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## BUYING AGENT AGREEMENT

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BETWEEN

[full legal name entity 1]

AND

[full legal name entity 2]

DATED

[date, year]

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# BUYING AGENT AGREEMENT

This Buying Agent agreement ("**the Agreement**") is considered a written confirmation of what has been agreed as from [date, year] ("**Effective Date**"),

## BETWEEN

1. [full legal name entity 1], a company established under the laws of [country] and having its registered office at [full address], [country], duly represented by [full name and function], hereinafter referred to as the "**Purchaser**";

## AND

2. [full legal name entity 2], a company established under the laws of [country] and having its registered office at [full address], [country], duly represented by [full name and function], hereinafter referred to as the "**Buyer**";

Jointly hereinafter referred to as "**Parties**"

## PRELIMINARY STATEMENTS

- Purchaser is a company engaged in the business of operating [type of business] and desires to secure certain goods produced in the Territory (as hereinafter defined);
- Purchaser has decided that it is in the best interest of the group to acquire such goods in the Territory through the Buyer;
- Buyer has the relationships and expertise to acquire such goods;
- Buyer is willing to undertake to acquire such goods for an appropriate compensation;
- Parties have discussed in sufficient detail the effectiveness of the organization to meet the objectives set forth in this Agreement, the related costs, and have verified the reciprocal benefit pursuant to the signing of this Agreement; and
- Consequently, Purchaser and Buyer desire to enter into an agreement for an indefinite term subject to the terms and conditions set forth herein.

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, PURCHASER AND BUYER AGREE AS FOLLOWS:**

## **Article 1      Definitions**

1. For the purpose of this Agreement, the following terms shall have the meaning assigned to them below unless the context requires otherwise:

- vii. Receive goods samples shipped by suppliers and inspect for compliance with Purchaser's quality and other standards;
- viii. Arrange for packaging and delivery of goods to transportation sources pursuant to instructions issued by Purchaser;
- ix. Expedite the delivery to Purchaser of all expense documents required to be presented to issuing banks under applicable Letters of Credit, or in order to satisfy other financing arrangements for goods in a Purchase Order;
- x. Advise Purchaser of the requirements for paying for goods in a Purchase Order, by letter of credit or otherwise;
- xi. Assist the Purchaser in investigating and settling any claims and complaints against goods supplied; and
- xii. Perform other services or functions as Purchaser may from time to time direct.

### **Article 3 Commission**

1. Purchaser shall pay the Buyer a commission as specified in **Appendix A**, as updated from time to time by Purchaser. The commission may be changed quarterly and upon prior written notice to the Buyer.
2. Purchaser and Buyer agree to negotiate, in good faith, adjustments to the commission required by significant market deteriorations, special programs, or other unforeseen circumstances, which would otherwise cause Buyer significant adverse financial consequences.

### **Article 4 Title and risk of loss**

The title and risk of loss to goods supplied pursuant to a Purchase Order shall at all times be with the Purchaser. At no time shall Buyer bear the risk of loss of goods, including the risk of Purchase Order being cancelled by Purchaser. At no time shall Buyer take title to the goods in a Purchase Order.

### **Article 5 Examination of books and records**

Purchaser shall have the right at its expense to examine the books and records of Buyer during normal business hours at Buyer's offices on reasonable notice to Buyer.

### **Article 6 Independent contractor**

1. Buyer is, and shall remain, an independent contractor, and not an employee or partner of Purchaser. Buyer shall be solely liable for any loss or damage caused by it or its employees or agents.

unfairness is anticipated by or has occurred to either Party, the Parties shall use their best commercial endeavors to agree upon such action as may be necessary to rectify or remove the causes thereof, and, if deemed necessary, compensate for disadvantages suffered.

3. The failure of either Party to enforce at any time an Article or part thereof of this Agreement, or the failure to require at any time performance by the other Party of an Article or a portion thereof of this Agreement, shall in no way constitute present or future waiver of such Article or portion thereof, nor in any way affect the validity of either Party to enforce each and every Article of this Agreement.
4. Buyer shall not assign or delegate this Agreement or any of its rights or duties under this Agreement without the prior written consent of Purchaser, which consent shall not be unreasonably withheld.
5. This Agreement shall contain the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof. The Appendices A and B attached to this Agreement form an integral part thereof.
6. In the event that this Agreement is executed in more than one language, the English language version shall prevail in the case of any discrepancy.
7. If any Article, term, provision, or clause thereof in this Agreement is found or held to be invalid or unenforceable in any jurisdiction in which this Agreement is being performed, the remainder of this Agreement shall be valid and enforceable and the Parties shall negotiate in good faith, a substitute, valid and enforceable provision which most nearly effects the Parties' intent in entering into this Agreement.
8. This Agreement may be executed in two (2) or more counterparts, all of which, taken together, shall be regarded as one and the same instrument.

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT, TO BE EFFECTIVE AS OF THE EFFECTIVE DATE.**

**[full legal name of legal entity 1]**

**[full legal name of legal entity 2]**

\_\_\_\_\_  
Signed by

Name:

Title:

Date:

\_\_\_\_\_  
Signed by

Name:

Title:

Date: