



RAJSON AGRO ENGINEERS

ADD : Near Octroi Post, Jagera Road, Ahmedgarh, Punjab, INDIA

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Website: www.sprayman.com

APPLICATION FOR DEALERSHIP

1.0	Name of the Organisation		
1.1	Name of Contact Person		
1.2	Telephone (with STD Code)/ Mobile		
1.3	E-mail ID		
1.5	GST No.		
1.6	Class of Organisation (Tick whichever is applicable)	Proprietary/ Partnership/ Private Ltd./ Public Ltd./ Govt. Sector/ Others	
1.7	Registered Address		
		Dist.: Pin Code: State:	
1.8	Address of Office/ Workshop/ Godown (if any)		
1.9	Bank Detail	Bank Name:	
		Branch Address:	
		Account No.:	
		IFSC Code:	
2.0	Present Experience in Agri. Products		
2.1	Please indicate below the potential demand:		
	4 Stroke Power Sprayer <input type="checkbox"/>	2 Stroke Power Sprayer <input type="checkbox"/>	Electric Sprayer <input type="checkbox"/>
	Portable Sprayer <input type="checkbox"/>	Tractor Mounted Sprayer <input type="checkbox"/>	Trolley Sprayer <input type="checkbox"/>
	Turbo Automizer <input type="checkbox"/>	High Pressure Pump <input type="checkbox"/>	Boom Sprayer <input type="checkbox"/>
	Brush Cutter <input type="checkbox"/>	Power Tiller (Petrol/Diesel) <input type="checkbox"/>	Earth Augher <input type="checkbox"/>
	Power Wedder <input type="checkbox"/>	Diaphragm/ HTP Pump <input type="checkbox"/>	Chainsaw <input type="checkbox"/>
	Hand Sprayer <input type="checkbox"/>	Any Other(s) <input type="checkbox"/>	
2.2	Any other information you like to furnish:		
3.1	SECURITY AMOUNT (REFUNDABLE SUBJECT TO T&C)		
3.2	CHEQUE OR DD No. & BANK NAME		

Date: _____

Signature: _____

AGREEMENT ON SALE & PURCHASE
OF RAJSON AGRO ENGINEERS FOR
DEALERSHIP

BUYERS NAME-

AGREEMENT ON SALE & PURCHASE OF RAJSON PRODUCTS (RAJSON AGRO ENGINEERS & _____.)

THIS AGREEMENT, made and entered into on the.....(DATE) by and between RAJSON AGRO ENGINEERS, having its Registered office at JAGERA ROAD,AHMEDGARH-148021 PUNJAB (hereinafter referred to as "**SELLER**" - which expression unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) represented through it's authorized representative – **Mr. MUNISH KUMAR, Prop. & CEO**, who has been authorized to sign and execute the agreement on SELLER behalf.

AND

M/s a corporation duly organized and existing under the laws of India and having its principal place of business(hereinafter referred to as "**BUYER**" – which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns) represented through it's authorized representative Mr. who has been authorized to sign & execute the agreement on BUYER behalf,

WITNESSETH:

WHEREAS, SELLER has been engaged as an Exclusive Distributor/ MANUFACTURER/ IMPORTER/OEM/DEALER in India for Power Products bearing various trademarks and SELLER is in the business of import, distribution, selling and servicing of a variety of POWER PRODUCTS. SELLER desires to sell certain models or types of products to BUYER as a component to BUYER's products; and

WHEREAS, BUYER is engaged in the business of manufacturing, assembling and selling of products (hereinafter referred as PRODUCT) to their clients in India and desires to purchase from SELLER such Power Products, as a component for BUYER's PRODUCTS, NOW, THEREFORE, in consideration of mutual promises and covenants set forth herein, the receipt and sufficiency of which have been hereby acknowledged, SELLER and BUYER hereby agree as follows:

Article 1(Defination)

Unless otherwise clearly required by the context, the following terms as used in this Agreement shall have the respective meanings as defined below:

- (i) The term "**POWER PRODUCTS**" shall mean such products in which the SELLER deals or will deal in future;
- (ii) The term "**INDIVIDUAL CONTRACT**" shall mean an individual sales contract or a Quotation referred to in Article 2.2 hereof as "INDIVIDUAL CONTRACT"; and
- (iii) The term "**PARTY**" shall mean either SELLER or BUYER and when used in plural form both SELLER and BUYER.
- (iv) The term "**FOREX Rate**" means Foreign Currency Rate prevailed in the Country and used by SELLER for importing the "Products".

