

PLACE FOR STAMP

M.O.U .FOR SUPER STOCKIEST

This Memorandum of Understanding (MOU) is entered on this Date _____ Day _____
Between “**Kasak Home Care Products**” – A Division of **Sarvjeet and Sons Chemical Products,**
Lalganj, Raebareli, U.P. India.

And

M/s: _____

Here after referred as **Super Stockiest (SS)** . Whereas the principal has Agreed to market their products through the Consignee Sales Agent W.E.F. _____
The principal desire to have the following terms and conditions endorsed through this memorandum of understanding 1 to 13.

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

1. This MOU between **Super Stockiest (SS)** and **Principal** is effective from _____ for a period of Three years . This MOU may be renewed after 11 month 29 Days as per mutual agreement between the Principal and the CSA.
2. That principal here by appoint M/s as their **Super Stockiest (SS)** for the sale of their products such as all types of “Detergent Powder, Cake & other Allied Products” under brand name “**Kasak**” – Division” in the assigned territory ofin India.
3. That the **Super Stockiest (SS)** will provide necessary infrastructure and the **Principal** will Provide all the marketing related support like catalogues, leaflets, posters, Pamphlets in consultation with **Super Stockiest (SS)** in the assigned territory.
4. All sales consignments shall be sent by the Principal to the **Super Stockiest (SS)** against the Advance payment received from the Distributor by the **Super Stockiest (SS)**. Monthly account statement of purchases and sales shall be issued by **Super Stockiest (SS)** to The **Principal**.
5. Books of accounts, records, vouchers, and other related records shall be maintained up to date and shall be available for inspection by the **Principal** or their authorized agents.
6. The **Super Stockiest (SS)** will be responsible for remittance all related to GST and any default shall be the sole liability of **Super Stockiest (SS)**.
7. Any default or non-compliance of terms of the Agreement shall be taken as a breach of the Contract and the **Principal** shall be free to discontinue the business and free for Appoint a new **Super Stockiest (SS)**.
8. The **Super Stockiest (SS)** shall be the sole sales Agency to carry out sales within the assigned Territory of and shall not encroach into the areas assigned to Other **Super Stockiest (SS)** /CSAs. The **Super Stockiest (SS)** is authorized to assign other sub-stockiest to market the Product of the Principal adhering the conditions set forth by them.
9. The **Super Stockiest (SS)** shall ensure safe and sound custody of goods received. In case of Damage or loss in transit, the company shall issue Credit Note to **Super Stockiest (SS)** against Satisfactory report.
10. The Godown shall be kept by the **Super Stockiest (SS)** against fire, flood, natural Calamities etc.
11. Once sold goods not to be returned back except expiry or damage. If any stock which is returned from the Distributor due to expiry or damage shall be taken back by the Principal on a monthly basis after inspection from the Senior Manager of the Company. Credit note to that extend shall be issued by the company to **Super Stockiest (SS)** and
12. The company will dispatch the material to the **Super Stockiest (SS)** within 10 days against their purchase orders on letter head.
13. Any dispute arising between the parties shall be subject to Raebareli jurisdiction. In witness where of the parties have signed this agreement on the day and years written above in presence of the following witnesses

I. ANNEXURE

- a) The **Super Stockiest (SS)** shall deposit a sum of Rs. 5,00,000/.Rs [Five Lac] Rupees with the Company by way of Investment with the execution of this agreement.
- b) If any dispute arising between **Super Stockiest (SS) & Company** ie. not interest to work with company first **Super Stockiest (SS)** give the notice to company then company will refunded there investment within 90 Days period.
- c) The Principal (Company) will sell the product to **Super Stockiest (SS)** @ 5% trade discount Including GST applicable. The CSA shall provide GST document for the purpose. Company shall dispatch goods on F.O.R. basis to **Super Stockiest (SS)** Godown address.
- d) All Sales shall be effected by **Super Stockiest (SS)**, after receiving advance payment from Distributor. The company shall issue an approval letter to dispatch goods to the concerned Distributer.
- e) The secondary transportation cost shall be refunded by the Company to the **Super Stockiest (SS)** for the stocks delivered to the Super Stockiest upon the production of the transport receipt by CSA. in every month of second week or flat 2 % on total billing.
- f) No Cash/Goods Dealing Allowed with Sales Team Without Prior Permission in Written format by Company, If any type of transactions faceoff company will not be liable to adjust .

II. ANNEXURE

❖ Investment details :

- Amount - -----
- NEFT /RTGS no: -----
- Bank Name : -----
- Account No: -----
- Dated: -----

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- Amount - -----
- NEFT /RTGS no: -----
- Bank Name : -----
- Account No: -----
- Dated: -----

**Super Stockiest (SS)
Authorized Signatory**

Witness

1] -----

2] -----