



# Retail Channel Partner Sales & Operations Policy

Ref.: IA-RCP-Policy-2021

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**POLICY REF. NO.: IA-CP-POLICY-2021**

**01st Jan, 2021**

ALL AUTHORISED CHANNEL PARTNERS for **INDOASIAN** range of Products

### **SALES & OPERATION POLICY/AGREEMENT FOR CHANNEL PARTNERS**

#### **1. Products**

This Policy / Agreement covers the following products manufactured & marketed by the **IndoAsian** division of M/s. Novateur Electrical & Digital Systems Pvt Ltd (hereinafter referred to as "IndoAsian" or "Company") and is valid from 1st January 2021 to 31st December 2021

#### **A. Switchgear**

##### **Protection Products**

- Miniature Circuit Breaker (MCB)
- MCB Isolator
- Residual Current Circuit Breaker (RCCB) / RCD
- Distribution Board & Timelite DB
- AC Box, Metal Clad Plug & Socket
- Intelligent Devices (Time switches)
- Automatic Changeover and Current Limiter (ACCL)

##### **Power Products**

- Moulded Case Circuit Breaker (MCCB)
- On-Load Change Over Switch
- Off-Load Change Over Switch
- Switch Disconnecter Fuse (Cubicle Switch)
- HRC Family-Fuse Links/Bases/Fittings & Accessories
- Rewirable Switch Fuse Unit
- Double Break Switches (FSU)

#### **B. Wiring Accessories**

- GLINT
- ELVIRA

##### **Retail Channel Partner (RCPs)**

Retail Channel partners catering to network of retail outlets

## 2. Incentives: Switchgear Range and Wiring Accessories

### a. Annual Turnover Incentive

RCPs shall be entitled to annual turnover incentive as per below matrix on achieving their annual targets.


Slab	TOD %
100% to 105% of target	1.25%
> 106 to 115% of target	1.75%
> Above 116% of target	2.25%

Payment beyond 60 Days would attract an interest component of 1.75% p.m. for all qualifiers of this incentive and same shall be deducted from the TOD calculation. Turnover incentive shall not be allowed on invoices paid above 90 days.

The credit note will be issued annually at the end of the calendar year.

### b. Caretron MCB Growth Incentive

RCPs shall be entitled for MCB quantity growth. Growth will be calculated on no. of poles on annual basis

 % Growth (over 2019)	% Incentive
Same as 2019	0.75%
≥ 4%	1.25%
≥ 7%	1.50%
≥ 15%	2.00%

Incentive will be calculated on the MCB value (pre-tax) and credit note will be issued on annual basis.

### c. Uniform Ordering Incentive

If 80% of the total order value or target is booked on or before 10th/15th of every month, RCP shall be entitled for incentive on the total net order value booked for the month/quarter as per below slab:

Booking Period	% of total orders/target	Incentive %
1st-10th day of month	80%	1.25%
1st-15th day of month	80%	0.75%

These orders will be invoiced immediately subject to material availability and no request shall be entertained to delay the invoice. The credit note will be issued every quarter on the basis of net actual orders booked.

To facilitate CPs who miss-out this incentive on marginal line, 1% overall payout (including quarterly payouts already made during the year) on annual order booking will be applicable in case 80% of cumulative yearly orders booked till 15th, it will be mandatory for CPs to achieve the annual sales target. The orders cancelled during the quarter shall be considered in calculations while issuing the credit notes.

### d. Billing Incentive

If 50% of the total invoicing or target is billed on or before 20th of every month, RCP shall be entitled for incentive on the total net value billed for the month/quarter as per below slab.

Billing Period	% of total invoicing/target	Incentive %
1st-20th day of month	50%	0.75%

### e. Quarterly Turnover Incentive

RCPs shall be entitled for quarterly Turnover Incentive as per below slab on achieving their quarterly targets.

Quarter	Q1	Q2	Q3	Q4
TOD %	2.5%	2.5%	2.5%	2.5%

Product mix as agreed at the time of signing of CP agreement to be maintained.

To qualify for the quarterly turnover incentive, CP has to achieve at least 70% of the monthly target each month of the quarter.

The CPs who miss any quarter, can earn the incentive for missed quarter by achieving 10% extra of the quarter target. This calculation will be made at the year end and credit notes will be issued after the year end.