Article-2 (Purport of Agreement)

2.1 Subject to the terms and conditions herein contained, SELLER agrees to sell to BUYER, and BUYER agrees to purchase from SELLER, the POWER PRODUCTS for the purpose of **selling in India**.

2.2 Each particular sale and purchase of the POWER PRODUCTS shall be effected in accordance with the terms and conditions of an individual sales contract or a Quotation in Indian Currency for the POWER PRODUCTS (hereinafter referred to as the "INDIVIDUAL CONTRACT") to be entered

into from time to time between the PARTIES hereto pursuant to Article 3 hereof, in addition to the terms and conditions specifically set forth herein. The provisions of this Agreement shall be applicable to all INDIVIDUAL CONTRACTS, and if there is an express inconsistent or contrary provision in the INDIVIDUAL CONTRACT, the provision in this Agreement shall have precedence over the provision in the INDIVIDUAL CONTRACT.

Article-3 (Order and Acceptance)

3.1 A firm order for the POWER PRODUCTS shall be placed by BUYER with SELLER. The quantity, model, type, options and color of the POWER PRODUCTS desired by BUYER shall be specified in the firm order.

3.2 If SELLER notifies BUYER of its acceptance of BUYER's firm order under Article 3.1 above within four (04) working days from its receipt of such order, an INDIVIDUAL CONTRACT for the POWER PRODUCTS covered by such order shall become effective between the PARTIES hereto at the time when SELLER gives such notice to BUYER.

If considered appropriate, BUYER or SELLER may send a firm order or a notice of acceptance by means of fax or an electronic system approved by SELLER. The order or the notice so sent by fax or the electronic system shall promptly be confirmed through mail by the PARTY sending such order or notice; provided, however, that the order and the notice shall bind the PARTIES hereto when sent by fax or the electronic system and shall not be affected by failure of confirmation by mail.

Article-4 (Prices)

4.1 Prices of the POWER PRODUCTS sold by SELLER to BUYER hereunder shall be established on following term of business:-

- (i) For High Sea Sales - F.O.B. / C.I.F. basis;
- (ii) For Bond to Bond Sales - C.I.F. plus Port Cost basis;
- (iii) Normal Sales – Ex-Ahmedgarh, or as per mutual understanding between SELLER and BUYER

and this shall be based upon SELLER's QUOTATION – which to be submitted to BUYER from time to time in writing. The business terms listed in 5.1 (i) and 5.1 (ii) will strictly be followed as per the Indian Custom Rules & Regulation and Foreign Exchange Regulation by PARTIES.

4.2 SELLER may change from time to time any of the prices specified in said quotation list whenever SELLER deems it necessary to do so in light of, for instance, a change in the design or specifications of any POWER PRODUCTS, an increase in the manufacturing cost of any POWER PRODUCTS, a change in the economic situation (including international exchange rate) and/or other similar events, e.g. Govt. Policy, Duty & Taxes etc.

4.3 In case the SELLER sells the goods on High Seas, the post sell Custom Clearance Cost, Custom Duty, other taxes, transportation cost etc., shall be borne by the BUYER.

Article-5 (Terms of Payment)

Payment of the prices of the POWER PRODUCTS sold by SELLER hereunder shall be made by BUYER through transfer of Bill Amount in Indian Rupees to SELLER Account in the Bank,

(a) In case of High Sea Sales or Custom Bond to Bond Sales, within fifteen (15) working days before arrival of ordered POWER PRODUCTS to Indian Port, SELLER will raise & submit the Commercial Invoice with other documents to BUYER for 100% payment within ten (10) working days from the date of Commercial Invoice or at least six (06) working days before arrival of ordered POWER PRODUCTS at Indian Port.

(b) In case of normal sales, **100% payment in advance** before dispatch of POWER PRODUCTS from SELLER Warehouse and SELLER will submit a Proforma Invoice to BUYER for making payment within ten (10) working days from the date of Proforma Invoice.

(c) To protect the FOREX Rate variation, SELLER will submit the Quotation in Foreign Currency (US Dollar or Japanese Yen) and at the time of raising the Commercial Invoice for collection of payment from BUYER, if FOREX Rate variation is more than + 2% (plus minus two percent) between the Quotation & Billing rate, the Quotation Price will be actualized, adjusted & calculated in Indian Rupees for billing / payment purpose on the basis of prevailing Banking Rate.

(d) To protect the **SELLER's** financial risk in both the above kind of transaction, **BUYER** will furnish

a Bank Guarantee, at their own cost, of equivalent amount of Contracted Value and / or more than the value of POWER PRODUCTS and will submit the same to SELLER while ordering the POWER PRODUCTS for production at SELLER plant. Such Bank Guarantee should be valid for entire period of the individual order or this agreement and SELLER will ensure that at the time of billing of ordered POWER PRODUCTS to BUYER, the said Bank Guarantee is valid and the billing value does not exceed the Bank Guarantee amount.

Article-6 (Delivery)

The POWER PRODUCTS specified in each INDIVIDUAL CONTRACT shall be delivered as per the contract only and detailed as below:-

(i) High Sea Sales, the goods will be delivered at High Sea on term of F.O.B. / C.I.F., seaport (Chennai/Mumbai)

(ii) Custom Bond to Bond Sales, the goods will be delivered at Custom Bond area on term of CIF + Port Cost basis before the Custom Clearance,

(iii) Normal sales, the goods will be delivered to BUYER Warehouse in.....

..... or other Warehouse as per BUYER requirement basis without Octroi / Entry Tax – which will be borne by BUYER.

In above types of sales, the delivery of goods will not be later than the date of delivery which shall be determined in each INDIVIDUAL CONTRACT, subject to available BUYER's accepted INDIVIDUAL CONTRACT / QUOTATION with SELLER, and subject to the availability of sea vessel or air services for shipment of such POWER PRODUCTS by the SELLER. If there is a fear of delay in delivery by such time limit, SELLER shall immediately notify BUYER thereof, and shall consult with BUYER about how best to deal with the situation.

Article-7 (Packing and Cargo Insurance)

7.1 SELLER will ensure adequate packaging for the POWER PRODUCTS in such method as SELLER may consider sufficient to protect the quality of the POWER PRODUCTS in transit under normal conditions.

7.2 SELLER on behalf of the BUYER shall be responsible for providing and maintaining all applicable cargo insurance with a sufficient amount of coverage for the POWER PRODUCTS in transit from Port of Loading to Place of Delivery as per individual contract. The insurance cost will be borne the by BUYER and SELLER will in build the cost in their Pricing.

Article-8 (Title and Risk)

Title to and ownership of the POWER PRODUCTS sold to BUYER hereunder shall pass to BUYER at the moment when the BUYER pays the SELLER bill as per the payment terms in Article 6 and signed the High Sea Sales Agreement with the SELLER or Bond to Bond Sales Agreement and/or SELLER raises the bill in case of Normal Sales. However, in case of High Sea Sales and Custom Bond to Bond Sales, BUYER will arrange the custom clearance, transportation of goods to BUYER's Warehouse at their own. All expanses related with above activity will be borne by the BUYER.

Article-9 (Receipt and Inspection)

9.1 SELLER is responsible to cover the ordered POWER PRODUCTS through a Transit & Marine Insurance Policy for the following and Insurance Cost will be inbuilt in the prices of POWER PRODUCTS offered by SELLER to BUYER :-

(i) High Sea Sales: Port of Shipment to Delivery Port in case of CIF Terms other term (F.O.B.), BUYER will arrange the Insurance of the POWER PRODUCTS;

(ii) Bond to Bond Sales: Port of Shipment to the Custom Bond area at Delivery Port in India.

(iii) Normal Sales: Port of Shipment to BUYER's Warehouse in India.

In case of (i) and (ii), BUYER shall take the necessary Transit Insurance of the goods from Delivery Port / Custom Bond Area to BUYER Warehouse.

9.2 Upon BUYER's receipt of POWER PRODUCTS at Delivery Port / Custom Bond Area / BUYER warehouse in as mentioned in Article 7 or other places, as per BUYER's requirement, BUYER shall immediately inspect the POWER PRODUCTS so received and make claims, if any, in accordance with the provisions set forth below.

(i) BUYER shall have five (02) working days from its receipt of the POWER PRODUCTS from

SELLER at their premises to inspect the POWER PRODUCTS physically & tally the Quantity received with Quantity Ordered.

(ii) In case BUYER discovers any transit damage or transit loss or a deficiency in the quantity of or a defect in such POWER PRODUCTS through the inspection, BUYER shall, during such five (02) working days period, file the claim with Insurance Company for any transit damage or loss etc. and send a copy to SELLER.

