

SALE OF GOODS AGREEMENT

This Sale of Goods Agreement (the “**Agreement**”) is effective [DATE]:

BETWEEN: [YOUR COMPANY NAME] (the “**Supplier**”), a company incorporated under the Indian Companies Act, 2013 with its registered office at:

[YOUR COMPLETE ADDRESS]

AND: [SECOND PARTY NAME] (the “**Purchaser**”), a company incorporated under the Indian Companies Act, 2013 with its registered office at:

[COMPLETE ADDRESS]

WITNESSETH:

WHEREAS [YOUR COMPANY NAME] currently supplies and distributes [SPECIFY] (the “**Product**”);

WHEREAS [YOUR COMPANY NAME], for the price and subject to the terms and conditions contained herein, is prepared to sell and deliver to the Purchaser, on an ongoing basis and as its exclusive supplier, and the Purchaser is prepared to buy on this basis from [YOUR COMPANY NAME], all of the Purchaser’s Product requirements;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HERETO CONTAINED AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, DULY RECEIVED, THE PARTIES HERETO AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 Whenever used in this Agreement, the schedules thereto, or any ancillary document thereto, the following terms, unless the subject matter or context otherwise requires, shall have the following meanings:

1.1.1 “**Agreement**” means or refers to this Agreement as amended from time to time and any indenture, agreement or instrument supplemental or ancillary hereto or in implementation hereof;

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- 1.1.2 “**Business Day**” means any day excluding Saturday, Sunday and any other day which in [STATE/PROVINCE], [COUNTRY] is a legal holiday or a day on which financial institutions are authorized by law or by local proclamation to close;
- 1.1.3 “**Person**” means any individual, company, corporation, partnership, firm, trust, sole proprietorship, government or entity howsoever designated or constituted; and
- 1.1.4 “**Product**” means or refers to [SPECIFY] sold pursuant to this Agreement.
- 1.2 Words importing the singular number include the plural and vice versa and words importing the masculine gender include the feminine and neuter genders.
- 1.3 The division of this Agreement into articles and insertion of headings is for convenience and reference only and shall not affect the construction or interpretation of this Agreement.
- 1.4 All dollar amounts referred to in this Agreement are in lawful money of India.
- 1.5 The preamble hereto form an integral part of this Agreement.

2. **SALE AND PURCHASE OF PRODUCTS**

[YOUR COMPANY NAME] hereby agrees and undertakes to sell to the Purchaser, and the Purchaser agrees and undertakes to purchase from [YOUR COMPANY NAME], for the price and subject to the terms and conditions contained herein, the total requirements of Product needed by the Purchaser for its day-to-day manufacturing and distributing activities during the term of this Agreement. At the date of signing of the present Agreement, the Purchaser estimates its requirements for the current year at Rs [AMOUNT] of Product.

3. **ORDERS AND DELIVERY OF PRODUCTS**

- 3.1 Each order for Products purchased pursuant to this Agreement shall be in writing and shall be sent to the address of the party selling the Products by mail or by fax or in such other manner expressly agreed upon between the interested parties.
- 3.2 Unless otherwise expressly agreed upon between the parties or as provided in Section 4, the party selling the Products shall be responsible and shall pay for the delivery, to the other party at its address hereinabove mentioned, of such Products sold hereunder.
- 3.3 Unless otherwise expressly agreed upon between the parties, delivery of the Products purchased hereunder shall be completed within seven Business Days of the receipt, by the party selling the Products, of the written order for such Products.

- 3.4 In the event that a party fails to deliver any Products requested in an order within the period provided in subsection 3.3 hereinabove, the purchasing party shall be entitled to purchase, from any person, a quantity of Products equal to quantity of Products specified in such order. In such a case, the purchasing party shall be entitled to cancel the order for the Products specified in the order. The purchasing party shall, at the same time an order is made to an other person pursuant to this subsection, send to the other party, a copy of such order indicating the quantity and the price of the Products so purchased.
- 3.5 The title to the Products sold hereunder shall pass from the selling party to the purchasing party upon complete payment of the purchase price of the Products mentioned in Section 4 hereinafter. The risks of lost or damage to such Products sold hereunder shall pass from the selling party to the purchasing party at the date of the delivery of the Products.

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OMITTED

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