

DEALERSHIP AGREEMENT

THIS DEALERSHIP AGREEMENT IS MADE AT SILVASSA ON THIS DAY OF

BETWEEN

M/s. SAROL LUBE OIL

The company duly established and incorporated under the Companies Act, 1956 and has its Registered Office at B-5, Yogi Darshan-2, Nr. Balaji Temple, Amli, Silvassa – 396 230, D & N.H. & D.D. Hereinafter referred to as the **“SAROL”**, which expression shall always mean and include, its Proprietor, Legal Representatives & Office Bearers. Company is registered in various departments like GST Department bearing GST Registration No. **26ASBPM6399K1Z4**, MSME Department bearing Udyam Registration No. **UDYAM-DN-01-0003285**, DGFT Department bearing Import-Export Code (IEC) No. **ASBPM6399K**, IP Department bearing Trade Mark Registration No.

AND

M/s. _____

Hereinafter referred to as the **“Dealer”**, which expression shall always mean and include, unless repugnant to the context or meaning thereof his Legal Representatives, Heirs Successors, Administrators & Executors.

WHEREAS the company carries the business of manufacturing, marketing & selling of Automotive Lubricants, Industrial Lubricants, Lubricating Greases, Car Care Products & Lubricating Additives in the brand name of **“SAROL”**. AND WHEREAS in order to expand its selling activities **“SAROL”** is looking for good and reliable dealer. AND WHEREAS the dealer has offered to sell and deal in all Products of **“SAROL”** and WHEREAS **“SAROL”** has accepted the said offer of the dealer on the following mutually agreed terms and conditions.

NOW THEREFORE THE PARTIES HERETO AND HEREUNDER MUTUALLY AGREE AND DECLARE AS BELOW:-

1. **"SAROL"** has appointed the Dealer for City Area State for sell, promotion, marketing and servicing in Automotive Lubricants, Industrial Lubricants, Lubricating Greases, Car Care Products & Lubricating Additives.
2. "Dealer" shall sell, market all products manufactured by **SAROL** & do all such acts, deeds, things which will generate sales, keep proper follow up of retail sale & render after sale service to the product sold by him or by the previous retailer during the warranty period and afterwards also.
3. **SECRECY :**
 - i) The Dealer shall keep all the communication made with the **SAROL**, any information, technical data, know-how supplied / disclosed by the **SAROL** as a trade secret and shall not divulge the same to any third party, without prior written permission obtained from the **SAROL**, in any manner, whatsoever and either directly or indirectly.
 - ii) The price of the Dealer will be a trade secret and shall not divulge the same to any third party, without prior written permission obtained from the **SAROL**, in any manner, whatsoever and either directly or indirectly.
4. **RESPONSIBILITY OF THE DEALER :**
 - i) To achieve minimum sales target as fixed by the **SAROL** from time to time.
 - ii) Dealer has to place the minimum order of Rs. 1 lakh at a time.
 - iii) Dealer has to send the PO copy with payment acknowledgment copy to the company.
 - iv) Dealer will maintain storage area to store the products of **SAROL**.
 - v) It will be the prime responsibility of the Dealer to do marketing & sales promotion activities regularly to develop the business of **SAROL**.
 - vi) The maintenance of storage i.e. rent if any, clerical staff, loading & unloading of materials, clearing of consignments from railways/road transport and local deliveries will be responsibility of the dealer.
 - vii) The dealer will maintain proper record of products stored at his location and the inventory will be posted and kept up-to-date so that stock can be physically checked and verified at any time by any of the company's authorized employees/representatives.

- viii) Dealer has to maintain proper books of accounts and shall submit daily, weekly & monthly statements as required by the company.
- ix) As the dealer is working on the behalf of the company, it is the responsibility of the dealer to follow all the provisions of the applicable laws in connection with the business including compliances with GST Act, Income Tax Act etc...
- x) Appoint maximum retail outlets in the area to cover all garages, petrol pumps, authorized service centers, other service stations, automotive spare part selling shops, direct customers etc.
- xi) Keep adequate stock for regular supply to Retail Outlets and Customers.
- xii) It is the responsibility of Dealer to ensure the quantity and quality of the material delivered at his storage location. In case of any discrepancy, same should be raised within 24 hrs. from the date of receipt to the **SAROL** representatives.
- xiii) Do all such acts, deeds & things, which will generate sales & supply, provide after sales service during the warranty period and afterwards also.
- xiv) Employ required manpower in this business to run the operation smoothly.
- xv) It will be the prime responsibility of the dealer to take care of their customers.
- xvi) Dealers will keep the transparency in all respects while doing business with **SAROL**.
- xvii) Last but not least it is the prime responsibility of the dealer to promote the brand name of **SAROL**.

5. **RESPONSIBILITY OF THE COMPANY :**

- i) To give minimum sales target from time to time as per the capability of the dealer.
- ii) **SAROL** is not taking any deposit from Dealers.
- iii) Payment term for Dealers will be ADVANCE i.e. order from Dealers can be accepted once payment is deposited in company's account.
- iv) **SAROL** will provide sales, marketing, sales promotions, advertising etc. of products by their own way or through their appointed sales and marketing team.
- v) To audit the infrastructure maintained by the dealer to store and sell the products of **SAROL**.

- vi) To help the dealer in keeping adequate stock for regular supply to Retail Outlets and Customers.
- vii) **SAROL** will be selling all types of lubricating oil products to dealer at Dealer's rate and Dealer's rate will be decided by **SAROL** current price list only.
- viii) All quality & quantity related complaints in the product supplied by **SAROL**, if any will be rectified by the company at the cost of the company.
- ix) **SAROL** shall have right to appoint any other dealer in addition to dealer appointed under this agreement.
- x) It will be the prime responsibility of the **SAROL** to take care of their dealers.
- xi) **SAROL** will treat their dealers like business partners.
- xii) **SAROL** will keep the transparency in all respect with the dealers while doing business.
- xiii) **SAROL** style of working will be in such a way that there will be WIN-WIN-WIN situation for all three segments (Manufacturer-Dealer-Retailer/User).
- xiv) Last but not least **SAROL** will never compromise with quality, reliability and transparency with the Dealers, Retailers/Users.

6. **PRINTING ON STATIONERY :**

The Dealer shall ensure that all the letter heads, bills, invoices, advertisement material, leaflets, brochures and any other correspondence relating to our product shall contain "Authorized Dealer of SAROL LUBE OIL," Silvassa and logo of the Company.

7. **AGREEMENT PERIOD :**

This agreement shall be in force for a period of 3 years from the date of agreement unless it is terminated earlier. In case company desires to continue with this arrangement, company shall renew by a letter incorporating the renewal clause and same should be accepted by the dealer.

8. TERMINATION CLAUSE :

If the company or the dealer commits breach of any term of this agreement or if the company or dealer is not satisfied with the work of the other party for any reason, the company or dealer will be entitled to terminate this agreement by issuing two months prior written notice by either party and the matter will be settled within 45 days from the date of expiry of the notice period by both the parties. Thus both the parties has the right to terminate this agreement by giving two months prior written notice to either party.

9. JURISDICTION :

Any dispute pertaining to interpretation, application, fulfillment / breach of any condition of this agreement shall be subject to exclusive SILVASSA jurisdiction only and SAROL shall have right to withhold all money till the final decision of the dispute by the Competent Court.

IN WITNESS WHEREOF SIGNED, SEALED AND DELIVERED ON DAY AND PLACE MENTIONED HEREINABOVE.

COMPANY

Signed on behalf of
SAROL LUBE OIL

DEALER

Signed on behalf of

PARTNER

PROPRIETOR/PARTNER