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AGREEMENT OF DEALERSHIP

This Agreement made and executed at Pune on this _____ Day of _____ 2021

B E T W E E N

M/s. NEBULA EXPORTS, Mohit Plaza, Plot No. 43, Sahaney Sujan Park, Off. Kondhwa Road, Pune – 411 040. Hereinafter referred to as the *Company*/ Party of the First Part.

A N D

_____, Address : _____.

Hereinafter referred to as the *Dealer*/Party of the Second Part.

RECITAL

Whereas M/s. NEBULA EXPORTS., is manufacturing and marketing All Terrain Vehicles (ATVs) in India under the name and style of “NEBULA ATVs” It is clearly understood that All Terrain Vehicles are Off Road Vehicles and cannot be registered with any Regional Transport Authority in India.

Whereas M/s. Nebula Automotive Pvt. Ltd. is also manufacturing and marketing Golf Cars and Electric Vehicles under the name and style of “Nebula Golf Cars”. It is clearly understood that Golf Cars are Off Road Vehicles and cannot be registered with any Regional Transport Authority in India.

Whereas M/s. Nebula Exports is also manufacturing and marketing Agricultural Tractors under the name and style of “Nebula Bajrangi DY 300” and “Nebula Bajrangi DY 304”. These tractors can be used on the road as they have been certified for compliance under the Central Motor Vehicles Rules.

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Whereas the *Company* has its own showroom at Mohit Plaza, Plot No. 43, Sahaney Sujan Park, Off Kondhwa Road, Pune – 411 040.

Whereas _____ is based in _____ and has expressed his desire to be appointed as dealer for Nebula ATVs in _____.

Whereas the parties expressed their wish and intention to set forth in this agreement for their mutual rights and obligations, all as specified and stipulated hereinbelow :-

Therefore it was declared, stipulated and agreed between the parties as follows :

GENERAL ARTICLES

Article 1) The above recitals shall be considered as an integral part of this agreement. This agreement is based on principal to principal basis.

Article 2) Marketing Territory-

The *Company* wishes to grant to the *Dealer* the rights to exclusively distribute, market and sell the products, directly in _____ (hereinafter referred to as *Marketing Territory*) all subject to and in accordance with the terms and provisions of this agreement. The *Company* shall not sell any products directly to anybody during the tenure of this Dealership Agreement.

The *Dealer* undertakes not to solicit orders for products destined for another territory and to set up a branch or warehouse, directly or indirectly, in other territory than that allocated to the *Dealer* for distribution of the products, without prior written approval of the *Company*.

Article 3) Products to be handled :-

The *Company* agrees to grant to the *Dealer* and the *Dealer* hereby agrees to accept from the *Company* the right to exclusively distribute, market and sell in the *Marketing Territory*, the products and spare parts thereof. .

Article 4) Period of Agreement :-

The validity of this agreement shall be from _____ to _____.

Thereafter this agreement shall be renewed with mutual consent.

Article 5) Prices :

The prices quoted by the *Company* and agreed by the *Dealer* are as annexed in the Price List w.e.f. 1st January 2021. The *Company* has agreed to give a discount of _____ (percent) on the list price for the period of this agreement. The prices of the models may vary from consignment to consignment.

Note : The *Company* undertakes to inform the *Dealer* of any price-increase or reductions and to supply the *Dealer* with an updated price-list within two days of any change.

The price of the product in the *Marketing Territory* of _____ shall be determined by the *Dealer* after adding local taxes and transportation charges. However the prices of the *Company's* various products and spare parts thereof in the subject territory, should be competitive.

Article 6) Off-take commitments

The *Dealer* agrees to lift goods worth minimum Rs. _____/- (Rupees _____ only) at the time of signing of this agreement. The *Dealer* has paid an amount of Rs. _____ by RTGS/Cheque/Demand Draft No. _____ dated _____ drawn on _____. Thereafter the *Dealer* shall make all efforts to have an off-take of minimum Rs. _____ every quarter.

Articles 7) Terms of payment and dispatch of goods

The vehicles will be supplied by the *Company* to the *Dealer* against payment of the goods. In case the goods are not in stock with the *Company* the *Dealer* shall place an order by paying an interest free deposit of 50% of the Net Dealer Price (N.D.P.) of the goods and balance on delivery.

Article 8) The *Dealer* shall undertake the advertising of the products in the *Marketing Territory* at his cost. The *Company* shall provide brochures and other promotional material at reasonable cost to the *Dealer*.

Articles 9) The *Dealer* shall not display or sell any products competing the *Company's* product.

Article 10) Both parties shall execute this agreement in accordance with acknowledged business practices and good faith. Such obligation shall extend to include all activities rendered as part of the agreement requirements under generally accepted business practices.

Article 11) It is clearly understood that the goods do not carry any warranty/guarantee or free service. The *Dealer* shall make efforts to solve any minor mechanical problems in the vehicle with assistance of technicians in his territory on chargeable basis at his end. However if he is unable to do so, the *Company* shall depute its representative to solve the problems on chargeable basis. In case of any problem prior to sale at dealer's showroom, the *Company* will replace such defective parts at its cost.

Article 12) Trade Marks :

The *Dealer* shall not remove or alter any trade mark, service mark, etc. on the product or parts there-of supplied by the *Company* or on the package, wrapping, advertisement materials unless otherwise agreed in writing by the *Company*.

The “**Nebula**” trade mark, logo, brand name of the *Company*'s various products and their letter style are the property of the *Company*.

Article 13) The *Dealer* shall obtain from every customer Indemnity Bond in the name of the *Company* in the format required by the *Company* before delivery of vehicle to the customer and send the original document immediately to the *Company*.

Article 14) The parties shall keep strictly confidential and not disclose to any third party, important matters concerning the commercial business and transactions covered in this agreement, as well as information and confidential documents which the parties may have communicated to one another during this agreement's duration, unless this information falls into the public domain or has been duly obtained from a third party.

Article 15) Force Majeure :

Non-performance by one or the other party of its obligations under this agreement, for reasons considering as force majeure in their respective countries or within the *Marketing Territories* such as strikes, civil commotion, fire, storms, floods, war, coup, restrictive Government steps, acts of God, etc. shall not result in indemnity to the opposite party's and/or shall not be invoked in any event as cause of termination of this agreement.

Article 16) This Agreement can be terminated by either of the parties at any time, during the period of agreement by giving 30 (Thirty) days prior written notice to the other party, conveying its intention and justified reasoning to terminate the agreement.

Article 17) Any dispute arising out of or in accordance with this agreement shall be finally settled by Arbitration conducted in English Language. The Arbitration hereunder will be filed in Pune, India.

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Article 18) Subject to the above arbitration, mentioned, this Agreement is subject to exclusive the jurisdiction of Courts in Pune, India.

First Party :

Second Party:

For M/s. NEBULA EXOIRTS,

(Authorised Signatory)