

**DISTRIBUTION AGREEMENT**

This Trade Agreement concerns the distribution of brands and products manufactured and offered by Swiss Arabian Perfumes Industry Ltd.

**SWISS ARABIAN PERFUMES IND LLC** (hereinafter referred to as the PRINCIPAL), License No. 11849, with registered address at P.O. Box 1615, Sharjah, U.A.E., represented by Mr. Nabeel Hussein Adam Ali, Director and the authorized signatory.

And

**AL KAMEL GROUP** (hereinafter referred to as the DISTRIBUTOR) with registered address Egypt, Cairo, Shouber, Email Address Donkamlo11@gmail.com represented by Mohammed Kamel, Managing Partner and the authorized signatory.

The DISTRIBUTOR wishes to undertake such purchasing, selling and marketing of the 'Products' upon the below terms, conditions and provisions of this Agreement;

**1. Exclusivity:**

The DISTRIBUTOR is the Sole & Exclusive Distributor of the following brands supplied by the PRINCIPAL that are owned by the PRINCIPAL:

Swiss Arabian

**2. Validity:**

March 1st, 2021 to Feb 28, 2022, Valid for 3 years from the date of signing

**3. Territory:**

Egypt

The DISTRIBUTOR shall not have the rights to solicit orders and/or sell the Products outside the said Territory.

**4. Shipment Terms:**

Ex-works SAIF Zone, Sharjah, U.A.E

**5. Payment Terms:**

100% Cash in Advance

**6. Price:**

As per attached price list. Prices may be revised with a two-month notice, and the prices are not inclusive of any taxes.

**7. Targets:**

The sales targets are agreed upon starting from March 1<sup>st</sup>, 2021. To Feb 28<sup>th</sup>, 2022 To be Swiss Arabian 1,000,000 Dirham ,

**8. FOC Scheme (Testers):**

Tester on Each 12 Pcs

On Target Achievement the Distributor will be eligible for 5% Discount on year turnover

**9. Market Coverage:**

One of the key requirements of the Distributor would be ensure desired and regular trade channel coverage which is deemed fit for specified brand of the Principal. The channels to be covered should be aligned with the Principal and Distributor has to share regular updates on the Channel performance and % of stores covered under each channel.

## 10. COMMUNICATION

All other official communications have to be addressed as follows:

### **SWISS ARABIAN PERFUMES IND LLC**

Contact Person: Mohammed Waleed  
Address: UAE - Sharjah – Al Taawun – Al Shaqeeq bldg. – First floor, P.O. Box 1615.  
Phone:+971569254724  
Email: Mohammad.waleed@sapguae.com

### **Customer Name**

Contact Person: Mohammed Kamel  
Address: Egypt , Cairo , Shouber  
Phone:+971567170781 , +201220882042  
Email: Donkamlo11@gmail.com

## 11. E-COMMERCE

The Principal, at its own discretion, may allow the Distributor for E-commerce registration and sales. Separate authorization shall be granted upon request of the Distributor which shall no exceed the term of his Agreement. Upon registration of E-commerce account, the credentials i.e. login and password including any and all information will be shared with the Principal for supervision. All responsibility of E-commerce transactions and use shall remain with the Distributor during the term of authorization. Upon expiry or termination of contract and/or authorization, the Distributor shall immediately cease the use of such E-commerce by all means and hand over all credentials to the Principal.

## 12. Termination:

Notwithstanding anything herein contained The PRINCIPAL shall be entitled to terminate this agreement in the event the DISTRIBUTOR commits a breach in respect of the following:

Any breach of any obligation as mentioned in this Agreement when such breach, if curable, is not cured within 30 days of receiving a written notice given by the PRINCIPAL.

The DISTRIBUTOR becomes controlled directly or indirectly by new shareholders or by one or more of the PRINCIPAL'S competitors.

On 60 days' notice period in writing if the DISTRIBUTOR fails to purchase from the PRINCIPAL the minimum quantities of the Products as per the targets mentioned in clause 7 of this Agreement. Also failure to comply to terms laid out in clause 5 will render the nullification of this contract and may lead to dissolution of the relationship. A final decision for winding up being rendered against the DISTRIBUTOR, and; An order is made for the appointment of a provisional liquidator of the DISTRIBUTOR.

The DISTRIBUTOR shall be entitled to terminate this agreement, in the event the PRINCIPAL commits a breach of any obligation as mentioned in this Agreement when such breach, if curable, is not cured within 30 days of receiving a written notice given by the DISTRIBUTOR to the PRINCIPAL;

A final decision for winding up being rendered against the PRINCIPAL in its area of operation, and;  
An order is made for the appointment of a provisional liquidator /receiver of the PRINCIPAL.

By mutual consent of both the PRINCIPAL and the DISTRIBUTOR.

## 13. Stock Management:



The stocks will move from Principal to the Distributor as a commercial transaction and will never be sold on consignment basis. At any point of time these stocks will be the property of the Distributor and Distributor must settle the full payment for stocks sold to them.

In situation of closing down of the business and final negotiations, PRINCIPAL may agree to take over only the stocks that are in good saleable condition and is not obliged to take stocks which are damaged or expired.

