

### **Islandia:**

Información aportada por la Sección Económica y Comercial de la Embajada Argentina ante el reino de Noruega y la República de Islandia.

Fecha: 02.10.12

**Adjuntamos la reglamentación de los países que fue aportada por la Embajada correspondiente. Dado que en muchos casos el texto de la ley no es específico aconsejamos leer el que figura para Alemania, pues si bien este solo rige para los 27 países que forman la UE el conocimiento de su texto ayuda a conocer los aspectos a tener en cuenta al firmar un contrato con un agente o representante.**

**De todas maneras puede también comunicarse con la embajada correspondiente solicitando mayor información.**

### **Información y Ley No 103 – (Ley Islandesa de Agentes Comerciales)**

El país sigue en la materia la Directiva 86/653/CEE del Consejo de la Comunidad Económica Europea, del 18 de diciembre de 1986, sobre coordinación de los derechos de los Estados miembros en relación con los agentes comerciales.

Islandia ha implementado la Directiva 86/653/CEE con la “Ley Sobre las Actividades de los Agentes Comerciales”, No. 103/1992.

El Ministerio de Economía es el responsable de la legislación relativa a la Directiva 86/653/CEE, y el Director de la “Sección de Comercio y Ley de Comercio” de dicho Ministerio es el responsable de los asuntos relacionados con los agentes independientes comerciales. Dos abogados del Ministerio de Trabajo, eventualmente, pueden trabajar en casos específicos, de ser necesario.

Se transcribe a continuación la mencionada normativa (en inglés), la cual también puede ser hallada en el siguiente vínculo:

<http://eng.idnadarraduneyti.is/laws-and-regulations/nr/1264>

*This is an official translation. The original Icelandic text published in the Law Gazette is the authoritative text.*

## **Laws and regulations**

### **Merchants and Trade - Act No 103/1992 respecting Commission Sales Transactions -**

#### **Section I. Validity and Definitions**

##### **Art. 1**

The present Act applies to commission sales transactions occurring between Iceland and other States. In the Act a commission salesman denotes a self-employed intermediary having continuing authority to negotiate the purchase or sale of goods and services rendered in that connection on behalf of another party - a principal - in accordance with an agreement between them.

In the interpretation of the present Act a party is not considered a commission salesman if he is on account of his work commissioned to obligate the firm or Company for which he works or of which he is an owner, or a partner authorized to conclude binding obligations for his partners. A probate administrator of a bankruptcy estate is not either considered a commission salesman in the interpretation of the present Act.

##### **Art. 2**

The present Act does not extend to unpaid commission salesmen or to commission salesmen while working at auction markets.

The Minister may by means of Regulations exempt specific sectors of commission sales transactions from the provisions of the present Act when the individuals concerned discharge commission salesmanship as a job on the side.

#### **Section II Rights and Obligations in Commission Sales Transactions.**

##### **Art. 3**

A commission salesman shall safeguard his principal's interests conscientiously and honestly. In particular a commission salesman shall:-

- a. make applicable efforts to negotiate and establish transactions,
- b. communicate to the principal all available information of importance,
- c. comply with legitimate instructions from his principal.

##### **Art. 4**

A principal shall in his entire dealings with a commission salesman conduct himself conscientiously and honestly. A principal shall in particular:-

- a. furnish a commission salesman with requisite data,
- b. grant a commission salesman necessary information concerning the commission sales agreement, specifically so advising him within normal time-limits if he can foresee that the business will be considerably less than the commission salesman may be assumed to have provide for.

A principal shall also advise a commission salesman within normal time limits in case he contemplate approving, rejecting or ceasing transactions which have been established by the latter.

#### **Art. 5**

The provisions of Arts. 3 and 4 may not be derogated from.

### **Section III Remuneration**

#### **Art. 6**

In case there be not at hand an accord concerning remuneration between the parties a commission salesman shall be entitled to the remuneration that commission salesmen appointed for the goods or services to which his agreement extends are customarily paid in the area where he works. If there is no such customary practice the commission salesman shall be entitled to normal remuneration having regard for the transaction in question. That part of the remuneration which varies with the number or value of business contracts shall be deemed to be commission according to the present Act.

