

## **INTERNATIONAL DEALER AGREEMENT**

This Agreement is made in Theni, Tamilnadu state, India, on the \_\_\_\_\_ between Mr. \_\_\_\_\_, holding Passport No. \_\_\_\_\_ for and behalf of Monarch Industrial Products (I) Pvt. Ltd., a company having its registered office in Theni (hereinafter referred to as "Monarch") of the one part and \_\_\_\_\_ of \_\_\_\_\_ on behalf of M/s. \_\_\_\_\_, holding passport no. \_\_\_\_\_ a company having his registered offices at \_\_\_\_\_ (hereinafter referred to as "the Dealer") of the other part.

Both parties have agreed to enter into this distribution contract subject to the following.

### **CLAUSES**

#### **SECTION I: PURPOSE OF THE CONTRACT - TERRITORY OF ACTIVITY AND PRICE**

##### **Article 1 — Purpose of the contract**

Monarch grants the Dealer exclusive rights for the supply and application of Monarch Range of products either in standard size or as per requirement shall be limited to customers who have places of business in, and will initially use the Company's products in the geographic area set forth in Exhibit "B" attached hereto.

**Scope:** This Agreement consists of pages 1 through 8, including Exhibit A (Ref Price List no: 110) , Exhibit B & Exhibit C which is incorporated into and made part of this Agreement. Company's Terms and Conditions of Sales also forms part of this Agreement.

##### **Article 2 - Territory of activity**

The Dealer is authorized by Company to stock, sell, advertise and promote the sale and use of the Products in the assigned Territory set forth in Exhibit B ("Territory"). Additions of any geographical areas to the Territory are subject to the prior written consent of Company.

##### **Article 3 – Price**

The price list for the Products set out in Exhibit A(Ref Price List no: 110) to this Agreement as revised from time to time (Minimum 6 Months) by Monarch in its sole discretion.

## **SECTION II: EXCLUSIVITY**

### **Article 4 - Assistance By Monarch**

Monarch agrees to furnish Dealer with reasonable quantities of Monarch's catalogues, manuals, advertising literature and other sales aids that may be available with Monarch. Any such sales

aids provided shall be in English. Monarch further agrees to provide Dealer with reasonable technical assistance upon terms and conditions to be agreed upon from time to time.

### **Article 5 — Legal status of the Dealer**

The Dealer shall represent Monarch as an exclusive dealer in the territory from the date of signing the agreement. Any direct leads received by Monarch directly from the customers within the assigned territory should be serviced only through the Dealer. The Dealer has no right to sell directly or indirectly to any other country other than assigned territory. In case the Dealer gets direct enquiries other than their assigned territory, the same should be forwarded to Monarch for their approval and guidance.

### **Article 6 — The principle of Exclusive Rights**

The relation between Monarch and the Dealer shall be based on the following:

The commitment of the Dealer to sell the products & services delivered by Monarch and not to sell any services, which are of a competing nature with those of Monarch.

Whilst the contract is in force, the Dealer is prohibited from selling or arranging the sale or services by any other firms, which are identical or similar to the services of Monarch. The Dealer will also abstain from competing in any other way, directly or indirectly, with Monarch.

## **SECTION III: OTHER RIGHTS AND OBLIGATIONS OF THE DEALER**

### **Article 7 — Business Promotion**

The Dealer shall be obliged to promote the sale of the products & services provided by Monarch in the assigned territory in an effective manner. The Dealer shall watch over the interest of Monarch with all the diligence expected of a good Dealer and shall keep Monarch informed of the Dealer's activities, as well as the market conditions in the assigned territory.

**7.1 Seminars/Exhibition/Road shows:** Seminars organized by Monarch for business promotion also includes the participation of the Dealer who shall be helping in arrangement of seminars and the cost such incurred shall be on a shared basis, equally.

**7.2** The Sample materials shall be provided by Monarch to the Dealer at free of Charge as per the discretion of Monarch.

7.3 The End user PO Copies shall be provided by the Dealer and the Monarch shall also support the Dealers with credentials like Work Order Copies / PO Copies, Job Photographs, Performance letters, Test Certificates etc, besides providing Dip test Samples.

