

DISTRIBUTOR AGREEMENT

Is Made On This _____Th Day Of _____Month_____At online BETWEEN Yuktiraj Private Limited (Iso Certified 9001:2015) A Company Incorporated Under The Companies Act 1956 Having Its Registered Office At Bypass Kinhi Road Sambhaji Nagar ,Karanja, Dist:- Washim, Maharashtra:- 444105 Acting Through Its Director **Mrs. JYOTSNA BHANDARKAR** (Hereinafter Called Company Which Expression Shall, Unless Repugnant To The Context, Include Its Successors In Business, Administrators, Liquidators And Assigns Or Legal Representatives) Of The FIRST PARTY

AND Mr:- _____, Age _____,

Residing at:- _____

Allotted Area:- _____ PIN:- _____

PRODUCT:- "Motor Auto Driver"

Here in after referred to as "DISTRIBUTOR" (Which expression shall unless repugnant to the context mean and include his heirs, executions, administration and assigns) of the SECOND PART.

WHEREAS:-

WHEREAS the Company is carrying on the business as Outsourcing/Import and Marketing of "Real Time Protection System" and other relevant products and is establishing reputation and demand for his products and having all the requisite licenses and permission from the appropriate authorizes.

The Company is in the line of marketing and distribution of "Real Time Protection System" for selling to general public ("the product") through its online websites and distributors.

AND WHEREAS the COMPANY has proposed to expand their business all over India and for this purpose with this agreement appoints DISTRIBUTOR.

AND WHEREAS the party of the SECOND part has approached to the COMPANY for becoming DISTRIBUTOR of the COMPANY for selling the products in the area / territory.

AND WHEREAS at the request of the party of the SECOND part the COMPANY has agreed to appoint the party of the SECOND part as DISTRIBUTOR of the COMPANY, and the party of the SECOND part has accepted such appointment as DISTRIBUTOR for selling and marketing of the "Real Time Protection System" on the terms and conditions hereinafter mentioned.

WHEREAS the COMPANY & DISTRIBUTOR mutually agrees to narrate the same terms & conditions specifically in writing.

Applicant sign: _____ page :- 1

DEFINITION

A. Company means Yuktiraj Private Limited.

B. Direct Selling Means marketing or sales of goods directly to the end user consumer using word of mouth, publicity, display and/ or demonstrations of the goods/products, and/or distribution of pamphlets.

C. Marketing Company Means Yuktiraj Private Limited and running its main business in the name as importing and distribution of the product.

D. Distributor means a distributor appointed for distribution of products of the company.

E. Consumer Means who buys goods or services for personal (self) use and not for resale or commercial purpose and shall have the same meaning as provided under the Consumer Protection Act, 1986.

F. Goods / Products Means goods/products defined in the Sale of Goods Act, 1930 and section 3(26) of the General Clauses Act, 1897, is that, it shall include every kind of movable property other than actionable claims and money.

G. Sales/Commission/Profit incentive Means amount of incentive payable to the Distributor Seller for effecting sale of goods /products as stipulated in the contract between the Distributor and Direct Selling entity.

H. Website Means official website of the Company www.raj21.org

1. Appointment And Duration:

i. The COMPANY hereby appoints the party of SECOND part as DISTRIBUTOR for marketing and selling of "Real Time Protection System"

ii. DISTRIBUTOR have agreed to purchase of .

iii. DISTRIBUTOR appointment will be effective and in force for a period of 1 (ONE) YEARS with effect from the date of signing of this Agreement, unless earlier terminated or otherwise extended in writing by the COMPANY in a manner consistent with the terms of this Agreement.

iv. The appointment of DISTRIBUTOR shall be on Non exclusive basis and the Company reserves unconditional right to appoint as many DISTRIBUTOR within the area it deems fit. The Company also reserves unconditional right to change the distributor/ franchisee originally allotted to DISTRIBUTOR without informing to the distributor.

v. The COMPANY reserves the Right to take the following actions within DISTRIBUTOR's Territory;

a. To make Sales directly to any or all customers of the same and/or other Company Products.

b. To sell and /or render services exclusively, on a direct basis, to certain types of Customers or specific accounts which COMPANY may, in its sole discretion, Designate from time to time in accordance with the current COMPANY policies. The COMPANY will not notify DISTRIBUTOR regarding any appointment of additional distributors in its Territory.

