# 外贸代理合同范本

来源：网络 作者：星月相依 更新时间：2023-12-24

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外贸代理合同

本协议双方为了发展贸易，在平等互利的基础上，按下列条件签定本协议。

this agreement is entered into between the parties concerned on the basis of equality and mutual benefit to develop business on terms and conditions mutually agreed upon as follows:

1 订约人：

contracting parties：

供货人：

supplier： ( hereinafter called \" party a \")

销售代理人：

agent：( hereinafter called \" party b \")

甲方委托乙方为销售代理人，推销下列商品。

party a hereby appoints party b to act as his selling agent to sell the commodity mentioned below.

2 商品及数量或金额

commodity and quantity or amount

双方约定，乙方在协议有效期内，承销不少于\_\_\_\_\_的上述商品。

it is mutually agreed that party b shall undertake to sell not less than \_\_\_\_\_ of the aforesaid commodity in the duration of this agreement.

3 经销地区 只限在\_\_\_\_\_销售。

territory in\_\_\_\_\_only.

4 定单的确认

关于协议所规定的上述商品的每笔交易，其数量、价格及装运条件等须经甲方确认，并签定销售确认书，对交易做具体规定。

confirmation of orders

the quantities, prices and shipment of the commodities stated in this agreement shall be confirmed for each transaction, the particulars of which are to be specified in the sales confirmation signed by the two parties hereto.

5 付款

订单确认后，乙方须按照有关确认书所规定的时间开立以甲方为受益人的保兑的、不可撤消的即期信用证。乙方开出信用证后，应立即通知甲方，以便甲方准备交货。

payment

after confirmation of the order, party b shall arrange to open a confirmed, irrevocable l/c a vailable by draft at sight in favour of party a within the time stipulated in the relevant s/c. party b shall also notify pary a immediately after l/c is opened, so that party a can get prepared for delivery.

6 佣金

在本协议期满时，乙方完成了第二款所规定的数额，甲方当按装运货物所受到的全部发票金额付给乙方\_\_\_\_\_%的佣金。

commission

upon the expiration of the agreement and party b\'s fullfilment of the total turnover mentioned in article 2, party a shall pay to party b\_\_\_\_\_% commission on the basis of the aggregate amount of the invoice value already paid by party b of the shipments effected.

7 市场情况报告

乙方每三个月向甲方提供一次有关当时市场情况和用户意见的详细报告。同时，乙方应随时向甲方提供其它供应商所给的类似商品的样品及其价格、销售情况和广告资料。

reports on market conditions

party b shall forward once every three months to party a detailed reports on current market conditions and of consumers comments. meanwhile, party b shall, from time to time, send to party a samples of similiar commodities offered by other suppliers, together with their prices, sales informaiton and advertising materials.

8 宣传广告费用

在本协议有效期内，乙方在上述经销地区内所作广告宣传的一切费用，由乙方自理。乙方须事先向甲方提供宣传广告的图案及文字说明，由甲方审阅同意。

advertising & publicity expenses

party b shall bear all expenses for advertising and publicity within the aforementioned territory in the duration of this agreement and submit to party a all patterns and / or drawings and description for prior approval.

9 协议有效期

本协议由双方签字后生效，有效期\_\_\_\_\_年，自\_\_\_\_\_至\_\_\_\_\_。若一方希望延长本协议，则须在本协议期满前一个月书面通知另一方，经双方协商决定。

若协议一方未履行协议条款，另一方有权终止协议。

validity of agreement

this agreement, after its being signed by the parties concerned shall remain of in force for\_\_\_\_\_as from \_\_\_\_\_ to \_\_\_\_\_ if either party wish to extend this agreement, he shall notice, in writing, the other party one month prior to its expiration, the matter shall be decided by consent of the parties hereto.

should enther party fail to implement the terms and conditions herein, the other party is entitled to terminate the agreement.

10 仲裁

在履行协议过程中，如产生争议，双方应友好协商解决。若通过友好协商未能达成协议，则提交中国国际贸易促进委员会对外贸易仲裁委员会，根据该会仲裁程序暂行规定进行仲裁。该委员会决定是终局的，对双方均有约束力。仲裁费用，除另有规定外，由败诉一方负担。

arbitration

all disputes arising from the execution of this agreement shall be settled through friendly consultations. in case no settlement can be reached, the case in dispute shall then be submitted to the foreign trad arbitration commission of the china council for the promotion of international trade for arbitration in accordance with its provisional rules of procedure. the decesion made by this commission shall be regarded as final and binding upon both parties. arbitration fees shall be borne by the losing party, unless otherwise awarded.

11 其它条款

（1） 甲方不得向经销地区其它买主供应本协议所规定的商品，如有询价，当转给乙方洽办。若有买主希望从甲方直接订购，甲方可以供货，但甲方须将有关销售确认书副本寄给乙方，并按所达成交易的发票金额给乙方\_\_\_\_\_%的佣金。

（2） 若乙方在\_\_\_\_\_月内未能向甲方提供至少\_\_\_\_\_的订货，甲方不承担本协议的义务。

（3） 对双方政府间的贸易，甲方有权按其政府的授权进行有关的直接贸易，而不受本协议的约束。乙方不得干涉此种直接贸易，也无权向甲方提出任何补偿或佣金要求。

（4） 本协议受签约双方所签定的销售确认条款的制约。

11 other terms&conditions

(1) party a shall not supply the contracted commodity to any other buyers in the above mentioned territory. direct enquiries, if any , will be referred to party b. howerver, should any other buyers wish to deal with party a directly, party a may do so, but party a shall send to party b a copy of sales confirmaiton and give party b\_\_\_\_\_% commission(s) concluded.

(2) should party b fail to pass on his orders to party a in a period of \_\_\_\_\_ months for a minimum of \_\_\_\_\_, party a shall not bind himself to this agreement.

(3) for any business transacted between governments of both parties, party a may handle such direct dealings as authorized by party a\'s government without binding himself to this agreement. party b shall not interfere in such direct dealings, nor shall party b bring forward any demand for compensation therefrom.

(4) this agreement shall be subject to the terms and conditions in the sales confirmation signed by both parties hereto.

本协议于\_\_\_\_\_年\_\_\_月\_\_\_日在\_\_\_\_\_签定，正本两份，甲乙双方各执一份。

this agreement is signed on\_\_\_/\_\_\_/\_\_\_\_\_at\_\_\_\_\_and is in two originals, each party holds one.

甲方： party a：

乙方：party b：

签字： signature：

签字：signature：

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