**Supplier/vendor MERCHANDISE AGREEMENT (TERMS OF TRADE)**

This Supplier/vendor MERCHANDISE AGREEMENT is made and entered into on this 1st day of April 2018.

 **BETWEEN**

**M/s. Tashee International Trade Private Limited,** through its authorized signatory Mrs. Amna Abbasi having its registered office at Plot No 13 to 29, Harsha Bhawan,Block E, Connaught Place, New Delhi - 110001**,** hereinafter referred to as **“Supplier/vendor** .”

**AND**

**M/S.ABC ltd ,** through Mr.Navneet having its registered address at ------------------- , hereinafter referred to as **“Retailer “**.

**WHEREAS,** Supplier/vendor produces / sells/imports certain products under the Brand name **“ESTATOS”** which M/s ABC ltd , may, from time to time, wish to purchase for resale to their retail customers (“Merchandise”);

**AND WHEREAS**, Supplier/vendor and Retailer wish by this Agreement to provide terms and conditions for any purchases of Merchandise that Retailer may choose to order during the term of this Agreement;

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and other terms and conditions contained herein, the parties hereto agree as follows:

1. **All Sales shall be Subject to Purchase Order Terms and Supplier/vendor Policies**: All transactions involving sales of Merchandise from Supplier/vendor to M/S ABC ltd shall be initiated solely by the Company placing firm written purchase orders (“Purchase Orders”) with Supplier/vendor’s designated representatives. All such Purchase Orders which Supplier/vendor chooses to accept shall be subject solely to Supplier/vendor’s Policies currently in effect or as amended from time to time.
2. **Term and Termination:** This Agreement shall become effective from 1st April 2018 and shall continue in force for a period of one year from the Effective Date. This Agreement will be extended every year and each subsequent term, unless written notice of termination is given by either party at least 60 days prior to the expiration of the then current term. The failure on part of either of the party substantially to perform any obligation assumed by it hereunder within 30 days after written notice by the other party of such non-performance shall entitle the other party to terminate this Agreement effective immediately on written notice of termination. Both the parties shall immediately pay without demur all amounts owing to the other party as per the terms of this agreement at the time of termination the agreement. Both the parties shall, however pay without demur all amounts owing to the other party, as per the terms of this agreement, at the time of termination the agreement. The Retailer shall without any demur return the unsold goods to the Supplier/vendor immediately upon termination of this Agreement.
3. **Margin Terms:** the Supplier/vendor shall sell the Merchandise on **SOR Basis**  to M/s ABC ltd on **30% margin (NOT) and for EOSS 25% (NOT)**. **The Retailer shall submit a blank PDC drawn in favour of “Tashee International Trade Private Limited” ,as security to the Supplier/vendor.**
4. **Stock Correction:**It will be done by the Supplier at the end of every season to optimize the merchandizing.
5. **Freight & Insurance :**
6. On Dispatch: **The Freight & Insurance for the dispatch of goods shall be borne by the Supplier/vendor.**The Place of dispatch of good shall be from C-63, Sector – 58, Noida. U.P and shall be delivered to the ware house of the Retailer at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
7. On RTV: **The Freight & Insurance on all the RTV of goods shall be borne by the Supplier. The Freight & Insurance for the return of Damaged Goods will be borne by the Retailer.**
8. **Obligations of the Supplier/vendor:**
9. The Supplier/vendor shall ensure the timely delivery of the Merchandise in accordance with the Purchase Order depending upon the availability of stock within the committed time.
10. The Merchandise delivered fulfils the quality parameters as committed.
11. The Supplier/vendor shall ensure that all the goods delivered are in Conformity with the Requirements of Legal Metrology Act.
12. The Supplier/vendor shall comply with all legal and statutory compliance of different states or central Acts, Rules Regulations Guidelines etc.
13. The Supplier/vendor shall provide at its own cost all in store branding and visuals for the area allocated to the Supplier/vendor. The printed material, wall and fixtures of the brand shall also be provided by the Supplier/vendor at its own cost.
14. The Supplier/vendor shall provide Product information and training to the staff of the Retailer if deemed necessary.
15. **Obligations of the Retailer:**
16. The Retailer has to make monthly payments i.e all payments to be done by 7th of the subsequent month on the basis of goods sold in previous month.
17. The Retailer shall on every Monday, without any default, provide the last weeks sales report to the representatives of the Supplier/vendor.
18. The Retailer shall devote proper time attention and resource to the business and marketing of the brand to achieve the maximum sales.
19. The Retailer may appoint the sales staff for the said purpose at its cost.
20. The Retailer shall bear all the costs towards Rent, CAM, and or Electricity charges, Property tax, Municipal tax and other building related taxes for the premises / showroom.
21. The Retailer shall bear all the costs towards telephone bills, internet or Radio subscription and general maintenance and Housekeeping.
22. The Retailer shall bear all cash shortages, or unauthorized discounts offered by it to the customers, if any.
23. The Retailer shall bear all costs towards purchase and maintenance of Hardware & Software required, if any.
24. The Royalty reward points, if any, offered to the customers, shall be to the account of the Retailer.
25. The Retailer shall be liable to arrange / manage the Card Swiping Machine(s) and shall also be entitled to the commission(s) towards the Card Swiping.
26. **Pilferage:** Any pilferage shall be debited to the account of the Retailer. The Supplier/vendor shall be responsible for pilferage only till the Merchandise are delivered to the Retailer at its Warehouse.
27. **Indemnification:** Supplier/vendor and the Retailer shall indemnify and hold each other harmless from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses imposed upon, incurred by or asserted that results from any act, omission or breach of any provision of this Agreement by the either party , its employees or agents under this Agreement or under any agreement with third parties.
28. **Notices:** Any notice or other communication required or permitted herein shall be given in writing and shall be delivered in person or sent by Certified Mail or Registered Mail or express courier to the addresses as stated herein above shall be deemed to be served on the other, 48 hours after the dispatch of the same.
29. **Assignment:** This Agreement shall be binding on and inure to the benefit of the parties hereto