2. Roles & Responsibilities: DISTRIBUTOR shall be solely responsible for selling the products Distributor is required to take Tax Identification number (TIN) as per the applicable laws to specific territory/state.

i. Distributor will sell the 50 set within two month and incase the distributer is unable to sell the 50 set within two month. Distributor right will be end.

ii. In case the Distributor is unable to meet the selling the products within two month, the company has the right to cancel the distributorship without giving any notice in that respect.

iii. DISTRIBUTOR agrees to sell the products in the rate fixed by the Company only.

iv. The Products once received by the distributors will not be refunded or returned by the Company under any circumstances.

v. The right to revise the price of the product is solely reserved by the Company and the Company may revise/modify the price of the product without any prior notice.

vi. The right to revise the price of the product is solely reserved by the Company and the Company may modify design of the product without any prior notice.

vii. The products may differ from the pictorial representation or the description mentioned in the website of the Company and the Company will not be responsible for any loss sustained by the Distributor due to such representation.

viii. The distributor will be held responsible for any misrepresentation/ Misuse of the name / goodwill / product of Yuktiraj Private Limited. and the company reserves the right to take any action against the distributor and cancel the distributorship/ franchisee with immediate effect.

ix. The Privacy policy, user agreement and all the terms and conditions mentioned in the website of the company, i.e. Yuktiraj Private Limited. will form a part of this agreement and the distributer agrees to bind himself/herself legally with terms and conditions of the company.

x. The distributor has agreed that the goods received from the company under his/her order shall not be taken back by the company under any circumstance.

xi. DISTRIBUTOR shall continually maintain to the Satisfaction of the COMPANY a general reputation for honesty, integrity and good credit standing and shall maintain the highest quality standards.

xii. Distributor shall bound to warranty conditions of product. Warranty has process by warranty trams for more about warranty trams visit website. Warranty auto start after 3 month of purchase.

xiii. Disputes of distributors will only remain with the company. Any dispute with any employee of the company will not be valid.

xiv. If the distribution is not successful in selling the product, the company will not be responsible; there is no return in such condition.

3. Tax And Levy: DISTRIBUTOR shall be liable to pay any other state, central or local taxes and levies, as are applicable at the time of sales or supply of services or may become applicable thereafter in respect of the products sold hereunder.

4. Compliance With Statutes: DISTRIBUTOR hereby undertakes to observe and comply with all laws, orders, rules, regulations and other legal requirements and notifications, amendments made from time to time.

5. DISTRIBUTOR shall forthwith give notice in writing to COMPANY on any infringement or colorable imitation of any of the trade names or trademarks, which are used on or applied to, the products.

6. DISTRIBUTOR shall at all times, if so required by COMPANY tender to COMPANY all assistance in its power to restrain the infringement or colorable imitation of any such trade descriptions trade names or trademarks.

7. DISTRIBUTOR shall forthwith cease and desist from using the name, logo, letter heads and other material having COMPANY's name or logo on termination of this agreement as provided in Termination clause below

8. Confidentiality: DISTRIBUTOR agrees that all aspects of the contents of the Agreement shall be

Treated as confidential and that no information in respect to the content of the Agreement shall be disclosed without the prior written consent of COMPANY except as necessary to implement the Agreement and inform customers.

Notwithstanding the liability provisions of this Agreement, the Parties will disclose Information only to their directors, employees, professional advisers and agents who need to know such Information for the purposes of providing roaming services and any transaction resulting there from, or for the borrowing of funds or obtaining of insurance and who are informed of the confidential nature of such Information.

DISTRIBUTOR shall be liable under this Agreement to COMPANY in respect of any unauthorized use or

Disclosure Of Such Information.

In addition to the above, Information and the contents of this Agreement may be transmitted to Governmental, judicial or regulatory authorities, as may be required by any Governmental, judicial or regulatory authority including quasi judicial bodies.

9. Relationship Of Parties: In the performance of this Agreement the Parties to this Agreement shall at all times be independent entities and nothing in this Agreement shall constitute, or be deemed to constitute, either Party as being the agent, partner or joint venture partner of the other.

