
RE-INVOICING AGREEMENT

BETWEEN

[full legal name entity 1]

AND

[full legal name entity 2]

DATED

[date, year]

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RE-INVOICING AGREEMENT

This re-invoicing agreement (“**the Agreement**”) is considered a written confirmation of what has been agreed as from [starting date of agreement] (“**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 “**Service Provider**”;

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 “**Service Recipient**”;

Jointly hereinafter referred to as “**Parties**”

WHEREAS:

- Parties are both companies of the [XYZ] group of companies (“[XYZ] group”).
- Due to various commercial reasons, [...] products such as [...] (hereinafter collectively referred to as: the “**Products**”) which are supplied by Service Recipient will be purchased by Service Provider in its own name, but on behalf of and fully for the risk and account of Service Recipient.
- Such a purchase will only occur once the Products are bought by customers of Service Recipient. Thus, any Products purchased by Service Provider are directly on sold to the customers of Service Recipient. This implies that the ownership of the Products is transferred from Service Recipient to Service Provider first and almost directly transferred to the buying customers. The legal title transfers through a so called ‘flash title’ from Service Provider to the end customer, which means that Service Provider hardly has ownership of the Products.
- In relation to the transactions described above, Service Provider receives moneys from the customers that buy the Products and has payment obligations to Service Recipient. Since these money collection and payment obligations arise in Service Provider’s own name, but for the risk and account of Service Recipient, Service Provider only operates as a sort of ‘collection agent’ in relation to those money flows.

being made or action threatened or brought against Service Recipient in respect of the Products or activities as Service Provider under this Agreement which comes to Service Provider's notice.

3. Service Provider shall not act in a manner that is prejudicial to the rights or obligations of Service Recipient without Service Recipient's prior consent. The Service Provider shall, at Service Recipient's reasonable request and expense, assist in or conduct any litigation that may ensue with respect to a claim against the Product or Service Recipient or any claim Service Recipient may make, threaten, or bring, with respect to the activities of Service Provider under this Agreement and all negotiations for settlement of such claims. Service Recipient, upon admitting its obligation to indemnify, may elect to assume sole control of the claim.
4. In the event that the Service Recipient incurs any loss, damage, cost or expense arising from Service Provider's gross negligence or wilful misconduct in Service Provider's performance of its duties under this Agreement, Service Recipient shall be entitled to pursue available legal remedies against Service Provider to recover the actual losses, damages, costs or expenses incurred by Service Recipient.
5. All financial, legal and other obligations associated with Service Provider's own ordinary course of business other than its activities as Service Provider under this Agreement are the sole responsibility of Service Provider except as provided in this Agreement.

Article 4 Records and reporting requirements

Article 5 Terms and termination

1. The Agreement will be effective as from the Effective Date for an indefinite period of time and can be terminated by both Parties with a notice period of one month.
2. Either Party may terminate this Agreement with immediate effect in case of a repeated failure of the other Party to comply with the material obligations that the latter has assumed under this Agreement, or in case of another grave cause, after having notified the other Party of such failure and where this Party has not cured the failure within a reasonable period.

Article 6 Amendments

1. Both Parties will regularly review this Agreement as to the reasonableness of its terms. If at any time the Parties discover that this Agreement does not provide for a fair balance between the interest of both Parties anymore, this Agreement shall be adapted to this change of circumstance. The Parties shall then agree upon such amendments as are required to reflect the change of circumstances.

2. No alteration, amendment, waiver, cancellation or other change in any term or condition of this Agreement shall be valid or binding on any Party unless the same has been agreed to in writing by both Parties.

Article 7 Partial invalidity

Article 8 Applicable law - Dispute Settlement

1. This Agreement will be governed by and interpreted in accordance with, and subject to, the laws of [country].
2. Any disputes arising out of or in connection with this Agreement will be brought exclusively before the courts in [country].

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SIGNED THIS AGREEMENT ON THE DATES MENTIONED HEREUNDER:

[full legal name entity 1],

[full legal name entity 2],

Signed by

Name:

Title:

Date:

Signed by

Name:

Title:

Date: