

CERTIFICATE OF DISTRIBUTORSHIP

This is to certify that M/s Vinworth Steel Pvt. Ltd., Ahmedabad, 502, Venus Benecia, Nr. Pakwan Dining Hall, Opp Rajpath Club, Ahmedabad – 380054 is our authorized Distributor for PYROTECH make Standard Enclosures and bare Panels for Gujarat State.

Valid till : 31ST July, 2023

For Pyrotech Electronics Pvt. Ltd



(Authorised Signatory)



Date: 29th July, 2020

Place : Udaipur (Raj)

DISTRIBUTOR AGREEMENT

This **DISTRIBUTOR AGREEMENT** (hereinafter referred to as the "AGREEMENT") is made and entered into at Udaipur on **29th day of July 2020**; BETWEEN

M/s PYROTECH ELECTRONICS PVT. LIMITED a company within the Companies Act, 2013, having its Registered Office at, E-329, Road N. 12, MIA, Madri, Udaipur - 313003, RAJASTHAN, India with CIN **U40109RJ1988PTC011556** acting through and only for its **Cabinets, Electrical LT SWITCHGEAR PANELS, ENCLOSURES & JUNCTION BOXES** (hereinafter referred to as "PYROTECH" which expression unless repugnant to the context or meaning thereof, shall mean and include its successors-in-interest and, assigns) of the One Part; and

M/s **Vinworth Steel Pvt. Ltd., Ahmedabad**, a company within the Companies Act, 2013, having its Registered Office at **Ahmadabad, 502, Venus Benecia, Nr. Pakwan Dining Hall, Opp Rajpath Club, Ahmedabad – 380054** (herein after referred to as "**Vinworth Steel Pvt. Ltd., Ahmedabad**") which expression unless repugnant to the context or meaning thereof, shall mean and include its successors-in-interest and, permitted assigns) of the Other Part.

PYROTECH and **Vinworth Steel Pvt. Ltd., Ahmedabad** shall wherever the context so requires be herein after individually referred to as a "Party" and collectively referred to as the "Parties".

RECITALS

1. PYROTECH is inter alia engaged in the business of PRODUCTS and services in electrical & automation sector.
2. PYROTECH is inter alia engaged in the business of fabricating, assembling and integrating low-voltage electrical panels & Enclosures.
3. **Vinworth Steel Pvt. Ltd** is desirous of providing the PRODUCTS Distributorship of above electrical panels & enclosures manufacturing in the brand name of PYROTECH, exclusively to PYROTECH, within the territory of GUJRAT in India and has approached PYROTECH for the said purpose;
4. For the above stated purpose, **Vinworth Steel Pvt. Ltd** has requested and PYROTECH has agreed to appoint **Vinworth Steel Pvt. Ltd** as its Distributor in accordance with the terms and conditions hereinafter appearing.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERE TO AS FOLLOWS:

1. DEFINITIONS

In this AGREEMENT the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:

- 1.1 "AGREEMENT" shall mean this FRANCHISE AGREEMENT and shall include any amendments to this AGREEMENT if any made in writing from time to time.
- 1.2 "COMPONENTS" shall mean ENCLOSURE components, its accessories as suggested or provided by PYROTECH .
- 1.3 "CONFIDENTIAL INFORMATION" shall mean all information exchanged between the Parties relating to this AGREEMENT.
- 1.4 "PRODUCTS" shall mean low voltage assembly of "PST" type (available versions of power control centres and power distribution boards) and associated systems. The Parties may mutually agree in writing to include other items at a later date.
- 1.5 "TERRITORY" shall mean geographical boundaries of '**GUJRAT**'. And any other part of India which may be mutually agreed, in writing, between the Parties to be included to the TERRITORY.

2. APPOINTMENT

- 2.1 PYROTECH hereby, on non-exclusive basis, appoints **Vinworth Steel Pvt. Ltd** as its Distributor to assemble and integrate the PRODUCTS under PYROTECH brand name and thereafter **Vinworth Steel Pvt. Ltd** shall promote market and sell the PRODUCTS exclusively for PYROTECH within the TERRITORY.
- 2.2 **Vinworth Steel Pvt. Ltd** hereby accepts its appointment as the Distributor of PYROTECH for **standard products** only.
- 2.3 **Vinworth Steel Pvt. Ltd** shall not offer, quote, sell or supply the PRODUCTS outside the TERRITORY without the prior written approval from PYROTECH.
- 2.4 It is explicitly understood, agreed and accepted by the Parties that PYROTECH reserves the right to appoint, at its sole discretion, any other person, party or corporate body as its franchisee or otherwise for selling, supplying, distributing or in any other way, directly or indirectly, dealing with the PRODUCTS within the TERRITORY.
- 2.5 Notwithstanding provisions hereof, PYROTECH reserves the right to sell the PRODUCTS directly to any person including for the tenders floated by the government where in PYROTECH opinion direct participation by it is desirable. In such event, any amount, if any, to be paid to **Vinworth Steel Pvt. Ltd** will be sole discretion of PYROTECH and in line with PYROTECH policies from time to time.
- 2.6 **Vinworth Steel Pvt. Ltd** will not approach Pyrotech Customers (as per attached list)