Payment beyond 60 days would attract an interest component of 1.75% p.m. for all qualifiers of this incentive and same shall be deducted from quarterly incentive. This will be applicable only if at-least 80% of the invoices are paid within 60 days. Turnover incentive shall not be allowed on invoices paid above 90 days.

The credit notes for this incentive will be issued on quarterly basis.

#### f. Distribution Incentive

RCPs in **tier 1** towns shall be entitled to **1.00%** & **tier 2/tier 3 towns 1.25%**, distribution incentive on their retail orders in case of following conditions are met:

- Sales to more than 50 retailers in **tier 1** or more than 25 retailers in **tier 2** & 15 retailers in **tier 3** markets.
- Own a cargo van for distribution of products
- Dedicated manpower for servicing the retailers
- Achievement of quarterly/annual targets. (CP can recover shortfall in a quarter during annual achievement, payout of missed out quarter shall be released accordingly).
- Declaration of secondary sales as per company's prescribed format.

The credit notes for this incentive will be issued on quarterly basis.

#### g. Power Products Growth Incentive

RCPs shall be entitled for this incentive if they grow their **annual** power product sales as per below slab:

% Growth (over 2019)	% Incentive
> 10%	3.00%
> 20%	4.00%

The incentive will be calculated on the net power product sales (pre-tax) annually and credit note will be issued at the end of calendar year, subject to achievement of total annual sales target.

#### h. Wiring Accessories Growth Incentive

RCPs shall be entitled for this incentive if they grow their annual wiring accessories product sales as per below slab:

Achievement in 2019 (Lacs)	% Growth	% Incentive
Upto 25 lacs	30%	1.0%
> 25 and upto 50 Lacs	25%	1.0%
> 50 lacs	20%	1.0%

The incentive will be calculated on the net wiring accessories product sales (pre-tax) annually and credit note will be issued at the end of calendar year.

#### i. Growth Incentive on incremental sales

RCPs shall be entitled for this incentive if they grow over 2019 year achievement sales (all products) per below slab :

CP Classification	% Growth(over 2019)	% Incentive
Platinum & Gold CP's	> 20%	0.5%
	> 25%	1.0%
	> 35%	1.5%
Silver & Bronze CP's	> 20%	0.5%
	> 35%	1.0%
	> 75%	1.5%

The Incentive will be calculated on the incremental achievement(pre- tax) and credit notes will be issued at the end of calendar year ( e.g for 1st slab . achievement 2019-100 lacs, achievement 2021-130 lacs .The above %age incentive shall be applicable on 30 lacs value)

### 3. CP Targets

The annual target for each CP is fixed as per the annexure below:

CP Classification	Achievement 2019 (Rs Lacs)	% Growth
Platinum	> 250	10%
Gold	> 125-250	15%
Silver	> 50-125	18%
Bronze	> 25-50	20%
Pearl	< 25	25%

The quarterly targets will be

Jan-Mar, 2021 : 24% of annual target

Apr-Jun, 2021 : 25% of annual target

Jul-Sep, 2021 : 25% of annual target

Oct-Dec, 2021: 26% of annual target

Monthly targets shall be calculated as 1/3 of quarterly target.

Minimum target for a newly appointed RCPs in **2021** shall be as per below matrix:

Tier 1 cities : Rs 40 Lacs

Tier 2 cities : Rs 30 Lacs

Tier 3 cities : Rs 25 Lacs

New towns/territories pro-rata target shall be applicable for new appointments for calculation of all applicable targets i.e. annual/quarterly/monthly.

#### Eligibility Criteria

- TOD will be on the basis of total Net Sale Value (MRP less all discounts/taxes/material returned) against the target.
- TOD amount will however be calculated on above sales figure for which payment has been received as per credit policy i.e. 60 days from the date of Invoice
- The credit note for TOD will be issued only after all payments for the applicable period have been settled in full.

***The company reserves the right to release the incentives in the form of credit notes.***

### 4. Payment Terms

Two payment terms are available to the channel partners:

#### 4.1. Credit Term

- Channel partner can avail a credit period of 60 days from the date of invoice. Sufficient number of cheques against invoices should be available at branches. All cheques due in the month should be submitted to branches latest by 7th of the month.
- Channel partners appointed during the year to remain on advance payment terms for first six months.

