

2015

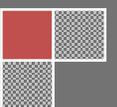
Distributor Agreement

Nature's World: Owner of Luxox and Furnish My Home

This document is the agreement between Nature's World and its appointed non exclusive Distributor



Nature's World
1/15/2015



Dealer/Distributor Agreement Form

I. Basic Information: -

1. Name of the Dealer/Distributor
(Mr./ Mrs./ Ms.)

2. Permanent Address: -

Town: _____ City: _____ State: _____
Phone No _____ Mobile No. _____ Fax No. _____

II. Constitution of Dealer/Distributor

3. Proprietorship/ partnership/ private:

Limited Co/Public Limited Co/Others
(Please specify)

4. Details of Proprietors/Partners/Directors:

Name	Address& Telephone No	Residence Address& telephone No	Qualification

III. Manpower

5. Administrative Staff: _____ Numbers: _____

6. Sales Staff: _____

Name	Designation	No. of Years	Total Experience	Qualification	Salary

IV. Business Associations(s):

07. Any of Your Sister Concerns/ Group Cos?

Yes/No

08. If Yes Please Mention Details:

Name	Address & Phone Nos.	Nature Of Business	Product	Since (Year)	Approx. Turnover (In Lakhs)

V. Infrastructure

9. Location of the office: Main Market/Secondary market/Outside Main Township

Location Details:

Tel Nos. _____ Fax Nos. _____

10. Whether godown lies outside Octroi Zone? Yes No

11. CST No _____ Date _____

VI. Territory (Non-Exclusive)

12. Name of Town/ Districts for which Dealership/Distributorship is applied

VII. Investment

13. How much investment are you prepared to make for our products?

- 1) Security Deposit (Refundable/Non-Interest bearing) Rs. 2,00,000
- 2) Initial Furniture Requirement Rs. _____
- 3) Monthly Furniture Requirement Rs. _____

VIII. Declaration

I/We, state that all information as mentioned in this Application Form is true & correct to the best of my/our knowledge and information and I/We shall abide by and maintain the declarations made herein.

Dealership/Distributorship Agreement

The agreement is made on this day _____ between Nature's World, (hereinafter referred to as "Company"), having its registered office at New Delhi, India. Which shall unless repugnant to the context or meaning thereof includes its legal heirs, Administrators, Representatives, and Successors in interests and assigns) of the ONE PART

AND

The Authorized Dealer/Distributor represented by Mr./Ms. _____ having its Registered Office/Showroom at _____ of the OTHER PART (hereinafter referred as "The Authorized Dealer/Distributor which expression shall unless repugnant to the context or meaning thereof and their legal heirs, Administrators, Representatives, and Successors in interests and assigns) of the OTHER PART.

WHEREAS THE COMPANY is currently engaged in the manufacture and sourcing of Outdoor Furniture and Indoor Furniture (hereinafter collectively referred as "Goods")

WHEREAS the Dealer/Distributor is desirous of undertaking the business of marketing of the goods and providing service to the customers of the Company and has therefore made application dated _____ to the Company and

WHEREAS The Company is desirous of appointing a Dealer/Distributor for marketing of all Goods and provide service to the customers of the Company.

AS THE COMPANY has accepted the offer of the Dealer/Distributor to utilize its services for selling, forwarding, storing and distributing the goods in the Territory as detailed in Clause 10 of the Application Form.

WHEREAS now THE COMPANY and the Dealer/Distributor have mutually agreed to bind themselves to following terms and conditions:

ARTICLE I
APPOINTMENT OF DISTRIBUTORSHIP

1. Distribution Right. The Company hereby appoints and grants Distributor the non-exclusive and non-assignable right to sell the goods of the Company ("Goods") listed in the current "Price List" (Exhibit "A" to be sent separately). The distribution right shall be limited to customers who have places of business in, and will initially use the Company's products in the geographic area of —. The Company reserves the right to advertise and sell its products including the Goods through its website (currently) at www.furnishmyhome.in and www.luxox.in to customers in the Territory. The Company reserves the right to add more websites later.

2. Prices. All prices stated are ex-factory the Company's factory located in Karawal Nagar, Delhi, India. Prices do not include transportation costs which shall be borne by Distributor. Prices do not include federal, state or local taxes applicable to the products sold under this Agreement. In case of Distributor located outside India, there may be additional charges such as packaging charges, freight charges, insurance charges, customs clearance fees, import duties, warehouse storage fees etc which will be borne by the Distributor. An amount equal to the appropriate taxes as applicable by law of the country will be added to the invoice by the Company where the Company has the legal obligation to pay such taxes. The Company reserves the right to change the prices at close of every three months of Calendar year.

3. Terms. Terms are net cash transfer before dispatch of goods, except where satisfactory credit is established in which case terms are net thirty (30) days from date of delivery. The Company reserves the right to revoke any credit extended at the Company's sole discretion. Distributor agrees to pay such invoices when due regardless of other scheduled deliveries. Invoices not paid within thirty (30) days of the invoice date will have one and onehalf percent (1-1/2%) per month finance charge assessed against the unpaid balance from the date of invoice until the date of payment.

4. Cash Security. The Distributor shall furnish a cash security of INR 2,00,000 with the Company paid in the name of "Nature's World" which shall be non-interest bearing and totally refundable if the Distributor and the Company agree to part ways in future within 60 days of termination of agreement.

ARTICLE II
MARKETING AND SUPPORT

1. Sales. Distributor shall use its best efforts to promote the sale and distribution of the Goods and to provide adequate support, which efforts shall include the following:

(a) Establishing and maintaining appropriate, attractive and accessible premises and facilities for the display and demonstration of Goods;

(b) Provide an adequate, trained sales and technical staff to promote the sale and support of the Goods;

(c) Undertake promotional campaigns and canvas prospective users to stimulate the sales of Goods

(d) Provide Company with forecasts every month of its probability requirements for the next two months for Goods, such forecasts to be in such manner and on forms to be specified by Company and agreed to by Distributor

2. Distributor will resell all Product purchased hereunder in compliance with all applicable laws in the Territory and only in the packaging supplied or approved by Company. Distributor is responsible for marketing and promotional activities in the Territory and for compliance with all applicable laws and regulations, including, without limitation, laws and regulations regarding health and safety, nutritional medicinal products, marketing practices, etc. Distributor represents and warrants that it has obtained all permits, licences, registrations and other approvals required by every national, local or municipal government or agency, in respect of the performance of Distributor's obligations under this Agreement.

3. Distributor shall use its best efforts, at its own expense, to market, promote and sell the Product in the Territory and shall use the same channels and methods and exercise the same diligence, including making regular and sufficient contact with present and prospective customers of Product in the Territory, which Distributor uses in marketing its other non-competing products. All advertising by Distributor in any medium shall be conducted in a dignified manner that will reflect favourably upon the goodwill and reputation of the Company, and shall conform to the highest standards and shall display the Trade-marks only in a manner approved by the Company. Distributor shall forward to the Company, the copies or samples of all advertisements and promotions for its approval and Distributor agrees to withdraw any advertisements or promotions which are considered unsuitable by the Company. Distributor further acknowledges that all advertising and promotional materials relating to the Product or bearing the Trade-marks shall remain the property of the Company who shall retain the sole and exclusive Companyship of all copyright therein. The Company has the right to undertake promotional campaigns using Distributors name and canvas prospective users to stimulate the sales of Goods

ARTICLE III
DELIVERY

1. Purchase Orders. Distributor shall order Goods by written notice to Company. Each order shall specify the number of units to be shipped, the type of units to be shipped (as identified by Company model name/number designations indicated in the Price List) including all optional features and the desired method of shipment. Company shall indicate its acceptance of such release by returning a signed copy to Distributor. Company agrees to ship units to Distributor as close as possible to the delivery schedule set forth in each order as accepted by Company, unless Company otherwise indicates in writing.

2. Shipment. All shipments of Goods shall be made ex-factory or to the nearest port (if Distributor agrees to pay actual charges for FOB). Company's liability for loss or damage in transit, or thereafter, shall pass to Distributor upon Company's delivery of Goods to a common carrier for shipment. Shipping dates are approximate and are based, to a great extent, on prompt receipt by Company of all necessary ordering information from Distributor. Distributor shall bear all costs of transportation and insurance and will promptly reimburse Company if Company prepays or otherwise pays for such expenses. Company shall not be in default by reason of any failure in its performance under this Agreement if such failure results from, whether directly or indirectly, fire, explosion, strike, freight embargo, Act of God or of the public enemy, war, civil disturbance, act of any government, de jure or de facto, or agency or official thereof, material or labor shortage, transportation contingencies, unusually severe weather, default of any other manufacturer or a supplier or subcontractor, quarantine, restriction, epidemic, or catastrophe, lack of timely instructions or essential information from Distributor, or otherwise arisen out of causes beyond the control of the Company. Nor shall the Company at any time be liable for any incidental, special or consequential damages.

3. Cancellation. Distributor may, at any time prior to the scheduled date of shipment, cancel any or all Goods on order upon giving timely written notice and upon payment of the following cancellation charges for each unit cancelled. The cancellation charges, intended as liquidated damages and not penalties, are as follows:

Number of Days Prior to Scheduled Date of Shipment that Notice of Cancellation is Received by Company:	Cancellation Charges Expressed as a Percentage of Purchase Price:
0-7 days	0 %
8-15 days	5 %
16-30 days	10 %
31 days or more	20%

ARTICLE IV
WARRANTY

1. The Company guarantees that the quality of Product supplied under this Agreement shall meet, at the time of delivery to Distributor, which for greater certainty is the time when Product is picked up by Distributor, its agent or transport carrier at Company's factory is the same quality and standards as Product sold to Company's customers across India. The Distributor's agent has the right to raise any discrepancies, if any, at the time of pick up. Thereafter, Distributor shall be responsible for any diminishment in the quality of the Product in its possession, whether caused by improper transport or storage of such Product or for any other reason whatsoever.

2. Distributor shall, promptly following receipt of the Product, examine Product and satisfy itself that it meets its requirements. To be valid, any claim in respect to short-shipment or for defective Product must be made in writing by Distributor to Company within seven (7) days ("Investigation Period") of the date such Product arrived at Distributor's warehouse, and such short-shipment or defect must not have been caused while the Product was in transport from Company's warehouse to Distributor's warehouse or while in storage by or on behalf of Distributor. If Distributor has not notified Company that it has rejected any Product as defective by the end of the Investigation Period, then it shall be deemed to have accepted the Product ("Accepted Product"). If Company agrees with Distributor that any rejected Product is defective, Company will replace such defective Product with replacement Product free of defect and this replacement Product shall constitute the sole and exclusive liability of Company in respect to defective Product.

3. The Company may make modifications to Product at any time or discontinue the sale of, or limit its production of, any Product without thereby incurring any liability whatsoever to Distributor with respect to any order placed by Distributor. The Company will endeavour to give Distributor sixty (60) days' prior notice in the event of any such discontinuance.

4. Misuse of Goods. Any tampering, misuse or negligence in handling or use of Goods renders the warranty void. Further, the warranty is void if, at any time, Distributor attempts to make any internal changes to any of the components of the Goods.

ARTICLE V
PACKAGING AND WAREHOUSING RESPONSIBILITIES

1. Distributor shall provide the Company with all necessary information pertaining to packaging and packaging labelling with respect to the local requirements in each jurisdiction within the Territory.
2. Distributor will use its best efforts to ensure that warehousing and transportation to and within the Territory are effected in such a manner so as not to have a negative effect on the quality of the Product.
3. Without limiting the generality of the foregoing, Distributor undertakes to perform, at its sole expense, the following services and activities in connection with and for the benefit of maintaining Product:
 - a. Suitable warehousing with appropriate climate control as per Company requirements as they may be revised by Company, in its sole discretion, from time to time; and stacking the Product so as not to exceed Company's prescribed standards with respect thereto.
4. Distributor shall assume full responsibility for and shall indemnify and save Company harmless from any damage, claim, liability, loss or expense (including any legal costs) which Company may suffer or incur by reason of Distributor's packaging, stocking, warehousing, storage, use, sale and/or distribution of the Product.

