

AMB NEER PRIVATE LIMITED

Dealer, Distributor & Trade Partner

Policies, Procedures & Commercial Terms

(Corporate Policy & Contractual Framework – India)

1. PREAMBLE

This **Dealer, Distributor & Trade Partner Policies and Procedures Document** ("Policy Document") is issued by **AMB NEER PRIVATE LIMITED** ("Company", "AMB NEER") for the purpose of establishing, regulating, governing, and expanding a structured **Dealer, Distributor, and Master Distributor / Trade Partner network across India** for AMB NEER water treatment solutions.

This document shall:

- Serve as a **commercial policy**,
- Form an **integral and binding part of the Dealership / Distributorship / Trade Partnership Agreement**, and
- Prevail over any verbal understanding, informal communication, email exchange, or representation unless expressly amended in writing by the Company.

All associations are **principal-to-principal**, non-exclusive unless otherwise stated, and subject entirely to the Company's discretion.

2. COMPANY OVERVIEW

AMB NEER PRIVATE LIMITED operates under the brand **AMB NEER®**, delivering advanced, global water treatment technologies adapted for Indian conditions.

Core Positioning:

- Global Technology, India-Ready
- Capital-Light, High-Return Business Model
- No Chemical | No Salt | Low Maintenance Solutions

Application Segments:

- Residential (Domestic)
- Commercial
- Industrial
- Government / Institutional

Official Website: www.ambneer.com

3. TRADE ASSOCIATION CATEGORIES & COMPANY RIGHTS

The Company offers the following association models:

3.1 Dealer

3.2 Distributor

3.3 Master Distributor / Trade Partner

The Company reserves **absolute, unfettered, and unilateral rights** to:

- Appoint, modify, increase, reduce, or terminate **any number of dealers, distributors, or trade partners**
- Operate through parallel channels, direct sales, e-commerce, institutional sales, or government tenders

The Trade Associate **shall have no right, objection, claim, interference, or restriction whatsoever** on the Company's appointment of any other trade association, whether within or outside the associate's territory.

4. DEALER, DISTRIBUTOR & MASTER DISTRIBUTOR FEES

4.1 Association Cost (Non-Refundable)

| Category | Investment Range (₹) | Applicable Margin on AMB HOME® |
|--------------------|-----------------------------|---------------------------------------|
| Dealer | ₹3,00,000 – ₹10,00,000 | 11% – 14% |
| Distributor | ₹10,00,000 – ₹20,00,000 | 14% – 18% |
| Master Distributor | ₹20,00,000 – ₹35,00,000 | 17% – 21% |

- Association fees are **non-refundable**, non-adjustable, and non-transferable.
- Fees represent **business enablement, market rights, and onboarding support**, not security deposits.

5. DOMESTIC (RESIDENTIAL) PRODUCT MARGINS

5.1 Applicable Model

All residential margins defined herein are **strictly applicable only to the AMB HOME® model and its variants**, unless expressly notified otherwise in writing by the Company.

5.2 Margin Basis

Profit margins are calculated **solely on the Company Billing Rate** (ex-factory / ex-warehouse), **exclusive of GST, logistics, insurance, installation, handling charges, and any statutory levies.**

5.3 Dealer Margins

- ₹3,00,000 association fee → **11% margin**
- ₹10,00,000 association fee → **14% margin**

5.4 Distributor Margins

- **14% – 18% margin**, linked to capital commitment, territory size, and performance

5.5 Master Distributor Margins

- **17% – 21% margin**, linked to investment value, volume, and strategic contribution

Margins may be revised, rationalized, or withdrawn at the sole discretion of the Company without prior notice.

6. INITIAL PRODUCT SUPPLY, WARRANTY & PAYMENT TERMS

6.1 Initial Supply

- Against an initial paid amount of **₹3,00,000 or above** (applicable uniformly to Dealer, Distributor, and Master Distributor), **AMB HOME® residential units of equivalent value or nearest rounded figure** shall be dispatched within **15 working days**, subject to stock availability.
- The stated **15 working days exclude transit time**, which shall be governed by logistics provider timelines.

6.2 Advance Payment System

- All supplies beyond the initial shipment shall be strictly on **100% advance payment basis.**
- No credit, hold-back, or conditional billing shall be permitted.

6.3 Warranty Registration

- For warranty activation, **end-customer details must be mandatorily filled online at ****www.ambneer.com**, within 15 dates of purchase or order of product.
- Failure to register customer details shall automatically render the product **out of warranty**, without liability on the Company.

6.4 Non-Returnable & Non-Refundable Policy

- All units billed and supplied are **non-returnable and non-refundable** under all circumstances.
 - However, **the Company may, at its sole discretion**, replace units in exceptional cases without creating any precedent or obligation.
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7. GEOGRAPHICAL JURISDICTION

7.1 Dealer

- A Dealer may operate within an allocated locality, micro-market, town, or area **purely as an internal operational reference** of the Company.
- **No geographical exclusivity, distance protection, area protection, or territorial commitment is granted or implied** to the Dealer.
- The Company shall have **absolute discretion** to appoint **multiple dealers within the same locality, area, town, or market**, without prior intimation or consent of any existing Dealer.
- The Dealer shall have **no right to object, claim, or seek compensation** on account of appointment of any other dealer, distributor, direct sales channel, or trade associate in the same or overlapping area.
- Operates within allocated locality or micro-market as approved by the Company.

