

Agreement for appointment of distributors

THIS AGREEMENT is made on this _____ day of _____ 2023 between MV Fresh Agri Products Pvt Ltd., a private limited company to have been registered and having it's registered office at Harsh Plaza 1st Floor , 4-D Meerabai marg Lucknow 226001, through it's corporate office located at G-87 Agropark II UPSIDC Industrial area Kursi Road Barabanki-225302 One Part (hereinafter referred to as MVFAPPL, which expression unless repugnant to the context shall include it's heirs, successors, nominees and assigns) and M/S _____ hereinafter referred to as Distributor of the Second Part (which expression unless repugnant to the context shall include it's heirs, successors, nominees and assigns) for marketing and distribution of MV brand spices (MV Product) to the Retailers in _____ area and the Distributor has agreed to it. Now, this Agreement between the parties is entered into on the following terms and conditions:-

1. The Distributor should possess required infrastructure including godowns, vehicles, trained staff etc. to efficiently handle, manage and distribute MV Products.
2. The Distributor shall not only make necessary arrangements for taking prompt delivery of the MV products but also ensure that the stocks of products are stored in safe and store worthy conditions. FIFO principle should always be followed for better inventory management.
3. MV Products will be supplied to the Distributor by MVFAPPL only against advance payment by online/ DD drawn in favour of MV Fresh Agri Products Pvt Ltd and payable at Lucknow .
4. MV brand Products shall be supplied from Factory on F.O.R. Distributor godown basis .
5. The Distributor will place indent at least 7 days in advance.
6. The Acknowledgement of Distributor or his authorised representative in token of having received stock of above products or any other material/document would be final and the conclusive evidence for all purposes
7. Quantity and weight of MV products shall be final at the time of receipt of stock at the Distributor's godown supplied by the Super Stockist/Company.
8. Distributor, on receipt of indent from the retailers, shall promptly execute the supplies but in no case later than 24 hours. Any claim/penalty received from retailer due to delay in distribution of MVFAPPL products stock, the responsibility shall lie with the distributor.
9. Distributor will provide professional and efficient services to the retailers located in his area of operation. Distributors and his team will daily cover the market and preferably move with ready stock to effect prompt and immediate delivery
10. . Distributor shall regularly provide marketing intelligence to Super Stockist/Marketing Associate/ MVFAPPL on competitor's activities, consumer's perspective about MVFAPPL products to enable effective combat the marketing competition by evolving suitable marketing strategies jointly.

11. For any quality complaints not attributable to any fault on the part of Distributor, Retailer or Consumer and emanating from the market within the warranty period of the product and within one month from the date of sale, MVFAPPL shall be fully responsible. In no case otherwise the stock once sold to the Distributor will be taken back by MVFAPPL. However against damaged/torn pouches received by the Distributor, replacement/compensation to the extent of 0.2% of the invoice value can be claimed from the Super stockist/ MVFAPPL.
12. The Distributor is authorised to sell stocks only to the retailers located in his area of operation defined herein above and also in accordance with the consent of MVFAPPL / marketing associates. Distributor will also not supply stocks to any retailer or any other party in territory/ area allotted to other distributor of MVFAPPL. In case it is found that the distributor has violated this guideline, appropriate action as deem fit will be taken by MVFAPPL.
13. Distributor shall raise the invoice/bill on the Retailers at the prices and margins prescribed by MVFAPPL. While raising such invoice/bill, Local Tax/GST as applicable may be added.
14. The Distributor hereby guarantees that the minimum sale of the said products by them in the area specified shall be Rs. _____ per month.
15. The Distributor will regularly, diligently and faithfully discharge his duties incumbent to them by virtue of this Agreement and to confirm to carry such orders, instructions and directions as he may receive from MVFAPPL time to time. The Distributor will use his best endeavour and influence to maintain the fair name of MVFAPPL while marketing MV products in accordance with the MVFAPPL's instructions and also should endeavour to enhance the MVFAPPL reputation and business in the said area and for this purpose the Distributor will make adequate arrangements at his cost.
16. The Distributor shall comply with the state laws including GST, commercial rules and regulations and deposit applicable taxes and other levies in time and would maintain the proper books of accounts for the purpose and keep them updated.
17. The Distributor shall not repack, adulterate or tamper with the quality of MV products.
18. The Distributor will submit every month to Super Stockist/ MVFAPPL the reports in respect of various stocks received, sold, delivery made and stock in hand, age of the stock, damage stock, if any. In addition, any other information/report requisitioned/prescribed by MVFAPPL shall be furnished by the Distributor in the manner prescribed within the given time frame.
19. The Distributor will allow MVFAPPL's representative/Officer or the other person authorised by MVFAPPL/ marketing associate to have access to and inspection of their stock, books of accounts, sales statements etc. and also furnish such information as may be required in connection with the business.
20. The Distributor during the currency of this agreement or thereafter shall not use MVFAPPL Logo and design on any of his products. He will not act as the Stockist/Distributor preferably of any other competing brand of said products, which will be considered as in competition with MVFAPPL products in the area of his jurisdiction.
21. The Distributor will not disclose any trade or other secrets of the MVFAPPL to an outsider. He will however regularly apprise MVFAPPL all relevant information which may facilitate MVFAPPL's business prospects further and at the same time safeguard it's interests.

