

AGREEMENT FOR SALE OF GOODS UNDER THE BUYER'S TRADE MARK

The Sale of Goods Act 1930

THIS AGREEMENT Is made at ... this ... day of... between Mr. A carrying on business at ... hereinafter referred to as the 'Seller' of the One Part and M/s A B & Co. Ltd., a Company registered under the Companies Act, 1956 and having Its registered office at... hereinafter referred to as the 'Company' of the Other Part.

WHEREAS the Company is a registered proprietor of a trademark and which trade mark is duly registered under the Trade & Merchandise Act, 1958 in the name of the Company. In respect of goods being ... The particulars of the said trade mark and the specifications and description of the said goods are given in the Schedule hereunder written and referred to as the said 'Trade Mark' and 'the said goods', respectively.

AND WHEREAS the Company is manufacturing and selling several types of goods under other trade marks registered in its name and therefore proposes to entrust the work of manufacturing the said specific goods mentioned in the Schedule hereunder written to somebody else and the Seller has offered to do so.

AND WHEREAS the parties have, therefore proposed to enter into this agreement re- cording the terms and conditions regarding the said transaction agreed upon between the parties in the manner following.

NOW IT IS AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. The Seller agrees to manufacture and supply the said goods described in the Schedule hereunder written to the Company. The Seller will supply and the Company shall buy the minimum quantity of... goods every month.
2. The goods so manufactured in every month will be transported by the Seller to the Company's factory at ... through a carrier and the transport charges will be paid by the Company.
3. Before taking delivery of the goods the Company will be entitled to examine them and verify whether they are according to the specifications and description mentioned in the Schedule hereunder written and If they or any of them are not according to the said specifications and description, the Company will be entitled to reject the same and inform the Seller accordingly. The rejected goods will lie at the Company's factory at the Seller's risk and the latter will arrange to remove them within a week from the receipt of intimation of rejection failing which the Company will be entitled to dispose of them or destroy them. If any price is received for such rejected goods the same will be given credit to the Seller.
4. The Company will also be entitled to reject such of the goods or the same shall be deemed to be rejected, if even after taking delivery, the said goods are rejected by the customers or in respect of which complaints have been received and such rejected goods will be taken back by the Seller as aforesaid failing which they will be disposed of or destroyed as aforesaid and the price If any recovered in respect thereof will be given credit to the Seller.
5. The Company will sell the said goods under the Trade Mark mentioned in the schedule hereunder written and the seller will not represent in any way that the said goods are sold by him under the said Trade Mark.
6. The Seller will sell the said goods only to the Company and not to any body else, provided that if any goods are manufactured in excess of the said minimum quantity and the company is not willing to buy such excess quantity from the Seller, the Seller will be entitled to sell such excess quantity to any other person but without the use of the said Trade Mark.
7. The said goods will be sold by the **Seller** to the Company at the price of Rs... per piece net and the payment of the price will be made by the Company to the Seller within a week from the delivery and acceptance of the goods as per the invoice sent by the Seller to the Company In respect thereof subject to what Is otherwise provided herein.
8. If the Seller fails to supply in any month less quantity than the minimum quantity to be supplied as aforesaid, then, unless the Company chooses to terminate this agreement, the balance quantity can be made good In the supply of the next month's quota.
9. The Company agrees and undertakes that it will not buy the same -type of goods from any other manufacturer or any other person during the pendency of this agreement.
10. If the Seller produces and delivers in any month more quantity than the said minimum the Company will not be bound to accept the excess quantity but if it accepts, the Company will pay the price thereof. In case of the seller intending to supply any excess quantity he shall give atleast on month's/week's notice previously giving intimation thereof to the Company.
11. Provided that if due to any force major cause, such as floods. fire. accident, or any other such cause including break-down of machinery, or strike of workers of the Seller, the Seller is not able to supply the minimum quantity in any month, the Seller will not be deemed to have committed breach of this agreement but in that event the Company will be entitled to purchase the quantity of goods not supplied or less supplied by the Seller from any other source.
12. The Seller will not be responsible to render any help to the Company In promotion of sale of the said goods or to render any sale-service. The sale of the said goods supplied to the Buyer, will be the responsibility of the Company.
13. The rights and benefits under this agreement will not be assignable by any party hereto without the consent of the other.
14. The Seller shall make available to the Company the data of the properties and characteristics of the said goods to enable the Company to give technical service and Information to the customers of the Company and to publish literature in respect thereof for promoting the sales.
15. Any warranties or conditions. statutory or otherwise, whether express or implied as to the quality or fitness for the purpose of the goods are expressly excluded. The Company shall give notice to the seller about the complaints to enable the seller to investigate the same.
16. This agreement will be in force for a period of... months from the date hereof.
17. If any party commits breach of any term of this agreement the other party shall be entitled to cancel this agreement by giving fifteen days notice in writing to the other and on the expiration of the said period this agreement shall stand cancelled unless the breach is remedied or condoned.
18. In the event of any dispute between the parties in respect of this agreement of whatsoever nature, the same shall be referred to arbitration of a common arbitrator if agreed upon failing which to two arbitrators, one to be appointed by each party hereto and the arbitration shall be governed by the Arbitration & Conciliation Act, 1996.

THE SCHEDULE ABOVE REFERRED TO

IN WITNESS WHEREOF the parties have put their hands the day and year first hereinabove written.

Signed and delivered by the withinnamed Seller ...

in the presence of

Signed and delivered for and on

behalf of M/s. A B & Co. Ltd., by its Managing Director

Mr. in the presence of