3. SCOPE OF AGREEMENT

- 3.1 PYROTECH hereby grants and awards to **Vinworth Steel Pvt. Ltd**, for the term set forth in this Agreement, and any renewal term, beginning on the date of this Agreement, the right and license, and **Vinworth Steel Pvt. Ltd** hereby undertakes the obligation, to operate its business within the TERRITORY and strictly in terms of this Agreement under PYROTECH 's Marks and such other marks as may be designated by PYROTECH .
- 3.2 **Vinworth Steel Pvt. Ltd** shall:
 - 3.2.1 Assemble, integrate, promote, market and sell the PRODUCTS to customers within the TERRITORY under PYROTECH 's brand name on the basis of the guidelines provided and drawings, designs and

specifications made available to **Vinworth Steel Pvt. Ltd** or furnished by PYROTECH ;

3.2.2 Assemble the COMPONENTS to the PRODUCTS manufactured by PYROTECH.

4. OBLIGATIONS OF PYROTECH

PYROTECH will provide:

- 4.1 support **Vinworth Steel Pvt. Ltd** in advertising, marketing and making sales proposal.
- 4.2 The COMPONENTS, at a mutually agreed price, required for fabricating and integrating the PRODUCTS.
- 4.3 Basic tendering and engineering drawing supports.
- 4.4 Additional licenses, AMC, training if required by **Vinworth Steel Pvt. Ltd** at a mutually agreed price.
- 4.5 Upon receiving a request from **Vinworth Steel Pvt. Ltd** with regard to the PRODUCTS, PYROTECH will:
 - 4.5.1 Answer expeditiously and promptly all technical and commercial queries rise by **Vinworth Steel Pvt. Ltd**.
 - 4.5.2 Provide reasonable quantities of PRODUCTS literature, pamphlets, brochures, catalogues, marketing and technical literature.
 - 4.5.3 Determine the prices of the supply of ENCLOSURE components, services towards software, license, etc. for the TERRITORY. The prices shall be reviewed periodically and accordingly intimated from time to time.
 - 4.5.4 Reserve the right to vary the price or list of PRODUCTS. Any such variation shall be informed to **Vinworth Steel Pvt. Ltd**.
 - 4.5.5 Reserve the right to make direct sales to the customers within the TERRITORY.
 - 4.5.6 Regularly review **Vinworth Steel Pvt. Ltd** sales activities and reports of distribution, sales, and marketing on monthly basis.

5. OBLIGATIONS OF **Vinworth Steel Pvt. Ltd**

Vinworth Steel Pvt. Ltd shall:

- 5.1 fabricate, integrate, assemble, promote, market and sell the PRODUCTS within the TERRITORY and shall not sell the PRODUCTS outside the TERRITORY without the prior written approval of PYROTECH.
- 5.2 complete the power control centres and power distribution boards, mounting of standard products (locally procured by **Vinworth Steel Pvt. Ltd., Ahmedabad** or supplied by PYROTECH), customer interface for fabricating, assembling, integrating of the PRODUCTS including seeking approval carrying out inspection, installation and commissioning of the PRODUCTS.
- 5.3 promptly pay the mutually agreed fees (including audit fees), charges, royalty to PYROTECH.
- 5.4 work efficiently for procuring items such as iron, copper, steel, aluminium etc. and also, for specially procured items from its suppliers viz. CTs, PTs and other electrical accessories etc.
- 5.5 work towards acceptance of PYROTECH switchgear to the best of its ability. **Vinworth Steel Pvt. Ltd** shall seek prior written approval from PYROTECH for procuring non-standard/non-PYROTECH components.
- 5.6 use all the PRODUCTS/services procured from PYROTECH for resale purpose only for meeting the specific requirements of the end user.
- 5.7 Bear all the costs of business transactions in the TERRITORY
- 5.8 Provide information to PYROTECH concerning the offers made for the projects in the TERRITORY.

- 5.9 Not quote for any tender without seeking prior written approval from PYROTECH or specific concurrence from designated regional head of PYROTECH such that **Vinworth Steel Pvt. Ltd** and PYROTECH put up a common face to customers and not a competing face.
 - 5.10 Act as a value added seller to PYROTECH.
 - 5.11 keep its bank account separate from its owner(s) / owners' representative's personal bank accounts.
 - 5.12 Ensure that COMPONENTS supplied for fabrication, integration and assembly of the PRODUCTS shall be used for that purpose only. **Vinworth Steel Pvt. Ltd** shall not use / copy the COMPONENTS / designs and / or any feature etc. for any other purpose.
 - 5.13 At its own cost, employ necessary personnel for fabrication, integration, assembly, promotion, marketing and sale of PRODUCTS. **Vinworth Steel Pvt. Ltd** shall not directly or indirectly or in partnership or association with third parties engage itself in business, which is same, similar or competing with the one under this AGREEMENT.
 - 5.14 Not sell, display or otherwise deal in any PRODUCTS which are in any way similar to the PRODUCTS sold by **Vinworth Steel Pvt. Ltd**.
 - 5.15 Not use PYROTECH's trade name, logo and/or trademark in any form, except in the form approved by PYROTECH in writing.
 - 5.16 keep PYROTECH informed of the latest business trends of the PRODUCTS, current market scenario, provide market survey report, competitors' activities including pricing, and provide all necessary assistance to PYROTECH to adopt best prices for the PRODUCTS.
 - 5.17 obtain necessary regulatory approvals required for sale of the PRODUCTS in the TERRITORY and comply with the local laws, customs, regulations and rules within the TERRITORY.
 - 5.18 resolve the complaints of the customers as expeditiously as possible about any of the PRODUCTS and notify PYROTECH accordingly.
 - 5.19 identify and develop customers for the PRODUCTS in the TERRITORY.
 - 5.20 advise PYROTECH of any events of which it may become aware and that may have an adverse or favourable effect related to the PRODUCTS.
 - 5.21 advise PYROTECH of relevant competitive information relating to the PRODUCTS within the TERRITORY.
 - 5.22 hold confidential all trade secrets, marketing strategies of PYROTECH and shall not during or after the term of this AGREEMENT, use any of PYROTECH's trade secrets or any part thereof for any purpose other than those specified in this AGREEMENT.
 - 5.23 Not sub-license/ sub-contract / sub-distribute without the written approval of PYROTECH.
 - 5.24 act in good faith and provide sales forecasts to PYROTECH.
 - 5.25 provide periodic market plans to PYROTECH.
 - 5.26 keep PYROTECH informed of any change of control or any proposed reorganization of the Franchise.
 - 5.27 submit monthly distribution, sales, and marketing reports.
 - 5.28 provide after sales service and PRODUCTS support under advice from PYROTECH.
 - 5.29 render such services in connection with the PRODUCTS as may be reasonably requested.
 - 5.30 comply with all the applicable laws including the packaging requirements under the Legal Metrology Act, 2009 and Rules made thereunder.
- 6. DISTRIBUTOR CHARGE**
- 6.1 **Vinworth Steel Pvt. Ltd** shall provide a deposit of Rs. : 2,00,000/- (Rupees Two Lakh only) to PYROTECH. (This refundable amount is to be paid in advance and shall be refundable after three years)
 - 6.2 The deposit shall be valid for the period of this AGREEMENT, i.e., Three (3) years, i.e., from **29th July, 2020 to 31st July, 2023**.

