

DISTRIBUTOR/ DEALER AGREEMENT

This Distributor/ Dealer agreement is made on this ____ th day of _____ 20____ at Hyderabad, Telangana State, India

BETWEEN

M/s. BlueLife TechnoSciences India Private Limited, a registered and existing under the Laws of Indian Companies Act, 2013 having its registered office and place of business at 1-10-63 & 64, Chikoti Gardens, Begumpet, Hyderabad – 500016, Telangana, India (hereinafter referred to as 'BlueLife', which expression shall, unless it be repugnant to the subject or context thereof, shall deem to mean and include its successors and assigns) of the FIRST PART.

AND

M/s. _____

represented by Mr/Ms. _____ Aged _____

Residing at _____

_____ City _____ Pin _____

hereinafter referred to as 'Distributor/ Dealer' (which expression shall, unless repugnant to the context, mean and include his/her heirs, executors, administrators) of the SECOND PART.

WHEREAS:-

1. BlueLife is engaged in the business of manufacturing and marketing of water purifiers
2. BlueLife has proposed to expand their business all over India and for this purpose with this agreement appoint Distributors/Dealers
3. The party of the SECOND PART has approached BlueLife for becoming Distributor/Dealer of BlueLife for operating/managing the business in the area/territory more specifically specified in the **Annexure A** attached hereto
4. The Distributor/Dealer has assured BlueLife that it possesses the necessary technical and commercial competence and the ability to easily structure the Organisation necessary to ensure efficient performance of its contractual obligations hereunder
5. At the request of the party of the SECOND PART, BlueLife has agreed to appoint the party of the SECOND PART as Distributor/Dealer of BlueLife, and the party of the SECOND PART has accepted such appointment as Distributor/Dealer for operating/managing the business, on the terms and conditions hereinafter mentioned

DEFINITIONS:-

In this agreement, the terms listed below have the following meanings:

1. 'Products' mean products made/manufactured/marketed by BlueLife listed in the price list attached as **Annexure B**
2. 'Market' means the geographical area and product market set forth in Annexure A. If the parties agree to include additional geographical areas or product markets in the Market during the term of this agreement, they shall be added to **Annexure A**
3. 'Price' means the price to Distributor/Dealer for the products set forth in **Annexure B**. BlueLife may, in its sole discretion, increase or decrease prices for the products upon giving 30 days notice in writing

ARTICLE 1

APPOINTMENT AND DURATION

BlueLife hereby appoints the party of second part as Distributor/Dealer for the said outlet. The Distributor/Dealer has agreed to deposit ` _____ (Rupees _____ only) as non-interest bearing security deposit (Refundable) for the scheme preferred/subscribed here below. BlueLife shall refund the security deposit after termination or expiry of this agreement.

The duration of this agreement shall be for a period of two years from the date of this agreement (the 'Initial Term'). Thereafter, this agreement shall be automatically renewed, at the same terms and conditions, for additional, successive two year periods (each, a 'Renewal Term') unless either party hereto gives to the other party written notice to terminate this agreement no later than 90 days prior to the end of the initial term or any renewal term. The initial term and the renewal term are hereinafter collectively referred to as the 'Term'.

The appointment of Distributor/Dealer shall be on non-exclusive basis and BlueLife reserves unconditional right to appoint as many Distributor/Dealer within the area it deems fit. BlueLife also reserves unconditional right to change the outlet/territory originally allotted to the Distributor/Dealer by intimating him in writing at least 30 days prior to change.

The Distributor/Dealer, at its own cost and expense, shall use all reasonable commercial efforts to develop and ensure maximum sales for the entire line of the product(s). This covenant to use all reasonable commercial efforts shall include without limitation the following obligations:

- **Sales Organisation:** The Distributor/Dealer shall establish and maintain a sales organisation of personnel who are fully trained and knowledgeable about the product(s)
- **Licenses and Permits:** The Distributor/Dealer agrees that it shall obtain any and all licenses and permits, which may be required for it under all applicable local laws in order to perform the duties and obligations hereunder

The Distributor/Dealer will update BlueLife with the contact details, contact numbers and address, product serial number and any other information of the customer to whom the product is sold/installed, as required by BlueLife from time to time. Also agrees to maintain updated customer database in a proper manner.

