



Policy Guidelines for Sale of Material through Retailers in International Marketing Office

1.0 Preamble

- 1.1 RINL aspires to increase export volume in line with the National Steel Policy of the Government of India. RINL's Marketing ITD division has taken initiatives to expand their market presence by way of setting up overseas marketing / sales office in various countries. Under such initiative, first overseas International Marketing Office with a warehousing facility in the form of stockyard has been established in Colombo.
- 1.2 In order to realize the maximum potential, RINL prefer to have in place a strong network of Retailers covering large geographical area of the country.

2.0 Location of Retailers

- 2.1 'Retail Outlet' is a place where Retailer does his sales operations like booking of orders, receiving payments, etc. In other words, 'Retail Outlet' is the 'Sales Office' of the Retailer.
- 2.2 Retailer is required to provide a warehouse of required area in the location as per applicable category of his operations.
- 2.3 Retailer may be required to provide additional warehouse facilities for operational convenience in case of multiple outlets.
- 2.4 RINL is also desirous to increase its market share in retail segment by permitting the Retailers to open multiple retail outlets at the locations preferred by them.
- 2.5 Warehouse may be located at any other suitable place of convenience for the target customers, under intimation to the IMO concerned.
- 2.6 Retail Outlet and Warehouse should be ideally located at the same place.

3.0 Products Covered

- 3.1 Warehouses of Retailers shall provide all RINL products required for the target segments.
- 3.2 Considering the requirement of the target segment, all Iron & Steel products of all sizes will be sold through Retailers.

All Iron & Steel products permitted for Retail trade in respective Countries shall be considered.

4.0 Method of Selection of Retailers

- 4.1 IMO will take necessary action for registration of Retailers / additional Retailers, in Grades C, D and F.
- 4.2 The process of appointment of Retailers / additional Retailers should be done through website / open advertisement regularly/ periodically with the approval of D(C).
- 4.3 Consignment Sales Agent (CSA) may also appoint Retailers with approval of RINL. On receipt of application put up by CSA for appointment of Retailer, IMO shall process the application which are fulfilling the guidelines for appointment of Retailer for approval of HOD(Mktg).
- 4.4 The detailed format for advertisement, instructions to the applicant, format of application is placed at Annexures-I, II & III respectively. Evaluation sheet & Evaluation criteria, Agreement format, procedure for registration are placed at Annexures-IV, V & VI respectively.



Policy Guidelines for Sale of Material through Retailers in International Marketing Office

- 4.5 Applications for Retailers shall be evaluated on a 10 point scale consisting of attributes like Steel sales turnover as certified by CA, financial capabilities as certified by the Banker, experience in the field of steel etc. and any other criteria, which the company considers necessary to take into account while evaluation of the application. The minimum qualifying score for all categories is brought out at Annexure-IV.
- 4.6 The applicants in the order of the scale (from higher to lower) obtained by them shall be considered for registration.
- 4.7 After going through the selection process, the successful applicant (including application put up by CSA with approval of HOD(Mktg)) will be issued a letter of appointment indicating the validity period of the Retailership.
- 4.8 RINL reserves the right to sell any of its products within such jurisdiction directly or through other means and ways.

5.0 Period of Registration:

- 5.1 The Retailers shall be registered for one financial year. The Retailers who have successfully performed shall be considered for renewal, as per the prevailing guideline.
- 5.2 The Retailers, who have failed to perform in any year shall be required to apply for registration afresh through web/open advertisement.
- 5.3 The Retailers who have successfully performed in the previous year, shall be considered for renewal for the next year based on the past performance.

6.0 Selling / Purchase Price of Retailer

- 6.1 The Retailer can purchase materials from RINL at the IMO ex-stock yard prices as applicable on the date of delivery. The payment shall be in advance/Secured credit and can be made by DD/PO/RTGS/NEFT/ payable locally at the Branch Office location.

7.0 Performance

- 7.1 For successful performance of Retailership, the retailer should fulfil the following conditions:
- i) A minimum of 75% of the Base quantity of the grade for which they are registered should be lifted during the year.

| Grade of the retailer | Base Qty. (MT) | Minimum Qty. to be lifted (MT) |
|-----------------------|----------------|--------------------------------|
| C | 7,200 | 5,400 |
| D | 3,600 | 2,700 |
| F | 1,200 | 900 |

In case of new retailers in "C", "D" and "F" grade getting registered during a year, pro-rata quantity (Monthly basis) shall be considered for arriving at Base quantity.

