

General Terms of Allotment of Taluka for Distributorship of product (Panchgavya 5ml) manufactured by Dlog Technologies, Chennai, India.

(wef 28 4 25)

This is the General Terms of Allotment of Taluka for Distribution, to TMD, by

Dlog Technologies, situated at New No.21, Thambaiah Road Extn., West Mambalam, Chennai-600 033, manufacturers of Panchgavya Organic Manure shortly PG, represented by its Sole Proprietor **Mr.R.Chandramouliswaran**, hereinafter referred to as Manufacturer shortly **MFR**,

M/S, situate at, a concern, represented by its **Mr.** here in after referred to as Taluka Marketing Distributor shortly **TMD** on the other part. and may be also represented by sub Super Distributor of the respective State, referred to as **SSD** shortly

WHEREAS, the **MFR** is engaged in manufacture of Panchgavya and is interested in appointing Taluka wise Marketing Distributors all over India,

WHEREAS the **TMD** has approached the **MFR** and has expressed his/their consent to act as Marketing Distributor for entire State,

The general Terms of Allotment of TMD is given below:

1. That the **TMD** is hereby allotted Taluka in State for a period of 3 years from the date hereof on the general terms set forth hereunder. This term may be extended for further periods by mutual consent but for a tenure of 2 years only at each such extension.
2. The **TMD** in general agree not to promote in competitive products or similar products or duplicate products, during the tenure of this appointment.
3. The **TMD** agree to appoint Village level Dealers covering 90% of villages in the Taluka within a period of one year from signing of this agreement and arrange for placement of goods covered by this agreement in Dealer outlets in all Panchayaths and major and minor towns in the Taluka allotted to him, in such a way that the goods covered by this agreement are made available to consumers all over the Taluka in each and every village, and in all major and minor towns in the allotted taluka.
4. The **TMD** agree to ensure that goods covered by this agreement are sold at retail outlets at prices not exceeding the MRP fixed by the **MFR**.
5. The **TMD** agree to abide by the directions given by **MFR** in writing as to policies of **MFR** as to pricing and marketing policies envisaged by the **MFR**.
6. The **TMD** agree to bear all marketing, distributing expenses other than mass media advertising and mass TV advertising. However local cable TV

advertisement insertions at low cost can be undertaken by the **TMD** but any such advertisement shall conform to the claims made by the **MFR** in its printed leaflets or website and no excess claims shall be advertised by the **TMD**.

7. **TMD** shall not print any publicity material or release any advertisement in the Press without prior written approval of the “advertisement matter” in writing from the **MFR/SSD**. **TMD** shall always ensure all such advertisements shall conform to the claims made by the **MFR** in its printed leaflets or website and no excess claims shall be advertised by the **TMD**.
8. The **TMD** agree not to make tall claims about the products other than openly declared in the **MFR**'s printed leaflets or website.
9. The **TMD** agree to employ sufficient sales staff, materials and money for promotion and distribution of the product, and reach mutually agreed sales targets set by the **MFR/SSD**.
10. The **TMD** agree to follow the **MFR**'s policy of "**Total Customer Satisfaction**" at affordable prices and ensure availability of product at all villages without any shortage in the Taluka allotted to him.
11. The **TMD** agree to abide by **MFR**'s directions for achieving "**Total Customer Satisfaction**" and for solving complaints from Dealers and Farmers. The **TMD** agree to attend to suggestions and complaints of Dealers and Farmers themselves.
12. The **TMD** agree to purchase products from the **MFR/SSD** on cash and carry terms or advance payment terms, and no credit will be allowed.
13. The **TMD** agree in general to sell the products within allotted Taluka only and shall not have right to export the product outside India. **TMD** in general shall refrain from appointing new Dealers outside the allotted Taluka or outside the State. However **TMD** may continue to supply to his existing network of Dealers outside his Taluka. **TMD** also agrees, that **MFR/SSD** has right to appoint other persons as **TMD** for each and every Taluka(s) not covered by this Allotment.

13 (A). **TMD** agrees not to sell to Dealers in other Talukas appointed by respective **TMD**. **TMD** also agree not to sell directly to Farmers in Talukas not allotted to him. In general Dealers appointed by one **TMD** shall continue to be supplied by the same **TMD**, unless such Dealer desires to switch over to the local **TMD** who has allotment for that Taluka.

13 (B). Farmer Producer Companies (**FPOs**) or Organic Farmers Groups (**OFGs**) or local Co-Operatives shall enjoy a special status as one village Dealer and may be directly appointed by SDs of respective States, but this must be handed over only to the respective local **TMD** once **TMD** for that Taluka is finalized.

13 (C). In general poaching of Dealers appointed by one **TMD** by another **TMD** must be avoided by all **TMDs**.

14. The **TMD** agree to share all the market feed backs, market reports, etc. and agree to obtain Customer Response Forms from the Farmers and hand over the same to the **MFR/SD**.

15. The **TMD** agree to handle the **MFR's** products carefully so as to not to damage the contents inside and arrange for secure transportation of the same to the Dealers.
16. The **TMD** undertake not to meddle with the product in what so ever manner and ensure that this is adhered to strictly by Dealers also.
17. The **TMD** undertake to provide the names and addresses of Dealers and quantities sold by them and report the same to the **MFR/SD** on monthly or quarterly basis, if and when requested by the **MFR/SD**.
18. The **TMD** agree to appoint only one Dealer for one Panchayath/Village, and ensure to avoid undue competition among Dealers.
19. The **TMD** agree to prominently display **MFR's** name in all their letter heads, brochures, leaflets, handouts, POPs, notices, etc. and also disclose the fact that **TMD** is a Marketing Distributor of the product.
20. The product covered by this agreement is as mentioned below only:

Panchgavya 5ml; DFA C CDP Cow Milk Booster 400mg; and Dsalt 5 grams only.

