

# Sales Agency Agreement Example

This sales agency agreement is entered into and deemed effective as of 12<sup>th</sup> May 2020 between the following entities, collectively known as the “Parties”:

S C Constantinos Trading as Unique Cultural Designs and

John Smith - Sales Agent.

## Appointment and Authority

The Company agrees to appoint the Sales Agency as a representative for the products and territories listed below. Furthermore, the Sales Agency is in acceptance of such appointment.

**Unique Cultural Design Posters that can be sold Worldwide**

## Earnings

Earnings due to the Sales Agency shall include all orders within the territory assigned regardless if the orders were solicited by the Sales Agency.

All Earnings shall be computed based on the net sale total invoiced by the Company to the Customer. i.e. The Sales Agency will profit after taking costs of the bulk purchase price paid to Unique Cultural Designs for the posters and then selling on the individual posters at the RRP of £15 per poster.

# Sale of Product

The Company shall provide an updated copy of all price lists, delivery schedules, as well as any terms and conditions related to the products or services being sold.

The Sales Agency will have no authority to offer discounts or any other pricing unless prior written consent has been obtained from the Company.

Additionally, the Company may change pricing, delivery costs, terms and conditions, or delivery schedules with 30 days prior notice to the Sales Agency. These changes will not affect any sales accepted prior to the notification date.

Any and all enquires that occur outside of the Sales Agency's assigned territory shall be submitted to the Company in writing along with all original documents.

## Sales Agency Responsibilities

Within 30 days of this sales agency agreement's effective date, the Company may assign the Sales Agency with an annual quota considered fair and reasonable and will consider previous sales, the territory's economic state, and any additional territory market situations.

The Sales Agency may, at their own expense, deploy advertising or sponsorship campaigns in the assigned territory.

The Sales Agency may, at its own expense, attend any industry trade shows as a representative of the Company.

The Sales Agency will be responsible for providing all customer service necessary or requested by clients prior to final submission of account documents to the Company.

Any product complaints shall be investigated by the Sales Agency and will be submitted to the Company immediately for their consideration.

The Sales Agency will be responsible for all costs and expenses incurred from conducting business within this sales agency agreement.

The Sales Agency shall not under any circumstances make any misleading or false representations regarding the products or Company in this sales agency agreement.

# **Additional Company Requirements**

The Company will provide any and all sales training needed for the Sales Agency as well as the Agency's personnel periodically as deemed necessary.

Any government licenses or approvals needed must be obtained by the Sales Agency prior to entering into this Sales Agency Agreement.

The Company shall, at their sole expense, provide the Sales Agency with all marketing and technical information concerning the products.

The Company shall provide delivery based on commitments to the best of its ability at all times.

Any product developments or enhancements to the product shall be delivered to the Sales Agency no later than 10 days of the release of such.

## **Trademarks**

During this sales agency agreement's term, the Sales Agency shall have rights to represent the products within the designated territory including those products under trademark, copyright, or trade name of the Company.

The Sales Agency will under no condition remove or alter any trademarks listed on the product by the Company.

## **Confidentiality**

The Sales Agency understands they may gain knowledge to certain information or materials that are of high value to the Company.

Information of high value may not be disclosed to third parties under any circumstances during the term of this sales agency agreement.

All information marked confidential by the Company will remain as so unless prior written consent from the Company has been obtained.

# Indemnification

It is and will remain the Company's sole responsibility to develop, design, and produce all of its products as well as all patents and trade names owned by the Company.

The Company agrees to hold the Sales Agency harmless against as well as pay any and all claims, losses, fees or damages that may result from the infringement of the Company's patents, trade names, or products.

Furthermore, the Company will indemnify the Sales Agency with regard to any and all costs arising from warranty claims, product liability claims, or negligence claims.

If the Sales Agency shall receive any notices with regard to any proceedings occurring from the above instances such notices shall be delivered to the Company and the Company shall defend any such litigation.

# Term and Termination

## Term

This sales agency agreement shall remain in full force for a period of 2 years from the agreement date.

Upon the termination date this agreement shall remain in effect for an additional 3 year term unless a request for termination is received by either party.

## Termination

This agreement may be terminated under any of the following conditions:

- Failure to meet quota requirements
- Either parties filing for bankruptcy
- Any breach of the conditions listed that is not cured within 30 days of notice
- Upon either party's conviction of a crime or action that impacts the performance and ability to abide by the agreement terms

# Notices

Any and all notifications with regard to this sales agency agreement shall be delivered in person or via certified letter to the following email address.

Company – Unique Cultural Designs – [info@uniqueculturaldesigns.co.uk](mailto:info@uniqueculturaldesigns.co.uk)

Sales Agency Address:-

# Assignment

Both parties agree not to transfer this agreement or any obligations pertaining to this agreement without prior written consent.

# Compliance with Law

Both parties agree to comply with all governmental laws and regulations applicable to The United Kingdom

Any legal proceedings regarding to this sales agency agreement will be conducted in UK Law. Furthermore both parties agree to seek mediation prior to making any legal actions.

# Property Rights

The Sales Agency understands and agrees the Company is the rightful owner of any and all titles, rights, interest, and products included in this agreement.

The Sales Agency will be permitted to use the products in accordance with this agreement and upon termination will relinquish any rights obtained.

# Modification

In the event any modifications or changes are required to this agreement while in effect, such changes must be submitted in writing and approved by both parties prior to changes coming into effect

# Entirety

This agreement and all of its entirety shall constitute as the entire agreement between the parties. This agreement supersedes any and all previous agreements whether oral or written between the parties.

# Acceptance

By signing below, both parties acknowledge and agree to all the terms and conditions set forth within this sales agency agreement.

**Company**

(Signature)

**Agent**

(Signature)