

NORSKE AGENTERS LANDSFORBUND  
ACT

of 1st June 1973 No. 30

which concerns amendments to the Act of 30th June 1916 No.1  
regarding Mercantile Agencies, Commercial Agencies  
and Commercial Travellers.

I.

In the Act of 30th June 1916 No.1 regarding mercantile agencies, commercial agencies and commercial travellers the following should now read:

§ 1.

The regulations contained in this Act apply only if nothing to the contrary has been agreed, or is the common trade practice or other custom, provided that it is not laid down in the Act that a regulation is absolute.

§ 27.

The mercantile agent is entitled to commission on all contracts completed during his term of assignment on behalf of the consignor.

If the mercantile agent's assignment is for an indefinite period then the regulations in § 68, paragraphs 2 to four, concerning the commercial agent's right to deferred commission apply.

§ 28.

If the third party does not fulfil his side of the agreement the mercantile agent is entitled to commission only if the non-fulfilment is the fault of the consignor or due to some happening which would not have absolved the consignor from liability towards the third party had he himself made the contract.

If the third party's obligations under the agreement are only partly fulfilled, the mercantile agent can only claim commission on that part which is fulfilled, subject to what is stated in the above paragraph.

§ 29.

The mercantile agent is entitled to be indemnified for expenses incurred for postage, telegrams, telephones, insurance premiums and other justifiable expenses when these are not covered by the commission or in some other way. He may charge compensation for storage or other warehousing facilities and for transport and work of a similar kind, even if he has not had any specific expenditure in that connection.

If he is a del credere mercantile agent (see § 14) he is entitled to a special remuneration for this service.

§ 50.

If the period of giving notice for terminating the agreement is fixed or must be regarded as being agreed, or the assignment is for a definite period or a particular transaction which the mercantile agent must be regarded as entitled to complete, the con-

signor is under an obligation to pay compensation to the mercantile agent if he withdraws from the assignment before the period is out. If the mercantile agent has an assignment for an indefinite period, he can claim compensation if the consignor withdraws from the assignment giving less than three months' notice expiring at the end of a calendar month, even if no term of notice has been agreed or the agreed period of notice is shorter than the said period. If the assignment has lasted for less than a year, the said term of notice will be one month.

The mercantile agent is nevertheless not entitled to compensation if the consignor had valid grounds for withdrawing from the assignment because the mercantile agent to a marked degree had omitted to fulfil his obligations, or because there were other circumstances of a kind that would make it unreasonable for the assignment to be continued.

The mercantile agent is also entitled to compensation in the circumstances mentioned in the first paragraph if he withdraws from the assignment before the term is out and the consignor by essentially neglecting to fulfil his obligations has given him valid grounds for so doing.

The mercantile agent cannot with binding effect give up his rights to compensation under the regulations contained in this section before the assignment is terminated.

§ 51.

If the period of giving notice for terminating the agreement is fixed or must be regarded as being agreed, or the mercantile agent has or must be regarded as having undertaken the assignment for a definite period or for the purpose of concluding a particular transaction, he is under an obligation to pay compensation to the consignor if he gives up the assignment before time. If the mercantile agent has an assignment for an indefinite period, he is under an obligation to pay compensation if he withdraws from the assignment with less than three months' notice expiring at the end of a calendar month, even if no term of notice has been agreed. If the assignment has lasted for less than one year, the said period of notice is one month.

The consignor is nevertheless not entitled to compensation if the mercantile agent had valid grounds for withdrawing from the assignment because the consignor had to a marked degree omitted to fulfil his obligations, or because there were other circumstances of a kind that would make it unreasonable for the assignment to be continued.

The consignor is also entitled to compensation in the circumstances mentioned in the first paragraph if he withdraws from the assignment before the term is out and the mercantile agent by essentially neglecting to fulfil his obligations has given him valid grounds for so doing.

§ 52.

If the mercantile agent has an assignment for an indefinite period he is entitled to a reasonable compensation for the loss he suffers

if, as a result of his assignment being discontinued, his outlay is not covered for particular investments in buildings, stock, machinery, transport equipment etc. which he has made for the purposes of the assignment according to prior agreement or with the understanding of the consignor.

The mercantile agent is nevertheless not entitled to such compensation if the consignor had valid grounds for withdrawing from the assignment because the mercantile agent had omitted to a marked degree to fulfil his obligations. Nor can the mercantile agent claim compensation if he withdraws from the assignment before the expiration of the agreed term, unless he had valid reason for so doing, because the consignor had failed to a marked degree to fulfil his obligations, or because there were other circumstances of a kind that would make it unreasonable for the assignment to be continued. The same applies if the assignment ceases because of the mercantile agent going bankrupt or starting composition negotiations.

If the assignment ceases for reasons mentioned in the second paragraph, the mercantile agent also loses his right under § 29 first paragraph to compensation for expenses incurred in so far as these, as a result of the cessation of the assignment, are of no further use to the consignor. This applies even if the mercantile agent does not have an assignment for an indefinite period.

The mercantile agent cannot with binding effect renounce his right to compensation for investments as set out in the first paragraph before the assignment is terminated, unless this is done at the time the investments are being made.

§ 68.

The Agent is entitled to commission on all sales which he completes, or which are concluded due to his intervention. This applies even if the sale is completed after the agency arrangement is terminated if the buyer's order has previously arrived with the principal or the agent.

If a sales contract is completed after the cessation of the agency arrangement in circumstances other than those mentioned in the second point of the first paragraph, the agent is furthermore entitled to commission (deferred commission) if the contract can be regarded as having come about as a result of the agent's efforts whilst the agency was still in force.

If the amount of the deferred commission cannot be proven it will be fixed - if the agency has been in existence for more than one year - at an amount equal to three months' commission calculated on the basis of the average monthly commission during the last year of the agency. This rule does not apply if the agency is terminated by a notice of at least six months.

The agent cannot with binding effect renounce his right to deferred commission before the agency is terminated or notice given to terminate it.

§ 69.

If the buyer does not fulfil his obligations, the agent is entitled to commission only if the nonfulfilment is the fault of the princi-

pal or some happening which would not have absolved the principal from liability towards the buyer. If the purchase price is not paid because the principal has agreed with the buyer not to conclude the sale, or because the buyer is being granted extended credit, this does not affect the agent's right to commission if he has not consented to the sale not taking place, or to the extension of credit.

If the purchase price is only paid in part, the agent is only entitled to commission on that part which is paid, subject to what is stated in the first paragraph.

If the agent is the regular representative for the principal he can claim payment of his commission when delivery has taken place or should have taken place under the contract. If the buyer fails to pay, the principal can demand the refund of the commission, subject to what is stated in the first paragraph.

§ 70.

If the agent has the sole right to take orders or conclude sales for account of his principal in a certain place or within a certain area, then he is entitled to commission also on all sales concluded without his intervention during the term of his agency with buyers within his area. If such sales are concluded after the agency is terminated, commission may be claimed if the buyer's order has previously arrived with the principal or the agent.

§ 71.

If the agent is the regular representative of the principal he is entitled to receive by the end of the month commission accounts together with copies of invoices of all sales which have been concluded in the course of the month through his agency or under such circumstances as set out in § 70.

The commission account should include all sales which have or should have been completed from the principal's side in the course of the calendar-quarter. For each sale commission should either be credited or the reason given why this has not been done.

If commission is credited and it proves later that the agent is not entitled to it, the principal can debit the amount concerned in a later commission amount.

§ 73.

The agent is entitled to be compensated for expenses connected with special efforts which have proved necessary in order to fulfil his assignment. He cannot claim to be indemnified for the normal running expenses of the agency.

If the agent has undertaken to receive payment for goods sold, or if he is a delcredere agent (see §14), then he is entitled to receive a special remuneration for this service.

§ 86.

If the regular travelling agent has been in the employ of the principal for at least six months, then a mutual term of notice of at least three months to the end of a calendar month shall be deemed to be in

existence.

The regular travelling agent is entitled to special reimbursement for travelling expenses, subsistence allowance when travelling, postage, telegrams, telephones and similar expenses. The principal is under an obligation to grant the traveller the necessary advance to cover such expenses if asked to do so.

The regular travelling agent may not without his principal's consent also sell goods on behalf of others.

If his remuneration consists wholly or partly of commission, then the regulations in §§ 68-71 apply correspondingly.

Any agreements which limit the commercial traveller's rights under paragraph two are not binding on him.

Regulations concerning Implementation.  
Rules for Transition period.

1. This Act comes into effect immediately.
2. With respect to the application of this Act to existing contracts the following takes effects:

So far as existing contracts are concerned the Act will apply from the earliest moment notice could have been given under the contract after the Act came into force, but in any event not later than two years after it came in to effect. Notwithstanding the regulations in the previous sentence (a) the regulations in § 68 apply where the middleman relationship terminates after the Act came into effect and (b) the regulations in § 52 apply when the agreement to undertake the investment was concluded after the Act came into effect.

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This is an unofficial translation from the original Norwegian law.

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