The provisions of Arts. 7 - 12 will apply only if a commission salesman's remuneration is in part or in full in the form of commission.

#### **Art. 7**

A commission salesman shall be entitled to commission on transactions which were concluded during the period of validity of the commission sales agreement where the transactions have been established in direct continuation of his work, or where the transactions are established with a third party with whom he has previously had comparable business.

A commission salesman shall also be entitled to commission on transactions concluded during the period of validity of a commission sales agreement in case such business has been concluded in a geographical area or with a group of customers he has been charged with serving and if the business has been concluded with a customer from this area or of this group.

#### **Art. 8**

A commission salesman shall be entitled to commission on transactions concluded after a commission sales agreement is invalidated if the transaction may mainly be attributed to his work while the commission sales agreement still remains in force and the business has been entered into within a reasonable period after the agreement's term is completed. A commission salesman is furthermore entitled to commission following upon the term of validity of a contract if an order from a third party, cf. Art. 7, has been received by the commission salesman or the principal prior to the end of the term of contract.

#### **Art. 9**

A commission salesman is not entitled to commission under Art. 7 if this has to be paid to a previous commission salesman pursuant to Art. 8 unless special circumstances render it fair that the commission be shared between them.

#### **Art. 10**

A claim for commission falls due when:

- a. the principal has finalized a transaction,
- b. the principal should have finalized a transaction in conformity with an accord with a third party.
- c. a third party has already finalized the transaction. A claim for commission is established at the latest when a third party has finalized his part of the transaction or should have done so if the principal had stood by his part of the transaction as was agreed. Commission shall be paid no later than on the last day of the month following the quarter during which it fell due.

It is not permissible to derogate by means of contracts from paras. 2 and 3 of the present Article to the detriment of a commission salesman's terms as specified therein.

#### **Art. 11**

The right to commission may be dropped when contractual provisions concerning transactions between a principal and a third party have not been met due to reasons for which the principal is not to blame.

Commission which a commission salesman has received shall be refunded to the principal if the right thereto has been dropped.

It is not permissible to derogate by means of contracts from the provisions of para. 1 of the present Article to the detriment of a commission salesman's terms as specified therein.

#### **Art. 12**

A principal shall hand a commission salesman a statement concerning commission for which claims have been established no later than the last day of the month following the quarter during which the claims were established. The statement shall reveal the items on which the computation of commission is based.

A commission salesman may require to be furnished with all information on account of the transaction concerned which is available to the principal, including transcripts from book-keeping, in order to verify that commission be correctly calculated.

It is not permissible to derogate by means of contracts from paras. 1 and 2 of the present Article to the detriment of a commission salesman's terms as specified therein.

### **Section IV**

#### **Conclusion and Termination of Commission Sales Agreements**

#### **Art. 13**

Commission sales agreements shall be in writing.

#### **Art. 14**

A commission sales agreement with a specified term of validity will be converted to an agreement for an indefinite period if transactions are continued in the same manner after the completion of the initial term of validity.

#### **Art. 15**

A commission sales agreement with an unspecified term of validity may be terminated by means of advance notice by each individual party.

In case an alternative arrangement be not agreed the notice of termination shall be one month if an agreement has been valid for a year or less and the notice shall be extended by one month in respect of each validity of the agreement in excess of one year. Notice of termination shall, however, not exceed six months.

In case parties negotiate a longer respite than that specified in para. 2 a principal is not permitted to reserve the right to a shorter advance notice of termination than a commission salesman.

In case there be no alternative agreement notice of termination is based on the turn of the month.

The provisions of the present Article shall apply to commission sales agreements in accordance with Art. 14. Provisions relating to notice of termination shall be based on the term of validity of the original agreement.

#### **Art. 16**

The provisions of para. 2, Art. 15 notwithstanding it is permissible to terminate a commission sales agreement without advance notice if either party does not in some respect abide by the provisions of the agreement. It is furthermore permissible to terminate a commission sales agreement without advance notice in case unforeseeable incidents occur with either party and which considerably derange the premises of the agreement and when it is obviously unfair that the party need abide thereby.