(iii) In case it is recognized by SELLER that such deficiency or defect in the POWER PRODUCTS is attributable to any cause before the shipment of goods from SELLER's place, then SELLER will inspect the goods at BUYER's place and submit a detailed report/claim to SELLER and that the reports/claims made in the required form are reasonable and appropriate, then SELLER shall gratuitously, that is without cost to SELLER & BUYER, supply to BUYER with such number of the POWER PRODUCTS as may make up such a deficiency, replace or repair the defective POWER PRODUCTS with the POWER PRODUCTS or its parts of good quality, or give a credit to BUYER covering the amount for the POWER PRODUCTS in issue as the case may be.

(iv) In the event that no claim is submitted by BUYER to SELLER during said five (02) working days period after receipt by the BUYER, BUYER shall be deemed as having admitted that the POWER PRODUCTS have been delivered to BUYER in proper quantity, quality and free of defects, and SELLER & SELLER shall thereafter be exempted from all liabilities and warranties regarding the quantity and quality of such POWER PRODUCTS.

(v) BUYER shall follow the Warranty Claim instructions with regard to how to deal with defective POWER PRODUCTS for which POWER PRODUCTS of good quality have been supplied to BUYER.

Article-10 (Limited Warranties)

10.1 SELLER shall provide the limited warranties for the POWER PRODUCTS which shall commence at the time when the BUYER's PRODUCTS are sold to the end users of the PRODUCTS in accordance with SELLER's warranty policies and warranty conditions that SELLER furnishes to BUYER through SELLER in writing from time to time.

10.2 If and when so requested by BUYER in writing, SELLER shall conduct a service campaign with regard to the POWER PRODUCTS having quality concerns in accordance with the instructions given by SELLER from time to time at the cost of BUYER jointly with SELLER.

10.3 Nothing contained in this Agreement shall prevent BUYER or its dealers from providing additional warranties to users of the final PRODUCTS at their own cost and responsibility.

Article-11 (Service)

11.1 BUYER shall ensure to establish and maintain its service network for their complete PRODUCTS at its sole risks and expenses, and SELLER shall be under no obligation to establish or maintain the service network for the PRODUCTS or the POWER PRODUCTS; provided, however, that SELLER may allow BUYER, its dealers and customers to access to SELLER's existing service network available in the region – where PRODUCT is sold.

11.2 SELLER's nominated company agrees to sell to BUYER, and BUYER agrees to purchase from SELLER's nominated company, the parts for the POWER PRODUCTS for aftermarket repair or replacement (hereinafter referred to as the "SERVICE PARTS"), except as otherwise specifically provided herein, all the terms and conditions applicable to the POWER PRODUCTS may not apply *mutatis mutandis* to the SERVICE PARTS.

11.3 BUYER shall not sell or use, or knowingly cause or permit any of its dealers to sell or use, any parts different from the SERVICE PARTS (such different parts hereinafter being referred to as the "NON-GENUINE PARTS") for the repair or replacement of the POWER PRODUCTS.

11.4 BUYER shall indemnify and hold harmless SELLER & SELLER, SELLER's affiliates and subsidiaries, employees, directors, officers, agents and any supplier to SELLER from any liabilities and damages arising out of or in connection with the use by BUYER and its dealers of the NON-GENUINE PARTS. BUYER shall cause its dealer to undertake corresponding obligations imposed upon BUYER under this paragraph.

Article-12 (Warnings and Owner's Manuals)

BUYER shall ensure that the complete PRODUCTS should be delivered to their distributor, dealer or customer along with the Owners' Manual for the ENGINE, issued by the SELLER and has been supplied by the SELLER with the ENGINE, in the packaging of the PRODUCTS and shall not remove, alter, conceal or otherwise impair the warnings affixed on the POWER PRODUCTS or included in the owner's manual.

Article-13 (Resale by Buyer)

13.1 BUYER will not directly or indirectly sell, consign, export or otherwise dispose of the PRODUCT and the SERVICE PARTS to any person or company, who BUYER has a reason to believe will distribute or cause to be distributed the same in a country in which the POWER PRODUCTS incorporated therein have not been certified for compliance with the applicable mandatory regulation.

13.2 BUYER will not directly or indirectly sell, consign, export or otherwise dispose of the POWER PRODUCTS and the SERVICE PARTS to any person or any company unless such disposition is made for the purpose of servicing of the PRODUCTS by such person for BUYER.

13.3 Except in response to unsolicited requests from potential purchasers, BUYER will not sell, consign, export or otherwise dispose of the POWER PRODUCTS and the SERVICE PARTS to any person outside of INDIA, if SELLER or SELLER has appointed a distributor for the POWER PRODUCTS and the SERVICE PARTS on an exclusive basis in the country or territory in which such person resides or exists.

