

Date:

To,
Name of Firm

(GST NO)

Address

Subject: Appointment of Distributor Stock Point (DSP)

Dear Sir,

Greetings from Walpar Healthcare, INDIA

With reference to your application as a Distributor, we are pleased to inform you that you have been appointed as Distributor Stock Point at **(Name of City, State)**.

Stock point Value:

Payment Details:

Agreement

Please find enclosed agreement. Please sign all pages of agreement with your company seal and return one copy of the copies to confirm the Appointment of DSP and to make necessary entries of your name in our online system and allot you the Id number.

Note:

1. Rs. 150/- Per PIN incentive is transferred to stockiest account.
2. Rs.30,000/- PIN products first time send by company.

For,

WALPAR HEALTHCARE

AGREEMENT

THIS AGREEMENT is made on this the ____ day of _____, Two thousand and Nineteen

Between

M/s Walpar Healthcare having it's Corporate Office at 5, Shyam Estate, Santej-Khatraj Road, Santej, Ta: Kalol, Dist: Gandhinagar-382721, Gujarat, **INDIA** (hereinafter referred as "Principals" which expression shall unless repugnant to the meaning or context thereof, be deemed to mean and include its directors, successors, affiliates, assigns, of the one part;

AND

Party Name (hereinafter referred as "Agent of Principals") represented by its Name of Firm (**User Id**) subject to following terms and conditions:

1. **License and Legal Documents:** Whereas the Principals is a dealer & manufacturer in ayurvedic and proprietary medicines, herbal products, cosmetics, nutraceuticals, agriculture products, veterinary products, home care, and online products and is willing to appoint a suitable party as selling agent on commission basis. The agent shall have FSSAI, GST, Pan Card and Shops and Establishment License whereas needed.
2. **Sales Promotion:** The Principals will dispatch the goods to the destination of the agent either by road/rail transport together with the necessary documents as required under the Commercial Tax Act and Rules and other laws in force from time to time against the amount credited to the account.
3. **Terms of Transfer:** The Principals will transfer the stock (freight borne by principal) to the agent on the receipt of advance payment minimum of **Rs. 10,000 (Rs. Ten Thousand)** at distributor price. If agent orders less than **Rs. 10,000 (Rs. Ten Thousand)** goods shall be transferred to the destination at to pay basis (freight shall be borne by agent)
4. The agent shall abide the Rules, Regulation, Directions and Guidelines given by the Principals for the smooth operation of Distribution Stock Point.
5. The agent cannot sell any Products other than Walpar Healthcare and further, agent cannot do network marketing of any other Company.
6. **Storage & Quality:** The Agent undertakes to provide scientific adequate and proper storage facilities with special emphasis to preserve the quality of the Products for all its attributes/specifications.
7. **Taxes:** The agent shall collect and pay GST and other taxes if applicable.
8. **Commission:** 8% cash and 10% MRP value of products without PV of total repurchase. To avail this, Agent has to deposit not less than total billing amount to the company's bank account which is generated by the agent during the month to the distributors or end users.
9. **Minimum Purchase for Activation:** The agent must purchase minimum Rs. 25,000/- quarterly to remain active. In case of failure, principal has all the rights to inactivate the stock point of agent. For reactivation, agent has to deposit double amount against the minimum purchase.
10. **Exclusivity:** Rs. 5,00,000/- (Rs. Five Lacks Only) Stock Point: Exclusive and one per Stock Point district only and Rent Rs.10,000/- (Rupees Ten Thousand) bear by Company. Rs. 1,50,000/- (Rs. One Lakh Fifty Thousand Only) Stock point is not exclusive for any region or area.
11. The agent (Rs. 5,00,000/- Stock Point Only) is authorized to transfer the products to other region/ area/ state S.P. by raising invoices and fulfilling the legal requirements. The agent can sell the goods at defined price only and cannot offer any discount. If agent or distributor sells goods offline or online at discounted price, his/her ID shall be permanently blocked and shall not be liable for any income or retail advantages.

12. **Goods Return/ Exchange/ Refund Policy:** The Agent agrees that the Principal will accept the return of the products only in three months advance notification to the company for which the invoice and PVs is not generated. If PVs has been used by stockiest/distributor, products shall be considered as "SOLD" and cannot be replaced even upon expiry or defect in the product. Any oral commitments or assurances in the matter by any official of the Principal shall be purely invalid and unacceptable to the Principal.
13. **Damage Goods:** The company has contract with a courier and transportation company with the best type of service. Even though agent receives the goods in damage, open, wan-free condition, and less goods against the ordered product, agent should not accept the goods / parcel or after receiving should inform instantly to admin office. However, if agent accepts such goods and fails to inform in 24 hours, the company will not be liable for the same.
14. **Expired Goods:** The Agent shall not sell any product which has expired its validity period as mentioned in the label. Any attempt to do so would lead to initiation of legal action against the Agent and the Agent shall be responsible for all consequential claims/losses as per prevailing kind.
15. The agent should not raise invoices without delivering the products and shall not accept/collect the advances from the distributors.
16. **Intellectual Property Rights:** The Agent shall not, by virtue of this agreement, become proprietor or owner to the Label, patents, copyrights, trade secrets or any other intellectual property rights, whether protected or not, used by the Principal for its Products/Goods.
17. **Term/Termination of Stock Point:** This agreement shall come into effect and/or be operative from date of commencement and shall be effective for Two (2) years validity period from the said date, whichever is earlier. However, the Principal reserves the right to terminate this agreement forthwith without notice in the event of the Agent committing a breach of any of the terms and conditions. If stockist wishes to close the stock point before two years, full and final settlement shall be made only after new stock point appointed in the same area or otherwise full and final settlement shall be done only after two years. If agent wishes for final settlement at once, principal will deduct introducer amount and business promotion expenses, loss of business till new stock point appointed, freight for the goods principal paid, taxes paid by the principal and any other expenses principal has made during the tenure. The Agent shall send to the Principal an exact and updated list of its remaining stocks together with a statement of sales operation in progress.

This agreement is subject to Ahmedabad jurisdiction only. The above terms and conditions are created by Principal. The Principal may change these Terms and conditions when necessary.

With the above conditions **M/s. WALPAR HEALTHCARE** having a registered office at 5, Shyam Estate, Santej-Khatraj Road, Santej, Ta: Kalol, Dist: Gandhinagar-382721, Gujarat, **INDIA** (Principals) represented by authorized person of the company and _____ have hereinto affixed our hands and seal on _____

Name of Agent

Name of Authorized Person

DSP Seal

Company Seal and Sign

Date

Date

Place:

Place:

REQUIREMENT TO BECOME STOCKIEST

1. Name of the Firm and address
2. Gumasta Dhara (Registration of Shops and Establishment Certificate issued by the Local Govt. Authority e.g. Municipal Corporation) It must acquire within 3 Months of appointment
3. Pan Card (within 3 months of appointment)
4. GST NO. (within 3 months of appointment)
5. FSSAI NO. (within 3 months of appointment)
6. **Space for Procure the Goods:** Minimum 100 Sq. Feet and infrastructure, computer, internet and printer.
7. **Drug License:** if you want to sell allopath products than Drug License is mandatory before purchasing the allopath products.

