

To,

All the Stockists/Franchises of Dorphyll Healthcare

SUB: TERMS & CONDITIONS FOR PROPAGANDA PRODUCTS STOCKISTSHIP

We are furnishing here below our general terms and conditions for our Stockist ship of Propaganda products.

1. TERRITORY:

- We will fix the territory of your area for which you will be appointed Stockiest under our terms and conditions.
- We are enclosing herewith an information form to fill up by you and to be returned to us duly signed by you under your rubber stamp, if you agree to become our distributor.
- Yours appointment will be made by mutual agreement and willingness and unless entered into an agreement for a specific period, can be terminated by either side by one month's notice to the other.
- Our company offers monopolized area to the dealers who have capacity and capability to sell its product as marketing franchisee associated.
- We will not appoint another Stockiest in the same area for same category of products, while you should maintain your Target & Sincerely.

2. PROMOTIONAL MATERIALS:

- We will provide you Visual Aid, Pen, Description pad, Reminder card and Products card as a promotional material.
- Physician Samples will be regularly available with us and its prices are as per actual cost.
- Physician's Samples, worth 10% of the first order will be supplied free of cost by us as introductory offer. Please note that Additional Physician Samples value will be added by issuing Debit Note. Because, as per Law, we cannot raise invoice for Physician Samples.
- Detailing bags can be supplied by us on chargeable basis. The cost will be Rs. 900/-for bag. Detailing bags will not be supplied by us on free of charge.
- We will not supply any free goods or bonus goods free of charge.
- You will be required to reach a purchase of Rs. 30,000/- per District per month (Minimum 50 products to be promoted) at our billed amounts and thereafter to achieve a rise at 30% in sales every year. The bills will be Prepared for our items as per price list as in force, (PCD PRICE) exclusive of GST. In case of failing not continuing purchase continuously for two months this agreements will get cancelled automatically.

3. PRICE LIST:

- All product lists are available in our web site.
- All Products will be supplied on NET RATE basis only.
- The management will have a right to effect change in prices either way, due to circumstances beyond control or any legal or statutory obligation.

4. TERMS OF PAYMENT:

- First 5 invoices, we shall supply the product against advance payment only.
- From the 6th invoice onwards, we will supply our goods 100% through bank only. We will not supply any goods directly to any Stockiest.
- We will not supply the goods directly to any Stockiest without surety of payment.
- We shall allow 2% discount of net bill value on Advance payment.
- No other payment terms are accepted by us except bank.
- In case of emergency, we will supply the goods directly only up to the value of your deposit amount lying with the Company.
- Interest will not be charged if the Stockiest retires the documents within 30 days from the date of Lorry Receipt.
- Interest will be charged if the documents are retired after 30 days from the date of Lorry Receipt.
- We will not change our Terms of Payment for any Stockiest, because, our billing system is totally Computerized.
- Bank commission and courier charges can be deducted on making payment of bills in one part.
- Rs. 100.00 is to be added to the amount of bills, if payment is made by cheque of a branch which is not online.
- No other discount /commission are deductible.
- Company can appoint additional dealer or take any other decision, if below purchase and timely payment is not made.
- Dealers are given monopoly in operation, if payments and purchases are regularly as per norms.

5. 'G.S.T' TIN:

- We require 'G.S.T' TIN no with your first order
- We will not supply you goods if we will not receive your G.S.T TIN no..
- You have to provide us scanned copy of your GST Tax Registration Certificate and the Drug License Certificates by email to sales@dorphyll.com

6. DEPOSIT:

- We require minimum Rs. 5000/- as a Security Deposit and for the same, we will pay 9 % Interest per annum. This Security Deposit is refundable.
- We will not supply your first order until we receive security deposit amount of Rs. 5,000/- from you.
- We require Security Deposit Amount of Rs. 5,000/- by Demand Draft or Advance Payment to our all India C/F
- Against this Rs.5,000/- we will provide
 - Visual Aid
 - Brochure
 - Product Card
 - Flyers
 - Catch Covers
 - Other promotional material
- If any of our Stockiest requires goods directly, in that case, we accept Rs. 25,000/- to Rs. 1,00,000/- as a Security Deposit Amount and we will pay interest as per RBI rules.

7. TRANSPORT:

- Goods will be supplied through a reputed transport that has their own branch in Bengaluru and in your town also.
- If direct transport facility is not available for your town then we will supply our goods to your nearest town and it will be Stockiest's responsibility to collect the goods from the transport at his own cost. We will not reimburse the expenses incurred by Stockiest to take the goods from nearest town to his own town.
- Freight is paid by the company on all consignments of Rs. 10,000/- and above. Consignments below Rs. 10,000/- will be sent by TO PAY G.R's and freight @ 1% of value of bill will be discounted in bill as freight discount.
- Goods shall be dispatched through requested post parcel, speed post, courier, air cargo, and transport at the cost of party for urgent supply. The dispatch will be made by the party's choice

8. BREAKAGE CLAIM:

- Breakage claim will be considered only if we receive Breakage goods like cap, broken bottles or labels within 60 days from the date of LR Receipt.
- We also require breakage intimation from you within 30 days from the date of LR Receipt. Without Breakage Intimation, we will not entertain your Breakage Claim which may please be noted.

- In Breakage the claim must be filled by you with us within 30 days from the date of dispatch of goods (i.e. the date of the LR), giving particulars of name of products involved, batch number, pack size, quantity invoice number and date and return the damaged products in their original packing at your cost. Our dated claims will not be accepted.

9. EXPIRY DATE AND NON-MOVING GOODS:

- We will not accept any return goods of expiry, non-moving items supplied by us under Propaganda Stockiest Terms and Conditions.

10. ORDER:

- You can place your order by call/Whatsapp to +91 98860 68550 or email the order at sales@dorphyll.com
- Kindly place your order in written format E.g. email / sms etc to avoid any sort of miscommunication.
- Always mention your requirement for promotional material in the order. Do not depend upon company executives to send you promotional material automatically. It is better if you mention quantity wise requirement of samples, catch covers, leavebehind cards, gift items etc.
- Kindly keep tracks of the circulars (about new products) being issued by the company from time to time and try to include new products in your upcoming order.
- Do not deal in cash with any of our marketing executive and in case you make cash payment, always insist for a cash receipt.
- We always welcome your suggestions for:
 1. Introducing new products.
 2. Improving presentation of products.
 3. Changing M.R.P as per latest market demand

11. ORDER VALUE:

We will not supply the orders worth less than Rs. 5000/-

12. JURISDICTION:

For any kind of Dispute, Jurisdiction will be Bengaluru Court only.

Any dealings/NOC matters with Local/ State/ National Chemists Association, if required shall be managed by you at your own cost