

TERMS AND CONDITIONS

1. Appointment & Validity

This Distributor Agreement shall be effective from _____ and shall remain valid for a period of one (1) year from the date of execution. The Agreement may be renewed upon mutual written consent of both parties.

2. Territory

The Distributor is appointed for the assigned territory of:

The Distributor shall strictly operate within the assigned territory and shall not sell, supply, or promote the products outside the said territory without prior written approval from the Super Stockist.

3. Nature of Appointment

The Distributor shall purchase products from the Super Stockist and resell them to retailers, wholesalers, or other approved parties within the assigned territory. This appointment does not create any partnership, agency, or employment relationship between the parties.

4. Pricing & Margin

- Products will be supplied at ____% discount on MRP or as per the prevailing distributor price list issued by the Super Stockist from time to time.
- All prices are subject to change as per company policy without prior notice.
- GST or any other applicable taxes shall be charged extra as per government norms.
- The Distributor must ensure timely filing and updating of GST returns.

5. Minimum Purchase Commitment

The Distributor shall maintain a minimum monthly purchase commitment of Rs. 50,000 (Rupees Fifty Thousand Only) or such revised amount as may be mutually agreed in writing.

Failure to achieve the minimum purchase target may result in review, suspension, or cancellation of the distributorship at the sole discretion of the Super Stockist.

6. Payment Terms

- All supplies shall be made strictly on an advance payment basis unless otherwise agreed in writing.
- Payments must be cleared prior to dispatch of goods.
- Any delay in payment may result in suspension of further supplies and/or levy of interest as applicable.

7. Security Deposit

The Distributor shall provide a refundable security deposit of Rs. _____ .

The security deposit shall remain with the Super Stockist during the validity of this Agreement and shall be refunded after adjustment of any outstanding dues upon termination of the Agreement.

8. Stock & Expiry Management

- The Distributor must ensure proper and safe storage of goods to prevent damage or deterioration.
- Expiry stock must be informed in writing at least 60 days prior to the expiry date.
- No expired goods shall be accepted without prior written approval.

9. Accounts & Records

The Distributor shall:

- Maintain accurate sales, stock, and financial records.
- Provide statements and reports as required by the Super Stockist.
- Allow inspection of records and stock by authorized representatives when required.

10. Tax Responsibility

The Distributor shall be solely responsible for GST compliance, filing of returns, and payment of all applicable taxes as per law. Any default shall be the sole liability of the Distributor.

11. Damage & Loss

Once goods are delivered to the Distributor's godown, the Distributor shall be fully responsible for their custody. Any loss, theft, damage, or deterioration thereafter shall be borne by the Distributor.

12. Termination

This Agreement may be terminated:

- By either party by giving 30 days' written notice.
- Immediately in case of payment default, breach of terms, or misconduct.

Upon termination:

- All outstanding dues must be cleared within 30 days.
- No unsold stock shall be taken back unless mutually agreed in writing.

13. Non-Compete Clause

During the validity of this Agreement, the Distributor shall not deal in or promote directly competing tea brands without prior written consent from the Super Stockist.

14. Dispute Resolution

All disputes arising out of this Agreement shall be subject to the exclusive jurisdiction of the courts at ----- only.