

DEALERSHIP AGREEMENT

This Agreement is effective from this [DATE] at [PLACE]

BETWEEN

1. [LEGAL NAME OF ORGANISATION] incorporated under the Companies Act, 1956 having its registered office at [ADDRESS], through Mr. ____ as Authorized Representative, hereinafter to be referred to as The Company;

AND

2. [LEGAL NAME OF ORGANISATION], a partnership with Mr.____, Mr.____ and Mr. ____ as its partners, having its office at [ADDRESS], through its partner Mr. ____ hereinafter to be referred to as The Firm.

WHEREAS The Company is engaged in distribution of Computer Printers and its parts of [MANUFACTURING COMPANY].

AND WHEREAS The Firm has its establishment at [REGISTERED ADDRESS] and is making sales of the Computers, its accessories and all related products of various companies and has shown its desire of obtaining the goods of [MANUFACTURING COMPANY] From The Company for the purpose of selling them at the said establishment.

AND WHEREAS The Company, after examining the proposals put forward by The Firm has decided to engage it has Dealer in [CITY].

NOW THIS AGREEMENT WITNESSES AS UNDER:

1. That The Company hereby appoints The Firm as its authorized dealer to promote and sell the products of [MANUFACTURING COMPANY] in [CITY].
2. That the appointment of The Firm as authorized dealer shall remain in force for a period of four years from the date of this agreement, but may be renewed on the terms and conditioned that parties may decide mutually at that time.
3. Either party may terminate this agreement at any time, provided that it notifies the other party by registered letter, [NUMBER] days in advance

4. That The Firm shall keep the stock of The Company for Rs__ at any time. The Firm shall submit a detailed quarterly return of the products received, product sold and product in hand.
5. That The Company shall allow credit of one month to The Firm on all invoices generated but an interest of 12% per annum shall be charged on all payments received after the said period.
6. The cancellation of Orders or Special Orders by The Firm shall be subjected to the payment of an amount of [PERCENTAGE] of the value of the cancelled order.
7. That the promotion and advertisement material shall be supplied by The Company to The Firm in sufficient quantity so as to display the same at sales depot and for distribution in the [CITY].
8. That The Company shall bear 70% cost of staff and the training required, subject to maximum of 12% of the invoice value of the products of The Company sold to The Firm. This amount shall be credited in running account operating with The Company on quarterly basis.
9. That the accounts between the parties shall be settled half-yearly and debit or credit notes shall be issued in order to settle up the accounts.
10. The Company, every six months, shall train employees at the outlet in sales and after-sales services
11. That The Firm shall make every efforts 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 according to the above-mentioned clause
12. That The Firm shall not sell any goods of The Company on a price higher or lower than what is be fixed by the company from time to time.
13. That upon the termination of the agreement the accounts shall be settled within a period of forty-five days. The Company shall take back all unsold stock and square the account accordingly.
14. That The Firm is entitled to appoint sub-dealer, salesmen, agents etc. in salary or on commission basis, but with the condition that they shall work strictly within the terms and conditions of this agreement.

15. That any notice provided under this agreement shall be given by registered letter with acknowledgement of receipt to the registered address as indicated in this agreement.
16. This agreement contains the entire understanding of the parties and cancels and supersedes all prior discussions and agreements between the parties, whether written or oral.
17. That the in event of a dispute, the parties shall be governed by the provisions and laws of [GOVERNING LAW].

IN WITNESS HEREOF, each party to this Agreement has caused it to be executed at [PLACE OF EXECUTION] on the date as indicated above.

THE COMPANY

THE FIRM

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

LEGAL NAME AND TITLE OF

LEGAL NAME AND TITLE OF

AUTHROPIZED REPRESENTATIVE

AUTHROPIZED REPRESENTATIVE