

TERMS & CONDITION

1. That Super Stockiest while selling the principal's goods will not make any representation in the trade or give any warranty other than those committed in the Principal's brochure or confirmed in writing by the Principal.
 2. The stock from Super Stockiest towards the Company will be sent on F.O.R. destination basis with transit insurance.
 3. That Super Stockiest will sell the goods of the Principal only to the authorized Distributor and as per the price list given by the Principal from time to time. That Super Stockiest will keep the record of sales & stocks and shall submit all such details deemed necessary every fortnightly.
 4. That the Super Stockiest will make payment in favour of:-
Alkush Industries, Payable on Account in **STATE BANK OF INDIA, Account No.10667995844.**
(IFSC Code No.SBIN0000586) Ranipur Branch, HARIDWAR.
- OR**
- Alkush industries, Payable on Account in **HDFC Bank Account No. 01302560003543.**
(IFSC Code: HDFC0000130), Daman Branch.
 5. The Super Stockiest will execute all orders received from the Distributors within 2 Days on receiving the order.
 6. That the Principal will give replacement of the defective goods if the same is found defective due to manufacturing process. All such replacements will be sent to Super Stockiest, within reasonable time. This replacement statement should be submitted to the principal every month.
 7. That the Super Stockiest Total Margin **6% (Margin) + 2% (Freight) Total 8%.**
 8. That Super Stockiest will submit following documents regularly:-
 - a) Monthly consolidated statement as per prescribed format of principal.
 - b) Monthly sampling statement, trade promotion and offer statement etc (if any).
 9. The parties reserve rights to enforce the terms and conditions or the provisions of this agreement at any time at the non compliance of the provisions of this agreement.
 10. No modification or amendment of this agreement shall be binding unless agreed to by the parties in writing.
 11. The agreement will be governed by the laws of India.
 12. Any financial transaction carried out with the field staff or personnel of the principal in any form will be treated as personal transaction between the Super Stockiest and the concerned individual The Principal will not be liable for any such transaction.

13. The second party will hold the stock and the goods and all the records and documents pertaining to the transaction absolutely in proper order and harmless. The principal shall not be liable towards any dispute, damages or cause of action arose between Super-stockiest and distributors and super retailers etc.
14. That if Super Stockiest fails to comply with the terms and conditions of the agreement or unable to perform the business in the stipulated areas under this agreement , his appointment as Super Stockiest can either be amended or reduced or cancelled by giving two weeks prior notice .
15. It is agreed that principal shall not be liable towards any delay, breach or failure in complying with the terms and conditions of this agreement caused due to the act of God,Fire,Floods,Explosions,War,Civil commotion ,Strikes, Lock out and statutory prohibitions etc.
16. In case, Super-stockiest wishes to terminate this agreement, he will have to serve two months prior notice containing the reasons for terminating the agreement and in such situation, the principal shall have every right to appoint another Super Stockiest and before the expiry of the notice period, the Super Stockiest will hand over all the records and due payments to the principal and Super Stockiest will be fully responsible to settle entire accounts relating to the transaction under this agreement.
17. The Company and Super Stockiest will be Responsible for sale growth. Company will be available P.O.P. and Adverting Material. Sales staff will be appointed by company but observation by Super Stockiest.
18. The Principal reserves the right to terminate the agreement with Super Stockiest herein before the expiry of the term and in such case, the Principal will have authority to transfer the due stocks as per his records to another Super stockiest and the settlement of any type of dues will be made before the termination of the agreement.
19. Arbitrations: In the event of any dispute, controversy or claims arising out of or relating to this agreement or the breach, termination or invalidity there of, the parties shall endeavor to resolve the same in an amicable manner is consonance with the spirit of the transaction recorded in this agreement. If, however, parties fail to resolve such dispute through discussion as above, the same shall at the request of either party, be referred to and settled by arbitration in accordance with. The provisions of Arbitration and Conciliation Act, 1996.The place of Arbitration shall be at DAMAN and the language to be used in such Arbitration Proceedings shall be English. Any judgment, decision or award of the Arbitrator shall be final and binding on the parties and shall be enforceable in any court of competent jurisdiction.

Note: This is a Sample Copy of Agreement it's used only for the Induction Training it Doesn't Carry any Legal Values. This Numbers of Topics has provided for Guide line to the Super Stockiest to be appointing By Our Sales Team.

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