

“Competing Products” shall mean any products in the same class as the Products and/or having similar or identical nature and kind.

“Dealership” shall mean business to store and sell the Products/Goods. Dealer shall mean ‘Dealer’ as defined in Section-2(c) of the Seed (Control) Order 1983 and appointed with this written agreement by the Company .

“Effective Date” means the date on which this Agreement enters into force pursuant to its provisions.

“Label” shall mean the trademark, trade name, copyright or any distinctive sign or for that matter any intellectual property of Company or other Companies with which the Company has trade/business agreements for production, supply, marketing arrangements as selected by it for the Products.

“Month” shall mean a Calendar month.

“Non-Exclusive” shall means that the party granting the right shall be free to grant the same right to any other party within the relevant territory.

“Persons” shall include Corporations, Firms, Company either Private/Public Co-operative Soceity/Sangh and persons.

“Products”/“Goods” shall mean the Agriculture, Horticulture, Vegetable Crop Seeds/Tubers, Tissue Culture Plants, Fodder Blocks etc. produced and/or distributed by Company.

“Territory” shall mean area assigned for dealership.

In writing” and “Written” shall include printing, lithography and other modes of representing or reproducing words in visible form.

“Year” shall mean a financial year starting from 1<sup>st</sup> April and ending 31<sup>st</sup> March of the subsequent year.

## **2. MUTUAL INDEPENDENCE OF THE PARTIES**

2.1 The Parties acknowledge that they are independent of each other. No relation of subordination exists or shall ever exist between them at any time during the performance of this Agreement. Thus, nothing contained herein shall be construed as conferring upon the Dealer the capacity of agency or of legal representative of the Company. Accordingly, the Dealer shall under no circumstances be entitled to