

SAMPLE OF SALES REPRESENTATIVE AGREEMENT

5. NEGOTIATION OF TRANSACTIONS

Alternative A. The Representative may negotiate transactions of purchase and sale, though is not authorized to close negotiations on the Company's behalf, nor bring about any legal obligation upon the Company in any other way. The Representative shall merely inform clients as to the sales conditions established by the Company.

Alternative B. The Representative shall negotiate and close transactions of purchase and sale on behalf of the Company. When negotiating with clients, the Representative shall offer the products in strict observance of the clauses and conditions of sale which the Company has expounded.

6. APPROVAL OF TRANSACTIONS

In all transactions which the Representative may carry out, (s)he shall forewarn the client that such transactions must meet the Company's approval before becoming legally binding. In order to obtain such approval, the transactions must correspond to the conditions, prices and discounts and product-specific instructions established by the [Sales Management or Export Department] of the Company, which in turn shall confirm to the Representative in a maximum of days whether the proposed transactions have been approved or rejected, and in the case of rejection, give justified reasons for such rejection.

7. CHARGES FOR TRANSACTIONS

Alternative A. Under no circumstances shall the Representative make charges on the Company's behalf, nor accept any kind of payment from clients for transactions.

Alternative B. The Representative shall be responsible for charging clients for transactions when clearly authorized to do so by the Company. The conditions of the present Contract shall remain unaffected, and the Representative shall not be accountable for such charges as (s)he does not assume any risk involved in the transactions.

8. REMUNERATION OF REPRESENTATIVE

Alternative A. The Representative shall be paid commission of % on the sales of the products approved by the Company.

Alternative B. The Representative shall be paid a commission of % on the sales of the products approved by the Company, as well as on transactions set up directly by the Company with established clients within the territory assigned to the Representative.

9. CALCULATION OF COMMISSION

The value of commission shall be calculated according to:

Alternative A. The net value of the invoice, i.e. not including additional expenses (packaging, transport and insurance) or taxes, provided that such expenses and taxes are set out separately on the invoice.

Alternative B. The sales price on the invoice, including transport and insurance expenses, but not including taxes.

10. DATE OF PAYMENT OF COMMISSION

Commission shall in all cases be paid after the client has made payment for the sale.

Alternative A. Commission shall be paid transaction by transaction, and payment shall be made within calendar days of the payment made by the client.

Alternative B. Commission for transactions shall be grouped together and paid [every month, every quarter, every year], on the last day of the given period.

11. MANAGEMENT AND REPRESENTATION EXPENSES

Irrespective of the aforementioned commission, the Representative shall receive from the Company:

Alternative A. A fixed monthly amount of for management and representation expenses.

This is a sample of 2 pages out of 7 of the **Sales Representative Agreement**.

To get more information about this contract click here:

[SALES REPRESENTATIVE AGREEMENT](#)