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Dated:

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ments



This agreement is dated:

The principal is:

(“the

The principal’s address is:

The agent is: [agents’nam

(“the Agent”)

The agent’s address is:

Definitions:

These definitions apply u

ferent interpretation:

“Confidential Information”

n of about a party but does
t it is reasonably necessary
or other person in the usual
cludes among other things:
their personal contact
methods of doing business,
pliers and customers. It
out supplier’s agent’s

“Intellectual Property Right

e Principal in intellectual
ether or not registered or
try, including intellectual
into existence after today;
others, patents, trade,
gns, copyrights, software,
s, creations and inventions.

“Net Sales Receipts”

receivable for sales of the
of any sales tax, packing
mission due to the Agent.

“Products”

all goods offered to the
accepted by the Agent to

“Territory”

country / state/ county of

The terms of the Agreement

1 Formation and des



- 1.1 The Agent shall [redacted] for the sale of the Products within the Territory [redacted] Agent.
- 1.2 [The agency [redacted] not exclusive in that the Principal will [redacted] who order direct without reference to [redacted] any time been introduced to the Principal [redacted]
- 1.3 This agreement [redacted] Agent may not delegate or sub-contract [redacted] agreement.
- 1.4 Nothing in this [redacted] create a partnership or the relationship of [redacted] the parties.
- 1.5 This agreement [redacted] t between the parties and supersedes a [redacted] understandings between the parties. Each [redacted] ing into this agreement, he does not rely [redacted] or other term not forming part of this ag[redacted]
- 1.6 All conditions [redacted] implied by the law of any country are h[redacted] of such country permits.
- 1.7 The Principal [redacted] of this agreement.

2 Terms of appointment

- 2.1 The Principal [redacted] his exclusive agent in the Territory for t[redacted] Agent hereby agrees to act in that capaci[redacted] eement.
- 2.2 The Principal [redacted] customers who contact the Principal dire[redacted] the Principal for the Sales Receipts from [redacted]
- 2.3 In marketing [redacted] describe himself as [Sales Agent / Marke[redacted]
- 2.4 The Agent shall [redacted] all regulatory approvals and licenses neede[redacted] in the Territory, including in particular . . . [redacted]
- 2.5 The Agent will [redacted] ctly in the sale or marketing of any other p[redacted] cts.

3 Agent's general duties

The Agent agrees th[redacted]

- 3.1 look after the [redacted] dutifully and in good faith;
- 3.2 communicate [redacted] any information available to him;
- 3.3 comply with the [redacted] Principal;
- 3.4 use his best efforts [redacted] Products;
- 3.5 cultivate and [redacted] customers and potential customers in [redacted];
- 3.6 comply with all [redacted] Products relating to the sale of the Products;
- 3.7 advise the Principal [redacted] of any new law or regulation relating to the [redacted] rules of the Products;
- 3.8 refer prospective [redacted] Territory promptly to the Principal;
- 3.9 not use any means [redacted] other product, which could be confused with [redacted] of the Products.

4 Agent's duty to sell

- 4.1 The Agent shall [redacted] reports to the Principal in the form, on the [redacted] with the detail set out in Schedule 1.
- 4.2 All sales by the [redacted] to the Principal's standard terms and conditions [redacted] course of dealing with all customers and [redacted] the Products, bring to their notice such [redacted] terms and conditions [redacted] into a contract for the sale of any Product;
- 4.3 the Agent shall [redacted] use, warranty, guarantee or representation [redacted] than those contained in the terms and conditions [redacted];
- 4.4 The Agent will [redacted] any promotional activity or project at [redacted] cost;
- 4.5 The Agent will [redacted] the Principal at the prices specified from [redacted];
- 4.6 Title to the Product [redacted] the Agent.
- 4.7 The Agent shall [redacted] the Products if it knows or

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