

**AGREEMENT**

THIS DEED Of MARKETING is made at Chandigarh on this \_\_\_\_ day of -----, 20\_\_\_\_ between:

Punjab Argo Juices Limited (**PAJL**), through its \_\_\_\_\_, having its registered office at Plot No.2-A, Sector 28-A, Madhya Marg, Chandigarh (Herein referred to as "**PAJL**" which term shall where the context so admits include their assignees, executors, successors, legal representatives and administrators) on the one part.

AND

\_\_\_\_\_ (Hereinafter called "**Distributor**") which term shall where the context so admits include their assignees, executors, successors, legal representatives and administrators) on other part:

WHEREAS Punjab Agro Juices Ltd. (PAJL) is engaged in manufacturing & marketing of fruit juices, beverages, concentrates, pastes from different fruits and vegetables & other products and procurement at its plant at Hoshiarpur and Abohar.

AND WHEREAS \_\_\_\_\_

\_\_\_\_\_ is engaged in the business of marketing and distributorship of various products across the state of Punjab and other states.

PAJL has agreed to appoint Distributor for Sales of 'Punjuice' Brand Juices, beverages, concentrates, pastes and other approved products introduced from time to time in \_\_\_\_\_ District.

WHEREAS PAJL and DISTRIBUTOR agrees to enter into an agreement to distribute the above stated products on the following terms and conditions

1. That the Distributor hereby agrees to sell only 'Punjuice' Brand Products and allied products made available by PAJL through various retailer outlets at the rates fixed from time to time.

2. That the Distributor shall give Bank Guarantee of equivalent amount of one month sales against which the credit sales facility will be given upto one month from the date of supply and in case the value of sales exceeds the amount of Bank Guarantee, the material will be supplied against 100% advance payment in the shape of demand draft only. The time limit for credit sales equivalent to amount of Bank Guarantee shall be one month from the date of supply. Further the Delivery of the products shall be Ex-Plant/Ex-Branch Sales office.
3. That PAJL reserves its right to amend, alter or revise the prices and retailer margin from time to time without any advance notice.
4. That the distributor shall be required to collect demand from the Retailers, deliver products as per their requirement and collection of money of the products supplied.
5. That in case of delay in taking delivery of consignment from road transport/rail, demurrage/warfare, if any will have to be borne by Distributor himself.
6. That in case the products are having any manufacturing defects, the same shall be replaced during the shelf life of relevant product free of cost.
7. That the distributor shall ensure availability of sufficient quantity of stocks to meet the demand of market at all time.
8. That the distributor shall be required to achieve the periodical target sale (for which he will have to furnish performance bank guarantee of sufficient mutually agreed amount). Failing which, the distributorship shall be cancelled after one month notice and no reason is required to be given to the distributor.

9. That the distributor shall not deal with any other products of any other competitor for the products he has been allotted PAJL's distributorship.
10. That the distributor shall be responsible for ensuring that customer complaint is attended on priority and efforts to ensure aim of zero complaint in consultation with PAJL.
11. That the distributor shall ensure the compliance of the entire statutory and legal requirements as per prevailing laws/rules/practices and procedures/Act etc as applicable by the competent authorities from time to time.
12. That the distributor shall not temper with the seals of PAJL products before effecting any sales and shall not use the logo of Punjuice in any form without prior approval.
13. That the distributor shall keep proper accounts of the products of PAJL and shall produce the same on demand by PAJL.
14. That in case any outstanding amount is found to be recoverable from the distributor, the shall be recovered by deducting the same from the advance payment received in PAJL or from the security amount deposited. Further if the amount is not still fully recovered, the same shall be recovered under the provisions of the law.
15. That the PAJL reserves the right to appoint a distributor in any area keeping in view the performance and expected sale/untapped area.
16. That the PAJL reserves the right to make direct supplies to all the Defence Forces, CSD, Railways other Govt./Semi Govt. organization/ Institutions and Juice-cum-Snack Bars and to meet the requirement in any manner.
17. That the responsibility of PAJL in respect of quantity of stocks and quality except manufacturing defects shall cease as soon

as the products are dispatched to the distributor in sound condition.

18. That the Distributor will deposit Rs.50,000/- for each district or Rs.1,00,000/- for a cluster of districts/state as Security deposit with PAJL in the shape of Demand Draft (which shall bear no interest) or Bank Guarantee of equivalent amount from a Nationalized Bank.
19. That the Distributor will be entitled for mutually agreed margin and billing shall be done of the goods at the Ex-plant or Ex-Branch as the case may be.
20. That the present agreement is a commercial agreement and shall remain in force for One year. Failing to achieve the sale targets for PAJL products will lead to cancellation of distributorship after giving one month's notice and PAJL will not be liable for any thing (damages or cost for winding up or for reputation loss) arising out of cancellation of distributorship.
21. That In case of any dispute between the parties the matter shall be referred to Chairman, PAJL or his nominee (s) under the Arbitration and Reconciliation Act, 1996 as amended from time to time whose award shall be final and binding for all the parties. In case, Chairman, PAJL appoints his nominee in the above matter and nominee refuses to act or unable to act for any reason as an Arbitrator, the Chairman is further competent to appoint any subsequent nominee(s).
22. The Chandigarh Courts shall have the exclusive jurisdiction in case of other dispute between the parties.

In witness thereof, the parties above named have executed this Agreement on the date and day mentioned above in presence of Witnesses.

**Place:** Chandigarh

**Date:** \_\_\_\_\_

PAJL

DISTRIBUTOR

Shri \_\_\_\_\_

Shri \_\_\_\_\_

Designation: \_\_\_\_\_

Designation:

\_\_\_\_\_

PAJL

DISTRIBUTOR

**Witness:**

1) Name & Address

2) Name & Address