



## AUTHORISED DISTRIBUTOR

From 01<sup>st</sup> October 2024 to 31<sup>st</sup> March 2025

## M/S. ATOM ENGINEERING PRODUCTS PVT LTD

Jharsuguda, Odisha

GST Number: 21AAICA3862B1Z8

For

**WELDING CONSUMABLES, WELDING POWER SOURCES  
& ACCESSORIES, GAS CUTTING, SPARES & PERSONAL  
PROTECTIVE EQUIPMENT (PPE)**

**Aditya T. Malkani**  
Managing Director

## ADOR WELDING LIMITED

Regd. & Corp. Office: Ador House, 6, K. Dubash Marg, Fort, Mumbai - 400 001-16, Maharashtra, India. CIN: L70100MH1951PLC008647

☎ 020 4070 6000 | ✉ cmo@adorians.com | 🌐 www.adorwelding.com

# TERMS & CONDITIONS

## GOVERNING DISTRIBUTORSHIP/DEALERSHIP



The Undersigned Authorised Distributor/Dealer hereby agrees to the following terms & conditions:  
**Authorised Distributor's/Dealer's Obligations/Commitments: The Authorised Distributor/Dealer shall,**

1. Have a formal office & a godown, as may be prescribed by the Company.
2. Adopt and follow ethical business practices.
3. Be assigned periodic targets, by the Company, based on the area of operation & potential, which are to be achieved.
4. Be eligible for incentive/discounts/commissions etc. subject to Trade & Commercial Policy of the Company and provisions of clause 3 above.
5. Be responsible for clearing of outstanding/dues as it is primary responsibility.
6. Share the relevant customer information with the Company, as & when called for and shall ensure adequate & timely services to new as well as existing/old customers.
7. Endeavour to promote and sell all types of products of the Company.
8. Maintain a minimum of 25% of its yearly business target, as its average working capital, for the business with the Company.
9. Ensure IT enabled environment at its office for smooth & speedy commercial dealings.
10. Obtain and keep valid all licenses, permissions etc. required under applicable laws to perform its obligations hereunder.
11. Maintain confidentiality of its commercial dealings with the Company and of its account details, including username and password, if any, shared by the Company.
12. Transact on cash & carry basis or as per mutually agreed payment terms between the Company and the Distributor/Dealer.
13. Keep adequate number of technically competent staff, for marketing and sales of the Company's products.
14. Be responsible for insurance of the stocks at its office premises/godown.
15. Not make representations or give any warranty in respect of the products other than those authorised by the Company. The Authorised Distributor/Dealer acknowledges that the Company shall not be responsible for acts or omissions of Authorised Distributor/Dealer, their employees or representatives.
16. Not use the name or trademark/logo of the Company on its letterheads or otherwise except in the manner approved by the Company and acknowledge that brand ADOR and Trade Names of the Company's Products shall always be the exclusive property of the Company.
17. Adhere to the Trade & Commercial Policies of the Company at all times.
18. Not transfer or assign its rights enumerated hereunder or the Distributorship/Dealership.
19. Not violate the terms and conditions stipulated herein or engage in any unethical business practice including dealing in spurious goods, evasion of government taxes, duties etc. which shall lead to cancellation of his Authorised Distributorship/Dealership.

### AWL'S RESPONSIBILITIES/COMMITMENTS/RIGHTS

1. The Company will provide necessary training, support and assistance to the Authorised Distributor/Dealer or its employees, as may be reasonably required, to update them on Company's business and products, and also in order to promote and support sales of the products of the Company.
2. The Company will supply quality products and address the manufacturing defects, if any, either by of replacements or servicing or refunds, on a case-to-case basis.
3. The Company will communicate its marketing/selling/trade/commercial policies, governing the business relationships between the Company and its Authorised Distributor/Dealer, from time to time.
4. The Company, through its designated executives, shall endeavour to maintain utmost cordial relationship with the Authorised Distributor/Dealer and any point of discord shall be reported to Senior Management of the Company for suitable remedial actions.
5. Goods/Products, once sold to the Authorised Distributor/Dealer or its customer shall not be taken back except for reasons of non-conformance/manufacturing defects which are reported within 15 days of the receipt of such products or as specified in the Trade & Commercial Policy.
6. The Company will provide all technical support to the Authorised Distributor/Dealer to handle technology/engineering related queries, in order to ensure that the customer gets the right product for the right application.
7. Disputes, if any, during the course of business relationship shall be mutually discussed & amicably resolved. Legal resource shall be the last resort.
8. The Company reserves the right to cancel this Distributorship/Dealership without any cause by giving the Authorised Distributor/Dealer thirty (30) days prior written notice of cancellation. In the event of gross misdemeanour or gross breach of terms and conditions stipulated herein, or trust the Distributorship/Dealership shall be cancelled immediately.
9. Any legal dispute shall be subject to the jurisdiction of the courts in Mumbai.

ACCEPTED BY

**COMPANY SEAL & AUTHORISED SIGNATORY**

This certificate is valid only if its duly signed and stamped by the Authorised Distributor/Dealer.

Name of the Company/Firm:

for ADOR WELDING LIMITED

Signature :

Name :

Date :

Place :

01<sup>st</sup> October, 2024

Mumbai, INDIA.

**Aditya T. Malkani**  
Managing Director

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