ARTICLE VI
PRODUCT REGISTRATION

1. It is acknowledged by both parties hereto that the import and distribution of Product in the Territory may be dependent upon prior registration of such Product with the appropriate local government authority in the Territory. Distributor shall investigate and so advise Company in this regard and, should Product registration or other market authorization be required to import and sell Product in the Territory, Distributor acknowledges and agrees that it shall be responsible for securing the registration of the Product or other market authorization, as the case may be, for, and on behalf of, and in the name of, Company.
2. In furtherance of the foregoing, Distributor agrees to use its best efforts to arrange for and complete the registration of the Product in Company's name in a timely manner, which in any event must occur within one hundred and eighty (180) days of the Effective Date of this Agreement, or within one hundred and eighty (180) days of the effective date of any amendment to the list of Product, in the case of additional finished goods products being added thereto, and Distributor shall pay all costs relating to such registration of Product, in accordance with all applicable laws, rules and regulations of the Territory and shall indemnify and save harmless Company in respect to the same.

3. Distributor shall keep Company informed in writing of the progress of any required application for registration, and any proposed submissions relating to such Product registration must be forwarded to Company for its approval prior to being submitted to the appropriate government authority. Thereafter, upon registration of the Product, Distributor will inform Company and provide copies and official government receipts in respect thereto. Upon receiving the official registration documents and the receipts evidencing payment in full for such registration by Distributor, in Company's name, Company will reimburse Distributor for the cost of such Product registration. Distributor agrees that it will be responsible for the cost of any Product registration that is submitted without the prior approval of the Company.

4. The Company shall retain title to all Product registrations and Trade-marks.

5. To the extent that Product registration has been effected in the name of Distributor, Distributor will co-operate fully in the transfer of such registrations to the Company or any Person designated by the Company.

ARTICLE VII
TRADE - MARKS

1. The Product will be marketed and sold by Distributor solely under the Trade-marks. Distributor will not alter, obscure, remove, cancel or otherwise interfere with any markings (including without limitation any Trade-marks, logos, trade names or trading style of Company) and other indications of origin, which may be placed on Product. Distributor acknowledges that Company is the exclusive Company of the Trade-marks and Distributor has no right, title or interest whatsoever in the Trade-marks and any goodwill association therewith and that all goodwill associated with the Trade-marks is owned by and shall enure exclusively to and for the benefit of Company. Furthermore, Distributor agrees not to represent in any manner that it has acquired any Companyship rights in the Trade-marks. Any goodwill enjoyed by Distributor from use of the Trade-marks shall vest in and become the absolute property of Company and Distributor undertakes and agrees, at the request and expense of Company, whether before or after termination of this Agreement, to execute all such instruments and to do all such acts and things as may be necessary and desirable to vest absolutely in Company all such Trade-marks and the goodwill therein. Distributor shall, during the Term of this Agreement and subject to due compliance with the provisions of this Article VII, have the right to use and display Company's Trade-Marks and copyrighted material in the Territory solely in connection with the marketing, sale, distribution and support of the Product in such Territory in accordance with the terms of this Agreement and, except as may be otherwise permitted in writing by Company, for no other purpose whatsoever. It is the responsibility of Distributor to ensure that the packaging materials for Product are in conformity with all applicable legislation in the Territory. In connection with the foregoing, Distributor covenants and agrees as follows:

(a) to market, distribute and support the Product only under the Trade-marks, and not under any other trade-mark or logo of any other Person;

(b) to conduct business in a manner that reflects favourably at all times on the Product and reputation of Company in order to develop, promote and maintain same with customers and to protect and preserve the goodwill and image of Company and the Product;

(d) not to use or permit any entity controlled by it or affiliated with it to use the Trade-marks or any other trade-marks or trade names or trade dress of Company or any trade-marks, trade dress, words, names, symbols, or designs which could reasonably be expected to be considered confusingly similar thereto, as part of its corporate or trading name or style, or on any of its products;

(e) not to infringe Company's rights in and to any of the Trade-marks and not to dispute, contest, attack or impair the validity or Companyship of the Trade-marks or do any act which tends to impair the validity of the Trade-marks or the title of Company to any Trade-marks, trade names, copyrights and registrations used in connection with the Product, nor to effect any applications or registrations thereof without the express written consent of Company, and not to take any action to the detriment of Company's interest therein or which would or could dilute the value of the goodwill attaching to the Trade-marks;

2. Distributor shall provide prompt notice to Company of any claims, allegations, actions and demands that the marketing and/or distribution of the Product infringes or may infringe the intellectual property rights of any other Person and once such notice has been duly given, Company shall have full carriage of any resulting action and Distributor shall extend its full co-operation to Company in the defence by Company of any such claim, action or demand.

3. Distributor shall immediately report to Company any actual or potential infringements of the Trade-marks or any matter which may give rise to any infringement of the Trade-marks, or any imitation of Product of which Distributor is or may become aware, and Distributor shall co-operate with Company in protecting such Trade-marks and Product from any such infringement. Distributor shall not initiate any protective action with respect to the Trade-marks or Product without prior written authorization of Company.
4. Upon termination of this Agreement for any reason whatsoever, Distributor shall discontinue forthwith all use of Company's Trade-marks and trade names, and Distributor shall return to Company all price lists, catalogues, sales literature, advertising literature and all other materials relating to the Product or Confidential Information in Distributor's possession or over which it has control.
5. Distributor agrees that the provisions of this Article VII are reasonable having regard to the necessity of Company to protect its Companyship rights in the Trade-marks and that any breach of the terms contained in this Article VII shall be deemed a material breach of this Agreement and in addition to any other remedies which may be available to it, Company shall be entitled to enforce its rights hereunder by specific performance or other injunctive or equitable relief so as to protect all its rights in and to its Trade-marks.

ARTICLE VIII

LIMITATION OF LIABILITY AND INDEMNITIES

1. Except as expressly provided in this Agreement, there are no representations or warranties, express or implied, statutory or otherwise, relating to the Product, including, without limitation, any implied warranty of merchantability or fitness for any particular purpose. The parties hereby expressly exclude the application of the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Law on the Sale of Goods and the Uniform Law on the Formation of Contracts for the International Sale of Goods. Distributor assumes all risk and liability for any loss, damage or injury resulting from the sale and use of the Product, either alone or in combination with other products.
2. Distributor hereby agrees to defend, indemnify and hold harmless Company against any liability, losses, damages or costs (including any legal costs) incurred or suffered by Company as a result of any breach, negligent act or omission or wilful default on the part of Distributor, or its Representatives arising either directly or indirectly from the performance (or non-performance) by Distributor or any of its Representatives of any obligations under this Agreement.
3. The Company shall not be liable to the Distributor for any special, indirect, consequential, punitive or exemplary damages, including for greater certainty any damages on account of the loss of prospective profits on anticipated sales or on account of expenditures, investments, leases or commitments in connection with the business.
4. Notwithstanding anything to the contrary herein, if Company notifies Distributor that any of the Product needs to be recalled or otherwise withdrawn from the market, and Distributor refuses or

otherwise fails to do so in a timely fashion, Distributor agrees to indemnify Company, its affiliates, and their respective officers, directors, employees, agents and shareholders, from and against any and all liability, losses, damages or costs, including legal costs, incurred or suffered by Company as a result of any such failure or refusal.

