

Distribution Agreement

This Distribution Agreement is made on this 01st day of August, 2023 ("Effective Date")
between

Preston Engineering Company Delhi Private Limited, a Company incorporated under the provisions of the Companies Act 1956 and having its registered office at 275, Udyog Vihar, Phase-II, Gurgaon - 122016, Haryana, India (hereinafter referred to as "Supplier" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the ONE PART

And

AL ZUHRA OIL AND GAS EQUIPMENT TRADING L.L.C. a company incorporated and existing under the laws of UAE, and having its office at M39, Rashid Juma Al Suwaidi Building, Office 37, Mussafah, Abu Dhabi, UAE (hereinafter referred to as "Distributor", which expression unless contrary to the context or its meaning thereof shall include its successors and permitted assigns) of the OTHER PART.

Supplier and Distributor hereinafter individually referred to as "Party" and collectively referred to as "Parties".

WHEREAS

- A. Supplier is, *inter alia*, engaged in the manufacture and sale of various wires & cables in India and abroad.
- B. Distributor is, *inter alia*, engaged in marketing and sale of wholesale and trading of various goods & services to oil & gas industry, electrical industry & other industries.
- C. Supplier wishes to appoint distributor for the marketing, promotion and sale of the products as mentioned in Annexure A, ("Products") in Abu Dhabi, UAE ("Territory") and Distributor has agreed to act as a distributor for the Products in the Territory upon the terms and conditions set forth in this MOU.
 - 1 Supplier hereby appoints Distributor as its non-exclusive distributor (hereinafter referred to as "Distributor") to import, promote, market, sale and distribute the Products in the Territory under the Trademarks as mentioned in Annexure A and Distributor accepts such appointment, subject to the terms and conditions of this MOU and agrees not to sell the Products outside the Territory without the prior written consent of Supplier. The Distributor shall obtain requisite approvals from the customer and end-users like ADNOC, DEWA etc. on behalf of the Supplier as agreed mutually from time to time.
 - 2 The Distributor has represented that it has obtained marketing authorisation or sale permission as per Laws of the Territory, from the relevant department.
 - 3 The Distributor will provide by the (5th) day of each month a rolling twelve (12) month non-binding forecast of the monthly quantities of the Products the Distributor intends to purchase during such period.
 - 4 The Distributor will purchase the Products by placing a Purchase Order duly signed and stamped by its authorized representatives. Each such Purchase Order shall state the quantity of the Product ordered, Supply Price, delivery instructions and a delivery date for such Product as mutually agreed.
 - 5 The Supplier shall supply the Products on the basis of FOB Indian Sea Port or CIF UAE Seaport

**Preston Engineering Company
Delhi Private Limited**

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Authorised Signatory



- 6 The Supply Price to be paid by Distributor for the Products supplied by Supplier is set out in each purchase order. The Distributor shall pay Supplier 10% of the Supply Price in advance along with the Purchase Order and balance 90% of the Supply Price prior to dispatch of consignment of the Products to the Distributor or as agreed mutually.
- 7 On receipt of the Product by the Distributor, within 30 days Distributor shall report to the Supplier if there is any defect in the Products so as to enable the Supplier to replace the Product with proper report by appropriate lab from the Territory.
- 8 The Distributor acknowledges and agrees that the Trademarks are the sole and exclusive property of Supplier. Distributor recognizes the validity of the title of Supplier in and to the Trademarks used in any country in connection with the Products, whether registered or not.
- 9 The MOU shall commence from the Effective Date, and, unless terminated earlier in accordance with the provisions hereof, shall continue for a period of one year and it can be renewed for the further period after mutual discussion between Parties.
- 10 Either Party shall be entitled to terminate this MOU by ninety (90) days' notice in writing to the other Party.
- 11 The Distributor shall indemnify, defend and hold Supplier harmless from and against any damages, costs and expenses (including reasonable attorney's fees and expenses) incurred or suffered by Supplier due to any claim made by a third party which arises or results due to the storage, distribution, promotion, marketing, sale or use of the Products provided that such damage, cost or expense is awarded in favour of Supplier by a court of competent jurisdiction.
- 12 During the term of this MOU the Term and continuing thereafter, all Confidential Information received by Distributor shall be kept confidential and shall not be disclosed to third parties or used for any purpose, other than as authorized by this MOU.
- 13 All force majeure events are applicable to this MOU.
- 14 The relationship between the Parties hereto is that of independent contractors. This MOU does not constitute any one Party hereto as the agent or legal representative of the other Party for any purpose whatsoever.
- 15 This MOU shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns. Neither Party shall assign or transfer this MOU, in whole or in part, without the prior written consent of the other Party.
- 16 No waiver of any breach or failure to perform shall be a waiver of any future breach or failure to perform or of any other provision of this MOU.
- 17 The validity, construction and performance of this MOU shall be governed and construed in accordance with the laws of India. Any dispute or difference between the Parties touching upon this MOU shall finally be settled by Arbitration subject to jurisdiction of Courts at Delhi, India.
- 18 This MOU may be executed with one counterpart by the authorised signatory of the Parties. The original and counterpart together shall constitute one and the same instrument

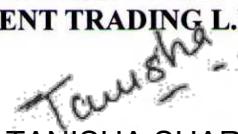
IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed by their duly authorized representatives.

SIGNED for on behalf of
Preston Engineering Company Delhi
Private Limited
Preston Engineering Company
Delhi Private Limited

Authorised Signatory
Name – Mr. Jasjit Malhotra


Witness – Mr. Laxman Singh

SIGNED for on behalf of
AL ZUHRA OIL AND GAS
EQUIPMENT TRADING L.L.C.


TANISHA SHARMA
Name –

Witness –

MANISH MALHOTRA


ANNEXURE A

PRODUCTS, SUPPLY PRICE AND TRADEMARKS

<u>MG</u>	<u>SG</u>	<u>PG No.</u>	<u>PG DESCRIPTION</u>	<u>PG</u>	<u>TRADE NAME/ TRADE MARK</u>
32	3206	320612	CABLES - FIBER OPTICS	PG	PRESTON ENGINEERING
32	3206	320617	STRUCTURED / DATA CABLING SYSTEM	PG	PRESTON ENGINEERING
34	3414	341420	FIBER OPTIC ACCESSORIES (PATCH PANEL, PATCH CORDS, SPLICING KIT, ETC.)	PG	PRESTON ENGINEERING
36	3636	363604	FIBER OPTIC COMMUNICATIONS EQUIPMENT	PG	PRESTON ENGINEERING

Preston Engineering Company
Delhi Private Limited
Rajit
Authorised Signatory



Rajit