

**To,
All the Stockiest**

SUB: TERMS & CONDITIONS FOR PROPAGANDA PRODUCTS STOCKISTSHIP.

We are furnishing here below our general terms and conditions for our Stockiest ship of Propaganda products.

1. TERRITORY:

- We will fix the territory of your area for which you will be appointed Stockiest under our terms and conditions.
- We are enclosing herewith an information form to fill up by you and to be returned to us duly signed by you under your rubber stamp, if you agree to become our distributor.
- Yours appointment will be made by mutual agreement and willingness and unless entered into an agreement for a specific period, can be terminated by either side by one month's notice to the other.
- Our company offers monopolized area to the dealers who have capacity and capability to sell its product as marketing franchisee associated.
- We will not appoint another Stockiest in the same area for same category of products, while you should maintain your Target & Sincerely.

2. PROMOTIONAL MATERIALS: (APPLICABLE TO PROPAGANDA PRODUCTS STOCKIST ONLY).

- We will provide you Visual Aid, Literatures and Products card as a promotional material.
- Physician Samples will be regularly available with us and its prices are as per actual cost.
- Physician's Samples, worth 10% of the first order will be supplied free of cost by us as introductory offer. Please note that Additional Physician Samples value will be added by issuing Debit Note. Because, as per Law, we cannot raise invoice for Physician Samples.
- Detailing bags can be supplied by us on chargeable basis. The cost will be Rs.900/- for bag. Detailing bags will not be supplied by us on free of charge.
- We will not supply any free goods or bonus goods free of charge.
- You will be required to reach a purchase of Rs. 30,000/- per District per month (Minimum 50 products to be promoted) at our billed amounts and thereafter to achieve a rise at 30% in sales every year. The bills will be Prepared for our items as per price list as in force, (PCD PRICE) inclusive of excise duty. In case of failing not continuing purchase continuously for two months this agreements will get cancelled automatically.

3. PRICE LIST :

- All product lists are available in our web site.
- All Products will be supplied on NET RATE basis only.
- The management will have a right to effect change in prices either way, due to circumstances beyond control or any legal or statutory obligation.

4. TERMS OF PAYMENT :

- We will supply our goods 100% through bank only. We will not supply any goods directly to any Stockiest.
- We will not supply the goods directly to any Stockiest without surety of payment.
- We shall allow 2% discount of net bill value on Advance payment.
- No other payment terms are accepted by us except bank.
- In case of emergency, we will supply the goods directly only up to the value of your deposit amount lying with the Company.
- Interest will not be charged if the Stockiest retires the documents within 30 days from the date of Lorry Receipt.
- Interest will be charged if the documents are retired after 30 days from the date of Lorry Receipt.
- We will not change our Terms of Payment for any Stockiest, because, our billing system is totally Computerized.
- Bank commission and courier charges can be deducted on making payment of bills in one part.
- Rs. 100.00 is to be added to the amount of bills, if payment is made by cheque.
- No other discount /commission are deductible.
- Company can appoint additional dealer or take any other decision, if below purchase and timely payment is not made.
- Dealers are given monopoly in operation, if payments and purchases are regularly as per norms.

5. 'C' FORM :

- We require blank 'C' Form with your first order every quarterly with your signature on back sides of 'C' Form.
- We will not supply you goods if we will not receive your 'C' Form.
- You have to provide us Xerox copy of your Sales Tax Registration Certificate.
- If you are not able to provide us 'C' Form, then we will charge 5% Central Sales Tax.

6. DEPOSIT :

- We require minimum Rs.5000/- as a Security Deposit and for the same, we will pay 12% Interest per annum.
- We will not supply your first order until we receive security deposit amount of Rs.5,000/- from you.
- We require Security Deposit Amount of Rs.5,000/- by Demand Draft issued in favor of WEST COAST PHARMACEUTICAL WORKS LTD.
- If any of our Stockiest requires goods directly, in that case, we accept Rs.25,000/- to Rs.1,00,000/- as a Security Deposit Amount and we will pay interest as per RBI rules.

7. TRANSPORT :

- Goods will be supplied through a reputed transport that has their own branch in Ahmedabad and in your town also.
- If direct transport facility is not available for your town then we will supply our goods to your nearest town and it will be Stockiest's responsibility to collect the goods from the transport at his own cost. We will not reimburse the expenses incurred by Stockiest to take the goods from nearest town to his own town.
- All consignments are dispatched by SELF G.R.

