

Agreement with Vendor

THIS AGREEMENT (the "Agreement") is made and entered on _____ [Insert date] between _____ [Insert Company Name] having its registered office at _____ (hereinafter referred to as the BUYER), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART and _____ [Insert name & address of the supplier] (hereinafter referred to as the Supplier) which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the OTHER PART.

WHEREAS the Supplier is a manufacturer of _____ (Details of business).

WHEREAS the buyer is a company and has approached the Seller asking him to sell the goods at the rate of _____.

THE PARTIES HERETO agree to abide as under:

1. The Seller undertakes to sell the Buyer and the Buyer undertakes to buy from Seller _____ goods (hereinafter called the 'said goods') at a price of Rs. _____.
2. The Seller will send the said goods through the designated ship the information of which ship and the date of its arrival at the port of dispatch in India shall be sent to the buyer.
3. The Seller shall make an agreement with the master of the ship for the transportation and delivery of the said goods at the Indian port.
4. It shall be the responsibility of the Buyer to have said goods insured for their value upon the current terms and make out an invoice.
5. It shall be the responsibility of the Buyer to have a letter of credit through its banker which shall cover the price of the goods, freight insurance and other charges in favor of the Seller's banker.
6. After the shipment of the said goods, the seller shall send all the necessary documents including the contract of a freighted, insurance policy, invoice, bills of lading, etc., to its banker at the Indian port.
7. The aforesaid document shall be delivered to the Buyer bankers against the encashment of the letter of credit which shall, in turn, deliver the same to the Buyer to enable him to get the goods cleared at the Indian port. Delivery of the documents shall constitute the delivery of goods and henceforth the goods shall be at the risk of the Buyer.

8. It shall be the responsibility the Buyer to open a letter of credit with his banker in favor of the Seller's banker. The Buyer's bankers shall credit the amount of price in the Seller's name with Seller's banker against the receipt of the document of title.

9. In case some formalities are to be completed prior to the import of the aforesaid goods at the place of destination the same shall be completed by the Buyer at his own costs.

10. If some export formalities are to be completed for the export of the aforesaid goods from the place of dispatch, the same shall be completed by the Buyer/Seller at his own costs.

11. It shall be the Buyer's right to examine the goods for his satisfaction at the point of destination. If the goods are not according to the sample or specification, the Buyer shall have the right to reject the goods at the risk and cost of the seller.

12. In the event of any dispute or difference between the parties hereto arising out of or in connection with this deed of whatsoever nature the same shall be referred to the arbitration of a common arbitrator if agreed upon, failing which to two Arbitrators one to be appointed by each party to the Arbitration. The said Arbitrators shall appoint a presiding Arbitrator and the Arbitration shall be governed by the Arbitration Act and Conciliation Act, 1996, or any statutory modification thereof.

Buyer: _____

Name:

Date:

Seller: _____

Name:

Date: