

PAMS GROUP DEALERSHIP AGREEMENT

THIS AGREEMENT is made on this _____ day of _____ by and between PAMS Group Limited (PFL), a company duly incorporated under the Companies Act, having its Corporate and Registered Office at 22 Monrovia Street, Wuse 2, Abuja, hereinafter referred to as "THE COMPANY" (which expression shall, unless excluded by or repugnant to the context or meaning thereof, be deemed to include its successors in business, assigns, executors, and administrators) of the one part,

AND

M/s. _____, being a Sole Proprietorship firm/Partnership firm/Private/Public limited company/Co-operative Society having its principal place of business/Registered office at _____, hereinafter referred to as the 'DEALER' (which expression shall, unless excluded by or repugnant to the context or meaning thereof, be deemed to include their successors in business, assigns, executors, and administrators) of the second part.

WHEREAS the Company is engaged inter-alia in the business of production, processing, distribution, and marketing of food products (hereinafter referred to as "Products/Goods").

AND WHEREAS the Dealer is engaged in the business of trading in food products and is desirous of being appointed as the Dealer for the Company, and the Company agrees to appoint M/s. _____ as its Dealer of category _____ for _____ on such terms and conditions as are contained herein.

Both the COMPANY and DEALER may hereinafter be referred to singularly as "Party" and collectively as "Parties".

NOW THIS AGREEMENT WITNESSETH and in consideration of the mutual promises and covenants hereinafter contained, it is hereby agreed by and between the parties as follows:

1. DEFINITIONS

For the purposes of this Agreement, the following terms shall have the meanings specified below, unless the context specifically requires otherwise:

- "Agreement" shall mean this Dealership Agreement.
- "Assign" shall mean the absolute transfer of interest and rights to a third party over which the assignor shall have no control.
- "Competing Products" shall mean any products in the same class as the Products and/or having similar or identical nature and kind.

- “Dealership” shall mean the business to store and sell the Products/Goods.
- “Dealer” shall mean ‘Dealer’ as defined in the relevant legal framework and appointed under this written agreement by the Company.
- “Effective Date” means the date on which this Agreement enters into force pursuant to its provisions.
- “Label” shall mean the Trademark, Trade Name, Copyright, or any Distinctive Signs or for that matter any intellectual property of the Company or other companies with which the Company has trade/business agreements for production, supply, marketing arrangements as selected by it for the Products.
- “Month” shall mean a Calendar month.
- “Non-Exclusive” shall mean that the party granting the right shall be free to grant the same right to any other party within the relevant territory.
- “Persons” shall include Corporations, Firms, Companies either Private/Public Co-operative Society/Sangh, and individuals.
- “Products”/“Goods” shall mean the food products produced and/or distributed by the Company.
- “Territory” shall mean the area assigned for dealership.
- “In writing” and “Written” shall include printing, lithography, and other modes of representing or reproducing words in a visible form.
- “Year” shall mean a financial year starting from 1st April and ending on 31st March of the subsequent year.

2. MUTUAL INDEPENDENCE OF THE PARTIES

2.1 The Parties acknowledge that they are independent of each other. No relation of subordination exists or shall ever exist between them at any time during the performance of this Agreement. Thus, nothing contained herein shall be construed as conferring upon the Dealer the capacity of agency or of legal representative of the Company. Accordingly, the Dealer shall under no circumstances be entitled to enter into on behalf of the Company any commitments, express or implied, binding on the Company without the latter’s written consent. Nothing in this Agreement shall constitute or be deemed to constitute a partnership between the parties hereto, and the Dealer shall have no authority or power to bind the Company or to contract in the name or create a liability against the Company in any way or for any purpose.

2.2 The Company and the Dealer agree that all prior understandings relating to all or part of the Dealer of Products are terminated and superseded by this Agreement.

3. GRANT OF DEALERSHIP

3.1 The Company hereby grants and entrusts to the Dealer, who agrees and accepts the non-exclusive Dealership of the products/goods of the Company as Category _____ for _____ along with outlets/command centres as per Annexure-I on such terms and conditions as are contained herein.

