



CAPEX

Kerala State Cashew Workers Apex Industrial Co-operative Society Ltd.

PB. No. 262, Industrial Development Plot

H and C Compound, Mundakkal West

Kollam

Phone: 04742742499

Mobile: 9446547153

Email: cashewcapex@rediffmail.com

Website: cashewcapex.com

Fees :: Rs. 50 /-

Application Form for DEALERS / FRANCHISEE

[Common for Dealers and Franchisee]

General Information:

Name: _____

Company Name: _____

Address: _____

City: _____ State: _____

Pin code: _____

Phone: _____ Mobile: _____

Email: _____

Website: _____

Company Information:

Basic information about your business:

LST/CST No. (if any)

PAN No./GIR No.

Reg no: / Shop no:

A. Proprietor:

Person handling day to day operations:

B. SHOWROOM

Location:

Size / Area:

GODOWN / WAREHOUSE FACILITIES

Location:

How far this is from City Centre / Main Market:

Size / Area (Sq. meters):

Do you have any vehicle to supply the material to Retailers :

Yes / No - Make:

Do you have any vehicle to lift the products from CAPEX to your Showroom:

Yes / No - Make:

Presently dealing in any competitors product (s): Yes / No

If yes, provide following details?

1. Year of start of operation of competitor product (year):

2. Competitor's name (s):

3. In case of acceptance of our proposal, what would you propose to do with your existing competitor product?:

Details of the proposed site/showroom (layout and location of the site may be indicated in case the site is already in possession)

(a) Site address: Showroom:

(b) Area - Showroom:

(c) Category of showroom

Market Place
Commercial Complex
Office Block
Residential Area

(d) Ownership Category

Owned / Rented

(e) Possession

Already in possession
Possession can be taken within _____ days

Time required to start the full fledged dealer operation from the date of signing the agreement:

(Minimum Time = One month)
(Expected Time = Two months)
(Maximum time = Three months)

Describe which product lines you currently sell

Company legal Status: () Partnership () Sole Proprietorship () others

Year Established: _____ Annual Sales: _____ No. of Sales Persons: _____

Estimated monthly purchase from CAPEX: _____
[In qty or in value]

Products Interested:

Choose the product lines you want, to become a dealer of CAPEX:

- () Plain Cashews
- () Roasted Cashews
- () Roasted and Salted Cashews
- () Flavoured and Roasted Cashews.

Note:

CAPEX requires a signed copy of your Sales tax certificate.
This form must be completed and on file with CAPEX prior to an initial order..
Agreement ,In consideration of the mutual covenants and agreements herein
contained, the parties do hereby agree as follows:

1. Appointment of Authorized Franchisee / Dealer:

CAPEX is happy to appoint you as our authorized Dealer /Franchisee for the sale and distribution of various types of Cashew products supplied by CAPEX.

Dealer and Franchisee has the right to appoint Subdealers / retailers / distributors with in the territory.

The Dealer /Franchisee agrees that all items purchased shall be sold either directly or through any retailer or sub dealers or distributors authorised and appointed by the Franchisee / Dealer if necessary within Franchisee's / Dealer's authorized Territory. Franchisee / Dealer is not authorized to sell or appoint products of CAPEX outside the Franchisee's / Dealer's authorized Territory. Violation of this provision shall constitute cause for immediate termination of this agreement.

The Dealers has to make a one time security Deposit of Rs..... /- prior to the purchase.

The Franchisee has to make a one time security Deposit of Rs..... /- prior to the purchase.

Payment has to be made by the Franchisee / Dealer in advance or at the time of purchase against the quantity of the purchases done each time from CAPEX.

Despatches will be effected after the remittance of the payment at CAPEX either by D.D / cash / at par cheques along with the formal purchase order.

CAPEX will be supporting all dealers /Franchisees by way of effective advertisements through Visual and Printing medias and also by putting up Hoardings where ever necessary.

Prices ::

Prices of each items supplied by CAPEX will be revised or regulated by CAPEX with prior intimation ,based on the Market evaluation done from time to time.

Franchisee / Dealers should not sell the products of CAPEX above the M.R.P rates printed on the Packs.

1. Franchisee / Dealer shall faithfully make all efforts to promote and encourage the sale and promotion of the products in their Territory. In particular, Franchisee / Dealer may establish and maintain an adequate number of competent, trained sales personnel and maintain an adequate inventory of CAPEX's products and assure maximum sales .

2. CAPEX will forward all leads to the Franchisee / Dealers in their territory.

3 Dealer shall not use the words CAPEX as part of its corporate or other business name. But Franchisees can use the words CAPEX as part of its corporate in the sales counter or shop.

4.Dealer / Franchisee may however identify self as a master dealer of CAPEX in their Territory.