- 7.2 The retailers are required to enter into MOUs Product category wise. The retailer is required to enter into MOU/MOUs (Product category wise) for a total quantity not less than the base quantity of the retailer grade as per clause 7.1 for which they are registered. The Retailers shall be allowed to enter into MOUs on pro-rata basis for the balance period of the financial year in case the MoU is entered during the financial year. The format for MOU is placed at Annexure-VIII,



Policy Guidelines for Sale of Material through Retailers in International Marketing Office

8.0 Quality

- 8.1 RINL shall provide Test Certificate for the materials supplied to the Retailer.
- 8.2 The Retailer shall take necessary care in respect of storage of materials in his premises in order to avoid any damage, mix-up or loss of identity of materials. The Retailer shall maintain the accounts of incoming and outgoing materials.
- 8.3 The Quality Complaints, if any shall be settled as per the Quality complaint procedure in vogue.

9.0 Other Information

- 9.1 The Sr. BM ,IMO shall review the performance of the Retailer, at the end of every quarter and submit a consolidated report to ITD-I/C /HOD-Mktg.
- 9.2 RINL may, at its sole discretion, cancel the registration of Retailer giving a notice of 15 days, in the event of adverse and repeated customer feedback, and any other aspect considered detrimental to the interest of RINL.

Also, at any point of time during the process of registration or after registration, it is found that any of the declarations given by the Applicant/Retailer is found to be incorrect or false, the registration is liable to be cancelled summarily.

- 9.3 The Applicant/ Retailers, whose application has been rejected/ registration has been cancelled, shall not be allowed to participate in any of the selection process of RINL for sales outlets for a period of One year from the date of cancellation of application/registration.
- 9.4 Consignment Sales Agent can not apply to be a Retailer.
- 9.5 In case in any country, direct sales of products to Retailers are not allowed/prohibited, no retailer shall be appointed



Policy Guidelines for Sale of Material through Retailers in International Marketing Office

DEFINITIONS:

BSCOM – Board Sub Committee on Marketing

CMD – Chairman cum Managing Director

D(C) – Director Commercial

HOD(Mktg) – Head of the Department – Marketing (Executive Director / General Manager)

DGM(Mktg)-ITD I/c – Deputy General Manager – Marketing (International Trade Division) In charge

Sr.BM – Senior Branch Manager

IMO – International Marketing Office

IBC – Interest Bearing Credit

LC- Letter of Credit

BG – Bank Guarantee



**Policy Guidelines for Sale of Material through Retailers in
International Marketing Office**

Page 5 of 18

Annexure-I

RASHTRIYA ISPAT NIGAM LIMITED
(A Government of India Enterprise)
VISAKHAPATNAM STEEL PLANT
International Marketing Office

Advertisement for Appointing Retailers in _____

No.VSP/Mktg/##

Date:dd/mm/yyyy

- 1 RASHTRIYA ISPAT NIGAM LIMITED, IMO, _____(City/Country) invites filled in application forms for appointment of Retailer for sale of RINL material (Iron & Steel items) from reputed retailers.
- 2 The Retailers are registered to service the requirements from all areas of the country. Accordingly, all Iron & Steel products of all sizes and grades as marketed by RINL.
- 3 Application format, instructions to applicant and terms and conditions can be downloaded from our website (www.vizagsteel.com) or can be obtained free of cost from the Sr.Branch Manager-IMO mentioned above till 5.00PM of dd/mm/yyyy.
- 4 Filled in application forms should be submitted in the Box provided in the Controlling Branch latest by 3.00 PM on dd/mm/yyyy, which shall be opened by 3.30PM on the same day.
- 5 Interested parties may contact the Sr Branch Manager, IMO for further details or visit our web site as mentioned above.