The above agreement has come into being on the understanding that Distributor has a demonstrated and active network of Distributors/Dealers working under him. On the presentations made by Distributor and BlueLife being convinced of its distribution setup and accordingly has entered into this agreement with him/it, creating a multi layered distribution channel. The agreement will be reviewed after a period of three months from the date for this agreement w.r.t performance

BlueLife reserves the right to take the following actions within the Distributor's/Dealer's territory:

1. To appoint or be represented by other or additional Distributors/Dealers
2. To make sales directly to any or all customers of the same and/or other BlueLife products
3. To sell and/or render services exclusively, on a direct basis, to certain types of customers or specific accounts which BlueLife may, in its sole discretion, designate from time to time in accordance with the current BlueLife policies. BlueLife will notify the Distributor/Dealer prior to appointing additional Distributors/Dealers in its territory

The Distributor/Dealer can apply for becoming BlueLife's exclusive Distributor/Dealer in the territory if the Dealer ensures reasonable annual turnover (to be mutually agreed between the Dealer and BlueLife) and has sound financials for keeping sufficient stocks in the territory. Once BlueLife agrees to offer exclusive dealership to one Dealer, the Dealer becomes Distributor/Dealer and all other Dealers of BlueLife in that territory will automatically become sub-dealers to the Distributor/Dealer. In such an event, the Distributor/Dealer is bound not to increase prices to his other sub-dealers.

BlueLife may offer dealer exclusive dealership of the products for the given territory or alternatively can make him as a sub-dealer at later date to another Distributor/ Dealer of BlueLife with re-divided sub-territory depending on the market conditions.

Payment: Upon receipt of the purchase order form the Distributor/Dealer, BlueLife will submit a pro-forma invoice for the items as per delivery schedule. The dealer shall then remit the amount to BlueLife as mentioned in the pro-forma invoice, prior to the shipment from BlueLife's premises. BlueLife shall ship the products within seven days of realising the payment. Alternatively, BlueLife may accept payment terms by way of an irrevocable and confirmed letter of credit from a reputed bank.

Cheque Payments: The Distributor/Dealer agrees to honour all the cheques issued by him in favour of BlueLife, on the date of presentation to the bankers of the dealer. The Dealer promises not to issue 'Stop Payment Instructions' to their bankers, and also not to close their bank account without the prior permission of BlueLife. In the unlikely event of returning the cheque, the Dealer understands that it is punishable offence under the Negotiable Instruments Act. In such an event, the Dealer promises to pay cheque bouncing charges, as determined and demanded by BlueLife, along with the returned amount by DD within seven days of cheque returning along with penalties and/or interest as demanded by BlueLife.

Inspection and Acceptance: Promptly upon the receipt of a shipment of products. The Distributor/Dealer shall examine the shipment to determine whether any item or items included in the shipment are in short supply, visibly defective or damaged in transit. Within three days of receipt of the shipment, Dealer shall notify BlueLife in writing of any shortages, visible defects or transit damages, which dealer claims existed at the time of delivery. Within seven days after the receipt of such notice, BlueLife will investigate the claim, inform Dealer of its findings, and arrange to deliver, replace or repair the products, which BlueLife determines were in short supply or visibly defective. Regarding the transit pilferage and damages, the Dealer shall arrange to claim damages from the insurance that BlueLife has provided through the transit insurance. Unless notice is given as provided in this Section, the Dealer shall be deemed to have accepted such products and to have waived all claims for shortages and visible defects.

Cancellation of Orders: Cancellation of any orders by the Dealer/Distributor shall be in writing, or if not initially in writing, shall be confirmed in writing, within 48 hours of the initial intimation. If the Dealer cancels an order, which has been accepted by BlueLife, the Dealer shall reimburse BlueLife for any cost incident to such order incurred by BlueLife prior to the time it was informed of the cancellation.

**ARTICLE 2
RESPONSIBILITIES AND DUTIES OF COMPANY**

1. BlueLife will supply to Distributor/Dealer, the appropriate signatures, logo and other promotional material at the cost of BlueLife
2. The selling price to the Distributor/Dealer for the product(s) will be BlueLife's list price in effect at the time of the Distributor's/Dealer's order, subject to an adjustment for a customer's special requirements as referenced below. The Distributor/Dealer shall submit purchase orders for the product(s) to BlueLife in writing, which purchase orders shall set forth, at a minimum identification of the product(s) ordered, quantity and requested delivery dates. Unless stated otherwise, prices, shipments and risk of loss are Ex Works BlueLife's facilities. Special requirements of a Distributor's/Dealer's registered customer may result in BlueLife's charging of a higher list price to the Distributor/Dealer
3. BlueLife's price list is subject to change on 30 days prior written notice to the Distributor/Dealer, and any such price changes shall take effect only on orders placed after such 30 day period
4. In the event of any delay in payment of any amounts due to BlueLife hereunder, BlueLife shall have the right to suspend deliveries and may, at its option, terminate the contract, as well as any and all other orders and contracts with the Distributor/Dealer. BlueLife's right to such interest shall be in addition to and not in lieu of all other rights and remedies arising by reason of such non-payment. Any payment received by BlueLife may be applied by BlueLife first to any outstanding interest due and then to any outstanding balance owed by the Distributor/Dealer to BlueLife, as BlueLife in its sole discretion shall determine. The Distributor/Dealer shall make all payments in accordance with the terms of this agreement subject to off sets for any claim for any alleged fault, defect or irregularity in the product(s).
5. During the term of this agreement, BlueLife covenants:
 - a. It will promptly provide at reasonable cost to the Distributor/Dealer such product information and literature as the Distributor/Dealer reasonably requests
 - b. It will promptly inform the Distributor/Dealer of changes in the product(s) The Distributor/Dealer is free to set its own prices for sale to its customers, but BlueLife shall provide a recommended retail sales price sheet.
6. Addition, Discontinuance and Modification of Products: BlueLife shall have the right at any time to introduce new products, and services and discontinue the sale of any of its any products and services and make changes in the design or construction of any of such products without incurring any obligation or liability whatsoever. As much as is possible under most circumstances BlueLife will give the Distributor/Dealer a prior notice of any discontinuance or introduces of new products
7. During the term of this agreement, BlueLife shall take reasonable action to assist the Distributor/Dealer and his channel's efforts to promote and sell products, including the provision of reasonable quantities of support materials such as product information and sales promotional literature
8. On the termination of agreement, the interest free security deposit kept with BlueLife shall be refunded within 90 days from termination or expiry of this agreement in the form of Balance Transfer (BT) or bank payment as per the mutual understanding between the Distributor/Dealer and BlueLife
9. If BlueLife, for any reason whatsoever, fails or is unable to deliver any products ordered by the Distributor/Dealer, BlueLife shall refund the amount if any, paid by the Distributor/Dealer to BlueLife for such products/services and shall get refund of his interest free security deposit
10. The Tax Invoice will be issued to the Distributor/Dealer for purchases by Distributor/Dealer. TDS certificate will be issued to the Distributor/Dealer at the end of the quarterly based on statutory requirements, against all the Trading Balance Transfer done by the Distributor/Dealer. The Distributor/Dealer will be responsible for any Income Tax or Sales Tax or any other tax liability (State or Union Government) for the transactions between the Distributor/Dealer and its network of Distributor/ Dealer and retailers. Nothing in this agreement will restrict the right of BlueLife to deduct TDS from the commission payable to the Distributor/Distributor's network of merchants

**ARTICLE 3
RESPONSIBILITIES AND DUTIES OF DISTRIBUTOR/DEALER**

1. The Distributor/Dealer shall be solely responsible for appointing merchants for operating/managing the business of various products and services
2. The Distributor/Dealer agrees to use its best efforts vigorously and actively to promote the sale of BlueLife products in the territory. In connection with such efforts, the Distributor/Dealer, at its sole cost and expense, shall organise and maintain a sales force and shall maintain adequate sales and services facilities within the territory those are satisfactory to BlueLife
3. The Distributor/Dealer shall provide an adequate, trained sales and technical staff to promote the sale and support of the equipment; undertake promotional campaigns and canvas prospective users to stimulate the sales of equipment; provide BlueLife with forecasts every month of its probability requirements for the next six months for equipment and accessories, such forecasts to be in such manner and on forms to be specified by BlueLife and agreed to by the Distributor/Dealer
4. The Distributor/Dealer shall use its best efforts to train dealers and merchants in its territory as to the proper usage and maintenance of products in accordance with policy and rules and regulations framed by BlueLife from time to time and provided to the Distributor/Dealer. The Distributor/Dealer shall sell BlueLife products at a mutual agreed price to its retailers and shall under no circumstances undercut in any market