**4.2. Cash Term** - Channel partner can make payment within 7 days of LR & avail cash discount as per the early payment annexure as mentioned hereunder at the end of this point.

**4.3. Request for postponement of cheques** - We strongly discourage this practice. In unavoidable circumstance if there is a request for postponement, penalty charges will be levied on channel partners as mention here under:

**0.75% for first 15 days after due date (60 Days)**

**2.0% for 15-30 days after due date (60 Days)**

Comfort cheque shall be deposited after 90 days of the date of invoice & supplies will be stopped after 60 days.

**4.4. Bouncing of cheques** - If a cheque is bounced and CP fails to provide a demand draft of same value immediately, company shall have a right to re-deposit the cheque the very next day. A penalty of 0.5% of the cheque value will be charged subject to minimum Rs. 500/-.

If the payment is further delayed, CP will be charged at the rate of 3% p.m. for number of days of delay afterwards comfort cheque will be deposited and supplies will be stopped.

The debit note in case of payment default will be raised every quarter & has to be paid by channel partner within 7 days/ or adjusted with credit notes.

#### Annexure -1

Cash Discount*	2.0% within 7 days from the date of LR paid through cheque
	2.75% within 7 days from the date of LR paid through online transaction (eg: RTGS)
	1.25% within 30 days from the date of LR paid through online transaction (eg: RTGS)
	0.75% within 45 days from the date of LR paid through online transaction (eg: RTGS)

\*Pre tax value of the invoice will be considered.

#### 4.6. Online Transaction incentive

Online Transaction incentive*	0.5% incentive if 90%of total invoices made within 60 days
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\*Pre tax value of the invoice (net value) will be considered.

#### Further conditions:

- Cash discount shall be applicable on invoice value net of discounts.
- Cash discount shall not be applicable on any invoice if any earlier invoice is overdue.
- If CP does not provide invoice detail at the time of making payment, Company will first adjust the payment against the oldest outstanding invoice.
- Supplies shall be stopped, if any amount is overdue above 60 days (credit period).
- Credit note shall be issued by company for incentives covered under annexure-1 immediately after payment is made. Deduction of incentive from payment is not allowed for same.**

#### 5. Payment Consistency Incentive

If 85% of the invoice value payment is done within 45 days from the date of invoice, CP shall be entitled for 0.50% incentive on the net invoice value. This credit note shall be issued every quarter.

### 6. Goods & Service Tax(GST)

Company will charge CGST/IGST/SGST/UGST or any other tax applicable at the prevailing rates in conformity with Indian laws.

- 6.1 For the purpose of this agreement/policy, the term 'GST' shall include the Central Goods and Services Tax ('CGST'), the State Goods and Services Tax ('SGST'), Integrated Goods and Services Tax ('IGST'), Union Territory Goods and Service Tax ('UTGST') and any other taxes levied under the GST related legislations/any other legislation applicable in India as may be applicable.
- 6.2 CP shall declare to the Company correct 'Bill to' and 'Ship to' address and respective GSTIN, wherever applicable at the time of issuance of purchase order. In case of any tax or demand due to failure of the CP to provide correct address, Company shall not be responsible to reimburse the same to the CP.
- 6.3 HSN of goods would be prescribed by Company and the same would be used by CP. In case of any disagreement over classification between Company and CP, the classification of Company would prevail (commercials may need to be discussed in case any liability arises on account of classification disputed by revenue authorities).
- 6.4 HSN of the goods and place of supply should also be finalized at the time of issuance of purchase order to avoid any reconciliation while issuing the invoice for such supply.
- 6.5 In case where CP adopts a different HSN as per their interpretation; in either case, Company should not be held responsible for any liability that arises on account of disputed related to HSN classification.
- 6.6 CP undertakes to fulfill all the requisite conditions to be compliant under GST including timely filing of periodic returns, to ensure that entire input tax credit pertaining to supplies of goods by Company is availed by the CP on a timely basis. In case the CP fails to comply with all the requisite conditions under GST law for availment of input tax credit on supplies of goods made by Company, Company shall not be responsible for reimbursing or compensating such input tax credit loss to the CP..
- 6.7 In case of changes of any government regulation concerning the above, COMPANY will be free to reconsider any of the terms in this clause or whole policy to bring in line with new taxation law

### 7. Business Deposit

CPs during the current year shall provide a business deposit of Rs. 30000/- for tier 1 cities & Rs. 20000/- for tier 2 / tier 3 cities to the Company and at least three binding & irrevocable cheques in advance.