7. PAYMENT TERM

- 7.1 **Vinworth Steel Pvt. Ltd** shall pay to PYROTECH the fees and charges as more particularly detailed in ANNEXURE A – FEES & CHARGES besides all the applicable taxes (and cess are extra as applicable on that date) in terms of the AGREEMENT.
- 7.2 PYROTECH shall issue the invoice by 7th of every month for the services provided in preceding month. In case of any discrepancy found in an invoice, **Vinworth Steel Pvt. Ltd** shall inform PYROTECH in writing within seven (07) working days from its receipt of the invoice, failing which **Vinworth Steel Pvt. Ltd** shall be deemed to have accepted the invoice.
- 7.3 **Vinworth Steel Pvt. Ltd** shall make the payment subject to deduction of tax at source as per applicable laws within two (02) months of receiving the invoice. In case of any delay in payment, **Vinworth Steel Pvt. Ltd** shall pay an interest @2% per month on the outstanding amount from the date of invoice since it is paid.
- 7.4 If payment is made cash in advance then 3% discount will be given by Pyrotech.
- 7.5 TOD will be given @ 2% above 5 cr. And 3% above 7.5 cr.

8. TRAINING

- 8.1 PYROTECH shall provide fundamental training for usage of software and application of designs at the mutually agreed charges to the personnel of **Vinworth Steel Pvt. Ltd** at the premises of PYROTECH. **Vinworth Steel Pvt. Ltd** shall bear all the incidental expenses of training (including travel and lodging expenses) for **Vinworth Steel Pvt. Ltd** personnel.
- 8.2 All details of the training, such as time, duration and number of trainees for the training may be mutually discussed and agreed upon.

9. SUPPLY OF DOCUMENTATION

- 9.1 PYROTECH shall supply all the necessary technical support, configurator software etc. required for effective promotion of the PRODUCTS, including updates.
- 9.2 The documentation shall be in metric system and in English language.
- 9.3 All drawings, specifications and designs furnished by PYROTECH to **Vinworth Steel Pvt. Ltd** shall be treated as strictly confidential property of PYROTECH (herein after referred to as "DOCUMENTATION"). **Vinworth Steel Pvt. Ltd** shall not reproduce, disclose, transmit and/ or make copies, duplications, and/or furnish DOCUMENTATION to a third party without the prior written approval of PYROTECH.
- 9.4 **Vinworth Steel Pvt. Ltd** shall not use these DOCUMENTATION for any other purpose and which is beyond the scope of this AGREEMENT.
- 9.5 The Intellectual Property Rights (including copyrights, trademarks, designs, and patents) subsisting in all the DOCUMENTATION either prepared by or on behalf of PYROTECH shall always be vested in PYROTECH.

10. USE OF PYROTECH'S BRAND NAME

- 10.1 PYROTECH hereby expressly authorizes **Vinworth Steel Pvt. Ltd** to use PYROTECH 's trademarks/ logos/brand names ("PYROTECH Marks"), solely and exclusively for the purpose of fulfilling its obligations under the AGREEMENT and as may be specified by PYROTECH .

