



Aakash InfoTech

301, Vardhman Trade Centre, Phulchhab Chowk, Rajkot - 360001

Ph: (0281) 2457381/2457038/3040558

Web: www.aakashinfo.com

E-Mail: sales@aakashinfo.com

Dealership Terms & Conditions for All INDIA

✓ **Roles & Responsibilities of Dealer**

- Dealer shall act as a representative of Company in the target area given to him by company.
- Dealer shall appoint and maintain sufficient sales and support staff according to target area.
- Dealer shall do his level best efforts for promotion of company's products in respective area.
- Dealer shall in no way promote any other product/services relevant to company's products/services.
- Dealer shall maintain sufficient computer hardware / network / telephone facilities for company's product/services.
- Dealer shall ensure that sales and support services be maintained as per company norms.
- Dealer shall be responsible for acts of omission, commission or wrong representation on his part.

✓ **Roles & Responsibilities of Company**

- Company will provide products / services to dealer for sales.
- Company will provide advertising materials like brochures, sign boards etc. to dealer.
- Company will provide technical and functional assistance to the dealer.
- Company will provide training for dealer sales and support staff at dealer premises as well as at company headquarters.
- Company will provide assistance in marketing activities like road show, participation in trade fairs, conferences, paper ad, mailer etc. on expense sharing basis.
- Company will provide guidance regarding customization of software to dealer technical staff. If customization will be done by company personals on behalf of dealer than company will charge appropriate customization charges to the dealer.
- Company never does customization for individual customers. However software itself can be customized by the way of tools like User defined fields/ User defined masters/ User defined reports etc.

- Company can do customization after discussion with dealer for market potential, long term benefits and feasibility survey.

✓ **Pricing Structure**

- Pricing structure for Company's products/services will always be decided by the company. However any customization and / or any other services is provided by the dealer than dealer can apply additional charges to the end-user.
- Current pricing structure for end-user is attached separately.
- Company reserves right to change pricing structure anytime.

✓ **MRP**

- Dealer shall not sell any software of the company on a price higher or lower than what may be fixed by company from time to time. However if customization is done and / or any services are provided to the end-user than dealer can charge additional charges specifying additional services in the bill.

✓ **Dealer Type, Deposit & Training.**

Type Of Dealer	Deposit Amt Rs.	Discount on MRP Value Sales	Service Support	Service Support Training
Super Dealer	50000	40%	Full Service Support to Client	At Company Training Center
Dealer	25000	30%	Full Service Support to Client	At Company Training Center / at Dealer Places
Reseller	No Deposit	10%	No Service Support to Client	No Training

✓ **Payment Terms**

- Advance against order.

✓ **End-user Billing**

- Company will bill to dealer only. End user billing will be done by dealer and any payment from end-user will be collected by the dealer.

✓ **Product Packaging**

- Dealer shall supply the products supplied by company as it is and shall not unpack or sell the products in any other manner.

✓ **Sales Promotion**

- Dealer will have to abide by marketing policies of Company as spelt out from time to time.
- Dealer will display Signboard and Dealership Certificate provided by company at his premises where it can be seen by all visitors.
- Dealer shall deploy dedicated sales persons to distribute the product and make all efforts to achieve / exceed the sales target allocated to the Dealer.
- Company shall provide standard promotional material and publicity support to all selling agencies. If the dealer desires to have personalized material, the dealer may do so at own cost with prior written approval from company.
- Company may sponsor participation in exhibitions / road shows by bearing 50% of the basic cost of hiring of exhibition premises, with the balance cost and staffing being borne by the dealer.
- Dealer shall make every effort to promote the sales of company. In case it is felt by the company that the dealer is not taking proper interest, it may terminate the dealership by giving 1 month's prior notice.
- Company reserves the right to directly sale the product to retail buyers in the region assigned to the dealer availing of web marketing, corporate deals or any other techniques for which the dealer would be paid an overriding commission as determined from time to time. The dealer shall be responsible for complaint handling and after sales support in such cases.
- Company may appoint Marketing Agent who will network with the dealer and also assist in co-ordination between dealer and company.

✓ **Area**

- Dealer shall not distribute company's products in any territory other than assigned to him.

✓ **Staff**

- Dealer will appoint and maintain Technical and Marketing staff which will be trained by Company at either dealer or company premises.

✓ **Sub dealer / Agents**

- Dealer is entitled to appoint sub-dealers / agents / salesman etc. on salary and or commission basis however prior approval from company must be obtained. Further appointment of these sub-dealers /agents is subject to condition that they strictly follow terms and conditions of company.

✓ **After Sales Service**

- Dealer shall attend to any complaint / query for the product with due care and attempt to remedy / rectify at their end, failing which they shall promptly seek assistance from company.
- 180 days free service support will be provided to end user.
- Release for the same version of the product will be provided free of cost to end-user.
- From time to time Company may introduce upgrades to the products which may be priced depending upon nature of upgrade.
- After warranty period, call charge which will be dependent upon distance and nature of work shall be charged to the end user. This call charge will entirely go to the dealer.
- Dealer may enter into service agreements with customers for the products sold on his own.

✓ **Reporting**

- Dealer will have to provide periodic reports regarding activities in Sales and / or support as and when required by the company.

✓ **Software Licensing**

- Dealer will try to ensure that no piracy of the products takes place in the area under the dealer and will immediately inform Company if such occurrences come to light. Company holds the copyright for the product and any copyright infringement / violation will be dealt with strictly as per law. The dealer is expected to immediately bring to the notice of Company any copyright violation of company's products in the territory assigned to them.
- Dealer will also assist Company in taking action against any form of product piracy / copyright infringement / violation in that territory.