

S.No. 2019

pharox

Application Form for Channel Partner (CP) LIGHTING TRADE

CP CODE

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(To be filled up by Pharox Global Private Limited)

DATE OF APPOINTMENT: _____

(To be filled up by Pharox Global Private Limited)

PHAROX GLOBAL BRANCH _____

Firm's Name: _____

Firm's Address: _____

City: _____ District: _____

Pin Code: _____ State: _____

Land Line: _____ Mobile: _____

Fax.: _____

Email: _____

Contact Person: _____

Mobile of Contact Person: _____

SALES PERSON
(TSI)

AM/RM

ACCOUNTS
(HO)

APPROVED BY
(HO)

pharox

PHAROX GLOBAL PRIVATE LIMITED

CHANNEL PARTNER DATA SHEET

(For private use only)

Passport
Size
Photograph
of the
Proprietor/
Partner/
Director

1. Constitution of firm

: Proprietorship

: Partnership

: Pvt./Ltd. Company

: Please specify if any other _____

2. Date of Establishment

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3. Experience in Business

: Lighting _____ Year/s, other _____ Year/s

(a) GST IN No.
(Copy attached)

: _____

(b) PAN No.
(Copy attached)

: _____

4. Name(S) of Partners/Proprietors/Directors :

NAME	D.O.B	MARRIAGE ANNIVERSARY

5. a) Present Residential Address of all the Director/Partner/Proprietor

Rented

☐

Own

☐

CITY						P	I	N	-								
DISTRICT						STATE											

Land line No. (1) _____ Mobile : (2) _____

5. b) Ancestral Residential Address of all the Director/ Partner/ Proprietor

CITY						P	I	N	-							
DISTRICT						STATE										

Land line No. (1) _____ Mobile : (2) _____

Qualification : _____

Qualification : _____

Counter Dealer

(Specify the make & type)

Stiffness	Sales Personnel	Other Factors
1	2	3
4	5	6
7	8	9
10	11	12
13	14	15
16	17	18
19	20	21
22	23	24
25	26	27
28	29	30
31	32	33
34	35	36
37	38	39
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43	44	45
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64	65	66
67	68	69
70	71	72
73	74	75
76	77	78
79	80	81
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331	332	333
334	335	336
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355	356	357
358	359	360
361	362	363
364	365	366

Stall strength : Sales Personnel _____ Other Employees _____

Vehicle Strength : (1) _____ (2) _____ (3) _____

Godown area : Sq. Ft.: _____ Rented _____ Own _____

Shop area : Sq. Ft.: _____ Rented _____ Own _____

Total investment in current business: (Rs / lacs)

Trade deposit : Rs. _____ Ch. / D. D. No. _____

Trade deposit : Rs. _____ Chq./D.D.No. _____

Bank account no.: (1) _____ (2) _____

9. Profile of your existing retailers - For trade

District	State	Covered by CP	Total Population of Covered Town	No. of villages	Villages being Covered by CP	Total Population of Covered Village

10. Proposed Annual Sales Target for 'PHAROX LIGHTING SOLUTIONS'

DISTRIBUTION PRODUCTS

Quantity / Value (₹)	LED Bulbs/Lamps		LED Batten		Other Range of LED	
	Qty	Value (₹)	Qty	Value (₹)	Qty	Value (₹)
Year 1						
Year 2						
Year 3						

11. (a) Do you have any relationship with any of Pharox Global's existing CP/Distributor/Employee.
If

so details thereof: _____

(b) Sister Concern, if any (Name & Business):

(C) Did you earlier apply for any dealership with 'Pharox Global'.?

If yes give particulars: _____

Declaration

I hereby declare that all statement in the application are true, complete and correct to the best of my knowledge and belief. In the event of information being found false or incorrect of my channel partnership may be considered terminated without any notice.

Date:

Signature with Rubber Stamp of the CP
(In case of partnership firm signature of all partners)

Place:

Reference of at least two persons.

Signature

(1) _____

(2) _____

Name and address:

CHECKLIST OF DOCUMENTS TO BE SUBMITTED ALONG WITH FORM

(A) Proof of identify (Please provide copy of mentioned document for all the Directors/Partners/Proprietors of the Firm)

- a. Pan Card b. Passport

(B) Proof of Residence (Please provide copy of mentioned document for all the Directors/Partners/Proprietors of the Firm)

- a. Adhaar Card b. Passport

(C) Have you enclosed the following

- | | | | |
|----|--|-----|----|
| a. | Photograph of all Directors/Partners/Proprietors of the Firm | Yes | No |
| b. | GSTIN | Yes | No |
| c. | Copy of Cancelled Cheque | Yes | No |
| d. | Copy of Constitution Documents
(MOA and AOA/Partnership Deed) | Yes | No |

➤ Refundable Channel Partnership Deposit Cheque for Rs _____

Date _____

M/S Pharox Global Private Limited

Registered Office : 05022, ATS One Hamlet,

Noida, Sector 104, (U.P.) 201304, INDIA

Reg :- Application for Channel Partnership.

AGREEMENT

This agreement is made and executed at Noida on the _____ day of _____, 20_____

Between

M/s. PHAROX GLOBAL PRIVATE LIMITED. having its Registered office at 05022, ATS One Hamlet, Noida Sector 104, (U.P.) 201304, India represented by Shri _____ (hereinafter referred to as "THE COMPANY") which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assignees of the other party.

And

M/s _____, a Proprietorship Firm/a Partnership Firm/a Company, duly registered under the Indian Partnership Act, 1932/Companies Act, 1956 having its Registered/Corporate office at _____, and represented by Shri _____, the Sole Proprietor/Managing Partner/ Director duly authorized in this behalf by virtue of a power of attorney or board resolution dated _____ residing at _____ (hereinafter referred to as "Channel Partner (CP)" which expression shall unless repugnant to the context or meaning thereof, be deemed to include his/its respective heirs, executors, administrators and assignees of the other party."

WHEREAS

The company is marketing various kind of lighting products, including their intermediately products & parts, i.e. LED Bulb/Lamp, LED Tube Light, LED Spot Light, LED Down Light etc. under PHAROX brand as may be illustrated and described in the catalogues, literature etc. from time to time, as also such of the new products that may be introduced by the company from time to time, which are hereinafter collectively referred as to "The Products" The company is desirous to appoint a Channel Partner for _____ Town/District of _____ of State.

The Channel Partner has approached the company and has expressed his/her desire and has consented to act as CP of the Company.

NOW THIS AGREEMENT WITNESSETH AS FOLLOW

1. I/We hereby appointed as CP of the Company for the areas mutually decided for the purpose of making sales of company's product for the period of _____ years from the date hereof on the terms and conditions set forth hereunder. However, they have not liberty to sell the company's products outside the mutually decided area/territory.

X _____ X

(Signature & Firm's Stamp)

2. That the CP shall not while selling Company's products, make any representation in the trade or give any warranty other than contained in the company's current printed price list.
3. That the CP shall, in all his commercial dealing and documents and on the nameplate or letterhead, indicate his place of business and describe himself as authorized CP of the Company.
4. That the CP shall not sell the product of the Company to any purchaser, except at price list of the Company published from time to time.
5. That a breach of conditions of clause _____ here of shall entitle the company to terminate this agreement forth with and also to recover from the CP by way of liquidated damages the sum of Rs _____ for each such product sold in breach of said clause.
6. That this agreement shall not be assignable to any other person/party.
7. That the CP shall always, during the existence of this agreement, devote his whole business time and energy in pushing the sale of the company product and shall in all such dealing act honestly and faithfully and diligently.
8. That the CP shall keep the products of the company for sale in a premises approved by the company, which shall be kept clean and well equipped.

a. Price+ Discounts

The Dealer Landed Price (DLP) is the FOR price to the dealer inclusive of GST. The price prevailing at the time of delivery will apply. No special price shall be valid or applicable unless they are duly approved in advance by the Sales Head. Any claim whatsoever at a later date from side of CP shall not be entertained once the billing has been expedited. The company shall ensure that any revision whatsoever shall be duly communicated to CP in writing before the change is implemented.

