

Soonixdrive

DEALER PARTNERSHIP AGREEMENT

This Dealer Partnership Agreement ("Agreement") is entered into on ____ ("Effective Date") between:

[YOUR COMPANY NAME], a company operating an online vehicle lead generation and inventory sourcing platform, hereinafter referred to as the "Platform",

AND

Dealer Name: _____

Dealership Name: _____

Authorized Brand(s): _____

Registered Address: _____

hereinafter referred to as the "Dealer".

The Platform and Dealer shall collectively be referred to as the "Parties".

1. PURPOSE

The purpose of this Agreement is to establish a business relationship whereby the Platform forwards customer inquiries and purchase leads to the Dealer for new vehicle sales, and the Dealer responds to such leads through the Platform.

2. DEALER ELIGIBILITY

The Dealer represents and warrants that:

- a) It is legally authorized to sell the vehicle brands listed during registration.
 - b) All licenses, registrations, permits, and authorizations required for vehicle sales are valid and maintained.
 - c) Information submitted to the Platform is accurate and complete.
 - d) The Dealer will immediately notify the Platform of any change affecting its eligibility.
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3. LEAD ACCEPTANCE

3.1 The Dealer shall accept a lead only when:

- The requested vehicle is genuinely available or expected to be available.
- The Dealer intends to actively pursue the sale.
- The Dealer has the ability to fulfil the customer's requirement.

3.2 The Dealer shall not accept leads merely to block competitors, collect customer information, or inflate response metrics.

3.3 Acceptance of a lead confirms that the Dealer has verified vehicle availability and intends to proceed with the transaction in good faith.

4. INVENTORY HOLD OBLIGATION

4.1 Upon accepting a lead through the Platform, the Dealer agrees to reserve the relevant vehicle for a minimum period of six (6) working hours.

4.2 During the reservation period, the Dealer shall not knowingly sell, allocate, transfer, or commit the reserved vehicle to another customer.

4.3 If circumstances beyond the Dealer's control make fulfillment impossible, the Dealer shall immediately notify the Platform.

4.4 Repeated failure to honor accepted reservations may result in suspension or termination of the Dealer account.

5. INVENTORY ACCURACY

The Dealer agrees:

- a) To provide accurate information regarding vehicle availability.
 - b) Not to advertise unavailable inventory.
 - c) Not to accept leads for vehicles that are not reasonably expected to be supplied.
 - d) To maintain current inventory information whenever requested by the Platform.
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6. VEHICLE CONDITION

The Dealer represents and warrants that:

- a) All vehicles supplied through Platform-generated leads shall be new vehicles unless otherwise disclosed.
 - b) Vehicles shall be free from undisclosed defects, accident damage, flood damage, unauthorized modifications, or material issues.
 - c) Vehicles shall be delivered in saleable condition consistent with manufacturer standards.
 - d) Any known issue shall be disclosed to the customer before sale.
 - e) All applicable pre-delivery inspections shall be completed.
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7. CUSTOMER INTERACTION

The Dealer agrees:

- a) To communicate professionally and honestly.
 - b) Not to engage in misleading sales practices.
 - c) Not to make false promises regarding pricing, delivery, financing, accessories, discounts, or availability.
 - d) To comply with all applicable laws and manufacturer policies.
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8. CUSTOMER FINANCE DISCLAIMER

8.1 The Platform acts solely as a lead-generation and lead-forwarding service.

8.2 The Platform does not guarantee:

- Loan approval.
- Financing eligibility.
- Creditworthiness of any customer.
- Availability of third-party financing.
- Completion of vehicle purchase.

8.3 The Dealer shall independently evaluate financing requirements and customer eligibility.

8.4 The Platform shall not be liable for any loss arising from financing rejection, financing delays, customer withdrawal, payment default, or customer misrepresentation.

9. NO GUARANTEE OF SALES

The Dealer acknowledges that:

- a) Lead acceptance does not guarantee vehicle sale.
 - b) The Platform does not guarantee customer purchase.
 - c) Customer decisions remain entirely voluntary.
 - d) The Platform does not guarantee lead conversion rates.
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10. PLATFORM ROLE

The Dealer acknowledges that the Platform:

- a) Is not the seller of any vehicle.
 - b) Does not own dealership inventory.
 - c) Is not a financing institution.
 - d) Is not responsible for negotiations between Dealer and customer.
 - e) Is not responsible for delivery commitments made by the Dealer.
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11. DEALER RESPONSIBILITY

The Dealer remains solely responsible for:

- Vehicle pricing.
 - Discounts offered.
 - Delivery commitments.
 - Vehicle documentation.
 - Registration.
 - Insurance arrangements.
 - Financing arrangements.
 - Customer satisfaction.
 - Warranty processing.
 - Compliance with applicable laws.
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12. PROHIBITED CONDUCT

The Dealer shall not:

- a) Submit false inventory information.
 - b) Manipulate lead status.
 - c) Misrepresent vehicle availability.
 - d) Misrepresent pricing.
 - e) Share Platform credentials with unauthorized persons.
 - f) Use customer information for unlawful purposes.
 - g) Harass customers.
 - h) Circumvent Platform policies.
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13. CUSTOMER DATA

The Dealer agrees:

- a) Customer information shall be used solely for responding to the assigned lead.
 - b) Customer information shall not be sold, transferred, rented, or shared with unauthorized third parties.
 - c) Applicable privacy laws shall be followed.
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14. RESPONSE STANDARDS

The Dealer shall make reasonable efforts to:

- Contact customers promptly.
- Provide accurate quotations.
- Update lead status honestly.
- Respond within timelines specified by the Platform.

Repeated non-responsiveness may result in account suspension.

15. AUDIT AND VERIFICATION

The Platform may verify:

- Dealership authorization.
- Inventory claims.
- Lead handling practices.
- Customer complaints.
- Compliance with this Agreement.

The Dealer shall cooperate with reasonable verification requests.

16. SUSPENSION AND TERMINATION

The Platform may suspend or terminate the Dealer account for:

- False inventory claims.
- Misleading customers.
- Repeated reservation violations.
- Fraudulent conduct.
- Unauthorized use of customer data.
- Material breach of this Agreement.

Termination may occur immediately in serious cases.

17. LIMITATION OF LIABILITY

The Platform shall not be liable for:

- Lost sales.
- Lost profits.
- Financing failures.
- Customer disputes.
- Delivery delays caused by Dealer.
- Inventory shortages.
- Customer cancellations.
- Indirect or consequential damages.

The Platform's total liability, if any, shall be limited to the amount paid by the Dealer to the Platform during the preceding three months.

18. INDEMNITY

The Dealer agrees to indemnify and hold harmless the Platform from any claims, damages, liabilities, penalties, losses, or legal expenses arising from:

- Vehicle defects.
 - Dealer misconduct.
 - Regulatory violations.
 - Misrepresentation.
 - Customer complaints caused by Dealer actions.
 - Breach of this Agreement.
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19. GOVERNING LAW

This Agreement shall be governed by the laws of India.

Any dispute shall first be attempted to be resolved amicably.

If unresolved, disputes shall be subject to the exclusive jurisdiction of the courts located in ____.

20. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties and supersedes all prior discussions, representations, and understandings.

ACCEPTANCE

By signing below, the Dealer confirms that it has read, understood, and agrees to be bound by this Agreement.

Dealer Name: ____

Dealership Name: _____

Authorized Signatory: ____

Signature: _____

Date: ____

Company Stamp (if applicable)

Platform Representative: _____

Signature: _____

Date: _____