

The Company and the Partner are collectively referred to as the “Parties” or individually as a “Party”, as the context may require.

IT IS HEREBY AGREED AS FOLLOWS:

1. Term

This Agreement shall be effective on and from the date of registration of the Partner on the website of the Company, i.e. <https://www.chemotrades.in> (“Portal”), and shall remain valid unless otherwise terminated earlier in accordance with Clause 24 (“Termination and effects of termination”).

2. Supply of Products

1. During the Term, the Partner shall supply products of such nature, description of which shall be specified in the relevant Purchase Orders (“Products”), to the Company, and the Company shall purchase the Products in accordance with the terms and conditions set forth in this Agreement and the respective Purchase Order(s).
2. The Partner shall, at the time of entering into this Agreement, create a virtual account on the Portal. The Partner shall have the right to access its virtual account on the Portal from time to time, which shall give the Partner access to the Purchase Order(s) issued by the Company, order tracking, dispatch & delivery timelines, packaging specifications, invoice tracking, and such other relevant information/ documents (“Partner Dashboard”). Further, the Partner shall provide relevant information/ upload documents on the Partner Dashboard, as may be required from time to time.

3. Purchase Orders:

1. During the Term, the Company shall place orders (each a “Purchase Order”) with the Partner for the supply of Products. The Purchase Order shall contain details with respect to the description and specifications of the Products, including but not limited to the delivery models, delivery locations, and the timelines for delivery of the Products.
2. Each Purchase Order raised by the Company shall be available for access by the Partner on the Partner Dashboard.
3. Within two (2) working days from the date on which the Company uploads the Purchase Order on the Partner Dashboard, the Partner shall communicate:
 4. its acceptance of the Purchase Order, or
 5. partial acceptance of the Purchase Order, subject to variation in terms and/or contents thereof
 6. rejection of the same on the Partner Dashboard.
7. A Purchase Order shall be deemed to be accepted by a Partner only upon issuance of an explicit acceptance in accordance with provisions of Clause 2.3(c) above within the timelines prescribed therein.

8. If the Partner fails to communicate its acceptance in terms of Clause 2.3 (c) above, the Purchase Order or the modified Purchase Order, as the case may be, shall be deemed to be rejected by the Partner, unless otherwise notified by the Company on the Partner Dashboard.
 9. Either Party shall be entitled to request for a variation in the Purchase Order no later than two (2) days of the Purchase Order being accepted by the Partner. In the event a Party requests for a variation in the Purchase Order, the other Party shall communicate the acceptance or rejection of such request within two (2) working days of receipt of such request. Provided that irrespective of placing of the Purchase Order by the Company and acceptance thereof by the Partner, the Company shall be entitled to reject the invoices/ proforma invoices raised by the Partner in terms of Clause 3.4 of this Agreement.
 10. In case of rejection of the Purchase Order by the Partner or, rejection of the modification to the Purchase Order by the Company, as the case may be, in accordance with the terms of this Agreement, the particular Purchase Order shall stand cancelled, and no rights and obligations in relation to the same shall subsist in favour of either Party.
 11. In the event of any conflict arising between the provisions of this Agreement and the Purchase Orders, the provisions of the Agreement shall prevail.
4. Delivery Timelines and Lead Time:
1. The Partner hereby acknowledges that time is of essence in the performance of the obligations of the Partner under this Agreement and the Purchase Order(s). The Partner shall adhere to all the timelines as provided in the Purchase Order, including but not limited to the lead time as set out in the Purchase Order/ on the Partner Dashboard.
 2. The Partner agrees not to ship any Products without the acceptance of the invoice by the Company. The Partner further agrees that the Company shall have the right to reject any invoice raised by it at its sole discretion.
 3. In the event of a delay in delivery of the Products, the Company reserves the right to (i) cancel the relevant Purchase Order, in which case the Partner shall be liable to compensate the Company for any costs which may be incurred by the Company on account of such cancellation; or (ii) accept the relevant Purchase Order, and impose penalties on the Partner, as more particularly set forth in the Purchase Order/ on the Partner Dashboard.
5. Packaging Requirements:
1. All Products to be delivered by the Partner, shall be appropriately packaged for delivery to the location(s)/ address(es) as set out in the relevant Purchase Order ("Delivery Destination"), in accordance with the instructions provided by the Company.
 2. The Partner shall ensure that the packaging and labels for supply of the Products under this Agreement are in accordance with the specifications provided by the Company.