- b. Any special prices or discounts on DLP offered to CP from time to time are to be treated strictly as confidential and under no circumstances CP will show companies invoices to others or give a copy of the same or disclose our prices verbally or in script to anyone unless it is legal/statutory requirement. Any action on account of such unauthorized disclosure shall be deemed invalid and non-actionable, since it violates the confidential clause and company shall be at liberty to file a suit for breach of confidentiality. Any special price/discount will not be entertained, unless the same is communicated in writing by the authorized Pharox Global representative.
- c. All taxes, levies, penalties and any other imposition, present or future (apart from GST) will be charged extra as applicable at the time of actual delivery. Any future liabilities that may arise in view of interpretation/amendments of any law or laws by the central or state Government authorities/Court orders in relation of any taxes/duties/levies and/or any impositions shall be borne by you.

- d. The Maximum Retail Price (M.R.P.) List circulated to CP indicates the maximum price to be charged by CP and allow for inclusion of GST, Octroi and other levies. CP will, however, be free to charge lower price than the M.R.P.

9. Proprietary rights

- a. The Dealer accept for all purposes that any brand name, logos, trademarks or Identifying slogans affixed by PharoX Global, constitute the exclusive property of PharoX Global or their affiliated companies and cannot be used except in connection with the promotion and sale of the product of PharoX Global. The Dealer shall not contest, at any time, the right of PharoX Global or its affiliated companies to any brand names or logos used or claimed by PharoX Global or such companies.
- b. During the term of this agreement, the Dealer is authorized to use PharoX Global's brand Name(s), logos and trademarks only in connection with the Dealer's commitments as set out in this Agreement. The Dealer's use of such logos and trade names shall be in accordance with the guidelines issued by PharoX Global. In the event of termination of this Agreement, howsoever caused, the Dealer's right to use such trademarks, logos shall cease with immediate effect.
- c. PharoX Global reserves the right of prior review and approval of the Dealer's use of the PharoX Global's brand name, logo and trademarks and all relevant advertisement material. The Dealer will not publish, nor cause to be published, any advertising, or make any representation oral or written, which might confuse, mislead or deceive the public or which are detrimental to the name, trademarks, goodwill or reputation of PharoX Global.
- d. PharoX Global shall allow the Dealer to use its logo/trademarks to be displayed on the signboard to be placed at the Dealer's Outlet(s) and on the each memos and/or bills issued by the Dealer towards the sales of PharoX products affected by the Dealer. However, the intellectual property rights associated with such brand names, logos and trademarks are and shall remain the sole property of PharoX Global.
- e. You will at no time do anything which is likely to damage the good name and reputation of PharoX Global. PharoX Global shall be at liberty to sue for any damage done by you and your agent/employee to its good name, goodwill and reputation.
10. Indemnity You shall keep us, at all times, harmless and indemnified against claims if any from third parties in respect of acts done by you under this arrangement and against claims/losses/expenses damages if any that may be caused by you by reason of contravention/violation of any statutory provisions, rules and regulations in force from time to time. You shall not alter, modify or replace the products or the package in which the products are sold, in any manner so as to mislead the consumer and thereby contravening any law applicable thereto, specially, the standard weights and measures Act, 1976 and packaged commodities rules, 1977 as amended from time to time. You shall indemnify PharoX Global against any liability arising due to such contravention.
11. Anti-Corruption Clause: You agree to comply with the requirements and principles of the policies of the Government Of India, relating to business practices generally (including anti bribery) and standard of conduct for transactions with governments. Such compliance includes (but is not limited to) the obligation not to pay, Offer or promise to pay, or authorize the payment directly or indirectly of any money or anything of value to any person (whether a government official or private individual or corporation) for the purpose of illegally or improperly inducing or rewarding any favorable action by a governmental official or a political party or official thereof or private individual or corporation to make a buying decision or illegally or improperly to assist) you in obtaining or retaining business, or to take any other action favorable to yourself.