7.4 Monarch shall assist the Dealer in After – Sales – Service for execution of jobs/works at site as per market driven charges. The cost towards boarding, lodging, conveyance, tools & consumables and other incidental expenses shall be charged extra.

#### **Article 8 — Business or company secrets**

The Dealer shall not, even when the contract has expired, use or reveal to third parties business or company secrets which may have come into their possession within the context of their activity.

#### **Article 9 — Local Dealers**

The Dealer shall have the authorization to appoint local dealers within the assigned territory and sign contracts based on the market needs. The appointment of local dealers should be communicated to Monarch. The appointment of such local dealers and their performance shall be the responsibility of the Dealer and Monarch does not hold any responsibility.

#### **Article 10 - Sales Force**

Dealer shall maintain a competent and experienced sales force sufficient to adequately serve the Territory.

In the event of Supervision for any specific Job/Training at Dealers place by Monarch's Supervisor/Training personnel, the Point-to-Point Conveyance, Boarding & Lodging expenses for Supervisor/Training personnel should be arranged at Dealers scope and Monarch will pay the daily allowance.

#### **Article 11 - Customer Servicing**

Dealer shall maintain in the Territory sufficient inventory of the Products so as to permit filling and dispatch against current customer orders normally dispatched from Dealer's warehouse stock. Dealer agrees to notify Monarch if it opens any new offices or branches or closes or ceases to operate any one of its offices or branches.

### **SECTION IV: DURATION AND DISCHARGE OF THE CONTRACT**

#### **Article 12 — Duration**

The contract shall have duration of 3 years and shall be automatically renewed for successive period of three years without any communication in writing, provided both parties deliver the duties as per the clauses mentioned in the agreement.

#### **Article 13 — Discharge**

The contract shall be discharged:

13.1 When one of the parties so decides in the case of a serious breach of contract on the part of the other.

13.2 If there are significant changes in the legal structure or the financial situation of either of the parties, which could seriously alter the outcome of the contract.

13.3 If the contract is terminated then all outstanding payments on either due by the Dealer to Monarch or vice versa shall be cleared with immediate effect. Pending orders, if any shall be executed by both the parties as per existing contract terms.

13.4 Monarch shall have the right to suspend or discontinue Dealership for any of the following acts.

1. Insubordination or disobedience.
2. Acts involving moral turpitude
3. Neglect of duty or incompetence
4. Corruption, fraud, dishonesty in connection with company's business
5. Assisting the technical details piracy directly or indirectly
6. Injuring the company's reputation in any manner whatsoever

#### **Article 14 — Compensation for Customers obtained**

The cancellation of this contract for any of the reason envisaged shall not give rise to any compensation for the Dealer for the customers generated in favor of Monarch during the duration of the contract.

#### **SECTION V: PAYMENT TERMS**

1. Over Riding Commission (ORC):

- 1.1. The Dealer shall be entitled for commission of 15% if the billed value is at par or above recommended price list set out in Exhibit A (Ref no: 110) after receipt of payment by Monarch when the orders are booked directly in Monarch's favor. If the billed value is less than the recommended price list set out in Exhibit A (Ref no: 110) then the ORC shall be paid on case to case basis.

2. Cash deposits / SWIFT Payments can be made in company account given below

#### **SECTION VI: BANK DETAILS**

Name of the Bank : M/s. TamilNad Mercantile Bank Ltd.,  
Account No. : 007700150950136  
Account Name : M/s. Monarch Industrial Products (I) Pvt. Ltd.,  
IFSC Code No. : TMBL0000007`  
Branch Name : THENI  
11digit NEFT Code : TMBL0000007`  
MICR Code : 625060102

In case of any change in Banker details Monarch shall inform the same to the Dealer.

Monarch shall not take any responsibility, if payment wrongly remitted to some other account other than the Bank detail provided, due to Hackers Intrusion/Online Banking Errors.

