

(Principal)

**AND**

(Agent)

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**Appointment of Purchasing Agent**

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**DATED:**

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## APPOINTMENT OF PURCHASING AGENT

Dated

### Parties

(the principal)

(the agent)

### Recitals

The principal wishes to appoint the agent as its sole and exclusive agent for the purchase of the goods in the territory for the term upon the stipulations of this agreement.

### 1. Definitions

- 1.1 **Key Director of the Agent** is .
- 1.2 **Goods:** all or any of the goods listed in **Error! Reference source not found.;**
- 1.3 **Term:** the period starting on and ending on  
or and continuing until terminated by the principal or the agent upon  
days' notice unless terminated sooner as provided in the conditions;
- 1.4 **Territory:** the area described in **Error! Reference source not found..**

### 2. Grant

- 2.1 The principal appoints the agent as its sole or exclusive agent for the purchase of the goods in the territory for the term.
- 2.2 The agent is authorised upon making purchases of the goods on behalf of the principal to ship them to such destinations as it may be notified by the principal from time to time and to arrange suitable insurance cover for the goods in transit.
- 2.3 The agent must always disclose the identity of the principal in acting as agent of the principal unless the principal directs the agent not to disclose the identity of the principal to any purchaser in any class or type of case.

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### 3. Principal's obligations

- 3.1 The principal agrees with the agent during the term:
  - 3.1.1 not to purchase the goods within the territory other than through the agent;
  - 3.1.2 to repay to the agent all reasonable expenses incurred by the agent in respect of which accounts are required to be kept in accordance with clause **Error! Reference source not found.** on receipt of an account of them which the agent is to prepare and send to the principal within  
days after the last day respectively of March, June, September and December in each year;

**3.1.3** in consideration of the services undertaken by the agent under this agreement to pay the agent a commission of \_\_\_\_\_ per cent on the wholesale price of the goods bought by the agent on behalf of the