

# **AUTHORISED DISTRIBUTOR CERTIFICATE**

*This is to certify that M/s SS Glass Industries located at  
Ground Floor, Plot No182, KH.NO 143, 100 foot A Road,  
Kanjhawla Ind, Area, New Delhi.*

*Delhi-110081*

*Is Authorised Distributor of M/s Autoingress India Pvt Ltd*

*For the region of Delhi NCR*

For Auto Ingress India Pvt. Ltd



Authorised Signatory

Date: 24 July 2024

Valid Until: 31<sup>st</sup> March 2025

Place: Chennai

[Doc. Ref./Sl. CD/215]

## ANNEXURE TO DISTRIBUTOR AGREEMENT

### Article 1: Discount (Trade Margin)

The DISTRIBUTOR is eligible for a manufacturer discount factor. The MRSP price list along with discount factor and commercial policy is enclosed. The DISTRIBUTOR shall not sell any of the Company's products above recommended price. This MRSP price however is excluding Taxes and other levies such as transport and other statutory levies. The discount factor mentioned against the products shall be the trade margin.

### Article 2: Territory

The DISTRIBUTOR is hereby authorized to work on project requirements in cities where they have direct representation with branch office/showroom. The Company holds rights to appoint additional dealers in such territories. These dealers will be routed through the DISTRIBUTOR and the same shall be reviewed after 3 months.

### Article 3: Product Divisions

The DISTRIBUTOR is authorized to deal with the complete range of product solutions offered by the Company which includes the following:

- Automatic door system (sliding and swing models)
- Automatic Gate systems (sliding and swing models)
- Automatic window systems (sliding and swing models)
- Special applications such as curved / folding / revolving door systems etc.
- EC series for architectural glass hardware.



## DISTRIBUTOR – AGREEMENT

This **DISTRIBUTOR AGREEMENT** is made by and between **M/s M/s SS Glass Industries** (Hereinafter referred to as "**DISTRIBUTOR**"), and **M/s Autoingress India Pvt Ltd**, and having its registered office at B-4/32, SIDCO Industrial Estate Maraimalai Nagar, and Chennai 603209 (hereinafter referred to as "**COMPANY**")

Whereas, the Company has exclusive right to distribute within **India** all products manufactured by M/s Auto Ingress India Private Limited and whereas, the **DISTRIBUTOR** agrees to stock and distribute the products manufactured by the Company in the said territory. ( **Delhi NCR**).

The Company hereby appoints the **DISTRIBUTOR** to stock the required quantities as agreed between both the parties and to distribute the products to Distributors and Dealers within the Territory.

Now, therefore, it is hereby agreed between the parties as follows:

### 1. INVESTMENT

This agreement comes into effect only when the **DISTRIBUTOR** has made an initial investment of Rs.5Lakh towards stocks. For Further billing period, refer point 6 of agreement.

### 2. TRADE MARGIN

The discount factor of the **DISTRIBUTOR** as specified in **Article 1** in this Agreement hereinafter will be called "**Trade Margin**".

### 3. TERRITORY

The Territory specified in **Article 2** in this Agreement hereinafter will be called "**the Territory**".

### 4. PRODUCTS

The products specified in **Article 3** are covered under this Agreement hereinafter called "**the products**" and any other products as may be agreed with **DISTRIBUTOR** from time to time.



#### 5. SHIPMENT

We shall arrange for Freight [Paid Basis] when you place order for materials [Door operator & Hardware] amounting to bill value of Rs 4 Lakhs or greater. Also, we shall accept for Freight [Paid Basis] if order is placed for only hardware and bill value amounting to Rs 2.5 Lakhs

#### 6. DEALER BILLING AND MARKET CREDIT

The DISTRIBUTOR will prepare invoices as per the prices and payment terms as approved by the Company to various dealers.

#### 7. MINIMUM MONTHLY PURCHASE

The DISTRIBUTOR shall purchase Automatic Operators every month which is at least equal to the secondary sales quantities during that month.

#### 8. STOCK STATEMENT REPORTS

The DISTRIBUTOR shall report the sales and stock statement in the prescribed format required by the Company at the end of every month including copies of invoices.

#### 9. PRICE OF PRODUCTS

The prices of the products shall be determined in accordance with the price lists that will be issued from time to time by the principal – M/s Auto Ingress India Pvt. Ltd. The Company shall ensure that the valid pending paid orders logged with the Company shall be honored at original list prices. The Company has the absolute right to change the prices in the market. During such price change, the Company will be eligible for the agreed margins and insulated from the change.

