

ANNEXURE II
ORGANISOIL FERTILIZERS PRIVATE LIMITED-(OFL)
MARKETING OFFICE PUNE.

TERMS AND CONDITIONS

Organisoil Fertilizers Pvt Ltd. i.e. OFL shall appoint dealer on non-exclusive basis at designated Tahsil / Block in the district subject to the Following terms and conditions.

1. PERIOD

The appointment shall initially be on probation for a period of 15 months during which the material shall be supplied as per the terms & condition decided by the company from time to time. The dealership shall be regularized after the review of the performance of the dealer during the probation period.

2. PRODUCT

OFL shall ordinarily offer for sale of its own manufactured Avesh (PDM) fertilizer & subsequently other products which are in the process of under developments.

3. PACKING

The size, quantity, weight or volume contained in each packing of its products and the packing material used shall be as deemed appropriate by OFL.

4. QUANTITY

The quantity of Avesh Potash and other products that OFL shall accept for supply to the Dealer against his oral / written indent shall be subject to the availability of the products and OFL's sales Plan/programme. The Dealer shall have no claim against OFL for non acceptance of the whole or any part of the quantities Indented orally or in writing by the dealer for the supplies.

5. PRODUCT RELEASE

The dealer shall lift the monthly targeted quantities of OFL products allotted to him.

6. PRICES

OFL, shall have the right to fix and convey the prices of its products from time to time at which the dealer shall pay for the products purchased by the dealer. Price revision, taxes,

duties and levies made applicable by the Central or State Govt. or other local bodies shall be payable by the dealer effective from the dates such revisions are made applicable, whether communicated to the dealer separately by OFL or not. The taxes duties or levies are over and above the notified prices.

7. COMMISSION AND REBATES

OFL at its options shall fix, revise and notify from time to time the commission and rebates payable to the dealer on the sale of its products, if applicable.

8. DELIVERY

- a) The method and place of delivery shall be determined and communicated to the dealer by OFL from time to time.
- b) i) The title to and risk of loss of the products delivered to the dealer shall pass on to the dealer upon receipt the product and obtaining acknowledgement.

9. PAYMENT

- a) The dealer shall make necessary financial arrangement for the value of the products requested by him. The supplies shall be made as per the sales term, conveyed by the company from time to time.
- b) Products delivered to the dealer will be invoiced at the prices prevailing or applicable on the date of dispatch by OFL for such products.

10. SALES PROMOTION

The dealer shall promote the sale of Avesh Potash and other OFL products as mutually decided from time to time and by distribution and exhibition of the printed literature, posters and dealer signboards supplied to the dealer by OFL.

11. TRADE MARKS

- a) The dealer shall use OFL trade name and trade mark only to the extent required to identify, advertise and sell Avesh Potash & other products. The dealer shall not mix, blend, dilute or contaminate any bag of Avesh Potash & other products or use Avesh Potash & other products for any purpose not covered by this agreement. OFL shall have the right at all times to inspect the products in the possession of the dealer and also in the possession of the dealer branches/sub-dealers, if any, to ensure that all conditions and statutory obligations are duly complied with and to determine adherence to quality and trade mark authorizations.

- b) OFL shall make any change in its trade mark and trade name which are used on and for products, as it may consider necessary.

12. WARRANTY AND CLAIMS

- a) The dealer's claim for defective packaging/defective product/shortage of any product or for any other reason, shall be made in writing to OFL.
- b) OFL shall have the right and the dealer shall give the opportunity to make such inspection as it deems necessary to determine validity of such claim in order to settlement appropriately.
- c) No claim by either party for indirect, consequential or for remote damages shall be entertained.

13. GENERAL

- a) DEPOSIT

This appointment as a dealer is subject to the dealer making a security deposit of desired amount through RTGS/ NEFT to OFL. For this the EMD amount deposited by the dealer along with Dealership Application shall be converted into refundable Security Deposit for dealership on appointment as dealer. OFL shall, however, have the right to appropriate the deposit for any breach or failure on the part of the dealer without prejudice to other remedies available to it and when so appropriated, the dealer shall replenish the amount appropriated. On termination of the dealership, the deposit shall be refunded after adjustment of any final claim that OFL may have against the dealer along with interest as per company policy. The Security Deposit will not carry any interest and will be refunded on termination/resignation of the dealership and after company's property is being returned by dealer.

- b) The dealer shall comply with the rules, regulations and the procedures of the essential commodities Act 1955, the Fertilizer (Control) order 1957, the Fertilizer (Movement control) order 1973, packaged commodities (Regulation) Order 1975 and of any other law or Govt, regulations, now existing or enforced at any future date or any amendments make there from time to time. The dealer shall in particular comply with the provisions relating to licenses, license fee, storage facilities, records, submission of return and reports inspection by authorized officials, prices quality of agricultural inputs and packages and other directives/laws/regulations that maybe brought into force from time to time. The dealer must have GST registration as may be applicable in the state.
- c)
 - i) The dealer shall obtain a Certificate of Registration immediately after receiving Source Certificate on Form 'O' issued by OFL. In case, the Dealer is already a registered dealer of fertilizers, he will arrange to get OFL's name and product endorsed in Fertilizer Registration Certificate (FRC).
 - ii) In case there is any change in the constitution of the Dealer's firm/agency as declared in application form in terms of change in partners/Directors or in any other

way, the dealer shall notify to OFL in writing such changes within one month from the date of such changes. OFL reserves the right to approve or disapprove the change/s so made in constitution of the firm/agency, as the case may be, at its sole description.

- d) The dealer shall maintain proper account for all the products purchased and sold and duly report to OFL and Distt. Agriculture deptt. as per procedure.
- e) OFL representatives shall from time to time call on the dealer in order to keep OFL informed about the marketing conditions and evaluate the effectiveness of dealer's contribution to the overall marketing programs.

14. TERMINATION

Without prejudice to claim of any dues to either party, this appointment shall be terminated by either party on 30 days' notice in writing sent by Registered Post. Notwithstanding this provision, OFL shall be entitled to terminate the dealership without notice to the dealer, if any of the conditions contained herein are contravened by the Dealer or if any of the information furnished in the Dealership Application is found to be not true or if the Dealer is suspected of indulging in trade practices detrimental to the interest of NFL.

15. FORCE MAJEURE

Any default or failure of supply of product by OFL shall not give rise to any claim for damages against OFL, if and to the extent caused by force majeure or matters beyond the reasonable control of OFL including but not limited to causes of acts of GOD, act of Governmental Authority, strike or other concerned acts of workmen, riots, floods, explosions, breakdown of plant, extraordinary severe weather conditions, civil commotions etc.

16. ARBITRATION

Any or all disputes arising out of dealership and /or regarding the execution, implementation or interpretation of the terms of appointment or any provisions thereof shall be referred to be sole arbitrator to be appointed by Director of OFL in accordance with the provisions of the Indian Arbitration and Reconciliation Act 1996 or any statutory modifications or re-enactment thereof. Such Arbitration shall be held in the city of Pune.