5.Uniform standards of quality of service and of appearance be maintained. Therefore Franchisee / Dealer agrees to maintain and operate its business in accordance with all State and Local laws.

6.Dealer acknowledges that this Agreement does not create any relationship between the parties of an employment, partnership or joint venture nature. Dealer is not the legal agent of CAPEX, and this Agreement does not authorize Dealer to transact business in the name of, for, or on account of CAPEX nor to assume or create any obligations or responsibilities binding CAPEX in any way.

Additional Responsibilities of Dealer:

Advertising: Dealer agrees to conspicuously display CAPEX's products on Dealer's premises, generate interest, leads and sales. Sales and promotional expenses incurred by the Dealer will be at the expense of and will be borne by Dealer.

Customer Complaints: Dealer / Franchisee will handle customer's complaints with a view to protect the goodwill of CAPEX . Complaints received by Franchisee / Dealer, which cannot be readily remedied, must be promptly reported to CAPEX well in time.

Termination and Default::

1. CAPEX or dealer may terminate this Agreement upon ninety (90) days written notice from either side.
2. Termination in either case under this Agreement shall not release either party from the payment of any sums they owe to each other.
3. In the event of termination of this Agreement, Franchisee / Dealer shall immediately discontinue using the words "CAPEX" or any other trade name or trademark of CAPEX . Franchisee / Dealer shall also remove all signs from his place of business, letterheads, business cards, advertising, telephone listing, etc. which might indicate or imply that Franchisee /Dealer is an authorized Franchisee /dealer of CAPEX.
4. Franchisee / Dealer shall also return all printed matter, engineering data, catalogs, manuals, and price lists furnished to Franchisee / Dealer by CAPEX.

Entire Agreement ::

This Agreement supersedes all previous agreements between the parties regarding the marketing, sale, and servicing of CAPEX's Products. This Agreement may only be modified in writing by both parties upon their written acceptance of such modifications.

Severability::

Each section/paragraph of this Agreement shall be considered severable, and if, for any reason, any section or paragraph, term or provision herein is determined to be invalid or in conflict with any existing or future law or regulation, such shall not impair the operation or affect the remaining sections or paragraphs, terms or provisions of this Agreement.

Governing Law::

All disputes are subject to the jurisdiction of court of Law .

Caveat ::

The success of the business venture contemplated to be undertaken by Franchisee / Dealer by virtue of this Agreement is speculative and depends, to a large extent, upon the ability of Franchisee / dealer as an independent business, as well as other factors. CAPEX does not make any representation or warranty as to the potential success of the business venture contemplated thereby.

Terms and Conditions:

1. Your company will be one of the Franchisee / dealers in your region for stocking and selling the products that CAPEX are dealing with.
2. CAPEX reserves the right to make price changes at any time with prior notice.
3. Replacement in case of damages or loss will be supplied at additional cost.
5. The Franchisee / dealer prices must be kept confidential. CAPEX reserves the right to terminate its relationship with any franchisee / dealer in violation of the pricing policy.
6. All payments shall be made through cheque (subject to realization) or Demand Draft for the total amount should be paid along with the order .

7. All the products purchased from CAPEX should not be sold above the Maximum Retail Price .

As Owner/Partner/Manager, I acknowledge to have read and understood the policies and procedures of CAPEX and agree to abide by all terms and conditions of sale.

DECLARATION ::

I,
.....
.....on behalf of ...
..... having gone through the terms and conditions of the Dealer ship agreement for selling CAPEX's products and agree to abide by the same in case the Dealership is awarded to me/our firm/company.

Name of Applicant:

Signature of Applicant:

Date:

For Franchisee alone:

Name of the Bank with address and contact number(s).

Present activity with details, and the names of the organizations for which the applicant is acting as

Franchisee/wholesaler/franchisee etc.

Have you more than one Franchiseeship/ Franchiseeship? If yes, give details

Details of the proposed site/showroom (layout and location of the site may be indicated in case the site is already in possession)

(a) Site address: Showroom:

(b) Area - Showroom:

(c) Category of showroom

Market Place
Commercial Complex
Office Block
Residential Area

(d) Ownership Category

Owned / Rented

(e) Possession

Already in possession
Possession can be taken within _____ days

Time required to start the full fledged dealer operation from the date of signing the agreement:

(Minimum Time =One month)

(Expected Time = Two months)

(Maximum time = Three months)

DECLARATION

I,

.....
..... on behalf of ...

..... having gone through the terms and conditions of the Franchisee agreement for selling CAPEX's products and agree to abide by the same in case the Franchiseeship is awarded to me/our firm/company.

Name of Franchisee:

Signature of Franchisee :

Date: