MANUFACTURER - SELLER AGREEMENT

This Agreement is made on this …. of ….. **, ……..**, by and between:

1. Manufacturer:
Name: WASTHRA CEYLON (PVT) LTD
Company Registration Number: PV 00245820
Address: Keliyawelanna, Bandagiriya , Hambantota
Contact Person: Thanuja Madusanka Chandrasekara
ID Number:
Phone Number: 070-1657034
Email: thanuja@wasthraceylon.com

2. Seller:
Name:
Company Registration Number:
Address:
Contact Person:
ID Number:
Phone Number:
Email:

RECITALS
WHEREAS, the Manufacturer is engaged in the business of manufacturing and selling products under three brand names

1. **Naari** - Diapers for babies and adults, sanitary pads for women, and other related products under the brand name.
2. **Moksha** – Banana based healthy food products and derivatives made out of banana as an ingredient. Also, non-banana-based food produced by the manufacturer.
3. **Eco Pack**- Packaging solutions produced by the manufacturer.

WHEREAS, Seller is engaged in the business of purchasing products from manufacturers for resale;
WHEREAS, Seller desires to purchase and sell the manufacturer's products;
NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Appointment

1.1. Manufacturer hereby appoints seller as an exclusive seller of all or any combination of the above branded products within the […….....] during the term of this agreement.

1.2. The seller agrees to actively promote and sell the manufacturer's products within the designated [……..].

2. Term

2.1. This agreement shall commence on the effective date and shall continue for a period of one year unless terminated earlier in accordance with the provisions of this Agreement.

2.2. The term may be renewed upon mutual agreement of both parties in writing at least sixty (60) days prior to the expiration of the current term.

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3. Products

3.1. The Manufacturer agrees to supply the products to the Seller:

- Product list, prices, profit percentages, and specifications will be shared separately upon signing the agreement.

3.2. The Manufacturer may introduce new products or discontinue existing products at its discretion, provided that the seller is notified in writing at least sixty (60) days in advance.

4. Minimum Purchase Obligation

4.1. The Seller agrees to purchase a minimum quantity of each item designated in a separate document, either of any single product or in combination of multiple products, from the manufacturer during the term of this agreement, subject to the following conditions:

a) The seller may choose to fulfill this minimum purchase obligation by ordering any products offered by the manufacturer.

b) The combination of products and quantities ordered to meet the minimum requirement is at the seller's discretion, provided the total number of units meets or exceeds the minimum quantity of each product as indicated in the.

c) The seller shall fulfill the minimum purchase obligation at least within two (02) months from the effective date of this agreement.

d) The manufacturer shall ensure the availability of products to allow the seller to meet the minimum purchase requirement within the specified period.

e) Failure to meet the minimum purchase requirement within the specified period may result in immediate termination of the agreement solely at the discretion of the manufacturer. Termination is subjected to deduct the charges.

5. Order and Supply

5.1. Seller shall place orders in writing specifying the quantity, delivery schedule, and any other specific requirements.

5.2. Manufacturer agrees to supply the products as per the order specifications within the agreed time frame. All orders are subject to the manufacturer's acceptance and availability of stock.

5.3. Bulk orders shall be placed at least fourteen (14) days in advance to ensure timely delivery.

6. Pricing and Payment Terms

6.1. The prices for the products shall be as set forth in the separate document provided by the manufacturer at the signing of the agreement. Prices are subject to adjustment based on market conditions, material costs, and other factors, with at least thirty (30) days prior notice to the seller.

6.2. Payment shall be made by seller to manufacturer as follows;

a) The payment for the first order shall be made at the time the order is placed.

b) The seller may place orders with the manufacturer for the subsequent purchase of goods under a bill-to-bill payment arrangement. Each order placed by the seller shall be treated as a separate transaction.

6.3. The manufacturer shall issue an invoice for each order immediately upon dispatch of the goods.

6.4. The seller shall make full payment for each order upon receipt of the respective invoice from the manufacturer. Payment shall be due within seven (7) days from the date of the invoice.

6.5. The seller shall not be entitled to place any further orders until payment for the previous order has been fully settled.

6.6. All payments shall be made in Sri Lankan rupees and shall be exclusive of any taxes, duties, or other charges.

Late Payment Penalties: First two weeks, 10% penalty, and 20% after the first two weeks, up to four (04) weeks after the first two weeks. If the payment is not completed by the above specified time (6 weeks from the due date) the agreement will be terminated and the deposit will only be paid one month after the legal fees and damages are rectified.