No interest shall be payable on business deposits. This is applicable to deposits with the company from all existing CPs also.

### 8. Payment Process

- 8.1. Channel partner shall be required to provide binding & irrevocable cheques in advance with regard to material invoiced to him.
- 8.2. Order booking of channel partner will be done after furnishing of advance payment through binding & irrevocable cheques.
- 8.3. COMPANY will provide the declaration, accepting full responsibility of possession and accounting of payments received from channel partners.
- 8.4. Channel partner will have to decide the payment terms at the time of order booking.
- 8.5. All the invoices will mention the payment terms as per respective order.
- 8.6. COMPANY will deposit the cheque as per the invoice value and due date (as per the agreed payment terms from the date of invoice).
- 8.7. COMPANY will intimate channel partner about replenishment of cheques as security towards payments of invoices through nearest sales office. Channel partner will ensure replenishment within 5 working days from the request.

The term "binding & irrevocable" shall refer to the unconditional assurance to COMPANY by the channel partner that there are sufficient funds available in its bank account and the cheque drawn by it or on its behalf, on an account maintained with the banker shall be honoured irreversibly and there shall be no attempt to escape debt or liability under the same.

**Disclaimer : Any Incentives, Expectations, Schemes and Payment terms over and above this Policy guidelines will not be applicable.**



## 9. General Conditions

These terms and conditions of sale ("Terms") apply to any order from or sale to a channel partner of IndoAsian and are part of any application for credit with IndoAsian. These terms also apply to any proposal, estimate or quote that IndoAsian makes. These terms may not be changed or superseded by any different or additional terms and conditions contained in any channel partner's purchase order, acknowledgement, form or other document.

### A. Territory

All CPs shall be expected to concentrate and promote the sale of Company's products in the city they are appointed and refrain from offering the products where other CPs of COMPANY shall be operating.

### B. Orders

The CPs shall be expected to place orders in writing on their letter-head or Company's order format. Each order has to be a minimum value of 15,000 in case of local & 25,000 in case of outstation (out of state) and should clearly mention CP order no., product description in full, quantity, delivery address, GST and special instructions, if any. All orders shall be in standard packing mode and road permit will be attached, if applicable. No orders once placed to be cancelled by any CP.

### C. M.R.P.L.

The basis for raising all invoices will be the Company's printed Maximum Recommended Price list and corresponding net pre tax billing price fixed from time to time. The orders will be invoiced at prevailing M.R.P. List / billing price on the day of dispatch. MRPL is subject to revision without prior notice.

### D. Discounts

Trade discount, as applicable on different product groups will be conveyed to the CPs separately. The trade discounts will be subject to change during the year with two weeks prior intimation.

### E. Invoicing

The Company reserves the right to combine several pending orders of a CP in one invoice unless specifically mentioned for bill to ship to. As per company norms each invoice should be of minimum value to justify the cost of processing/handling. The company reserves the right to charge handling charges of Rs.500/- for orders below minimum value. The company also reserves the right to execute the stock orders in one or more lots depending on the availability of required products.

### F. Dispatches

On receipt of order from a CP, available stocks will be dispatched immediately. In case of non-availability of stocks, same will be arranged and supplied to the CPs after receipt. For effective management of inventory and extending better service, the Company has divided its product range in F (Fast Moving) and S (Slow Moving) categories. F category items likely to be available in ex-stock.

However, S category items are slow moving products and they will not be generally stocked in depots but arranged from plant stocks or manufactured only on receipt of an order from the CPs and delivery is likely to be within 2-4 weeks. The goods will be dispatched by transport as decided by the Company on the basis of delivery performance as well as rates. All CPs shall be required to acknowledge the receipt of goods and sign and stamp all Invoices for delivery after checking the same. This shall be a mandatory requirement.

The price applicable will be F.O.R. destination but transit liability/damage from company godown to destination will be liability of CPs though the company at its discretion may get the goods insured.