3. In the event of any damage caused to the Products during transportation on account of inadequate/ inappropriate packaging, the Partner shall be responsible for making good such damage and any ancillary costs associated therewith.
6. Quality Check:
 1. Upon delivery of the Products at the Delivery Destination, the Company shall arrange for an inspection of the Products, either themselves or through a third party appointed by the Company, to assess conformance of the Products with the specifications, and/or shortages, and/or defects communicated by the Company to the Partner in the relevant Purchase Order. In case of inspection by any third-party, the ownership of the Products shall be deemed to pass from the Partner to the Company, only upon the Company receiving written confirmation of acceptance of the Products by such third-party. Until the Partner receives written confirmation of acceptance of the Products from the Company, the title of the Products shall continue to remain with the Partner.
 2. The Parties agree that upon delivery of the Products, the Partner shall provide to the Company, a duly executed declaration stating that the Partner has complied with all the specifications as set forth in the relevant Purchase Order.
7. Rejection and Returns:
 1. In case of any defect or fault in the Products, including but not limited to any deviation from the specifications, supplied by the Partner to the Company, the Company shall have the right to return each such defective/ faulty Product to the Partner. The Company shall notify the Partner of such defect or fault, in writing. Upon receipt of such notification, the Partner shall arrange for a (i) replacement, at the sole cost of the Partner; or (ii) refund of the Product, as notified by the Company. The replacement/ refund of the defective/ faulty Products shall be initiated by the Partner within a period of five (5) working days from the date of receipt of notification from the Company.
 2. The refund related costs and expenses of the Products may be provided to the Company in the following manner, at the discretion of the Company:
 3. In the event that the Partner is obliged to refund the Company for the defective/ faulty Product in accordance with Clause 13 (a), the Partner shall compensate the Company with the cost of the Product, including but not limited to any applicable taxes paid and other expenses, if any.
 4. the total cost of the defective/ faulty Products returned and other expenses incurred, if any, shall be set off from the total cost of the Products accepted by the Company; or
 5. the total cost of the defective/ faulty Products returned and other expenses incurred, if any, shall be refunded to the Company; or
 6. the Partner shall provide a credit note equal to the total cost of the defective/ faulty Products returned and other expenses, if any, to the Company.
8. Passing of Title and Risk:

1. In the event that the Partner is engaged in the final delivery of the Products to the Delivery Destination, the title and risk to the Products shall pass from the Partner to the Company, upon final delivery of the Products to the Delivery Destination.
 2. In the event that the Partner is not engaged in the final delivery of the Products to the Delivery Destination, the title and risk to the Products shall pass from the Partner to the Company, upon the loading of Products in the vehicles specified by the Company.
9. Payment Terms.
1. The Company, under this Agreement, may make advance payments to the Partner of such amounts as communicated by the Company to the Partner. Such advance payment shall be made upon issuance of PO acceptance/ Invoice/proforma invoice by the Partner and all amounts due under the advance payment shall be liable to be adjusted against the amounts owed by Elchemy to the Partner.
 2. The Partner shall raise on the Company, an invoice setting out the price for the Products, as agreed to in the Purchase Order ("Product Price") within such period as set out in the Purchase Order. The Partner shall ensure that the consignee shares with the Company original copies of Proof of Delivery, Goods Receipt Note and all other required supporting documents along with such invoice. The Partner shall adjust the invoice amounts against the Advance received from the Company ("Adjustment"). The Company shall calculate such Adjustment and shall provide the Partner details of invoice amount outstanding after such Adjustment. In case the invoice amount is left outstanding after Adjustment, the Company shall make the payment of undisputed invoices raised by the Partner within three 3 Working Days from the date of receipt of original invoice ["Due Date"]. The payment shall be made by the Company only if it finds the invoice and all necessary the supporting documents correct in all respects.
 3. In case of return of the Products by the Company to the Partner, due to any reason including but not limited to return of the Product by any Customer of the Company ("End Client(s)"), deviation from specifications, deviation in quantity, quality of the Products as set out in POs, cancellation of POs by the Company, the Partner shall forthwith return any Advance money paid proportional to the Product Price set out in the disputed Purchase Order.
 4. In case of any delay in the return of Advance by the Partner to the Company, the Company reserves the right to charge an interest @ 2% per month on the advance amount starting from 3rd day from which the advance so paid.
 5. Notwithstanding anything contained herein, the Company shall reject the invoice in the event that (a) the product price specified in the invoice is more than the price agreed between the Parties in the Purchase Order; or (b) the invoice raised by the Partner is illegible; or (c) in case of delivery of Products undertaken by the Partner, the proof of delivery is not provided to the Company; and the Company shall not be liable to pay the Product Price in accordance with Clause 3.2.
 6. It is agreed between the Parties, that notwithstanding anything else contained herein, in cases of uploading of invoices/proforma invoices pre-shipment, the