5. The Distributor/Dealer agrees to take total responsibility to service and maintain the product during warranty period on free of cost against warranty terms and after warranty period by collecting charges from the customer based on pricelist provided by BlueLife
6. The Distributor/Dealer agrees to resell products only to merchants who are located within his network Distributor's/Dealer's territory
7. Each printed advertisement, flyer, handbill, television spot, radio script, yellow pages listing, webpage or any other advertising or promotional material bearing or using the trademark or trade name Recharge Point or pertaining to BlueLife products must be approved by BlueLife in writing prior to its use by the Distributor/Dealer or its network of Distributors/Dealers
8. The Distributor/Dealer shall continually maintain to the satisfaction of BlueLife a general reputation for honesty, integrity and good credit standing and shall maintain the highest quality standards
9. With respect to each Distributor/Dealer location set forth on **Annexure A**, the Distributor/Dealer shall not, directly or indirectly, promote, advertise, manufacture, market, distribute or sell a product other than the BlueLife products, without prior approval from BlueLife
10. The Distributor/Dealer shall pay and discharge and BlueLife shall have no obligation to pay for, any expenses or costs of any kind or nature incurred by the Distributor/Dealer in connection with its distribution function hereunder, including, without limitation, any expenses or costs involved in marketing products
11. The Distributor/Dealer shall arrange the premises (whether owned or leased) for the said office from where the Distributor/Dealer will operate/manage the business of BlueLife for the area/territory specified in **Annexure A** hereto
12. The Distributor/Dealer shall employ, without any liability to BlueLife, sufficient qualified staff which is necessary to manage/operate the day to day operation of the said Outlet. The Distributor/Dealer shall abide by all the local laws, labour laws etc. BlueLife will not have any liability whatsoever for the employees employed by the Distributor/Dealer
13. The Distributor/Dealer shall not promote any contest or promotional scheme or offer discounts on behalf of BlueLife in relations to the marketing/distribution of any products and services in which BlueLife is dealing, without prior written approval from BlueLife
14. The Distributor/Dealer shall not represent himself as an agent of BlueLife and will not use the name of BlueLife to obtain any credit against the said outlet. BlueLife will not be concerned with or liable for any debts or liabilities of the Distributor/Dealer
15. The Distributor/Dealer shall, at all times, conduct its business in accordance with the applicable statutes, regulations, notification etc. issued by the Government or any other statutory authority. Any liability arising out of any breach or non-compliance by the Distributor/Dealer of any such statute, regulation etc. shall be to the sole account of the Distributor/Dealer and under no circumstances shall BlueLife be liable for any such breach of non-compliance
16. The Distributor/Dealer will be responsible for collecting and providing valid and authentic KYC information (Know Your Customer) of the retailers appointed by him within seven days of the activation of the merchant. The information should include a valid ID proof of the merchant (PAN, Voters ID etc.), address proof of the retailers etc. among other things. If the Distributor/Dealer fails to provide the KYC information or provides incorrect or invalid information to BlueLife, BlueLife reserves the right to deactivate such retailers. In such case there will be no refund of the any charges by BlueLife
17. The Distributor/Dealer will keep a proper set of books of account and proper records relevant to the business in accordance with procedures set out by BlueLife from time to time, and accurately maintain them up to date at all time. The Distributor/Dealer acknowledges that BlueLife may require that the books of account and records relevant to the business be maintained on a computer using software approved by BlueLife from time to time

