



[SUPER STOCKIST AGREEMENT FORMAT]

Agreement

This Memorandum of agreement is entered on this date between PINK CITY MILLS at Jaipur (Raj.) 302001 and .M/S -----(Here after referred as '**Super Stockist**') , whereas the Principals have agreed to market their Products through '**Super Stockist**' w.e.f. _____ and Principal desire to have written following terms and conditions by this elaborate memorandum of agreement .

IN WITNESS WHERE OF THE TERMS AND CONDITIONS ARE AS FOLLOWS ;-

- The '**Super Stockist**' Agreement is effective from _____ for the Period of One Year . This Agreement may be renewed after One year as per mutual agreement between the company and the '**Super Stockist**' .
- That '**Principal**' hereby appoint . M/S -----for the sale of their products in assigned territory of----- Region . of India .
- The '**Super Stockist**' will have a warehouse to store the goods the goods and all the relevant expenses on the safe storage of the goods will be taken care by the '**Super Stockist**' .
- The '**Principal**' will sale the product to '**Super Stockist**' @ ...42.. % Trade discount on MRP Inclusive of GST for all the Fancy/Box Items and the other Spices will be supplied at the minimum Fix rate which can be changed in due course of time as per change in market rates (current sheet attached herewith) . In CTC (Cost to Company) '**Super Stockist**' margin will be Rs 5 to 7 per kg.
- The '**Principal**' will provide all the marketing related tools like catalogue , Leaflets . Posters , Pamphlets , Banners etc. In consultation with '**Super Stockist**' in the assigned territory .
- The '**Super Stockist**' will ensure a minimum sale of Rs **10 Lakh** per month for the eligibility of '**Super Stockist**' as per the assigned territory . '**Super Stockist**' will get 1.5% as Cash Discount .

ADDRESS: **93, JHALANIO KA RASTA, KISHANPOLE BAZAR, JAIPUR, PH: 0141-2313345, 2314817**



- All sales consignment shall be sent by the '**Principal**' to the '**Super Stockist**' on advance payment basis and account shall be cleared bill to bill by the '**Super Stockist**' on monthly basis by way of issuing A/C statement .
- That the books of accounts , records , vouchers and other related records register shall be true and correctly maintained by the '**Super Stockist**' and the same will be available in the '**Super Stockist**' office for the inspection at any time by the '**Principals**' or their authorised agents.
- That the '**Super Stockist**' will be responsible for the payment of GST to the concerned authorities for the sale made by him and any default in this regard shall be the sole liability of '**Super Stockist**'.
- That the '**Super Stockist**' shall be wholly responsible for the collection of the sale proceeds made by him and remittance thereof to the '**Principal**' as per the terms of the trade. Any default or non compliance of terms of the Agreement shall be taken as the breach of the contract and the '**Principal**' shall be free to discontinuance of the business with the defaulting '**Super Stockist**' and further appoint another Agent with two months prior information .
- That the '**Super Stockist**' shall be the sole Agency which will operate within the assigned territory of _____ Region only and shall not cross his territory as well as interfere in the territory assigned to other Sales Agent. Further the '**Super Stockist**' shall not deal in any other spices Brand in the category for which he has been assigned by the '**Principal**'. Moreover , no other '**Super Stockist**' shall be appointed by the '**Principal**' and entrusted to operate within the assigned territory of the '**Super Stockist**' in any manner. In addition to this, the '**Super Stockist**' is at liberty to assign the Sub- Super Stockist / Retailer to any potential individual/Organisation/ Firm etc. To market the product of the '**Principal**' at such terms and condition set forth between the pertain thereto. That the '**Super Stockist**' will look after all the business interest in his assigned territory.
- That the '**Super Stockist**' shall ensure safe and sound custody of goods , so that the goods may not be damaged or stolen. In case of damage or loss in Transit , the company will give the " Credit Note " to '**Super Stockist**' against satisfactory report. The '**Super Stockist**' shall ensure sale of the entire product with in Expiry time period.
- The Transportation cost shall be borne by the Company Till door of '**Super Stockist**' .
- The '**Super Stockist**' will bear Godown Rent , loading unloading , courier, Phone Fax charges and freight charges and all other incidental charges .



- Each & Every Goods in stock of '**Super Stockist**' will be taken back at the time of settlement (Discontinuation of business between both parties). All the claims will be settled within 30 Days of termination & company will pay credit amount to '**Super Stockist**'.
- The Damaged goods may be returned to the company as under before expiry.
 - Agmark items in Pouches will not be taken by company after expiry.
 - Fancy / Box Items will return back.
- . In case Fancy/Box items have been returned after date of Expiry 30% of the actual value of the returned goods will be deducted by the '**Principal**' & if '**Super Stockist**' return before expiry company will not deduct any value . The freight will be borne by the agent. The value of the returned goods would be paid through credit note.
- Any dispute arising between the parties shall be subject to Jaipur and _____ Jurisdiction.

In witness where of the parties have signed this agreement on the day and years written above in presence of the following witness

(Authorised Signatory)

Super Stockist

WITNESS.

1.

2.

PINK CITY MILLS

93, JHALANIYO KA RASTAKISHANPOLE BAZAR ,

JAIPUR-302003

Email. pinkcitymills@yahoo.com

Visit us : www.pcmspices.com

(Authorised Signatory)

PINK CITY MILLS

Address/Mobile

ADDRESS: **93, JHALANIO KA RASTA, KISHANPOLE BAZAR, JAIPUR, PH: 0141-2313345, 2314817**