7.2 Distributor

- A Distributor shall operate within a **city-based jurisdiction**, limited to **3–5 km radius** or an entire town **up to 2 lakh population**, as may be allocated by the Company from time to time.
- Such territorial allocation is **solely for business coordination, channel management, and performance evaluation purposes**, and shall **not be construed as exclusivity, monopoly, or territorial protection** of any kind.
- Notwithstanding the above radius or population reference, the Company shall retain **absolute and unilateral discretion** to:
 - Appoint **multiple dealers** within the Distributor's allocated area;
 - Appoint **additional distributors, master distributors, institutional partners, direct sales teams, e-commerce platforms, or government / PSU channels** within the same or overlapping territory.
- The Distributor shall have **no right to object, interfere, claim loss of business, seek compensation, or allege breach** on account of such appointments or overlapping operations.
- The Distributor expressly acknowledges that the assigned territory **does not restrict or limit the Company's independent right** to expand its business in any manner it deems commercially or strategically fit.

7.3 Master Distributor / Trade Partner

- A Master Distributor shall operate within a **complete city jurisdiction**, subject to the following limitations:

- Cities with population exceeding **35 lakh** shall be excluded; or
- A maximum operational radius of **10 km**, whichever is lower.
- Any such city, population, or radius reference is **non-exclusive, non-protective, and non-binding** on the Company and is provided only for administrative and trade-development purposes.
- The Company may, at its **sole and absolute discretion**, at any time:
 - Appoint dealers and/or distributors within the Master Distributor's allocated area;
 - Execute **direct commercial, industrial, institutional, or government projects**;
 - Modify, split, reduce, reassign, or overlap territories.
- The Master Distributor shall have **no legal, commercial, or equitable claim** against the Company for overlap, dilution, parallel appointments, or direct sales.
- This structure is intended to remain **trade-friendly and growth-oriented**, while preserving the Company's unrestricted right to scale regionally and nationally.

7.3 Master Distributor / Trade Partner

- A Master Distributor shall operate within a broadly defined city, region, or territory **as a strategic trade partner**, subject to investment level and performance criteria.
- Any territorial reference is **non-exclusive, non-protective, and non-binding** on the Company.
- The Company may, at its sole discretion:
 - Appoint dealers and/or distributors within the Master Distributor's area,
 - Execute direct commercial, industrial, institutional, or government projects, and
 - Modify, split, reduce, or reassign territories at any time.
- The Master Distributor shall have **no legal or commercial claim** against the Company for overlap, dilution, or parallel appointments.
- This arrangement is intended to remain **trade-friendly and growth-oriented**, without limiting the Company's freedom to scale nationally or regionally.

8. MINIMUM PURCHASE & PERFORMANCE OBLIGATIONS

8.1 Dealer

- Annual minimum purchase equal to the **committed amount** at onboarding
- Must execute either:
 - Product purchases, or
 - Commercial / industrial project billing

8.2 Distributor

- Annual minimum commitment: **₹10 lakh – ₹25 lakh**, based on city / region / state classification

8.3 Automatic Termination

Failure to meet minimum purchase or billing commitments shall result in:

- **Automatic termination**, without notice
- Forfeiture of all rights, margins, and association benefits

9. COMMERCIAL & INDUSTRIAL PROJECT POLICY

9.1 Lead Generation Only

- Lead generation up to qualification stage: **3% – 5%** of total project value

9.2 End-to-End Execution Support

Including:

- Client handling

- Follow-ups
- Technical coordination
- Site execution support (with limited Company support)

Commission: **7% – 10%** of total project cost

Higher investment categories shall be eligible for **higher percentage within the defined range.**

10. PAN-INDIA PROJECT RIGHTS

- No geographical restriction for commercial or industrial projects across India
- Subject to:
 - Conflict of interest checks
 - Anti-poaching policy

First payment received by the Company shall determine project ownership and association rights.

11. PROFIT ESCALATION CLAUSE

As:

- Number of projects increases, or
- Sales volumes rise

The associate shall be eligible for:

- Higher margins up to the **maximum defined limits**
- Additional incentives as notified periodically

12. SUPPORT & TRAINING

- Technical, sales, and operational support shall be provided **primarily online**
- On-site support, if required, shall be:
 - Chargeable, or
 - On mutually agreed cost-sharing basis

13. MARKETING & EVENTS

- Major exhibitions, events, or promotions shall be:
 - Mutual cost-sharing, or
 - Fully borne by the trade partner

The Company may participate at its discretion.

14. LOGISTICS & TAXES

- All shipment, freight, insurance, handling, and statutory charges are **extra**
- Responsibility transfers as per Company's dispatch terms

15. PAYMENT & BANK DETAILS

Account Name: AMB NEER PRIVATE LIMITED

Bank: HDFC Bank; **Account Number:** 50200114665681; **IFSC:** HDFC0008438

- Post-payment, associates must share: Payment proof; Product model details on ambneersolutions@gmail.com

Email IDs:

- ambneersolutions@gmail.com
- trade@ambneer.com

16. CONFIDENTIALITY & IP PROTECTION

All technical data, pricing, designs, and business information are confidential and proprietary. Unauthorized use or disclosure shall invite immediate termination and legal action.

