SDW/ C/99/25-26

M/s xyz

Dear Sir.

Re: Agreement for Super Stockiest of xyz city

We are pleased to appoint you as one of our super stockiest for our products waterproofing, heat proofing , construction chemicals , Paints & Cleaning Products on the following terms and conditions:

- 1. Area of operation: xyz city
- **2. Products:** Marketing of waterproofing, heat proofing, construction chemicals & paints manufactured by **Sadee World Pvt. Ltd.. Indore.**
- **3. Commencement :** This agreement is effective from 01.09.2025
- **4. Stock :** You Shall maintain stock of products equivalent to sale of 30 days. It is understood that the company will not maintain any stock for you and there will be normal lead time for delivery for the orders placed by you.

Date: 19.09.2025

Orders are subject to availability of raw material and all force majeure clauses

We reserve the right not to execute any order without assigning any reason. You shall not be entitled to commission claim or whatsoever nature for the aforesaid non- execution.

We shall be responsible for shortage/damages of 1st delivery of material in transit any Company will not be responsible for any damage at your godown / or during secondary delivery to your dealers / distributors. For this, you must get insured for the stock in your possession and in transit from your end. Sold goods will not be taken back.

- **5 Price**: MRP of all products are fixed inclusive of all expenses and taxes as per the print on all packing's, as per the package act. We shall supply our goods to you at agreed rate after discount, payment against invoice should be in full without any deduction except deduction against credit notes which are already issued by the company in your favour.
- **6.Order**s: Orders will be accepted on letter head /whatsapp/ email /scan copy of letter head / order form only. In case of emergency, SMS can be accepted followed by hard copy of the order.
- 7.Payments: Advance
- **8.Bank:** For transfer of payments you must have a bank account in a branch of Your countries State Bank or State Bank of India in your city.
- **9. Target:** Initially sales target is Rs. 5,00,000.00 lakh per month.
- 10. Freight: To Pay basis. Freight will be deducted in next order.
- **11. Discount on D.P.:** 1. CAM-99 & CAM-90 40 % Less on D.P. + 18 % GST
 - 2. WPC-99, WAC-99, WTF-99, & URP-99 20% Less on D.P + 18 % GST
 - 3. HPC-99 20 % Less on D.P. + 18 % GST
 - 4. Paint, Primer, Acrylic Super Putty 20 % Less on D.P + 18 % GST
 - 5. Touch Clean, Kleanol , ECO Clean 20% Less On D.P + 18% GST

- **12. Scheme :** Scheme will be bear by you and shall be conveyed to us time to time for sales promotion.
- **13.Taxes:** 18% GST applicable Extra.
- **14.Sales Promotion:** For sales promotion time to time our trained sales force shall help you to appoint dealers, distributors in your area, without obligation of any payment. The company will not be responsible for any payment recovery. Cash transaction are not allowed with the company, it is strictly restricted. Material to distributors / dealers / any party shall be given on your consent only.
 - **15.Conference:** Time to time as per the convenience of the company, meeting with dealer, engineer, architect & mistri etc. will be conducted.
 - **16.** You shall always sell our products in original packing's.
 - **17**.Our prices are subject to revision without notice and price ruling at the time of delivery will be applicable in all cases.
 - **18.**You are requested to keep us regularly informed about our business as may be specified from time to time.
 - **19.** You will be responsible for timely issuance of applicable taxes. You shall timely deposit GST as per the schedule and mandatory requirement.
 - **20**. Force Majeure Clause: Orders are subject to availability of raw material and all force majeure clauses. We reserve the right not to execute any order. You shall not be entitled to commission claim of whatsoever nature for the aforesaid non execution.
 - **21.**This agreement is valid till one years from date of commencement.
 - **22.Disputes:** In case of any disputes of legal proceedings only courts in Indore shall have jurisdiction.
 - **23.Termination:** This agreement can be terminated by either of the party by Mutual consent & giving notice.

Kindly return the duplicate copy of this letter duly signed signifying your acceptance of the terms and condition mentioned there in. Thanking you,

Truly yours, For Sadee World Pvt. Ltd.

(CEO)