13.4 Whenever BUYER desires to sell, consign, export or otherwise dispose of the PRODUCTS notwithstanding Articles 14.1 above, BUYER shall notify SELLER in writing of its intent to do so and SELLER may negotiate the terms and conditions for the sale of the POWER PRODUCTS and the SERVICE PARTS which have been certified for compliance with the applicable regulations of the destination countries; provided, however, that this provision shall not be construed to give BUYER the right to purchase the POWER PRODUCTS and the SERVICE PARTS for any and all destination countries and SELLER specifically reserves the right to not sell to BUYER certain models, types, options or colors of the POWER PRODUCTS and the SERVICE PARTS.

13.5 BUYER shall, at BUYER's costs and expenses, recall, repurchase or otherwise retrieve the PRODUCTS which have been sold, consigned, exported or otherwise disposed of directly or indirectly, with or without fault on the part of BUYER and notwithstanding of Article 14.1 above in a country in which the POWER PRODUCTS incorporated therein have not been certified for compliance with the applicable mandatory regulation; provided, however, that if SELLER chose to so retrieve the PRODUCTS or the POWER PRODUCTS incorporated therein, then BUYER shall reimburse the costs and expenses incurred by SELLER in such retrieval.

13.6 **Resale Restrictions and Penalty:** Buyer acknowledges that the purchase of the PRODUCTS and SERVICE PARTS is intended for retail purposes only. Buyer agrees not to engage in wholesale activities or distribute the PRODUCTS and SERVICE PARTS to wholesalers, distributors, or any entity involved in large-scale distribution. In the event that Buyer is found to be wholesaling the PRODUCTS in violation of this agreement, Buyer's dealership security shall be forfeited, and Buyer shall be liable to pay a fine of INR 5,00,000 (Five Lakh Indian Rupees) to the Seller as a penalty for breach of this agreement.

Article-14 (No Modification by Buyer)

BUYER agrees, in view of the situation, that as these POWER PRODUCTS have been manufactured by SELLER especially for BUYER so as to generally comply with the applicable safety, environmental and other regulations prevailed in the country, that it shall be prohibited from changing or modifying the POWER PRODUCTS by anyone without the prior written consent of SELLER and SELLER.

Article-15 (Discontinuance and Design Change)

SELLER may discontinue the manufacture or sale of the POWER PRODUCTS or make changes to the specifications, design or construction of the POWER PRODUCTS without giving BUYER a prior notice nor incurring any obligation whatsoever to BUYER; provided, however, that SELLER through SELLER shall give a reasonable prior notice to BUYER for such discontinuance or changes when SELLER believes in its sole judgment that such discontinuance or changes may substantially affect BUYER's ability to incorporate the POWER PRODUCTS into the PRODUCTS.

Article-16 (Limitation on Seller's Liability)

- 16.1 Except as specifically stated herein, SELLER does not give any warranty with respect to the POWER PRODUCTS purchased by BUYER from SELLER, express or implied or arising from Trade Custom or otherwise, to BUYER, its distributors and dealer and purchasers or users of any other PRODUCTS, in or for which such ENGINE are used, and to any other person, firm and corporation. SELLER's liability regarding the deficiency or defect of the ENGINE as set forth in Article 10 hereof and SELLER's obligation regarding the limited warranty as set forth in Article 11 hereof are the only and exclusive liability and obligation of SELLER regarding the quality of the ENGINE sold by SELLER hereunder. The limited warranty of SELLER hereunder is in lieu of all other warranties, express, implied or statutory, including the warranty of merchantability and the warranty of fitness or suitability for a particular purpose and of all other obligations or liability on SELLER or SELLER part, and SELLER's limited warranty hereunder does not constitute an assumption by SELLER of, or an authorization of BUYER of any other person to assure for SELLER or SELLER, any other liabilities in connection with the POWER PRODUCTS or the use of other disposition thereof. SELLER and SELLER shall in no event be liable for special, incidental, consequential or punitive damages in connection with the products sold to BUYER hereunder, and BUYER shall indemnify and hold SELLER & SELLER harmless from and against all claims for damages brought by any third parties in connection with such PRODUCT.
- 16.2 BUYER acknowledges that SELLER's confirmation of compatibility of the POWER PRODUCTS with the PRODUCTS, if such confirmation has been done, merely represents that the intended use of the POWER PRODUCTS falls within the range of specifications of the POWER PRODUCTS and shall in no event be regarded as SELLER's approval or endorsement of safety or other performances of the PRODUCTS or any waiver of SELLER's and SELLER's rights under Article 16.1 above.

