



महाराष्ट्र MAHARASHTRA

● 2023 ●

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प्रधान मुद्रांक कार्यालय, मुंबई<sup>१</sup>  
प.मु.सि.क. 600094

12 APR 2024

सक्षम अधिकारी

SERVICE PARTNER AGREEMENT

श्रीमती लोचना सरमलकर

THIS SERVICE PARTNER AGREEMENT ("Agreement") is entered on the 01<sup>st</sup> day of April 2024

BETWEEN

**JSW STEEL COATED PRODUCTS LIMITED**, a company incorporated under the provisions of the Companies Act, 1956 with CIN [ U27100MH1985PLC037346 ], bearing PAN [ AACCM3988L ] and having Registered office at JSW Centre, Bandra Kurla Complex, Bandra East, Mumbai, Maharashtra (hereinafter referred to as "JSW/ the Company"), which expression shall, unless repugnant to or inconsistent with the context or meaning thereof, be deemed to mean and include its associate companies, successors and assigns) of the ONE PART;

AND

BOMBAY COATED AND SPECIAL STEELS PVT LIMITED a company incorporated under the provisions of the Companies Act, 1956 with CIN [U27209MH2019PTC335077], bearing PAN [ AAICB8258 having its registered office at 401, Royal Chambers, Opp club Millenium, N.S.Road No 1, JVPD Scheme, Mumbai - 400049

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For BOMBAY COATED AND SPECIAL STEELS PVT. LTD.

DIRECTOR

hereinafter referred to as the “Service Partner” which term or expression shall be deemed to include its successors and assigns/ the surviving partners, their respective heirs, executors, administrators and permitted assigns) through its Director Mr Nitin Gupta of the Other Part.

Hereinafter JSW and the Service Partner will be individually referred to as a “Party” be individually referred to as a “Parties”.

**WHEREAS:**

- A. JSW is inter alia engaged in the business of manufacturing and sale of Coated steel and its allied products.
- B. Service Partner is engaged in the business of processing, marketing and selling of steel and allied similar items.
- C. The Service Partner has approached JSW and has represented that it has necessary knowledge, skill, experience, expertise, infrastructure, working capital for rendering the Services as more particularly specified under this Agreement; Further the Service Partner has predominant presence in West, North And South region.
- D. The Service Partner has represented to JSW that it enjoys absolute peaceful possession of and/or is otherwise well and sufficiently entitled to a commercial premises situated at  
**West Region Plant 1:** - Bldg. No 182 & 189, Unit 1 – 3, Indian Corporation Logistic Complex, Mankoli Naka, Village Dapode, Bhiwandi, Thane, Maharashtra, 401302  
**West Region Plant 2 :** Gut.No.19 & 33/4,Taluka Wada, Village-Vardha,Dist-Palghar-421303,Maharashtra,  
**Plant 3 at North Region:** - Plot No.SP7-356, RIICO Industrial Area Ghilot, Shahjahanpur Industrial Area,Alwar,Rajasthan-301706  
**Plant 4 at South Region:** - 685, EMC 1<sup>st</sup> Cross, Sri City, Tirupati, Andhra Pradesh -517646, India  
hereinafter referred to as “**Premises**”
- E. The Parties wish to enter into this Agreement to document and record their mutual understandings and agreements in relation to the terms and conditions on which will govern their relationship;

Now therefore, in consideration of the mutual promises and other consideration, the sufficiency of which is acknowledged, the Parties, intending to be legally bound, agree as follows:

**1. DEFINITIONS**

- 1.1 “*Affiliate*” shall mean, with respect to each Party, any person or entity directly or indirectly through one or more intermediary Controlling, Controlled by, or under direct or indirect common Control with a Party. “Control”, “Controlled” or “Controlling” shall mean, with respect to any person or entity, any circumstance in which such person or entity is controlled by another person or entity by virtue of the latter person or entity controlling the composition of the board of directors or managers or owning the largest or controlling percentage of the voting securities of such person/entity or otherwise controlling the other.
- 1.2 “*Applicable Laws*” shall mean the substantive and procedural laws of India, including all legislations, acts, rules, notifications, laws, statutes, orders, decree judgment, injunctions, ordinances, directives, regulations, codes, requirements, permits, licenses, approvals, instructions, standards of any government instrumentality, having the force of law;
- 1.3 “*Brand*” or “*Brand Name*” shall mean all product names or marks (word per se and/or device label logos) whether or not it contains JSW Brand or such other successor or replacement brand name / trade

mark / service mark used by or otherwise intended to be used for sales promotion and marketing activities in relation to the Products as may be decided by JSW and intimated to the Service Partner from time to time.

- 1.4 **“Confidential Information”** means and includes any and all information which is confidential to a Party including any (i) business information and business processes, (ii) any samples, formulations, specifications, data relating to manufacturing and quality control processes and procedures, (iii) advertising and marketing plans, (iv) any past, current or proposed development projects or plans for future development work, (v) technical, marketing, financial and commercial information whether relating to past or current or future, (vi) the commercial and business affairs of a Party, (vi) all customer related information including any rates and discounts and (vii) with respect to JSW or its respective Group Companies shall include the Retailer Database.
- 1.5 **“Intellectual Property”** includes ideas, concepts, creations, discoveries, inventions, improvements, know how, trade or business secrets; trademarks, service marks, domain names, designs, utility models, tools, devices, models, methods, patents, copyright (including all copyright in any designs and any moral rights), masks rights, design right, procedures, processes, systems, principles, algorithms, works of authorship, flowcharts, drawings, books, papers, models, sketches, formulas, teaching techniques, electronic codes, proprietary techniques, research projects, and other confidential and proprietary information, computer programming code, databases, software programs, data, documents, instruction manuals, records, memoranda, notes, user guides; in either printed or machine-readable form, whether or not copyrightable or patentable, or any written or verbal instructions or comments and such intellectual property as aforesaid belonging to the JSW Group of companies. The Retailer Database shall be considered to be the Intellectual Property of JSW or its respective Group Companies.
- 1.6 **“Intellectual Property Rights”** means and includes (i) all rights, title or interest under any statute or under common law or under customary usage including in any Intellectual Property or any similar right, anywhere in the world, whether negotiable or not and whether registerable or not, (ii) any licenses, permissions and grants in Intellectual Property (iii) applications for any of the foregoing and the right to apply for them in any part of the world and (iv) all extensions and renewals thereto.
- 1.7 **“Product(s)”** shall mean any and all goods and/or services offered for sale and/or otherwise promoted by JSW and/or its Affiliates, associate companies or of any other entity(ies) within the management of

JSW Group of companies as specified in **Annexure-I** of this Agreement or as communicated by JSW from time to time in writing.

- 1.8 **“JSW Brand”** shall mean the registered trademark “JSW” both word per se and device label logo mark and all variations thereof owned by JSW IP Holdings Pvt. Ltd. (“**Brand Owner**”) and permitted to be used by JSW including all entities covered within the management of the JSW group of companies.

## 2. INTERPRETATION

In this Agreement, unless the context otherwise requires:

- 2.1 Words importing persons or parties shall include natural person, entity, partnership firm, organization, operation, Company, HUF, voluntary association, LLP, joint venture, trust, limited organization,



unlimited organization or any other organization having legal capacity;

- 2.2 Words importing the singular shall include the plural and vice versa, where the context so requires;
- 2.3 References to any law shall include such law as from time to time enacted, amended, supplemented or re-enacted;
- 2.4 References to one gender shall include a reference to the other genders;
- 2.5 References to the words "include" or "including" shall be construed without limitation;
- 2.6 References to this Agreement or any other agreement, deed, instrument or document shall be construed as a reference to this Agreement, such other agreement, deed, instrument or document as the same may from time to time be amended, varied, supplemented or novated in accordance with the terms of this Agreement;
- 2.7 The headings and titles in this Agreement are indicative and shall not be deemed part thereof or be taken into consideration in the interpretation or construction of this Agreement; and
- 2.8 The word 'written' shall include writing in electronic form and 'signed' shall include electronic signature or any other electronic communication which signifies the sender's or originator's intention to be bound by such electronic communication.

### **3. APPOINTMENT**

- 3.1 JSW hereby appoints the Service Partner as its exclusive Service Partner for the purpose of providing Services, handling, storing, promoting, marketing and sale of the Products, as more particularly stated in **Annexure-I** hereto attached, which may be amended from time to time at the discretion of JSW.
- 3.2 The Service Partner accepts the appointment and agrees to act as an exclusive Service Partner of JSW on the terms and conditions as set out herein and undertakes to perform the Scope of Services as more particularly stated in **Annexure-II**, duties and obligations (hereinafter referred to as ("Services")) as described hereinafter.
- 3.3 JSW can appoint any other person, company or third party/ as its Service Partner in the said location, Allocated Region / Territory or otherwise and/or carry out business on its own without any reference to the Service Partner.
- 3.4 The Service Partner shall not be deemed to be the sole selling dealer. The Service Partner acknowledges that it will not have the status of an agent as provided under section 182 of the Indian Contract Act, 1872 or any modifications thereof. The Agreement between JSW and the Service Partner will be on a principal-to-principal basis only.

### **4. REGISTRATION OF THE SERVICE PARTNER**

- 4.1 Where registration or enrolment by the Service Partner is required in the Territory or any part thereof whether by reason of Statute, Regulation or otherwise for the purpose of enabling the Service Partner to exercise its rights or fulfil its obligations hereunder, then it will be the Service Partner's sole responsibility to do so and to maintain such registration or enrolment in force during the Term of this Agreement.



4.2 The Service Partner shall indemnify and hold JSW harmless and indemnified from and against any liability or adverse consequence of whatsoever nature that JSW may at any time hereafter suffer or sustain as a result or in consequence of the Service Partner's failure in timely compliance or non-compliance of this Clause be.

## 5. SCOPE OF SERVICES

5.1 The Service Partner shall vigorously promote and develop the potential for sale of the Company Products and obtain a satisfactory share of such potential in line with the annual business plan for the financial year developed by the marketing division of the Company.

5.2 JSW shall dispatch coils, which will have to be further processed into coils/sheets at a service centre, which shall be approved by JSW. This is to ensure that coils are cut into sheets without damage. The Service Partner shall inspect and approve the Service Centre facility and make a written request to JSW. The Service Partner will also lay down the technical guidelines in consultation with JSW to ensure that the technical parameters for various customers are met and adhered to at the Service Centre.

5.3 The Service Partner shall sell the products in the same condition as they are received by them and shall not alter, remove or in any way tamper with any of the Company's marks or numbers on the products except that the Service Partner shall have the right to attach to its name and address on the Products by means of a label (sticker) or by other suitable means to indicate that the Service Partner is the supplier of the products and the authorized Service Partner of JSW.

5.4 As and when advised by the Company, the Service Partner must share in all cases the technical requirement of end customers specifically with respect to end products. The Company shall not accept any claims if the above has not been adhered to.

5.5 In case of conflict between applicable technical specifications, drawings, codes and standards, the most stringent requirements shall apply. It shall be the responsibility of the Service Partner to identify any deficiencies, omissions, contradictions, ambiguities or conflicts between or within this Agreement, and the applicable codes, regulations and standards, and to notify JSW of such deficiencies, omissions, contradictions, ambiguities or conflicts in writing within 15 (fifteen) days from the Effective Date of this Agreement. Any clarification given by JSW shall be final and binding.

## 6. EFFECTIVE DATE AND DURATION

6.1 This Agreement shall come into force upon the date mentioned hereinabove the Effective Date and shall remain in force until 31<sup>st</sup> Mar'25. from the Effective Date or until completion of all the obligations under this Agreement, unless terminated earlier in the manner provided in this Agreement ("Term"). Upon mutual consent the Parties may extend the term for such further periods.

## 7. RIGHTS AND OBLIGATIONS OF THE SERVICE PARTNER

7.1 The Service Partner shall correctly represent the grade of the material to the customers based on the grade specified in the accompanying test certificate.

7.2 The Service Partner shall render prompt, courteous and willing service relating to Company Products and shall remain open for business during normal business hours according to general practice.

7.3 The Service Partner shall have to maintain the premises as per the Company's prescribed requirements. The Company shall have the right to inspect the Premises during working hours without notice to ensure conformity with the prescribed requirement.



7.4 The Service Partner shall have the right to acquire and service new customers as per the selection process laid by the Company.

7.5 The Service Partner shall maintain adequate signs to identify his premises as an authorized sales establishment for Company Products. Each sign shall be of good appearance and in a prominent and appropriate location and shall be subject to the written approval of the Company with respect to any display thereon of a trademark or trade name of the Company.

7.6 The Service Partner shall employ and train a sufficient number of competent personnel at his cost to fulfil all of the Service Partner's responsibility under this Agreement. The Service Partner shall ensure that all such personnel shall undergo training programs as advised by the Company from time to time.

7.7 The Service Partner shall at all time keep and maintain proper books of account, in accordance with law, in respect of Service Partner's purchase and sales of the Company Products and dealings relating thereto which shall be available for inspection by Company's Officials and any person duly authorized by the Company, at all times.

7.8 The Service Partner shall keep the Company informed of the competition, customer's perception and requirement of the Company's materials, market prices, and other relevant information through a monthly report or written communications.

7.9 The Service Partners connected to the IT integration platform should upload data on a daily basis as per the requirement of the Company. The Service Partner will ensure that all data provided by him or his representatives is factually true.

7.10 The Service Partner shall stock the material in a manner that it does not get damaged/deteriorated at the Premises while in storage. Service Partner shall provide stocking facility that keeps the material safe from water, dust, chemicals and other corrosive environment and shall make necessary provision as would be suggested by the Company.

stocking facility shall be available for inspection by the officials of the Company or the customers at all time.

7.11 The Service Partner shall maintain minimum inventory levels of Company Products as required by the Company. The Minimum inventory levels will be analytically determined in an exercise conducted jointly by Service Partner and the Company and will be updated with mutual consent.

7.12 This contract is based on a commitment on Service Partner's side for purchase of a minimum quantity per month and per quarter. The Service Partner shall follow the instruction of the Company which will communicate the guidelines for the quantity and the linked discounts from time to time in writing. The decision of the Company in deciding the monthly and quarterly quantity shall be final and binding on the Service Partner. A breach of such commitment may lead to, at the discretion of the Company, the termination of this contract.

7.13 The Service Partner shall hold minimum 1 month inventory at his end and give Company orders for the next month by 15th of every month. The Service Partner shall address all the communication regarding order and dispatch to the JSW Sales Manager looking after Service Partner's account.