and their respective representatives, successors and permitted assigns. Neither of the party may assign, transfer or otherwise delegate this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party.

1. **Waiver, Amendment, Modification:** Any waiver, amendment or other modification of this Agreement shall not be effective unless in writing and signed by the party against whom enforcement is sought.
2. **Severability:** The holding of any provision of this Agreement to be void, invalid or unenforceable shall not affect the validity of the other provisions of this Agreement, unless the party to whose benefit the void, invalid or unenforceable provision was intended to operate deems the provision to be essential to this Agreement, in which case such party may terminate this Agreement effectiveImmediately upon notice.
3. **Entire Agreement; Conflicting Terms:** This Agreement constitutes the complete and entire statement of all terms, conditions and representations of the Agreement between Supplier/vendor and M/s ABC ltd with respect to its subject matter. In the event of a conflict between This Agreement and terms and conditions stated in any Purchase Order or other document provided by the Retailer and any acknowledgment or other document provided by Supplier/vendor, the terms of this Agreement shall prevail.
4. **Relationship of the Parties:** The relationship between the parties hereunder is that of Supplier/vendor and Buyer, not principal and agent or partners, with retailer purchasing merchandise for resale for its own account. Neither Retailer nor Supplier/vendor has authority to act on behalf of the other or to bind the other by any promise or representation unless specifically authorized in writing to do so.
5. **Counterparts:** This Agreement shall be executed in two counterparts, each of which shall be deemed to be an original but all of which shall constitute but one instrument.
6. **Governing Law and Dispute Resolution:** The parties to this Agreement shall be subject to the Laws as applicable in India. In the event of any dispute or difference between the Parties, with regard to interpretation of the terms of this Agreement, or performance of the respective obligations or any other issue arising between the parties out of this Agreement, the same shall be referred to and resolved through arbitration. The Parties shall appoint a sole arbitrator with mutual consent under the provisions of the Arbitration and Conciliation Act, 1996. Such arbitration proceedings shall be held in Delhi and all proceedings, whether the same pertain to any Award or interim order of the arbitrator or under this Agreement, the Courts in Delhi shall have exclusive jurisdiction.

**IN WITNESS WHEREOF** the Parties hereto have set and subscribed their respective hands unto this Agreement on the day, month and the year first hereinabove written in presence of the following witnesses.

**ForTashee International Trade Private Limited For ABC ltd**

AMNA ABBASI

**WITNESS:**

1. 2.