

<b>Type/Clase :</b>	Contrat-type /Model contract /Modelo de contrato
<b>Source/Procedencia :</b>	Union internationale des agents commerciaux et des courtiers / International union of commercial agents and brokers / Unión internacional de agentes comerciales y corredores
	De Laïressestraat, 158 Amsterdam, 1075 HM Netherlands
<b>Date de publication :</b>	2001
<b>Date of publication :</b>	
<b>Fecha de publicación :</b>	
<b>Tél/Tel :</b>	(31) 020 470 01 77
<b>Fax :</b>	(31) 020 671 09 74

**Avertissement:** Les contrats et guides de la présente collection ont été sélectionnés à seule fin d'illustration. Leur contenu et leur utilisation n'engagent pas la responsabilité de *Juris International*.

**Please note:** The contracts and guides contained in the present collection have been selected for illustrative purposes only. *Juris International* shall not be liable for their contents or use.

**Advertencia:** Los contratos y las guías de la presente colección han sido seleccionados únicamente a manera de ilustración. Su contenido y utilización no comprometen la responsabilidad de *Juris internacional*.

**IUCAB AGENCY CONTRACT**

---

This contract is in accordance with the EEC-Council Directive of 18 December 1986 on the co-ordination of the laws of the member states relating to self-employed agents.

---

The undersigned:

1. Messrs: \_\_\_\_\_  
(Principal) of \_\_\_\_\_

entrust

2. Messrs: \_\_\_\_\_  
(Agent) of \_\_\_\_\_

with their sole agency for the Territory:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

for the sale of the following Products:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. The Agent shall endeavour to obtain business for the Principal and is bound to serve the interests of the said Principal to the best of his ability. He will do his best to provide all information necessary for the purpose of promoting business, and especially inform the Principal immediately about every order received. He may not deviate from the prices, delivery and payment conditions of the Principal without his consent.
4. The Principal will provide the Agent with all necessary samples as well as printed and advertising matter free of charge, custom duties and carriage. The samples remain the property of the Principal, provided that they are not intended for consumption, and will be returned by the Agent on request and at the expense of the Principal.

The Principal will supply the Agent currently with all information of importance for the conduct of business, furthermore he will inform him without delay especially of the acceptance or refusal of orders. He will also inform the Agent without delay, if there is a possibility that he can only accept orders to a limited extent. This especially includes information about all contacts with companies within his Territory. The Agent will be supplied with copies of correspondence with firms in his Territory and of all invoices.

5. The Agent is only entitled to collect money from the customers in the case of explicit written authorization.
6. The commission will be \_\_\_\_\_ % (in words: \_\_\_\_\_ percent). Of the invoice amount for all business, both direct and indirect, transacted with customers in the Territory mentioned under 1.

In case the Agent has to charge the Principal with value-added tax by virtue of the legal provisions, the commission is to be assessed on the invoice amount minus value-added tax. In that case the Agent shall receive the value-added tax on top of the commission and any other reimbursements and allowance at the rate prescribed by the law. The calculated value-added tax is payable at the same time as the commission and any other reimbursements and allowances.

The Principal will furnish the Agent monthly/quarterly with a statement of commission due upon all deliveries made during the previous month/quarter. The commission, to which according to such statement the Agent is entitled, falls due on the day the statement is forwarded.

The Agent's claim to the commission expires only in respect of any delivery for which it is certain, that the customer will not pay for it; commission amounts that have already been received by the Agent will be taken into account in the next commission statement. The Agent is also entitled to commission if it is certain that the Principal has failed to complete a transaction or has not executed it in the manner agreed upon. This shall not apply if the Principal can show that he is not responsible for the non-execution.

7. The Principal will reimburse the Agent for the following expenses:

---

---

---

8. All claims that might be brought against the Agent because of a violation of a patent, a utility model, a trademark or a copyright, or because of defective products shall be the exclusive responsibility of the Principal. He has to make available to the Agent the necessary advances of the costs of the case, and at the Agent's request to advance them and to give all such information as may be required for the defence of the case. The Principal has also to reimburse the Agent for his own expenses. He warrants to the Agent his compliance with those legal provisions for the protection of end-users in force in the contractual Territory relating to the nature, labeling or packaging of the Products. The Principal shall be exclusively responsible for all claims and obligations arising in the event of violation of such provisions.

9. The contract shall come into force on the \_\_\_\_\_  
and shall be valid for \* a fixed period until the \_\_\_\_\_ / an indefinite  
period.

Where the contract has been agreed for a fixed period, it shall be expected for the same period provided that notice of termination shall not have been served, by registered letter, at least six months prior to the end of a calendar quarter.

Where the contract has been agreed for an indefinite period it may be terminated by either party thereto giving, by registered letter, six months notice prior to the end of a calendar quarter.

10. The provisions of the EEC Council Directive of 18 December 1986 on the co-ordination of the laws of the Member States relating to self-employed agents (86/653/EEC) applies to this agreement. In other respects the law of the domicile of the Agent is to be consulted.

11. Any disputes arising out of or in connection with this agreement shall be decided by the competent Court in the area where the plaintiff has his residence or registered offices.

12. Amendments and supplements to this contract must be confirmed in writing in order to have validity.

Place: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

Principal

\_\_\_\_\_

Agent

\*please cross out when not applicable.