

AGREEMENT

THIS **AGREEMENT** is entered in to on this day, the,between the Coir Board, Kochi- 16, Kerala, a statutory body established by the Govt. of India under the Coir Industry Act 1953 and represented by the Secretary, Coir Board hereinafter called the “Board” which expression shall include his successors and assignees on the one part and hereinafter called the “Supplier” which expression shall include their successors, heirs, administrators, executors and legal representatives on the other part.

WHEREAS the BOARD has decided to evolve proper guiding instructions to streamline the existing Market Development Initiatives so that coir products of good quality and reasonable prices are sold at various outlets working on franchisee model all over India. The Coir Board has also decided to enroll such manufacturers, traders, dealers etc., of coir product who intend to sell their products all over India through the franchisees registered with Coir Board so as to ensure a minimum assured returns on their products. In response to the call for empanelment made by the Board... applied for enrolment as supplier and accordingly the Board decided to enrollas a supplier of coir goods to the Board’s franchisees. Now it has been mutually agreed to by the parties, that

- The marketing operations shall be on the e-commerce lines through the supply base franchisee model connected through a dedicated coir trade portal (CP) developed by the Board. Till such time the trade portal is developed and made fully operational the supplier will have the liberty to do off line trading with the franchisee.
- The offline trading will be stopped forthwith from the date on which the trade portal is declared as open by the Board.
- The financial transactions between the franchisee as a supplier and the Board in offline trading will be only under NEFT/RTGS through their dedicated bank accounts.
- Once the trade portal is declared as open and supply of goods commenced there under the financial transactions will be carried out exclusively through the payment gateway set up under the e-trade portal.

- Board would be charging 3% of the sales proceeds from supplier base to Franchisees as well as sales between Franchisees and customers towards Portal Maintenance Cost (PMC) along with taxes, if any, applicable as per the law in force from time to time.
- The PMC on trade between Supplier and Franchisee will be borne by Supplier and between Franchisee and customer will be borne by the Franchisee.
- The Supplier will be solely responsible for maintenance of the quality, guarantee/warranty of the product supplied by him/them to the franchisees and he/ she shall be liable to make appropriate compensation for the loss incurred by the Franchisee/ or the franchisees customer, on account of inferior quality/quality deterioration. The supplier is also responsible to any repairs and maintenance of the products supplied by him/her.
- Board will be conducting quality inspection and certification on the specific request of the franchisee or supplier on payment of prescribed fees.
- Publicity support for the promotion of sale of coir goods under this agreement as deemed fit and needed from time to time shall be provided by the Board
- Supplier and Franchisee will be given a User Id and password for login to the trade portal.
- Supplier agrees to consistently maintain the product features and specifications of the coir products supplied under this agreement.
- Board will define the product categories from time to time, under which the Suppliers can list their products with their custom brands.
- Placement of supply order between Supplier and the Franchisee and the payment thereof under the online trading will be made through the Portal.
- In the offline mode of business transactions. the placement of orders, its acceptance, intimations of despatch of products, receipts of product releases and acknowledgements of payment etc. shall be communicated in e-mail. Copies of all the e-mails sent between the supplier and franchisee and vice versa will be sent to the e-mail id of the Board's HQ and the Board's designated field office.
- 50% of the total value of supply order shall be remitted by the franchisee on placement of the order and the balance on receipt of the alert on ready to ship the consignment from the Supplier. So far as the offline mode, the remaining 50% shall be remitted by the franchisee on getting the intimation of despatch of goods by the supplier on documents through bank base.

- After shipment of the goods, the Supplier shall upload the Airway Bill / LR, as the case may be, to facilitate transfer of money to the account of the Supplier.
- The supplier agrees to render consolidated monthly returns to the Board indicating the volume and value of goods sold to each franchisee.
- While transacting all financial dealings of the supply of goods and its sales under the online mode 3% will automatically credited to Board's account and the rest to the account of Supplier/ Franchisee
- The Portal Maintenance Cost levied from the Supplier and franchisee shall be subject to revision from time to time and the Board reserves the right thereof.
- During the implementation of the system on off line mode, the payment will be done by franchisee directly to the supplier through RTGS/NEFT and the System Monitoring Charges of 3% would be directly remitted by the Supplier and Franchisee to Coir Board in the dedicated bank a/c.
- Payment of all taxes like Sales tax, VAT, GST, Central Excise etc will be made and all the formalities thereof shall be taken care of either by the Supplier or by the Franchisee as per their statutory obligations.
- Board will have its option for launching the international trade portal subsequently and if the supplier is desirous of enrolling in the international trade shall remit the subscription/charge fixed and demanded by the Board.
- Supplier agrees for their classifications by the Board based on performance.
- The Supplier can upload the ranges of products which he/ she is proposing to trade along with visuals, measurements, quality parameters, uses, stock and prices at origin
- The uploading of product visuals shall initially be organized by Coir Board for ensuring quality of the visuals, if the supplier desires so.
- Suppliers and Franchisees, if desirous, can use the Credit Window under the online mode for effecting credit sale by following the documentation procedure.
- Suppliers agree that they will produce and supply the required quantity of coir products by adhering to the quality standards and delivery time schedules of the franchisees.
- Suppliers agree to respond to the trade enquiries of the franchisees with their conditions for supply through the portal.
- The Supplier, intending to go for the credit sale shall validate the genuineness of the Franchisee through suitable means like verification of credentials enquiry by own agents etc.

- In case of disputes between Supplier Base and Franchisee the decision of the Secretary Coir Board shall be final. In case of any legal proceedings between Supplier, Franchisee or Customer, Coir Board should not be made party to the legal dispute between any of them.

The terms and conditions and wordings in the agreement shall be interpreted under Indian laws.. The parties hereto expressly agree that all dispute arising out of and/ or relating to this agreement including any collateral document shall be subject to the exclusive jurisdiction of the Court/Tribunal of the city in which the Board which is party to this agreement is situated, provided however that if any dispute arising under this agreement is below the pecuniary jurisdiction limit of the court.

It is mutually agreed that neither party shall be liable for any failure to perform any of its obligations under this Agreement if the performance is prevented, hindered, delayed by a Force Majeure event and in such case its obligations shall be suspended for so long as the Force Majeure event continues. Each Party shall promptly inform the other of the existence of a Force Majeure event and shall consult together to find a mutually acceptable solution. "Force Majeure" means an act of God including but not limited to fire, flood, earthquake wind, storm, or other natural disaster; act of any sovereign authority including but not limited to war, invasion, act of foreign enemies, hostilities (whether war be declared or not) civil war, rebellion, terrorist attacks, revolution, insurrection, military or usurped power or confiscation, nationalization, requisition, destruction or damage to property by or under the order of any government or public or local authority or imposition of government law, judgment, order or decree, sanction, embargo or similar action, blockade or labour dispute/unrest, strike in the industry, bandh, whether declared by any political party or otherwise or any other civil interruption or situation including but not limited to lockout or boycott.

Dated this theday of

Address, seal and Signature
of the authorized signatory of the
Board

Address, seal and Signature
of the supplier/.....