

Agreement of Dealership between Manufacturer and Firm

This Agreement is made on this 25th day of February 2021 at Chennai

between:

1. **ARB ATTACHMENT** incorporated under the Companies Act, 1956 having its registered office at 187,1/238,Thiru.Vi.Ka High Road,Mylapore,Chennai-600004 hereinafter called the The Company of the one part ;

and

2. **XXXXXXXX**, a proprietorship concern consisting of , having its office at hereinafter called the Firm of the other part.

WHEREAS the manufacturer is engaged in manufacturing Agriculture Equipment and Sugarcane Harvester of different varieties.

AND WHEREAS the Firm has its own establishment and is making sales of the products of other companies and has shown its desire of selling the product of the company from its new showroom recently taken on rent.

AND WHEREAS the Company, after considering the proposals put forward by the firm has decided to appoint the Dealer.

NOW THIS AGREEMENT WITNESSES AS UNDER :

1. That the company hereby appoints the firm as its dealer to sell the products of the company.
2. That the appointment of the firm as dealer shall remain in force for two years from the date of this agreement, but this agreement may be renewed for the same period on the terms and conditioned that may be settled between the parties at that time.

3. That the firm shall keep the stock of the company for Rs.90,000,00/-(Ninty lacks) at any time. The firm shall submit a Monthly return of the product received, product sold and product in hand.
4. That the company not allows credit the firm on all invoices.
5. That advertisement material shall be supplied by the company to the firm in sufficient quantity in order to display the same at sales depot and for distribution in the areas of its operation.
6. That the Firm only bear 100% cost of rent, and staff subject to maximum of 14% of the invoice value of all products of the company sold to the firm. This amount shall be credited in running account of the firm with the company on quarterly basis.
7. That accounts between the parties shall be settled every Month and debit or credit notes shall be issued half yearly in order to square up the accounts.
8. That the firm shall make every effort to promote the sales of the company. In case it is felt by the company that the firm is not taking proper interest, it may terminate the dealership by giving one months prior notice.
9. That on termination of the agreement the accounts shall be settled within a fortnight. The company shall take back all unsold stock and settle the account.
10. That firm shall not sell any goods of the company on a price higher or lower than what may be fixed by the company from time to time.
11. That the firm is entitled to appoint sub-dealer, agents, salesmen clerk etc. in salary or commission basis, but with the condition that they shall work strictly within the terms any conditions of this agreement.

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

Sealed, signed and delivered

by Mr.

Resolution dated of

ARB ATTACHMENT Ltd. _____

Sealed, signed and delivered

by Mr.

XXXXXXXXXX.....

In the presence of

1.

2.