12. GST

GST on billing price shall be as per applicable Law.

13. Return of Cheques

In case a cheque issued by the CP representing payment to the company is returned by the drawee bank as unpaid due to any reason whatsoever, the CP shall be liable for criminal prosecution in terms of the provision of section 138 of the Negotiable instruments Act, 1881 as amended up to date and/or other legal action under the civil as well as under the criminal law applicable as on date, as may be attracted.

14. Death, Insolvency or Transfer etc.

The entire outstanding dues in the CP's account shall become payable in full by the CP, his successors or assignees, as the case may be, in the event of death, insolvency or winding up or transfer of business of the CP.

15. DELAY IN EXECUTION OF ORDERS

The Company shall not be liable or responsible for any damage or loss incurred by CP or by any other party due to non-execution or delay in execution of order.

16. FORCE MAJEURE CLAUSE

The Company shall not be in any way be liable for delay or non-performance, either in whole or in part, for execution of any orders due to transporters strike/lockout, go-slow, tool-down resorted by workers, \ shortage of labour, non availability of wagons, stoppage of railway/transport booking for raw material as well as finished goods, loss and damages to machinery, riots, warfare, floods, power cut, insurrection or restraints imposed by the Central or State Govt., Acts of God or any other reasons of whatever nature etc, which are beyond the control of the Company or that of its suppliers.

X _____ X

(Signature & Firm's Stamp)

17. Export Control Clause

Compliance with Export Control Clause

- a. If the dealer transfers goods (hardware and/or software and/or technology as well as Corresponding documentation, regardless of the mode of provision) delivered by PharoX Global or works and services (Including all kinds of technical support) performed by PharoX Global to any market beyond india, the dealer shall comply with

all applicable national and international (re-) export control regulations. In any event of such transfer of goods, works and services the dealer shall comply with the (re-) export control regulation of the Republic Of India

- b. Prior to any transfer of goods, works and services provided by PharoX Global India to the Dealer shall in particular check and guarantee by appropriate measures that-There will be no infringement of an embargo imposed by the Republic Of India and/or by the United Nations by such transfer, by brokering of contracts concerning those goods, works and services, also considering the limitation of domestic business and prohibitions of by-passing those embargos; -such goods, works and services are not intended for use in connection with armaments, nuclear technology or weapons, if and to the extent such use is subject to prohibition or authorization, unless required authorization is provided; -The regulation of all applicable sanctioned party Lists of the Republic Of India concerning the trading with entities, person and organizations listed therein are considered.
- c. If required to enable authorities or PharoX Global to conduct export control checks, the Dealer, upon request by PharoX Global, shall promptly provide PharoX Global with all information pertaining to the particular end customer, the particular destination and the particular intended use of goods, works and services provided by PharoX Global, as well as any export control restrictions existing.
- d. The dealer shall indemnify and hold harmless PharoX Global from and against any claim, Proceeding, action, fine, loss, cost, and damages arising out of or relating to any non compliance with export control regulation by the dealer, and the dealer shall compensate PharoX Global for all losses and expenses resulting thereof.

18. CHANNEL PARTNERSHIP DEPOSIT

The CP shall deposit and/or shall keep deposit with the company a sum of Rs. _____ towards authorized CP Ship Deposit at the time of execution of this Agreement by means of Demand Draft in favour of PharoX Global Private Limited Authorized Channel Partnership Deposit of Rs. _____ shall carry simple interest @ _____ % p.a. payable annually, which may be changed from time to time as per company's policy. The Channel Partnership deposit amount or credit balance amount (if any) shall be refunded to the CP as and when the CP ceases to be an Authorized CP of the Company, subject to clearance of all other outstanding dues. CP indemnifies/confirms for using deposits for clearing the outstanding balances.

- a. That the CP shall issue an "Outstanding Balance Statement" to the Company after every three months from the date of execution of this agreement, an acknowledgment signed by the proprietor/managing partner/managing director, as the case may be, duly authorized in this behalf, wherein he would mention, admit and confirm the amount outstanding against him or his firm/company on the date of such acknowledgment. The said acknowledgment shall be binding on his firm/company and be used in any legal proceedings against them.

