# APPLICATION FOR APPOINTING INDIAN REPRESENTATIVE AGREEMENT FOR IMPORT/EXPORT/ PESO APPROVAL

|  |  |  |  |
| --- | --- | --- | --- |
| COMPANY PARTICULARS | | | |
|  |  | | |
| Company Name |  | | |
| Address |  | | |
| Contact Person |  | Product Safety Contact |  |
| Phone Number |  | Emergency Phone # |  |
| E-mail |  | Website |  |
| Type of Company | Proprietorship  Partnership  Private Limited  Public Limited  Other | | |
| Manufacturing Locations |  | | |

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| PRODUCT PARTICULARS | | | | | | | |
|  | |  | |  | |  | |
| Which products you would like place in Indian Market? (List all for which you would like Trio to be your Indian Representative with model numbers in parenthesis) | | | |  | | | |
| Are these products Safety Certified? | | | | YES  NO | | | |
| When do you expect to place it in Indian Market? | | | |  | | | |
| Does your product have an EOL date fixed? | | | | YES  NO If YES, Date | | | |
| Do you want us to get these products certified by Indian Conformity body? | | | | YES  NO | | | |
|  | | | |  | | | |
| DECLARATION | | | |  | | | |
|  | | | |  | | | |
| We       herewith declare that all information provided by us above are True and herewith agree to abide by the Terms and Conditions of Trio Technologies, The applicable Indian Conformity Assessment Body and Laws of India. | | | | | | | |
|  | | | | |  | | |
|  | | | | |  | | |
|  | | | | |  | | |
|  | | | | |  | | |
| Signature | | | | | Date | |  |
| Name of Signatory |  | | | | | |  |
| Position (Title) of Signatory | | |  | | | |  |

## AGREEMENT FOR INDIAN REPRESENTATION

This agreement is between Trio Technologies registered as a Partnership Company with its Registered Office located at 865, 25th Main, 11th Cross, HSR Layout, Sector-1, Bengaluru – 560 034, INDIA (henceforth referred to as “**Representative**”) and  registered as  with its primary office located at       (henceforth referred to as “**Applicant / Manufacturer**”) agreed and signed on the       day of       month of       year.

1. Whereas,  appoint Trio Technologies as Indian Representative to represent the products (Model Numbers) mentioned in the earlier page of this document for a period of 5 years and extendable by a period of 1 year thereon through mutual agreement,
2. The Applicant / Manufacturer appoints Representative as the Indian Agent for obtaining Indian Regulatory PESO approval for their Flameproof / Explosion proof / Intrinsic safety products in India.
3. The Applicant / Manufacturer hereby authorize Representative to obtain PESO Indian approval for their relevant products by interacting with PESO Organization.
4. The Applicant / Manufacturer undertakes the complete responsibilities for providing technical back up for the Flameproof/ Explosion proof equipment ( All products including those listed for PESO approval) via by providing Technical information, Work Manuals, Installation Manuals and training support to personnel of the Representative as and when required. All the Maintenance work for the said product as required for the product shall carried out in India by Applicant / Manufacturer through assistance of the Representative,
5. Whereas, the Applicant / Manufacturer agrees to all the Terms and Conditions set forth in this schedule, Indian Conformity Assessment Body and Indian Laws,
6. Whereas, this agreement can be cancelled without any liability to either party when agreed in writing with a 30 days notice to other party.
7. Whereas, Representative shall be paid a nominal amount which shall be agreed upon separately for this representation service,
8. Whereas, there shall be no obligation or financial liability on the Representative in case of any mal-function / hazard or liability coming out of the products being represented for any reason thereof,
9. Whereas, the Representative shall not be the original importer of the products being represented nor shall be a sales agent for these products in India,
10. Whereas, the Representative shall not execute any act as needed for export or import of the products being represented and liaise either with port authorities or Indian customs or agents or any other party for such duties as needed for importing or exporting the represented products into or out of India,
11. Whereas, the Applicant / Manufacturer agrees to remit the invoiced amount directly to the bank accounts of the Representative and agrees to absorb any bank charges if any,
12. Whereas, for any disputes the verdicts from the courts of Bangalore, INDIA shall be binding on both the parties,
13. Whereas, Applicant / Manufacturer shall ensure and take responsibility of the continued safety certifications of the products being represented by the Representative throughout the representation period,
14. Whereas, Applicant / Manufacturer may request any other service from Representative which the Representative may accept through suitable compensation mode

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| for | | |  | for Trio Technologies | | |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
| Signature | : |  |  | Signature | : |  |
| Date | : |  |  | Date | : | Click here to enter a date. |
| Position (Title) | : |  |  | Position (Title) | : | Managing Partner |