#### 10. Payment Terms

Initial payment for stock orders shall be based on 100% advance payment. Over a period of time, based on the payment, consistent sales and business/dealer development performance, the company shall consider credit facility



## 11. WARRANTY

Whereas the COMPANY offers a standard warranty of one year from date of supply for any manufacturing defects of its parts, the authorised DISTRIBUTOR or their authorised service partner shall be responsible for Labour/Service Warranty for 1 year from date of installation and shall offer 24 x 7 technical and service support to the end user. All service calls shall be responded within 24 hours of call from end user.

## 12. SERVICE

Service shall be provided by the authorized installer appointed by the DISTRIBUTOR in their respective territories and shall provide 24 x 7 service support to end customers through their authorised installer. The COMPANY or its principal is liable only for supply of parts against any manufacturing defects with adequate proof (eligible for within warranty period).

## 13. SALES AND MARKETING SUPPORT

The COMPANY shall provide necessary sales and marketing support in order to sell the products to dealers. The employees of the COMPANY will not be responsible for collections of outstanding/overdue accounts and the COMPANY staffs are not permitted to handle cash.

## 14. MARKETING AND ADVERTISEMENT

The DISTRIBUTOR shall promote the sales of the products and devote its best efforts towards achieving the target as set forth in the Territory. The COMPANY shall provide adequate technical and promotional materials to DISTRIBUTOR. The COMPANY will also take the support of DISTRIBUTOR on local Marketing & Advertisement activities to promote the brand.

## 15. INTELLECTUAL PROPRIETARY RIGHTS

The DISTRIBUTOR acknowledges that all the trademarks, copyrights, patents and other intellectual proprietary rights including production methods unpatented, used or embodied in or in connection with the Products remain to be sole properties of the Principal – M/s Auto Ingress India Pvt. Ltd. The DISTRIBUTOR shall take immediate steps to inform COMPANY of any violations of such rights by any party or parties within the Territory, and shall take necessary measures as may be agreed in consultation with COMPANY from time to time to protect the rights of the Principal's brand.



## 16. DURATION

This Agreement shall come into effect from the date of signing this agreement and shall remain in full force until **31<sup>st</sup> March 2025**. Every year thereafter, It shall be renewed with mutual agreement for similar periods unless termination notice is served by either party.

## 17. TERMINATION

Neither party shall terminate this Agreement unless a written notice of 30 days is served on the other party of its intention to terminate giving reasons for such termination. If the reasons mentioned cannot be satisfactorily resolved, the parties shall terminate and all accounts between the parties hereto shall be settled amicably. Neither party shall claim any compensation or damages whatsoever for termination of this Agreement for whatever reasons. If the agreement is terminated by the COMPANY, then the balance stock available with the DISTRIBUTOR will either be taken back by the COMPANY or transferred to another DISTRIBUTOR or DEALER as per price defined by the Company.

## 18. SERVICE OF NOTICE

Any notice shall be served on the parties by registered post / official courier at the address mentioned in this Agreement, unless the Parties have been informed in writing of change in address.

## 19. FORCE MAJEURE

The COMPANY and the DISTRIBUTOR shall not be liable for non-observance or non-performance of any of the covenants or agreements herein entered into resulting from or caused by any acts of God, strikes, lock-outs of workmen, riot or civil commotion, legislation of government, war, or any catastrophe such as fire, earthquake or floods, being events beyond the control of either Party.

## 20. AMENDMENTS

Any amendments to this Agreement shall be evidenced in writing duly signed between the parties hereto.



A handwritten signature in black ink.

**21. ARBITRATION**

Any disputes or differences between the Parties hereto or in respect of this agreement or interpretation thereof, or any other matter pertaining to this Agreement shall be resolved amicably. In the event the difference or dispute cannot be resolved amicably, the matter shall be referred to be finally settled by arbitration by a Single Arbitrator chosen from the sitting committee members agreed upon mutually by both the Parties. If the Parties are unable to agree to the appointment of the Single arbitrator within 30 days of either party giving notice of reference to arbitration, each Party shall appoint an arbitrator. The venue for the arbitration shall be in Chennai. The award of the Single Arbitrator shall be final and binding on the Parties hereto.

Signed this day: 24/07/2024



For DISTRIBUTOR