

AGENCY AGREEMENT

THIS AGREEMENT

is made on [dated]

Between

1. [Your Company], a company incorporated in the Republic of India having its principal place of business at : [address of company]

(the “ PRINCIPAL / SUPPLIER”)

And

2. A company incorporated in the [Name of the country] with registered address at:
[address of company]

(the “AGENT”) –

Exclusive or nonexclusive

Whereas

A. The Principal / Supplier agrees to sell the product(s) to the Agent for Distribution in the designated Territory

B. The Agent agrees to represent the Principal / Supplier for the product(s) in the territory designated for the [name of product] C. Function of agent: Agent shall promote and do marketing for [mention products name] in the [name of country]

IT IS HEREBY AGREED AS FOLLOWS:-

1. INTERPRETATION

1.1 In this agreement, unless the context otherwise requires:

“Force Majeure”

means, in relation to either party, any circumstances beyond the reasonable control of that party (including, without limitation, any typhoon, Earth quake, volcano eruption, flood or other form of natural catastrophe or Act of God; any strike, lock-out or other form of industrial action; any acts, restrictions, regulations, By-laws, prohibitions, requisitions or measures of any kind on the part of any Governmental, parliamentary or local authority; and any war, civil commotion, insurrection, embargo or other acts of third parties);

1.2 Any reference in this agreement to “writing” or cognate expression includes a reference to telex, cable, facsimile transmission or comparable means of communication.

1.3 Any reference in this agreement to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

2. RIGHTS AND OBLIGATIONS OF THE PRINCIPAL / SUPPLIER

2.1.1 The Principal / Supplier shall be obliged to supply the said Product(s) to the Agent base on their enquiry.

2.1.2 The Principal / Supplier shall render technical assistance to the Agent in promoting the Product(s).

2.1.3 All transactions shall be subject to acceptance by the said Principal / Supplier

2.1.4 Unless otherwise agreed upon, the agent shall invoice the good(s) directly to the ultimate buyer.

2.1.5 Unless otherwise agreed upon, payment for any purchases from the Principal / Supplier shall be made by Irrevocable Letter of Credit to be opened in a nominated banking institution by the Principal / Supplier. Production of goods ordered shall not commence until Letter of Credit has been advised to and accepted by the Principal / Supplier or otherwise agreed upon between the parties.

3. APPOINTMENT OF AGENT

3.1 The Principal / Supplier hereby appoints the Agent as its agent for the resale of the Product(s) in the Territory, and the Agent agrees to act in that capacity, subject to the terms and condition of this Agreement.

3.2 Notwithstanding clause 3.1 above, the Principal / Supplier shall be entitled to promote, market and / or sell the products in the Territory, and also to appoint any other agent or distributor for the promotion, marketing and / or selling the Product(s) within the Territory for other industries.

3.3 The Agent shall comply with all applicable laws and regulations relating to the sale of the Product(s) in the Territory and shall notify the Principal / Supplier of any changes in the Laws and regulations in the Territory.

3.4 The Agent shall not:-

3.4.1 obtain the Product(s) (or any other goods which compete with the Product(s) for resale from any person, firm or company other than the Principal / Supplier, including but not limited to the manufacture or any other agent or distributor of the Product(s);

3.4.2 engage in any conduct, which, in the opinion of the Principal / Supplier, is prejudicial to the Principal's / Supplier's business or marketing of the Product(s) generally;

3.4.3 sell the Product(s) to any customers in any country unless the principal / supplier is informed, which is: a. Outside the Territory; or b. Within the Territory if to the knowledge of the Agent that customer intends to resell the Product(s) in any other country, which is outside the Territory.

3.5 The Agent shall not deal with and shall promptly refer to the Principal / Supplier all requests for Quotation or orders for the Product(s) by customers and / or potential customers resident or carrying on business outside the Territory, and all requests for quotation or orders for the Products for sale, use, or consumption outside the Territory.