7.14 Service Partner has read and understood the code of conduct of the Company, available at JSW



Limited and shall fully comply with all the provision thereof. The Service Partner shall ensure that his employees and representatives working within the scope of work defined under this agreement are not conducting any business practices that are contrary to the letter and the spirit of the above mentioned Code of Conduct.

- 7.15 The Service Partner and/or his employees and /or members of his infrastructure, shall not issue advertisement, (including public notices), press statements or any other statements to any mass media or news agency, or display any sign on its premises relating to the Company, or the Company's products or services, without prior written approval of the Company. Any advertisement by the Service Partner shall have to conform to the norms and direction of the Company.
- 7.16 The Service Partner shall make available all resources, which may be required by the Company to conduct a consumer satisfaction survey or any other such survey, from time to time.
- 7.17 The Service Partner shall give prior notice to the company before servicing any requirement of Government departments/state Trading Corporation.
- 7.18 The Service Partner shall pay and bear all demurrage/storage and other charges accruing in connection with the dispatch of any products to the Service Partner. If for any reason the Service Partner does not accept delivery of any products ordered by them, then they shall also pay and bear all expenses of forwarding the said product to the Service Partner and all safekeeping and returning charges of such products to the point from where the same were dispatched.
- 7.19 The relationship created by this agreement between the company and Service Partner shall be on a principal-to-principal basis and Company shall not be responsible or liable for Service Partner's act or omissions. This agreement does not in any way create the relationship of principal and agent or of an employer and employee between the Company and the Service Partner. The Service Partner shall not act or attempt to act or represent himself directly or by implication, as an agent or employee of the Company, or in any manner assume or create, or attempt to assume or create, any obligation on behalf of or in the name of the Company. Service Partner will be entitled to describe himself as authorized Service Partner of the Company's product but shall not describe himself as Company's agent or in any words indicating any relationship of agency or employment existing between the parties.
- 7.20 This agreement does not in any way create an employer and employee relationship, or any other relationship, between any of the Service Partner's employees and the Company and under no circumstances shall any such relationship be considered to exist. All personnel employed by or associated with the Service Partner shall be hired, supervised, or dismissed by the Service Partner only.
- 7.21 The Service Partner shall assign neither this agreement nor any right or interest without prior written consent of the Company.
- 7.22 If any complaints reach the Company in respect of the conduct of such retailers, the Service Partner shall take all necessary steps to remedy the situation but without prejudicing the reputation of the Company.
- 7.23 Service Partner shall plan to expand his network to increase the sale of Company Products, after consulting the Company to each district and small / mofussil towns. Service Partner shall submit a monthly report on the above issue for the information of the Company.



7.24 The Service Partner shall be solely responsible to establish and sustain at all times all safety measures and practices in its premises and amongst its employees, in full conformity with all laws in this regard. In addition, it shall comply with the Company's safety policy.

Service Partner shall comply with all storage guidelines, stacking of products including, but not limited to appropriate choice of storage medium for stacking of different types of products for ensuring enough aisle space to allow free and easy access to products. Service Partner shall comply with the adequate policies for proper warehousing arrangements including safety health and hygiene guidelines as informed by the Company from time to time.

## **8. REPRESENTATIONS AND WARRANTIES OF SERVICE PARTNER**

8.1 The Service Partner hereby represents, warrants and covenants to JSW that:

- a) it possesses all right, power, authority, permissions and necessary approvals to enter into and perform the Services under this Agreement;
- b) it is a company / firm / limited liability partnership concern duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation, with all requisite power and authority to operate and carry on its business as it is now being conducted and/or proposes to conduct;
- c) the execution, delivery and the performance by the Service Partner of its obligations under this Agreement has been/ will be duly and validly authorized by its Articles of Association/partnership deed and all other necessary corporate action to the extent relevant in respect of this Agreement.



- d) this Agreement constitutes a valid and binding obligation between the Service Partner and JSW. The performance of or compliance with the respective obligations under this Agreement do not and will not violate or exceed any power or restriction granted or imposed by any law to which the Service Partner is subject to or violate any agreement.
- e) The Service Partner has necessary capability, experience and means necessary to perform the Services contemplated in this Agreement.
- f) Service Partner shall provide necessary access to JSW to inspect the Premises and or its place of business or other facilities and offices of the Service Partner in order to ensure that the Service Partner is able to comply with the Scope of Services. Service Partner acknowledges and agrees that this ingress, regress and inspection rights of JSW is to ensure the goodwill of the Company and its Brand.
- g) Service Partner shall not make any representation or do any act which may be taken to indicate that it has any right, title or interest in or to the Brand Name and/or Intellectual Property of JSW or of any other entity(ies) within JSW group nor shall contest or assist another in contesting any right of ownership in respect thereof.
- h) Service Partner shall not do, cause or authorize to be done anything which will or may:
  - i. impair, damage or be detrimental to the rights, reputation and goodwill associated with JSW, its Affiliates, shareholders or directors and/or the Brand Name and Intellectual Property of JSW or of any other entity(ies) within JSW group;
  - ii. bring the Brand Name into disrepute or any claim by third parties; or
  - iii. may jeopardize or invalidate the Brand Name, Intellectual Property or any rights associated thereto;
- i) Service Partner shall not use or register anywhere in the world, the Brand Name or any other trade mark, trade name or domain name, Intellectual Property, except as authorized under this Agreement, which, in JSW's opinion, is identical, improvement over, dilution of, combination involving or confusingly similar to, the Brand Name or Intellectual Property or, that constitutes any translation thereof into any language.
- j) Service Partner understands and acknowledges that the Brand Name, Intellectual Property and reputation of JSW is of utmost importance for its business and that the conduct of Service Partner in the performance of this Agreement and otherwise would have material impact and bearing on such Brand Name and reputation of JSW. Further Service Partner understands and acknowledges that the obligations and covenants placed on Service Partner in this clause or elsewhere in the Agreement are essential for the maintenance of quality control and protection of Brand Name, Intellectual Property and to ensure timely payments to Service Partner. Accordingly, Service Partner acknowledges that no hardship or onerous obligation is being placed on Service Partner under this Agreement.
- k) The Service Partner undertakes to JSW that it has read and understood and promises to abide by all policies of JSW applicable to the Service Partner including but not limited to the Vender Code of Code of Conduct Policy.
- l) The Service Partner undertakes to JSW that it shall, at all times, comply with the 'Environmental, Social and Governance' guidelines ("ESG Guidelines") notified by the JSW from time to time.