19. DISCLOSURE OF INFORMATION

- a. When requested by the Company, the CP shall provide any information, records or certificates that the Company deems necessary. The CP also authorized the Company to verify the information furnished by whatever means or from whichever source the Company deems necessary. If the data is not provided or incorrect data is provided, the Company, as its discretion, may refuse renewal of the C Partnership or cancel the C Partnership forthwith and demand payment of all dues on the CP's account.
 - b. The CP expressly recognizes and accepts that the company shall be absolutely entitled and have full power and authority to sell, transfer or assign any outstanding and dues in the CP accounts to any third party of the company's choice and written information by the company to the CP of any such action shall bind the CP to accept any such Third Party as the creditors and to pay over such outstanding and dues to the Third Party.
- 20.a. The CP appointment as Authorized Channel Partner shall automatically cease on dissolution of the CP's firm, and in the event of CP's retirement or death or lunacy or insolvency during the pendency of this agreement.
- b. The CP's appointment shall also automatically cease on expiration of the period covered by this Agreement unless it is renewed/extended in writing by the company. If no such written information in received by the CP, The CP's appointment shall not be deemed to be Renewed or extended.
21. That at the information of the Agreement, whether by efflux of time or otherwise, the Company shall not be liable for any act of CP thereafter.
22. That at the termination of this Agreement the account between the Company and CP shall be mutually adjusted within one month of such termination, in case any party fails to settle the accounts, the said party shall be liable to pay interest @ _____ for the period above 30 days from the termination of this Agreement.

X _____ X

(Signature & Firm's Stamp)

23. That either party may terminate this Agreement at its option by giving to the other party one clear month's advance notice in writing.
- a. The CP hereby expressly agrees, recognizes and accepts that if the sales volume of the CP or the payment position of the CP to the company against the goods received, is not found satisfactory by the company up to the satisfaction of company's management, then in such a case the company shall have full power and be entitled to reduce/restrict/change in allotted town/district/area of operation or to terminate this agreement and thereby CP appointment as authorized CP in its sole discretion and in such an event no action whatsoever for breach of agreement or otherwise shall lie or be brought against the company.

24. NOTICE

The Company shall send any notice to CP by pre-paid post to the usual or last known address of the CP, such document shall be deemed to have been, duly served four days after the date of posting, If mailed to any address in India.

25. **MISCELLANEOUS**

- a. The CP hereby irrevocably authorizes the company to approach his/ its banker for attachment of his/its assets/moneys against any outstanding balance on his account and to do all acts, deeds and things, which the company may deem fit in connection therewith. This clause shall survive the termination of this Agreement.
- b. The company has right to amend his Agreement time to time and at any time, which shall be noticed by the company on its website or/and communicated to the CP by post/personally or/and by any other means and the CP shall thereupon be deemed to have accepted/rectified the same if he/it continues to place orders on the company for the supply of goods.

26. **SETTLEMENT OF DISPUTES**

In the event of any dispute that may arise of this agreement, or touching upon this agreement, or in the course of business dealing between the company and the CP, the same shall be subject to the jurisdiction of Delhi courts only.

Executed at Corporate Office of the company at Noida on this _____ Day of _____, 20____ in the presence of the following witnesses,

ACCEPTED

FOR PHAROX GLOBAL PRIVATE LIMITED

X _____ X

(CP's Signature with Firm's Stamp)

Date _____

Place _____

Witnesses

1. _____

Signature

2. _____

Authorized Signatory

Witness

1. _____

Signature

2. _____

PHAROX GLOBAL PRIVATE LIMITED

Registered Office : 05022, ATS One Hamlet,

Noida, Sector 104, (U.P.) 201304, INDIA

Website: www.pharoxglobal.com

pharox

PHAROX GLOBAL PRIVATE LIMITED

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UTTAR PRADESH

WEBSITE: www.pharoxglobal.com