

COMMERCIAL AGENCY AGREEMENT

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BETWEEN THE UNDERSIGNED:

X, company [legal form] by law (...), which has its registered office situated at (...), registered with (...) under the number (...), validly represented by (...) acting in his/her capacity as (...);

Hereafter referred to as the “**Company**”

ON THE ONE HAND

AND

Y [full name], domiciled at (...),

Hereafter referred to as the “**Agent**”

ON THE OTHER HAND

The Company and the Agent will hereafter be referred to individually as the “Party” and collectively as the “Parties.”

1. Object

1.1 The Company appoints the Agent in the capacity of a commercial agent, which the Agent accepts.

1.2 The Agent will accomplish, in a stable and continuous fashion, promotional activities and the commercialisation of the Company’s products, reproduced in Appendix I (hereafter the “Products”):

1.3 The Territory on which the Agent will develop its activity is strictly limited to the country and/or region which are stated in Appendix II (hereafter the “Territory”).

1.4 The Products which are stated in Appendix I will be susceptible to be modified unilaterally by the Company without it being necessary that the Agent agrees. However, the Company must inform the Agent at least 30 days in advance.

2. Definitions

In the context of this Contract, the following terms will have the following meaning:

- **Business Days:** this term includes all the days except Saturdays, Sundays and Holidays;
- **Notification:** written document sent by means of communication assuring proof, as well as the date, of the reception of the letter;
- (...)

3. Commitments Made by the Agent

3.1 The Agent commits itself to using its best efforts so as to perform, in the name of and on the account of the Company, promotional activities and the commercialisation of the Products. The Agent will act in good faith and commits itself to look out for the interests of the Company.

3.2 The Agent will take charge of canvassing the Territory, namely to visit clients and to search for new clients.

3.3 The Agent will negotiate transactions, taking into account the grid of prices of the Products reproduced in Appendix III, and the general terms and conditions of sale of the Company which it recognises it has received a copy.

3.4 At the end of negotiations, the Agent will send an order form by fax and by E-mail to the Company. The information reproduced on this order form must be correct and

complete. In case of a refusal of an order form by the Company, the Agent will directly inform the client.

3.5 The Agent commits itself to follow the business and will take all the appropriate measures in the view of assuring the success of the Products.

3.6 The Agent will assist the Company in the recovery of its debts. The Agent will not collect any sum in the name and on the account of the Company without a prior written agreement from the same. The Agent commits itself to transmit directly to the Company any sums collected. The Agent cannot invoke any exceptions for refusing this transfer.

3.7 In all interactions with clients, including in the documents it will hand over to them, the Agent will mention the name of the Company.

3.8 Each month, the Agent will hand over to the Company a report detailing the state and the tendencies of the market and of the competition. The Agent will transmit on this occasion all the information relative to its own activity, notably the number of order forms generated, a description of business travels and possible complaints.

3.9 The Agent will perform its contractual obligations in a continuous manner and completely independently. It will determine freely its hours and the means to use in order to realise its mission.

3.10 The Parties recognise that there is no employment contract between them.

4. Obligations Made by the Company

4.1 The Company commits to freely placing at the disposition of the Agent all that is normally required for the exercise of its mission, notably brochures of presentation of the Products.

4.2 The Company will communicate to the Agent all changes to the pricing grid reproduced in Appendix III, to the general terms and conditions of sale and to all other documents necessary for the accomplishment of the Agent's mission. The Company will inform the Agent of the date on which the modifications will come into force.

4.3 If the Agent asks for it, the Company can, as an exception and at its own discretion, aid the Agent during negotiations with clients.

4.4 The Company has complete discretionary power to accept or reject the order forms which are delivered by the Agent. Once the order forms are communicated by the Agent, the Company will have (...) days to indicate its acceptance or its refusal of the order. In the case of silence by the Company, the order will be considered as if it was accepted.

5. Commissions

6.1 The Parties agree that in compensation for the obligations assumed by the Agent, the latter will receive a monthly commission equivalent to (...) % of the total sum except the VAT billed, for the month concerned, to all the clients of the Territory thanks to the intervention of the Agent. The abovementioned percentage will be calculated in relation to the wholesale price, which is to say without counting the relative sums of freight, insurance, packaging, taxes, tariffs related to importing and exporting and expenses related to customs.

6.2 The Agent will not have the right to a commission in the following cases:

- if the order form is refused by the Company;
- if the client does not pay for the Product and this failure is not attributable to the Company;
- if the performance of the transaction is made impossible, except if this impossibility is attributable to the Company;
- if the performance of the transaction cannot reasonably be expected by the Company, notably if the client commits gross misconduct;
- for transactions completed after the termination of this Contract.

6.3 The commission paid to the Agent includes all expenses that the Agent may have in order to perform this Contract, notably the cost of telecommunication, travel, training, infrastructure ...

6.4 The Company commits itself to supply to the Agent, in the month following the last day of each recording period, a written document representing the sums due for the period. The Agent will send to the Company an invoice representing the different elements of the commission no later than the 5th Business Day after the end of the period.

6.5 The Agent's invoices are due within 30 days of the date mentioned thereon. In the case of late payment, interest of (10) % per year will be due after notice to the Company from the Agent.

6.6 The Company will deposit payments exclusively in the bank account IBAN number (...) with the bank (...) (BIC) of the Agent.

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