Sr. Branch Manager, IMO



**Policy Guidelines for Sale of Material through Retailers in
International Marketing Office**

Annexure –II

Instructions to the Applicant

1. The applicant shall carefully go through the application format and Terms & Conditions and fully understand the terms and conditions governing their registration as RINL's Retailer.
2. The applicant shall acquaint themselves about the operations to be done by meeting the In-charge IMO. The applicant may also visit RINL's Consignment Agents Warehouse and acquaint himself with the location and working of RINL from where materials will normally be delivered. The Applicant by the very act of applying will be deemed to have fully understood the terms and conditions governing their registration and familiarized themselves with the location of Branch and Consignment Sales Agents premises at the time of submission of their application.
3. The details shall be filled-in as per the format and the documentary proof is to be attached wherever applicable. The claim made in the application and the documents submitted along with the application shall only be considered.
4. The application form shall be submitted at IMO at the address mentioned, within the indicated date & time. No application shall be accepted beyond the specified date and time.
5. Incomplete applications, applications not accompanied by the required documents, and conditional applications will not be considered for Retailership. RINL may, at its convenience, finalize the registration within a period of 90 days.
6. RINL will not be responsible for any delay, loss or non-receipt of application by post etc. Applications received by Fax, E-mail or any electronic mode etc., will not be considered.
7. The applications for Retailers shall be evaluated on various attributes like sales turnover as certified by CA, Financial capabilities as certified by the Banker, experience in the field of steel etc. and any other criteria, which the company considers necessary to consider while evaluation of the application.
8. The retailer is required to provide 'Sales Office' in the Location.
9. Assessment made by RINL shall be final & binding. RINL reserves the right to accept or reject any and or all applications without assigning any reason whatsoever.



**Policy Guidelines for Sale of Material through Retailers in
International Marketing Office**

Annexure –III

Format of Application for Registration as Retailer

RASHTRIYA ISPAT NIGAM LIMITED
International Marketing Office

Application form for Appointment of Retailer for Sale of RINL Materials at
(TO BE SUBMITTED ON LETTERHEAD)

| Sl.No | Description | Details | | |
|--|---|---|---------|---------|
| 1 | Name of the Applicant | | | |
| 2 | Status of the Applicant | Proprietor/Partnership/Pvt.Ltd./LLP/ Public Ltd / Co-operative/ Company | | |
| 3 | Address | | | |
| 4 | Contact Details | | | |
| | Telephone/ Mobile No. | | | |
| | Fax No. | | | |
| 5 | Contact Person | | | |
| | Name | | | |
| | Designation | | | |
| | Details of Partners/Directors/ Proprietors | | | |
| RINL will not be responsible for any delay, loss or non-receipt of application by post etc. Applications received by Fax, E-mail or any electronic mode etc., will not be considered. (Please enclose a copy of Partnership Deed/Memorandum & Articles of Association, Company Registration Details <i>highlighting the clause based on which Applicant is permitted to trade Iron & Steel in _____(Country)</i> along with latest Audited Balance Sheet and P&L Statement) | | | | |
| 6 | Whether any of the applicant /proprietor / Partner / Directors are related to Employees of RINL (if yes, Please furnish the details there off) | YES / NO | | |
| 7 | Tax Details | | | |
| | A) TIN no & Date | | | |
| | B) VAT / GST No.& Date | | | |
| | C) PAN No. | | | |
| | D) NBT no & Date (if applicable) | | | |
| (Self-attested Copies of the related documents are required to be attached) | | | | |
| 8 | Nature of Business | Manufacturing/Trading/ Wholesaler/Retailer | | |
| 9 | Type of Products handled | | | |
| 10 | Turnover Details | Last Three Years Report in Local Currency | | |
| | | 2018-19 | 2017-18 | 2016-17 |
| | Total Sales Turnover | | | |
| | Turnover of Steel Products | | | |



**Policy Guidelines for Sale of Material through Retailers in
International Marketing Office**

| | | |
|----|---|--|
| 11 | Total Equity Capital or Investment in Business (Local Currency) | |
| 12 | Bankers Name & Address, Contact No. (Please enclose letter from bankers on their satisfactory dealing with the bank) | |
| 13 | Details of Infrastructure Facilities | |
| | Office : Own / Leased / Consent to Lease | |
| | Areas in Sq Ft (indicate whether existing yard or will be made immediately after selection of the application) | |
| | Warehouse Stockyard Area in Sq Ft | |
| | Warehouse Address (Any other information the applicant wishes to provide) | |
| 14 | The Grade for which Applied Grade C Grade D Grade F | |
| 15 | Products dealt with | |
| 16 | Areas/places to be covered in the proposed business, in order of preference | |

Declaration:

I/We have gone through the terms and conditions contained in Instructions to Applicants and Draft agreement of Registration as Retailer and accord my/our acceptance of the same.

I/We declare that the information given above is true and correct. I/We am/are fully aware that if any information given above is found to be incorrect, I/We would be disqualified and/or our registration may be cancelled at any point of time.

I/ We declare that any changes in the above information, we will intimate you immediately.

I/We hereby confirm that any communication sent to the above-mentioned correspondence address/E-mail ID/Fax stands served on us.

I am authorized to furnish the above information and sign on behalf of our company.

Place:

Date:

Signature of Authorized Director/Signatory -with Seal



**Policy Guidelines for Sale of Material through Retailers in
International Marketing Office**

Annexure -IV

Evaluation criteria of application for Retailer

The committee shall consider only the claim made in the application and the documents submitted along with the application. No additional documents or claims shall be entertained by the committee at any stage of the evaluation.

1. The details at the top of the evaluation form, and the Name of the applicant shall be filled up with the relevant information.
2. The status of the applicant, shall be mentioned as claimed by the applicant, and shall be recorded in the evaluation sheet after verification of details and found to be correct.

| Evaluation Sheet for Registration of E-Retailer | | | | |
|---|--|----------------------|----------------|-----------------|
| Controlling Branch | | Location of Retailer | | |
| Date of Inspection/Evaluation: | | Application No. | | of |
| | | Remarks | Maximum Points | Points Allotted |
| 1 | Name of the Applicant/Firm | | | |
| 2 | Status of the Applicant | | | |
| 3 | Sales Turnover of Steel Products | | 2 | |
| 4 | Bankers Certificate for limit | | 2 | |
| 5 | Applicant's Experience in Steel Business | | 2 | |
| 6 | Number of Branches (Geographical area covered) | | 1 | |
| 7 | Storage space & Handling infrastructure | | 2 | |
| 8 | Weighment facility | | 1 | |
| | Total | | 10 | |

Observation of the committee on the above

| |
|--|
| |
|--|

Names of the Committee Members & Designations

Signatures



**Policy Guidelines for Sale of Material through Retailers in
International Marketing Office**

3. Turnover

Highest annual Sales turnover in the previous three financial years shall be considered. Points shall be allotted based on turnover slabs as follows.

| Parameters for "Turnover" (Amount in Millions(M)) | | | Points |
|---|--------------------------|------------------------|--------|
| "C" | "D" | "F" | |
| up to 240.00 M | up to 120.00 M | up to 30.00 M | NIL |
| > 240.00 M up to 300.00 M | >120.00 M up to 150.00 M | >30.00 M up to 40.00 M | 1 |
| > 300M | >150.00 M | >40.00 M | 2 |

4. Banker Limit

All applicants who submit the banker's reference indicating credit worthiness and solvency shall be awarded the points under this category as per the Format for Banker Limit at annexure-VII. Points can be allotted based on the solvency of the applicant in below slabs. Bankers Certificate should be generally in line with the prescribed format. It may be noted that the banker's certificate should be addressed directly to Sr.BM (IMO). Points shall be allotted based on limits mentioned in Bankers Certificate as follows:

| Parameters for "Limit in Banker Certificate" (Amount in Millions (M)) | | | Points |
|---|------------------------|------------------------|--------|
| "C" | "D" | "F" | |
| up to 120.00 M | up to 60.00 M | up to 15.00 M | NIL |
| > 120.00 M up to 150.00 M | >60.00 M up to 75.00 M | >15.00 M up to 20.00 M | 1 |
| > 150M | >75.00 M | >20.00 M | 2 |

5. Business Field

| Experience in Iron & Steel sales | Points |
|----------------------------------|--------|
| Upto 5 years | 1 |
| Above 5 years | 2 |

6. No. of Branches

| Branches | Points |
|----------------------|--------|
| More than One branch | 1 |

7. Storage space & Handling infrastructure

| Storage & Handling | Points |
|-------------------------------|--------|
| Storage space | 1 |
| Space with Handling Equipment | 1 |

8. Weighment Facility

| Weighment | Points |
|------------------------|--------|
| Electronic Weighbridge | 1 |

Verify the Partnership Deed/Memorandum & Articles of Association, Company Registration Details whether the Applicant is permitted to trade Iron & Steel in respective Country.

- Total Evaluation points are 10 (Ten)
- For Qualifying as Retailers: Applicants should score minimum 3points
- In case of two or more applicants of same Category scoring identical marks, higher sales turnover will be given preference.



