

DREAMCHIP ELECTRONICS SIDDHI DIGITAL SCHOOL BAG RETAILER AGREEMENT

This Consumer Tech Retailer Agreement ("Agreement") is made and entered into on this ____ day of _____, 2025, by and between:

Dreamchip Electronics Private Limited, a company incorporated under the laws of India, having its office at Suite G2, #10&11, Hill2, Rushikonda IT Park, Visakhapatnam 530 045, India hereinafter referred to as the "Seller" (which expression shall, unless repugnant to the context, include its successors and permitted assigns);

AND

_____, a retailer having its principal place of business at _____, Visakhapatnam _____, India hereinafter referred to as the "Retailer" (which expression shall, unless repugnant to the context, include its successors and permitted assigns).

The Seller and the Retailer are collectively referred to as the "Parties" and individually as a "Party".

WHEREAS:

The Seller is engaged in the business of design and manufacturing and selling consumer technology products, including but not limited to Siddhi Digital School Bag, an education platform hereinafter referred to as the "Goods".

The Retailer is engaged in the business of retailing products through physical stores, online platforms, or both, and wishes to procure and sell the Goods supplied by the Seller.

The Parties intend to establish a business relationship whereby the Seller shall supply the Goods to the Retailer for resale in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. APPOINTMENT AND SCOPE

1.1 The Seller hereby appoints the Retailer as a non-exclusive retailer of the Goods within the territory of Visakhapatnam, subject to the terms of this Agreement.

1.2 The Retailer agrees to promote, market, and sell the Goods in accordance with the Seller's guidelines and applicable laws in India.

2. SUPPLY OF GOODS

2.1 The Seller agrees to supply one unit of the Goods to the Retailer for a limited period of 30 days at no cost to the Retailer for the purpose of showcasing the product. Unsold Goods shall be returned in working condition to the Seller immediately on completion of the 30 days period.

2.2 The Seller agrees to supply the Goods to the Retailer as per the orders placed by the Retailer, subject to availability and the Seller's discretion.

2.3 The Goods supplied shall conform to the specifications provided by the Seller and comply with applicable Indian standards and regulations.

3. ORDERS AND PRICING

3.1 The Retailer shall place orders for the Goods in writing (including via email or an agreed electronic platform) specifying the quantity, type, and delivery schedule.

3.2 The pricing of the Goods shall be as per the Seller's prevailing price list, communicated to the Retailer from time to time. The Seller reserves the right to revise prices upon reasonable prior notice to the Retailer.

3.3 All prices are exclusive of applicable taxes, including Goods and Services Tax (GST), which shall be borne by the Retailer.

4. PAYMENT TERMS

4.1 The Retailer shall make payment for the Goods within 7 days from the date of invoice, unless otherwise agreed in writing.

4.2 Payments shall be made via bank transfer to the Seller's designated account.

4.3 In case of delayed payment, the Retailer shall be liable to pay interest at the rate of 12% per annum on the outstanding amount, without prejudice to the Seller's right to terminate this Agreement or suspend supply.

5. DELIVERY AND RISK

5.1 The Seller shall arrange delivery of the Goods to the Retailer's designated location via a carrier of the Seller's choice, unless otherwise agreed.

5.2 Delivery timelines shall be mutually agreed upon, and time shall be of the essence in this regard.

5.3 Risk of loss or damage to the Goods shall pass to the Retailer upon delivery at the designated location. Title to the Goods shall pass upon full payment by the Retailer.

6. INSPECTION AND RETURNS

6.1 The Retailer shall inspect the Goods within 24 hours of delivery and notify the Seller in writing of any defects, shortages, or non-conformities.

6.2 Defective Goods may be returned to the Seller at the Seller's expense, provided the Retailer complies with the Seller's return policy and applicable warranty terms.

7. WARRANTIES AND SUPPORT

7.1 The Seller warrants that the Goods shall be free from manufacturing defects and shall conform to the specifications provided, subject to the warranty terms communicated by the Seller.

7.2 The Retailer shall pass on to customers any manufacturer warranties provided by the Seller and shall not make additional representations or warranties beyond those authorized by the Seller.

7.3 The Seller shall provide reasonable technical support and training to the Retailer for the sale and servicing of the Goods, as mutually agreed.

8. INTELLECTUAL PROPERTY

8.1 The Retailer acknowledges that all trademarks, logos, designs, and other intellectual property rights associated with the Goods belong to the Seller or its licensors.

8.2 The Retailer shall not use, modify, or reproduce the Seller's intellectual property without prior written consent, except as necessary for the sale of the Goods under this Agreement.

9. CONFIDENTIALITY

9.1 The Retailer agrees to maintain the **confidentiality of all proprietary information, pricing details, and trade secrets** disclosed by the Seller during the term of this Agreement and for a period of 5 years thereafter.

9.2 This obligation shall not apply to information that becomes publicly available through no fault of the Retailer or is required to be disclosed by law.

10. TERM AND TERMINATION

10.1 This Agreement shall commence on the date of execution and continue for a period of 1 year unless terminated earlier in accordance with this clause.

10.2 Either Party may terminate this Agreement by providing 30 days written notice to the other Party.

10.3 The Seller may terminate this Agreement with immediate effect if the Retailer:

(a) fails to make payments when due;

(b) breaches any material term of this Agreement; or

(c) becomes insolvent or is subject to winding-up proceedings.

10.4 Upon termination, the Retailer shall cease selling the Goods and return any unsold inventory to the Seller, subject to mutually agreed terms.

11. GOVERNING LAW AND JURISDICTION

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

11.2 Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts at Visakhapatnam, India.

12. FORCE MAJEURE

12.1 Neither Party shall be liable for any delay or failure to perform its obligations under this Agreement due to events beyond its reasonable control, including but not limited to acts of God, strikes, riots, or government regulations.

13. MISCELLANEOUS

13.1 Entire Agreement: This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements or understandings, whether written or oral.

13.2 Amendments: Any amendment to this Agreement shall be in writing and signed by both Parties.

13.3 Notices: All notices under this Agreement shall be in writing and delivered to the addresses specified above via registered post or email.

13.4 Assignment: The Retailer shall not assign its rights or obligations under this Agreement without the prior written consent of the Seller.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

For and on behalf of the Seller:

Name:

Designation:

Signature: _____

Date:

For and on behalf of the Retailer:

Name:

Designation:

Signature: _____

Date: