# 代理合同中英文范本

来源：网络 作者：春暖花香 更新时间：2023-12-23

*以下是为大家整理的关于《代理合同中英文范本》，供大家学习参考！本协议系于\_\_\_\_\_\_年\_\_\_\_\_\_月\_\_\_\_\_\_日，由当事人一方丛鱼A、B、C公司按中国法律组建并存在的公司，其主营业地在\_\_\_\_\_\_\_(以下简称卖方)与他方当事人X、 Y、 ...*

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与他方当事人X、 Y、 Z公司，按\_\_\_\_\_\_国法律组建并存在的公司，其主营业地在\_\_\_\_\_\_(以下简称代理商)所签订。

双方一致同意约定如下：

第一条 委任与接受

在本协议有效期内，卖方指定代理商为本协议第四条项下商品的代理商，在第三条所规定的区域内招揽顾客的订单。代理商同意并接受上述委任。

第二条 代理商的义务

代理商应严格遵守卖方随时给予的任何指令，而且不得代表卖方作出任何担保、以及订立契约、合同或作其他对卖方有约束力的行为。对于代理商违反卖方指令或超出指令范围所用的一切作为或不作为，卖方都将不承担任何责任。

第三条 代理区域

本协议所指的代理区域是：\_\_\_\_\_\_\_\_ (以下简称区域)。

第四条 代理商品

本协议所指的代理商品是\_\_\_\_\_\_\_\_\_ (以下简称商品)。

第五条 代理权

基于本协议授予的代理权，卖方不得在代理区域内，直接地或间接地，通过其他渠道销售、出口代理商品。代理商也不得在代理区域内经销、分销、或促销与代理商品相似或有竞争性的商品，也不能招揽或接受到区域外销售为目的订单。在本协议有效期内，对来自于区域内其他顾客有关代理商品的订单、询价，卖方都应将其转交给代理商。

第六条 最低代理额和价格

在本协议有效期内，如果卖方通过代理商每所(12个月)从顾客处收到的货款总金额低于\_\_\_\_\_\_\_ ，则卖方有权提前30天书面通知代理商解除本协议。

卖方应经常向代理商提供最低的价格表以及商品可以成交的条款、条件。

第七条订单的处理

在招揽订单时，代理商应将卖方成交的条件、合同的一般条款充分通知顾客，也应告知顾客任何合同的订立都须经卖方的确认。代理商应将其收到的订单立即转交给卖方，以供卖方选择是否接受订单。卖方有权利拒绝履行或接受代理商所获得的订单或订单的一部分，而代理商对于被拒绝的订单或其中的一部分，无任何佣金请求权。

第八条 费用分担

除另有约定外，所有的费用和支出，如电讯费、差旅费以及其他有关商品销售的费用，都应由代理商承担。除此以外，代理商还应承担维持其办公处所、销售人员以及用于执行卖方中有关代理商的义务而发生的费用。

第九条 佣金

卖方接受代理商直接获得的所有订单后，就应按商品净销售额的百分之\_\_\_\_\_，以\_\_\_\_\_\_(货币)支付给代理商佣金。佣金只有在卖方收到顾客的全部货款后，每6个月支付一次，以汇付方式支付。

第十条商情报告

卖方和代理商都应按季度或按对方要求提供有关市场信息的报告，以尽可能促进商品的销售。代理商应向卖方报告商品的库存情况、市场状况及其他商业活动。

第十一条 商品的推销

在代理区域内，代理商应积极地充分地进行广告宣传以促进商品的销售。卖方应向代理商提供一定数量的广告印刷品、商品样本、小册子以及代理商合理要求的其他材料。

第十二条 工业权保护

在本协议有效期内，代理商可使用卖方的商标，但仅限于代理商品的销售。如果在本协议终止后，代理商地销售库存代理商品时，仍可使用卖方的商标。代理商也承认使用于或包含于代理商品中的任何专利、商标、版权以及其他工业产权，都属于卖方所有，并且不得以任何方式提出异议。一旦发现浸权，代理商应及时通知卖方并协助卖方采取措施保护卖方产权利益。

第十三条 协议期限

本协议经双方签字生效。在本协议终止前至少3个月，卖方或代理商应共同协商协议的续延。如果双方一致同意续延，在上述规定的条款、条件下，附上补充文件，本协议将继续有效另外\_\_\_\_\_\_\_年。发生续延，本协议将于\_\_\_\_\_\_年\_\_\_\_\_\_月\_\_\_\_\_\_日终止。

第十四条 协议的中止

在本协议有效期内，任何一方当事人不履行合同或违反本协议的条款，如第五、六、十一条，双方当事人座争取及时解决争议的问题以期双方满意。如果在违约方接到书面通知后30日内问题仍不能解决，非违约方将有权中止本协议，由此造成的损失、无力偿付债务、清算、死亡以及被第三人兼并，另一方当事人可提出中止本协议，而无需书面通知对方。

第十五条 不可抗力

任何一方对由于下列原因而导致不能或暂时不能履行全部或部分协议义务的，不负责任：

自然灾害、政府采购或禁令以及其他任何双方在签约时不能预料、无法控制且不能避免和克服的事件。但受不可抗力影响的一方，应尽快地将发生的事件通知对方，并附上证明材料。

第十六条 准据法

本协议有关贸易条款应按 INCOTERM90解释。本协议的有效性、组成以及履行受中华人民共和国法律管辖。

第十七条 仲裁

对于因履行本合同发生的一切争议，双方应友好协商解决，如协商无法解决争议，则应提交中国国际经济贸易仲裁委员会(北京)，依据其仲裁规则，仲裁费应由败诉一方承担，仲裁委员会另有规定的除外。

本合同由双方代表签字后生效，一式两份，双方各执一份。

A．B．C.公司 及 x.y.z公司

代表\_\_\_\_\_\_\_\_ 代表\_\_\_\_\_\_\_\_

英文文本

EXCLUSIVE AGENCY AGREEMENT

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ ,19 - by and between A.B.C.Co.Ltd. a corporation duly organized and existing under the laws of Peoples Republic of China,with its principal place of business at \_\_\_\_ (hereinafter called Seller) and X.Y.Z.Co.Ltd. a corporation duly organized and existing under the laws of \_\_\_\_,with its principal of business at \_\_\_\_(hereinafter called Agent). Whereby it is mutuly agreed as follows:

Article 1. Appointment

During the effective period of this Agreement. Seller hereby appoints Agent as its exclusive agent to solicit orders for products stipulated in Article 4 from customers in the territory stipulated in Article 3 and Agent accepts and assumes such appointment.

Article 2. Agents Duty

Agent shall strictly conform with any and all instructions gvien by Seller to Agent from time to time and shall not make any representation,warranty,promise,contract,agreement or do any other act binding Seller. Seller shall not be held responsible for any acts or failures to act by Agent in excess of or contrary to such instructions.

Article 3. Territory

The territory covered under this Agreement shall be expressly confined to \_\_\_\_(hereinafter called Territory)

Aricle 4. Products

The products covered under this Agreement shall be expressly conned to \_\_\_\_(hereinafter called products)

Article 5. Exclusive Right

In consideration of the exclusive right herein granted, Seller shall not,dicectly of indirectly,sell of export products to Territory through other channel than Agent and Agent shall not sell, distribute or promote the sale of any products competitive with of similar to Products in Territory and shall not solicit or accept orders for the prupose of selling Produets outside Terrtory. Seller shall refer to Agent any inpuiry or order for products Seller may receive from others in Territory during the effective period of this Agreement.

Aritcle 6. Mimimum Transaction and Price

In the event that during one year (12 months) during the effective period of this Agreement,aggregate payment received by Seller from customers on orders obtained by Agent under this Agreement amounts to less than \_\_\_\_\_, Seller shall have the right to terminat this Agreement amounts to less than \_\_\_\_\_,Seller shall have the right to terminate this Agreement by giving thirty (30) days written notice to Agent.

The seller shall from time to time furnish the Agent with a statement of the minimum prices and the terms and conditions of sales at which the goods are respectively to be sold.

Article 7. orders

In soliciting orders ,Agent shall adepuately advise customers of the general terms and conditions of Sellers sales note or contract note and of any contract being subject to the confirmation of acceptance by Seller.Agent shall immediately dispatch any order received to Seller for its acceptance or rejection.

The seller shall have the right to refuse to execute or accept any such orders or any part thereof and the Agent shall not be entitled to any commission in respect of any such rejected order or part thereof refused.

