

AGREEMENT FOR SUPER STOCKIST

This agreement is made on **dd/mm/2020** between **M/S MANNS GROUP** Address – S . No-4, D'suza Mension, Near Banrasi Hotel, Nehru Road , Santacruz, Mumbai **INDIA – 400055** through its authorized representative Mr. ----- which expression unless repugnant to the context here shall include his heirs, successors, legal representatives, nominees and assigns etc. hereinafter referred to as the Company on the first part **Manns Group** and Second part **M/S -----** through their Proprietor **Mr. -----** and having their main office at -----
----- GSTIN:----- (Which expression unless repugnant to the context here shall include his heirs, successors, legal representatives, nominees and assigns etc.) and hereinafter, referred to, as the **SUPER STOCKIST** on the second part.

AND WHEREAS

The Principals are in the business of **MANNS GROUP** is manufacturing and selling of Beauty & salon Care Products under the brand name of **OXEEO** and the Second Party has desired to work as their **SUPER STOCKIST** to promote the sales of the **OXEEO** range of products of the First Party and act as such. Total payments received by M/S ----- RS ----- throw NEFT.
-----/- received

AND THEREFORE

In pursuant to the mutual consent, the party of the first part is pleased to appoint the party of the second part as their **SUPER STOCKIST** for the towns of ----- on the following terms and conditions.

1. The SS shall receive the stocks of the Company's products from its Mother Depot at Mumbai in their **warehouse** to store the products properly and securely.
2. The SS shall make satisfactory space/godown arrangements for stocking. The storage facilities have to be as per prescribed by the Company.
3. The SS shall be handling the territory of ----- as per Company terms and conditions.
4. The S.S will supply Company's range of **OXEEO (COSMETICS) products** in all areas within his territory to the distributors on receiving cheque/payment/RTGS from them in advance or as per company policy. The SS shall hold minimum 21 days stock inventory to service the distributors. The Company will not be supplying direct to the distribution channel and all supplies would be routed through the SS only in his defined area of operation.
5. The SS shall make his best efforts to supply/dispatch company's products; The Company's sales staff shall assist the SS in collecting orders from the markets/distributors allotted to him.
6. The SS shall allow/permit the authorized officials of the company to inspect the stocks held by him if required.
7. The SS shall not repack any of the Company's products in any other size or quantity or packing and shall see that no adulteration of the goods is done and shall ensure the quality of goods. In the case of payment delayed by Super Stockiest to company has all rites to change in distribution area and termination of this agreement.
8. The SS shall furnish GST RETURN forms on Monthly or quarterly basis without fail to the Company and road permits, as and when required.
9. As a SUPER STOCKIST, you will be entitled for a commission of 7% on sales and 2% for freight, loading, unloading & other charges.
10. The Company shall be responsible for the quality of the products sent by them and if any dispute arises either from the distributor/ stockiest/ institution, this should be intimated by the SS to the Company immediately and the Company shall amicably settle the same at the earliest according to the merits of the case.
11. The Company would circulate its billing prices to the SS, Stockiest/Distributors and Retailers clearly defining the margins and other discounts applicable to them inclusive of breakage/damage etc. The SS shall adhere to the set pattern. The present applicable Price List as applicable is attached herewith.
12. This agreement is initially valid for a period of 1 year from the date of its execution and subject to the renewal with the mutual consent. Either side can terminate this agreement by giving 90 days notice in writing. In case of termination, the stocks, sales records and POP items lying with the SS along with the relevant records shall be handed over to the Company before executing the settlement. In such an even the Company reserves its right to make similar arrangements/appoint another SUPER STOCKIST to safeguard its business interests and the SUPER STOCKIST shall have no objection to the same.
13. The SS will keep records related to the Company's business in his area of operation.

14. Any dispute arising from this agreement shall be mutually settled as per the Arbitration Act, failing which the jurisdiction of the courts of BANDRA will be final.

15. The SS during the currency of this agreement shall not use the Company`s logo and design on any of its products and shall not carry/undertake a similar competitors product range and promote the same through his agency/at the above referred premises.

In witness thereof, this agreement is executed as aforesaid

For MANN'S GROUP

For -----

(_____)

Authorized Signatory

(_____)

Proprietor