

Commercial Contract

AGREEMENT FOR SALE/PURCHASE OF BOOKS



Small and Medium Enterprises Development Authority

Ministry of Industries & Production

Government of Pakistan

www.smeda.org.pk

HEAD OFFICE

4th Floor, Building No. 3, Aiwan-e-Iqbal Complex, Egerton Road,
Lahore

Tel: (92 42) 111 111 456, Fax: (92 42) 36304926-7
helpdesk@smeda.org.pk

REGIONAL OFFICE PUNJAB	REGIONAL OFFICE SINDH	REGIONAL OFFICE KPK	REGIONAL OFFICE BALOCHISTAN
3 rd Floor, Building No. 3, Aiwan-e-Iqbal Complex, Egerton Road Lahore, Tel: (042) 111-111-456 Fax: (042) 36304926-7 helpdesk.punjab@smeda.org.pk	5 TH Floor, Bahria Complex II, M.T. Khan Road, Karachi. Tel: (021) 111-111-456 Fax: (021) 5610572 helpdesk-khi@smeda.org.pk	Ground Floor State Life Building The Mall, Peshawar. Tel: (091) 9213046-47 Fax: (091) 286908 helpdesk-pew@smeda.org.pk	Bungalow No. 15-A Chaman Housing Scheme Airport Road, Quetta. Tel: (081) 831623, 831702 Fax: (081) 831922 helpdesk-qta@smeda.org.pk

January 2013

20. AGREEMENT FOR SALE/PURCHASE OF BOOKS

THIS AGREEMENT FOR SALE /PURCHASE OF BOOKS (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 "Seller", 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 "Buyer", which expression shall, wherever the context so provides, include its successors, assigns, nominees and agents).

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

WHEREAS the Seller is a publisher, engaged in the publishing and manufacturing of different books.

AND WHEREAS the Buyer is the owner of a book store under the name and style of "[insert name of the retail store]" wherein new books are sold.

AND WHEREAS the Buyer intends to enter into an agreement with the Seller for the ongoing purchase of the books (hereinafter referred to as the "Books").

NOW THEREFORE the Parties have entered into this Agreement for the Sale/Purchase of the Books on the following terms and conditions:

1. TERM AND SCOPE OF CONTRACT

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. BOOKS & PRICING

(1) The Seller shall provide the Books published at its publishing house in the following manner:

i. PURCHASE

The Buyer shall purchase [insert number] copies of a published Book for sale at its book store. The Price of such Books shall be paid by the Buyer to the Seller at the time of placing of the purchase order.

ii. SALE BASE

(a) In addition to books purchased by the Buyer pursuant to Clause 2 (1) (i), the Seller shall provide [insert number] copies of the same Book to the Buyer on sale base, to be displayed at the book shop of the Buyer.

(b) The Price of the Seller's Books sold, after deduction of [insert percentage] commission, shall be paid by the Buyer to the Seller bi-weekly, in arrears. In this respect, the Buyer shall allow the designated personnel of the Seller to inspect the inventory to ascertain the number of Books sold.

(2) SALE OF BOOKS

Of the copies of the Book sold at the Buyer's book shop, firstly the copies purchased by the Buyer shall be sold. Once the Buyer's purchased copies are completely sold out, the Seller's copies placed at the Buyer's book shop on sale base shall be sold, and the Seller shall become entitled to receive payments in accordance with Clause 2 (1) (ii) (b) against further copies sold.

3. DELIVERY OF BOOKS

(1) The Seller shall deliver the Books to the Buyer at [insert address], on or before the date of delivery mentioned in the respective purchase order against which the delivery is being made (hereinafter referred to as the "Date of Delivery"). The expense incurred in such delivery shall be borne exclusively by the Seller.

(2) The Seller agrees that upon the failure of the Seller to deliver the Books to the Buyer within the time stipulated in the respective purchase order, the Seller shall pay to the buyer an amount equal to [insert percentage]% of the Total Price of the purchase order per day as liquidated damages. The Buyer shall be at liberty to adjust the liquidated damages against the remaining Price to be paid by the Buyer to the Seller upon delivery of the Books.

4. RECEIPT CONSTRUED AS DELIVERY

The Books shall be deemed to have been received by the Buyer upon delivery of the Books to the Buyer at [insert address].

5. RISK OF LOSS

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

6. RIGHT OF INSPECTION

(1) Unless for a manufacturing defect, the Buyer shall not be entitled to return the Books once sold to the Buyer.

(2) Any material manufacturing defect shall be notified to the Seller within [insert number] days of the receipt of delivery, following which the Seller shall replace

the defected Books within [insert number] days.

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 of 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 Buyer**

**For and on behalf of
The Seller**

WITNESS NO. 1

WITNESS NO. 2

Signature: _____

Signature: _____

Name: _____

Name: _____

Designation: _____

Designation: _____

Date: _____

Date: _____