

This Agreement is made on this ___ Day of _____ 20____ By & Between **M/s Sarv Tech Private Limited**, a company incorporated under the companies act of 1956, having its registered address at _____, *corporate address at* _____ and Manufacturing Unit at _____, hereafter referred to as "Party No. 1 to this Agreement.

AND

M/s _____, *a company incorporated under the companies act of 1956, having its registered address at* _____, *corporate address at* _____ and Manufacturing Unit at _____, hereafter referred to as "Party No. 2 to this Agreement.

Whereas the party of the first part is Manufacturer of Health Care & Personal Care Products, the party of the 2nd part is engaged in marketing and distribution of the Health Care & Personal Care Products.

Now, this agreement witnessed as under:

- That it is agreed that the products listed below shall be marketed by the party of 2nd part and manufactured by the party of 1st part. (As per list attached)
- That it is agreed that the above trade-marks are property of the party of the 2nd part and do not resemble any existing product/trade name of any other company, and that the 2nd party shall be solely responsible for the non-resemblance of trade name & its designs from the marks & designs of any running brand of any other company. Also, the 2nd party indemnifies the 1st party for any dispute /claim if arisen out of any resemblance of its trade name with any other trade name/design and shall be solely responsible for claims/liabilities if any. Further

1st party and the 2nd party shall not adopt, whether during the term of this agreement, or any time after its expiry/ termination, thereof any symbol which is similar to the registered Trademark/ Applied for that which could draw any reference to the said trademark as to be likely to cause confusion or deception or detract from or adversely affect the rights of proprietor of the said trade-marks.

- It is agreed that the 1st party shall manufacture the above products and supply to the 2nd party at Ex-Factory Nett rates mutually worked out.
- That the 2nd party shall send 70% advance along with each order and shall make the balance payments at the time of dispatch, or as per any other schedule of payments mutually accepted by both parties. The forwarding charges, transit insurance and outward freight of the finished goods shall be borne by a 2nd party. It is further agreed that in case the ordered goods are not lifted by the 2nd party within 30 days of production, the same shall be liquidated in the open market by the 1st party without any claims from the 2nd party. In such event it is agreed that 2nd party indemnifies the 1st party against all claims, objections what so ever from any source.
- The 1st party shall use the materials for the 2nd party which are in regular use with the 1st party in case any new or typical material is required it shall be supplied by the 2nd party or shall bear the inventory cost of that material. Also, the 2nd party shall bear the cost of inventory of all printed packaging materials i.e. Foils, Boxes, labels etc.
- It is further agreed that the goods shall be billed at the prevailing Excise and Central Sales Tax rules which offer exemptions. It is further agreed that any liabilities/ Arrears/Claims of any Statutory Government Bodies viz Central Excise Dept. / Sales Tax Depts./ D.P.C.O. or any other Government Department arising out of the transaction between the parties shall be sole responsibility of the 2nd party during or after the expiry of this agreement, since the 1st party is charging only job charges and is not making any profit out of the sale of the products and all the profit is being taken by the 2nd party and the 2nd party indemnifies the 1st party in regard to the above.
- It is further agreed that the quality of the product shall be the sole responsibility of the 1st party. The 2nd party shall provide the master formulas and the SOP for all its products duly received by the 1st party. The 1st party shall strictly adhere to the master formulas provided by the 2nd party in observation of the Drugs &

Cosmetics Act and rules thereunder. The 1st party shall supply test-reports for the batches manufactured to the 2nd party on demand.

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- This agreement is initially for three years and can be terminated by either of the parties by giving two months' notice in writing. However, without any dispute, it is deemed to be renewed even after the end of the third year. During the currency of this agreement, the 2nd party shall not get the products manufactured with the 1st party from any other manufacturer.
- Disputes if any shall be adjudicated under the jurisdiction of Court of Uttar Pradesh only.
- The Force Majure Clause is applicable to this agreement.

DATE & SIGNATURE OF BOTH THE PARTIES:

(Mr. _____) (Mr. _____)

Director

M/s Sarv Tech Private Limited M/s_____

Date:_____

Place:_____

Witness 1: _____

Witness 2: _____