### G. Demurrage

Demurrage, if applicable (In case a CP does not take delivery of goods from transporter) will have to be borne by the CP.

### H. Default in payment

In case of default in payment to Company, Company reserves the right to put the channel partner under penalty terms or take legal action and terminate all business with the concerned channel partner, if issue is not settled amicably.

## I. Replacement Policy

Company products carry a warranty against manufacturing products subject to the use of the product for the right application, with correct wiring/connection and normal operating conditions. The period of warranty for various products is as under:

MCB	36 months
RCCBs/RCDs	36 months
MCCB/BFF/Fuse Bases/Changeover Switchgears/SDF	12 months
DBs	12 months
Rewirable/HRC fuses	6 months

All from the month/year stamped on the product.

Please refer to separate customer warranty & replacement policy for further details.

This may be updated from time to time and shall be informed.

All goods claimed to be defective to be sent by customers to our authorized channel partner where they will be inspected by our service engineer and thereafter approved for replacement subject to terms & conditions of our warranty. Returned goods should be accompanied by CPs challan clearly mentioning the reason for return and mentioning the relevant invoice number.

The CPs may send the defective material to our warehouse along with relevant documents on monthly basis. The service engineer will verify the defective material at our respective warehouses and approve the replacement subject to terms and conditions of our warranty. The products which do not qualify for replacement will be send back to CPs warehouse/premises.

The company will arrange to replace the products/issue credit note after inspection and verification.

## J. General

### Company's channel partner shall:

- Not alter, remove, conceal, paste any stickers or otherwise interfere with any markings or other identification on the product or its package and sell the same in the same package, in which the product is supplied to him by the company. CP shall immediately inform/ bring to the attention of the company any improper or wrongful use of the Company's trademarks, emblems, designs, copyright or other marks, which may come to their notice and assist the Company at its request in taking all steps to defend such rights of the Company. CP shall not assign, transfer or in any way make over this agreement/policy or his rights and obligations hereunder without the written consent of the Company.
- Not make any promises, representations, warranties or guarantees with reference to the product, except those which are authorized by the Company in writing.
- Not use the trade name, trademarks, emblems, designs, copyrights or other marks of the Company except with the consent and in accordance with the directions given by the Company.

If not submitted earlier, within 15 days from the date hereof provide the names and addresses of all their partners/directors along with a copy of the partnership deed / memorandum and articles of association.

Forthwith notify to the Company about any change in the constitution and/or substantial change in ownership/management and shall furnish to the Company documentary proof in respect of the same. In such an event, continuance of this policy/ agreement shall be subject to the approval of the Company.

Comply, at their cost, with all the statutory requirements (including legal metrology act and its rules) as may be necessary in order to carry out your obligations under this policy/ agreement.

CP shall act towards Company conscientiously and in good faith and not allow its interests to conflict with the duties it owes Company under this agreement/policy and the general law. Except as expressly authorized by Company, it will not act in a way which will incur any liabilities on behalf of Company.

CP shall exercise due diligence and all reasonable care and skill in the performance of the services and all services performed or to be performed by the CP hereunder will be carried out by adequately trained employees, agents or subcontractors of the CP with the necessary skill and expertise, and in a workmanlike and efficient manner.

CP will use its best endeavors to meet any timelines or timing requirements specified by Company hereunder.

CP and its employees, agents and subcontractors shall conform to Company standards which apply to this agreement and will comply with all applicable Company policies and security provisions in effect from time to time at any Company client's premises and shall carry out the services in a manner consistent with the ethical and professional standards of Company.

The services shall conform to standards generally observed in the industry for similar services.

CP shall abide by Company's branding guidelines and shall not use Company's name, logo or any other Intellectual Property Rights of Company in any promotional materials or other communications with third parties without Company's prior written consent except internally for the services.

CP is legally authorized to engage in business in India and will provide Company satisfactory evidence of such authority upon request.

The CP shall not carry out any act or make any omission which has or could be expected to have an adverse impact on the product of Company or any Company norms.

This agreement/policy shall not be an exclusive arrangement between the parties and nothing in this agreement shall prevent Company from procuring such services which are the same as or similar to the services from any third party. Company does not guarantee any specific level of expenditure or any minimum number of projects under this agreement/policy.