## **9. PRICING, PAYMENT & SUPPLY TERMS**

- 9.1 The Service Partner shall place orders in writing, for the purchase of Products from JSW at the net price as applicable as per JSW or its respective group companies. The Service Partner shall always ensure that it does not run out of stock at any time.
- 9.2 The Payment terms will be decided by the Company and shall be communicated to Service Partner from time to time in writing. The Service Partner acknowledges that the Company views dishonouring of any financial instruments very seriously and therefore any such occurrence shall attract fixed penalty of 1% of the value of the dishonoured instrument and interest will be applicable for the delayed period. Till such pending payments on account of such dishonour are not cleared, no further material will be supplied unless explicitly sanctioned in writing by the Company upon such terms as the Company may decide.
- 9.3 All financial instruments issued by the Service Partner to the Company shall be under the stamp and seal of the Service Partner.
- 9.4 In the event the Service Partner has to pay any advance to the Company the same shall be interest free and shall be payable only after termination of this agreement and settlement of all dues, if not adjusted earlier.
- 9.5 The Service Partner shall sell all the Products at the recommended price from time to time communicated by JSW or its group companies to the Service Partner. Service Partners to ensure there is no deviation from JSW recommended price to end customers and no price war between service partners. Strict action will be taken in lieu of any violation.
- 9.6 JSW shall deliver the Products in quantity of units and weight measured by JSW's measuring device or means. On receipt of the Products, the Service Partner will carry out appropriate inspection / tests to check the quality and quantity of the Products and on ascertaining the quality and quantity, take delivery of the Products. The receipt signed by or on behalf of the Service Partner at the time of taking delivery of JSW's or its group companies products will be conclusive evidence with regard to the quality and quantity of the product/s received by/ delivered to the Service Partner.
- 9.7 In case of any discrepancy in the quality or quantity of Products supplied, the Service Partner shall within three (3) working days of such delivery of Products inform the same in writing to JSW, failing which, the Products shall be deemed to have been accepted.
- 9.8 Notwithstanding the foregoing, in the event that the Service Partner has accepted the Products in terms of Clause 9.3 and 9.4 above, the Service Partner shall be precluded from questioning the correctness either of the quantity or of the quality of the said Products or the invoices and shall have no claim against JSW either on the ground of short delivery or on the ground of delivery of Product of inferior quality. The Service Partner shall not be entitled to return or refuse the Products under any circumstances whatsoever, except with the consent of JSW in writing.

Pricing will be PO/Fixed tenure basis the case and payment terms as already approved and agreed between both parties.

## **10. INTELLECTUAL PROPERTY**

- 10.1 The Service Partner acknowledges that the Brand name / Logo, Intellectual Property, the Intellectual



Property rights and goodwill associated thereof are the exclusive property of JSW and / or the JSW group of companies. Notwithstanding anything to the contrary the Service Partner unconditionally agrees and covenants with JSW that the Service Partner shall have no right, title, interest or benefit in respect of the Intellectual Property and Intellectual Property Rights thereof nor shall at anytime assert or claim or otherwise contest the validity or ownership of Intellectual Property Rights of JSW group of companies except limited right to use the Intellectual Property permitted under this Agreement solely restricted to the extent required for the due performance of all the obligations by the Service Partner to the satisfaction of JSW subject to strict compliance of the terms and conditions and in the context permitted in this Agreement.

- 10.2 The Service Partner shall use the Brand Name, Intellectual Property only in such form and manner as is specifically approved by JSW, in writing and the Service Partner shall use the JSW's Brand name, Intellectual Property only in such form and manner as is specifically agreed in writing.
- 10.3 Upon the Service Partner duly performing and observing the terms, covenants and stipulations herein contained and on its part to be performed and observed and on complying with the rules, regulations, guidelines and operating procedures as laid down in the manual prepared by JSW from time to time, the Service Partner shall be permitted by JSW to make use of JSW Brand name /Logo, strictly in accordance with the JSW brand guidelines only for the purpose of promotion and sales of the Products.
- 10.4 The Service Partner shall do nothing to affect, cause harm or damage or contest JSW's rights of the Brand name, Intellectual Property or goodwill associated with it. The Service Partner shall cooperate fully with JSW in protecting and defending the rights in the Brand name, Intellectual Property. The Service Partner shall upon receiving information promptly notify JSW of any actual or potential infringements or claims or actions brought by third parties in respect of the Brand name, Intellectual Property or the Intellectual Property Rights.

## 11. CONFIDENTIALITY

- 11.1 Each Party may disclose to the other such Confidential Information as may be necessary to further the performance of this Agreement.
- 11.2 The receiving Party undertakes to the disclosing Party:
  - 11.2.1 to keep confidential, the disclosing Party's Confidential Information;
  - 11.2.2 not to disclose the Confidential Information in whole or in part to any other person without the disclosing Party's prior written consent, except to the receiving Party's employees, agents and sub-contractors involved in the performance of this Agreement on a confidential and need to know basis and provided that employees, agents and sub-contractors are bound by written agreements of confidentiality which are at least as stringent as the provisions of this Agreement; and
  - 11.2.3 to use the Confidential Information solely in connection with the performance of this Agreement.
- 11.3 The aforementioned confidentiality obligations shall not extend to Confidential Information which:
  - 11.3.1 has ceased to be confidential without default on the part of the receiving Party;
  - 11.3.2 has been received from a third party who did not receive it in confidence;
  - 11.3.3 the receiving Party is required by any court, government or other regulatory body to disclose, but only to the extent required by law, provided that the receiving Party gives the disclosing Party written notice as soon as practicable of such requirement and consult in good faith the disclosing party on the content and manner of any disclosure.



11.4 Upon request by the disclosing Party, the receiving Party must deliver to the disclosing Party all documents and other materials in any medium in its possession or control which contain or refer to the disclosing Party's Confidential Information. If the documents or other materials are not capable of being returned, the receiving Party must destroy and certify the destruction of such documents and materials to the reasonable satisfaction of the Disclosing Party.

## 12. RIGHTS OF JSW

- 12.1 Right of Inspection: JSW may at any time either on its own or through a third party inspect the godown(s) of the Service Partner whether owned or leased where the Products of JSW are stored.
- 12.2 JSW in addition to the other rights, until such time the Service Partner has not made payment against the Products, JSW shall have the right to withhold delivery of Products and/or stop delivery of Products in transit at any given point of time.
- 12.3 In addition to any right of lien to which JSW may by law or under this Agreement be entitled, JSW shall have a first charge or lien and the Service Partner agrees to give first charge or lien to JSW on all Products, goods and equipment of the Service Partner by JSW under this Agreement.
- 12.4 The rights and remedies available to JSW are independent and exclusive to each other. Exercise of a right by JSW shall not in any manner act as a waiver against other rights/remedies available to it under law or otherwise under this Agreement.

## 13. INDEMNITY

- 13.1 Service Partner shall promptly on demand indemnify, defend and hold harmless JSW, its Affiliates, group companies and their respective officers, directors, proprietors, partners, managers, members, trustees, shareholders, employees and agents ("Indemnified Parties") for and against all claims, liabilities, costs and expenses (including reasonable attorney's fees) incurred or to be incurred by the Indemnified Parties that arise out of, in any way relate to, or result from any breach by the Service Partner of any of the provisions of this Agreement, or breach of any laws by the Service Partner, or negligence, fraud or wilful misconduct of the Service Partner or its Affiliates and their respective officers, directors, shareholders, employees, contractors, sub-contractors, agents and personnel, including any losses and claims, damages, compensation, demands arising from End Consumer. For the avoidance of doubt, it is further clarified that the right to indemnification in connection with any of the aforesaid claims of cause of action is independent and in addition to other rights and remedies of the Indemnified Person that may be available at law or in equity.
- 13.2 Notwithstanding anything contrary contained in this Agreement, in any event JSW and its affiliates or group companies shall not be liable (whether in contract, warranty, tort (including, but not limited to, negligence), product liability or other theory), to the Service Partner or any other person or entity for cost of cover or for any indirect, incidental, special, consequential, punitive or exemplary damages (including damages for loss of revenues, loss profit or anticipated profits, loss of goodwill, loss of business or data) arising out of or in relation this Agreement. JSW's entire liability to Service Partner under this Agreement or under any applicable law or equity shall be limited solely to actual and proven direct damages sustained by the Service Partner as a result of the gross negligence or wilful misconduct of JSW and its Affiliate and their respective directors, officers, employees and agents in the performance of their respective services and other obligations under this Agreement. In no event shall the JSW or its Affiliates or group companies be liable, vicariously or otherwise, to the Service Partner and its Affiliates or any third party for any losses, damages, liabilities, costs (including reasonable legal costs) and expenses (including taxation).