ARTICLE 4 INDEMNITY

1. The Distributor/Dealer shall defend, indemnify and hold BlueLife and its directors, officers, employees, agents and sub-contractors (collectively, the 'Indemnities') harmless from and against, any and all suits, actions and proceedings, claims, liabilities, losses, damages, costs and expenses, arising directly or indirectly in connection with a violation of any law, regulation or order or the breach of any of its obligations or representations hereunder, by itself or its directors, officers, employees, agents or sub-contractors
2. Neither party shall be liable to the other for any special, indirect, incidental, consequential, punitive, exemplary or trebled or other multiplied damages
3. BlueLife does not undertake any liability whatsoever in contract or tort (including liability for negligence) or otherwise, towards and/or for the acts or omissions of any third party equipment or for faults or failures of such third party provider's, equipment and/or services
4. BlueLife shall not be responsible for any transit damage occurring during secondary transit between the 'Distributor/Dealer' and merchants. BlueLife shall not be responsible, answerable or liable for any act of forgery, deceit, cheating or misappropriation including penalty, compensation or done by any other party
5. The Distributor/Dealer shall agree to protect, defend, indemnify and hold harmless BlueLife in respect of direct losses or damages caused by its negligence or those of its employees, agents or subcontractors and against liabilities, damages, fines, penalties and costs (including legal costs and disbursements) directly arising from or relating to
6. Any breach of any statute, regulation, directions, Order or standards from any Governmental body, agency or regulatory applicable to such party;
 1. Any breach of the terms and conditions in this agreement by the Distributor/Dealer or its Distributors/Dealers

2. Any claim of any infringement of any Intellectual Property Right or any other right of any third party or of law by the Distributor/Dealer
3. Any claim made by any third party arising out of the services or content and arising in connection with interruptions or degradations of services customers cause solely by the Distributor/Dealer
7. BlueLife shall protect, save and keep the Distributor/Dealer harmless and indemnify the Distributor/Dealer against and from all claims and suits arising out of alleged manufacturing defects, patent infringement, or trademark infringement relating to Distributor's/Dealer's product(s) supplied by BlueLife and sold by or through the Distributor/Dealer provided that (and only if) notice is given by the Distributor/Dealer to BlueLife of any such claim or suit within ten days of such notice being received by the Distributor/Dealer and provided further that BlueLife shall have the option within 30 days of receipt of written notice, to undertake, control and conduct the defense of any such claim or suit, and that no settlement of any such claim or suit shall be made without the prior written consent of BlueLife. In addition, the Distributor/Dealer shall furnish such information regarding itself and the claim in question as BlueLife may reasonably request and as shall be reasonably required in connection with the defense of any such claim or suit. Notwithstanding the foregoing, BlueLife shall have no responsibility and shall provide no such indemnity with respect to any claims or suits arising out of or based on any act or omission of any person or entity, other than BlueLife and its employees

ARTICLE 5 TAX AND LEVY

The 'Distributor/Dealer' shall be liable to pay any other state, central or local taxes and levies such as sales tax, service tax etc., as are applicable at the time of sales or supply of services or may become applicable thereafter in respect of the services supplied or sold hereunder.

ARTICLE 6 COMPLIANCE WITH STATUTES

'BlueLife & Distributor/Dealer' hereby undertakes to observe and comply with all laws, orders, rules, regulations and other legal requirements and notifications, amendments made from time to time.

ARTICLE 7 OWNERSHIP RIGHTS AND INFRINGEMENT

1. The 'Distributor/Dealer' acknowledges that BlueLife owns all rights, title and interest in BlueLife's name and logo type, will not acquire any interest in any such trade names by virtue of this agreement, its activities under it or its affiliates with BlueLife
2. The 'Distributor/Dealer' shall forthwith give notice in writing to BlueLife on any infringement or colorable imitation of any of the trade names or trademarks, which are used on or applied to, the products. The 'Distributor/Dealer' shall at all times, if so required by BlueLife tender to BlueLife all assistance in its power to restrain the infringement or colorable imitation of any such trade descriptions trade names or trademarks. The Distributor/Dealer shall forthwith cease and desist from using the name, logo, letter heads and other material having BlueLife's name or logo on termination of this agreement as provided in termination clause below

ARTICLE 8 INTELLECTUAL PROPERTY RIGHTS

BlueLife brand name or trademark can be used in any marketing activity with the written approval from BlueLife of any such activity from a competent authority. In case that BlueLife has approved to use its brand name or trademark, the Distributor/Dealer shall always forward all such marketing material that directly or indirectly links to BlueLife's brand name or trademark for written approval. In cases where BlueLife doesn't approve, the marketing activity cannot be implemented with the use of BlueLife's brand name or trademark.

