



LI-IONS ELEKTRIK SOLUTIONS PRIVATE LIMITED

To,

Date:-04-04-2019

Hatton Garden Service LLP

32 A F/F, Patpargang Village, Near ICICI ATM, Mayur Vihar,

Phase -1, East Delhi-110091

Sub: Appointment as Authorized Sales of Vehicle, Service and Spares Dealer for Haryana.

Dear Sir,

This is in continuation of our discussion we hereby appoint you as our Authorized Dealer for Sales, Service of our electric vehicles and spares parts supplied by our company. The engagement of Dealer is subject to the terms and conditions enclosed herein. The mutual contractual obligations of both parties are clearly specified in the terms and conditions enclosed herein. You are requested to sign a copy of the letter along with each page of the terms and conditions and send the same thereby agreeing to your engagement as Dealer and the terms and conditions enclosed herein.

Yours Faithfully,

For Li-Ions Elektrik Solutions Pvt. Ltd.

Authorized signatory



LI-IONS ELEKTRIK SOLUTIONS PRIVATE LIMITED

1. GRANT OF AUTHORITY

Li-Ions has appointed Hatton Garden Service LLP (Dealer) of Haryana. The dealer is authorized for sales and service of Li-Ions Products in a retail establishment, and to use Li-Ions trademark and logo in advertising and in the sale and service of Li-Ions Products.

2. INFRASTRUCTURE REQUIRED TO BE PROVIDED BY DEALER

- (I) The details of showroom provided by the dealer are as follows:

Showroom address:-Village Alipur, Sohna Gurugram Road, Sohna

- a) Showroom
- b) Service Area
- c) Spare Parts Storage

There shall be no deviation of such reserved areas without prior consent.

- (II) The dealer is required to maintain a showroom and sales office at the above mentioned address. The showroom design will be furnished by the manufacturer and the dealer will have to design the showroom in accordance with such design at his cost.
- (III) The dealership shall remain open from 10.00 am to 8.00 pm. The dealership shall remain open throughout the year and may be closed only on Sundays and National Holidays. The dealer shall ensure that the vehicles manufactured by the company are displayed at all such times.
- (IV) The dealer will appoint Salesmen (Desk and Field) to promote sales of the vehicles with private, institutional and government



customers. The dealer is also required to appoint Service Managers and other staffs required for running of the showroom and workshop.

- (V) The dealer will maintain signboards in the showroom premises and the workshop at all times.
- (VI) The sales efforts should be organized in a systematic manner and a monthly report of the sales efforts undertaken shall be sent to the manufacture by the 1st week of the succeeding month.
- (VII) For the purpose of advertising the manufacturer and distributor will be promoting the vehicles in national and regional newspapers and in electronic media. Any assistance required for such purpose by either of the parties will be subject to the terms and conditions that will be agreed upon in this regard.
- (VIII) The dealer will be required to maintain a work shop providing working areas, washing facilities, equipment and necessary man power. The dealer shall ensure smooth functioning of the workshop by taking all necessary steps.
- (IX) The manufacturer or distributor may make surprise visits to the dealership. The dealer will be required to make available the records of sales and service upon such inspections. Any suggestions and/or irregularities pointed out by the manufacturer or distributor shall be met with by the dealer.
- (X) The dealer will not stock any non-genuine parts. The manufacture reserves the right to institute appropriate legal action for any such irregularities.
- (XI) The dealer will be required to provide monthly reports of details of sales, service and spares related activities. The dealer is also requested to intimate the response and suggestions from customers.



3) ORDERING AND SALES

- i) All orders for Li-Ions Products placed by Dealer shall be by telephone, fax or e-mail. All orders shall be subject to acceptance by the manufacturer. The distributor shall provide the timeline upon placing of the Order after due consultation with the manufacturer.
- ii) The dealer have to deposit a minimum of Rs.5,00,000(Rupees five Lacs only) and Order a minimum 10 nos of vehicles which may be required for the market to start with, The dealer will be required to lift the vehicles in accordance with the agreed business plan. Deposit so made shall be revolving with sales so made by the dealer.
- iii) The manufacture reserves the right to provide the timeline for each delivery based on the demand, product and orders of other dealerships. The distributor shall provide the revised timeline for delivery in such situations.
- iv) The vehicles will be delivered at warehouses of the dealer. For which all the expenses and risk pertaining to transit shall be borne by the dealer. In case of any damage, the dealer shall be liable for the same.
- v) The dealer will be also required to place regular orders for spares in line with its requirement.
- vi) The dealer will be required to maintain adequate inventory of spare parts. Proper records are required to be maintained.



4. PRICES

- i) The price payable for the vehicles will be fixed by the manufacturer at the time delivery. The price shall be exclusive of sales tax excise duty and other taxes and charges applicable at the time of delivery as per the law of the land.
- ii) The dealer shall at no time sell any product or spare part of the manufacturer at a price higher than that fixed from time to time. The dealer is at liberty to charges lower prices and offer discounts after due intimation to the distributor.
- ii) Sale for vehicle and spares will be subject to payment in accordance with the mode of payment prescribed by the manufacture from time to time.
- iii) The manufacturer reserves the right to alter the price and discount rate at any time .such action will be without incurring any time. Such action will be without incurring any liability whatsoever.
- iv) The dealer will be solely responsible for payments received from the purchasers of vehicles/spares and any other ancillary transaction.

