

Agreement for appointment of Wholesaler by Seller

AN AGREEMENT made on this _____day of _____BETWEEN SIGNARIES BUSINESS PRIVATE LIMITED Company, a company registered under the companies Act 1956 seller (Hereinafter called the seller) of the one part AND _____(Hereinafter called the Wholesaler) of the other part.

WHEREAS the seller are engaged in the marketing of products and are desirous of appointing a wholesaler for the sale of the same.

AND WHEREAS the wholesaler has approached the seller for appointment as the wholesaler for men wallet's goods of the seller and is willing to perform the duties as such.

NOW THIS AGREEMENT WITNESSES as follows:

1. The seller appoint Mr. -----as the wholesaler for the goods marketed by them for the area comprising by him as the wholesaler shall have exclusive right to sell the goods of the seller in the above mentioned area.
2. This appointment is being made by the Board of Directors subject to the condition that the appointment shall cease to be valid if it is not approved by the company in the first general meeting held after the date of this appointment (Approval by the company in the first general meeting held after the date of appointment is mandatory under section 294 (2) of the Companies Act, 1956.
3. This appointment shall last for a period of five years computed from the date of this agreement. It may, however, be extended for further periods not exceeding five years on each occasion. (Under section 294 (1) of the Companies Act, 1956, no company shall appoint a sole selling agent for a term exceeding five years at a time.)

4. The seller undertake not to sell their goods in retail below/above the following prices.
5. The wholesaler shall not sell the goods in retail below the prices mentioned under clause 4 of the agreement.
6. The wholesaler shall pay to the seller the sale proceeds which shall be determined as per the market value of the goods sold
7. The seller agrees that as the Consideration payable to them depends upon the market value of the goods sold by the wholesaler. It may fluctuate from year to year.
8. The wholesaler shall be entitled to a commission of 5% on the sale price of the goods.
9. The seller shall not affect direct sales of goods within the area mentioned in clause (1). All inquiries, orders and correspondence which the seller receive in relation to that area shall be forwarded to the sole agent to be dealt with.
10. The wholesaler may appoint sub-agents and representatives for the area covered by the sole agency. The seller shall not enter into any correspondence or dealings, direct or indirect, with them.
12. The seller agrees to execute the orders placed by the sole agent so far as the goods available with them permit. Neither do the seller's guarantee minimum supply of goods to the sole agent nor is the latter bound to place order for any minimum quantity of goods.
13. In case the terms of this appointment are varied by the Central Government in exercise of its power under section 294 (5), Companies Act, 1956, this appointment shall, as from the date as may be specified by the Central Government in its order of variation of terms, be regulated by

the terms and conditions as varied by the Central Government.

IN WITNESS WHEREOF the parties hereto have signed this agreement on the day and year first written above.

Dated this _____ day of _____

Name & designation of First Party

Signature

In presence of

Name & designation of second party

Signature

In presence of