## 14. TERMINATION



14.1 The Agreement may be terminated by JSW without assigning any reason by giving three (3) months prior notice in writing to the Service Partner.

14.2 The Agreement may be terminated by mutual written agreement of the Parties.

14.3 Without prejudice to clause 16.1 and 16.2 hereinabove, this Agreement may be terminated by JSW by giving 7 days' written notice to the Service Partner upon occurrence of any of the following events, including but not limited to: -

- (a) Service Partner being adjudged bankrupt, attachment of Premises or assets or a resolution/order is passed for dissolution of the firm/Commencement of proceedings under the Insolvency and Bankruptcy Code, 2016.
- (b) Service Partner fails to make payment of any amount due and payable to JSW and such unpaid amount or part thereof remains overdue for payment for more than 30 days.
- (c) Service Partner deliberately tampers with the quality and /or counterfeits any of the Products.
- (d) The Service Partner is in breach, default, violation of any of its scope, responsibilities, representations and warranties, duties and obligations/ covenants, conditions and stipulations contained in this Agreement.
- (e) The Service Partner commits any act which in the opinion (which shall be final and binding on the Service Partner) of JSW or any other person nominated for this purpose by JSW, is prejudicial to the interest of JSW, Brand Name or the Products.
- (f) Any adverse change in the policy of the Government of India which denies the continuation of the operations of the Service Partner or JSW.
- (g) In the event the Service Partner, merges with any other Company, Firm or corporation without the prior written consent of JSW.
- (h) Service Partner dispossesses or mortgages any of its assets or business to any third party.
- (i) Misrepresentation, wilful misconduct, gross negligence, indiscipline or any other act by Service Partner or its personnel, which in the opinion of JSW is detrimental to the business interest, security, safety or reputation of JSW;
- (j) JSW determines that the Service Partner or any of its personnel, or authorised representatives have engaged in corrupt practice or fraudulent practice or collusive practice or coercive practice or obstructive practice or involved in unlawful activities or any such conduct;
- (k) Poor performance, non-performance or non-deployment of requisite personnel for performance;
- (l) The Service Partner or its personnel, agents have been convicted of any crime and which in JSW's reasonable judgment is likely to adversely affect its goodwill;

14.4 Upon termination of this Agreement the Service Partner shall,

- (a) Immediately pay the entire outstanding amount due and payable under this Agreement without any protest or demur to JSW.
- (b) Promptly deliver to JSW in good order and condition all Products, records, rate books, documents, manuals, facilities, confidential documents and samples provided by JSW.
- (c) Immediately on receipt of notice of termination, surrender all signs, advertisement and other materials, whether or not the Service Partner accepts the termination or not and discontinue using Brand name, logos, boards, signages and goodwill of JSW in any manner whatsoever.
- (d) Deal or otherwise dispose of all the advertising material in hand in accordance with the manner prescribed by JSW.
- (e) Have no right to any compensation for goodwill, customer in hand, incentives or other payment of any nature.



(f) JSW shall have right to appropriate / forfeit the interest free security deposit and shall recover the additional amount / balance by enforcing contractual and other legal rights and remedies.

## **15. GOVERNING LAW**

15.1 This Agreement shall be governed by the laws of India without giving effect to its principles of conflict of laws. Subject to the provisions of clause 16 (Dispute Resolution); the courts at Mumbai shall have the exclusive jurisdiction in respect of any matter or dispute under or connected with this Agreement, each of the Parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

## **16. DISPUTE RESOLUTION**

16.1 Any dispute which arises between the Parties shall be attempted to be resolved by good faith discussions between the Parties.

16.2 Where the Parties are unable to resolve such disputes by good faith discussions within a period of thirty (30) business days from the date of a written notice by either Party notifying existence of such dispute, either Party shall be free to refer the dispute to arbitration in accordance with this Clause. This Agreement and the rights and obligations of the Parties shall remain in full force and effect pending the award in such arbitration proceeding.

16.3 The arbitration shall be governed by the Arbitration and Conciliation Act, 1996 for the time being in force, and/or any statutory modification or re-enactment thereof.

16.4 The place and seat of arbitration shall be Delhi and the language of the arbitration shall be English.

16.5 The arbitration shall be conducted by one arbitrator, which shall be mutually agreed between the parties in writing. In case the Parties fail to appoint the arbitrator within thirty (30) days from the submission of dispute for settlement through arbitration in accordance with Clause 16.2 above, an arbitrator shall be appointed in accordance with the Indian Arbitration and Conciliation Act, 1996 by the appropriate court of law.

16.6 The award rendered shall be in writing and shall set out the facts of the dispute and the reasons for the arbitrator's decision. The award shall apportion the costs of the arbitration as the arbitrator deems fair.

16.7 Notwithstanding anything contained in this Agreement, both Parties agree and acknowledges that the covenants and obligations with respect to the matters covered by this Agreement and set forth herein relate to special, unique and extraordinary matters, and that a violation of any of the terms of such covenants and obligations will cause irreparable loss and injury to the aggrieved Party. Therefore, notwithstanding the provisions of this Agreement, either Party shall be entitled to approach any appropriate forums for obtaining an injunction, restraining order or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate.

## **17. GENERAL CLAUSES**

17.1 *Independent contractors*



The relationship between Parties is on a principal to principal basis. Nothing in this Agreement shall be deemed to constitute either Party a partner, joint venture, agent or legal representative of the other Party, or to create any fiduciary, employer-employee relationship between the Parties.

#### *17.2 Notices and Correspondences*

Notices: Any notice, consent or waiver (including notice for Arbitration) required or permitted hereunder shall be effective only if it is in writing and shall be deemed received by the Party to which it is sent (i) upon Delivery when delivered by hand, (ii) three (3) days after being sent, if sent with all sending expenses prepaid, by an express courier with a reliable system for tracking Delivery, (iii) when transmitted, if sent by confirmed facsimile, or (iv) five (5) days (if Service Partner is in India) or fourteen (14) days (if Service Partner is outside of India) after the date sent, if sent by certified or registered mail, postage prepaid, return receipt requested. All notices will be sent to the addresses set forth above or to such other address as may be specified by either party to the other in accordance with this Clause.

#### *17.3 Assignment and Sub-Contracting*

Service Partner shall not assign any of its rights, obligations or responsibilities under this Agreement without the prior written consent of JSW and in absence of such consent any such assignment shall be null and void. All terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their successors and authorized assignees.

#### *17.4 Press Releases / Public Statement*

Unless required by law, the Service Partner will not make any public announcement or issue any press release concerning the transactions contemplated by this Agreement without the prior consent of JSW.

#### *17.5 Amendment*

No modification or amendment of the Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by the Parties.

#### *17.6 Severability*

It is the intent of the Parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such provision shall be modified to the extent necessary to render it, as modified, valid and enforceable under Applicable laws and such invalidity or unenforceability shall not affect the other provisions of this Agreement.

#### *17.7 Waiver*

Except as expressly provided in this Agreement, no waiver of any provision of this Agreement shall be effective unless set forth in a written instrument signed by the Party waiving such provision. No failure or delay by a Party in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power or remedy. Without limiting the foregoing, no waiver by a Party of any breach by any other Party of any provision hereof shall be deemed to be a waiver of any preceding or subsequent breach of that or any other provision hereof.

