

# **DETAILED TERMS & CONDITIONS**

**FOR**

**DEALERS**

**OF**

**KERAMOS TILE AND STONE PVT. LTD.(KTSPL)**

**W.E.F 1<sup>ST</sup> JANUARY 2015**

**1. Trade Mark:**

- The Dealer will have no right whatsoever on the “ Keramos” and “Keramos Tile & Stone Pvt. Ltd.” brand name, registered trademark, and logo during the course of the Association or at any time thereafter.

**2. Trade Deposit:**

- You will give a trade deposit of Rs.50,000/- ( Rupees Fifty Thousand only) that will be interest free.
- The trade deposit shall remain with our company till termination of Dealership
- In case of termination of dealership, irrespective whenever it happens, the trade deposit shall be settled after return of all proprietary materials such as name boards, display panels, carry panels etc.
- Dealer appointment will remain valid for one year and reviewed every year for continuation.

**3. Payment term:**

- For all orders, 50 % Payment to be made in advance along with order and balance before dispatch. The payment should be in favor of “**KERAMOS TILE & STONE PVT. LTD.**” payable at New Delhi.
- Material will not be dispatched without receipt of full payment from your side.

**4. Project Registration:**

- Project registration will be as per the company policy in force.

**5. Marketing Tools:**

- At the time of appointment, signboard, display Panels and/or Carry boards upto a maximum of 50 Nos will be supplied free of cost as per company policy in force (Transportation will be extra). These will always continue to remain the property of KTSPL
- It is recommended to set aside a separate room / area for the sole display of Keramos Tile and Stone Pvt. Ltd. products.
- It is recommended to keep a godown, with sufficient stock, near the showroom.

**6. Training Programme:**

- Training programme will be at Delhi. All costs to be borne by the Dealer.

**7. Rates :**

- The price to Dealer and list price will be as per the company price list in force.
- All rates quoted to you are ex-our works, Delhi and are subject to change without notice.
- Rates applicable at the time of delivery will be applicable.

8. KTSPL will sell the products to the Dealer at the prevailing Dealer price list. The Dealer will sell the products to the customers at a price not higher than the Keramos Price List, fixed by the KTSPL. The Dealer will bear the cost of CST, entry tax and all other taxes applicable, octroi, transportation, breakage, insurance, special packing and forwarding.

**9. Taxes :**

- If any, will be charged extra as applicable at the time of billing.

**10. Freight & Octroi:**

- We shall dispatch the goods as per your detailed instructions.
- Freight / octroi / toll tax / entry tax / any other local tax and unloading is extra as applicable.
- We will not be responsible for insurance of the material.

**11. Billing :**

- Billing will be done in your name at the address given by you.
- In case of, out of state billing, there will be involvement of Form 'C' or any other statutory form; the same will be collected at the end of each quarter of the financial year.
- No billing will be undertaken without the receipt of 'C' form or any other statutory form regulated by government from time to time.

12. As per the current marketing policy, all Dealers are allowed to sell through out INDIA.

13. The Dealer can display or sell any other product or brand other than that

of Keramos Tile & Stone Pvt. Ltd. and its associated concerns, provided the said products and brands are not in competition with KTSPL products.

14. Brochures, pamphlets and samples will be supplied by KTSPL, at cost.

15. Exports are NOT included in this appointment.

16. **Direct Billing:**

- There will be no direct billing except for project orders.

17. **Color Variation/Lot Variation :**

Most of KTSPL products are either handcrafted or fired ceramic or handprinted or made of natural stones. There will be significant color /texture variation within the lot and from lot to lot. This is not a defect and must be understood by the Dealer. Further, it is the responsibility of the Dealer to explain this feature to customers, before booking orders. KTSPL will not entertain any claims/refunds/replacements arising out of this.

18. **Delivery Period :**

“ All KERAMOS designs are custom-made and supplied only against confirmed orders. Delivery periods are minimum 6 weeks depending on the quantity and design. Further, transit time in India by road is minimum 1week”. Dealer must keep this mind before booking orders. KERAMOS will not entertain any claims/refunds/replacements arising out of the above.

19. **Stock:**

In view of S.No.17 and S.No18 explained above, KTSPL recommends that all Dealers keep a minimum stock of Rs. 1 lakh.

20. **‘STANDARD’ Products:**

A few KTSPL products are relatively standard with low color variation. These are marked as ‘STANDARD’ in the price list. These products could be displayed by the Dealer, without keeping stock. However, the delivery periods mentioned in S.No.18 above, will be applicable.

21. **Exchange / Goods return policy:**

- Goods sent to you as per your order will not be taken back or exchanged.

- Wrong supply of material will be Company's responsibility and will be exchanged with equally priced material, if informed within three days of receipt of material, Return of such material in good and saleable condition will be the responsibility of Dealer.

**22. Account Reconciliation and claims:**

- Account reconciliation will have to be invariably carried out by every quarter end.
- Claim should be forwarded with all relevant supporting documents for approval of the Head office within 10 working days.
- No claims shall be entertained once the financial quarter is over.

**23. Non-Exclusivity:**

- Company reserves the right to appoint more Franchisees/Dealers/Marketing Agents and /or establish company showrooms in your area depending upon the sales performance of the Dealer.

**24. Management Information System:**

- Dealers must have a computer (along with a color printer & CD ROM drive) in your office with e-mail facility.
- All communication to you for day-to day matters will be done via e-mail.
- Computer is also necessary to make e-presentations to clients / architects.
- All enquires/ correspondence / orders received for KERAMOS products will be forwarded by email, by the Dealer to KTSPL.

**25. Third Party Commitment:**

- You will not make any commitment to anyone on our behalf without prior written sanction.
- If you do so you shall be solely responsible for it and you will have to bear all ensuing costs.
- Company shall not be responsible for any adverse consequences arising thereof directly or indirectly.

- 26. Non- Disclosure:** The Dealer will not, except as authorized by the KTSPL, reveal or divulge to any person or entity any information concerning the product specifications, customers details or any other information concerning KTSPL. This restriction will continue to apply after termination of this Dealership.

**27. Tenure & Jurisdiction:**

- This appointment will be for period of one year, renewable thereafter.
- The courts of Delhi jurisdiction govern this appointment.

**28. Revisions**

Although KTSP will strive to adhere to these terms and conditions, it may change at any given time in future depending upon the market scenario and business forces, beyond out control. All changes shall be intimated to you well in advance and shall form part of the terms and conditions.