

AU-MADagt04

Export marketing agency agreement: sale of goods; agent carries stock

Contents

1. Definitions
2. Interpretation
3. Basis of agreement
4. Appointment of agent
5. Ordering, delivery and stock management
6. Prices and order acceptance
7. The Bank Account
8. Agent's negative obligation
9. Agent's positive obligation
10. Marketing plans and reports
11. Commission payment procedure
12. Bringing the Product home
13. Product not as ordered
14. Liability for defects
15. Management of stock in Agent's hands
16. Risk and retention of title
17. Principal's warranty and service policy
18. Rights and duties of the principal
19. Confidential Information
20. Intellectual property
21. No competition
22. Indemnities
23. Assignment
24. Sale of business or change of Control
25. Termination
26. Consequences of termination
27. Miscellaneous matters

Schedule 1 [all schedules to be named when you have decided ■ ■ ■ ■

[XXXXXXXXXXXXXXXXXXXX]

Schedule 2

This agreement is dated: [date]

The Principal is: [Principal's name] ("the Principal")

The Principal's address or registered office is: [Principal's address]

The Agent is: [Agent's name] ("the Agent")

The Agent's address or registered office is: [Agent's address]

The contract terms are:

1. Definitions

These definitions apply unless the context ■■■■■■■■■■■■■■■■■■■■■■ :

"Bank Account" means an account with [name] Bank in the Territory, in the name of ■■■■■■■■■■■■■■■■■■■■■■ ■■■■■■■■■■■■■■■■■■■■■■ .

"Confidential Information" means all information about the parties to this agreement, including any information which may give a commercially competitive advantage to any other person. It does not include information that it is reasonably necessary to disclose to a Customer or other person ■■■■■■■■■■■■■■■■■■■■■■ ■■■■■■■■■■■■■■■■■■■■■■ ■■■■■■■■■■■■■■■■■■■■■■ ■■■■■■■■■■■■■■■■■■■■■■ : information about staff and their personal contact information, data or information relating to product plans, marketing strategies, finance, operations, customer relationships, customer profiles, sales estimates, business plans, and internal performance ■■■■■■■■■■■■■■■■■■■■■■ , ■■■■■■■■■■■■■■■■■■■■■■ , ■■■■■■■■■■■■■■■■■■■■■■ ■■■■■■■■■■■■■■■■■■■■■■ ; It includes information about the Intellectual Property and ■■■■■■■■■■■■■■■■■■■■■■ - ■■■■■■■■■■■■■■■■■■■■■■ .

"Control" (including all derived terms), means, with respect

"Product" means any goods or product which the Principal offers ■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■.

“Product” means the products specified in [Schedule Number]

“Product” means [define the products offered]

2. Interpretation

[illegible]

- [illegible]

3. Basis of agreement

- 3.1. This agreement contains the entire agreement between the parties and supersedes all previous agreements and understandings between the parties. Each party acknowledges that, in entering into this agreement, he _____, _____.
- 3.2. All conditions, warranties and other terms implied by the law of any country are hereby excluded _____.

- [illegible]

4. Appointment of Agent

- [illegible]

OR

- 4.2. The Principal hereby appoints the Agent as his [exclusive / non-exclusive] world-wide sales agent for all present and future [] .
- 4.3. [The agency created by this agreement is not exclusive in that the Principal will supply Product to Customers who order direct without reference to the Agent and []].
- 4.4. The Agent agrees that he will: look after the interests of the [] ;
- 4.5. The Principal now authorises the Agent to act [] :
- 4.5.1 hold and manage stock of the Product [] ;
- 4.5.2 initiate and maintain marketing plans in [] ;
- 4.5.3 identify prospective Customers for the Product;
- 4.5.4 negotiate sales contracts within the parameters set by the Principal and notified [] ;
- 4.5.5 operate the Bank Account;

- [illegible]

5. Ordering, delivery and stock management

- 5.1. By agreement with the Principal, the Agent will set levels for stocks of Products. Stock levels will be based [] .
- 5.2. Each month, and more often if necessary, the agent shall send a stock requisition to the .
- 5.3. The Principal shall endeavour to send the Products requisition within [two] .
- 5.4. Products shall be sent to the Agent by [full details of method, Incoterm, named agents and other] .

- 5.5. The Agent will store all the Product at his expense and at a location agreed by the Principal and any
.....
- 5.6. The Agent must keep the Products insured to their full value against all usual risks to the reasonable satisfaction of the Principal until sold to Customers by the Agent. The Principal
.....
- 5.7. The Principal and/or his authorised representative has the right
.....,
- 5.8. [If payment is direct to Principal] The contract between the Principal and any
.....

6. Prices and order acceptance

- 6.1. The Price of the Products shall be
.....

OR

- 6.2. The Principal will sell the
..... [.....].

AND

- 6.3. Once agreed, the Price for the [.....]
.....

OR

- 6.4. The Principal may increase the Prices at any time upon giving [12] weeks
.....,
.....