7. DAMAGE TO PRODUCTS/GOODS

In the event that Products/Goods are damaged in transit for F.O.R (Free on Road) deliveries to the Dealer's destination, the Dealer must notify the Company of such damage by sending an email to the Company, at the Dealer's own expense, within 24 hours of receipt of the Products. Any delay in notification may result in the Company being absolved of any claims for loss or damage to the consignment. The Company shall not be liable for any damage for Ex-Work deliveries made to the Dealer from the Company's authorized supply points.

8. SALES PROMOTION

8.1 The Dealer shall actively engage in selling efforts, including participation in local/regional agricultural fairs, exhibitions, and other promotional activities to enhance the sales of the Company's Products/Goods.

8.2 The Dealer must ensure that no misrepresentation is made by themselves or their agents/employees regarding the nature, quality, usage method, or timing of the Products/Goods. Information provided must be consistent with what is provided by the COMPANY in writing or as printed on the product packaging. The Dealer is responsible for informing themselves, their agents/employees, and purchasers about the correct usage of the Products as specified by the COMPANY. The COMPANY shall not be liable for any losses resulting from the Dealer's failure to provide accurate information.

9. TRADE MARGINS

The Company will offer the Dealer trade margins or discounts as outlined in the Company's sales policy and as announced in various schemes from time to time. These are subject to review and revision based on market conditions and other influencing factors. Product prices are subject to change without prior notice.

10. TERMS OF PAYMENTS

10.1 The Dealer agrees to make prompt and timely payments for each consignment of Products. Payments shall be made only by demand drafts in favor of the Company, payable at the concerned R.O./Area Office, or through digital online payment methods. Cash transactions with the Company's representatives/employees are strictly prohibited. The price(s) payable by the Dealer will be the ruling price(s) on the date of actual lifting

by the Dealer or the price(s) on the date of direct dispatch to the Dealer, or as per the Invoice/Bill issued, at the discretion and decision of the Company.

10.2 The Dealer must not default on payments to the Company. If payments for goods consigned are delayed beyond 30 days from the invoice date, the Dealer will be liable to pay interest at a rate of 9% per annum from the date of lifting or dispatch until the date of payment. In the event of a dishonored cheque, the Company reserves the right to charge a penalty at a rate of 18% per annum on the dishonored amount.

11. SECURITY DEPOSIT

The Dealer shall deposit with the Company the sum of as prescribed in the PAMS Group Dealership Categories as a security deposit for the prompt, unconditional, and faithful performance of the terms and conditions stipulated in this agreement. In the event of any breach or failure to fulfill all or any of the terms and conditions herein contained by the Dealer, the Company shall have the right, without prejudice to other remedies available, including forfeiture of the entire security amount, to recover such sums as deemed necessary to compensate for the damage, loss, or expenses incurred by the Company.

12. STORAGE & QUALITY

The Dealer undertakes to provide scientifically adequate and proper storage facilities, with special emphasis on preserving the quality of the Products for all its attributes/specifications. The Dealer shall permit and allow access to the Company's authorized officers and representatives to inspect storage points, go-downs, and other premises of the Dealer to ensure compliance with all conditions and statutory obligations pertaining to storage. The Dealer shall also abide by the instructions given by the Company from time to time for storing the Product in the manner, type, fashion, etc., as prescribed based on Scientific Practices and Good Storage Practices.

13. GUIDELINES

The Dealer shall abide by and follow the instructions and directives that the Company may issue from time to time regarding the procedures to be adopted under this agreement. Any breach will entitle the Company to cancel this agreement, and the Dealer will be liable for any losses incurred by the Company.

14. LEGAL REQUIREMENTS

The Dealer undertakes to comply with all statutory provisions, including all laws, by-laws, regulations, ordinances, and directives prescribed by the Federal and State Government departments and agencies pertaining to the marketing of the Products. Non-compliance with any clause of the state and federal government clauses or this agreement shall result in its immediate

termination. The Dealer will indemnify the Company against any claims, losses, and other liabilities that may arise due to any violation of the above statutory conditions.

15. ADVANCE BOOKING SCHEME

The Advance Booking Scheme shall be specific to its flotation, meaning one Advance Booking Scheme shall not be correlated to another. The Company may float Advance Booking Schemes for the Products/Goods at its discretion. The Dealer must participate in the scheme to be eligible to receive the Products/Goods from the Company. If the Dealer does not participate, the Company is not obligated to supply the Products/Goods, even if an order has been placed and payment made. The supply of Products/Goods shall be governed by the terms and conditions of the specific Scheme and this Agreement.

