Sales Representative Agreement

This agreement is made between the Company and the Sales Representative named below and takes effect on the date of the last signature.

Company

LEGAL NAME

EMAIL

PHONE

GSTIN

ADDRESS

Sales Representative

LEGAL NAME

EMAIL

PHONE

GSTIN

ADDRESS

Purpose

The Company engages the Sales Representative as an independent sales representative to promote its products and find customers in the territory below.

Engagement

PRODUCTS

TERRITORY (STATES, CITIES OR PIN CODES)

COMMISSION (%)

EARNED WHEN

MONTHLY RETAINER (₹, OPTIONAL)

Payment

Commission is calculated monthly on net receipts and paid by the 15th of the next month, after TDS under section 194H. GST is added if the representative is registered.

Specific terms

- No authority. The Sales Representative cannot sign contracts, accept orders or collect payment for the Company unless authorised in writing.
- Expenses. The Sales Representative bears its own travel and expenses unless pre-approved.
- Post-termination. Commission is paid on orders from the Sales Representative's customers received within 60 days after termination.

Standard commercial terms

- Confidentiality. Prices, customer data and business plans shared under this agreement are kept confidential during it and for two years after.
- Liability. Neither party is liable for indirect or lost-profit losses. Each party's total liability is capped at the amount paid or payable in the 12 months before the claim, except for fraud or breach of confidentiality.
- Termination. Either party may end this agreement by written notice of the period below, or at once for a material breach not fixed within 15 days. Orders already accepted are completed.
- Force majeure. Neither party is liable for delay caused by events beyond its reasonable control, such as natural disasters, epidemics or government action.

Notice period to terminate

◯ 30 days ◯ 60 days ◯ 90 days

Initials

General terms

- Governing law. This document is governed by the laws of India.
- Entire agreement. This document is the whole agreement between the parties on its subject and replaces earlier discussions.
- Amendments. Changes are valid only in writing signed by both parties.
- Severability. If a clause is unenforceable, the rest of the document still applies.
- Notices. Notices may be sent to the email addresses given above and take effect on delivery.
- Electronic signatures. The parties agree to sign electronically; electronic signatures and records are valid under the Information Technology Act, 2000.

Company

SIGNATURE

PRINTED NAME

DATE

Sales Representative

SIGNATURE

PRINTED NAME

DATE