## **SECTION VII: FINAL PROVISIONS**

### **Article 15 - Defective Product and/or Manufacturer Error**

1. Product that is defective (i.e. that does not comply with Company's warranty under this Agreement), Product to be inspected for possible defect and/or Product subject to Company errors (i.e. wrong Products/quantities that were ordered correctly by Dealer) may be returned at Dealer's sole cost to the location which Company designates as noted on the RMA(Return Material Authorization). Defective Product claims are subject to the terms and limitations of Company's warranty under this Agreement and claims based on Company errors must be filed directly with Company within thirty (30) days of the Products' delivery or they will not be honored.
2. The specific invoice number must be provided to ensure proper credit, if any.

### **Article 16 — Modification to the contract**

All derogatory or supplementary agreements or other modifications made to this contract shall be subject to the agreement in writing of the two contracting parties.

### **Article 17 — Transfer of the contract**

This contract cannot be transferred to any other person or body without the mutual agreement of the contracting parties.

### **Article 18 - Warranty And Force Majeure**

1. Monarch warrants that all Products delivered hereunder shall be of Monarch's standard quality. MONARCH MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED: THERE ARE NO IMPLIED WARRANTIES INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
2. Monarch shall not be liable for damages resulting from delays in shipment or inability to ship due to normal production and shipment delays or those resulting from acts of God, fires, floods, wars, sabotage, accidents, labor disputes or shortages, plant shutdown or equipment failure, voluntary or involuntary compliances with any law, order, rule or regulation of governmental agency or authority; or inability to obtain material (including power and fuel), equipment or transportation, or arising from any other contingency, circumstances or event beyond the control of the Monarch.

### **Article 19 - Limitation Of Liability**

No claims of any kind, whether as to materials delivered or for nondelivery of materials from Monarch, and whether arising in tort or contract, shall be greater in amount than the purchase price of the products in respect of which such damages are claimed; and the failure to give notice of the claim to Monarch where the order was placed within sixty (60) calendar days from the date fixed for delivery shall constitute a waiver by Dealer of all claims in respect of such Products. In no event shall Monarch be liable for special, indirect or consequential damages. Any claim with respect to defective Products or breach of warranty must be promptly made and shall apply to Products properly used, stored, applied and maintained.

**Article 20 — Arbitration**

To settle any differences arising from the interpretation of this contract, fulfillment or breach of the same, both parties shall submit themselves to the courts falling under jurisdiction limits of THENI of TamilNadu State, India

**Article 21**

This contract is signed in duplicate at the aforementioned place and on the aforementioned date.

Signed for  
Name: Mr.

Signature  
Company Seal

Signed for Monarch Industrial Products (I) Pvt. Limited.  
Name: Mr. K. Ramesh, Managing Director

Signature  
Company Seal

Mr. K. Ramesh

Managing Director

Monarch Industrial Products (I) Pvt.Ltd.

**Dealer’s Acknowledgement**

I agree with the aforesaid terms, and take sole responsibility of person/s representing me/company, in respect of all matters pertaining to the dealership.

Signature of the Dealer: .....

Name: \_\_\_\_\_

Area of Operation:

State : \_\_\_\_\_

Zone: \_\_\_\_\_

Date: \_\_\_\_\_

Seal of Company:

Note: Company shall have the right to modify this Exhibit at any time, to become effective thirty (30) days after Company provides notice of the modification to Dealer.

### **Exhibit A**

PRICE LIST AS OF August, 2012 & Range of Products. Future orders are to be priced such that the Authorized Dealer will receive a dealer's 32% discount from the then current manufacturer's list price.

<b>RANGE OF PRODUCTS</b>		
<b>S.No</b>	<b>Product Group</b>	<b>Brand</b>
1		
2		
3		

### **Exhibit B**

Subject to the provisions of Article 1 & 2 of this Agreement, the following countries shall constitute the Territory:

### **Exhibit C**

#### **Target/Minimum Business Objective**

Dealer on their best effort sell and promote the sale and use to fulfill the business sales target of USD \_\_\_\_\_ Quarter during the term of this Agreement. The minimum business objectives shall be amended based on the market potential, business needs and with mutual agreement.