



# AGREEMENT FOR SUPER STOCKIST/ DISTRIBUTOR

ARTICLES OF AGREEMENT made today on this -----  
BETWEEN ,Super Stockist / Distributor of “**VIRALKA ENGINEERS PVT LTD.**,60,Daksh Enclave, Gangapur Road, Rudrapur-263153, Udhamsingh Nagar, Uttrakhand, through its Authorized signatory ,  
\_\_\_\_\_ (hereinafter called the FIRST PARTY/COMPANY) of the one part and ,  
\_\_\_\_\_ (hereinafter called the SECOND PARTY/FIRM).

## RECITALS

The First Party is a proprietorship Firm based in Rudrapur,Uttrakhand, India which carries on the business of Super Stockist , Distributor , wholesalers, retailers, of all types of Lithium Battery Inverter.

The Second Party/Firm is a \_Proprietorship Firm\_ having its own marketing network and is selling goods of various branches and is desirous of selling the goods of the First party/Company at a new sales outlet as communicated to the Company.

The First Party/Company, after having considered the proposal of the Second Party, has agreed to appoint the Second Party as its DISTRIBUTOR on the terms and conditions as contained in this agreement.



## **NOW THIS AGREEMENT WITNESSETH as under:**

1. That the First Party/Company hereby appoints the Second Party/Firm as its distributor to sell its products, more specifically defined in the schedule of this agreement, in the areas also clearly defined in the said schedule.
2. The agreement shall remain in force for one year commencing from financial year 2024, ---- and shall be renewable for similar periods on the agreed Terms & Conditions.
3. That the Second Party/Firm shall have to pay minimum amount of Rs. - -----/- ( lakh rupee) only to the First Party/Company for taking the Distributorship of the First Party/ Company and this amount is adjustable with the amount to be paid for supply of products & the first party will deliver the products of Rs. ----- to the second party mutually agreed by the both parties.
4. No products shall be delivered by the first first party on partial payment of the agreement amount.
5. That the Second Party/Firm shall take the selling products directly from the First Party/Company.
6. That the branding of the products and distributor's unit shall be done by the First Party  
/Company as per its norms and conditions.
7. That the sales of the product from the Distributor's unit shall be taken care by the First Party/Company as per its norms and conditions.



8. That the Second Party/Firm shall keep a minimum stock of Rs. --  
----- of the First Party/Company's product to meet the demand of the ultimate users/customers ,which quantity shall be reviewed every quarter in the light of sales during the previous quarter and the market trends.

9. The First Party/Company shall supply to the firm its products on a payment of Rs through NEFT/RTGS/IMPS. The billing to the Second Party/Firm shall be done as per the Distributor Price List, and the applicable GST shall be added thereon. No cash transactions to any company representative shall be accepted.

10. The First Party/Company and Second Party/Firm shall settle their accounts every three months and the balance debit/credit shall be adjusted by making payment and/or credit note by the party owing to the other.

11. That the Second Party/Firm shall make all efforts to promote the sale of the First Party/Company's products and in the event of the company forming an opinion on the basis of sale records that the Second Party/Firm is not properly performing its duty as Distributor, then the First Party/Company shall be at liberty to terminate this agreement by giving the Second Party/Firm one month notice in writing and at the end of the notice period, this agreement shall stand terminated and both the parties shall settle their accounts within 90 days of such termination.

12. That the First Party/Company shall be at liberty to do the inspection to the Distributor's store on quarterly basis and even on any other time if the First Party/Company finds it necessary to maintain the goodwill and sales of the product of the First Party/Company.



15. That the First Party/Company shall have liability for the staffs, salesman and/or agents regarding their payments.
16. That Second Party/Firm shall have no authority to apply any scheme on the products of the First Party/Company. Even if so it shall be done under proper direction in written from the First Party/Company.
17. That the work area of the Second Party/Firm i.e., the area of distributorship shall be decided by the First Party/Company on the basis of demand of the product, condition of the market and/or any other reason decided as per the First Party / Company policy.
18. The designated area for the Distributor will be Assam..... .
19. That once the order is placed by the Second Party/Firm, the First Party/Company shall make the delivery of the ordered products within 7 to 10 working days (depending upon the transportation condition and/or other unavoidable circumstances) from the date of payment by the Second Party/Firm on the said order.
20. That the collection of payment from the dealers shall be the sole responsibility of the Second Party/Firm and shall have to report to the First Party/Company.
21. That the Second Party/Firm shall not keep any products from other company of same genre that of the First Party/Company and if so then the First Party/Company shall have the sole authority to terminate this agreement within 90 days from the date of occurrence and take away all branding, promotions from the Second Party/Firm's store and may also charge a compensation from the Second Party/Firm.
22. That the First Party/Company shall be liable to provide the after sales service on the conditions as per company norms.
23. That the First Party/Company shall provide incentives, gifts, etc. to the Second Party/Firm as decided by the First Party/Company and shall be informed to Second Party/Firm on time to time basis.