WEST-COAST PHARMAEUTICAL WORKS LTD.

Meldi Estate, Near Prasang Party Plot, Opp. Sola Bhagwat, Sayona City Road, Gota, Ahmedabad-382481-INDIA.

Ph. No. : 02717-241152/53, Fax : 02717-241154, E-mail : www.info@westcoastin.com, Web : www.westcoastin.com.

- ➔ Freight is paid by the company on all consignments of Rs. 10,000/- and above. Consignments below Rs. 10,000/- will be sent by TO PAY G.R's and freight @ 1% of value of bill will be discounted in bill as freight discount.
- ➔ Goods shall be dispatched through requested post parcel, speed post, courier, air cargo, and transport at the cost of party for urgent supply. The dispatch will be made by the party's choice.

8. BREAKAGE CLAIM :

- ➔ Breakage claim will be considered only if we receive Breakage goods like cap, broken bottles or labels within 60 days from the date of Lorry Receipt.
- ➔ We also require breakage intimation from you within 30 days from the date of Lorry Receipt. Without Breakage Intimation we will not entertain your Breakage Claim which may please be noted.
- ➔ In Breakage the claim must be filled by you with us within 30 days from the date of dispatch of goods (i.e. the date of the LR), giving particulars of name of products involved, batch number, pack size, quantity invoice number and date and return the damaged products in their original packing at your cost. Our dated claims will not be accepted.

9. EXPIRY DATE AND NON MOVING GOODS :

- ➔ We will not accept any return goods of expiry, non moving items supplied by us under Propaganda Stockiest Terms and Conditions.

10. ORDER:

- ➔ You can place your order at +91-90990 87107, Fax. No + 91-2717-241154 or email at nsm@westcoastin.com, sales@westcoastin.com or through our website www.westcoastin.com
- ➔ Kindly place your order in written format E.g. fax / email / sms etc to avoid any sort of miscommunication.
- ➔ Always mention your requirement for promotional material in the order. Do not depend upon company executives to send you promotional material automatically. It is better if you mention quantity wise requirement of samples, catch covers, leave behind cards, gift items etc.
- ➔ Kindly keep tracks of the circulars (about new products) being issued by the company from time to time and try to include new products in your upcoming order.
- ➔ Do not deal in cash with any of our marketing executive and in case you make cash payment, always insist for a cash receipt.
- ➔ We always welcome your suggestions for:
 - Introducing new products.
 - Improving presentation of products.
 - Changing MRP as per latest market demand.

11. ORDER VALUE :

- ➔ We will not supply the orders worth less than Rs.5000/-.

12. JURISDICTION :

- ➔ For any kind of Dispute, Jurisdiction will be Ahmedabad Court only.
- ➔ Any dealings/NOC matters with Local/ State/ National Chemists Association, if required shall be managed by you at your own cost.

**CONFIRMATION LETTER FROM THE PARTY AGREEING TO TERMS FOR
APPOINTMENT AS DISTRIBUTOR ON FRANCHISEE**

To,

West Coast Pharmaceutical Works Ltd.
Ahmedabad-382481

Dear Sir,

We have read all terms and conditions for our appointment as your Distributor on Franchisee and we agree with the same. We want to operate for the district _____ and we undertake to reach the sale of Rs.30,000/- PM per district for the first year. The required information about us is given as under:

1. Name of the firm : _____
2. Main Functional Person : _____
3. Full Address(with district, state, pin code) : _____

- PH.NO:**
4. Drug Wholesale License Nos. : _____
5. Sales Tax Regn. No. : _____
6. Central Sales Tax No. : _____
7. Present Area of Operation : _____

Particulars of existing Distributorship (D) and Propagandist – Cum - Distributorship (PCD)

Sr. No	Name of the Company	Area Covered	Monthly Sales

8. Name & Address of BANKER (With pin code) : _____

9. Preferred Transporter : 1. _____ 2. _____
Booked at : _____
10. Constitution of the Firm Proprietary/ Partnership/Private Ltd. Co. : _____
11. Name & Residential Address of Proprietor /Partner/Directors : 1. _____ 2. _____

Ph/Mob. No : _____

Place:
Date:

**Rubber Stamp of Firm & Signature
Of the Authorized Person.**

P.S: Please enclose Xerox copies of Drug Licenses & Sales Tax/CST Reg.