

Microcomm Agreement

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This agreement made this ____ day of _____ by and between Microcomm UK Ltd, (hereinafter called "PRINCIPAL" which expression shall include its heirs, successors, administrators & assigns) on the one part and _____ (hereinafter called the AGENT which expression shall include its heirs, successors, administrators & assigns) of the other part.

I. PERIOD OF AGREEMENT

- a. The AGENT will act as an authorised AGENT of the PRINCIPAL with effect from _____.
- b. The agreement will remain in force for a period of ____ year(s) from _____ to _____.
- c. The Agreement will be reviewed & ratified after expiry in view of the performance of the AGENT, new products to be added, obsolete products to be deleted and the target turnover for the subsequent year.
- d. The Agreement will be renewed thereafter on mutual agreement.
- e. Notice Period: Termination of this agreement would require THREE months notice from either party

II. TARGET TURN OVER

- a. The AGENT agrees to achieve a maximum target turnover in the forthcoming year for the products & the territory he would cover. The Agreement would be reviewed in view of the AGENT's performance every year.

III. AREAS TO BE COVERED

This agreement covers the entire region of _____ including all states and territories.

IV. PRODUCTS COVERED UNDER AGREEMENT

- a. The following is the list of products to be covered under this agreement.
 - I. All Microcomm products given in Annexure 1 attached herewith.

V. TERMS OF AGREEMENT

- a. In agreement of the terms of this Agreement it is being signed by Mr. _____ of Microcomm UK Ltd and Mr _____ of _____.
- b. That the AGENT will promote the sale of items covered by this agreement. They will not undertake any other agency from any other manufacturers/dealers for these products.

- c. That the AGENT will undertake to follow up all offers made by the PRINCIPAL to the customers diligently until orders materialise. They will also follow up all correspondence initiated by the PRINCIPAL and deal with routine enquiries from the customers. Copies of all correspondence carried out direct with the customers by the PRINCIPAL will be provided to the AGENT to keep them conversant with up-to-date developments. Similarly the AGENT will send copy of all their correspondence with customers to the PRINCIPAL.
- d. That the AGENT will deal with all technical enquiries and invitations for quotations directly with the customer. The AGENT will be fully authorised to send quotations and any technical or commercial clarifications on behalf of the PRINCIPAL. However, if there are any technical enquiries and invitations for quotations which the AGENT can not deal directly the same would be forwarded to the PRINCIPAL and the PRINCIPAL will deal with them suitably and promptly under advice to the AGENT. The AGENT will carry out follow-up correspondence and maintain personal contact with the customers by visiting them and discussing their problems. Any assistance sought by the AGENT will be given by the PRINCIPAL for mutual benefit.
- e. That the AGENT can also quote directly on behalf of the PRINCIPAL, and can also follow-up the case including all the correspondence, till the order materialises. However, where discounts have to be given to customers or when delivery schedules offered are shorter than the normal schedules, prior concurrence of the PRINCIPAL is mandatory.
- f. Advertisements and sales promotion activities at international level would be done by the PRINCIPAL, whereas all such activities at the local/regional level would be done by the AGENT
- g. Demonstrations in the UK head office would be done by the PRINCIPAL at his cost, whereas any field demonstrations in the AGENT's Area to be Covered would be done by the AGENT at his cost.
- h. All products are sold on a "Return-to-Base" Guarantee. AGENT would ensure implementation of the warranty clause as per Company rules.

VI. COMMISSION & PAYMENTS

a. (Rate of commission)

The agents will be entitled to a commission on the ex-factory value of the orders for the services rendered by them. The rate of commission for every product will be listed in the agreement.

b. (Payment of commission)

The commission will be payable to the AGENT within two weeks after receiving payment in full. However, in case where advance payments are received from the customer along with the order, no commission would be paid to the AGENT till the full payment is realised. If the customer pays the commission directly to the AGENT in local currency, the PRINCIPAL would not be liable of the payment of commission.

VII. RESTRAINT

The AGENT shall not, during the continuance of this agreement, and one year thereafter manufacture, sell or offer for sale, products of similar nature to or in competition with the PRINCIPAL's products.

VIII. ARBITRATION

Incase of any dispute or misunderstanding arising between the PRINCIPAL and the AGENT, it would be resolved by the two parties mutually without any external intervention.

IX. MUTUAL CO-OPERATION

Apart from the terms of this agreement, it is agreed that a sense of mutual co-operation and understanding would prevail between the two sides to make this venture a success.

For MICROCOMM UK LTD

FOR _____

Director

Authorised Signatory

DATE: _____

DATE: _____

Annexure 1

Products Covered under this Agreement

See Annexure 2 for Rates of Commission A, B and C

The products would be mutually decided before signing the agreement, depending upon the agents capability and expertise.

