

DRAFT EXPORT AGENT AGREEMENT

This agreement made at Chennai this day between Tamil Nadu Cooperative Milk Producers' Federation Limited having its registered office at Aavin Illam, Madhavaram Milk Colony, Chennai 600 051 hereinafter called "the Principal" (which expression shall unless it be repugnant to the context of meaning thereof, mean and include its successor and assigns) of the first part and M/s. and having their office at hereinafter called "the agent" (which express shall unless it be repugnant to the context or meaning thereof, mean and include the partners for the time being and from time to time constituting the said partnership firm, the survivors or survivors of them, the heirs, executors and administrations of such last survivor) of the second part.

WHEREAS, the Principal is marketing the Dairy products manufactured by its Federated District Cooperative Milk Producers' Unions and the Agent dealing in export business have approached the Principal to appoint them as its EXPORT AGENT in the country of for the promotion and sale of aavin milk products of the principal and its federated unions in the said countries.

AND WHEREAS the Principal has accepted the offer of the Agent to be its Export Agent, for the country of

NOW THIS DEED WITNESSES AND THE PARTIES HERETO

HEREBY AGREE AS UNDER

1. The Principal appoints the Agent and the Agent agreed to act as principal's sole Exporting Agent for the country of with effect from for a period of one year for the promotion and sale of the aavin products in the said area.
2. The Agent shall arrange to submit information pertaining to (i) International prices of milk products (ii) Market happenings (iii) Packaging (iv) Excise, import duty structure and (v) Shipping facilities with tariff etc. and shall work conscientiously for the promotion and sale of aavin products.
3. The Agent shall arrange to procure orders for milk products from prospective buyers / importers located in the country for which he is awarded the agency and pass it on to the Principal for execution.
4. The Principal will inform the price of the products to the Agent from time to time. The price will be quoted only on ex-dairy basis.
5. The Agent shall arrange for lifting of stock from dairies, arranging export inspection and clearance and shipping to the destination.
6. The Agent shall inspect and lift the product from dairies. The Agent shall agree that the product stock lifted will not be taken back by the dairy at any cost. It is the responsibility of the Agent to lift only the good stock.
7. The Agent shall agree that the Principal or its federated unions will not accept and spoilage / damage complaints on the stock supplied to them in future.

8. The Agent shall arrange the payment for the entire quantity of milk products to be exported, in advance either in the form of Demand Draft in favour of TCMPF Ltd. payable at Chennai (or) in the form of Irrevocable Letter of Credit opened in the name of TCMPF Ltd., Chennai.
9. The Agent agrees that the product will be released by the Principal or its federated unions only after realizing the cost of the stock in Principal's bank account.
10. The Agents shall be entitled to a commission of 2% on the basic sale value of the product exported in a month. However, the commission shall be payable only upon sale proceeds actually realized by the Federation and not on outstanding debts.
11. The Principal will be entitled to issue reasonable directions and instructions to the agent relating to the sale of the products of the Principal and its affiliated unions or otherwise relating to the agency business during the continuance of the agency and the agent will be bound to obey and observed the said direction and instructions without any deviation.
12. The Agents shall deposit with the Principal a security deposit of Rs. Lakhs in the form of Bank Guarantee for the due performance of this agreement.
13. The Principal may terminate this agreement, if the agent fail to comply with the terms of this agreement or do not perform satisfactorily. The Principal's opinion shall be final in this regard. However, the Principal shall give one month's notice to the agent to submit its explanation on the grounds on which the Principal intends to terminate the agreement.
14. Either party may terminate the agreement by giving three months notice in writing to the other party. The accounts between the parties shall be settled and finally adjusted within three months from the date of termination of agency.
15. The agent shall not assign or transfer the agency to any other person in any manner without the consent of the Principal in writing.

Arbitration:

In case either party to the contract is aggrieved by and breach of the conditions of the contract, either party shall have the right to raise the dispute before the Deputy Registrar (Dairying) court, Thiruvallur, by way of arbitration, under section 90 of the TamilNadu Co-operative Societies Act, whose award shall be final and binding on both the parties. To this effect, the Agent shall become an Association member by paying the required fees.

Territorial jurisdiction:

The parties hereby agree to take recourse to their legal remedies within the territorial jurisdiction of the Deputy Registrar (Dairying) Court.

IN WITNESS the parties have executed these presents on the day and year herein above written and in the manner herein after mentioned.

PARTY OF THE FIRST PART

PARTY OF THE SECOND PART

WITNESS:

1.

2.

**THE TAMILNADU COOPERATIVE MILK PRODUCERS' FEDERATION LTD.,
CORPORATE OFFICE, MARKETING UNIT,
No.3A, Pasumpon Muthuramalinganar Salai, Nandanam, Chennai 600 035**

SPACE FOR AFFIXING PHOTO	APPLICATION FOR EXPORT AGENT
	APPLIED FOR THE COUNTRY OF

Name of the Company and address	
Name of the Proprietor / Partner / M.D. of the Company (Copy of Registration / Partnership deed)	
Educational qualification of the Proprietor b/ Partner/M.D. of the Company	
Nature of existing business / experience in the field	
GST No. (copy of document to be attached)	
Contact details: Mobile Phone Number Landline Number email-id Website, if any	
FINANCIAL BACKGROUND	
Present monthly turn over (last one year back statement to be enclosed) The amount that could be invested in this venture Income Tax details	
Prior Experience in Selling Dairy Products to other countries	
Name of the Company	
Products dealt	

Turn over per month (copy of documents to be enclosed)	
Prior experience in selling other products to other countries	
Area of operation preferred (Name of the city and country to be mentioned)	
EXPORT LICENCE NO.	

DECLARATION

I hereby declare that the above mentioned particulars are true to the best of my knowledge. If The Tamil Nadu Cooperative Milk Producers" Federation come to know that any of the above information is false, I agree that they will have the right to reject my request for Export Agent (or) liable for other action.

SIGNATURE OF THE APPLICANT

Note:

1. The applicants are requested to indicate the quantity of products they can sell per month
2. They have to indicate the product wise margins they require for doing this work
3. They have to indicate the location (Name of the Country they want to work
4. Postal / Courier delays will not be accepted.