Company shall have the right to accept or reject the order/invoice/proforma invoice within 7 (seven) working days from the date of uploading the same on the Portal. Only where the Company accepts the invoice/proforma invoice, shall the Partner ship the goods and Company become liable for payment as per the terms of this Agreement. In case of rejection of the invoice/ proforma invoice by the Company in terms of this Clause, the Purchase Order or the modified Purchase Order, as the case may be, shall be deemed to be rejected by the Company, unless otherwise notified by the Company on the Partner Dashboard.

7. Upon rejection of the invoice as set forth in Clause 3.5 and 3.6 above, the Partner shall be notified of the rejection on the Portal.
8. In case of rejection of invoice in terms of Clause 3.6 above, the Partner shall forthwith return any Advance money paid by the Company to the Partner. In case of any delay in the return of Advance by the Partner to the Company, the Company reserves the right to charge an interest of 2% per month.

Tax obligations of the Partner

9. The Partner shall comply with all the compliance requirements under GST law (as may be amended from time to time). This shall include (but not limited to) the following:
 1. Issuing invoices/ debit notes/ revised invoices/ credit notes/Advance Receipt Vouchers as per the prescribed format, containing all the information as is required for the Company to avail input tax credit basis such invoices/ debit notes/ revised invoices;
 2. Delivering invoices to the Company within 2 (two) days from the date of the issuance of the invoice by the Partner either through electronic means or otherwise;
 3. Submitting periodic returns as per the GST laws within specified timelines with complete and correct details as may be prescribed;
 4. Depositing tax within the due dates as may be prescribed;
 5. Issuing payment voucher in all cases where advance is paid by the Company. In case where such advance is refunded without any supply, appropriate refund voucher should be issued by the Partner at the time of receipt of advance or at the time of issue of such refund.
10. If any amount of credit pertaining to the tax invoice issued by the Partner, refund or any other benefit is denied or delayed to the Company or any penal charge is imposed on the Company due to:
 1. any non-compliance by the Partner, including but not limited to failure to upload details of supply on GSTN portal, failure to pay GST to the Government;
 2. non-furnishing or furnishing of incorrect or incomplete documents/ details/ information by the Partner.

then the Partner shall, at his own cost and effort, get the short comings rectified in the GST return within 30 (thirty) days of communication in writing. In case of failure to do so, the Partner shall be liable to reimburse the loss (including but not limited to input credit, interest and penalty thereon) which accrues to the Company on the aforesaid account. The Company shall be entitled to withhold the payment of all the subsequent invoices issued by the Partner to the extent of credit denied along with interest and penalty thereon. In a situation where there is no payment due by Company to the Partner, the Partner would reimburse the Company any loss incurred and the amount of input credit along with interest within 15 (fifteen) days' time of the communication made by the Company in writing.

11. The Partner shall issue tax invoices as required under the applicable laws, including but not limited to the Central Goods and Service Tax Act, 2017. Further, for advances/ down payments, the Partner shall issue receipt vouchers in accordance with applicable laws, unless otherwise agreed between the Parties.

10. Right to Inspect, Audit and Accounts.

1. The Parties hereby agree that the Company shall have the right, but not an obligation, to carry out a process audit and/or audit to verify the compliance with respect to Clause 13, at the sole cost of the Company.
2. The Parties hereby agree that the Company shall have the right to inspect the premises of the Partner, at any time, during the Term.
3. The Company shall intimate the Partner about conducting such an audit/ inspection, at least five (5) working days in advance.

11. Representations and Warranties.

Each Party hereby represents and warrants to the other that:

1. It has all full power and authority to execute and deliver this Agreement and to carry out the transactions contemplated hereunder;
2. this Agreement has been duly executed and delivered by the Parties and constitutes a valid and legally binding obligation and is enforceable against each Party in accordance with its terms;
3. all legal/ statutory formalities and approvals (if any) have been completed or obtained for consummation of the transactions contemplated by this Agreement; and
4. this Agreement does not contravene, or constitute a default under, any provision of applicable law, including but not limited to the laws in relation to anti-corruption and anti-bribery, or regulation or of any agreement, judgment, injunction, order, decree or other instrument binding upon each Party.