#### *17.8 Entire Agreement*

The Parties agree that this Agreement along with its recitals, annexures, schedules, exhibits annexed hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof. This Agreement shall supersede and override all prior negotiations, proposals, representations,



commitments, understandings or agreements between the Parties, written or oral. In case of any discrepancy, inconsistency or ambiguity, between the terms of this Agreement with any other documents, the terms of this Agreement shall prevail.

#### 17.9 *Covenants Reasonable*

The Parties agree that, having regard to all the circumstances, the covenants contained herein are reasonable and necessary for the protection of the Parties. If any such covenant is held to be void as going beyond what is reasonable in all the circumstances, but would be valid if amended as to scope or duration or both, the covenant will apply with such minimum modifications regarding its scope and duration as may be necessary to make it valid and effective.

#### 17.10 *Independent Rights*

Each of the rights of the Parties hereto under this Agreement are independent, cumulative and without prejudice to all other rights available to them, and the exercise or non-exercise of any such right shall not prejudice or constitute a waiver of any other right of the Party, whether under this Agreement or otherwise.

#### 17.11 *Counsel and management participation*

Service Partner & JSW acknowledge and confirm that their attorneys and management representatives have read, reviewed and approved this Agreement and that have had the benefit of its independent legal counsel's advice with respect to the terms and provisions hereof and its rights and obligations hereunder.

#### 17.12 *Setoff*

In the event of any amount becoming recoverable under the Agreement, from and payable by the Service Partner to JSW, JSW shall be entitled to recover such amount by deducting in part or in whole from any sum payable or thereafter becoming payable to Service Partner by JSW, either under this Agreement or under any other agreement with JSW. In the event that the amount so deducted by JSW is not sufficient to cover the full amount recoverable by JSW, Service Partner shall on demand by JSW make immediate payment of such remaining amount to JSW.

#### 17.13 *Survival of Provisions*

If this Agreement is expired or terminated pursuant to the terms of this Agreement, all rights and obligations of the Parties under this Agreement shall automatically terminate without any liability against any of the Parties, except the rights and obligations accrued prior to such expiry or termination. Additionally, Clause 11 (*Confidentiality*), Clause 16 (*Settlement of Disputes, Arbitration and Governing Law*), Clause 17 (*Miscellaneous*) and this Clause 17.12 (*Survival*) shall remain in full force and survive any termination of this Agreement.



17.14 Counterparts

This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. **Agreement is valid for the period for 1 year from the date of Execution.**

IN WITNESS WHEREOF, the parties have signed this Agreement as of the Effective Date.

For JSW Limited	For BOMBAY COATED AND SPECIAL STEELS PVT LIMITED
By Mr ASHWANI KUMAR SHARMA - 1046429	By MR NITIN GUPTA- DIRECTOR
Sign:	Sign :  DIRECTOR
WITNESS	WITNESS 
Name: Mr AKASH SONI	Name: MR KIRAN DEVLEKAR
Title: Manager – Sales & Marketing	Title: ACCOUNTS MANAGER
Date: 22.04.2024	Date: 22.04.2024

ANNEXURE I

Sr.	Description of products	To indicate the products "✓ "
1.	HR Coils	✓
2.	HR Plates	
3.	Mild Steel Cold Rolled Closed Annealed Coils/ Sheets	
4.	Galvanized Plain Coils/ Sheets and Corrugated/ Profiled Sheets	✓
5.	Colour Coated Coils/ Sheets and Corrugated/ Profiled Sheets	✓
6.	Galvalume Plain Coils/ Sheets and Corrugated/ Profiled Sheets	✓
7.	Galvalume Colour Coated Coils/ Sheets and Corrugated/ Profiled Sheets	✓
8.	TMT, Wire Rod, Rounds & Bars	
9.	Scrap and By-Products known as Secondary and Arising Products	



10.	Cement	
11.	Any other product manufactured by JSW, its Affiliates or group companies, _____	



## ANNEXURE-II

### **I. SERVICE PARTNER OBLIGATIONS**

The Service Partner shall undertake and discharge duties, obligations, responsibilities, covenants, warranties including but not limited to following: -

#### **1.1 Duties**

- (a) The Service Partner shall actively carry out all the marketing activities initiated out by JSW and shall also do activities on its own to promote the Products.
- (b) The Service Partner shall appoint adequate number of sales personnel on their payroll to do the necessary sales and marketing activities and service the retail network.
- (c) The Service Partner needs to share sales and marketing insights with JSW whenever requested by JSW.
- (d) All the POS/marketing collaterals given by JSW meant for the retailers are to be shared with the correct retailers by the Service Partners on time.
- (e) The Service Partner shall maintain stocks of Products in sufficient quantity in the Premises of the Service Partner.
- (f) The Service Partner shall identify the potential customers and sell the Products.
- (g) The Service Partner shall promote the Brand, Brand name, Intellectual Property and business interest of JSW.
- (h) The Service Partner shall assist JSW in various promotional schemes identified and launched by JSW, from time to time, where ever required.
- (i) The Service Partner shall submit periodical reports, returns and other information relating to the sales, market conditions, customers taste and preferences and such other information as may be useful for promoting the business of JSW as desired and required by JSW.
- (j) The Service Partner shall maintain proper books of accounts and records relating to the business of the Service Partner and allow inspection thereof to JSW or any other agency or person as nominated by JSW.
- (k) The Service Partner warrants that it shall use best efforts to hinder and prevent any piracy, fraud and hacking in their software and systems and shall install adequate means, security, antivirus software and other measures to prevent phishing scams, data piracy, fraud, hacking, Identity theft scams and other cyber-attacks on their systems.
- (l) The Service Partner shall represent to the retailers / customers that the Service Partner's agreement with customers/ retailers is on Principal to Principal basis and JSW or its group companies are in no way concerned or liable to the customer/retailers of the Service Partner.
- (m) The Service Partner shall provide under its own name and responsibility a full and complete marketing and sales team for performing its obligations under this agreement. The Service Partner shall not acquire, by virtue of any provision of this Agreement or otherwise, any right, power or capacity to act as an agent or commercial representative of JSW for any purpose whatsoever and shall not misrepresent themselves as agent of JSW. The Service Partner shall not have any right or authority to subject JSW to any obligation or liability or responsibility as against third parties.
- (n) The Service Partner shall not incur any liability on behalf of JSW, nor in any way make any promises, representation, warranty or guarantee on behalf of JSW either with respect to Products or otherwise, which is not authorised by JSW and shall not enter into any agreement or contractual obligation or create any financial liability on behalf of JSW, with any third party nor shall it incur any costs and expenses in connection with the Scope of Services or otherwise obligate JSW in respect of the Services to be performed by it as mentioned in this Agreement without prior express written authorization by JSW in that respect. Any such liability incurred by any act of the Service Partner without express written authorization of JSW resulting in any claim, loss, damages or any adverse consequence to JSW shall be indemnified by the Service Partner to JSW including but not limited to any legal fees and expenses without prejudice to any other rights available to JSW under the Contract or Applicable Law.