22. The Distributor shall be working with in the frame work of the trade terms, selling prices and various other guidelines issued by MVFAPPL / marketing associates from time to time.
23. In consideration of discharge of duties and obligation stated herein above, Distributor will receive MV Products at the prices defined in schedule A annexed to the agreement . In addition, 2% of the value of invoice raised by Company to the Distributor will be provided to compensate him for meeting distribution and other miscellaneous expenses.
24. This Agreement will remain in force initially for a period of one year with effect from -----unless terminated by the MVFAPPL on account of breach of Contract. The agreement is terminable by either party giving one-month's notice in writing by registered post of its intention. The agreement can be renewed by mutual consent of the parties.
25. The Distributor will keep records related to MVFAPPL's Business in his area of operation intact at least for a period of 180 days from the date of termination of the agreement and will provide the necessary details required, if any to MVFAPPL on demand.
26. The Distributor will not be entitled to assign the benefit of this agreement to any other person without the previous consent of MVFAPPL in writing.
27. For non-fulfilment of any other conditions of this agreement and/or the termination of this agreement by MVFAPPL, the Distributor shall not be entitled to claim any compensation from MVFAPPL.
28. All disputes between MVFAPPL and the Distribution touching or arising out of this agreement of the subject matter thereof shall be referred to the sole arbitration of the Managing Director-MVFAPPL or any other person nominated by him and the decision of such Arbitrator shall be final and binding on both the parties of this agreement. The parties will be governed by the Arbitration and Conciliation Act, 1996 or any amended or substituted Act and the same shall be applicable and binding on the parties and the venue of the arbitration shall be only in Lucknow .
29. All disputes arising from this agreement shall be subject to jurisdiction of Lucknow courts.

In witness whereof parties have set their hands on the deed on the day, month and year mentioned above.

For and on behalf on
Distributor

For and on behalf on
MVFAPPL

Witnesses

1. _____

1. _____

2. _____

2. _____

DISTRIBUTOR APPOINTMENT APPLICATION FORM

1	Date of Proposal:	
2	Name of the Party :	
3	Nature of business : (Proprietorship/Partnership/Company)	
4	Name of the Proprietor / Mobile No.:	
5	Address of business (Pincode must):	
6	Availability of :	Computer. Internet
7	Contact Nos.:	Code. Ph/mob no. Email:
8	Address of warehouse : (If required in Separate from)	
9	Whether office or Warehouse is leased/owned (If leased, Please submit rent deed copy)	
10	Mention the details of infrastructure of warehouse	
11	Whether related in business of any other similar products	
12	GSTN no. (Kindly attach certificate copy)	
13	PAN NO. :(Kindly attach certificate copy)	
14	Year of establishment :	
15	Proposed area /District for distributionship:	
16	Proposed minimum sale of stock value Rs thousand per month	
17	Address of Branches / Sister concerns (If any)	
18	Capital invested (in Lacs)	
19	Annual turn over (in lacs)	
20	Name of bank with address	

21	Bank A/C No. :	
22	Name of authorised signatory	
23	Name of companies being serviced as stockist/ Distributor (Please also mention brand name if any)	
24	No. Of field personnel employed:	
25	Distribution Facilities	

Terms and conditions :-

- Payment term 100% advance.
- Goods prices FOR factory site.
- All cash and goods handling is solely responsibility of distributor.
- Storage conditions should be in compliance of statutory requirements.
- Short expiry should be informed at least 4 months before.
- Distributor has to follow detailed conditions in proposed agreement.

I/We agree to the above & promise to comply with all the above mentioned terms.

**Authorised Signatory
(With seal of the Firm)**