11.2 The Partner hereby represents and warrants to the Company that:

5. it has the necessary skill, experience and resources to carry out its obligations under this Agreement;

6. there are no rights exercisable by or obligations owed to any third party which may prevent or restrict the Partner from fulfilling its obligations under this Agreement during the Term;
 7. it shall pass to the Company clean and marketable title to each Product;
 8. there are no commencement of bankruptcy, insolvency or similar proceedings, whether voluntary or involuntary, which are pending or has been pending, or is to the knowledge of the Partner, threatened;
 9. there are no litigations, actions, claims, disputes or proceedings pending or threatened, which if decided adversely against the Partner would interfere with the performance of this Agreement; and
 10. the Products shall be of quality as specified by the Company and free from any defect in material or composition.
12. Covenants:
1. The Partner acknowledges and agrees that it shall not, during the Term, supply products, which are same or similar to the Products, to any End Client.
 2. The Partner shall be obligated to provide the Company with samples of the Products, as per the requirements and timeline communicated by the Company from time to time.
 3. The Partner undertakes to perform its obligations under this Agreement and each applicable Purchase Order, throughout the Term, with all reasonable skill, care and diligence, in a timely and efficient manner, and in accordance with applicable law.
13. Compliance with laws:
1. The Partner hereby agrees to be in compliance, at all times during the Term, with all applicable laws in India, including but not limited to labour laws, child labour laws (including but not limited to the Convention No. 138 and 182 of the International Labour Organization), workmen/ employee health and safety laws and laws in relation to human rights protection, environmental protection, anti-corruption and antibribery
 2. The Partner shall implement and maintain such policies, as may be necessary to adhere to be in compliance with applicable laws as set forth in Clause 19.1.
 3. Notwithstanding anything contained herein, any non-compliance by the Partner with the provisions of Clause 19.1 and 19.2 shall be construed as material breach of the Agreement, giving the Company the right to terminate this Agreement in accordance with Clause 24, and/or be indemnified in accordance with Clause 18.
14. Compliance with Legal Metrology Act, 2009 and other applicable laws.
1. The Company shall inform the Partner about the contents and specifications pertaining to the packaging, which are conformant with the Legal Metrology Act, 2009 and other applicable laws and as notified by the End Client(s) to the Company, from time to time, and the Partner shall be responsible to incorporate the same and

will not be required to enquire into the correctness or validity of the such details, contents of mandatory panel/ label, specifications provided by the Company.

2. The Partner shall indemnify and keep indemnified the Company and the End Client, its directors, officers and employees harmless from and against, claims, suits, actions and proceedings, liabilities, losses, damages, costs and expenses of any kind (including but not limited to reasonable attorney's fees) arising from the incorrect contents or specifications incorporated by the Partner leading to non-compliance with Legal Metrology Act, 2009, other applicable laws, and rules formed thereunder.

15. Intellectual Property Rights:

1. The Company or the End Client, as the case may be, shall at all times, retain and have sole and exclusive right and title to, ownership of, and interest in any intellectual property, specifications, information, documentation or data, including but not limited to any brand name or trademark, that is provided by the Company to the Partner for the purposes of supply of the Products under this Agreement and under each Purchase Order.
2. Subject to Clause 23, the Company on behalf of itself and the End Client hereby grants limited, non-exclusive and non-assignable right and license to use the Company's and/or End Client's name, logo and similar indicia on the Products and packaging thereof, solely for the purpose set out in this Agreement.
3. The Partner shall make prompt written disclosure to the Company of all ideas, inventions, information, improvements, derivatives, discoveries, writings, data, documents, notes, designs, drawings, other materials, and the like made or conceived, or actually or constructively developed, during the Term, whether solely or jointly with others, which refer to, or are suggested by, or result from the supply of the Products pursuant to this Agreement, or from any information provided by the Company or the End Client, and the foregoing shall be assigned to the Company.

Chemicals at your Fingertips

"For any inquiries, concerns, or clarifications, please do not hesitate to contact us at +91 9427916764 Our dedicated team is committed to providing prompt and personalized assistance to address your needs."