

Dear Sirs,

Pursuant to the discussions, we are pleased to appoint you as our Authorized Sales Agent  
Sale of \_\_\_\_\_  
in \_\_\_\_\_ District of \_\_\_\_\_ State of India

**TERMS & CONDITIONS BETWEEN COMPANY & SALES AGENT**

1	The Specifications/Description of the Said Machine / Plant is attached etc. are indicated in detail in the enclosed list, and Catalogues.
2	We shall issue Certificate of Authorized Sales Agent and Agent Code will be Provided on acceptance of the Terms & Conditions by the Pursuant.
3	We shall provide necessary material for promotion/sale of our Products from time to time and on your representation as and when required.
4	To Start the wok Pursuant should have to Submit Required Documents and Signed Agreement.
5	The required Material/Items/Products shall be supplied to the customer/you according to customer's/yours requirement/indent against payment.
6	Leads Provided by the Agent will always remain in Agent code only. Other than this company will provide Leads, received by the company from the Agent Designated Area.
7	The customer can register the complaint To the Agent and also raise Complaint on the Service number provided by the Company.
8	The Agent shall achieve sale targets As and when Suggested by the Company to retain the Agent Code.
9	Your appointment as our Sales Agent is for _____Product for District _____ of _____ State of India.
10	The Sales Agent shall sell the Product at Max. & Minimum Price range fixed by the Company.
11	The Sales Agent shall not do any type of wrong behavior of business and will not interfere in the area of the other Dealers/Sales Agent. If any complaint of such behavior is received by the company, the Agent Code will be liable to cancelled immediately without giving any Notice Period.

12	In case of any Enquiry the Sales Agent will intimate and provide all the details regarding enquiry to the company, and ask for generating Quotation/ Performa Invoice in the name of concerned party. The company will send all the required documentation to the party and a copy of that to dealer also.
13	<b>Billing will be done in the name of Customer name and the commission of the Sales Agent will be credited directly in the Bank Account provided by the Sales Agent after deducting the TDS as per the income tax rules.</b>
14	Other monetary/ non monetary benefits/ incentives will be guided to the dealer time to time through various schemes.
15	<p>In case of Government Tender- (Suggested by the Sales Agent) Company will provide Credentials and Document Support and dealer of the Area will Participate on Behalf of Company.</p> <p>Tender participation Fees/ Tender Document Cost/ EMD of the tender should be submitted by the Dealer only.</p> <p>In this case Sales Agent will act as Catalyst to Get the deal / Realization of payment</p>
16	<p>The Sales Agent shall submit the following Reports Bi-Monthly in the best interest of both the parties:</p> <ul style="list-style-type: none"> <li>a). List of Business Prospects</li> <li>b). Details of Orders booked</li> <li>c). Details of Orders executed</li> <li>d). Competitor's activities</li> <li>e). Details of customer complaints, if any.</li> <li>f). Details of exhibitions &amp; events in the area in advance.</li> </ul>
17	<p>Framed Sales Agent certificate will be Provided to the Dealer</p> <p>The Sales Agent shall display the Certificate at a Auspicious location of the business premises.</p>
19	The Sales Agent Code is not transferable.
20	This Agent Code will be retained under smooth results.
21	The Agent Code may be terminated at any time during the currency of this agreement, with three months prior notice on either side with assigning reasons whatsoever and clear the financial transactions by end of the notice period.
22	The Agent shall maintain proper relevant records required by the Manufacturer.
23	<b>The Sales Agent does not have to pay any Security Deposit.</b>

24	In case of the termination before expiry period of the Agent Code, the Agent has to return the Ad material/Stationery etc. in the possession of the Sales Agent.
25	Any dispute arising out of and in the course of this agreement or any matter connected thereto shall first be referred to arbitrator, in the jurisdiction of Ambala Only.
26	<b>Information of business or of technical nature generated as a result of this Agreement will be considered to be strictly confidential and the Sales Agent will not disclose such information to any one (other than the authorized personnel/representative of the Manufacturer) for any purpose.</b>
27	<b>Sales Agent is Entitled to have 5%-10% margin On the Standard selling price of the machine / Plant offered by the company</b> (Margins may change on Final Negotiated Price with the Customer and type of product)
28	<b>The Sales Agent, cannot work other Company for the same Product. If found Working with Another Company dealing In Same products, legal action will be taken against him/her. And support from the company side will be immediately withdrawn.</b>
29	<b>If sales Agent wants to set up one Machine or Plant For Demonstration Purpose.</b>  The Demostartion unit Can be On the Agent's name on anyone name.  ( Provided, That Sales Agent and Company Person has the full right to visit and take trials on the Plant Anytime)  The demonstration Plant will be Provided at Super discounted Price.
30	Agent if found copying or duplicating the products in any shape, (or helping any other company in doing same), legal action will be taken against him/ her.
31	Company will Book order only if Order from the Customer if Order is placed with the Advance Amount, and material of the Order Is Dispatched only after receiving 100% payment from the Customer.  Only Sales Agent is responsible for any other payments / Financial Transactions with the Customer.
<b>Please return the duplicate copy of this Agreement duly signed and stamped, in token of your acceptance of the Terms &amp; Conditions contained herein.</b>	

**Manufacturer**\_\_\_\_\_

Blacknut Agrifood Machinery Pvt. Ltd.

Director  
(Varun Gupta)

**Sales Agent**

Name of the firm \_\_\_\_\_

Complete mailing address \_\_\_\_\_

\_\_\_\_\_

Ph. No. office \_\_\_\_\_

Email \_\_\_\_\_

Details of partners/proprietor/directors

Signature  
With Stamp

Photograph

1. Name \_\_\_\_\_  
Father's name \_\_\_\_\_  
Resident of \_\_\_\_\_  
\_\_\_\_\_

Mb. No. \_\_\_\_\_  
Designation \_\_\_\_\_

2. Name \_\_\_\_\_  
Father's name \_\_\_\_\_  
Resident of \_\_\_\_\_  
\_\_\_\_\_

Mb. No. \_\_\_\_\_  
Designation \_\_\_\_\_

3. Name \_\_\_\_\_  
Father's name \_\_\_\_\_  
Resident of \_\_\_\_\_  
\_\_\_\_\_

Mb. No. \_\_\_\_\_  
Designation \_\_\_\_\_

4. Name \_\_\_\_\_  
Father's name \_\_\_\_\_  
Resident of \_\_\_\_\_  
\_\_\_\_\_

Mb. No. \_\_\_\_\_  
Designation \_\_\_\_\_