#### **K. Indemnity**

Each party shall indemnify and hold harmless the other party, its officers, agents and employees from and against any claims, demands, or causes of action whatsoever, including without limitation those caused by any negligent act or omission or unlawful misconduct of such party, its subsidiaries or their officers, or employees, agents or representatives, resulting in any loss of or damage to any property or injury or death of any person as a result of any breach by such party of any representation, warranty, covenant or any other term of this agreement/policy.

#### **L. Audit**

CP shall provide to Company, its internal and external auditors, inspectors, regulators and other representatives that Company may designate from time to time, access at reasonable hours to CP's records and other pertinent information, all to the extent relevant to the performance of CP's obligations under this agreement/policy including all charges made and services performed by CP pursuant to this agreement/policy and payments (whether in kind or in cash) made by CP for or on behalf of Company. CP will cooperate as is necessary in such audits and will provide all necessary books and records to establish such compliance. CP shall provide assistance reasonably requested by Company or its designee in conducting any such audit and shall make requested employee/s, records and information available during the said policy/agreement and thereafter.

#### **M. Severability**

If any provision of this agreement/policy is held by a court of law to be illegal, invalid or unenforceable,

- (i) that provision shall be deemed amended to achieve as nearly as possible the same economic effect as the original provision, and
- (ii) the legality, validity and enforceability of the remaining provisions of this agreement/policy shall not be affected or impaired thereby.

#### **N. Force Majeure**

Neither party shall be liable for nonperformance or delays, under any circumstances, which occur due to any causes beyond its reasonable control. These causes shall include, but shall not be limited to, acts of God, wars, riots, strikes, fires, storms, floods, earthquakes, shortages of labor or materials, labor disputes, broker failures, third party service provider failures, transportation embargoes, pandemic, epidemic, acts of any government or agency thereof and judicial actions. In the event of any such delay or failure of performance, the date of delivery or performance shall be deferred for a period equal to the time lost by reason of the delay.

#### **O. Export Control Laws And Prevention Of Corruption And Fair Competition**

The CP acknowledges that the purchased products sold under this agreement, which may include technology, are subject to the customs and export control laws and regulations of India and regulations on embargoes, sanctions of an economic, commercial or financial nature, and other restrictive measures specified by France and the United States/United Kingdom/European Union/United Nations (US/UK/EU/UN) and may also be subject to the customs and export laws and regulations of the country in which the products are manufactured and/or received ("embargoes") and to obtain all licences, shipping documents and authorizations required for the resale, export or re-export of the Company products.

For any authorized resale under this policy/ agreement, the CP acknowledges and agrees that it is his sole responsibility to comply with those laws and regulations and to take confirmation from its distributor /reseller to the same effect and the Company shall not be responsible in case any laws, restrictions/embargos/sanction list imposed by US/UK/EU/UN is contravened.

The CP undertakes to comply with all applicable national and international laws and regulations relating to the prevention of corruption and fair competition.

The Company and its group/associates/parent companies and their internal and external auditors shall be entitled to audit the CP's compliance with obligations relating to these matters. In case of non compliance of above referred matters, the Company shall have right to cancel the order, or terminate the relevant agreement, in all events, without creating any liability whatsoever with regard to the buyer or end user."

#### P. Intellectual Property

All the intellectual property rights relating to the products, to the documents submitted by Company to the services provided by Company remain its exclusive property. Accordingly, Company shall remain the exclusive owner of the studies, plans, diagrams and all documents submitted to the CP or with which the CP has been able to acquaint itself in connection with the policy/agreement or a sales proposal.

Company grants the CP the right to use the documents submitted for its own needs to operate and maintain the facilities, at its own risk.

The CP acknowledges that these documents are confidential and must not be disclosed to third parties in any way, without prior, written permission from Company and must be returned to it without delay if the agreement is terminated, or not entered into or upon any request on its part.