16. QUALITY OF PRODUCTS/GOODS

The supply of Products/Goods shall be made as per the Quality Standards governed by the Companies rules and Standard organization of Nigeria requirements, and any other standards prescribed for the different Products, as amended from time to time.

17. COMPLAINTS FROM CUSTOMERS

Complaints from customers regarding the Product shall be addressed by the Company as per its Procedure of Redressal of Quality Complaints of Customers. The Dealer shall not make any assurances or commitments to complainants on behalf of the Company. For all Products, the Company shall issue separate guidelines/procedures for redressal mechanisms.

18. WAIVER

No failure or delay by the Company at any time during the term of this Agreement to exercise any right or remedy hereunder shall operate as a waiver thereof, nor shall it in any way affect the validity of that right or remedy, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.

25. SECRECY AND CONFIDENTIALITY

The provisions of this Agreement and dealings hereunder, including the transfer of any proprietary information by the Company of a confidential nature to the Dealer, shall not be disclosed to third parties.

26. NOTICES

All notices and communications in respect of this Agreement shall be given in writing in English by Registered/Speed Post, fax, or e-mails. Such notices or communications shall be deemed to have been given upon mailing to the party entitled thereto at its address set forth below or such other address as it shall hereafter designate for that purpose. Notices or communications shall be deemed to have been received by the other party at the expiration of two (2) days after delivery to the Courier / Postal Agency, and in the case of facsimile or email, immediately upon receipt of an OK status report by the Sender.

Address of Company: No. 22, Monrovia Street, Wuse 2, Abuja.

Address of Dealer:

27. INSURANCE

The Dealer shall take out an insurance policy to secure proper coverage of its business and shall deliver to the Company, upon request, a certificate to attest that the Dealer's business has been duly insured.

28. AMENDMENT

This Agreement and all its Attachments constitute the full and complete understanding between the parties in relation to the Dealership. This Agreement shall be amended only by unanimous written consent of the parties, executed by an instrument of equal force. No amendment, change, or addition shall be effective or binding unless set forth in writing and executed by duly authorized representatives of each party.

29. ARBITRATION

29.1 In the event of any dispute arising in connection with this Agreement, the Parties shall first attempt to resolve the matter amicably.

29.2 Failing an amicable resolution, disputes shall be settled under relevant arbitration laws of the Federal Republic of Nigeria

29.5 The language of arbitration shall be English.

30. ANTI-BRIBERY POLICY COMPLIANCE

30.1 The DEALER represents that they have not, and shall not, offer or give money or gifts to any employee of the Company to influence decisions regarding this agreement or any business transactions related to this agreement.

30.2 The DEALER acknowledges and agrees that they shall not engage in any unlawful influence to secure or solicit any business extension.

31. FORCE MAJEURE

The Company shall not be held legally liable if it is unable to supply the whole or any part of the goods due to reasons beyond its control, including but not limited to Acts of God, Acts of State/Federal Governments, orders,

restrictions, warlike conditions, insecurity, insurgency, hostilities, etc. The Company shall be the sole judge to decide the existence of such circumstances, and its decision shall be binding on both parties. A notice regarding the applicability and cessation of such a situation must be sent by the Company to the Dealer, or vice versa, within 48 hours of the occurrence or cessation of such an event.

32. JURISDICTION

All disputes and issues arising out of this Agreement, other than those referred for arbitration, shall be subject to the jurisdiction of the Courts at the Company's Head Office, where the cause of action shall lie. This is due to the fact that the products and goods, being the subject matter of this agreement, are brought/sold from the Registered Office of the Company at the Headquarters, and also because the present Agreement is being executed at the Headquarters.

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound, have caused this Agreement to be executed by their duly authorized representatives in two counterparts, each of which shall be deemed to be an original, as of the day and year first above written.

For PAMS Group Ltd _____
For: _____

(Signature) _____
(Signature) _____

Name: _____
Name: _____

Address: _____
Address: _____

Designation: _____
Designation: _____

Witnesses:
1. (Signature) _____
Name: _____
Address: _____
Date: _____

2. (Signature) _____
Name: _____

Address: _____

Date: _____