3.6 The Agent shall not take part in any dispute or institute or defend any proceedings or settle attempt to settle or make any admission concerning any dispute proceedings or other claim relating to the Product(s) or any other contract concerning the Product(s) or relating to the affairs of the Principal / Supplier generally. The Agent will immediately inform the Principal / Supplier of any of the foregoing and will act in relation thereto only and in accordance with the instructions of the Principal / Supplier.

4. SUPPLY OF THE PRODUCTS

4.1 The Agent shall, in respect of each order for the Product(s) to be supplied hereunder, be responsible for:

4.1.1 ensuring the accuracy of the order;

4.1.2 providing the Principal / Supplier with any information which is necessary in order to enable the Principal / Supplier to fulfill the order and to comply with all the regulations applicable to the Territory; and

4.1.3 obtaining the necessary import licenses, certificates of origin or other requisite documents, and paying all applicable customs duties and taxes in respect of the importation of the Product(s) into the Territory and their resale in the Territory.

4.2 The title to any consignment of the Product(s) shall not pass to the Agent until the Principal / Supplier has received payment in full in respect of the goods sold to the Agent.

4.3 Risk of loss of or damage to the Product(s) shall pass to the agent at the point the goods have been delivered to the Agent or the Agent's carrier, as the case maybe.

5. PAYMENT FOR THE PRODUCT(S)

5.1 Prices for all Product(s) to be supplied hereunder shall be determined from time to time by the Principal / Supplier and notified to the Agent.

5.2 All payments shall be made by the Agent in either Indian rupees or US Dollars or any other currency by transfer to such bank account as the Principal / Supplier may from time to time notify in writing to the Agent, shall be made free and clear of and clear of and without deduction or deferment in respect of any demand, set-off, counter claim or other dispute or in respect of any foreign withholding or other taxes or duties of any nature. If the Agent is required by Law to make any deduction or withhold a sum from amount payable under this agreement, it shall increase the amount payable so as to ensure that the Principal / Supplier receives and is entitled to retain, after such deduction or withholding, the sum which it would have received and be entitled to retain had that deduction or withholding not be required.

5.3 If the Agent fails to pay for the Product(s) supplied by the Principal / Supplier within 30 (thirty) days after the date of the invoice thereof, the Principal / Supplier shall be entitled (without prejudice to any other right or remedy it may have) to:

5.3.1 Cancel or suspend any further delivery to the Agent;

5.3.2 Charge the Agent interest on the price at the rate of twelve (12%) per annum from the date the payment became due until actual payment is made (irrespective of whether the date of payment is before or after any judgment or award in respect of the same).

6. WARRANTIES AND LIABILITY

6.1 No warranties, expressed or implied, including but not limited to, any implied warranty of merchantability of fitness for any purpose, are made or deemed to have been made by the Principal / Supplier.

6.2 The Agent agrees to hold harmless and to indemnify the Principal / Supplier against all costs, claims or demands that may be made against it arising from the negligence of any kind by the Agent in the sale of the Product(s).

6.3 The Principal / Supplier shall not be responsible to the Agent or any other party in respect of any claims arising out of the sale of the products by the Agent.

6.4 Notwithstanding anything to the contrary in this Agreement, the Principal / Supplier shall not be liable to the Agent by reason of any representation or implied warranty, condition or other term or any duty at common law, or under the express terms of this Agreement, for any consequential loss or damage (whether for loss of profit or otherwise and whether occasioned by the negligence of the Principal / Supplier or its employees or Agent or otherwise) arising out of or in connection with any act or omission of the Principal / Supplier relating to the manufacture or supply of the Product(s), their resale by the Agent or use by any customer.

7. FORCE MAJEURE

7.1 If either party is affected by the Force Majeure it shall forthwith notify the other party of the nature and extend thereof.

