

# Commercial Contract

## AGREEMENT FOR SALE OF BOTTLED WATER/CARBONATED DRINKS/JUICES ETC.



**Small and Medium Enterprises Development Authority**

**Ministry of Industries & Production**

**Government of Pakistan**

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**January 2013**

**14. AGREEMENT FOR SALE OF BOTTLED WATER/CARBONATED DRINKS/JUICES ETC.**

**THIS AGREEMENT FOR SALE /PURCHASE OF BOTTLED WATER/CARBONATED DRINKS/JUICES ETC.** (hereinafter referred to as the "Agreement") is made at [insert place] on this \_\_\_\_ (insert date) day of \_\_\_\_\_ (insert month), 20\_\_ (insert year)

**BY AND BETWEEN:**

M/s [insert Name], a public/private company incorporated under the Companies Ordinance, 1984, having its registered office at [insert Address] through its [insert Designation], Mr/Mrs/Ms [insert Name];

**OR**

M/s [insert Name], a partnership concern of Mr/Mrs/Ms [insert Name] and Mr/Mrs/Ms [insert Name], having its place of business at [insert Address] through its Partner, Mr/Mrs/Ms [insert Name];

**OR**

M/s [insert Name], a sole proprietorship concern of Mr/Mrs/Ms [insert Name], having its place of business at [insert Address] through Mr/Mrs/Ms [insert Name];

**OR**

Mr/Mrs/Ms [insert Name], son/wife/daughter of [insert Name], r/o [insert Address] CNIC # [insert Number]

(hereinafter referred to as the "Manufacturer", which expression shall, wherever the context so provides, include its successors, assigns, nominees and agents)

**AND**

M/s [insert Name], a public/private company incorporated under the Companies Ordinance, 1984, having its registered office at [insert Address] through its [insert Designation], Mr/Mrs/Ms [insert Name];

**OR**

M/s [insert Name], a partnership concern of Mr/Mrs/Ms [insert Name] and Mr/Mrs/Ms [insert Name], having its place of business at [insert Address] through its Partner, Mr/Mrs/Ms [insert Name];

**OR**

M/s [insert Name], a sole proprietorship concern of Mr/Mrs/Ms [insert Name], having its place of business at [insert Address] through Mr/Mrs/Ms [insert Name];

**OR**

Mr/Mrs/Ms [insert Name], son/wife/daughter of [insert Name], r/o [insert Address] CNIC # [insert Number]

(hereinafter referred to as the "Seller", which expression shall, wherever the context so provides, include its successors, assigns, nominees and agents).

(The Seller and the Manufacturer are hereinafter collectively referred to as the "Parties", and individually as the "Party".)

**WHEREAS** the Manufacturer is a manufacturer of the drinks and juices as specified in Schedule I of this Agreement (hereinafter referred to as the "Bottles and Juices").

**AND WHEREAS** the Seller is the owner of a grocery store under the name and style of "[insert name of the retail store]" wherein amongst other commodities, drinks and juices are also sold.

**AND WHEREAS** the Seller intends to enter into an agreement with the Manufacturer for the sale of Bottles and Juices at the Seller's grocery store.

**NOW THEREFORE** the Parties have entered into this Agreement for the

Sale/Purchase of Bottles and Juices on the following terms and conditions:

## **1. TERM AND SCOPE OF CONTRACT**

- (1) This Agreement shall come into effect on the date of execution of the Agreement, and shall continue for a period of [insert number] months unless terminated by either Party under the terms and conditions of this Agreement.
- (2) The Manufacturer shall supply the Seller with the Bottles and Juices mentioned in Schedule I for sale at the Seller's grocery store during the continuation of this Agreement.

## **2. COMMISSION**

- (1) The Manufacturer shall pay to the Seller [insert percentage]% of the price of each individual Bottles and Juices sold at the Seller's grocery store.
- (2) The Seller agrees that it shall not sell the Bottles and Juices to its customers at prices higher than those communicated by the Manufacturer to the Seller.

## **3. PAYMENT**

The Seller shall, at the end of each day, allow the designated personnel of the Manufacturer to inspect the inventory of the Bottles and Juices to ascertain the number of sold items. Following such ascertainment, the Seller shall pay to the Manufacturer the amount due after adjustment of the commission payable by the Manufacturer to the Seller.