10. Termination: Either Party shall have the right to terminate this Agreement, if:

- i. The other Party fails to perform any material obligations under this Agreement, and such failure continues unheeded for a period of (7) days following receipt of written notice of such failure, or
- ii. By giving one month notice to other party, with or without assigning any reason or
- iii. Default by DISTRIBUTOR the agreement may be terminated by the Company immediately upon the failure of DISTRIBUTOR to pay for products or the distributor fails to sell the 10 SET products within two month in accordance with the terms of this agreement

11. Severability: In the event that any of these terms, conditions or provisions or those of any schedule or attachment hereto will be determined by any competent authority to be invalid, unlawful or unenforceable to any extent such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

12. Force Majeure: Neither the COMPANY nor DISTRIBUTOR shall be liable for any inability to fulfill their commitments hereunder occasioned in the whole of, or in part, by force majeure, including, but not restricted to, strike, lock-out, fire, break down, war, act, or regulation, or restriction of Government, inability to secure Government authorization or approval, or any other cause beyond their reasonable control. Such force majeure occurrence shall be notified to the other party in writing immediately. The Company shall, in such event, have the right to allocate available Products among its customers in its sole discretion

13. Arbitration All disputes arising between the company and distributor to the interpretation, operation, or effect of any clause in this deed or any other difference/disputes arising between the company & distributor cannot be mutually resolved, shall be referred to the sole jurisdiction of Karanja Jurisdiction, district:- Washim, state:- Maharashtra.

Refund & Return Policy

Once The Product **Motor Auto Driver** Sold Will Not Be Returned Any Conditions, And The Money Will Not Be Refunded **Motor Auto Driver** one Year Warrantee Contacting Us If You Have Any Questions About These Terms Of Use, Please Email Us At yuktiraj@raj21.com

Warranty Disclaimer.

The Services Provided By Yuktiraj Private Limited Or Our Third-Party Service Providers Are Provided "As Is," As Available, And Without Any Warranties Or Conditions (Express Or Implied, Including The Implied Warranties Of Merchantability, Accuracy, Fitness For A Particular Purpose, Title And Non-Infringement, Arising By Statute Or Otherwise In Law Or From A Course Of Dealing Or Usage Or Trade). We Make No Representations Or Warranties, Of Any Kind, Either Express Or Implied, As To The Quality, Identity Or Reliability Of Any Third Party, Or As To The Accuracy Of The Postings Made On The Website By Any Third Party. Some States And Jurisdictions Do Not Allow For All The Foregoing Limitations On Implied Warranties, So To That Extent, If Any, Some Or All Of The Above

Limitations May Not Apply To You. Report us any quality problem within 48 hours after receiving good.

Policy Modifications

Yuktiraj Private Limited may update its policy from time to time, without prior notice, and post it on the website. www.raj21.org

Sell Type

Yuktiraj Private Limited sells in two types: Type 1 Distributor sells System, Distributor can sell in its entire district, and Type 2 Yuktiraj Private Limited has a marketing sell network all over India. The company also sells through it. If there is any marketing person in your district then he can sell, You will not have any action in this.

We do not sell this product online and do not allow any of our sellers to sell. If a distributor or seller makes a listing online, the company can remove the listing through proper channel and also terminate the distribution rights.

Warranty Distributor Responsibility

Our Product has a one-year warranty. You need to give service to our customer for one year. After selling the product, it is necessary to write the date with marker pen and fill the warranty card. If a product comes under warranty, first you will have to read to make sure that any broken or water or any other liquid is soaked, then you will have to check its sale date as well. If all is well, then you have to send it to your company address at your own expense that too only by speed post with filled warranty card. Without warranty card we do not offer any warranty. We will send it to you for repair or replacement by our expense. It will take maximum 15 days for this. The model that you send to us in this is not necessarily the same model; you will get the change in the model.

Price

A. Price. We reserve the right to change the prices, mpr's, that may be charged by yuktiraj private limited at any time, at the sole discretion of yuktiraj private limited and upon reasonable notice posted in advance on the website. No refunds of fees already paid will be given. B. Legal relationship. Yuktiraj private limited is not your agent with respect to any funds that have been transferred to yuktiraj private limited for any assumed payment liabilities. Yuktiraj private limited does not have any control over the manufacturing and the authenticity if the claim made by the product. Nothing in these terms of service will be deemed to constitute yuktiraj private limited as your agent with respect to any service purchased through the website, or expand or modify any warranty, liability or indemnity stated in these

IN WITNESS WHEREOF, the party hereto has set and subscribed their respective Hands and seals this day ____ of _____, 2020

For Yuktiraj Private Limited

For Distributor

Sign _____

Sign _____

Authorized Signatory

Authorized Signatory.

Witness:

Witness:

Signature_____

Signature_____

Name: -

Name:-

Mr. Anil kale

Mr. Prakash lokhande

Address:- karanja lad pin:- 444105

Address:- karanja lad pin:- 444105

Stamp and seal company:-

Stamp and seal Distributor:-

Applicant sign:_____ page :-7

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