- 10.2 **Vinworth Steel Pvt. Ltd** agrees that by mere use of PYROTECH 's brand name as contemplated herein, it shall neither acquire nor claim to have acquired any right, interest or title to or in PYROTECH Mark(s).
- 10.3 **Vinworth Steel Pvt. Ltd** shall not permit / allow any third party to use PYROTECH 's brand name for any purpose whatsoever and on termination / expiration of the AGREEMENT **Vinworth Steel Pvt. Ltd** shall promptly cease the use of PYROTECH 's brand name.
- 10.4 **Vinworth Steel Pvt. Ltd** shall not use or permit the use of the name "PYROTECH " either as a part of its corporate name or the corporate name of its affiliates, associates and/or subsidiaries if any, or in the form of a logo or in combination with any other name or logo or in any manner whatsoever. **Vinworth Steel Pvt. Ltd** may, however, represent to its customers that it is duly authorized by PYROTECH to sell the PRODUCTS and service PYROTECH's PRODUCTS sold in the TERRITORY.
- 10.5 **Vinworth Steel Pvt. Ltd** clearly understands that the trademark/ logo/ brand of PYROTECH is a recognized mark world over identified and associated with Larsen & Toubro and is a carrier of goodwill and reputation of PYROTECH .
- 10.6 **Vinworth Steel Pvt. Ltd** is permitted by PYROTECH to use the said trademark/ logo/ brand only for the PRODUCTS herein stated. **Vinworth Steel Pvt. Ltd** shall not do anything that will prejudice the ownership of PYROTECH Mark(s). **Vinworth Steel Pvt. Ltd** shall use only such marking or the packing materials as already approved by PYROTECH.

11. INTELLECTUAL PROPERTY RIGHTS

- 11.1 Both PYROTECH and **Vinworth Steel Pvt. Ltd** acknowledges that all and any of PYROTECH and **Vinworth Steel Pvt. Ltd** Marks and all interest, title and rights in the intellectual property therein are, and shall continue to be solely and exclusively belonging to the respective companies. Neither **Vinworth Steel Pvt. Ltd** nor PYROTECH shall in any way question, dispute, alter, dilute, remove, conceal or infringe them or claim any right subsisting in the intellectual properties of the other Party.
- 11.2 **Vinworth Steel Pvt. Ltd** shall not by virtue of the use of intellectual property i.e. trademarks / trade names and copyright of PYROTECH under this AGREEMENT claim to acquire any rights in the intellectual property trademarks, trade names and copyright of PYROTECH . PYROTECH on its part will also not claim to acquire any rights in the intellectual properties of **Vinworth Steel Pvt. Ltd**.
- 11.3 **Vinworth Steel Pvt. Ltd** shall immediately report to PYROTECH , in writing, any apparent infringement of the intellectual property rights of PYROTECH . PYROTECH has the sole right to determine what action if any should be taken in respect of any infringement and both the Parties fully and whole-heartedly agree that they shall co-operate each other for bringing any action against the infringing party.
- 11.4 **Vinworth Steel Pvt. Ltd** shall not register directly or indirectly any trademark, trade name, logo or any other intellectual property of PYROTECH in its name.
- 11.5 In the event of termination or expiry of this AGREEMENT, any approval or authorization previously granted to **Vinworth Steel Pvt. Ltd** for the use of PYROTECH 's intellectual property rights, in whole or in part, shall automatically terminate.
- 11.6 **Vinworth Steel Pvt. Ltd** shall thereupon immediately return as requested by PYROTECH , any such trademark, trade name, logo or any other intellectual property of PYROTECH , from all places where used by **Vinworth Steel Pvt. Ltd**, and shall totally discontinue all use thereof.

- 11.7 If, upon termination of this AGREEMENT, **Vinworth Steel Pvt. Ltd** delays beyond one (01) month or refuses to comply with the provisions of this clause, **Vinworth Steel Pvt. Ltd** shall indemnify and hold PYROTECH harmless from any action including damages caused thereby, including legal fees and expenses incurred.

12. CONFIDENTIALITY

- 12.1 This AGREEMENT and association between PYROTECH and **Vinworth Steel Pvt. Ltd** there under, and the terms set out in this AGREEMENT are considered by **Vinworth Steel Pvt. Ltd** and PYROTECH to be strictly confidential in nature. PYROTECH and **Vinworth Steel Pvt. Ltd** agree and undertake to treat this AGREEMENT as confidential information and will not make public disclosure, communication or announcement regarding this AGREEMENT without prior written consent of the other party.
- 12.2 For purpose of this clause, Confidential Information shall mean all information disclosed by PYROTECH to **Vinworth Steel Pvt. Ltd** or **Vinworth Steel Pvt. Ltd** to PYROTECH and which relates to the PRODUCTS or to the past, present or future business activities of PYROTECH or **Vinworth Steel Pvt. Ltd** (as the case may be) and their respective associated companies included but not limited to prices, forecast or any other information contained in schedules.
- 12.3 **Vinworth Steel Pvt. Ltd** and PYROTECH as recipients of such information agree to treat such information strictly confidential and shall not divulge the confidential information directly or indirectly to any other person, firm, corporation, association or entity unless required by law or any other competent government authority, so to do. Recipient party agrees not to copy, publish or otherwise disclose in whole or in part to others any confidential information and not to use any confidential information for any purpose other than as may be required for performing its obligations for which it is expressly intended by disclosing party.
- 12.4 The confidentiality obligations hereunder shall survive the termination of the AGREEMENT and shall continue to be perpetually binding on both the Parties even after the termination / expiration of the AGREEMENT. PYROTECH will, upon request of **Vinworth Steel Pvt. Ltd**, during the term of this AGREEMENT, provide **Vinworth Steel Pvt. Ltd** with CONFIDENTIAL INFORMATION relating to the PRODUCTS provided that any CONFIDENTIAL INFORMATION or know-how disclosed remains the absolute property of PYROTECH and **Vinworth Steel Pvt. Ltd** shall not use it in any other way except for the purpose of this AGREEMENT.