Article 8. Expenses

All expenses and disbursements such as cabling,traveling and other expenses incurred in connection with the sale of products shall be for the account of Agents, unless especially arranged.Further Agent shall, at this own expenses,maintain office(s), salesmen and others sufficient for the performance of the obligation of Agent in conformity with any and all instructions given by Seller.

Article 9.Commission

Seller shall pay to Agent commission in \_\_\_\_\_ currency at the rate of \_\_\_\_\_\_% of the net invoiced selling price of products on all order directly obtained by Agent accepted by Seller. Such commission shall be payable every six months only after Seller receives the full amount of all payments due to Seller. Payments of such commission shall be made to Agent by way of remittance.

Article 10.Information and Report

Both Seller and Agent shall quartely and/or on the request of either party furnish information and market report each other to promote the sale of products as much as possible.Agent shall give Seller shall furnish with or without charge to Agent reasonable quantity of advertising literatures catalogues,leaflets,and the like as Agent may reasonably require.

Article 11. Sales Promotion

Agent shall diligently and adequately advertise and promote the sale of Products throughout Territory.Seller shall furnish with or without charge to Agent reasonable quantity of advertising literatures catalogues,leaflets,and the like as Agent may reasonably require.

Article 12 .Industrial Property Rights

Agent may use the trade - mark(s) of Seller during the effective period of this Agreement only in connection with the sale of Products, provided that even after the termination of this Agreement Agent may use the trade - mard(s) inconnection with the sale of Products held by it in stock at the time of termination. Agent shall also acknowledge that any and all patents, trade - marks, copyright and other industrial property rights used or embodied in Products shall remain to be sole properties of Seller and shall not dispute them in any way. If any infringement being found, Agent shall promptly notify seller and asist seller to take steps to protect its right.

Article 13. duration

This Agreement shall enter into force on the signing of both parties. At least three(3) months before the expiration of the term, both Seller and Agent shall consult each other for renewal of this - Agreement. If the renewal of this Agreement is agreed upon by both parties,this - Agreement shall be renewed for another\_\_\_\_\_\_\_\_\_ year(s) period under the terms and conditions herein set forth,with amendments, if agreed upon by both parties. Unless this Agreement shall expire on \_\_\_\_\_\_\_.

Article 14. Termination

In case there is any nonperformance and/or violation of the terms and conditions including Article 5,6,11 under this Agreement by either party during the effective period of this agreement,the parties hereto shall do their best to settle the matter in question as prompt and amicable as possible to mutual satisfaction.Unless settlement should be reacher within thirty (30) days after notification in writing of the other party,such other party shall have the right to cancel this Agreement and the loss and damges sustained thereby shall be indemnified by the party responsible for the nonperformance and/or violation. Further in case of bandruptcy or insolvency or liquidation or death and/or reorganization by the third party of the other party ,either party may forth with terminate this Agreement without any notice to the other party.

Article 15. Force Majeure

Either party shall not be held responsible for failure or delay to perform all or any part of the due to Acts of God, Governmet orders or restriction or any other events which could not be predicted at the time of the conclusion of the Agreement and could not be controlled,avoided or overcome by the parties.Hovever, the party effected by the Event of Force Majeure shall inform the other party of its occurrence in Written as soon as possible.

Article 16. Trade Terms and Governing Law

The trade terms under this Agreement shall be governed and interpreted under the provisions of 1990 Incoterms and this Agreement shall be governed as to all matters including valitity,construction,and preformance under the laws of Peoples Republic of China.

Article 17. Arbitration:

All disputes arising from the performance of the Agreement should be settled through friendly negotiations. Should no settlement be reached through negotiation, the case shall then be submitted for arbitration to the China International Economic and Trade Arbitration Commission(Beijing) and the rules of this Commission shall be applied. The award of the arbitration shall be final and binding upon both parties. The Arbitration fee shall be born by the losing party unless otherwise awarded by the arbitration organization.

WITNESS THEREOF: This Agreement shall come into effect immediately after it is signed by boty parties in two original copies;each party holds one copy.

A.B.C Corp. X.Y.Z.Corp.

BY\_\_\_\_\_\_\_\_\_\_\_\_ BY\_\_\_\_\_\_\_\_\_\_\_\_

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