**Policy Guidelines for Sale of Material through Retailers in
International Marketing Office**

Annexure –V

Format of Retailer Agreement
(To be Non Judicial Stamp Paper)

This agreement No. _____ dated _____ for purchase and marketing of RINL Material from stockyard at _____, entered into between Rashtriya Ispat Nigam Limited (RINL), International Marketing Office _____ having its registered office at Main Administration Building, Visakhapatnam Steel Plant, Visakhapatnam 530 031, Andhra Pradesh, India (CIN No. U27109AP1982GOI003404) represented by its Sr. Branch Manager (herein after called RINL) and M/s _____ (Name & address of Retailer) hereinafter called as "Retailer".

WHEREAS RINL intent to appoint Retailers in _____ and accordingly invited applications from various eligible parties registered with concerned authorities and has license to trade in Iron and Steel material,

ANDWHEREAS the Retailer has been dealing in Iron & Steel products or related products and has a valid registration for operation of Retailer outlet vide their application dated ____ and enclosing terms and conditions for appointment of retailers as per this agreement duly signed by them as a token of acceptance for such terms and conditions.

AND WHEREAS RINL has been pleased to appoint M/s _____, the RETAILER of RINL on the terms and conditions set out hereunder, for a period from _____ to _____.

NOW THIS AGREEMENT WITNESSETH AS UNDER:

1. Products Covered :
All Iron & Steel products of all sizes in all Steel Grades allowed to sale in the Country. Any other product can be added at the discretion of RINL.
2. Committed off-take of materials from RINL:
Retailer can take the materials as per their requirement, subject to the availability of material in stockyard not already covered by sales.
RINL agrees to sell and Retailer commits to purchase a minimum quantity of _____ MT (per month) as offered to them. Retailer shall plan his purchase and place the indent on RINL so that the material is available with Retailer to avoid stock out situation. The quantities not purchased by Retailer in a month shall not be made good in the subsequent months. However, in case of failure of RINL to offer the



Policy Guidelines for Sale of Material through Retailers in International Marketing Office

quantity up-to the agreed quantity, RINL shall make-up the shortfall in subsequent month depending on the availability of material.

The terms and conditions of sale shall be as per the terms in the Quotation and the Sales Order (SO) issued by RINL. For detailed terms and conditions of Quotation and Sales Order visit our website www.vizagsteel.com / Marketing/Terms & Conditions.

3. Performance

3.1 Retailer will be appointed for One financial year. Retailers who have successfully performed shall be considered for renewal, as per the prevailing guideline. The Retailers, who have failed to perform, shall be required to apply for registration afresh through Web/Open advertisement.

3.2 For successful performance of Retailership, the retailer should fulfill the following conditions:

- i. A minimum of 75% of the Base quantity of the grade, for which they are registered, should be lifted during the year.

| Grade of the retailer | Base Qty. (MT) | Minimum Qty. to be lifted (MT) |
|-----------------------|----------------|--------------------------------|
| C | 7,200 | 5,400 |
| D | 3,600 | 2,700 |
| F | 1,200 | 900 |

- ii. In case of new retailers in "C", "D" and "F" grade getting registered during a year, pro-rata quantity (Monthly basis) shall be considered for arriving at Base quantity.

4. Selling / Purchase Price of Retailer

The Retailer can purchase materials from RINL at the ex-stock yard prices as applicable on the date of delivery. The payment shall be in advance/Secured credit and can be made by DD/PO/RTGS/NEFT/ payable locally at the Branch Office location.

5 Delivery of Material:

The Weight recorded in the weighbridge of RINL Stockyard or any other nominated weighbridge and the Weight shown in the Invoice issued by RINL shall be final and binding upon the Retailer.

6 Cancellation Clause:

RINL may at its discretion, cancel the registration of Retailer giving a notice of 15 days, in the event of adverse and repeated customer feedback.



**Policy Guidelines for Sale of Material through Retailers in
International Marketing Office**

Dispute Redressal:

Dispute or disagreement, differences, whatsoever, arising between RINL and the retailer relating to or in connection with the construction, meaning, scope, operation or effect of this agreement or breach thereof shall be settled between RINL and the retailer amicably by mutual discussions. In the event of any dispute, the parties shall endeavor to resolve the dispute by mutual discussions in good faith in the first instance within 30 (thirty) days of notice of such dispute. If however, the parties are not able to resolve their disputes and differences amicably as aforesaid, such disputes and differences whatsoever arising between the parties out of or relating to or in connection with the construction, meaning, operation or effect of this agreement or the breach thereof shall be settled by Conciliation.

