

## **TERMS & CONDITIONS DOCUMENT FOR SS/DISTRIBUTOR**

MahhGuru NavGrah Private Limited is in the business of manufacturing and selling of Herbal Infused water under the brand name of **RashiJal/NavGrah Jal along with other products**. Anyone who is willing to become SS/Distributors, should read the following terms and conditions.

1. The Super Stockiest shall receive the stocks of the Company' from its Factory.
2. The distributor will get the stock either through super stockies or through direct billing from company.
3. The Super Stockiest shall make satisfactory arrangements for stocking of 5000 cases or even more as and when required by the Company. The storage facilities have to be as per prescribed by the Company.
4. The Distributor shall make satisfactory arrangements for stocking of 700 cases or even more as and when required by the Company. The storage facilities have to be as per prescribed by the Company.
5. The Super Stockiest shall be handling the territory as per the terms and Conditions of the Company.
6. The Distributor shall be handling the territory as per the terms and Conditions of the Company.
7. It will be the duty of the Super Stockiest to ensure proper distribution of the Company's range of Rashi Jal/ NavGrah Jal and other products as desired in all areas within his territory. The Super Stockiest shall hold minimum 10 days stock inventory to service the retailers within 24 hours on receipt of their order.
8. It will be the duty of the Distributor to ensure proper distribution of the Company's range of Rashi Jal /NavGrah Jal and other products as desired in all areas within his territory. The distributor shall hold minimum 10 days stock inventory to service the retailers within 24 hours on receipt of their order.
9. The Super Stockiest shall make his best efforts to promote the sales of company's products; though The Company's sales staff shall assist the Super Stockiest in the coverage of the markets allotted to him.
10. The Distributor shall make his best efforts to promote the sales of company's products; though The Company's sales staff shall assist the Super Stockiest in the coverage of the markets allotted to him.
11. The Super Stockiest shall allow/permit the authorized officials of the company to inspect the stocks held by him and the documents related to sales and other transactions related to company's range of products.
12. The Distributor shall allow/permit the authorized officials of the company to inspect the stocks held by him and the documents related to sales and other transactions related to company's range of products.

13. The Super Stockiest shall comply with the state sales tax and other commercial rules and regulations and deposit applicable taxes and other levies in time and would maintain all such books and keep proper up-to-date record of accounts of the goods received and dispatched by him/company.
14. The Distributor shall comply with the state sales tax and other commercial rules and regulations and deposit applicable taxes and other levies in time and would maintain all such books and keep proper up-to-date record of accounts of the goods received and dispatched by him/company.
15. The Super Stockiest shall not repack any of the Company's products in any other size or quantity or packing and shall see that no adulteration of the goods is done and shall ensure the quality of goods.
16. The Distributor shall not repack any of the Company's products in any other size or quantity or packing and shall see that no adulteration of the goods is done and shall ensure the quality of goods.
17. The Company shall be responsible for the quality of the products sent by them and if any dispute arises either from the Super Stockiest/ stockiest/ institution against quality of the products, this should be intimated by the Super Stockiest to the Company immediately and the Company shall amicably settle the same at the earliest according to the merits of the case.
18. The Company shall be responsible for the quality of the products sent by them and if any dispute arises either from the Distributor against quality of the products, this should be intimated by the Distributor to the Company immediately and the Company shall amicably settle the same at the earliest according to the merits of the case.
19. The Company would circulate its billing prices to the Super Stockiest clearly defining the margins {SS Margin (including labour) 4% & Freight 3%} other discounts applicable to them inclusive of breakage/damage/expiry(if any)/pilferage etc. Clearing the stock will be SS responsibility and if required company can offer additional inputs for doing the same at its own discretion .
20. The Company would circulate its billing prices to the Distributor clearly defining the margins {Distributor Margin (including labour) 8% & Freight 2%} other discounts applicable to them inclusive of breakage/damage/expiry(if any)/pilferage etc. Clearing the stock will be Distributor responsibility and if required company can offer additional inputs for doing the same at its own discretion .
21. Schemes & special offers or any terms and conditions will be intimated by mail from company Authorised signatory only; no claim or warrant can be made on any soft commitment made by any one even any official from MGNPL apart from company Authorised signatory. Any transfer made into company account will be treated as advance payment against stocks & only stocks will be provided against the same.
22. Any agreement is initially valid for a period of 1 year from the date of its execution and subject to the renewal with the mutual consent. Either side can terminate this agreement by giving 90 days notice in writing However, in this event, the Company reserves the right to appoint another Super Stockiest/distributor or make suitable sales arrangements to protect their business interests.

23. The Super Stockiest/ Distributor will keep records related to the Company's business in his area of operation intact at least for a period of 90 days from the date of termination of the agreement and will provide the necessary details required, if any, to the Company on demand.
24. The Super Stockiest / Distributor during the validity of this agreement shall not use the Company's logo and design on any of its products and shall not carry/undertake a similar competitors product range and promote the same through his agency/at the above referred premises.
25. The Super Stockiest/Distributor is not allowed to make any cash transaction with the employee. In case if there are is any such transaction, Company shall not be held responsible for the same.
26. Payment schedule from SS/Distributor will be 100% advance.