

BUSINESS TERMS & CONDITIONS

(1) HOMELAND AGRO NATURAL HARVESTER PVT. LTD. Appoints area wise exclusive distributor for the goods manufactured by the company for the area comprising of different markets mentioned in detail. The sole agent shall have exclusive right to sell the goods of the manufacturer in the afore-mentioned area.

(2) This appointment shall last for a period of five years computed from the date of this agreement. It may, however, be extended for further periods not exceeding five years on each occasion. (Under section 294 (1) of the Companies Act, 1956, no company shall appoint a exclusive distributor for a term exceeding five years at a time.)

(3) The manufacturer undertakes not to sell their goods in retail below the prices.

(4) The sole agent shall not sell the goods in retail below the prices time to time notified by the company.

(5) The sole agent has to pay Rs. 2000 (Two Thousand Rupees) for Silver Franchisee Rs. 5000 (Five Thousand Rupees) for Gold Franchisee and Rs.10000 (Ten Thousand Rupees) for Platinum Franchisee to Homeland Agro Natural Harvester Pvt. Ltd. as franchisee fees for a period of 5 years for the sole right of selling of the company's produce in the aforesaid area.

(6) The sole agent has to provide security deposit / Bank guarantee to Homeland Agro Natural Harvester Pvt. Ltd. If the franchisee is intended to avail credit facility. This amount would be treated as maximum credit limit available from Homeland Agro Natural Harvester Pvt. Ltd. time to time for the purchase of goods on credit for a maximum period of 21 days. The outstanding amount must be paid within 21 days from the date of invoice against the supply of goods. Homeland Agro Natural harvester Pvt. Ltd. will provide an interest of 4% pa against the security deposit. This security amount is fully refundable and would be refunded within 60 days of written request by the sole agent only if; this amount is not adjusted against any outstanding for the supply of goods on credit to the sole agent by the manufacturer.

(7) The sole agent is entitled to receive a loyalty bonus from the company after the successful completion of 5 years of franchisee

relationship with the company. The bonus amount would be decided by the company on the basis of effort made, performance and market presence created by the sole agent

(8) The prices of the goods would be based on present market quotations, shall be payable by the sole agent to the manufacturer.

(9) The supply of the goods would be done on the basis of written Purchase Order / Mail / SMS / any other form of soft copy. The order must be placed responsibly by the sole agent, as it cannot be cancelled once the goods become ready with manufacturing date with Expiry Date and Batch Number. The goods once delivered cannot be returned or adjusted against anything. The sold goods can be replaced only if truly damaged in natural condition within the expiry date mentioned on the pack of the goods.

(10) The retail prices would be notified by the company time to time. Thereafter the prices shall be liable to increase or decrease according to fluctuation in market quotations.

(11) The sole agent shall be entitled to a commission declared time to time by HOMELAND AGRO NATURAL HARVESTER PVT. LTD. on the sale price of the goods.

(12) The HOMELAND AGRO NATURAL HARVESTER PVT. LTD. shall not affect direct sales of goods within the area mentioned in CI. (1). All inquiries, orders and correspondence which HOMELAND AGRO NATURAL HARVESTER PVT. LTD. receive in relation to that area shall be forwarded to the sole agent to be dealt with.

(13) The sole agent may appoint sub-agents and representatives for the area covered by the sole agency. The manufacturers shall not enter into any correspondence or dealings, direct or indirect, with them.

(14) HOMELAND AGRO NATURAL HARVESTER PVT. LTD. agrees to execute the orders placed by the sole agent so far as the goods available with them permit. HOMELAND AGRO NATURAL HARVESTER PVT. LTD. neither guarantees minimum supply of goods to the sole agent nor is the latter bound to place order for any minimum quantity of goods.

(15) Once the purchase order made and signed, we start processing that order with batch code and expiry date hence; it can't be cancelled in any case. After delivery of the goods if any of the items gets

damaged due to delivery related reasons or naturally torn / leaked individual units / packs must be returned for replacement within 45 days of delivery date without fail. If not returned within the date it will remain totally company's decision whether the replacement need to be made.

(16) In case the terms of this appointment are varied by the Central Government in exercise of its power under section 294 (5) ©, Companies Act, 1956, this appointment shall, as from the date as may be specified by the Central Government in its order of variation of terms, be regulated by the terms and conditions as varied by the Central Government.