7. Profit Percentage,

7.1. Seller's percentage of profit shall shared in a separate document

8. Security Deposit

8.1. First order amount + bank deposit should be paid with the signing of agreement. The deposit will be determined based on the number of districts to be covered and the number of brands distributed by the seller.

- Naari Eco Pads Only – LKR 2.0 million per district.
- Moksha and Eco Pack only – LKR 1.0 million per district
- Naari, Moksha,Moksha Franchies and Eco Pack – LKR 1.5 million per district.(franchise shop or food truck must should start within 2 month from the the agreement date)

8.2. The deposit shall be returned to the seller within one month from the date of expiration or earlier termination of this agreement, after deducting any unpaid bills, outstanding invoices, or other amounts owed by the seller.

9. Delivery and Risk of Loss

9.1. Delivery of orders shall be made by the manufacturer to a warehouse mutually agreed upon by the manufacturer and the seller.

9.2. The risk of loss shall remain with the manufacturer until acceptance of delivery by the seller.

9.3. The risk of loss shall transfer to the seller upon successful delivery of the products to their warehouse.

9.4. The manufacturer shall be responsible for any damage to the products during transit until the point of delivery.

10. Warranty

10.1. The Manufacturer warrants that the products supplied under this agreement will be free from defects in material and workmanship until the time of delivery.

10.2. The manufacturer shall be responsible for replacing any part or portion of the order upon receipt of satisfactory evidence of such defects prior to acceptance of delivery.

10.3. Products will be delivered to the seller within one month of the manufactred date. Since the expiry dates are longer in most products, manufaturer will not accept any return based on the expiration of the expiry date. –

10.4. Upon successful acceptance of the delivery, whether in whole or in part, by the seller, the manufacturer shall be relieved of any further warranty obligations for the order accepted by the seller.

11. Confidentiality

11.1. Both parties agree to keep confidential all proprietary information and trade secrets and other non-public information received from the other party during the term of this agreement.

11.2. This confidentiality obligation shall survive the termination of this agreement for a period of five (05) years.

12. Termination

12.1. Either party may terminate this agreement by giving sixty (90) days written notice to the other party.

12.2. The Manufacturer reserves the right to call for immediate termination of this agreement if the seller fails to sell the products, honor the payment terms, or fails to meet the minimum purchase obligation as specified in this agreement.

12.3. Upon termination, all outstanding invoices and other amounts owed shall become immediately due and payable.

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13. Governing Law

13.1. This agreement shall be governed by and construed in accordance with the laws of Sri Lanka.

14. Dispute Resolution

14.1. Any disputes arising out of or in connection with this agreement shall be resolved through negotiation. If negotiation fails, the dispute shall be referred to arbitration in accordance with the laws of Sri Lanka.

15. Force Majeure

15.1. Neither party shall be liable for any failure or delay in the performance of its obligations under this agreement if such failure or delay is caused by circumstances beyond its reasonable control, including but not limited to acts of God, war, strikes, or government regulations.

15.2. The party affected by force majeure shall promptly notify the other party in writing and shall make all reasonable efforts to resume performance as soon as possible.

16. Miscellaneous

16.1. This agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings, whether written or oral.

16.2. No modification or amendment of this agreement shall be valid unless in writing and signed by both parties.

16.3. Neither party may assign its rights or obligations under this agreement without the prior written consent of the other party.

16.4. If any provision of this agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

16.5. This agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Appendix A: Product Pricing

1. Discounts and Adjustments

Volume Discounts:

[…….]

Promotional Discounts:

[…….]

Adjustments: Any changes to the prices due to fluctuations in cost of materials or other factors will be communicated in writing and adjusted accordingly.

2. Payment Terms

Payment Method: 007100200036777
wasthra ceylon (pvt) ltd
People's Bank -Hambanthota

3. Effective Date

The prices listed in this Schedule A are effective as of [Date].

4. Amendments

Any changes to the prices or terms listed in this Schedule A must be agreed upon in writing by both Parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Manufacturer - WASTHRA CEYLON (PVT) LTD

Authorized Signature: _____
Name: Thanuja Madusanka Chandrasekara

Witness: _____
Name:
Address:
NIC:

Seller's Name:

Authorized Signature: _____
Name:

Witness: _____
Name:
Address:
NIC:

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