

INTERNATIONAL COMMERCIAL AGENCY CONTRACT



Date:

Between:

..... [company legal name] whose registered office is at
..... [address, city and country] and registration/fiscal number is
..... (hereafter referred to as “the Principal”),

and:

Alternative A [When the Agent is an individual]

Mr./Ms., of legal age, [include professional qualification], Tax Identification Number....., registered address , acting on his/her own behalf (hereafter, “the Agent”).

Alternative B [When the Agent is a company]

..... [company legal name] whose registered office is at
..... [address, city and country] and registration/fiscal number is
..... (hereafter referred to as “the Agent”).

It is agreed as follows:

1. Products and Territory

The Principal authorizes the Agent, and the Agent accepts, the right to act as Commercial Agent to promote the sale of:

Alternative A. The following products (hereafter “the Products”), in the following designated territory: (hereafter “the Territory”).

Alternative B. The products as described in Annex 1 of the present Contract (hereafter “the Products”) in the territory as set out in Annex 1 (hereafter “the Territory”).

2. Functions of the Agent

Alternative A. The Agent may negotiate sales transactions on behalf of the Principal, without being entitled to sign contracts on the Principal’s behalf or impose any sort of legal or other obligation upon the Principal. The Agent shall merely inform clients as to the sales conditions established by the Principal.

Alternative B. The Agent shall negotiate and close sales transactions on the Principal's behalf. When negotiating with clients, the Agent shall promote the Products strictly under the sales conditions and clauses stipulated by the Principal.

3. Acceptance of orders

The Agent shall inform the Principal of any order received. The Principal may refuse to deal with any order managed by the Agent; nevertheless the continued rejection of orders shall be deemed contrary to good faith and shall be considered a breach of contract by the Principal. The Principal shall inform the Agent within [3, 7, 10] calendar days of the acceptance or rejection of orders passed on by the Agent.

4. Obligation to meet a minimum sales objective

The Agent undertakes, for each year of the term of the Contract, to pass on orders for a minimum of [insert amount of money] and/or [insert amount of products]. Should the Agent fail to meet the minimum objective established hereunder by the end of each year, the Principal shall be entitled to choose between: a) termination of the Contract; b) cancellation of exclusivity, where applicable; c) reduce the size of the Territory. The Principal must give written notice to the Agent of the exercise of such rights within 30 calendar days from the end of the year in which the minimum objective was not achieved.

5. Exclusivity

Alternative A. Throughout the term of the present Contract, the Principal shall not grant sales rights for the Products within the Territory, to any third party. Nevertheless, the Principal shall be entitled to negotiate directly, without the Agent intermediating, with clients located in the Territory on condition that the Principal informs the Agent of such agreements. In such cases, the Agent shall be entitled to receive a reduced commission as set out in Annex 2, unless the Principal has reserved the right to negotiate exclusively with clients mentioned in Annex 3 of the present Contract.

Alternative B. The Principal may grant to any third party the right to represent and sell its Products in the Territory. The Agent shall not be entitled to commission for sales thus generated.

This is a sample of 2 pages out of 10 of the International Commercial Agency Contract

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