The Distributor/Dealer agrees, warrants and undertakes that it shall take steps aimed at ensuring that BlueLife Intellectual Property Rights, the products are not infringed, passed off, diluted, reverse-engineered, misappropriated, tampered with and/or copied for any other reason by any of its directors, officers, employees, agents, consultants, representatives, subsidiaries, associates, servants, except as expressly provided herein

Under this agreement or as a result of the provision of services, the Distributor/Dealer agrees that he is not entitled to the following:

1. Assign any Intellectual Property Right of that party to the other party; or
2. Grant any license to the other party in respect of any Intellectual Property Right of that party
3. Use the Intellectual Property of the other party in any medium or document without the consent of the other party

ARTICLE 9 CONFIDENTIALITY

1. The Distributor/Dealer agrees that all aspects of the contents of the agreement shall be treated as confidential and that no information in respect to the content of the agreement shall be disclosed without the prior written consent of BlueLife except as necessary to implement the agreement and inform customers

2. The Distributor/Dealer hereby agrees to treat all information exchanged between the Distributor/Dealer and BlueLife confidential includes any and all business, technical, business and financial information related to any of the arrangements contemplated in this agreement, including, specifications, samples, reports, forecasts, current or historical data, computer programs or documentation information related to its internal management, customers, products, services, concerning plans, marketing and sales methods, materials, processes, procedures, devices utilised by BlueLife, prices, quotes, suppliers, manufacturers, customers with whom BlueLife deals anticipated products or services, processes, financial condition, employees, Intellectual Property of either party, as the case may be, marketing strategies, trade secrets, business plans/proposals, customer contract terms and conditions, commission payable to the Distributor/Dealer pursuant to this agreement, and other valuable, confidential information, documents and materials that are customarily treated as confidential or proprietary, whether or not specifically identified as confidential or proprietary
3. Notwithstanding the liability provisions of this agreement, the parties will disclose Information only to their directors, employees, professional advisers and agents who need to know such information for the purposes of providing services and any transaction resulting there from, or for the borrowing of funds or obtaining of insurance and who are informed of the confidential nature of such information. The Distributor/Dealer shall be liable under this agreement to BlueLife in respect of any unauthorised use or disclosure of such information
4. In addition to the above, information and the contents of this agreement may be transmitted to governmental, judicial or regulatory authorities, as may be required by any governmental, judicial or regulatory authority including quasi-judicial bodies
5. For the purposes of the agreement, information and the contents of this agreement shall not be considered to be confidential if such information is:
 - a. In or passed into the public domain other than by breach of this Article; or
 - b. Known to a receiving party prior to the disclosure by a disclosing party; or
 - c. Disclosed to a receiving party without restriction by a third party having the full right to disclose;
6. This Article shall survive the termination of the agreement for a period of one year but shall not in any way limit or restrict a disclosing party's use of its own confidential information

ARTICLE 10 RELATIONSHIP OF PARTIES

In the performance of this agreement, the parties to this agreement shall at all times be independent entities and nothing in this agreement shall constitute, or be deemed to constitute, either party as being the agent, partner or joint venture partner of the other.

ARTICLE 11 TERMINATION

Either party shall have the right to terminate this agreement with immediate effect, if:

1. The other party fails to perform any material obligations under this agreement, and such failure continues unheeded for a period of 60 days following receipt of written notice of such failure; or
2. By giving three month notice to other party, with or without assigning any reason; or
3. Default by the Distributor/Dealer, the agreement may be terminated by BlueLife immediately upon the failure of the Distributor/Dealer to pay for products or services purchased by the Distributor/Dealer in accordance with the terms of this agreement
4. The other party enter into liquidation, either voluntary or compulsory, or become insolvent, or enter into composition or corporate re-organisation proceedings or if execution be levied on any goods and effects of the other party or the other party enter into receivership or bankruptcy
5. Upon termination of this agreement for any reason, the Distributor/Dealer shall immediately cease to use all such trademarks or trade names and shall return to BlueLife all printed matters displaying its trader marks or trade name and shall return all confidential information as set out above to BlueLife and/or destroy all copies; promptly on BlueLife request or on termination of this agreement (whichever is earlier). The Distributor/Dealer agrees that such information remains the property of BlueLife
6. The accounts of the Distributor/Dealer shall be settled as per BlueLife policies, procedures and as per general laws applicable in India

