if the company is not satisfied with the performance of the distributor for any reason, the company will be entitled to terminate this agreement by giving one Month Notice to the **DISTRIBUTOR** & the matter will be settled within days by both the parties. Thus, both the parties have right to terminate this agreement by giving.....Day's advance notice to other party in writing.

13. 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 "Distributor" will give statement of accounts to the company's accounts receivable Email **Id:inquiry@orzinol.com** for reconciled books, and any other company's assets lying with her. Simultaneously, Company will also return the security deposit amount mentioned above after deduction of any dues (if any) and other receivable to the

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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. Other Termination Clause please refer Commencement Letter / Distributor Policy ref no: OR/DP/001/JAN/2024 (REVISED) Dated: 01/JAN/2024

14. The area of operation of "Distributor" shall be: and the company shall not appoint any other Distributor for the above-mentioned **DISTRICT**.

15. This agreement comes into force with effect from .

16. 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 **MUMBAI**, India.

17. The jurisdiction for settlement of any dispute shall be at MUMBAI, India.

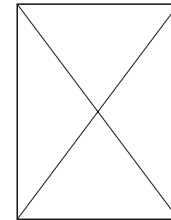
Note: The parties have signed this agreement on the day and year first above written at MUMBAI.



The Company
Signed for and behalf of

For : **PREMONEX PETROCHEM PRIVATE LIMITED**

Authorized Signatory
Debabrata Samanta
(Managing Director)



The Distributor
Signed for and behalf of

For :

Authorized Signatory

Witnesses(1):
Signature:
Name:
Address:

Witnesses(1):
Signature:
Name:
Address:



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