

- ❖ The Company if desires may at his discretion take back or cost be taken back the unsold goods or stock lying with the “STAR DEALER”. 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 “STAR DEALER” 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 “STAR DEALER”. The “STAR DEALER” 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 “STAR DEALER” 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 “STAR DEALER” 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 “STAR DEALER”, unless such change or alteration has been agreed to by The Company in writing.
- ❖ Should the “STAR DEALER” obstruct the Company's carrying their duties.
- ❖ Should the “STAR DEALER” 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 “STAR DEALER” exonerated from its obligations from the failure of the Company enforce strict observance of the terms of the Agreement by the “STAR DEALER”.
- ❖ 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. “STAR DEALER” 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 “STAR DEALER” 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 “STAR DEALER” and no replacement will given by the company.
- ❖ “STAR DEALER” 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.
- ❖ “STAR DEALER” agrees that at the end of every week sales and stock statements should compulsorily and regularly be sent to the company every fifteen days.
- ❖ On behalf of Company C&F will manage and take care all operations of “STAR DEALER”.
- ❖ 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.