

DEALERSHIP AGREEMENT

THIS DEALERSHIP AGREEMENT is made at _____ on this _____ day of _____ 20____ Between _____ Ltd. A company duly established and incorporated under the Companies Act, 1956 and having its Corporate Office at _____ hereinafter referred to as the "company", which expression shall always mean and include, its Managing Directors Board of Directors, Legal Representatives, Office Bearers, Successor in title and the assigns (THE PARTY OF THE FIRST PART).

AND

_____ Hereinafter referred to as the Dealer (Which expression shall always mean and include, unless repugnant to the context or meaning thereof his Legal Representatives, Heirs Successors, Administrators, Executors, and Assigns), (THE PARTY OF THE OTHER PART). WHEREAS the company is manufacturing and marketing various _____ products at _____.

AND WHEREAS in order to expand its selling activities the company is looking for a good and reliable dealer.

AND WHEREAS the dealer has offered to sell and deal in the _____ products of the company and WHEREAS the company has accepted the said offer of the dealer on the following mutually agreed terms and conditions.

NOW THEREFORE THE PARTIES HERETO AND HEREUNDER MUTUALLY AGREE AND DECLARE AS BELOW:-

1. The company has appointed the Dealer for _____ for sale, promotion, marketing and servicing in _____ products.
2. This Dealer shall sell, market all the _____ Products manufactured by the company and do all such acts, deeds, things which will generate sales, keep proper follow up of retail sale & render after sale service to the product sold by him or by the previous retailer during the warranty period & also later on.
3. Secrecy: The Dealer shall keep all the communication made with the company, any information, technical data, know-how supplied / disclosed by the company as a trade secret and shall not divulge the same to any third party, without prior written permission obtained from the company, in any manner, whatsoever and either directly or indirectly
4. Responsibility Of The Dealer:
 - a) To achieve minimum sales target fixed by the company from time to time.
 - b) Maintain showroom to display the products of the company.
 - c) Appoint maximum retail outlets in the area to cover all electrical shops & general stores etc.
 - d) Keep adequate stock for regular supply to Retail Outlets and Customers.

- e) Do all such acts, deeds & things, which will generate customer sales, supply, install and commission at the site, provide after sales service during the warranty period and afterwards also.
- f) Invest necessary finance in this business.
- g) Employ required manpower in this business.
- h) The company will be selling all _____ products to the dealer at Dealer rate.
- i) All manufacturing defects in the product (supplied by the company) if any will be
- j) rectified by the dealer, in warranty period and the cost of rectification will be reimbursed to the dealer by the company.
- k) The Company shall have right to appoint any other dealer in addition to dealer appointed under this agreement.
- l) The agreement is terminable prematurely by issuing one month prior written notice by either party, without assigning any reason.
- m) Consideration for dealer will be as per the company's current price list only.
- n) The mode of transporting company / agency will be the choice of the company in order to get the security of the goods in transport.

5. . Printing On Stationery:

The Dealer shall ensure that all the letter heads, bills, invoices, advertisement material, leaflets, brochures and any other correspondence relating to the product shall contain "Authorised Dealer of _____ Ltd.," _____ and _____ brand logo of the Company.

6. Unless the Dealer settles all his accounts with the company and obtains written no dues/no objection certificate from the company on that behalf, the Dealer will not be treated as relieved from this agreement and the terms of this agreement will be binding on the Dealer till then.

7. Jurisdiction:

Any dispute pertaining to interpretation, application, fulfillment / breach of any condition of this agreement shall be subject to exclusive jurisdiction of courts at _____ only and the company shall have the right to withhold all money till the final decision of the dispute by the Competent Court.

IN WITNESS WHEREOF SIGNED, SEALED AND DELIVERED ON THE DAY AND PLACE MENTIONED HEREINABOVE.

For _____ LTD.
(Company)
DIRECTOR

For _____
(dealer)
PROPRIETOR