#### Q. Conflict Of Interest

The CP declares that it and/or its employees:

- Neither the CP nor any of its employee/s has/have a conflict of interest in the context of this policy/agreement. A conflict of interest may arise, in particular, from economic interests, political affinities, family or emotional attachments or any other common shared relationships or interests.
- Will inform Company's purchasing department or to write to notified parties of this policy/agreement promptly of any situation that might constitute a conflict of interest or that is likely to lead to a conflict of interest.
- Has not made and undertake not to make any offer, of any kind whatsoever, from which an undue advantage may be derived in regard to this contract.
- Has not directly or indirectly consented, solicited, sought to obtain or accepted any financial or other advantage in favour of or from any person whomsoever, constituting an illegal practice or amounting to bribery and corruption, directly or indirectly, as an incentive or a reward connected to the award of the said policy/agreement.

Email address of notified party of the company is [customer.care@indoasian.com](mailto:customer.care@indoasian.com).

#### R. General Compliance Of Law

CP shall comply with all applicable laws, rules, ordinances and regulations of the state designated in the governing law provisions stated in the said policy, and with any other jurisdiction in which it acts. In no event shall CP be obligated under this agreement to take any action that it believes, in good faith, would cause it to be in violation of any laws, rules, ordinances or regulations applicable to it.

#### S. Dispute Resolution

**Notification:** In the event of any dispute arising out of or relating to this agreement/policy, the authorized personnel of either party shall notify the authorized personnel of other party in writing.

**Response:** The CP shall respond to the dispute notice in writing within ten (10) business days of receipt of notification from the Company. The language of communication shall be in English.

#### T. Arbitration

In the event of any disputes, differences or question which, may arise at any time hereafter between the Company and CPs relating to the terms of this policy/agreement or the rights and liabilities of the parties hereto, the same shall be referred to the decision of a sole arbitrator to be appointed by the managing director of the Company in accordance with and subject to the provisions of the arbitration and conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force. The venue of such arbitration shall be at Delhi and the courts at Delhi shall have the jurisdiction to deal with the arbitration proceedings and the awards in accordance with law. The language of arbitration shall be in English language.

#### U. Jurisdiction of Court

This policy/agreement shall be subject to jurisdiction of court in the Delhi, India.

**V. Company may enter into separate agreement/contract with each channel partner as per the requirement of the IndoAsian.**

#### W. Termination

This policy/agreement supersedes all previous documents and shall be in force from 01st Jan 2021 or from the date of signature of the CP (for new appointments). The company or CP may terminate this agreement on 30 days prior notice..

*This sales agreement has been formulated to improve our service level to CPs which is very important in the growth phase of the company. The company is open to suggestions keeping in view the long term interest of our customers as well as the CPs who are our partners in business. We however reserve the right to withdraw or modify any of the clauses of this agreement/policy keeping in view the market feedback & changes in market conditions as well as government policies and taxes. Any changes or modifications done to this agreement/CP policy shall be intimated accordingly.*

**AUTHORISED RCP AGREEMENT FOR 2021**

Dear Sir,

We have read your printed agreement / sales and operation policy (IA-CP-POLICY-2021) for CY 2021 and confirm our acceptance to the terms and conditions stated therein. Updated details about our company as well as other details for 2021 operations are as under :-

NAME &amp; ADDRESS OF THE CP : \_\_\_\_\_

TEL.No. \_\_\_\_\_ MOBILE \_\_\_\_\_ E-MAIL ID \_\_\_\_\_

CONSTITUTION OF CP (Proprietor/Partnership firm/Company): \_\_\_\_\_

Name of Sole Proprietor/Partners/Managing Director: \_\_\_\_\_

Product Profile : Switchgear ☐ WA ☐ Both ☐**SALES TARGET FOR 2021**

On the basis of sales during the previous year, potential in the territory and discussions with IA sales personnel, we have finalized/agreed to the following sales target for the year 2021:

	2019		2021 Target
Switchgear	Net Sales	DOS	Sales
Power Products			
Protection Products			
Wiring Accessories			
TOTAL			

*Annual Turnover Incentive applicable only on Policy target value.*

**TERRITORY & SEGMENTS TO BE COVERED AS AGREED****BASIC TRADE DISCOUNT**

The trade discount on MRP applicable from time to time for the IndoAsian product range as per policy will be conveyed separately. M.R.P. will be as applicable on date of dispatch. Discounts will be subject to change with 2 weeks prior intimation.

**PAYMENT TERMS**

We have read the payment terms/credit limit policy and the same is acceptable to us.

