

Dealership Agreement

This Dealership Agreement is made and entered into on this [Day] of [Month], [Year], by and between:

Tuffco India Private Limited, a company incorporated under the laws of India with its registered office located at #327/1, Ekta market, Street no. 4, Sector 45C, Chandigarh, 160047, hereinafter referred to as "Company," and [Dealer's Name], a dealer based in [City, Country], hereinafter referred to as "Dealer."

Together, the "Parties" agree to the following:

1. Scope of the Agreement

Appointment: The Company appoints the Dealer to market, promote, and sell the Company's Products in [geographic territory] as a non-exclusive/exclusive dealer, subject to the terms and conditions of this Agreement.

Products: The Dealer is authorized to sell the following products:

- [Tuffco Brushless Cordless Impact Wrench 600NM
- Tuffco Brushless Cordless Impact Wrench 800NM
- Tuffco Brushless Cordless Impact Wrench 1300NM
- Tuffco Brushless Cordless Impact Wrench 3000NM
- Tuffco Brushless Cordless Pruner Shears
- Tuffco TC-10 Cordless 4 in 1 Impact Drill
- Tuffco TC-20 Cordless 3 in 1 Hammer Drill
- Tuffco HDPE Portable Toilet]

2. Dealer Responsibilities

Sales Obligations: The Dealer agrees to use its best efforts to market, promote, and sell the Products within the territory.

Sales Targets: The Dealer will achieve a minimum sales volume of [According to product] units of the Products per quarter/year.

Brand Representation: The Dealer will maintain high standards of integrity and professionalism in representing the Company's brand and products.

3. Company Obligations

Supply of Products: The Company agrees to supply the Dealer with sufficient quantities of the Products based on orders placed by the Dealer.

Training & Support: The Company will provide necessary product training, marketing materials, and technical support as needed.

Marketing Assistance: The Company may assist the Dealer with marketing campaigns, including but not limited to advertisements, brochures, and digital promotions.

4. Pricing and Payment Terms

Dealer Price: The Company shall sell the Products to the Dealer at the agreed-upon discounted price. The current price list is attached in **Page 5**.

Payment Terms: Payment for Products must be made in full, in advance, before the Products are shipped. No Products will be dispatched until full payment is received.

Payment Method: Payment can be made via [bank transfer, Qr-code, debit card, etc.], as agreed between the Company and the Dealer.

Failure to Pay: If the Dealer fails to make the full advance payment, the Company reserves the right to cancel the order and terminate the agreement if necessary.

5. Delivery and Shipment

Shipping Terms: The Company shall arrange for the shipment of Products to the Dealer. Freight charges will be borne by the Dealer.

Risk of Loss: The risk of loss shall transfer to the Dealer once the Products have been delivered to the carrier for shipment.

Delivery Timeframes: Standard delivery times are 7-10 business days, subject to availability and external factors.

6. Warranty and Returns

Product Warranty: The Company provides a standard warranty of 1 year for its products against defects in materials and workmanship.

Returns: Defective products may be returned within 7 to 10 days of receipt, provided that the defects are reported in accordance with the Company's **Return policy**.

Replacement/Refund: The Company may, at its discretion, offer a replacement or refund for any defective products returned within the warranty period.

7. Marketing and Advertising

Use of Company Materials: The Dealer shall use marketing materials provided by the Company or obtain approval for any self-created marketing materials.

Trademarks and Logos: The Dealer may use the Company's trademarks, logos, and product images for advertising purposes, subject to the Company's written approval.

Promotions: The Dealer agrees to participate in promotional campaigns run by the Company as reasonably requested.

8. Term and Termination

Duration: This Agreement will commence on the Effective Date and remain in effect for one year.

Renewal: This Agreement may be automatically renewed for successive periods of one week unless either party provides written notice of termination at least 30 days prior to the expiration.

Termination for Cause: Either party may terminate this Agreement with immediate effect if the other party materially breaches any terms and fails to remedy the breach within 30 days.

Termination without Cause: Either party may terminate the Agreement without cause by providing 60 days' notice in writing.

9. Confidentiality

The Dealer agrees not to disclose any confidential information provided by the Company, including product pricing, marketing strategies, company data or customer information, without prior written consent.

10. Intellectual Property

The Dealer acknowledges that all intellectual property related to the Company's products, including but not limited to trademarks, patents, and copyrights, is the exclusive property of the Company. The Dealer is granted a non-exclusive license to use the Company's intellectual property for the purpose of fulfilling its obligations under this Agreement.

11. Dispute Resolution

Negotiation: Any disputes arising under this Agreement will first be resolved by good faith negotiations between the Parties.

Mediation/Arbitration: If negotiation fails, disputes may be submitted to mediation or arbitration in Chandigarh.

12. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of India.

13. Force Majeure

Neither party shall be held liable for any delay or failure to perform due to circumstances beyond its reasonable control, including natural disasters, war, labor strikes, or governmental regulations.

14. Amendments

Any modifications or amendments to this Agreement must be made in writing and stamped/signed by both Parties to be considered valid.

15. Entire Agreement

This Agreement constitutes the entire understanding between the Parties and supersedes any prior agreements or understandings, written or oral, relating to the subject matter herein.

IN WITNESS WHEREOF, the Parties here to have executed this Dealership Agreement on the date first above written.

[Your Company Name]

By: _____

Name: _____

Title: _____

Date: _____

[Dealer Name]

By: _____

Name: _____

Title: _____

Date: _____

Trial Period for Machinery

To enhance the confidence of our dealers in our products, we offer an option for a trial period. Dealers may request to trial the machinery for a specified duration to evaluate its performance and suitability for their needs. Following the trial, should the dealer wish to place a bulk order, they must provide feedback on the trial experience.

