

SOLE SELLING AGENCY AGREEMENT

THIS Agreement is made at.....this.....day of.....20... between:, a company incorporated under the Companies Act, 1956 and having its registered office at hereinafter called "the Company" (which expression shall unless it be repugnant to the context or meaning thereof, mean and include its successors and assigns) of the First Part

And

M/s., a partnership firm registered under the Indian Partnership Act, 1932 comprised of its partners viz. (1).....(2).....and (3)..... and having their office athereinafter called "the Agents"(which expression shall unless it be repugnant to the context or meaning thereof, mean and include the partners for the time being and from time to time constituting the said partnership firm, the survivors or survivor of them, the heirs, executors and administrators of such last survivor) of the Second Part.

WHEREAS the company is manufacturing various electronic and home appliance products and the agents, having a proper infrastructure to exhibit the company's products, have approached the company to appoint them as its Agent in the State of Rajasthan for the promotion and sale of the products of the company in the said area.

AND WHEREAS the company has accepted the offer of the agents to be its sole selling agents for the State of

NOW THIS DEED WITNESSETH AND THE PARTIES HERETO HEREBY AGREE AS UNDER

1. The company appoints the agents and the agents agree to act as the company's sole selling agents for the State of with effect fromor a period of five years for the promotion and sale of the company's products in the said area.
2. The agents shall sell the company's products and shall work conscientiously for the promotion and sale of company's products.
3. The agents shall sell the goods in retail at the retail rates fixed by the company. The agents shall not sell the goods in retail below the retail price fixed by the company.
4. The agents shall be entitled to a commission of% (..... per cent) on the net proceeds of the sale of such goods. However, the commission shall be payable upon money actually received and not on outstanding debts.
5. The company will not effect direct sale of its products within the area of the State of and all inquiries, orders and correspondence received by the company in relation to that area shall be forwarded to the agents to be dealt with.

6. The company shall supply the goods to the agents at its own cost and charge as early as possible after receipt of the order in writing.

7. The company shall reimburse to the agents all reasonable expenses for carriage or delivery of said goods, and other reasonable expenses attending the sale thereof.

8. The agents shall maintain proper accounts of (i) all goods received by them; (ii) the particulars of the sale thereof; (iii) all credits given on account of any goods. The company's executive and authorized officials shall be entitled to inspect such accounts at reasonable times, who may also take copies or extracts from the same or any of them.

9. The agents will submit true and proper accounts of (i) all goods received by them; (ii) all orders received by them; (iii) the particulars of all sales; (iv) other transactions made and (v) of all money received and spent by them for and on account of the goods of every quarter to the company in the first week of every quarter. The company will have the right to check the accounts with the account books.

10. The parties shall settle accounts respecting the sale of goods and other matters on the day in every year.

11. The company will be entitled to issue reasonable directions and instructions to the agents relating to the sale of the company's products or otherwise relating to the agency business during the continuance of the agency and the agents will be bound to obey and observe the said directions and instructions, unless prevented by unavoidable cause.

12. The agents shall not during the continuance of the agency buy, sell or deal in the products manufactured by the company, for or on account of any other person other than the company without the consent of the company in writing.

13. The agents shall not pledge the company's goods supplied to them without the consent in writing of the company.

14. The agents shall deposit with the company a security of Rs..... (Rupees Only) in cash for the due performance of this Agreement. The agents shall be entitled to simple interest at the rate of% per annum on the amount of the security deposited by them with the company, which shall be paid at the time of settlement of accounts every year. Without prejudice to its other rights, the company may at its discretion, adjust dues or losses suffered by it on account of breach or non compliance of the terms of this agreement from the security.

15. The company may terminate this agreement, if the agents fail to comply with the terms of this agreement or do not make satisfactory sale of the company's products. The company's opinion shall be final in this regard. However, the company shall give one month's notice to the

agents to submit its explanation on the grounds on which the company intends to terminate the agreement.

16. Either party may terminate the agreement by giving three months notice in writing to the other party. The accounts between the parties shall be settled and finally adjusted within the three months from the date of termination of agency.

17. On the termination of this agreement, the agents will deliver the goods that shall remain unsold and all books of account and documents relating to the said agency to the company.

18. The agents shall not assign or transfer the agency to any other person in any manner without the consent of the company in writing.

19. All disputes and differences of any kind whatever arising out of or in connection with this agreement shall be referred to the arbitration and final decision of an arbitrator to be agreed upon and appointed by both the parties or in case of disagreement as to the appointment of a single arbitrator to the appointment of two arbitrators, one to be appointed by each party and if there are two arbitrators, they shall before taking upon themselves the burden of reference appoint a third arbitrator who shall act as Presiding Arbitrator. This submission to the arbitrators shall be deemed to be a submission to arbitration within the meaning of the Arbitration and Conciliation Act, 1996 or any statutory modification thereof. The award of the arbitrator or arbitrators as the case may be, shall be final and binding on the parties.

20. This agreement shall be executed in duplicate. The original shall be retained by the company and duplicate by the agents. The agents shall bear the stamp duty and other expenses on the original and the duplicate of this agreement.

IN WITNESS WHEREOF, the parties have caused their common seal to be affixed to these presents and a duplicate thereof, the day and year hereinabove written

WITNESSES

1 The Company
For ABC Ltd.,
(.....)
Director

2. The Sole Selling Agent
For XYZ Associates
(.....)
Partner