



Xboom Utilities Pvt. Ltd.

Office Address: 23/24, Vittal Nagar, ISRO layout, Bangalore-560078.

Phone No.: 080-26662616 Email: contact@xboom.in Website: www.xboom.in

TERMS AND CONDITIONS FOR DEALERSHIP

1. The agreement between the Company and the Authorized dealer shall come into force from the date of signing of this proposal form and shall continue until determined by either Party in writing.
2. Authorized dealer must have an office in all districts central and their own office staff. Each district they have to engage marketing professionals as required.
3. Authorized dealer should not have business dealing either directly or indirectly with any companies or persons who are competitors for our products.
4. Authorized dealer will maintain confidentially of all documents & information relating to the business of the company.
5. The company will give materials in FOB price to the dealer.
6. The Company shall intimate to the Authorized Dealer the maximum prices at which the Authorized Dealer shall sell the products. The Authorized dealer shall however, be free to charge prices lower than the maximum prices intimated by the Company. Transportation and transit insurance is not in company's responsibility.
3. The Authorized Dealer hereby undertakes and agrees with the Company that it will at all times during the continuance in force of this agreement observe and perform the terms and conditions set out in this agreement and:
 - a. Will abide by all the policies of the Company announced from time to time.
 - b. Will not use the name or trademark /logo of the company on the letterheads or otherwise except in the manner approved by the Company.
 - c. Will not assign or purport to assign the benefit of this Agreement without the prior consent of the Company in writing.

4. Financial Credibility:

For Authorized Dealer security deposit will applicable (the deposit amount will inform later)

Dealer should have a strong financial position. List of property like own godown/shop etc with address must be submitted to the company.

5. License / Registration No.:
Dealer should possess the valid shop license from concerned government authority and to be submitted to the company.
6. Sales Tax / TIN:-Dealer should possess the valid Sales Tax / TIN. Document of proof has to be submitted.

7. Validity & Renewal – Initial validity of appointment is for 1 year, from the date of signing the agreement. Renewal of Dealership will be purely depending upon the performance of Dealer. Company has the right to renew the dealership or reject the renewal.
8. Company will support the business by branding through advertisement and by providing all the necessary

Catalogues, technical specification charts and pamphlets.

9. Company can give technical as well as marketing training /guidance upon request. Company will provide technical expert services at site on demand at free of cost in case of any major technical issues.
10. Installation and commissioning if required company will complete on additional charges.
11. Area of Operation: Xboom Utilities Pvt. Ltd.'s Distribution will be for specific districts as mentioned in Dealership certificate by the company. Dealer has to operate in the area for which appointed by the company. However, company has the right to increase, reduce or modify the area of operation.
12. Authorized dealer have to achieve a minimum order quantity as per the agreement.
13. Payment mode:
No credit facility is allowed by the company. Payment would be through the following mode: Demand Draft/RTGS/Cheque after realization in company's account.
14. Without prejudice to any other remedies the Company may have against the Authorized Dealer, the Company shall have the right at any time by giving notice in writing to the Authorized Dealer to terminate the Agreement forthwith in any of the following events:
 - a. If the Authorized Dealer commits the breach of any of the terms or conditions of this Agreement.
 - b. If from any cause, the Authorized Dealer is prevented from performing their duties here under for a period of three months or for a total period of three months in any period of twelve calendar months.
 - c. If the Authorized Dealer is guilty of any conduct which in the opinion of the Company is prejudicial to the Company's interests.
15. Upon the termination/cancellation of this agreement?
16. Upon termination of this agreement from any cause, the Authorized Dealer shall promptly return to the Company or otherwise dispose of, as the Company may instruct, all samples, patterns, instruction books, technical pamphlets, catalogues, advertising material, POP material, signboard and other materials, documents and papers whatsoever sent to the Authorized Dealer and relating to the business of the Company The said material shall always remain the property of the company and the Authorized Dealer/Dealer shall hold the same as bailey till termination of this Agreement. Upon such termination, the Authorized Dealer shall forthwith make the payment of all outstanding dues to the Company as the statement of account forwarded to it by the Company failing which, the Company shall be entitled to encash the Bank Guarantee or take such legal action as it may deem fit

17. JURISDICTION

Any dispute pertaining to interpretation, application, fulfilment / breach of any condition of this agreement shall be subject to exclusive Bangalore, India jurisdiction only and Xboom Utilities Pvt. Ltd. shall have right to withhold all money till the final decision of the dispute by the Competent Court. Company has full rights to modify/add the agreement from time to time based on the business/legal requirement the additional of such amendments will be notify to the dealer within 15 days and the amendments are valid from the date of conclusion .