

SALES REPRESENTATIVE AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, _____, by and between:

_____ [NAME OF COMPANY]
a company incorporated under English law under registered number _____
with a registered office at _____ [address]
(‘the Company’)

- and -

_____ [NAME OF SALES REPRESENTATIVE]
an individual resident at _____ [give full address]
(‘the Representative’)

WHEREAS:

- A. The Company (manufactures wholesales distributes) certain products and services as more particularly described in Schedule A hereto (the ‘Products’);
- B. The Company wishes to retain the Representative to act, and the Representative wishes to so act, as a sales representative of the Company, to represent and sell the Products within the Territory (as hereinafter defined).

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretation

1.1 In this Agreement the following terms shall have the following meanings:

- (a) ‘Net Sale Price’ means the sale price of Products net of freight, insurance, and duties.
- (b) ‘Person’ means any natural person, corporation, partnership or other entity or association.
- (c) ‘Products’ means all of those products listed in Schedule A hereto.
- (d) ‘Quarter’ means: (i) the 3-month period running from the effective date of this Agreement, and (ii) each subsequent 3-month period thereafter.
- (e) ‘Territory’ shall mean the territory set out in Schedule B hereto.
- (f) ‘Working Day’ shall mean 8:00 AM to 5:00 PM, Monday to Friday, excluding bank and public holidays in England.

1.2 Words importing the singular shall include the plural and vice versa; words importing the masculine gender shall include the feminine; and words importing persons shall include corporations. Titles used in this Agreement are for convenience only and shall not be deemed to affect the meaning or construction of any of the terms, provision, covenants, or conditions of this Agreement.

2. Appointment of Representative; Term; Run-Off Period

2.1 The Company hereby appoints the Representative as its non-exclusive sales representative in the Territory, and the Representative hereby accepts the appointment.

2.2 This Agreement shall commence on the ____ day of _____, _____ and shall continue in force and effect until terminated by either party in accordance with the provisions of this Agreement.

2.3 Upon termination of this Agreement, there shall be a run-off period which shall continue for a further ____ days following the termination date.

3. Commissions

3.1 The Representative shall earn a commission on all completed Product sales made by the Representative to customers in the Territory calculated as follows:

- (i) _____ per cent (___%) of the Net Sale Price of Products sold on a prepaid basis;
- (ii) _____ per cent (___%) of the Net Sale Price of Products sold on credit;
- (iii) a percentage to be negotiated between the parties, in advance of sale, on the Net Sale Price of orders on which the Company allows a quantity discount or other trade concession.

3.2 Upon the termination of this Agreement, the Representative shall be entitled to commissions on all sales concluded during the run-off period:

- (i) if the sale was mainly attributable to the Representative's efforts during the term of this Agreement, or
- (ii) if the customer order reached the Representative or the Company before the termination of this Agreement.

4. Refunds

In the event that the Company refunds a customer for any sale on which the Representative has already been paid commission, the commission amount attributable to such sale shall be deducted from the next commission payment to the Representative, and the Company shall detail the refund in the commission statement accompanying such payment.

5. Obligations of the Representative

At all times during the Term of this Agreement, the Representative shall:

- 5.1 Devote its best efforts to promoting, marketing and selling the Products to customers within the Territory.
- 5.2 Refrain from selling any Products to customers outside the Territory. If the Representative receives an enquiry or lead from outside the Territory, it shall refer such enquiry or lead directly to the Company.
- 5.3 Fully and accurately communicate the Company's policies to all potential and present customers, and shall make or give no other representations or warranties other than those contained in the Company's standard terms of sale.
- 5.4 Communicate to the Company all necessary information and inform the Company of any problems concerning customers within the Territory.
- 5.5 Inform the Company if the Representative is representing or plans to represent any other business firm anywhere within the Territory. In no event shall the Representative be involved, either directly or indirectly, with any business offering products or services which compete with the Company's Products within the Territory.
- 5.6 Within ___ Working Days following the end of each calendar month, provide the Company with a report of all sales within the Territory for the previous month.
- 5.7 Conduct any and all sales activities in connection with the Products in a lawful manner, consistent with the highest standards of fair trade, fair competition and business ethics.
- 5.8 Use its best efforts to diligently and faithfully develop demand for the Products and to solicit purchases thereof so as to maintain a substantial and increasing volume of sales of the Products.

THIS IS A 6-PAGE CONTRACT with 2 pages of schedules.