- 6.5. The maximum amount of [] .
- 6.6. The Principal reserves the right to reject any order or to cancel any [, ,] .
- 6.7. If it rejects an order, or cancels [,] .
- 6.8. Nothing said or done by the Principal is an acceptance of an order [] .

OR

- 6.9. Nothing said or done by the Principal [,] .

7. The Bank Account

- 7.1. Compliance with all matters [] .
- 7.2. So far only as the law [,] ;
- 7.3. So far as the law in the Territory allows, [] .
- 7.4. All money received by the [] ;
- 7.5. Once in every month, or when the Principal [,] .
- 7.6. The Agent shall pay out of the [] .

- [illegible]

8. Agent's negative obligations

[illegible]

- 8.1. sell any other   ;
- 8.2. make or give any promise, warranty,   ;
- 8.3. be involved in any way in   ;
- 8.4. sell the Products outside the Territory or   ;
- 8.5. appoint any other person as an   ;
- 8.6. use any advertising   ;
- 8.7. supply the Products to  .

(Use this
.....)

11.1. The Principal will pay commission to the Agent on Net Sales
..... [.....
.....
.....].

11.2. The rates of [.....].

11.3. The Agent undertakes to send to the Principal
.....
..... .

11.4. Within [24] hours of making ,
.....
..... .

11.5. Before the 10th day of each month the Agent will send to
..... (.....
.....)
..... .

11.6. The Principal shall immediately check whether he has received
payment
..... ,
..... .

11.7. Before the [10th] day of each month the
.....
.....
..... .

OR

11.8. A list of invoices on which commission is
..... ,
..... .

11.9. The Principal shall pay commission by [method] [10th]
.....
..... .

11.10. Commission payments shall
..... :

.....
.....].

11.18. The rates of [.....].

11.19. The Principal shall bear the cost of currency conversion on payments made out of the Bank Account.
.....
..... .
..... ,
..... .

11.20. If at any time the Agent has taken orders for Product which are not subsequently delivered to the Customer
..... ,
.....
.....
.....
..... .

11.21. The Agent will, at all times, maintain accurate books and records relating to
..... , ,
.....
..... .

11.22. When the Principal sends an invoice ,
.....
.

11.23. Before the [10th] day of each month the
.....
.....
..... .

OR

11.24. A list of invoices on which commission is
..... ,
..... .

11.25. The Principal shall pay commission by [method] [10th]
.....
..... .

11.26. Commission payments shall
..... :

14. Liability for defects

14.1. The Agent agrees to comply with the terms and conditions ("Terms & Conditions") of the applicable law, regulations, and policies of the relevant jurisdiction.

14.2. The Agent will accept Products returned by Customers for any reason at his _____

 _____, _____
 _____.

14.3. Subject to the Customer T&C, the Customer shall be deemed to have accepted the Service upon the first use of the Service.

```
14.3.1 the defect is reported ■■■■■■■■■■ [ 12 ] ■■  
      ■■■■■■■■■■ ;
```

[illegible]

14.3.3 the Customer has returned the

OR

14.4. In any case where it is clear to the ■■■■■■■■■■■■■■■■■■■■■■
 ■■ , ■■■■■■■■■■■■■■■■■■■■■ [■■■■■■■■■■■■■■■■■■■ / ■■■■■■■■■■■■■■■■■■■
 ■■■■■ / ■■■■■■■■■■■■■■■■■■■]

14.5. As soon as the Products are received by _____,

_____.

OR

14.6. If the Principal agrees that he is liable, he

15. Management of stock in Agent's hands

15.1. The Principal remains at all times and in all _____,
_____, _____,
_____.

15.2. The Principal and $\mathbf{A} = \begin{bmatrix} 1 & 2 & 3 \\ 2 & 1 & 3 \\ 3 & 3 & 3 \end{bmatrix}$:

15.2.1 which Products will be marketed by the Agent;

[illegible]

15.2.3 what minimum space

[illegible]



15.4. So far as the
.....:

15.4.1 insure it against usual risks in its full
.....
.....;

[illegible]

15.4.3 not modify a Product in any way;

[illegible]

15.4.5 keep it separate from  .

16. Risk and retention of title

16.1. The Agent shall hold the Products on a

18. Rights and duties of the Principal

The Principal will:

[illegible][illegible][illegible][illegible]

18.5. supply to the Agent from time to time:

18.5.1 ■■■■■■■■■■■■■■■■■■■■■■ , ■■■■■■■■■■■■■■■■■■■■■■
■■■ , ■■■■■■■■■■■■■■■■■■■■■■ :

```
18.5.2 .....
      .....[.....];
```

[illegible][illegible][illegible][illegible]

20.2.4 [\[more\]](#)[illegible][illegible][illegible][illegible][illegible]

20.4.5 ■■■■■■■■■■ [■■■■■■■■■■] ■■■■■■■■■■
 ■■■■■■■■■■ ■■■■■■■■■■ ■■■■■■■■■■ [■■■■■■■■■■]
 ■■■■■■■■■■ .