Article-17 (Intellectual Property Rights)

- 17.1 BUYER will not sell, market, manufacture, or otherwise use directly or indirectly
- (i) any POWER PRODUCTS or components thereof that infringes the copyrights, trademarks, trade dress, patents, utility models, design patents, or know-how (hereinafter collectively referred to as the "INTELLECTUAL PROPERTY RIGHTS") with regard to the POWER PRODUCTS, and
 - (ii) any components of the POWER PRODUCTS that infringes the INTELLECTUAL PROPERTY RIGHTS of any third party.
- Either PARTIES shall, immediately after it becomes known to such PARTY, notify the other PARTY in writing of any infringement or illegal use of the INTELLECTUAL PROPERTY RIGHTS with regard to the POWER PRODUCTS, or any imitation of the POWER PRODUCTS, made or done by any person, or of any statements or actions disputing or contesting SELLER's interest in and title to any of the INTELLECTUAL PROPERTY RIGHTS with regard to the POWER PRODUCTS and/or any components thereof made or done by any person.
- 17.2 In the event SELLER deems it necessary to take any action for the protection against infringement of any of the INTELLECTUAL PROPERTY RIGHTS with regard to the POWER PRODUCTS, SELLER may, and BUYER shall upon request of SELLER through SELLER and at the expense of SELLER, take all such action as may be deemed necessary to insure such protection.
- 17.3 SELLER shall not be responsible to BUYER (i) for such infringement of any INTELLECTUAL PROPERTY RIGHTS of any third party as may be caused as a result of or in connection with the manufacture, use, sale or other disposition of the PRODUCTS or the POWER PRODUCTS, and (ii) for damages or expenses involved in any proceeding based on such infringement.

Article-18 (Indemnification)

- 18.1 BUYER shall indemnify and hold SELLER & SELLER harmless from and against any and all claims, losses and/or actions of any kind whatsoever that may arise out of the manufacture, use or sale by BUYER of, or other dealings by BUYER in, the PRODUCTS.
- 18.2 Should there occur any claim as to the quality or performance of the PRODUCTS manufactured by BUYER or any other complaint regarding such PRODUCTS, BUYER shall at their own expense take proper measures to settle such claim or complaint and shall, as requested by SELLER or as deemed necessary by BUYER for SELLER, report to SELLER any such claim or complaint and the measures so taken.
- 18.3 BUYER shall, either during the term of this Agreement or thereafter, be solely responsible to

the users of the PRODUCTS for the repair services rendered and the limited warranty extended to them in respect of such PRODUCTS.

18.4 SELLER represents that it shall make efforts to take all reasonable procedures for maintaining the INTELLECTUAL PROPERTY RIGHTS in effect and valid pursuant to its internal policies, but SELLER makes no other representation or warranty, nor assumes any obligation to BUYER, as to the effectiveness or validity of the INTELLECTUAL PROPERTY RIGHTS embodied in the POWER PRODUCTS.

18.5 BUYER shall, during the term of this Agreement and a reasonable period thereafter wherein the PRODUCTS are expected to remain in active service, maintain sufficient reserves or insurance to satisfy its obligations to indemnify and hold harmless SELLER under this Agreement, and shall present to SELLER the certificate of such insurance upon SELLER's reasonable request.

Article-19 (Trademarks)

19.1 "SELLER" is registered trade mark of SELLER hence, BUYER shall not use the above on BUYER's PRODUCT or BUYER's Sales Promotion Materials (viz. Poster, Banner, Packing Material, Printed leaflets & other Materials, Wall Paintings, Electronic Media etc.). BUYER shall use their own trademarks in the manufacture and sale of the PRODUCTS; provided, however, that SELLER hereby grants BUYER the right to use certain trademarks of SELLER for the purpose of use in PRODUCT & Sales Promotion Materials in accordance with a separate agreement to be entered into between the PARTIES. The SELLER is authorized by HONDA for use of the trademark "Powered by HONDA".

The SELLER hereby grants BUYER the right to use the trademark "SPRAYMAN OR RAJSON OR SINGH POWER" for the purpose of use in PRODUCT & Sales Promotion Materials with prior written approval of the artwork.

19.2 Except as otherwise granted in Article 19.1 above, BUYER shall not use, employ or register, or cause or permit to be used, employed or registered, in any manner any of the trademarks, trade names, brands, service marks or other business indications which SELLER from time to time owns or controls, or any trademarks, trade names, brands, service marks or other indications similar to the above trademarks, trade names, brands, service marks or other indications, whether registered, recorded or not, or whether used, employed, registered or recorded singly or in combination with any other trademarks, trade names, brands, service marks or indications.