**14. Damaged & Expired Stocks:**

The PRINCIPAL is only responsible for any manufacturing defect which is over and above 0.50% of the total purchase value. The DISTRIBUTOR shall keep such stocks with manufacturing defects (for a maximum period of six months) separately till the PRINCIPAL inspects the same and decides the method of disposal. The DISTRIBUTOR shall be responsible for any cost of repair or replacement of the products if the damage is caused by negligence of the DISTRIBUTOR or his employees or representatives and/or because of poor handling, storing, locating or/and relocating of stocks.

**15. Local Regulations:**

The DISTRIBUTOR is responsible to comply with and conform to all local Rules and Regulations i.e. the Rules and Regulations of the Egyptian Arabic Republic The PRINCIPAL shall assist the DISTRIBUTOR to comply with all local regulations regarding product technical details/declaration called for by the Government Bodies like Customs, Municipality, Ministry of Health, Environment Public Authority etc. This will include provision of all/any technical documents as may be required by the local authorities.

**16. Applicable Law/Jurisdiction:**

Any dispute arising out of or in connection with this agreement, shall be amicably settled between the parties and failing, the settlement, shall be referred and finally resolved by arbitration in accordance with the Rules of Conciliation & Arbitration of the International Chamber of Commerce for the time, being in force. The venue of the arbitration shall be .

**17. Modifications:**

Any changes to the agreed terms and conditions must be confirmed and accepted by both parties in writing prior to implementing the same.

**18. Good Faith:**

The parties shall display the utmost good faith in all their dealings with one another pursuant to this agreement.

**19. Assignment:**

No party shall have the right to assign his rights and obligation to any third party without prior written consent of the other party.

**20. Notices:**

Any notice to be served under this Agreement shall be in writing and served upon the recipient at its address set out in clause 9 either by hand or by express delivery post or e-mail and shall be deemed served 10 Business Days after posting if sent by post on delivery, if delivered by hand on receipt of correct answerback and/or on completion of sent email if sent by email.

**21. Trade Marks:**

This Agreement shall not operate to grant assign or transfer to the DISTRIBUTOR any Intellectual Property Rights in the Trade Marks together with any goodwill in the same. The DISTRIBUTOR warrants and declares that any goodwill arising from the use of the Trademarks by the DISTRIBUTOR pursuant to this Agreement (or any other trademarks of the PRINCIPAL) will belong to the PRINCIPAL.



If requested by the PRINCIPAL via official channel in writing, the DISTRIBUTOR shall assist the PRINCIPAL in registration of Trademarks in the 'Territory'.

The DISTRIBUTOR shall not use any mark or names confusingly similar to the PRINCIPAL'S Trade Marks. The DISTRIBUTOR will not make or use the same words, design and/or logos of the PRINCIPAL products for any category of products.

The DISTRIBUTOR shall, use its best endeavors to keep the PRINCIPAL informed on all facts which it becomes aware of which would or might jeopardize or invalidate any registration or application for registration of any of its Trade Marks or which might assist or give rise to an application to remove any of the registered Trade Marks from the Register or which might prejudice the right or title of the PRINCIPAL to any of the Trade Marks.

The DISTRIBUTOR will not make any representation or do any act which may be taken to indicate that it has any right title or interest in or to the ownership or use of any of the Trade Marks, and acknowledges that nothing contained in this Agreement shall give the DISTRIBUTOR any right or title in or to the Trade Marks.

No Trade Marks may be used upon or in relation to the Products other than the PRINCIPAL'S Trade Marks.

The DISTRIBUTOR shall not apply for or obtain registration of the Trade Marks, or any similar trade mark, for any goods or services in any country.

## **22. Force Majeure:**

Neither party hereto shall be liable to the other one for failure to perform its contract obligations hereunder caused by the occurrence of any event beyond its reasonable control or which cannot reasonably be forecast or provided against and which cannot be overcome with the due diligence and affecting its ability to perform, including without limitation, governmental regulations or orders, outbreaks of a state of emergency, acts of God, acts of public authorities or delays or default caused by public carriers, war, warlike hostilities, civil commotion, fire, strikes, lockouts or any other similar events.

In such event the time for performance shall be extended for the period of continuance of such force majeure event, provided however, that the party raising such cause shall:

- promptly, after knowledge of the commencement thereof, notify the other party in writing of the nature of such cause and the expected delay
- continue to keep the other party informed as to the force majeure event
- take all reasonable steps to eliminate such cause of the delay and
- continue performance hereunder whenever such reason or cause is removed

In the event any of such cause of force majeure shall continue for a period of 3 (three) months, parties hereto shall mutually discuss the matter and the course of action to be taken, provided however that after 3 (three) months period the party not affected by the force majeure event shall have the right to give notice to the other party terminating this Agreement.

## **22. Reports and Audit:**

22-1- The DISTRIBUTOR has to provide the Principal with regular reports for the following information:

- 1- Annual forecast broken down by month
- 2- Stock and sales reports by SKU
- 3- Market Spend reports
- 4- Competition activity report
- 5- Any brand activity initiated

The frequency of reports would be determined by the Principal.



22-2- The Principal shall have the full right to inspect and audit the DISTRIBUTOR's books and records relating To the above mentioned information in the sub clause no. (22-1) from time to time.

This Agreement is signed on Feb 10, 2020.

For and on behalf of:  
SWISS ARABIAN PERFUMES IND LLC.

NABEEL ADAM ALI  
Authorized Signatory

  


For and on behalf of:  
Mr. Nabeel Adam Ali

Mohammed Kamel  
Authorized Signatory

  