5. SERVICE OF VEHICLES

- i) At all times the dealer will maintain the necessary facilities for service and repair of the vehicles.
- ii) It will be incumbent upon the dealer to have the staff trained at the service centers.
- iii) Rates etc charged by the dealer shall at no point of time exceed our recommended rates notified from time to time.



- iv) The dealer will be required to maintain workshop records of all vehicles including the job cards and Vehicle History cards. The records should clearly indicate the nature of repairs, parts replaced and costs incurred.
- v) The dealer will be required to follow the manufacturer warranty policy and procedure while lodging claims from customers. The dealer will ensure maintenance of proper records and adherence to the warranty policy and procedure.

6. SALES AND DELIVERY

- i) The dealer is required to undertake necessary pre-delivery inspections prior to the delivery to the purchasers. The inspections should be conducted by a qualified technician. Each vehicle must be in safe and proper working condition and must have been road tested prior to the delivery.
- ii) The dealer shall ensure that the engine number and chassis number are not altered or hidden while the vehicle is under the dealer's possession.
- iii) The dealer shall supply to the purchasers the owner's manual and other applicable guides as prescribed by us from time to time.
- iv) The dealer will not carry any unauthorized modifications/alterations to the vehicle. We will not be responsible for any act arising out of any such alterations.
- v) The dealer will be solely responsible for any liability arising from repairs and services at the dealer end from negligent use. Improper tools and non-genuine spare parts.
- vi) All the vehicles supplied to the dealer will be governed by the manufacturer's warranty policy and procedure therein. Which may be revised from time to time as per the manufacturer's discretion.
- vii) The dealer shall have the warranty from Li-Ions. In case of any problems in the vehicle. This warranty shall cover all the expenses so incurred in any case. This warranty for free service shall be for a period as mentioned in vehicle manual from the date of sale of Vehicle by the dealer.



- viii) That in case of manufacturing defect; the parts should be immediately replaced, and with the cost of sending and getting the new parts should be compensated.
- ix) Market condition in the sale of products ensures free service to the customers by the dealer as per scheme. This free to the customer is compensated by manufacture every month, for which credit notes have to be raised before seventh of every month.
- x) The dealer shall maintain the stock of genuine spares as per the consumption, where manufacture shall ensure supply of spares within a week.
- xi) The dealer's margin on sales vehicles shall be 10 % on the market price to be delivered at the go down of the dealer by the manufacture.
- xii) The scheme declared by the company from time to time shall apply on the dealer.

7. LEGAL COMPLIANCES BY DEALER

- i) Dealer agrees that it will not engage in any illegal activity, including but not limited to, activity involving any illegal, deceptive, misleading or unethical business conduct.
- ii) Dealer shall not engage in any business, directly or indirectly which is competing with the business of the manufacture.
- iii) Dealer shall be solely responsible to ascertain and comply with all applicable laws. The manufacture shall not be liable for any such leagle non-compliance by the dealer.



8. LOCATION

Dealer will only sell and or service Li-Ions products at the approved location, unless otherwise permitted by prior written consent. The approved location may not be moved without the prior written consent of manufacture, even if Dealer intends to open a temporary display.

9. VALIDITY AND TERMINATION

- i) The term of this agreement shall begin on the 01st day of April 2019 and end on the 31-03-2020. The agreement may be mutually renewed from time to time.
- ii) The manufacture may terminate the agreement by written notice to dealer if the dealer breaches the terms and conditions of this agreement or if it fails to meet the target sales.
- iii) The termination and the mode to be followed post termination shall be final and binding on the dealer.

10. FORCE MAJEURE

The manufacturer shall be excused from delay or non-performance in the delivery of an order and dealer shall have no claim for damage if and to the extent such or failures caused by occurrence beyond the control of manufacture including, but not limited to market conditions acts of god, war, acts of terrorism, riots and civil disturbances; expropriation or confiscation of facilities or compliance with any order or request of government authority; strikes, labor or employment difficulties whether direct or indirect; or any cause whatsoever which is not within the reasonable control manufacture. The manufacture will immediately notify dealer of the existence of any such force majeure condition and the anticipated extent often delay or non-delivery. The distributor will in such event have the right to allocate available Li-Ions products among its customers and dealers in its sole discretion.



11. NOTICE

Except as specifically set out in this agreement, any notice or other communication related to this agreement shall be effective upon receipt by email to the email address of the respective parties and by registered post to the address of the respective parties. The parties by their signature below hereby enter into this agreement on 01/04/2019.

Date:- 01/04/2019


Place:- Gurgaon




Li-Ions Elektrik solutions Pvt. Ltd.

(Manufacture)


Witnesses:-

1. 
Pratik Dasgupta




Hatton Garden Service LLP

Witnesses:-

2. 
(GOURAV TIWARI)

(Dealer)