In future MFR may add other products or any other product to this list

21. The **TMD** agree to abide by the directions given to all Marketing Distributors / Distributors all over the Indian nation by the **MFR** even if **TMD** is not concurring with the direction of the **MFR** provided if such direction is adhered to by majority of the **TMDs** all over the nation.
22. The margins for **TMD**, and Dealers shall be fixed by **MFR** only and **TMD** agree that **MFR** has right to change the margins . The margins may be varied from time to time to suite the needs of the trade. The same shall be intimated to the **TMD** by **MFR/SD** by way of letter/email. All schemes offered shall also be intimated by written correspondence.
23. The **TMD** agree that **MFR** has right to change the MRP as and when warranted due to market conditions or due to taxes and other duties levied by Govts. At present the product Our products are Nil rated GST product (called Exempted). P(Pack size below 10ml)
24. The **TMD** agree that **MFR** has right to change the qty in packings to effect changes in MRP.
25. The target for the next 6 months shall be intimated by the **SD** of the State to the respective **TMDs**
26. The **TMD** agree to reach the target sales without fail and agree to set higher growth rates in future and co-operate with the **MFR/SD** for reaching a monthly sales targets.
26. The **TMD** agree to give training to its staff and Dealers for proper conversion of 5ml to 500ml others into ready products, and this is a primary responsibility

of the **TMD** only. The TDS shall train all his customers (farmers) and Dealers in proper mixing with water and Using, spraying instructions.

27. All the communications sent to the **TMD** from **MFR** shall be only english language only, to which **TMD** agrees to receive and understand fully. Or State **SD** shall translate the same to local language and circulate among **TMDs**.
29. The **MFR/SSD** agree to supply the products with out delays. However **MFR/SSD** needs a Purchase Order in writing from **TMD** and needs 7 days time for sending supplies. The **MFR** agree to execute urgent orders on priority basis. Supplies will usually be sent via Couriers/ Lorry/Bus Transport and will be sent directly to the address of the **TMD** which **TMD** agree to collect promptly. Such Courier charges shall be borne by the **MFR/SSD**.
30. The **TMD** agree to stock goods for a month's sale and give sufficient advance notice of stocks position and sales trends to **MFR/SD** to enable **MFR/SD** to plan production/ Stocking schedules.
31. The **MFR** hereby gives product performance guarantee to the **TMD** and if any batch/product is not performing or performing below standards, the **MFR** agree to replace such batch/products to the **entire satisfaction** of the **TMD**.
32. The **MFR** agree to abide by any licensing required to carry out the manufacturing and ensure uninterrupted supplies to the **TMD**. The product covered is outside FCO 1985. As such our products cannot be sold through Registered Fertilizer/Pesticide shops. (However these may be sold to personal names or the owners of such State Registered shops with their home address)
33. The **MFR** agree to change the, packing, secured sealing of the product, labels, etc. as and when warranted to improve the overall sales.
34. --
35. The **MFR** agree to put month of manufacture and batch number in each individual bottle/Pouch. The expiry of the product will be mentioned as 2 / 3 years.
36. The **TMD** agree that the **MFR** has every right to improve/change the product, packing, sealing, container, labels, content in the labels etc. for achievement of higher sales and to achieve total customer satisfaction, and to avoid duplication.
38. **TMD** agree that **MFR** has right to appoint Marketing Consultants in any State or for all over India. Such Marketing Consultants shall undertake any direct marketing for short periods which may extend maximum up to six months at heavily discounted prices or free of cost. This may be done by the **MFR** with prior notice to **TMD** and purely for boosting the sales of the products.
39. The **TMD** agree that **MFR** has right to introduce a brand name if so warranted and agree to co-operate with the **MFR** in such a situation.
40. The **MFR** has rights to decide about marketing policies, pricing, and issue guidelines of the same to **TMD**.

41. The **MFR/SD** has right to attend/convene Dealers meetings either in consultation with the **TMD** or on its own.
43. The **TMD** agree to initially purchase goods from **MFR** by paying Rs.60,000 [Rupees sixty thousand only] for each Taluka allotted to him. The **TMD** agree to invest more money as and when sales increases.
44. GST law will be complied with by both MFR/SD and TMD as and when it become applicable to the products.
45. All local Govt. orders in the allotted Talukas may be supplied by the **MFR/SSD** directly if so insisted by the Govt. department for which **TMD** shall not have any objection. No commission or order processing expenses shall be payable to the **TMD** if so insisted by the Govt. department. However the **TMD** shall be suitably compensated otherwise for all its efforts for securing such bulk orders.
46. This allotment may be terminated by the **MFR/SSD** by giving three months notice on the **TMD**
47. This general terms of allotment may be altered, varied, changed by **MFR** by way of amendments / simple exchange of letters in writing or an entirely new Terms of Allotment maybe made in place of this agreement, by the **MFR**.
48. All disputes are subject to Chennai jurisdiction only.

Agreed to By:

MANUFACTURER

Taluka Marketing Distributor

Witness:

Note: Please read clause No.13 above carefully.