Details of the trial period, including duration, terms, and conditions, will be outlined in a following points:

■ Terms and Conditions

- Dealers may request a trial period for the machinery for a duration of 7 to 10 days to evaluate its performance.
- A written request for the trial must be submitted to us at least 3 days in advance and product delivery time will be 6 to 7 days.
- Following the trial, dealers must provide feedback and indicate if they wish to proceed with a bulk order.

■ Pricing

- The pricing for all products will be outlined in the supplier's price list.
- Trial order product discount will be 5% with free delivery.

■ Return Policy

- Products can be returned within 10 to 15 days of delivery, provided they are in their original condition and not physically broken or spoiled.
- Returns must be accompanied by a valid invoice or payment proof.
- Any products returned after the specified period, missing spare or without invoice may be subject to a restocking fee of 5-10% according to product.

■ Payment Terms

- Payment for all orders is to be made in advance.
- Buyer can make payments using various methods, like: QR-Code, Debit card, Net Banking etc.
- Cash on Delivery (COD) is available, requiring 50% advance payment and the remaining 50% to be paid upon delivery.

Dealers/Distributors Price List

Product	Standard Price(pp.)	Gst (18%)	Retailer Discount (%)	Discounted Price(Inc. gst)	Mini. Order Qty.
Tuffco Brushless Cordless Impact Wrench 600NM	9,500/-	1,710/-	15%	9,528/-	3
Tuffco Brushless Cordless Impact Wrench 800NM	12,000/-	2,160/-	15%	12,460/-	3
Tuffco Brushless Cordless Impact Wrench 1300NM	18,000/-	3,240/-	15%	18,690/-	3
Tuffco Brushless Cordless Impact Wrench 3000NM	45,000/-	8,100/-	15%	47,790/-	2
Tuffco Cordless Pruner Shears	9,500/-	1,710/-	20%	8,968/-	6
Tuffco TC-10 Cordless 4 in 1 Impact Drill	9,500/-	1,710/-	25%	8,968/-	5
Tuffco TC-20 Cordless 3 in 1 Hammer Drill	10,500/-	1,890/-	25%	9,912/-	5
Tuffco HDPE Portable Toilet	85,000/-	15,300/-	10%	80,240/-	2

Discount Structure

■ Bulk Order Discount

- Tuffco Wrench (**600NM to 3000NM**)
- Tuffco Drill (**TC-10 & TC-20**)
- Tuffco **Pruner Shears**
- Tuffco **HDPE Portable Toilet**

6-12 Units:- 25% discount
10-20 Units:- 30% discount
6-18 Units:- 30% discount
5-10 Units:- 20% discount

■ Seasonal Promotions

- 5% discount during promotional periods (e.g., Diwali, Dushehra, Navratri, New Year etc.)
- The promotional period should begin one week prior to the start of the festival.

■ Loyalty Discounts

- Extra 5% off for long-term retail partners who maintain a certain order volume over the year.

Terms and Conditions

- Discounts apply only to retailers with a valid dealership or partnership agreement.
- Discounts are applicable only to orders that meet the minimum order quantities.
- Payment terms: 100% advance.
- Shipping fees may be waived on bulk orders exceeding a certain amount.
- Prices are subject to change without prior notice based on market conditions.
- Buyer can only apply one discount at a time, whether it's seasonal, bulk, or retailer-specific.
- A loyalty discount can be applied if the buyer has been with the company for at least one year or has placed five bulk orders.

Return Policy

At Tuffco India Private Limited, we strive to ensure that our customers are satisfied with our products. If, for any reason, you are not completely satisfied with your purchase, we offer a return policy as outlined below:

1. Eligibility for Returns

- Products must be returned within 7 days from the date of delivery.
- Items must be in their original condition, unused, and in the original packaging.
- Proof of purchase, such as an invoice or receipt, is required for all returns.
- The return policy applies only to products purchased directly from Tuffco India Private Limited or from authorized dealers.

2. Non-Returnable Items

- Custom or special-order products.
- Items that have been used, damaged by improper use, or modified by the customer.
- Products that are not in their original packaging or missing accessories/manuals.

3. Defective or Damaged Products

- If the product is defective or damaged upon arrival, please notify us within 2 days of receiving the product, and we will arrange for a replacement.
- We may ask you to provide photos or documentation of the defect or damage before processing the return.

4. Return Process

- To initiate a return, please contact our customer service team at (+91) 73472 32368 with your order number and reason for the return.
- Once approved, you will receive instructions on how to return the product.
- The customer is responsible for return shipping costs unless the product is defective or the wrong item was delivered.



5. Refunds

- Once we receive and inspect the returned product, we will notify you of the approval or rejection of your refund.
- If approved, the refund will be processed, and the credit will be applied to your original method of payment within 3-4 business days.
- Shipping fees are non-refundable unless the return is due to our error.

6. Exchanges

- If you would like to exchange a product for a different model, please follow the return process above and place a new order for the desired item.

7. Warranty

- All power tools are covered under the standard one year warranty and portable toilet covered under the three year warranty. If your product has a defect that falls under warranty, please refer to our Return Policy for details on how to claim a repair or replacement.

8. Contact Information

For further questions about our return policy or to initiate a return, please contact us at:

Email: tuffcoindia2021@gmail.com

Phone: (+91) 73472 32368

Address: #327/1, Ekta market, Street no. 4, Sector 45C, Chandigarh, 160047