ARTICLE 12 ENTIRE UNDERSTANDING AND AMENDMENTS

1. This agreement embodies the entire understanding between the parties relating to the subject matter hereof and it expressly supersedes all previous understandings and communications between the parties, whether written or oral
2. This agreement shall be executed in duplicate. The original it shall be retained by BlueLife and the duplicate by the Distributor/Dealer
3. Each party hereto warrants that it has the authority to enter into this agreement, and the respective signatories, by executing this agreement, warrant that they have the authority to bind the respective parties
4. The parties to this agreement may, add, delete, amend or alter all or any of the terms and conditions of this agreement as mutually agreed from time to time and such modification and changes shall not be effective until the same are in writing and duly signed by the authorised representatives of the parties

**ARTICLE 13
SERVERABILITY**

In the event that any of these terms, conditions or provisions or those of any schedule or attachment hereto will be determined by any competent authority to be invalid, unlawful or unenforceable to any extent such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law

**ARTICLE 14
NOTICE**

Any notice required or permitted under the terms of this agreement or required by statute, law or regulation will (unless otherwise provided) be in writing and will be delivered in person, sent by facsimile or registered mail (properly posted and fully prepaid in an envelope properly addressed) or sent by facsimile or by e-mail to the respective parties as follows:

BlueLife Address:

BlueLife TechnoSciences India Private Limited
1-10-63 & 64, Chikoti Gardens, Begumpet,
Hyderabad – 500 016, Telangana, India.
Phone: +91-40-2776 5099, 2776 6099
Fax: +91-40-2776 8099
e_mail: info@bluelife.co.in

Distributor/ Dealer Address:

Name of the Organisation: _____
Represented by: _____
Address: _____
City: _____ Pin Code: _____
State: _____
Nearest Land Mark: _____
Telephones (Office): STD Code: _____ Tel: _____ Mobile: _____ Fax: _____
Telephones (Residence): STD Code: _____ Tel: _____ Mobile: _____ Fax: _____

Or to such other address, facsimile number or e-mail address as may from time to time be designated by notice hereunder. Any such notice will be in the English language and will be considered to have been given on the first working day of actual delivery or sending by facsimile or e-mail or in any other event within ten working days after it was posted in the manner hereinbefore provided.

**ARTICLE 15
FORCE MAJEURE**

Neither BlueLife nor the Distributor/Dealer shall be liable for any inability to fulfill their commitments hereunder occasioned in the whole of, or in part, by force majeure, including, but not restricted to, strike, lock-out, fire, break – down, war, act, or regulation, or restriction of Government, inability to secure Government authorization or approval, or any other cause beyond their reasonable control. Such force majeure occurrence shall be notified to the other party in writing immediately. BlueLife shall, in such event, have the right to allocate available products among its customers in its sole discretion.

**ARTICLE 16
ASSIGNMENT**

This agreement and the rights and benefits accruing to the Distributor/Dealer are personal and the Distributor/Dealer shall personally perform its duties and obligations hereunder and shall not sub-contract or assign the same or any part thereof to any other person whatsoever. BlueLife may assign any and all of its rights, benefits, liabilities, duties and obligations to an associate after notifying the Distributor/Dealer in writing.

**ARTICLE 17
WAIVERS**

Each party agrees that any delay or omission on the part of the other party to exercise any right, power or remedy under this agreement will not automatically operate as a waiver of such right, power or remedy or any other right, power or remedy and no waiver will be effective unless it is in writing and signed by the waiving party. Further the waiver of any right, power or remedy by either party hereunder on one occasion will not be construed as a bar to a waiver of any successive or other right, power or remedy on any other occasion or remedies and/or rights available under law.