7.2 Neither party shall be deemed to be in breach of this agreement, or otherwise be liable to the other, by reason of any delay in performance, or non-performance, of any of its obligations hereunder to the extend that such delay or non-performance is due to any Force Majeure of which it has notified the other party; and the time for performance of that obligation shall be extended accordingly.

7.3 If the Force Majeure in question prevails for a continuous period of six (6) months, the parties shall enter into bona fide discussions with a view to alleviating its effects, or to agreeing upon such alternative arrangements as may be fair and equitable.

8. DURATION AND TERMINATION

8.1 This Agreement shall be come into force on the day specified at the head of this agreement and shall continue to be in force. This agreement shall automatically renew on the same terms and conditions for successive two (2) year period until so terminated. If either party elects to terminate this agreement, a written notice shall be delivered to the other party at least sixty (60) days prior to the expiration of the then current agreement.

8.2 The Principal / Supplier may by written notice to the Agreement terminate this Agreement immediately upon the happening of any of the following events:

8.2.1 If and encumbrances takes possession or a receiver is appointed over any of the property or assets of the Agent;

8.2.2 If the Agent's ability to carry out its obligations hereunder is prevented or substantially interfered with for any reason whatsoever (whether or not within the control of the Agent) including without limitation by reason of any regulations, law, decree or any act of state or other action of a government;

8.2.3 If the Agent commits any breach of any of its obligations hereunder and fails to remedy such breach within thirty (30) days of receipt of the Principal's / Supplier's written notice specifying such breach.

8.3 Any waiver by either party of a breach of any provision of this Agreement shall not be considered as a waiver of any subsequent breach of the same or any other provision of this Agreement.

8.4 The rights to terminate this Agreement given by this clause shall be without prejudice to any other right or remedy of either party in respect of the breach concerned (if any) or any other breach.

9. CONSEQUENCES OF TERMINATION

9.1 Upon termination of this Agreement the Agent shall settle all unpaid invoices within 30 (thirty) days.

9.2 The Agent shall have no claim against the Principal / Supplier for compensation for loss of distribution rights, loss of goodwill or any similar; and

9.3 Subject as otherwise provided herein and to any rights or obligations, which have accrued prior to termination, neither party shall have any further obligation to the other under this Agreement.

10. TRADE MARKS

10.1 The Agent shall not without the Principal / Supplier prior consent in writing offer the Product(s) for sale otherwise than under their original trade names or trademarks without any addition thereto.

10.2 Registration and maintenance of trade names and / or trademarks for the Product(s) within the Territory, if required, is the Principal / Supplier sole responsibility.

10.3 The Agent shall inform the Principal / Supplier forthwith of any known infringements of the supplier trade names and / or trademarks.

11. GOVERNING LAW

11.1 This agreement shall be governed by and construed in all respects in accordance with the laws of Singapore, and each party submits to the non-exclusive jurisdiction of the Singapore Courts.

11.2 Service of any legal proceedings concerning or arising out of this Agreement may be affected in any manner permitted for notices or other communication(s) under this Agreement.

12. NOTICES AND SERVICE

12.1 Any notice or other information required or authorized by this Agreement to be given by either party to the other may be given by hand or sent (by first class pre-paid post, cable, facsimile transmission or comparable means of communication) to the other party at an address referred to at the head of this Agreement or such other address notified by a party to the other.

12.2 Any notice or other information sent by cable, facsimile transmission or comparable means of communication shall be deemed to have duly sent on the date of transmission.

13. SUBSTITUTION

This Agreement completely supersedes any and all previous agency or sales arrangements, which may exist between the parties and the parties hereto acknowledge and agree that no obligations based on any previous arrangements shall exist anymore.

Signed by the duly authorized representative of the Supplier and Agent on the date first mentioned.

Signed by: PRINCIPAL / SUPPLIER
Date:



Name:
Designation:
for and behalf of

Signed by: AGENT
Date:



Name:
Designation:
for and behalf of

WITNESS OF SIGNATURE

NOTARIZED
BY

NOTARY
PUBLIC



IS HERE