24. That the Second Party/Firm may return the products to the First Party/Company only when found any smashed products, or any parts of the product got smashed or dislocated and/or broke due to mishandling during transportation. The First Party/Company shall replace such damaged products after proper inspection within 30 days.
25. That if any of the above mentioned conditions is violated by either of the parties then either of the parties shall be at liberty to terminate this agreement by giving a 90 days notice.
26. Communication and transmission of illustrations The Parties agree to communicate via their respective nominated email accounts.
27. Indemnification:  
The Second Party agrees to indemnify and keep the First Party at all times fully and effectively indemnified in respect of any and all claims, demands, losses, damages, liabilities, costs and or expenses of any kind whatsoever incurred by the First Party which arise out of or in connection with any breach of this Agreement by the Receiving Party.
28. Notice:  
Any notice provided for in this Agreement must be in writing and must be either personally delivered, mailed by first class mail (postage prepaid and return receipt requested) or sent by reputable overnight courier service (charges prepaid) to the Receiving Party at the address below indicated:
29. Amendments:  
Any change or amendment to this Agreement, including oral modification supported by new consideration, must be reduced to writing and signed by all Parties before it will be effective.



30. Waiver:

No waiver or default of any of this Agreement by any Party shall be implied from any omission of such party to take action against the defaulting party. One or more waivers of any covenant, terms or condition of this Agreement by any Party shall not be considered to be waiver or render unnecessary consent or approval of said Party of any subsequent or similar acts or omission.

31. Arbitration:

Any controversy or claim arising out of this Agreement which is not settled between the Parties themselves shall be settled in Kolkata by Arbitration in accordance with the Arbitration and Conciliation Act. Arbitration is considered binding for all undersigned parties and their associates, affiliated, employees, agents holders, principals, heirs, successors, assigns and other third parties under Indian law Court.

32. Attorney's Fees:

If any party files any action or brings any proceeding against other arising from this Agreement, or is made a party to any action or proceeding arising from this Agreement, the prevailing party shall be entitled to recover as an element of their cost to suit and not as damages reasonable attorney's fees to be fixed by the court, arbitrator or adjudicative authority. The prevailing party shall be the party entitled to recover their cost to suit or arbitration, whether or not entitled to recover costs.

33. Remedy:

The Parties hereby acknowledge that unauthorized disclosure or use of Confidential Information or a breach of this Agreement could cause significant and irreparable harm, which may be difficult to ascertain, and that money damages would be inadequate compensation. Accordingly, the Parties agree that the First Party shall have the right to seek and obtain injunctive relief from breaches of this Agreement in addition to any other rights and remedies, it may have from a court of competent jurisdiction.



#### 34. Termination:

This Agreement shall survive and remain in effect until expressly terminated in writing, signed by all Parties and by giving a 30 days' notice to the other party, or until one (1) year from the date of execution, whichever is earlier.

#### 35. Miscellaneous:

- (a) This Agreement sets forth the entire Agreement and understanding between the parties and supersedes all prior oral and written agreements and understandings between them relating to the subject matter of this Agreement. This Agreement may not be modified or discharged, in whole or part, except by an agreement in writing signed by both parties. This Agreement may not be assigned or otherwise transferred by either party without the prior written consent of the non-transferring party.
- (b) Goods will be returned/ replaced within 90 days ( if any unsold )
- (c) The first party / company will not bypass second party / super distributor or will not connect directly with distributors in area mentioned in agreement.
- (d) This Agreement will be binding upon and inure to the benefit of the parties hereto and each party's respective successors and assigns.
- (e) In the event that any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties hereto shall be construed and enforced as if the Agreement did not contain the particular provision(s) held to be unenforceable.
- (f) This Agreement shall be governed by and construed in accordance with the laws of India without regard to its conflict of laws provision. you with banking interest.



- (g) Each party hereto represents and warrants that it has the full power and authority to enter into and perform this Agreement, and each party knows of law, rule, regulations, order, agreement, promise, undertaking or other fact or circumstance which would prevent its full execution and performance of this Agreement.
- (h) This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement.
- (i) For any job other than as mentioned in clause 8 of this agreement assigned by the First Party to the Second Party, shall be charged additionally.
- (j) In case within three months not a single product will sold out the company will refund

IN WITNESS WHEREOF, the parties here to have executed this agreement on the day of \_\_\_\_\_, 2025 IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and seal the day, month and year first above-written.

( Mr. \_\_\_\_\_ )  
(AUTHORIZED SIGNATORY OF FIRST PARTY)

(AUTHORIZED SIGNATORY OF SECOND PARTY)  
(Mr. \_\_\_\_\_)

Witnesses:  
Name: Signature:

Name: Signature:

**VIRALKA ENGINEERS PVT LTD.,**60,Daksh  
Enclave, Gangapur Road, Rudrapur-263153,  
Udhamsingh Nagar, Uttrakhand