19.3 BUYER shall not remove or alter any trademark, trade name, brand, service mark or other business indication affixed or indicated on the POWER PRODUCTS or on their packages, wrappings, advertisements and materials, nor make any addition to such trademark, trade name, brand, service mark or other indication, unless otherwise directed by SELLER in writing. In this regard, nothing herein contained shall be construed as preventing BUYER from identifying itself by using its trademark, trade name, service mark or other identification for or in connection with the PRODUCTS.

Article-20 (Governmental Approval and Certification)

20.1 BUYER shall solely be responsible for obtaining any and all necessary governmental approvals or certifications, country specific, for the PRODUCTS & ENGINE in countries in which BUYER intends to sell & service or sell the PRODUCTS including, but not limited to, certification for compliance with the emission or safety standards in effect in the relevant countries. However, for Certification of ENGINE, if not certified by SELLER, to meet the country specific law, SELLER will jointly extend their technical support, arrange testing of complete ENGINE at SELLER's Laboratory at cost sharing basis.

20.2 SELLER may, upon BUYER's reasonable request and the terms separately agreed upon, assist BUYER in obtaining such approvals or certifications as set forth in Article 21.1 above.

Article-21 (Term of Agreement)

This Agreement shall become effective on BUYER & SELLER from the date of signing this Agreement, and shall continue in full force and effect for a period of one(01) year, and shall thereafter be automatically renewed for successive period of years; provided, however, that this Agreement may be terminated by either PARTY at the end of the initial one (01) year period or at the end of any subsequent renewed period by written notice to that effect given to the other PARTY at least three (3) months prior to the expiration of the initial one (01) year period or any subsequent renewed period.

Article-22 (Earlier Termination)

22.1 If either PARTY defaults in the performance of any of its obligations under this Agreement and does not cure such default within thirty (30) days following the giving of notice pursuant to Article 26 hereof by the other PARTY requesting that PARTY in default to cure the default, then the PARTY giving such notice may forthwith terminate this Agreement by giving the PARTY in default a written notice to that effect.

22.2 If either PARTY should (i) transfer the whole or an important part of its business, (ii) go into liquidation, (iii) merge with any other company, (iv) become bankrupt or insolvent, (v) become controlled directly or indirectly by any other company or entity not agreeable to the other PARTY, or (vi) change significantly in its management or financial conditions, then the other PARTY shall have the right to terminate this Agreement forthwith.

22.3 The PARTY in default under Article 23.1 above or the PARTY responsible for causing the event leading to the earlier termination of this Agreement under Article 23.2 above shall on demand pay to the other PARTY any and all costs, damages and expenses incurred by said other PARTY in respect of such default or event, as the case may be.

Article-23 (Force Majeure)

23.1 Neither PARTY nor SELLER shall be responsible for failure or delay in the performance of any of its obligations hereunder due to any cause or causes not imputable to it, such as natural disaster, war, insurrection, epidemic, revolution, riot, terrorism, governmental restriction or so forth. If either PARTY is prevented by such cause or causes from performing its obligations under this Agreement, such PARTY shall promptly notify the other PARTY & SELLER to that effect.

23.2 In the event of such cause or causes have continued to exist for a six (6) month period or more, either PARTY can terminate this Agreement by giving a (3) three months notice to this effect in writing to the other PARTY.

Article-24 (Assign ability)

Neither this Agreement nor any rights or duties under this Agreement shall be assignable, delegable or transferable, directly or indirectly, by either PARTY without the prior written consent of the other PARTY. Notwithstanding the foregoing, either PARTY can assign, delegate or transfer this Agreement or any rights or obligations hereunder to its parent company or any of its wholly-owned subsidiaries with the prior written consent of the other PARTY.

Article-25 (Notice)

25.1 All notices, reports, requests, demands and other communications under or in connection with this Agreement or any other agreements entered into between the PARTIES hereto in connection with this Agreement shall be written in the English language and shall be sent by registered mail, postage prepaid and addressed as follows, and all the notices shall be deemed to have been given on the date when deposited in the post.

To SELLER: M/s RAJSON AGRO ENGINEERS, JAGERA
ROAD, AHMEDGARH DISTT-
SANGRUR PUNJAB 148021

To BUYER:

25.2 Notwithstanding the provision of Article 26.1 above, urgent notices may be given by facsimile addressed as follows, and placement of firm orders and their acceptance under Article 3 hereof may be made by the electronic system approved by SELLER. Such notices shall be deemed to have been given at the time when the facsimile or electronic communication is dispatched.