13. WARRANTY

- 13.1 **Vinworth Steel Pvt. Ltd** warrants that the PRODUCTS covered under this AGREEMENT shall be fully tested for functional utility, and be of merchantable quality and fulfil the purposes for which they are meant to be put to use.
- 13.2 **Vinworth Steel Pvt. Ltd** warrants that the PRODUCTS covered by this AGREEMENT shall not infringe the design, copyright, trademark, patent or any other intellectual property rights of any other person.
- 13.3 In case, PYROTECH and any of its customers faces any action including for infringement of any intellectual property rights, **Vinworth Steel Pvt. Ltd** shall, at all times, hold PYROTECH and the customers harmless and indemnified.
- 13.4 **Vinworth Steel Pvt. Ltd** warrants that the PRODUCTS shall be new and free from all defects/ faults in design, material, workmanship and handling and shall be of the highest grade/ quality in full conformity with the design,

drawings, specification and any other conditions stipulated in the orders as well as guidelines furnished by PYROTECH to **Vinworth Steel Pvt. Ltd.**

13.5 **Vinworth Steel Pvt. Ltd** warrants that the PRODUCTS shall meet all the requirements of, and be in conformity with all the applicable laws, rules, regulations and ordinances.

13.6 In case the PRODUCTS fabricated/ assembled/ integrated are not in compliance with the said designs, drawings and specifications, PYROTECH shall be solely held liable and shall further indemnify PYROTECH for any losses suffered in this regard.

14. INDEMNIFICATION

14.1 **Vinworth Steel Pvt. Ltd** shall indemnify and keep indemnified PYROTECH and its directors, officers, employees, agents and representatives from all damages, claims, costs, losses and liabilities including legal expenses arising out of:

14.1.1 any third party or customer claim for personal injury or property damage arising solely from PRODUCTS that do not adhere to the warranty set forth in clause hereof during a PRODUCT's applicable warranty period;

14.1.2 the gross negligence or wilful misconduct of **Vinworth Steel Pvt. Ltd** or any of its representatives;

14.1.3 any third-party claim arising solely out of the breach by **Vinworth Steel Pvt. Ltd** or any of its representatives, of any warranty, covenant, agreement or other material obligation contained in this AGREEMENT; and/or

14.1.4 use of the brand label of PYROTECH by **Vinworth Steel Pvt. Ltd** other than for the purpose of this AGREEMENT.

15. CONSEQUENTIAL DAMAGES

15.1 In no event, whether as a result of breach of contract, tort, strict liability or otherwise, shall either Party be liable to the other Party for any incidental, indirect, consequential, special or punitive damages, loss of profits, or exemplary damages of any kind.

16. TERM AND TERMINATION

16.1 This AGREEMENT becomes effective from the date of signing and will remain in force for a period of three (3) years, i.e., from 29 July, 2020 to 31st July, 2023. Thereafter, the term of the AGREEMENT shall be automatically extended, subject to payment of non-refundable Annual Renewal License Fee (as detailed in Annexure A), for a further period of one year at a time unless either Party terminates the AGREEMENT by serving on the other Party a three (03) months' prior written notice of its intention to terminate the AGREEMENT.

16.2 This AGREEMENT may be terminated without any reason/ cause by either Party by giving three (03) months' written notice to the other Party.

16.3 Without prejudice to any right or remedy of PYROTECH, PYROTECH may terminate (or at the option of PYROTECH, renegotiate) this AGREEMENT before the expiry date by giving one (01) month prior written notice to **Vinworth Steel Pvt. Ltd:**

16.3.1 if the **Vinworth Steel Pvt. Ltd** attempts to transfer or materially change any of the rights or responsibilities hereby granted or if there is a material change or transfer in the control or ownership either whole or an important part of the business relating to the PRODUCTS to a third party (except its affiliate or group companies) of **Vinworth**

- Steel Pvt. Ltd**, regardless of whether such control or ownership is changed or transferred in one transaction or in a series of transactions;
- 16.3.2 makes an assignment for the benefit of creditors; or is the subject of any voluntary or involuntary case under the applicable law regarding bankruptcy, insolvency, reorganization, adjustment of debt or other form of relief for debtors in any jurisdiction; or has a receiver, trustee, liquidator appointed for it; or for any substantial part of its property, is the subject of dissolution or liquidation proceedings; or is consolidated or merged by a third party except reorganization with a group company;
- 16.3.3 discontinues the business relating to the PRODUCTS for any reason;
- 16.3.4 is unlikely to fulfil its obligations under this AGREEMENT because of significant changes of its assets, credit or business positions.
- 16.4 Without prejudice to any right or remedy of PYROTECH , this AGREEMENT may be immediately terminated by PYROTECH with a written notice:
- 16.4.1 In case **Vinworth Steel Pvt. Ltd** fails to rectify any breach / failure under this AGREEMENT within one (01) month of receiving the written notification of such breach / failure, PYROTECH shall be entitled to terminate this AGREEMENT forthwith by notice in writing to **Vinworth Steel Pvt. Ltd** in respect to the notified breach / failure by **Vinworth Steel Pvt. Ltd**;
- 16.4.2 If there is failure of PRODUCTS to conform exactly to the specifications and any samples provided by PYROTECH and accepted by **Vinworth Steel Pvt. Ltd** and to the quality standards and specifications of PYROTECH and of materials specified and approved by PYROTECH , upon the same being not rectified within one (01) month from the date of receipt of notice from PYROTECH ; or
- 16.4.3 If there is any serious, recurring or persistent breach by **Vinworth Steel Pvt. Ltd** of any of the terms pertaining to fabrication/ assembly/ integration and / or delivery or PRODUCTS.
- 16.5 Upon termination of this AGREEMENT for whatsoever reason:
- 16.5.1 All unexecuted, pending and outstanding orders placed by PYROTECH with **Vinworth Steel Pvt. Ltd** prior to termination date shall be performed by **Vinworth Steel Pvt. Ltd** promptly and within the timelines as PYROTECH may direct and for that purpose only. The terms of this AGREEMENT shall remain in full force and effect for so long as any outstanding order remains to be performed by **Vinworth Steel Pvt. Ltd**;
- 16.5.2 During the termination period, every month, **Vinworth Steel Pvt. Ltd** shall supply the PRODUCTS of PYROTECH.
- 16.5.3 Thereafter, **Vinworth Steel Pvt. Ltd** shall refrain, for all purposes, from representing itself as a manufacturer or supplier of the PRODUCTS to PYROTECH;
- 16.5.4 **Vinworth Steel Pvt. Ltd** shall make payment to all the goods which are in the process of fabrication/ assembly/ integration /supply prior to the termination date and for all the goods which are supplied & unpaid as on that date.
- 16.6 On termination of this AGREEMENT, **Vinworth Steel Pvt. Ltd** shall forthwith stop using PYROTECH brand / logo/ trademark or any product and shall destroy all packing materials with PYROTECH brand / logo/ trademark at its own cost and refrain from representing itself as manufacturer or supplier of the PRODUCTS to PYROTECH .

16.7 CONSEQUENCES OF TERMINATION

- 16.7.1 Termination of this AGREEMENT for any reason(s) whatsoever shall not relieve either Party from its obligations to perform in accordance

with the terms and conditions of this AGREEMENT pursuant to any orders received and accepted by **Vinworth Steel Pvt. Ltd** prior to the effective date of such termination.

16.7.2 On the expiry of this AGREEMENT or in the event of sooner determination of this AGREEMENT, **Vinworth Steel Pvt. Ltd** shall forthwith surrender to PYROTECH all samples, drawings, plans, design, specifications, technical know-how, data other documents, patterns, demonstration models, catalogues, lists of customers, price lists, sales literature, brochures, PRODUCTS literature, pamphlets, PYROTECH 's trademarks, trade names, logos, technical know-how, CONFIDENTIAL INFORMATION or any intellectual property rights and other publicity materials supplied to **Vinworth Steel Pvt. Ltd** by or on behalf of PYROTECH or prepared by **Vinworth Steel Pvt. Ltd** solely for the performance of its obligations under this AGREEMENT.

16.7.3 On termination / expiry of this AGREEMENT, **Vinworth Steel Pvt. Ltd** shall not use the similar drawings, specifications, designs for in fabricating/ assembling/ integrating/ manufacturing the products for other customers.

16.7.4 In case of termination or expiry of this AGREEMENT, **Vinworth Steel Pvt. Ltd** shall be liable to immediately pay all pending dues to PYROTECH.

17. PRODUCT RECALL, FIELD RETROFIT, PRODUCT LIABILITY AND INSURANCE

- 17.1 Any problem or defect in fabrication/ assembly/ integration of the PRODUCT(s) without meeting safety or regulatory compliance of any nature may result in product recall and field retrofit. Any such action shall be initiated by PYROTECH only after acceptance of such action by **Vinworth Steel Pvt. Ltd** depending on customer's notification. The cost for such product recall and field retrofit shall be borne solely by **Vinworth Steel Pvt. Ltd** shall provide the details of its product recall procedures along with the copies of applicable insurance policies.
- 17.2 In the event **Vinworth Steel Pvt. Ltd** and PYROTECH jointly determines that the performance or condition of any PRODUCT(s) is unsatisfactory so as to reasonably cause significant concern for commercial and/or legal liability, PYROTECH will, upon notice to this effect from **Vinworth Steel Pvt. Ltd**, discontinue all shipments of such PRODUCT(s) for that reasonable period of time necessary, but in no case, later than one (01) month, for **Vinworth Steel Pvt. Ltd** to resolve the problem. In the event such a product recall or field retrofit or replacement is necessary due to a non-conformance in the quality or fabrication/ assembly/ integration of the PRODUCT(s) by **Vinworth Steel Pvt. Ltd**, PYROTECH will be promptly advised of any remedial actions contemplated to be taken by **Vinworth Steel Pvt. Ltd** and PYROTECH shall have the right in that decision-making process.
- 17.3 During the term of this AGREEMENT and subsistence of warranty period for the PRODUCTS and upon receiving the first purchase order from PYROTECH, **Vinworth Steel Pvt. Ltd** undertakes to take and maintain a comprehensive general liability insurance, including for product liability coverage, for ₹1,00,00,000/- (Rupees One Crore only) per annum and the maximum amount per incident shall be ₹25,00,000/- (Rupees Twenty Five Lakhs only).
- 17.4 **Vinworth Steel Pvt. Ltd** shall provide the copies of the policy for comprehensive general liability insurance, its premium receipt and a

certificate issued by its insurer(s) to confirm that the above undertaking has been complied with.

18. EXCLUSIVITY

- 18.1 The Parties undertake that, during the term of this AGREEMENT, **Vinworth Steel Pvt. Ltd** shall not simultaneously enter into / carry out any negotiations with the intention to enter into any arrangement/ agreement with any third party with respect to any transaction of similar nature as decided by the Parties under this AGREEMENT without the prior written approval of PYROTECH .

