

## **AGREEMENT BY MANUFACTURING COMPANY TO APPOINT AGENT FOR PARTICULAR AREA**

This Agreement is made on this .....day of..... 20..... between:

1. .... Ltd. Of ....., hereinafter called the manufacturer;

and

2. .... s/o ..... r/o ....., hereinafter called the agent.

1. Whereas the manufacturers are manufacturing ..... and are desirous to appoint an agent for the sale of its products.

2. And whereas the agent has approached and is willing to work as agent of the manufacturer.

### **NOW THIS AGREEMENT WITNESSES AS UNDER:**

1. The manufacturer appoints ..... as the agent of the products of the manufacturer for the area specified hereunder .....

2. The appointment of the agent is made by the Board of Directors with the condition that the appointment is subject to approval by the General Body at its first general meeting after the appointment of the agent and if it does not approve the agreement shall cease to be valid.

3. This appointment shall be effective for a period of ..... years from the date of appointment. However, the period can further be extended for the period not exceeding more than ..... years' on each period of extension.

4. The manufacturer undertakes that no retailing shall be made below the rates as under (here specify the rates).

5. The agent undertakes not to sell goods in retail below the rates given in the agreement

6. The agent shall be entitled to an agency commission of ....% on the sale price of the goods.

7. That the agent shall get the consignment on ..... days' credit. The agent shall make the payment of the consignment within ..... days' from the date of receipt of the goods.

8. That the manufacturer shall not sell the goods in the areas for which the agent has been appointed. All correspondence in this regard, if received by the manufacturer shall be forwarded to the agent for doing the needful.

9. The agent can appoint sub-agents in the areas of agency.

10. The manufacturer shall execute all orders of the agent according to availability of the stock with them.

11. That the agent shall not place any order for a quantity below the minimum supply of the goods. In the same way the manufacturer shall not supply below the minimum quantity of goods to the agent.

IN WITNESS WHEREOF the parties have executed these presents of the day, month and year first above written.

Sealed, signed and delivered

by Mr. A pursuant to Board Resolution dated ..... of X & Co. Ltd

\_\_\_\_\_  
(Secretary)

Sealed, signed and delivered by Mr. C. \_\_\_\_\_

Mr. C ( Agent )

In the presence of

1. ....

2. ....

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