- (o) The Service Partner shall take all the necessary and prudent care of the premises and all equipment, furniture, godown in which JSW's products are supplied and stored, as a businessman of ordinary prudence would take of like facilities, equipment and stocks.
- (p) The Service Partner shall notify JSW of the initiation of any insolvency proceedings, including the filing of any application for initiation of insolvency proceedings by a financial creditor (as defined under the Insolvency and Bankruptcy Code, 2016), or receipt of notice from any creditor (as defined under the Insolvency and Bankruptcy Code, 2016) towards non-payment of dues, immediately upon becoming aware of the same;
- (q) The Service Partner shall notify JSW regarding receipt of any notice from any governmental authority, including without limitation, any tax inspector, in relation to any matter directly or indirectly affecting the Service Partner operations, including without limitation, notices in relation to inspection, closure or show-cause, immediately upon receipt of such notice;
- (r) In the event that the Service Partner becomes the subject of bankruptcy proceedings, or is placed in receivership, attachment of the Premises or judicial administration, or goes into liquidation or becomes subject to a similar legal process affecting the normal operation of the Service Partner, or on termination of this Agreement, the Service Partner will desist immediately from operating the activities mentioned in this Agreement on behalf of JSW and shall hand over to JSW all unpaid Products and other properties of JSW that may have been received, entrusted or held by Service Partner on behalf of JSW under this Agreement.

## 1.2 Institutional Sales

- (a) The Service Partner shall always get a prior approval from JSW in case of quoting / selling to any Institutional Buyer and/or Original Equipment Manufacturer (OEM) Buyer for any of Products.

## 1.3 Operating Procedure

- (a) JSW will endeavour to supply agreed quantities of each Product category to the Service Partner as may be agreed between the Parties from time to time.
- (b) The Service Partner shall not alter, remove or tamper with the marks or numbers on the Products supplied by JSW.
- (c) Service Partners to maintain only JSW TDC in all communication with customers. JSW doesn't authorize service partners to create their own TDC (technical delivery conditions) to their customers.
- (d) The Service Partner will not commit any acts which would in any manner adversely affect the JSW Brand name / Logo and in turn would prejudice, or jeopardise the reputation of JSW or its bands in any manner whatsoever.
- (e) Otherwise than as provided in this Agreement, the Service Partner shall not be authorised to use the corporate logo or Product logo, trademarks, copyrights, or name of JSW including use of logo of JSW, Brand for any other purpose in any manner without prior written consent of JSW. Any such consent if given by JSW shall not be deemed as grant of any License to the Service Partner, except for the limited purposes as may be specified in writing by JSW.
- (f) The Service Partner shall print and use the stationary such as visiting cards, invoices and bills, tax invoice, letter heads and challans at its own cost and expenses as per standard format provided by JSW.
- (g) Any complaints as regards the quality of Products supplied to the Service Partner shall be made in writing within three (3) working days from the date of receipt of delivery of such Products. After expiry of three (3) working days, JSW shall not entertain any such claims.
- (h) Any complaints received by the Service Partner's customer regarding the Products of JSW, shall be informed by the Service Partner to JSW within twenty-four (24) hours of receiving complaint. Such



complaints shall be verified by JSW's sales team/ quality control personnel and shall be settled to the satisfaction of the customer.

- (i) The Service Partner is permitted to describe itself only as the Service Partner of JSW.
- (j) The Service Partner shall be responsible for any damage caused to or incurred by JSW due to non/wrong delivery of the Products and any act of commission and/or omission by the Service Partner, its employees and servants in relation to the Products in custody or control of the Service Partner.
- (k) The Service Partner shall have no authority to represent JSW or to commit or act for and on behalf of JSW in any manner whatsoever, including giving of any warranty in relation to the Products, except to store and sell the Products of JSW.
- (l) **The computer software (SSV patch) required must be installed by Service Partner** at its cost, as and when communicated by JSW during the course of this Agreement.

#### 1.4 Customer Mapping:

- a) Existing customer- As per a systemized plan, each customer is mapped to 1 or 2 Service Partners who will own exclusive rights to serve that customer. The mapping will be done based on zonal demarcation, past relationship, and capabilities & capacity to meet customer demand.
- b) New customer- If the customer is new for the company in all respects of channels & products, the Service Partner has the right to serve them with the written consent from JSW regional head and intimation to HO Team.
- c) All servicing complaints will be handled by the Service Partner, and will not be routed through JSW's complaint management process.
- d) For product quality issues, the Service Partner will lend required support to the company in inspection and resolution.
- e) Service partner must conduct a Customer Satisfaction Survey for their customers monthly and share results with the company

#### 1.1 Manpower

- (a) Service partner is required to maintain a dedicated team of sales personnel to service existing customers & onboard new customers as follows-
  - Appliance- 1 dedicated salesperson per 800 MT of appliance customers monthly
  - GE- 1 salesperson for every 500 MT of unutilized capacity of the centre
- (b) Service partner is required to conduct semi-annual training programs for all personnel in their relevant field. Completion of such training programs will yield monetary or non-monetary incentives from the company
- (c) Company will allocate leads to service partners keeping in mind the manpower availability and current pipeline visibility of the service partner



- (d) The Service Partner shall be entitled to appoint personnel who are qualified, trained, competent, experienced staff or commission agents or other sales personnel on salary, commission or any other basis for the promotion and sale of the Products in the Premises. Such employees appointed will function in accordance with the provisions of this Agreement and not do anything which is detrimental to the interest of JSW, or the Service Partner and the collective interests of both in the specified Territory / Allocated Region.
- (e) In the performance of the obligations under this Agreement, the Service Partner shall be deemed to be an independent entity for all purposes and the Service Partner shall be solely responsible to provide all salaries, fees, perks, or social and employment benefits, as required by the applicable local laws or otherwise, for the employees appointed by the Service Partner in their Premises, or otherwise and under no circumstances shall JSW be responsible for any of the above. The employees, commission agents or other sales personnel appointed by the Service Partner shall at all times remain and construed to be employees, consultants, agents, representatives (as the case may be) of the Service Partner and shall not be deemed to be employees, consultants, agents or representatives of JSW. Service Partner shall solely be responsible and liable for payment and claims of salaries, wages or other applicable statutory dues etc. of its employees, Service Partners, workers at all times.
- (f) Service Partner shall make it clear to the personnel employed or engaged by them at the time of employment that the Service Partner is their employer and shall in particular, in all cases, where letters of appointment or other similar letters or documents are given to the personnel, specify in such letters or documents that the Service Partner is their employer.
- (g) The Service Partner shall be responsible and liable for payment of salaries, wages and other payments or legal dues of their employees / agent / representatives who are employed / engaged / deployed by it and shall maintain proper Books of Accounts, records and documents and shall comply with all statutes, rules and regulations which may be applicable to them, from time to time under this Agreement.
- (h) In case of any accident occurring at their Premises, or otherwise, JSW shall not be held responsible or liable for death, injury of any representatives/ employees / personnel of the Service Partner notwithstanding that the same may arise out of and in course of their duties at the said Premises. In such an event, it shall be the responsibility and liability of the Service Partner alone to pay necessary compensation if required, and JSW shall under no circumstances be held responsible and liable for the same.
- (i) The Service Partner shall obtain and comply with all Municipal and other Governmental permits, licenses and permissions, if any and shall also ensure compliance of all labour regulations, and shall bear all costs and expenses in that behalf.
- (j) The Service Partner shall prudently adopt all such safety and security measures as may be necessary from time to time and comply with all Applicable laws. Without prejudice to the same, the Service Partner shall be bound to adopt and follow all such security and safety measures which JSW may advise from time to time, whether in respect of their employees / representatives or in connection with the said Premises or any component thereof and if required shall also engage the services of Security Guards from registered security agencies.