Conciliation:

a) The person to be appointed as Conciliator shall be an Officer not below the grade of General Manager in service in RINL or a retired officer of similar grade of RINL or other PSU and shall be appointed by RINL.

b) The fee payable to Conciliator (Conciliator other than serving RINL or other PSU shall be a fixed amount equivalent to ₹50,000/-. The other expenses such as travelling, boarding and lodging shall be reimbursed as per actual.

c) The fee and other expenses for holding the conciliation proceedings shall be shared equally by both the parties.

d) The award made in pursuance shall be a reasoned award and shall be binding on both the parties.

e) It is hereby agreed between the parties that the courts at _____(Country) with the exclusion of all other courts, shall alone have jurisdiction over all matters relating to this agreement, governing law shall be laws of _____(Country).

IN WITNESS WHEREOF the parties hereto have set out their hands on the day, month and year above written.

Signed and Delivered on behalf of
of Rashtriya Ispat Nigam Limited

In the presence of RINL

Signed and Delivered on behalf
(M/s _____)

In the presence of RETAILER



**Policy Guidelines for Sale of Material through Retailers in
International Marketing Office**

WITNESS:

Witness:

Annexure VI

Procedure for registration of Retailer

1. An open advertisement in local leading newspapers and through uploading into RINL website (www.vizagsteel.com) shall be done, preferable at the beginning of the financial year announcing the scheme.
2. The last date up-to which application form shall be available for downloading from the web site and the last date for submission of completed application forms shall be prescribed in the advertisement and in our upload in website. A copy of the advertisement shall be displayed in the Notice Board of the International Marketing Office and Warehouse.
3. The prescribed format of application, Instructions to applicants and agreement format are at Annexure III, Annexure II and Annexure V respectively.
4. The applications for Retailer shall be evaluated as detailed in the evaluation procedure.
5. IMO will process the applications and recommend the list of eligible applicants to be appointed as Retailer of RINL in _____(Country) for further recommendation of International Trade Division I/c for according approval of HOD(Mktg).
6. LOI shall be issued to the Retailer in duplicate by Sr BM/BM concerned. A copy of the LOI shall be returned by the Retailer duly endorsed by the authorized signatory of the Retailer, as confirmation of acceptance of Registration within 15 days from the date of LOI.
7. The Retailer will be issued a letter of appointment indicating the validity period of the Retailership based on which RINL will enter into an agreement with registered retailer before commencing the operations of the Retailer.



**Policy Guidelines for Sale of Material through Retailers in
International Marketing Office**

Annexure VII

FORM OF BANKERS CERTIFICATE FROM A SCHEDULED BANK

This is to certify that to the best of our knowledge and information M/s.

..... having their address at.....

.....

..... a customer of our bank, are / is respectable and can be treated

as good for any engagement up to a limit of Rs..... (Rupees.....

.....).

This certificate is issued without any guarantee or responsibility on the bank or any of the
Officers.

(Signature) For the Bank

[Seal]

Note :

1. Bankers' certificate should be on letter head of the bank, in cover addressed to Sr Branch Manager, Rashtriya Ispat Nigam Limited, IMO.
2. In case of partnership firm, the certificate has to include names of all partners as recorded with the certifying bank.



**Policy Guidelines for Sale of Material through Retailers in
International Marketing Office**

Annexure VIII

FORMAT FOR MEMORANDUM OF UNDERSTANDING (MOU)
(To be executed on Non Judicial Stamp paper)

1. This Memorandum of Understanding (MOU) is entered into this ____ day of ____ 2019 between Rashtriya Ispat Nigam Ltd, (CIN No. U27109AP1982GOI003404) (hereinafter referred to as "RINL" which term or expression shall mean and include the said Rashtriya Ispat Nigam Limited, its successors and permitted assigns), having its office at _____ and M/s _____, (Reg.No. _____) (hereinafter referred to as "customer" which term or expression shall mean and include the said M/s _____ and its successors) with a view to know the possible market requirement and decide production plan to enable RINL to make supply of steel products from time to time.

