

New Hampshire

TITLE XXXI

TRADE AND COMMERCE

CHAPTER 339-E

SALES REPRESENTATIVES AND POST- TERMINATION COMMISSIONS

Section 339-E:1

339-E:1 Definitions. –

In this chapter:

- I. "Commission" means compensation paid a sales representative by a principal, the rate of which is expressed as a percentage of the dollar amount of orders or sales of the principal's product.
- II. "Principal" means a person who manufactures, produces, imports or distributes a product for sale to customers who purchase the product for resale; uses a sales representative to solicit orders for such product; and compensates individuals who solicit orders, in whole or in part, by commission.
- III. "Sales representative" means an individual other than an employee, who contracts with a principal to solicit orders and who is compensated, in whole or in part, by commission but shall not include one who places orders or purchases exclusively for his own account for resale.
- IV. "Termination" means the end of services performed by the sales representative for the principal by discharge, resignation, or death.

Source. 1989, 244:1. 1990, 185:1, eff. June 26, 1990.

Section 339-E:2

339-E:2 Contract. –

- I. A sales representative and a principal shall enter into a written contract for services to be performed within this state by a sales representative. The written contract entered into pursuant to this section shall contain provisions which establish:
 - (a) The form of payment and the method by which such payment is to be computed and paid;
 - (b) Reasonable length of notice which either party must provide to the other for termination of the contract;
 - (c) The number of calendar days, up to a maximum of 45 days, after the date of termination or notification of death when all commissions due shall be paid; and
 - (d) Any other terms and conditions which the parties agree to include in such contract.
- II. The principal shall provide the sales representative a signed copy of a written contract entered into pursuant to this section.

III. A provision in the contract establishing venue for an action arising under the contract in a state other than this state is void.

Source. 1989, 244:1. 1990, 185:2, eff. June 26, 1990.

Section 339-E:3

339-E:3 Damages. – The party who fails to comply with a provision of a contract entered into under RSA 339-E:2 relating to payment of a commission is liable in a civil action for damages, plus reasonable attorney's fees and costs. The court may award exemplary damages of up to 3 times the commission owed in an action brought under this chapter.

Source. 1989, 244:1. 1997, 218:1, eff. Jan. 1, 1998.

Section 339-E:4

339-E:4 Jurisdiction. – A principal who is not a resident of this state who enters into a contract with a sales representative subject to this chapter shall be considered to be doing business in this state for purposes of the exercise of personal jurisdiction over the principal.

Source. 1989, 244:1, eff. Jan. 1, 1990.

Section 339-E:5

339-E:5 Other Remedies; Combination of Claims. – Nothing in this chapter shall invalidate or restrict any other or additional right or remedy available to a sales representative, or preclude a sales representative from seeking to recover in one action on all claims against a principal.

Source. 1989, 244:1, eff. Jan. 1, 1990.

Section 339-E:6

339-E:6 No Waivers by Contract. – A provision in any contract between a sales representative and a principal purporting to waive any provision of this chapter, whether by expressed waiver or by a contract subject to the laws of another state, shall be void.

Source. 1989, 244:1, eff. Jan. 1, 1990.

<http://www.gencourt.state.nh.us/rsa/html/nhtoc/nhtoc-xxxi-339-e.htm>