## 1.2 Warehouse and Inspection

- (a) The Service Partner shall be responsible and liable for unloading the products at the duly approved godown/warehouse at its own cost.
- (b) The Service Partner shall be responsible for the safe custody of the Products in its godown/warehouse at its own cost, and shall keep the warehouse and Products adequately insured against risk of peril, fire, riots, floods and other natural calamities, civil disturbances, burglary, theft etc. and also against all losses due to breakage, pilferage, and other probable loss/damage after they are received at the



warehouse.

- (c) The Service Partner shall at all times keep the said Premises and the facilities installed at Service Partner's premises adequately insured against fire, loss, damage or risk from whatsoever cause arising, with a reputed insurance Company, in the name of the Service Partner and deliver a copy of the policy of such insurance to JSW Steel and duly and punctually pay all premium necessary for effecting and keeping such insurance in force and produce receipts for all such payments to JSW on demand and shall at all times keep JSW indemnified against all loss or damage to the facilities from whatsoever cause the same may arise.
- (d) The Service Partner shall permit JSW or its duly authorized agents to make such periodical site inspection of the Service Partner's premises and godowns during the course of this Agreement. JSW may also carry out inspection from time to time to ensure that all Facilities and operating equipment which have been installed in the Service Partner's premises and the godowns are in good working order and condition.
- (e) At all times, during the continuance of this Agreement, in the interest of the customers, JSW reserves the right to inspect the cleanliness, suitability and condition of the Premises including the Godowns, warehouse or any component thereof and shall in its sole discretion if it so desires, inspect the Products stored therein. If in the reasonable opinion/belief of JSW which shall be final and binding, the quality of the goods stored therein is deteriorating and the Service Partner is negligent in taking action for the prevention of the same or for remedying the cause therefor, JSW may in addition to the other rights and remedies that it may have against the Service Partner forthwith terminate this Agreement and prevent the Service Partner from making use of JSW Brand name / Logo, Intellectual Property and to discontinue display of all such logos, signages and notices. For the sake of brevity it is clarified that in case of such discontinuance, JSW shall be entitled to remove / deface its logo / Brand name displayed on the signages along with all its stickers displayed or available at the Premises.

### **1.3 Records and Accounts**

- (a) The Service Partner shall keep full and adequate books of accounts and other records reflecting the results of operation of the Premises.
- (b) The Service Partner shall deliver to JSW within seven (7) days of the succeeding month, the sales statement showing the results of the operation of Service Partner's premises for the immediately preceding calendar month.
- (c) The Service Partner shall also furnish and deliver to JSW periodical reports in such forms and containing such data and information as may be requested by JSW from time to time.
- (d) Account reconciliation to be done on quarterly / half yearly / yearly basis. Failure on the part of the Service Partner in confirming the statement of account within 7 days on completion of above due dates, shall treated as deemed acceptance and acknowledgement of statement by the Service Partner.
- (e) The Service Partner shall maintain a complete account of the products sold by the Service Partner.

### **1.4 Placement of order for products**

- (a) All orders of the Products placed by the Service Partner shall be subject to JSW's acceptance and JSW shall be at liberty to accept or refuse any order in full or in part, without assigning reasons. JSW shall at its own discretion determine the quantity of the Product to be despatched on receipt of the order from the Service Partner. The order shall be deemed to have been completed on the date of actual despatch in respect of the Products in part/ full.
- (b) The Service Partner agrees and confirms not to cancel any orders for the Products once it is accepted by JSW unless consented to by JSW in writing.



- (c) JSW shall have the option to execute the orders for the Products so placed by the Service Partner by supplying the Products from any of its group companies/ Affiliates and other consignment agents.
- (d) Weights and measurements of the Products at the time of despatch shall be accepted as conclusive evidence by the Parties of quantity delivered/ supplied under this Agreement.

#### **1.5 Delivery Terms**

- (a) JSW has a right at its sole discretion to suspend supplies of the Products under any order until the receipt of the outstanding payments for the earlier supplies are cleared. JSW shall not be responsible for any loss or damage sustained by the Service Partner, due to delay in supply for reasons beyond its control including the suspension of supply due to non-payment for the earlier Products supplied.
- (b) In addition to other rights, JSW also has a right to set off the outstanding payments for earlier supplies or any other recovery against payment received for any other orders.
- (c) The Products shall be despatched at such time, in such convenient lots and quantities, at the discretion of JSW and the Service Partner shall not to raise any issue in this regard.
- (d) In the event, the Service Partner fails to make payment in terms of Clause 7, respective of the property in Products/Products not being passed on to the Service Partner, JSW shall have the right to claim the price due as per the invoice raised for such Products.
- (e) Until such time the Service Partner has not made payment against the Products, the possession of such Products and/or delivery of documents of title to such Products shall not be deemed to have passed on without the consent of JSW.

#### **1.6 Documents**

- (a) Any concessions to be availed under relevant forms of GST, should be forwarded to JSW in advance before valid period failing which, excess taxes/ duties and penalties, if any, paid by JSW shall be borne by the Service Partner and shall be recovered from the Service Partner either by adjusting the amount against the Security Deposit or by such other means.
- (b) Road permits, approvals, etc. must be forwarded to JSW before despatch of Products as per scheduled supply date, failing which penalties, if any, paid by JSW shall be reimbursed by the Service Partner upon written demand made by JSW.
- (c) The Service Partner shall obtain the requisite licenses, approvals and permissions as required from time to time under the Central and State Sales Tax laws / GST to conform with the registration there under as well as any other Applicable laws including for storage of the Products (if any) and shall have the same renewed from time to time during the Term of the Agreement and all reasonable expenses for procuring and/ or renewing such licenses, approvals and permissions shall be borne by the Service Partner.
- (d) The Service Partner agrees and undertakes to pay and discharge all rates, taxes, cess, duties and other impositions and out-goings levied or imposed by the Municipality, Government or any other Public Body upon or in respect of the said Premises and /or godown or warehouse.
- (e) Unless permitted by JSW in writing, the Service Partner shall not assign, sell, mortgage, let or otherwise deal with or dispose of the said Premises or Service Partner's premises to any person, firm or Company, nor purport to sub-let or grant any licence in respect thereof, nor allow anyone except the duly authorised employee of the Service Partner to use the same during the currency of this Agreement.
- (f) The Service Partner shall not carry on at or from the said Premises, Service Partner's premises or any premises adjacent to or in close proximity to the said Service Partner's premises which may belong to the Service Partner or which the Service Partner may acquire in future, (the additional premises) any business for sale of competitive products and any business other than that of the sale of JSW's Products



save and except and only to the extent, if any, to which the Service Partner may be permitted in writing by JSW at its sole discretion to carry on such other business / render such services at or from the said Service Partner's premises and / or from the said additional premises.

- (g) The Service Partner shall not change the constitution of the Service Partner firm nor dissolve the firm nor admit new member as a partner / director nor allow any partner / director to withdraw/resign from the partnership / company without obtaining the consent in writing of JSW which consent may be given by JSW at its sole discretion and on the terms and conditions it may deem fit.
- (h) The Service Partner and its personnel shall not indulge itself in any act of bribery and other corrupt conduct and practices in any form. The Service Partner is required to act in accordance with high standards of personal and professional integrity, honesty and ethical conduct in performance of its obligations under this Agreement.