To SELLER: E-Mail : salesrajson@gmail.com

MOBILE- 7508669135, 7901950389

To BUYER: E-Mail : _____

MOBILE-

25.3 Either PARTY may change its address or facsimile number or E-Mail ID for the purpose of this Article 25 by notice given to the other PARTY in the manner set forth above.

25.4 In the event SELLER designates another addressee for each purpose of the notices, BUYER shall, notwithstanding the provision of Article 26.1 above, send the notices to such addressee so designated.

Article-26 (Entire Agreement)

This Agreement constitutes the entire agreement between the PARTIES hereto with respect to the subject matter of this Agreement and supersedes all previous negotiations, agreements and commitments (if any) and shall not be changed or modified in any manner, except by instruments signed by duly authorized representatives of both PARTIES.

Article-27 (No Implied Waiver)

No waiver of any provision, right or remedy on any one or more occasions under this Agreement or any other agreements entered into between the PARTIES hereto in connection with this Agreement shall constitute a waiver of the same or any other provision, right or remedy on any other occasion.

Article-28 (Separability)

Should any provision of this Agreement or any other agreements entered into between the PARTIES hereto in connection with this Agreement be or become invalid or unenforceable under any applicable law or violate any applicable law, the remainder of this Agreement or such other agreements shall be valid and binding as if such provision were not included therein, unless the invalid or unenforceable or violating provision comprises an integral part of, or is otherwise inseparable from, the remainder of this Agreement or such other agreements, in which case both PARTIES shall attempt to agree on a provision which is valid and enforceable and not in violation of law and as similar as possible to the original provision; provided, however, that if both PARTIES do not so agree within sixty (60) days after the provision has been ruled invalid or unenforceable or violating, then either PARTY shall have the right to immediately terminate this Agreement or any other applicable agreement by giving the other PARTY a written notice to that effect.

Article-29 (Confidentiality)

29.1 For the purpose of this Article 30, the term "CONFIDENTIAL INFORMATION" refers to all information proprietary to a PARTY and not generally known in the industry that is disclosed to or learned by the recipient PARTY in connection with this Agreement and clearly marked or identified as confidential or proprietary, whether or not reduced to writing excluding any information which:

- (i) is lawfully known to the receiving PARTY before its receipt thereof;
- (ii) is learned by the receiving PARTY from a third party entitled to disclose the same;
- (iii) becomes publicly known other than through the actions of the receiving PARTY, or
- (iv) is required by law or court order to be disclosed by the receiving PARTY.

Each PARTY hereby agrees that all CONFIDENTIAL INFORMATION communicated to it by the other PARTY or its affiliates, whether before or after the effective date hereof, shall be and was received in strict confidence, shall be used only for purposes of this Agreement, and shall not be disclosed without the prior written consent of the other PARTY.

Article-30 (Survival)

Termination of this Agreement for any reason shall not release either PARTY from any liabilities or obligations already performed during the agreement tenure or remain to be performed or by their nature would be intended to be applicable following any such termination.

Article-31 (Arbitration)

Any and all disputes, controversies, or differences which may arise between the PARTIES, out of or in relation to or in connection with this Agreement shall be amicably settled by negotiation. If settlement by negotiation is not effectuated, such disputes, controversies, or differences shall be settled by arbitration. The above arbitration shall take place in New Delhi in accordance with the Arbitration and Conciliation Act, 1996. The arbitrators' award shall be final and binding upon Parties

Article-32 (Trade Terms and Governing Law)

The trade terms in this Agreement and in the INDIVIDUAL CONTRACTS, such as F.O.B. / C.I.F. / F.O.R. etc., shall be construed in accordance with the provisions of the INCOTERMS 2000 unless otherwise provided herein or in the INDIVIDUAL CONTRACTS or expressly agreed upon between the PARTIES hereto in writing. In all other respects, the terms of this Agreement and the INDIVIDUAL CONTRACTS and the performance hereunder or it shall be governed by and construed in accordance with the laws of India.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to affix their respective signatures unto two originals of this instrument the day and year first above written.

FOR SELLER,

M/S RAJSON AGRO ENGINEERS

MR. MUNISH KUMAR

PROPRIETOR

DATE-.....

FOR BUYER,

M/S.....

MR.....

.....

DATE-.....