

Super Stock Point Agreement

This agreement of consent is electronically executed here at Ludhiana on this ____ day of _____, 2021 by and between: Keva Kaipo Industries Pvt Ltd, a company dealing in Direct Selling business situated at Plot No. 18-19, Sahnewal Dehlon Road, Village Tibba, Ludhiana -141120 through its authorized person/signatory (hereinafter called to be the party of the 1st Part and in short "Company") And Company Name _____ Director _____ s/o _____, address _____ (hereinafter called to be the party of the Second party).

Whereas, the company deals in marketing and distribution of various types of goods and products through "Direct Selling" system under Brand Name "Keva" and "Kaipo". The company has undertaken a plan to expand its business throughout the country. The Company has considered it necessary to allot "Super Stock Points" throughout the country to strengthen its sale and distribution network. These Super Stock Points will be operated and managed by the Super Stock Point themselves at their cost and expenses. Second party has approached the Company and is interested to work as Super Stock Point with First Party to which Company has agreed. Second party will working with the Company, under the allotted Super Stockiest ID No. _____, to which the Company confirms and will belong to second party till they make endeavors to promote/enhance the business of the company by strictly following the company's guidelines, Policy and procedures. First party clarifies that this ID shall belong to second party till second party strictly abides by Keva Kaipo Industries Pvt Ltd Policy and Procedures. Below are the details of Super Stock Point requirement and benefits:-

Training and Education: Company will provide Regular Training and Education of Products and Panel.

Area Exclusivity: No specific region is designated to the Super Stock point, it can be established anywhere totally depending upon product's demand. However on maintaining regular monthly purchase of Rs. 10 Lac (Rupees 10 Lac only), 5 km radius area exclusivity will be allotted from/around the Super Stock Point's site. Please be noted this purchase condition is only for getting exclusivity right. Rest benefits for Super Stock Point will remain same.

Sales Generation: The business of Second Party will solely depend on its endeavors and along with the efforts Super Stock Point, Company will support only in terms of Sales Generation. The First Party will provide all the marketing related tools like catalogue, Leaflets, Posters, Pamphlets, Banners etc. in consultation with 'Super Stockiest' in the assigned territory.

Source of Income: All the Direct Sellers of the Company are at full liberty to inaugurate Super Stock Point after intimating the Company and in pursuance of the Keva Kaipo Industries Pvt Ltd Rules and Procedures.

4.5% Commission on purchase of Products.

Any change in commission will be informed time to time and may vary product wise.

Obligations of Second Party

1. The Second Party will have a warehouse to store the goods and all the relevant expenses on the safe Storage of the goods will be borne by the Second Party.
2. All sales shall be sent by the first party to Second party on 100% advance payment basis and account Shall be cleared bill to bill by the second party on Monthly basis by way of issuing invoices/account statement. .
3. That the books of accounts, records , vouchers and other related records register shall be true and correctly maintained by the Second Party and the same shall be made available in the Second Party office for the inspection at any time by the 'First Party' or their authorized agents.
4. That the Second Party will be responsible for the payment of GST to the concerned authorities for the sale made by him and any default or penalty to be paid in this regard shall be the sole liability of Second Party. Second Party would be responsible to procure Trade License as per applicable law and would be liable for any financial implication/penalty.
5. In case of damage or loss in transit, the company will give the "Credit Note " to the Second Party against a satisfactory Report.

Regarding Goods Supply & Delivery :

In case of any damage, defect or shortage, the company shall replace or supply the short goods if Stock Point will provide the POD (Proof of delivery) along with photographs at the same time of delivery signed by Courier/ Transport Company approving the condition of goods. After delivery of goods, only Stock Point shall be responsible for the condition of goods in his /her premises. Company shall not be responsible for any damages/theft or loss of stock in the Stock Point premises. Second Party is advised to take insurance of the premises to mitigate any losses on account of untoward events.

6. The Second Party shall sale the entire products before the expiry period. The Transportation cost shall be borne by the Company at door step. The Second Party will bear Godown Rent , loading & unloading, courier, Phone Fax charges and freight charges and all other incidental charges.

It will be the sole responsibility of the second party to deliver the products well before their expiry date so that Buyer can properly use the product. The Second Party shall not sale the products after the expiry date / period mentioned thereon. The company shall not be responsible for any damages for such sale and the second party shall alone be responsible for the consequences.

7. This agreement may be terminated by parties hereto giving one month prior notice to the other without assigning reason and on the expiry of the said period from receipt of the notice this agreement shall stand terminated.

In case second party does not comply with this term then company has absolute and vast right to hold the commission of the second party and may adjust the said amount towards the losses/damages suffered by the company.