**ARTICLE 18
WARRANTY**

1. **Product warranty:** BlueLife warrants that the Distributor/Dealer shall acquire products purchased hereunder free and clear of all liens and encumbrances except for BlueLife's purchase money. BlueLife further warrants all products to be free from defects in material or workmanship under normal use and service for a period of 12 months from the date of delivery. All repairs covered by this warranty must be done at BlueLife's factory, or other such warranty repair facilities of BlueLife as designated by BlueLife unless BlueLife specifically directs that this service be performed at another location. Any defect corrected within 12 months and found to be within this scope of the warranty by BlueLife or its authorised service center handled by BlueLife authorised Distributor/Dealer. All charges for labour will be under Distributor/Dealer scope of work and material will be reimbursed by BlueLife. If it is determined that either no fault exists in BlueLife, or the damage to be repaired was caused by negligence of the Distributor/Dealer, its agents, employees or customers, the Distributor/Dealer agrees to pay all charges associated with each such repair. THIS CONSTITUTES THE SOLE WARRANTY MADE BY BLUELIFE EITHER EXPRESSED OR IMPLIED. THERE ARE NO OTHER WARRANTIES EXPRESSED OR IMPLIED WHICH EXTEND BEYOND THE FACE HEREOF, HEREIN, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL BLUELIFE BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES AND DISTRIBUTOR'S/DEALER'S REMEDIES SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF NON-CONFORMING UNITS OR PARTS
2. **Misuse of equipment:** Any tampering, misuse or negligence in handling or use of equipment renders the warranty void. Further, the warranty is void if, at any time, the Distributor/Dealer attempts to make any internal changes to any of the components of the equipment; if any external device attached by the Distributor/Dealer creates conditions exceeding the tolerance of the equipment; or if any time the serial number plate is removed or defaced. OPERATION OF THE EQUIPMENT THAT RENDERS THIS WARRANTY VOID WILL BE DEFINED TO INCLUDE ALL OF THE POSSIBILITIES DESCRIBED IN THIS PARAGRAPH, TOGETHER WITH ANY PRACTICE WHICH RESULTS IN CONDITIONS EXCEEDING THE DESIGN TOLERANCE OF THE PRODUCT

**ARTICLE 19
SPARES**

Availability: Spares, as used herein, shall be defined as BlueLife's standard subassemblies and parts used to fabricate and/or repair the product manufactured by BlueLife. BlueLife shall make/provide spares for purchase by the Distributor/Dealer for a period of not less than three years after shipment of the last unit to the Distributor/Dealer hereunder. Such spares will be available to the Distributor/Dealer at prices, terms and conditions in effect at the time such spares are purchased. No provision in this paragraph, or in any other part of this agreement, shall relieve the Distributor/Dealer of the Distributor's/Dealer's responsibility to stock spares. The Distributor/Dealer is expected to maintain an adequate inventory of spares to support the product purchased hereunder.

**ARTICLE 20
GOVERNING LAW AND ARBITRATION**

1. This agreement shall be construed, interpreted and governed by the laws of India and the courts at Hyderabad shall have the jurisdiction with regard to the subject matter of this agreement
2. Any dispute, controversy or claims arising out of or relating to this agreement or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996
3. The arbitral tribunal shall be composed of three arbitrators, one arbitrator appointed by BlueLife, a second arbitrator appointed by the Distributor/Dealer and a third arbitrator to be appointed by such arbitrators
4. The place of arbitration shall be Hyderabad and any award whether interim or final, shall be made, and shall be deemed for all purposes between the parties to be made, in Hyderabad
5. The arbitral procedure shall be conducted in the English language and any award or awards shall be rendered in English. The procedural law of the arbitration shall be Indian law
6. The award of the arbitral tribunal shall be final, conclusive and binding upon the parties, and the provisions of the Indian Arbitration and Conciliation Act, 1996 shall apply
7. The cost of arbitration shall be shared equally between the parties

IN WITNESS WHEREOF, the party hereto have hereunto set and subscribed their respective hands and seals this ____ day of _____, 20 .

For BlueLife TechnoSciences India Pvt. Ltd.

For Distributor/Dealer

Authorised Signatory

Authorised Signatory

Witness:

Signature

Name:

Address:

Witness:

Signature

Name:

Address:

To be enclosed with Distributor/Dealer agreement

ANNEXURE - A

Distributor/Dealer Location(s) and Territory

Distributor/ Dealer area of distribution:

Principal office:

Distributor/ Dealer Address:

Address: _____

City: _____ Pin Code: _____

State: _____

Nearest Land Mark: _____

Telephones (Office): STD Code: _____ Tel: _____ Mobile: _____ Fax: _____

Territory:

Initials of BlueLife

Initials of Distributor/Dealer

ANNEXURE - B