ARTICLE IX

FORCE MAJEURE

No failure or omission by Company or Distributor in the performance of any obligation under this Agreement shall be deemed a breach of this Agreement or create any liability if the same arises on account of force majeure, which term shall include any event or cause beyond the control of Company or Distributor, as the case may be, including but not restricted to acts of God, acts or omissions of any government, or agency thereof, rebellion, insurrection, riot, sabotage, invasion, quarantine, restrictions, strike, lock out and transportation embargoes, provided that the party relying on this Section shall forthwith after any such event give written notice to the other party of its inability to perform such obligation and the reasons therefore. If force majeure continues for a period of more than three (3) months, without the parties hereto being able to develop an alternative satisfactory arrangement, then either party has the option of immediately terminating this Agreement.

ARTICLE X

DURATION OF AGREEMENT

1. Term. The term of this Agreement shall be for 12 months from the date hereof, unless sooner terminated. Termination shall not relieve either party of obligations incurred prior thereto.

2. Termination. This Agreement may be terminated only:

(a) By either party for substantial breach of any material provision of this Agreement by the other, provided due notice has been given to the other of the alleged breach and such other party has not cured the breach within [e.g., thirty (30) days] thereof; or

(b) By the Company if: there is an unacceptable change in the control or management of the Distributor; if the Distributor ceases to function as a going concern or makes an assignment for the benefit of creditors; if a petition in bankruptcy is filed by or against the Distributor, resulting in an adjudication of bankruptcy; or, if the Distributor fails to pay its debts as they become due and provided due notice has been given by the Company to the Distributor and the Distributor has not cured such breach within thirty (30) days thereof;

(c) By Company or Distributor at the end of the 15 months of this Agreement and having given to Distributor ninety (90) days advanced written notice of its intention to so terminate;

(d) Upon termination of this Agreement all further rights and obligations of the parties shall cease, except that Distributor shall not be relieved of (i) its obligation to pay any monies due, or to

become due, as of or after the date of termination, and (ii) any other obligation set forth in this Agreement which is to take effect after the date of termination

ARTICLE XI

GENERAL PROVISIONS

1. Relationship of Parties. The relationship between the parties established by this Agreement shall be solely that of vendor and vendee and all rights and powers not expressly granted to the Distributor are expressly reserved to the Company. The Distributor shall have no right, power or authority in any way to bind the Company to the fulfilment of any condition not herein contained, or to any contract or obligation, expressed or implied.

2. Independence of Parties. Nothing contained in this Agreement shall be construed to make the Distributor the agent for the Company for any purpose, and neither party hereto shall have any right whatsoever to incur any liabilities or obligations on behalf or binding upon the other party. The Distributor specifically agrees that it shall have no power or authority to represent the Company in any manner; that it will solicit orders for products as an independent contractor in accordance with the terms of this Agreement; and that it will not at any time represent the Company in any manner; that it will solicit orders for products as an independent contractor in accordance with the terms of this Agreement; and that it will not at any time represent orally or in writing to any person or corporation or other business entity that it has any right, power or authority not expressly granted by this Agreement.

3. Indemnity. The Distributor agrees to hold the Company free and harmless from any and all claims, damages, and expenses of every kind or nature whatsoever (a) arising from acts of the Distributor; (b) as a direct or indirect consequence of termination of this Agreement in accordance with its terms; or (c) arising from acts of third parties in relation to products sold to the Distributor under this Agreement, including, but not limited to execution of liens and security interests by third parties with respect to any such products.

4. Assignment. This Agreement constitutes a personal contract and Distributor shall not transfer or assign same or any part thereof without the advance written consent of Company.

5. Applicable Law. This Agreement shall be governed by the laws of India. The venue of any such Arbitration shall be at New Delhi and the Courts at New Delhi shall have the exclusive jurisdiction to deal with the arbitration proceedings and the awards in accordance with law.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the date and year indicated above.

COMPANY

Company's stamp (with address)

By: _____

(Authorized Officer)

WITNESS (Name, Address, Signatures)

DISTRIBUTOR

Distributor's stamp (with address)

By: _____

(Authorized Officer)

WITNESS (Name, Address, Signatures)

EXHIBIT A

(To be sent separately in an excel/PDF)