8. When second party leaves the company or upon suspension, Company can transfer the ownership to anybody to which company deems fit to sustain the business and the second party shall have no right to oppose such a decision of the company.

9. Any support second Party requires in building his business shall be borne at his own end. This is solely his responsibility and Company will not be responsible in any way. In case if any distributor/consumer will not work or leaves second party then Company will not be responsible in that connection. The company will not be responsible for the management or governance of the second party's network of direct sellers.

10. Company has right to revoke the direct seller contract with the second party in case the Second Party is found guilty of violating the Term & conditions and policy & procedures of the company/doing anything against company's interest.

11. The company can hold the pay out or commission of the second party if found guilty or suspicious of violating the Terms & conditions and policy & procedures of the company/doing anything against company interest.

12. If any Direct Seller/consumer of Second party makes complaint against second party then Second Party shall be responsible to resolve & satisfy. First party will not be responsible in that regard. All the expenses in resolving the complaint shall be borne by Second Party.

The complaint of the direct seller/customer is regarding the product/service, it shall be addressed by the Company as per its Grievance Redressal Policy.

Second Party shall indemnify and hold harmless the Company and its Directors, officers, employees, agents, stockholders, affiliates, customers from and against all allegations, claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation attorneys' fees and costs) which arise out of, relate to or result from any act or omission of the Second Party.

Force Majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the Party claiming Force Majeure, including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage terrorism, vandalism, accident, restraint of government, governmental acts, injunctions, labour strikes, adverse climatic conditions, power outage, failure of performance by a third party (not due to any act or omission by either Party) or any other cause beyond the reasonable anticipation and control of either Party to this Agreement despite such Party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to a Party's failure to perform its obligations.

13. Second party shall work as per prevailing laws that guide the direct selling business in India, policy and procedures issued by the Company and other byelaws.

14. Company will not share any information at any stage if second party, ask regarding other Direct Seller. In any case no unjustified demands from the second party shall be considered pertaining to the data of Direct Sellers relating to Keva Direct sellers.

15. Second party shall be able to view all the information, access to which is given to the second party on the portal of the company and to which the second party can access by using ID/password. Also the Second party must keep his ID & password confidential

16. Second party shall be paid Commission basis upon business brought to the company in terms of sale given to the company. Company does not represent that person will achieve financial success without working or by relying solely on the efforts of other. Compensation is based upon sale of its products.

17. Closing shall take place on monthly basis.

18. Second party will be solely responsible for updation of correct bank details and profile details. Company will not be liable for delay in income transfer, transfer in wrong a/c due to wrong updation of bank details.

19. If Second party has any confusion or concern then second party shall bring the matter to the company directly to resolve. Second party shall not do any act/acts which are purported to malign image of “Company” and its products or its directors/officers.

It will be the responsibility of Second Party to ensure Company’s Branding is in place at all times.

20. Second party further promises/assures to the Company as follows:

The second party shall not use misleading, deceptive and unfair trade practice.

The second party shall also not use misleading, false, deceptive and or unfair recruiting practices, including misrepresentation of actual or potential sales or earnings and advantages of direct selling to any prospective direct seller, in their interaction with prospective direct sellers.

Second party shall not make any promise/assurance to any direct seller/prospective that cannot be verified or make any promise that cannot be fulfilled.

The second party shall not knowingly make, omit, engage or cause or permit to be made any representation relating to the direct selling operation, including Retail & Team Sales Incentive Plan and agreement between the company and the direct seller, or the products and or services being sold by such second party which is false and or misleading.

Second party shall not provide any literature and or training material not restricted to collateral issued by the company, to a prospective and or existing direct seller, which has not been approved by the Company.

21. This Agreement shall be governed by and must be construed in accordance with the laws of India.

22. The parties to this agreement agree to submit themselves to the exclusive jurisdiction of the Court of Ludhiana in the matter of any dispute arising between them.

The parties shall endeavor to settle any dispute or difference arising out of or in connection with this Agreement amicably as per the Grievance Redressal Policy. Where the grievance can't be resolved as per the policy, the parties agree to submit the matter for arbitration where the matter shall be addressed at Ludhiana and the award of the single Arbitrator shall be final and binding on all Parties. Subject to the above, courts at Ludhiana shall have exclusive jurisdiction in relation to any matter arising thereto.

23. Company reserves the sole right to adopt, amend, modify, supplement, or rescind any or all of the Super stock Point agreement terms, as necessary & at any point of time. Company shall intimate in prior to the Second Party.

This Super Stock Point Agreement along with its Terms & Conditions constitute an electronic record within the meaning of the applicable law. This electronic record is generated by a computer system and does not require any physical or digital signatures and is binding on the parties named herein above and Keva Kaipo Industries Pvt. Ltd.