19. MISCELLANEOUS

- 19.1 In the event of any inconsistency between the provisions of Order and this AGREEMENT, the terms of the definitive Order will prevail over the AGREEMENT.
- 19.2 This AGREEMENT prohibits **Vinworth Steel Pvt. Ltd** assigning/sub-contracting any part of the PRODUCTS being fabricated/ assembled/ integrated under this AGREEMENT, without prior written permission from PYROTECH .
- 19.3 PYROTECH shall not assign its rights or obligations under this AGREEMENT to any third party without the prior written consent of **Vinworth Steel Pvt. Ltd**.
- 19.4 In the event of change in the ownership control occurs in respect of any Party; such Party, shall not be released from any obligation on its part to be performed under this AGREEMENT, that accrued prior the date of such change in ownership.
- 19.5 This AGREEMENT does not in any respect make the either Party an agent or a partner of the other Party, or authorize the either Party to transact any business in the name of, or to occur any obligation or liability for or on behalf of the Other Party.
- 19.6 Failure of either Party at any time to require performance of any provision of this AGREEMENT shall not affect the right to require full performance thereof at any time thereafter and the waiver by either Party of a breach of any provision shall not be taken or held to be a waiver of any subsequent breach thereof or as nullifying the effectiveness of such provision.

20. GENERAL

- 20.1 **NO CONFLICTS:** Each Party represents and warrants that its actions with respect to this AGREEMENT do not conflict with any of its prior obligations to any party.
- 20.2 **NOTICES:** Any notice hereunder shall be deemed to be sufficiently given and any delivery hereunder deemed made when delivered in person or sent by registered/ certified mail or courier addressed to the other Party at the addresses stated above, or at such changed address as either Party shall have specified by written notice.
- 20.3 **SEVERABILITY:** If any part, term or provision of this AGREEMENT not being of a fundamental nature, is held illegal or unenforceable, the validity or enforceability of the remainder of this AGREEMENT shall not be affected if such part, term or provision is severable from the rest of this AGREEMENT without altering the essence of this AGREEMENT. If such part, term or provision is not so severable, then the Parties shall negotiate in good faith in order to agree to the terms of a mutually satisfactory provision, achieving as nearly as possible the same commercial effect, to be substituted for the provision so found to be invalid, illegal or unenforceable.

- 20.4 **NON-SOLICITATION:** During the term of this AGREEMENT, the Parties agree that they shall not hire, solicit or attempt to solicit for themselves or any third party, directly or indirectly, the services of any employee or subcontractor of the other Party, who is a beneficiary of the services of the other Party, however, nothing in this section shall prohibit the use of a general solicitation in a publication or by other means.
- 20.5 **INSPECTION:** PYROTECH shall be entitled to visit the premises **Vinworth Steel Pvt. Ltd**, with prior notice and during normal business hours, to review/ audit whether **Vinworth Steel Pvt. Ltd** is carrying out its obligations in terms of this AGREEMENT.
- 20.6 **FORCE MAJEURE:** Neither party will be in default nor liable for any delay or failure to comply with this Agreement due to: strikes or other labor disputes; prevention or prohibition by law; an Act of God; insurrection, war, act of terrorism, civil disturbance or any other irresistible force or other cause beyond the reasonable control of the affected Party, provided such Party immediately notifies the other Party.
- 20.7 **COMPLIANCE WITH LAWS:** The Parties shall perform their obligations under this AGREEMENT in strict compliance with all the laws, rules, regulations, notifications and guidelines as may be applicable to them from time to time.
- 20.8 **RECIPROCITY:** All undertakings with respect to confidentiality and consequences of its breach shall apply to either Party of this AGREEMENT in a similar manner.
- 20.9 **ARBITRATION:** Any dispute between the Parties arising out of or in connection with this AGREEMENT shall be resolved amicably by mutual discussions, between the authorized officers/ personnel's of the Parties, within 15 (fifteen) days thereof, failing which such dispute shall be resolved within the next one (01) month by reference of the dispute for resolution to the Sole Arbitrator mutually appointed in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. The seat/place of arbitration will be Mumbai, India and the language will be English. The award by the Arbitrator shall be final and binding on the Parties.
Notwithstanding anything contained hereinabove, Parties reserve the right to approach the competent courts of law prior to Arbitration, provided, there is breach or apprehended breach of Intellectual Property Rights of either Party. The application of a Party to a court or competent authority for such measures or the implementation of any such measures ordered by the court/ arbitrator shall not be deemed to be a waiver of the arbitration agreement.
- 20.10 **ENTIRE AGREEMENT:** This AGREEMENT sets forth the entire understanding and agreement between the Parties with respect to the subject matter hereof and supersedes and cancels all earlier discussions and negotiations of understandings, agreements, written or oral, express or implied, between them. No amendment of this AGREEMENT shall be effective unless written and signed by a duly authorized representative of each Party.
- 20.11 **HEADINGS:** The headings herein are given for convenience only and shall not be deemed to be part of the AGREEMENT or to govern and affect the meaning of any term.
- 20.12 **WAIVER:** This AGREEMENT shall be binding upon and ensure to the benefit of the Parties and their respective successors and assigns. The waiver or failure of either Party to exercise in any respect any right provided for in this AGREEMENT shall not be deemed to be a waiver of any further right under this AGREEMENT.

20.13 **SIGNATORY:** Each Party represents and warrants that its respective signatory to this AGREEMENT is duly authorized to execute the same in a manner binding upon the Party and that all approvals and procedures necessary for vesting such authority in its signatory have been duly obtained and complied with.