This MOU is valid for the period from XX.XX.20XX to 31.03.20XX and shall cover the following categories and quantities of products.

| Year | Products Interested | Required Quantity (MT) Per Month |
|--------------------------------------|----------------------------|---|
| (Country Name) 20XX- 20XX | | |
| Total Quantity | | |

That it is clearly understood between RINL and M/s _____ that this MOU is not an enforceable contract and all contract(s) will be entered into with RINL's registered overseas company in _____(Country name), for supply of Steel products through delivery from our warehouse in _____(Country name), as per availability.

The MOU shall be governed by the terms and conditions detailed in Retailer Agreement entered with the customer.

Fixing of Prices: The prices shall be fixed on monthly basis or at any frequency governed by Market conditions. The prices prevailing on the date of delivery of material shall be applicable.

**Name and designation of
RINL Officer**

**Name and designation of
Authorized signatory of Customer**



Policy Guidelines for Sale of Material through Retailers in International Marketing Office

Objective:

The objective of entering into MOU is to estimate the demand and market potential in _____(Country name) to decide production plan to facilitate RINL to supply steel products and carry out the sale of steel products.

2.0 MOU Categories :

| | | |
|-----|---|-----------|
| C-1 | Blooms, Billets, Wire rod coils, Rounds & Structurals, Cast rounds etc. | Retailers |
|-----|---|-----------|

| Scheme Code No. | Products Interested | Required Qty (MT) Per Annum |
|------------------------------|---|-----------------------------|
| (Country Name) 20XX -20XX | Billets / Blooms (Sizes & Grades to be mentioned) | |
| | Wire Rod Coils (Sizes & Grades to be mentioned) | |
| | Structurals (Angles / Channels Beam ,Flats etc.) (Sizes & Grades to be mentioned) | |
| | Rounds & Cast rounds (Sizes & Grades to be mentioned) | |
| Total Quantity | | |

3.0 General terms of MOU :

- 3.1 MOU shall be valid for the period XX.XX.20XX to 31.03.20XX or part thereof. This MOU shall however be extended for such further period as may be determined by RINL and the customer, at the sole option of RINL.
- 3.2 Customer can select any one size or combinations of sizes indicated above and sign an MOU for the total quantity along with likely break-up of quantity-size wise.
- 3.4 The quantities under the MOU can also be reduced to 90% of the original MOU quantity. This option can be exercised by the customer at least 3 months prior to the expiry of MOU. In case MOU quantity has been enhanced at customer's request, the option for reduction in the quantity subsequently will not be available to the customer. RINL has an option to reduce the quantity to 90% of the MOU quantity at any point of time during the MOU period.



**Policy Guidelines for Sale of Material through Retailers in
International Marketing Office**

- 3.5 In case RINL is not able to supply the material against accepted orders during the last month of MOU period, RINL at its discretion may consider such quantities fulfilled or extend the MOU period for the subsequent month.
- 3.6 The customer acknowledges the ownership of RINL in all patents, trademarks, trade names, emblems and designs and the customer shall not take any steps to acquire rights over or title to, all or any of the above, by virtue of this MOU otherwise.
- 3.7 Both RINL and the customer shall maintain strict confidence and secrecy in respect of all information received by them directly or indirectly pursuant to this MOU and RINL and the customer shall use its best endeavors to ensure that their respective officers and employees maintain strict confidence and secrecy in respect of such information. Under no circumstances the information should be disclosed to any third party without prior written permission of the concerned party to the MOU. The covenants and obligations of this clause shall survive the termination of this MOU.
- 3.8 The validity, construction and enforceability of this MoU shall be governed and construed in accordance with laws of _____(Country).
- 3.9 RINL reserves the right to assign any of its rights or delegate any of its duties under this MOU with written notice to the customer.
- 4.0 Any notice, demand request or report to be given or made under this MOU shall be given or made in the English language in writing by letter, telex or facsimile and shall be deemed to have been given, in the case of a letter ten (10) days after posting; and in the case of telex or facsimile transceiver twenty-four (24) hours after dispatch provided always that if the deemed delivery date is not a normal business day in _____(Country name) or India then the delivery shall be deemed to take place on the first normal business day then following. The notice, demand, request or report shall be given or made at the address of the addresses stated at the commencement of this MOU or at such other address as such party shall have designated by notice in writing to the other party hereto. Notices given by letter shall be sent by registered post. In the case of notices sent by telex or facsimile transceiver confirmation copies shall be dispatched by registered post.

Name and designation of
RINL Officer

Name and designation of
Authorized signatory
of the Customer