**AGREEMENT FOR SALE OF GOODS UNDER BUYER’S TRADEMARK**

This **Agreement For Sale Of Goods** (this “Agreement”) is entered into as of [[Effective Date]] (the ‘’Effective Date’’).

**BETWEEN:** [[Entity: Choice(“company”, "corporation", "limited liability partnership", "limited partnership", "proprietorship firm")]], a company, duly incorporated and registered under the Companies Act, 1956, with its principal place of business located at [[Company Address]], (the “Company”), through its [[Authorised signatory: Name of the Person]], (the “Buyer”).

**AND:** [[Entity: Choice(“company”, "corporation", "limited liability partnership", "limited partnership", "proprietorship firm")]], (the "Agency"), a company, duly incorporated and registered under the Companies Act, 1956, with its principal place of business located at [[Company Address]], (the “Company”), through its [[Authorised signatory: Name of the Person]], (the “Seller”).

**PREAMBLE**

WHEREAS, the buyer is in the business of [[Business type]] and is in need of [[Type of Goods]] for the purpose to conduct his business; and

WHEREAS, the seller is in the Manufacture of [[Business Type]] and has [[Name of goods]].

WHEREAS, the buyer desires to purchase [[Name of goods]] under his own Trademark as more specifically set forth in this Contract of Sale (hereinafter “Contract”) from the seller.

WHEREAS, it is the intention of the Parties that seller shall sell goods under the Buyer’s Trademark as more specifically set forth in this Contract herein, Buyer will purchase said goods from seller based on the terms and conditions set forth herein.

In consideration of the mutual covenants and provisions contained herein, the parties hereto agree as follows:

1. DESCRIPTION OF GOODS

Seller shall transfer and deliver to Buyer, and the Buyer shall, subject to the conditions set forth therein, take delivery and accept the following goods describe in the schedule attached below.

1. TIME OF DELIVERY

Seller shall deliver the goods covered by his contract to buyer by [[Date]] to [[Location]]. Buyer shall have the right to change the date of delivery provided [[No. of the days]] prior written notice.

1. PAYMENT

Buyer shall pay Seller the amount of Rs.[[Amount]] for the goods covered by this contract. Payment shall be within [[Time Period]].

1. INSPECTION

Buyer shall have the right to inspect the goods prior to acceptance. If the goods fail to conform to this contract, Buyer shall have [[No. of days]] to inform seller of any defect and/or any other matter fails to conform to this contract in the sole opinion of the Buyer.

The seller shall have [[No. of days to cure the said non conformity. If the seller fails to cure within the said time, the buyer shall have the right to any remedy available under law.

1. REPRESENTATION AND WARRANTIES

Both the parties represent and warrant to the other that:

1. It has all requisite power and authority to execute and deliver this contract and to perform its obligations hereunder;
2. The execution, delivery, and performance of this contract shall not conflict with its charter or bylaws, or any agreement, order, or judgement to which it is bound; and
3. It has sufficient professional staff and other resources available to provide the goods required by this contract.
4. FORCE MAJEURE

Notwithstanding any other terms and conditions hereof, in the event that is materially unable to perform any of its obligations hereunder because of natural disaster, acts of god, riots, wars, acts of terrorism, governmental actions or any other event, then the party shall, upon written to the other party thereof, be relived from its performance of such obligations to [[time period]].

1. NOTICE
   1. Any notice provided for or permitted in this Agreement shall be in writing and will be deemed to have been given [[Minimum number of Days after Mail: Number]] days after having been mailed, postage pre-paid, by certified or registered mail or by recognized overnight delivery services, except in the case of a postal or other strike affecting the service used whereupon notice will be deemed to have been given [[Minimum number of Days for Service of Notice: Number]]days after normal service resumes.
   2. Where personal service is made or where delivery is made by facsimile and a receipt thereof has been retained, any notice provided for or permitted in this Agreement will be deemed to have been given when received by the intended recipient. The intended recipient must be an individual whose personal name appears on the address set out in the notice.
   3. Addressing and delivery is to be made as follows:
      1. If to: Buyer

[[Buyer Address]]

* + 1. If to : the Seller

[[Seller Address]]

1. DISPUTE RESOLUTION -
   1. ARBITRATION:

a) In the event of any dispute, difference or controversy arising between the Owner and contractor in the performance, interpretation, implementation or application of this agreement, the parties will first attempt to resolve their differences mutually but failing mutual settlement dispute, difference or controversy arising, either Party may request that such disputes be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996 (“ the Act of 1996”) and the rules made there under, as amended from time to time.

b) The Seat of Arbitration will be in [[Place]] and all Arbitration proceedings will be conducted in [[Place]].

* 1. In case the dispute arises it will be adjudicated by the way of ONLINE DISPUTE RESOLUTION.
  2. All disputes, actions and proceedings shall be subject to the jurisdiction of the Courts in [[Name of the place]].

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed at [[Place of Execution]] on the date indicated above.

\*\*[[Party A | Uppercase]]\*\* \*\*[[Party B | Uppercase]]\*\*

[[Party A Signatory Email: Identity | Signature]] [[Party B Signatory Email: Identity | Signature]]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: [[Party A Signatory Name]] By: [[Party B Signatory Name]]

Title: [[Party A Signatory Title]] Title: [[Party B Signatory Title]]

WITNESSES

1. [[Name of the Witness: Witness A]] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[[Address of the Witness A]] [[Witness A Signatory Email: Identity | Signature]]

[[Passport Size Photo: Image]]

1. [[Name of the Witness: Witness B]] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[[Address of the Witness B]] [[Witness B Signatory Email: Identity | Signature]]

[[Passport Size Photo: Image]]