

3-603.

A provision of a contract that is made between a sales representative and a principal [and that] IS VOID IF THE PROVISION purports to waive any provision of this subtitle [is void] BY:

- (1) AN EXPRESS WAIVER; OR
- (2) A CONTRACT SUBJECT TO THE LAWS OF ANOTHER STATE.

3-604.

Each principal shall pay to a sales representative all commissions that are due under a contract that is terminated, within ~~{45}~~ 44 days after payment would have been due if the contract had not terminated.

3-605.

(a) (1) Subject to the requirement of paragraph (2) of this subsection, if a principal violates § 3-604 of this subtitle, a sales representative whom the violation affects is entitled to bring an action against the principal to recover up to 3 times the amount of all commissions that the principal owes to the sales representative.

(2) At least 10 days before an action is brought under this subsection, the sales representative shall give the principal written notice of intent to bring the action.

(b) If a court determines that a sales representative is entitled to judgment in an action under this section, the court shall allow against the principal reasonable counsel fees and court costs.

3-606.

FOR PURPOSES OF PERSONAL JURISDICTION UNDER § 6-103 OF THE COURTS ARTICLE, A PRINCIPAL WHO CONTRACTS WITH A SALES REPRESENTATIVE TO SOLICIT WHOLESALE ORDERS FOR A PRODUCT IN THE STATE IS CONSIDERED TO BE TRANSACTING BUSINESS IN THE STATE.

3-607.

(A) IF A PRINCIPAL MAKES A REVOCABLE OFFER OF A COMMISSION TO A SALES REPRESENTATIVE WHO IS NOT AN EMPLOYEE OF THE PRINCIPAL, THE SALES REPRESENTATIVE IS ENTITLED TO THE COMMISSION AGREED ON IF:

(1) THE PRINCIPAL REVOKES THE OFFER OF COMMISSION AND THE SALES REPRESENTATIVE ESTABLISHES THAT THE REVOCATION WAS FOR THE PURPOSE OF AVOIDING PAYMENT OF THE COMMISSION; OR

(2) (I) THE REVOCATION OCCURS AFTER THE SALES REPRESENTATIVE HAS OBTAINED A WRITTEN ORDER FOR THE PRINCIPAL'S PRODUCT BECAUSE OF THE EFFORTS OF THE SALES REPRESENTATIVE; AND

(II) THE PRINCIPAL'S PRODUCT THAT IS THE SUBJECT OF THE ORDER IS SHIPPED TO AND PAID FOR BY A CUSTOMER.