In case a commission salesman or a principal neglect his duties in accordance with a commission sales agreement he may become subject to liability for damages. A party desiring to claim compensation shall give the counter-party notice of the claim without undue delay after he knows or should know about the negligence. In case this be not done the right to damages is dropped. This does, however, not apply if the counter-party has worked in a dishonest manner or shown gross negligence.

#### **Art. 17**

In case a principal give notice of termination of a commission sales agreement the commission salesman is entitled to payment on account of breach of contract if he has procured new customers for his principal or has considerably increased his principal's business with older customers and the principal continues to derive considerable profit from transactions with these customers. Payment on account of breach of contract must furthermore be fair in light of the circumstances prevailing and specifically so having regard for the commission which the commission salesman derived from increased business and furthermore having regard for possible provisions of an agreement between the parties to the effect that a commission salesman does not engage in the business concerned after the term of validity of the agreement is completed.

The amount of payment on account of breach of contract shall not exceed the equivalent of one year's commission based on the average thereof at fixed prices during the last five years of the term of agreement. In case an agreement between the parties has remained in force for less than five years regard shall be had for the average commission at fixed prices during the term of the validity of the agreement.

A commission salesman will not forfeit his right to take legal action for compensation on account of financial loss by receiving payment from a principal due to breach of contract.

A commission salesman is entitled to damages on account of the financial loss he sustains due to a principal's notice of termination of a commission sales agreement. In this interpretation financial loss principally constitutes lost commission earnings which a commission salesman would have obtained by conscientiously meeting the provisions of the commission sales agreement and also by considerably improving the position of his principal. Furthermore when a commission salesman is left with unpaid and badly utilized investments of his on account of the commission sales business in consultation with a principal.

The right to payment on account of breach of contract according to para. 1 and to damages due to financial loss under para. 4 will be established although the present agreement be terminated as a result of the commission salesman's death.

A commission salesman will forfeit the right to payment due to breach of contract and to damages because of financial loss if he does not notify the principal within one year as of breach of contract that he intend utilizing this his right.

#### **Art. 18**

A commission salesman is not entitled to payment due to breach of contract under Art. 17 if the principal has terminated a commission sales agreement due to a commission salesman's negligence.

A commission salesman is not entitled to payment on account of breach of contract if he has himself terminated the agreement. This does, however, not apply if the reasons for the notice of termination may be traced to the principal or to the fact that the commission salesman cannot continue his work due to age or illness.

Neither is a commission salesman entitled to payment due to breach of contract if he conveys the commission sales agreement to another commission salesman with the principal's approval.

#### **Art. 19**

The parties are not permitted to negotiate derogations from the provisions of Arts. 17 and 18 to the detriment of a commission salesman's terms as stipulated therein.

#### **Art. 20**

It is permissible to negotiate restrictions of a commission salesman's business following the expiry of the term of validity of the agreement, provided that such an agreement be concluded in writing and the restrictions linked to the area or group of customers to whom services should be directed under the commission sales agreement and furthermore linked to the types of goods and services to which the agency applied.

Such a restriction of a commission salesman's trade may not remain in force for more than two years following upon the expiry of the term of validity of the agreement.

#### **Art. 21**

The provisions of Art. 19 notwithstanding parties to a commission sales agreement may derogate from the provisions of the Act if the work of the commission salesman according to the agreement is discharged outside the Member States of the European Economic Area and comparable irrevocable provisions are not to be found in the legislation of the States concerned.

**Section V**  
**Entry into force.**

**Art. 22**

The present Act enters into force on 1 January 1993. As of that time all new commercial agreements concerning commission sales shall be concluded in conformity with the provisions of the present Act. The provisions of older agreements shall be amended prior to 1 January 1994 and as of that time the provisions of the Act apply to all commission sales agreements.

Given at Reykjavik on 28 December 1992  
Vigdís Finnbogadóttir

(L. S.)

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Jon Sigurdsson