20.14 **COUNTERPARTS:** This AGREEMENT is executed in two counter parts, one each to be retained by PYROTECH and **Vinworth Steel Pvt. Ltd., Ahmedabad**, and both counterparts shall be deemed to be the originals.

IN WITNESS WHEREOF, the Parties hereto, through their duly authorized representatives, have signed this AGREEMENT, which is finally executed in duplicate, on the day and year first herein above written.

PYROTECH ELECTRONICS PVT. LTD.

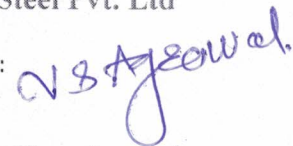
Signature : 

Name : P.S. Talesara

Designation : Managing Director



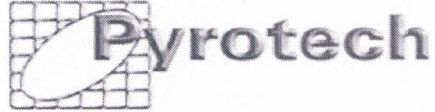
Vinworth Steel Pvt. Ltd

Signature : 

Name : Vinay Agrawal

Designation : Managing Director

S. No.	Customer
1	Arvind Envisol Limited AHMEDABAD
2	L&T HOWDEN PVT. LTD. SURAT
3	GE T&D India Limited VADODARA
4	Larsen & Toubro Ltd. VADODARA
5	TBEA ENERGY (INDIA) PVT. LTD. VADODARA
6	KHS Machinery Pvt. Ltd. AHMEDABAD
7	Adani Wilmar Ltd KUTCH
8	ARS Traffic & Transport Technology (I) Pvt. Ltd SURAT
9	Dresser Rand India Private Limited AHMEDABAD
10	ELECON ENGINEERING COMPANY LIMITED ANAND
11	Amnex Infotechnologies Private Limited AHMEDABAD
12	PRATIBHA ENGINEERING SERVICES VADODARA
13	Sai Applied Technologies Pvt. Ltd. VADODARA
14	Masibus Automation and Instrumentation (P) Ltd. GANDHI NAGAR
15	IRIS Automation Pvt. Ltd. GANDHI NAGAR
16	Axis Solutions Pvt. Ltd. AHMEDABAD
17	MBH PUMPS (GUJ.) PVT LTD AHMEDABAD
18	Advanced Systek Pvt. Ltd. VADODARA
19	SIEMENS LIMITED AHMEDABAD
20	Lotus Instruments Solutions Pvt. Ltd. AHMEDABAD
21	Gujarat Credo Alumina Chemicals Pvt Ltd. KUTCH
22	Adani Wilmar Ltd MEHSANA
23	Hi-Mak Pvt. Ltd. VADODARA
24	CSE SOLUTIONS PRIVATE LIMITED AHMEDABAD
25	Electronic Systems VADODARA
26	Electronic Instrumentation & Control Pvt. Ltd. AHMEDABAD
27	Indian Electric Corporation AHMEDABAD
28	Velox Automation Pvt. Ltd. SURAT
29	Adaptive Engineering Pvt. Ltd AHMEDABAD
30	Servilink System Limited BARODA
31	Adani Wilmar Limited SURAT
32	Speed O Controls Pvt Ltd VATWA
33	Bosch Rexroth India Pvt. Ltd. AHMEDABAD
34	ACS Engineers AHMEDABAD
35	Electronic Systems BARODA BARODA
36	Shivanjali Electricals Pvt.Ltd. BARODA



STANDARD SIZES OF SMALL ENCLOSURE - Price List

CRCA WELDED 1.6 MM THICK, GLAND PLATE- 2 MM THICK

M/s Vinworth Steel Pvt. Ltd., Ahmedabad

PRODUCT PART NO.	H X WX D	JB PRICE (Rs)/ Pcs.	JB PRICE (Rs) With canopy/ Pcs.
080MS01	300 x 200 x 120	1540	1800
080MS02	300 x 200 x 155	1840	2120
080MS03	300 x 300 x 210	2210	2590
080MS04	300 x 380 x 155	2150	2520
080MS05	300 x 380 x 210	2375	2805
080MS06	380 x 380 x 210	2570	3000
080MS07	380 x 300 x 210	2290	2670
080MS08	380 x 600 x 210	3450	4010
080MS09	380 x 600 x 350	5080	5840
080MS10	400 x 300 x 210	2315	2695
080MS11	500 x 400 x 210	3180	3620
080MS12	500 x 500 x 210	3600	4100
080MS13	500 x 500 x 300	4590	5200
080MS14	600 x 380 x 210	3635	4065
080MS15	600 x 380 x 350	4815	5375
080MS16	600 x 600 x 210	5010	5570
080MS17	600 x 600 x 350	5380	6140
080MS18	760 x 600 x 210	5400	5960
080MS19	760 x 600 x 350	6260	7020
080MS20	760 x 760 x 210	6450	7100
080MS21	760 x 760 x 300	6980	7790
080MS22	1000 x 800 x 300	8780	9620
080MS23	760 x 1000 x 210	9830	10620
080MS24	760 x 1000 x 300	10310	11310
080MS25	1000 x 800 x 300	8820	9660

Note :-

Prices Ex-Work, Udaipur

Delivery : 6 to 10 Days.

Payment term - 60 days PDC

Discount 20%

HSN No. - For Bare Enclosure/Cabinet – 85381010

Price Validity : 31-12-2020

Minimum order value = 1.00 Lacs (After discount)