



London Bee Pvt Ltd.

Reseller Business Terms :

1. All Resellers will receive a promo code for their business with London Bee Clothing. Since a promo code is linked to your email address and mobile number please do not share the promo code to others.
2. All Prices from London Bee includes GST. And Shipping. All shipping to resellers will be by Surface transport using only the most reliable courier companies . Shipping time is Usually 5 to 7 days delivery to most pin codes across India and we usually ship out orders in 1 to 2 working days.
3. 3. London Bee provides the following discounts to resellers “

45% for all orders above Rs 10000

50% for all orders above Rs 30000
4. Returns : London Bee will accept returns upto 20% of the goods for a period of 3 months. All returns will be accounted for by means of a credit which can be used for the next purchase. To and fro freight expenses for returns are to the account of the reseller.
5. 5. This document does not authorise the reseller to sell on online platforms and market places and is restricted to sale through social media channels and other direct selling modes. 6. We value our trademarks and brandname so please be assured that we take any infringements very seriously. We operate with long term business intentions and expect that our resellers would do the same.

LONDON BEE PVT LTD RESELLER AGREEMENT THIS AGREEMENT is made this _____ day of _____, 20___, by and between London Bee Pvt Ltd (London Bee), with its principal place of business located at 202 A.N. house 31st Road Off linking Road Bandra West Mumbai 400050, and _____ (the"Reseller"), with its principal place of business located at _____.

NOW, THEREFORE, in consideration of the promises hereinafter made by the parties hereto, it is agreed as follows:

1. Product Line : The product (s) or product line (s) included in this agreement are but not limited to: London Bee / LBEE Brand Boxers, Shorts, T-shirts, Pyjamas , Shirts, Polos, Towels , Cargo Shorts ,Pants and Hoodies.

2. Distribution Right: London Bee Pvt Ltd hereby appoints and grants Reseller the non-exclusive and non-assignable right to sell the products of London Bee Pvt Ltd to customers. The customers are end users who purchase the products from Reseller for the purpose of personal use of the products. The Reseller confirms that they have a permit or business license issued by its State government where the Reseller is located or registered. This agreement does not give any rights to the reseller to list London Bee Brand or Product in online market places or channels. The Reseller is however allowed to sell products on Social media and direct sales to customers. Listing on online marketplaces and sites will be treated as a violation of trademark.

3. Reseller's Purchases: The reseller hereby confirms that The products described herein which are purchased from a distributor of London Bee or Directly from The Company London Bee Pvt Ltd will be resold in the form of tangible goods ; The Reseller is required by Sales / VAT / GST Tax Law to report and pay tax measured by the purchase price of the Products the reseller will do so responsibly and will be directly responsible for all taxes to be paid on the resellers business.

4. Trademarks and Logo Use: London Bee Pvt Ltd provides products with its Brand logo to the reseller for resale. However London Bee does not grant to the Reseller any right to use trademarks and logos (the "Logos") However products and advertising materials and images and logos may be circulated physically and electronically by the reseller during the period of this agreement under the following terms and conditions. London Bee Pvt Ltd has full ownership right to the Logos and the Reseller does not acquire any rights, title or interest in or to the marks beyond that set forth herein;

a. If the Reseller uses the Logos the reseller should ensure that the brand image of London Bee should be the highest priority when it is used. Brand image is a critical concern area for the company and it is recommended that the reseller obtains prior written confirmation from London Bee prior to use.

b. The Reseller may not, under any circumstances, alter the appearance of the Logos, either by alteration, size, colour or combination with any other logo. Breach of this section will be grounds for immediate termination of this License, and any other legal remedies London Bee Pvt Ltd may deem appropriate.

c. Any claims or legal repercussions due to unauthorised use of the London Bee Logos from 3rd parties will be the sole responsibility of the Reseller.

5. Modification and Termination : London Bee Pvt Ltd reserves the right to modify or terminate its Reseller Partner Program at anytime without notice or liability.

6. Non-existent in this contracted agreement is there any implied or hidden impose liability or obligation on London Bee Pvt Ltd for any expenditure made or incurred by the Reseller, or for any sale or promotional activity undertaken by the Reseller, except pursuant to written and explicit request of representatives of London Bee Pvt Ltd.

7. Terms: The term of this Agreement shall be for one (1) years from the date hereof, unless sooner terminated. Following such Initial Term, this Agreement shall be automatically renewed for successive one year, unless either party notifies the other in writing of an intention not to renew the Agreement within ninety (90) days of the end of the Initial Term. Termination shall not relieve either party of obligations incurred prior thereto. This Agreement may be terminated under the following stipulations without exception under any circumstances:

- a. by the Reseller at anytime upon thirty (30) days written notice to London Bee Pvt Ltd
- b. by London Bee Pvt Ltd upon thirty (30) days written notice to the Reseller for cause or in the event the Reseller breeches this contract (in any manner);
- c. by London Bee Pvt Ltd upon thirty (30) days written notice to the Reseller in the event the Reseller becomes involved in any arrangements with creditor, voluntary or involuntary bankruptcy proceedings or any fraudulent civil or criminal activities;

8. Notice or Communication. Any notice or communication required or permitted hereunder (other than Administrative Notice) shall be in writing and shall be sent by registered mail, addressed to the addresses set forth below or to such changed address as any party entitled to notice shall have communicated in writing to the other party. Notices and communications to London Bee Pvt Ltd shall be sent to: London Bee Clothing , A.N. House 31st Road Off Linking Road , Bandra West Mumbai 400050 Reseller :

9. Relationship of Parties. The relationship between the parties established by this Agreement shall be solely that of vendor and vendee and all rights and powers not expressly granted to the Reseller are expressly reserved to London Bee Pvt Ltd . The Reseller shall have no right, power or authority in anyway to bind London Bee Pvt Ltd to the fulfillment of any condition not herein contained, or to any contract or obligation, expressed or implied

10. Indemnity. The Reseller agrees to hold London Bee Pvt Ltd free and harmless from any and all claims, damages, and expenses of every kind or nature whatsoever (a) arising from acts of the Reseller; (b) as a direct or indirect consequence of termination of this Agreement in accordance with its terms; or (c) arising from acts of third parties in relation to products sold to the Reseller under this Agreement, including, but not limited to execution of liens and security interests by third parties with respect to any such products.

11. Assignment. This Agreement constitutes a personal contract and Reseller shall not transfer or assign same or any part thereof without the advance written consent of London Bee Pvt Ltd.

12. Applicable Law. This Agreement shall be governed by the laws of Maharashtra and India. All Disputes are subject to Mumbai Judistriction only

13. IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the date and year indicated above.

LONDON BEE PVT LTD Represented By: _____ Name:
NAME OF RESELLER: _____ Represented By:
