



**SAMSUNG INDIA ELECTRONICS PVT. LTD.**

A-25, Ground Floor, Mohan Co-operative Industrial Estate,  
New Delhi-110044, INDIA  
Tel.: (91-11) 4366 - 1234  
Fax : (91-11) 4366 -1299  
C.I.N.: U31900DL1995PTC071387  
www.samsung.com

To,  
The Indian Institute of Technology  
Hauz Khas  
New Delhi - 110016

Dated : 8<sup>th</sup> December'2016

Sub: Samsung VIP Program for Toner.  
Ref: CODE: VIP – S55N1- 51 – IIT Delhi – 161230

Dear Sir,

At the outset, we wish to thank you for being our valued Customer and for having faith in our products and services.

This is with reference to the VIP agreement for supply of consumables for Samsung printers and multifunction devices vide Ref:MOU-VIP-NS5N1-30-IIT-130415 Samsung consumables successfully expiring on September 2016.

Kindly note that there has been an upward revision of prices in February 2016 for the following reasons:

1. Increase in Dollar exchange prices
2. Increase in manufacturing and inventory carrying costs for slow moving items

However we have been continuing to supply at existing rate contract prices despite the increase.

We are seeking a renewal with nominal price increase for the year 2016-2017 for the supply of Samsung consumables and are enclosing the guiding VIP agreement/rate contract along with the revised pricings. Also please note that certain items are end of life and no longer available and these have been removed from the list of consumables.

I hope the above is in line with your requirements, for any further clarification, kindly reverting to the undersigned.

Thanking You,  
With Warm Regards



**B Samuel**  
Enterprise Account Manager – EBD  
Samsung Supplies Biz.  
Samsung India Electronics Pvt. Ltd.

  
कल्याण कुमार भट्टाचार्य  
**Kalyan Kr. Bhattacharjee**  
उप कुलसचिव (भण्डार एवं क्रय)  
Deputy Registrar (Store & Purchase)  
भारतीय प्रौद्योगिकी संस्थान दिल्ली  
Indian Institute of Technology Delhi  
हौज़ खास, नई दिल्ली-110016 (भारत)  
Hauz Khas, New Delhi-16 (INDIA)



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**AGREEMENT**

This agreement is entered into this 01<sup>st</sup> of December 2016 between

**M/s. Samsung India Electronics Pvt. Ltd.**, a Company incorporated under the Companies Act, whose registered place of business is situated at A 25, Ground Floor, Front Tower, Mohan Co-operative Industrial Estate, New Delhi – 110044, hereinafter referred to as "**Samsung**" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns of the First Part;

**AND**

**M/s Vikel Business Corporation** , whose registered place of business is situated at **B-5 & 6 , Manjusha Building , 57 , Nehru Place , New Delhi -110019**, hereinafter referred to as "**Authorised Reseller**", which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and assigns of the Second Part;

**AND**

**M/s IIT Delhi**, whose registered place of business is situated at **Hauz Khas, New Delhi – 110016**, hereinafter referred to as "**End User**", which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and assigns of the Third Part;



  
कल्याण कुमार भट्टाचार्य  
**Kalyan Kr. Bhattacharjee**  
उप कुलसचिव (भण्डार एवं क्रय)  
**Deputy Registrar (Store & Purchase)**  
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Hereinafter, Samsung, Authorised Reseller and End User shall singularly be referred to as "Party" and collectively as "Parties".

WHEREAS Samsung is inter-alia engaged in selling, distributing and marketing of Printer Toners under the brand name of 'SAMSUNG' (hereinafter referred to as "the Products");

AND WHEREAS the Authorized Reseller is a part of Samsung sales channel and is engaged selling of the Products to the final users of the Products.

AND WHEREAS Samsung has launched a special discount program for the final users of the Products purchasing high volumes of Samsung Products (hereinafter referred to as the 'Samsung VIP Customer Program')

AND WHEREAS the End User is having a bulk requirement of the Products and is desirous of getting benefits under the Samsung VIP Customer Program.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the Parties agree as follows:

**1. Benefits under the Samsung VIP Customer Program:**

- 1.1 The End User shall be entitled to purchase the Products from the Authorised Reseller at the special discounted Product purchase price mentioned in **Annexure A,B,C&D** to this Agreement subject to fulfillment of the Samsung VIP Customer Program Eligibility Criteria for the End User.
- 1.2 In cases of List Price increase beyond 10%, the incremental list price increase beyond 10% shall be passed to the End User by way of equivalent increase of special discounted product purchase in % terms. Any reduction in list price shall be passed to the End User.
- 1.3 For availing the benefits under the Samsung VIP Customer Program, the End User shall raise purchase orders on the Authorized Reseller giving reference to this Agreement.



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- 1.4 The End Customer will get E-Certificate in return for all empty toner – cartridges of the product to Samsung under the Samsung Returns & Recycling Program. The Toner will be collected by the Govt-Approved Licensed Recycler duly approved by Samsung.
- 1.5 All terms of the purchase and delivery except the price of the Products shall be as per the separate mutual Agreement between the Authorized Reseller and the End User. It is hereby specifically clarified that Samsung shall not be responsible for the payments due from End User to the Authorized Reseller for Products covered under the Samsung VIP Customer Program.
- 1.6 In case of EOL (End of Life) or non-availability of Toner, either toner will be replaced by new Toner without any additional charges or all printers which requires same Toner will be replaced by new Samsung Printers as per prevailing replacement program.

**2. Term of the Agreement:**

- 2.1 This Agreement shall be valid for one year from the date of Signing
- 2.2 After the expiry of the Term, the Parties may renew the Agreement on mutually agreed terms and conditions.
- 2.3 The Minimum order quantity & Value for this rate contract worth Indian Rupees as per actual order.

**3. Samsung VIP Customer Program Eligibility Criteria:**

- 3.1 The End User would purchase Toner Cartridges as per the actual requirement during the Term for the benefits of the Samsung VIP Customer Program.
- 3.2 The End User shall mark a copy of all purchase orders placed on the authorized Reseller of the products purchased under the Samsung VIP customer Program.



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