[illegible][illegible]

[illegible]

23. Assignment

[illegible][illegible]

24. Sale of business or change of Control

[illegible][illegible]

24.3. The Agent agrees that this provision is fair.

25. Termination

25.1. [REDACTED] [REDACTED] [REDACTED]
[REDACTED] [REDACTED] [REDACTED]
[REDACTED] [REDACTED] [REDACTED]
[REDACTED] [REDACTED] [REDACTED]
[REDACTED] [REDACTED] [REDACTED] .

25.2. [REDACTED]
[REDACTED]
[REDACTED] :

For the first 12 month period from today \$ [00000]

For the second 12 month period from today \$ [00000]

For the third 12 month period from today \$ [00000]

For any 12 month period thereafter \$ [00000]

25.3. Either party may terminate this agreement:

25.3.1 [REDACTED] [3] [REDACTED]
[REDACTED] ;

25.3.2 [REDACTED]
[REDACTED] 28 [REDACTED]
[REDACTED] .

25.3.3 [REDACTED] , [REDACTED]
[REDACTED] [REDACTED] [REDACTED]
[REDACTED] 28 [REDACTED]
[REDACTED]];

25.3.4 [REDACTED] , [REDACTED] ([REDACTED]
[REDACTED]) [REDACTED]
[REDACTED]) [REDACTED]
[REDACTED] (2017
[REDACTED] . 2) [REDACTED] 2017 .

25.4. [REDACTED]
[REDACTED]
[REDACTED] .

26. Consequences of termination

..... :

[illegible][illegible][illegible]

OR

[illegible][illegible][illegible]

26.6.1 is not in breach of this agreement;

26.6.2 has achieved agreed sales targets;

[illegible]

$\mathbf{A} = \begin{bmatrix} a_{11} & a_{12} & \cdots & a_{1n} \\ a_{21} & a_{22} & \cdots & a_{2n} \\ \vdots & \vdots & \ddots & \vdots \\ a_{m1} & a_{m2} & \cdots & a_{mn} \end{bmatrix}$


27. Miscellaneous matters

[illegible]

[illegible][illegible][illegible]

OR

© Andrew Taylor and Net Lawman Ltd

27.8. 

[illegible][illegible]

27.13.

[illegible][illegible]

Address

Address

Schedule 1: Marketing plans and reports

.....

..... :

18

[illegible]

Schedule 2: Commission rates

[.....
.....]

Explanatory notes:

Export marketing agency agreement: sale of goods; agent carries stock

Comments following the numbered paragraphs

1. Definitions

[illegible]

We use	You decide to change to
Product	Device / Supergram / Radiodata Controller / SATZ Range / ■ ■ ■ ■ / ■ ■ ■ ■
Principal	Superfactors / Jane Smith Ltd

But if you do change the defined word, **make sure it applies to every use** ■
■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ .

[illegible]

2. Interpretation

[illegible]

3. Basis of agreement

[illegible]

4. Appointment of Agent

The terms of appointment are very important. Agree all aspects of the structure in order to avoid future problems. It is not essential to specify the

duties of the agent. You just want him to sell.

.

[illegible]

5. Ordering, delivery and stock management

6. Prices and order acceptance

7. The Bank Account

[illegible]

dealing will certainly ■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■.

8. Agent's negative obligations

[illegible]

9. Agent's positive obligations

See last paragraph/.

10. Marketing plans and reports

If you have sent stock abroad, your most common concern will be to have

11. Commission payment procedure

Option One

[illegible]

We have provided a very comprehensive set of terms. Change them as you see fit.

_____.

Commission payment procedure

Option Two

[illegible]

12. Bringing the Product home

When things go wrong with a relationship, co-operation may be rare. These provisions are intended

13. Product not as ordered

[illegible]

14. Liability for defects











[illegible]

15. Management of stock in Agent's hands

Edit these practical arrangements as you require.

16. Risk and retention of title


[illegible]

- 16.1. The concept and use of a provision for retention of title is helpful in only one situation. That is when you are competing against some other party to establish ownership of goods in the 



.
- 16.2. If your goods are far away, the chance of success in asserting 

.
- 16.3. The only safe procedure is to limit the 
.

17. Principal's warranty and service policy

You have no obligation to give these warranties to the agent and he is unlikely to benefit from them. We have included them

18. Rights and duties of the Principal

This is a collection point for  .

We give you these options:

23.1. Neither party may assign the contract

Action: use first option and del the remainder

23.2. Both parties may assign.

Action: delete all paragraph

23.3. Both


Action: leave first sub paragraph only.

23.4. You may assign but not other party.

[illegible][illegible]

Action: use second alternative and delete first.

24. Sale of business or change of Control

The last paragraph on “assignment” does

.

,

.

[illegible][illegible]

25. Termination

[illegible]