## **4. DELIVERY OF BOTTLES AND JUICES & INSPECTION**

- (1) The Manufacturer shall be responsible for the delivery of the Bottles and Juices from the place of business of the Manufacturer i.e. [insert address] to the Seller's place of business i.e. [insert address], and the cost of such delivery shall be borne by the Manufacturer, exclusively.
- (2) The Manufacturer shall arrange for the delivery of the Bottles and Juices to the Manufacturer's place of business by [insert time] on each day when the delivery is due.
- (3) The Seller shall, at the time of receipt of the Bottles and Juices from the Manufacturer, inspect the Bottles and Juices in the presence of the Manufacturer's personnel, and shall communicate any reservations regarding the Bottles and Juices so delivered to the Manufacturer at that time. No claims regarding the replacement or refunds of the Bottles and Juices shall be entertained afterwards except those which could not have been apprehensible during the initial inspection.

## **5. RECEIPT CONSTRUED AS DELIVERY**

The Bottles and Juices shall be deemed to have been received by the Seller upon delivery to the Seller at [insert address]

## **6. RISK OF LOSS**

The risk of loss or damage to the Bottles and Juices, arising out of any casualty, regardless of the cause, shall be on the Manufacturer until the time that the Bottles and Juices have been delivered to the Seller, after which the risk shall transfer to the Seller.

## **7. TERMINATION**

The Agreement may be terminated by either Party, with or without cause, after serving the other Party with a [insert number] days' prior written notice to this effect.

## **8. GOVERNING LAW AND RULES OF CONSTRUCTION**

- (1) The validity, interpretation, and the performance of this Agreement shall be governed by the laws of [insert place].
- (2) If any term or provision of this Agreement is determined to be invalid, it shall not

affect the validity and enforcement of the remaining terms and provisions of the Agreement.

(3) This Agreement shall be binding upon, and inure to the benefit of, the respective successors, assigns, representatives, and heirs of the Parties herein.

**9. SETTLEMENT OF DISPUTE**

Any dispute, controversy or claim arising out of or relating to this Agreement or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the Pakistan Arbitration Act, 1940, subject to the exclusive jurisdiction of the Courts of [insert place].

**10. FORCE MAJEURE**

(1) Force Majeure shall mean any event that is beyond the reasonable control of a Party, or the effects of which adversely affect the performance by such Party of its obligations under this Agreement, including, but not limited to, acts of God, sabotage, insurrection, terrorism, riots, hostilities or war (whether declared or not), acts of the public enemy, civil disturbances, any kind of fire, explosion, flood or accidental damage, epidemics, landslides, washouts, lightening, storms, earthquakes, lockouts, blockades, shortage of labor or material, major equipment failure, or other causes beyond the control of the Party affected.

(2) Notwithstanding anything contained hereinabove, neither Party shall be liable to the other if it is unable to perform any of its obligations under this Agreement due to the occurrence of Force Majeure.

(3) The Party affected by the Force Majeure event shall be entitled to suspend performance of its obligations under the Agreement to the extent that such performance is impeded or made impossible by the events of Force Majeure.

(4) Each Party shall give a notice within [insert number] days of the occurrence of the event of Force Majeure and shall promptly thereafter consult the other Party for the purpose of finding a mutually acceptable solution to the Force Majeure event.

**11. AMENDMENTS**

This Agreement may be modified, extended, enlarged or amended from time to time by mutual agreement and consent of the Parties.

**12. NONWAIVER**

The failure of either Party to exercise any right provided in this Agreement shall not be construed as a waiver its right to subsequently enforce such provision or any other provision of this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have set their hands and seals the day, month and year mentioned hereinabove.

\_\_\_\_\_  
**For and on behalf of  
The Seller**

\_\_\_\_\_  
**For and on behalf of  
The Manufacturer**

**WITNESS NO. 1**

**WITNESS NO. 2**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**SCHEDULE I  
LIST OF BOTTLES AND JUICES**

| <b>Item</b>             | <b>Quantity</b>   |
|-------------------------|-------------------|
| 1. [insert description] | [insert quantity] |
| 2. [insert description] | [insert quantity] |
| 3. [insert description] | [insert quantity] |

**SCHEDULE II  
PRICES**

| <b>Item</b>             | <b>Price</b>   |
|-------------------------|----------------|
| 1. [insert description] | [insert price] |
| 2. [insert description] | [insert price] |
| 3. [insert description] | [insert price] |