

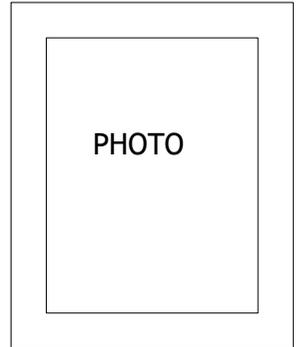
**APPLICATION FORM FOR “DISTRIBUTOR”**

- ❖ PPIPL hereby appoints the “DISTRIBUTOR” for the purpose of supplying the PRODUCT to all customers in the territory of.....State :.....
- ❖ In return for this Agreement the “DISTRIBUTOR” accepts this appointment from PPIPL and agrees to use his best efforts to promote the sale of the product and to solicit orders for the sale of the product towards customers.
- ❖ PPIPL will support the “DISTRIBUTOR” with such data relating to the product as may be reasonably requested, including consultation, free of charge sales brochures, catalogues, promotion, meeting and other literature and visits of large customers and trade shows.
- ❖ The agreement shall run into force on ..... / ..... / 20..... (Date :                      Month :  
Year: Two Thousand & Twenty                      It shall continue for ..... Months and shall be renewed for same periods unless one party gives the other party notice of termination before the end of the period.
- ❖ This agreement may be terminated before the expiry either by PPIPL or by the “DISTRIBUTOR” with or without cause, with a written notice delivered to the other party. Termination shall be effected 90 days from the date of notice. Upon the date of the termination of the agreement, all legal obligations, rights and duties arising out of this agreement shall terminate.
- ❖ On termination of this Agreement, the Accounts between the parties to this agreement shall be settled within 90 (Ninety) days from the date of expiry of notice of termination.
- ❖ This agreement and all its terms are limited to the “DISTRIBUTOR” and may not be transferred to any other party.
- ❖ Products prices are defined by PPIPL keeping into account “DISTRIBUTOR” indications and the Price List is supplied to the “DISTRIBUTOR” . Prices can be subjected to change at the discretion of PPIPL, against notice to “DISTRIBUTOR”.
- ❖ PPIPL will accept only written orders from the “DISTRIBUTOR” on his/her letter head with proper stamp and authorized signature. A scanned copy of the same can also be mailed to registered email id [info@pragnyapolymers.com](mailto:info@pragnyapolymers.com)
- ❖ Payment will be made by the “DISTRIBUTOR” through bank transfer or cheque. In case when “DISTRIBUTOR” keeps security deposit with company he/she is liable to get a credit of 15 days from the date of goods receipt from the company.
- ❖ This agreement shall commence and be in force from the date of clearance of “DISTRIBUTOR” cheque number.....dated ..... / ..... / 20..... amount RS..... of      in Company’s account and shall be valid up to 31<sup>st</sup> March 202 ..... only and can be renewed for the next financial year on such terms and conditions as may be decided by the company.
- ❖ The Company shall not entertain any claims from the “DISTRIBUTOR” over the prices or for any schemes other than the one specifically intimated in writing to the “DISTRIBUTOR”.
- ❖ The “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.
- ❖ The “DISTRIBUTOR” shall keep the record of all sales, shall also be required to send such reports as may be required from time to time by the Company.
- ❖ In case of delay in payments beyond the standard credit terms allowed by the Company, the “DISTRIBUTOR”, in addition to the sums due shall be liable to pay interest @ 2% per month on the sums due and outstanding.

- ❖ The Company if desires may at his discretion take back or cost be taken back the unsold goods or stock lying with the “DISTRIBUTOR”. The price of the goods taken back by the company would be either balanced with the payment of fresh stock or reversed back to the “DISTRIBUTOR” based upon the situation.
- ❖ The rights under this agreement shall not be assigned or transferred to any other third person.
- ❖ 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 “DISTRIBUTOR”. The “DISTRIBUTOR” shall keep the Company indemnified against any taxes, claims, demands, proceedings, costs, charges and expenses in respect of such impositions, taxes, levies, & duties.
- ❖ No terms and conditions of this agreement shall be assigned, changed, modified or waived in any way without mutual written consent of the parties here to duly signed by authorized representatives.
- ❖ The “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.
- ❖ The “DISTRIBUTOR” shall keep the Company posted with the latest market developments and customer preferences and other information as desired by the Company.
- ❖ If there is any change in the constitution, ownership, control or composition of the “DISTRIBUTOR”, unless such change or alteration has been agreed to by The Company in writing.
- ❖ Should the “DISTRIBUTOR” obstruct the Company's carrying their duties.
- ❖ Should the “DISTRIBUTOR” become or file papers for insolvency/bankruptcy or becomes legally incapable to honor this agreement.
- ❖ The Company shall not be deemed to have waived their rights nor the “DISTRIBUTOR” exonerated from its obligations from the failure of the Company enforce strict observance of the terms of the Agreement by the “DISTRIBUTOR”.
- ❖ Unless otherwise expressly agreed to in writing, all supplies of Company's products shall be against cash on delivery or on 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.
- ❖ The Company will transfer goods on **TO PAY** basis to the Second Part under a cover of transfer invoice, which the second party will receive and keep in its safe custody on trust. “DISTRIBUTOR” will take utmost care for detecting and recording possible shortages/tactful pilferages/damages/losses in transit etc in taking delivery of goods from transporters and will recover the claim amount from transporters itself.
- ❖ The “DISTRIBUTOR” shall not supply any goods / stocks as samples to any of the company's field staff/ franchise / without company's written permission. If it done it will be entirely at the cost of “DISTRIBUTOR” and no replacement will given by the company.
- ❖ “DISTRIBUTOR” agrees that he will not make any cash or in kind any transaction to any of our field staff or anybody without written instruction from company management. Any such payments made by you company will not be liable for the recovers.
- ❖ “DISTRIBUTOR” agrees that at the end of every week sales and stock statements, perforated Cash Book, Bank Book, Bank statement of said account, invoice (Sale Bill) copy raised on franchise/distributor, vouchers and other details / records should compulsorily and regularly be sent to the company every fifteen days.
- ❖ It is hereby specifically agreed & declared that in all matters in any way connected with relating to or touching these presents or the transactions hereunder the Courts in Ahmedabad, Gujrat alone shall have jurisdiction and no other courts shall have jurisdiction.

**Organization Name:**

**Code :**



**Basic Information:** - Name of the “Distributor” ..... (Mr./ Mrs./ Ms.)

( OR, If Partnership Firm please mention Partner Name in Below Format )

Name of the “Distributor” .....

.....(Mr./ Mrs./ Ms.)

**Permanent Address:** - Town / City: ..... District : .....

State : .....Pin Code: .....

Mobile No. : ..... .Phone No.....

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 Indian Contract Act, 1872 and other.

Applicable provisions and laws as may be related to this contract. I/We understand fully that this Application From can be used against me/us before any court 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.

**witness** : 1)

2)

**Company**

**Signature with Rubber Stamp**

**Company Sales Person Name:**

**Signature:**

**Date :** ...../...../202

**DISTRIBUTOR**

**Signature with Rubber Stamp**

**::This application form once completed, has to be couriered to the following address::**

**Corporate Office : GF-12, Sumel-7, Sumel Business Park, Soni-Ni-Chali, Rakhiyal, Ahmedabad-380 023**

**E-mail : [info@pragnyapolymer.com](mailto:info@pragnyapolymer.com) / [pragnyapolymers@outlook.com](mailto:pragnyapolymers@outlook.com)**

**Mobile : + 91 - 77779 67090**