

IND-BIZ-102



Net Lawman Ltd
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Schedule – Marketing As



IND-BIZ-102 Marketing

This agreement is dated

It is made between [Company name] (the "Company")

And

[Company's name] of [Address]

Definitions:

Following definitions apply:

different interpretation:

"Agreement"

Marketing Assistance

"Assistance"

and sales promotion and services as more elaborately set out hereinafter;

"Effective Date"

the signing of the instant

"Products"

offered for sale from time to time by the Marketer and any other person(s) mutually agreed by the Parties

"Territory"

the state / territory allotted to

"Net Price"

the net price of the Products sold by the Marketer, exclusive of taxes and duties, freight and packing costs;

"Confidential Information"

any information obtained or disclosed, in any form, to all data, documents, correspondence, reports, programmes, brochures, press/customer information, and any and all other trade secrets, know-how and knowledge or information of the business, practices and procedures provided or communicated by either Party in connection with the performance of this Agreement.

These are the agreed terms

1 Summary of agreement

- 1.1 The Company is a private limited company incorporated in India under the Companies Act, 2013, engaged in the activity of manufacturing and selling (products) in the Territory.
- 1.2 Marketer is a private limited company incorporated in India under the Companies Act, 2013, engaged in the activity of manufacturing and selling (products) in the Territory. Marketer has substantial marketing experience and a well established marketing network.
- 1.3 For the purpose of this Agreement, the Company shall seek and receive the assistance from Marketer and Marketer shall provide such assistance to the Company.

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Marketer has substantial marketing experience and a well established marketing network.

For the purpose of this Agreement, the Company shall seek and receive the assistance from Marketer and Marketer shall provide such assistance to the Company.

2 Scope of Work

Marketer hereby agrees to avail, in the manner and on the terms and conditions contained in the attached Schedule 1, the services of Marketer for the purpose of the Products in the Territory contained and explained in Schedule 1.

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3 Assignment and subcontracting

- 3.1 Neither of the Parties shall assign this Agreement or any of their obligations hereunder without the written consent of the other Party.
- 3.2 Marketer, its agents, contractors, subcontractors and employees shall, at its discretion, through a subcontractor, subcontractors and employees, discharge its obligations hereunder, provided that such subcontractors and employees shall be approved by Marketer.
- 3.3 Marketer shall be liable for all acts and omissions of its agents, contractors, subcontractors and employees and shall always keep and hold the Company harmless in respect thereof.
- 3.4 Company shall not be liable for any acts and omissions of its agents, contractors, subcontractors and employees and shall always keep and hold Marketer harmless in respect thereof.

Neither of the Parties shall assign this Agreement or any of their obligations hereunder without the written consent of the other Party.

Marketer, its agents, contractors, subcontractors and employees shall, at its discretion, through a subcontractor, subcontractors and employees, discharge its obligations hereunder, provided that such subcontractors and employees shall be approved by Marketer.

Marketer shall be liable for all acts and omissions of its agents, contractors, subcontractors and employees and shall always keep and hold the Company harmless in respect thereof.

Company shall not be liable for any acts and omissions of its agents, contractors, subcontractors and employees and shall always keep and hold Marketer harmless in respect thereof.

4 Warehouse and transportation

The Company may acquire by purchase or lease, or depot or branch office other than the warehouse or depot or branch office forming part of the existing marketing network of Marketer under this Agreement shall not be used for other than the products or branch offices unless otherwise agreed in writing between the Parties.

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5 Orders for supply

- 5.1 All orders received and forwarded to the appropriate person at the Company shall be subject to acceptance by the Company.
- 5.2 Immediate acceptance by the Company shall intimate the acceptance of the order.
- 5.3 Subject to the above, the Company has the absolute discretion to decline or accept an order and shall not be entitled to any remuneration from the Company;
- 5.4 On acceptance of an order from customers, all dealings between the Company and the customer shall be on a principal to agent basis.
- 5.5 Upon the acceptance of an order, the Company shall be responsible for the order in accordance with the terms of the order; and, in respect of any goods supplied, and supplies against, the order; and, in respect of any goods supplied, the Company shall be responsible therefor;
- 5.7 Notwithstanding the above, the Company shall not be entitled to any remuneration from a customer referred to the Company for assistance on any grounds other than:
 - 5.7.1 if the order is for a product for which the order is placed with the Company; and
 - 5.7.2 if such assistance is required to comply with applicable laws;

6 Fees and remuneration

- 6.1 In consideration of the services provided by the Marketer under this agreement, the Company shall pay to the Marketer a fee of the orders by the Company in the assistance of the Marketer, in respect of the Net Price of the Products supplied, of $(\%)$ of the Net Price of the Products supplied.
- 6.2 Marketer shall invoice the Company after raising its invoice for the fees within 14 days of the date of such invoice in accordance with the terms of the invoice.
- 6.3 In addition to the fee payable, the Marketer shall be entitled to be reimbursed for any costs and expenses incurred in the process of the order and shall be paid by the Company.

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