Three blank signed cheques no. 1 \_\_\_\_\_ 2 \_\_\_\_\_ 3 \_\_\_\_\_  
drawn on \_\_\_\_\_ are attached / have been already given towards advance payment.

Business deposit Cheque no. \_\_\_\_\_ date \_\_\_\_\_ amount \_\_\_\_\_  
₹20000 for tier 2 / tier 3 cities & ₹30000 for tier 1 cities.

For **AUTHORISED CP**

( CPs Stamp/Signature &amp; Date )

**For Office Use**

CP CODE	Branch Code	Account Managers' Name	Account Managers' ID

For **Novateur Electrical & Digital Systems Pvt. Ltd.**

(Regional/Branch Head)

(Regional/Branch Accountant)

**Date:**

**Product MIX: Product wise target**

**Other declarations:**

**Customer base declaration:**

Please enclose your latest  
Business/Visiting Card here.



**CORPORATE OFFICE:** V. J. Business Towers, A-6, 1st Floor, Sector-125, Noida- 201303, U.P., India. Ph.: +91-0120- 686 4444, 3305100 Website: www.indoasian.com

**CUSTOMER CARE HEAD:** Novateur Electrical & Digital Systems Pvt. Ltd., V.J. Business Towers, A-6, 1st Floor, Sector-125, Noida- 201303, U.P., INDIA. Ph: + 91-0120-3305111. E-Mail: customer.care@indoasian.com.

#### **NORTH**

**Regional Sales office**

**DELHI NCR**

V. J. Business Towers  
A-6, Ground Floor,  
Sector-125, Noida-201303  
Ph.: 0120-6858900

**Branch office**

**CHANDIGARH**

S.C.O.-11, 2nd Floor,  
Sector-26, Madhya Marg,  
Chandigarh-160002  
Ph.: 0172-3934651

**Branch office**

**JAIPUR**

433, 4th Floor, Ganpati Plaza,  
M. I. Road,  
Jaipur-302001  
Ph.: 0141-4113528

**Branch office**

**LUCKNOW**

301, 3rd Floor, Chintel House,  
Station Road,  
Lucknow-226001  
Ph.: 0522-4013210

#### **SOUTH**

**Regional Sales office**

**BANGALORE**

787, 1st Floor "Skyline Vista"  
15th Cross, 100 Feet Ring Road  
J P Nagar 1st Phase  
Bangalore-560 078  
Tel: 080-46219999

**Branch office**

**COCHIN**

Door No.65/1317, Syda Building,  
2nd Floor, Kaloorkadavanthra Road,  
Kaloork, Ernakulam District,  
Kochi-682017 (Kerala)  
Ph.: 0484-4055581-88

**Branch office**

**COIMBATORE**

Door No. 83,  
Dr. Nanjappa Road,  
Coimbatore-641018  
Ph.: 0422-2302715

**Branch office**

**CHENNAI**

No.5, 1st Floor, Mahalingapuram Main Road,  
Nungambakkam,  
Chennai-600034  
Ph.: 044-28172096, 28170527

**Branch office**

**HYDERABAD**

312, 3rd Floor,  
Amrutha Estates, Himayath Nagar,  
Hyderabad-500029  
Ph.: 040-66742425

#### **WEST**

**Regional Sales office**

**MUMBAI**

401 & 408, K.P. Arrum,  
Marol Morshi Road, Andheri East,  
Mumbai-400059  
Ph.: 022-61035800

**Branch office**

**AHMEDABAD**

102, 1st Floor, Shivalik High Street,  
Near Mansi Circle, Vastrapur,  
Ahmedabad-380015  
Ph.: 079-29701351-53

**Branch office**

**INDORE**

202, KK Bafna Arcade,  
Janjeerwala Square,  
Race Course Road,  
Indore-452001  
Ph.: 0731-4064064

**Branch office**

**PUNE**

311, Pride Silicon Plaza,  
Bhamburda, Shivaji Nagar,  
Senapati Bapat Marg,  
Pune-411016  
Ph.: 8087610722

#### **EAST**

**Regional Sales office**

**KOLKATA**

"Raikva Building" Room No. 8, 2nd Floor,  
3A Ram Mohan Garden Lane,  
Beliaghata E.M.Bypass, Kolkata-700010  
Ph.: 033-66041503