

## 区域经销协议

# Sole Agency Agreement

本协议于\_\_\_\_年\_\_\_\_月\_\_\_\_日在中国广东省广州市由有关双方在平等互利基础上达成，按双方同意的下列条件发展业务关系：

This agreement is made and entered into force by and between the parties concerned on in Guangzhou City, Guangdong province, P.R. China on the basis of equality and mutual benefit to develop business on terms and conditions mutually agreed upon as follows:

### 1. 协议双方

#### The Parties Concerned

甲方：广州市夜太阳舞台灯光设备有限公司

Party A: NIGHTSUN PRO LIGHTING EQUIPMENT CO.LTD

地址：中国广东省广州市白云区种落潭镇广龙路夜太阳工业园

Add: Nightsun industrial park, Guang Long Road, Zhong Luo Tan Town, Baiyun Area, GuangZhou City, GuangDong Province, P.R. China

电话/Tel: +86 20 66847002/ 66847003

传真/Fax: +86 20 66847009

网址/Web: www.nightsun.net www.nightsun.com.cn

乙方：

Party B:

地址/Add:

电话/Tel:

传真/Fax:

网址/Web:

### 2 经销权区域

#### Territory of exclusive distribution

仅限于

In \_\_\_\_\_ only.

### 3. 所经销的产品品种及商标要求

#### The definition of specified products and brands requestments

广州市夜太阳舞台灯光音响设备有限公司生产的\_\_\_\_\_产品及\_\_\_\_\_商标

\_\_\_\_\_products produced by NIGHTSUN PROLIGHTING EQUIPMENT CO.LTD

Must be with \_\_\_\_\_ brand.

4. 合同有效期：\_\_\_\_\_个月，自\_\_\_\_\_年\_\_\_\_\_月至\_\_\_\_\_年\_\_\_\_\_月（可续签）

The validity of sole agency agreement: \_\_\_\_\_（renewable）

## 5. 价格

### **Pricing structures for exclusivity**

以统一的代理价为准，双方根据产品要求及单品订量来商议特别价格，具体见附件

Based on the unique price, any special price will be based on the depend quantity.

## 6. 付款方式

### **Method of Payment**

定金 T/T 30% + 余款 T/T 70%发货前,

T/T deposit 30% against order + T/T balance 70% before shipment,

其它付款方式经双方协商而定: \_\_\_\_\_

The exchange rate: the prices quoted under this agreement based on RMB, subject to the latest rate, if quoted in US dollars, which difference is more than 3%, an increase of the rate 3% will be respected.

(合同价格以人民币为准，结算按当期汇率来换算，如合同价格协商以美金为基础，则当美元对人民币增长幅度超出 3%时，结算价格则需要上调 3%，3%以内不调整)

## 7. 运输条件及费用承担:

### **The definition of cost of local transport**

- FOB 广州, FOB 广州费由甲方承担。(但只限整柜或者是订单在 RMB200000 或 USD30000 以上)

All prices are quoted on the basis FOB Guangzhou, any additional charge will be born to the Party B, if the order is not by FCL, or less than the total amount of USD30000 or RMB200000.

除 FOB 广州的运输方式外，其它运输方式均由乙方负责，甲方仅仅是为乙方代办，相关费用由乙方承担。

All the shipment terms which except FOB, will be in charged by Party B, Party A just operate as the agent, all the relative charges will be charged by Party B.

## 8. 乙方权力及义务:

### **The rights and obligations of Party B:**

- 有权要求甲方每次最快的交货周期，根据定单量及定单情况 30-60 天。  
Party B has the rights ask Party A for terms of the best delivery, depending the quantity of the order. The normal terms of delivery is from 30 to 60 days.
- 有中途议价的权力。(根据市场行情双方协商为准)  
Have the rights of the negotiation depending the market situation and mutural agreement.
- 未征得总经销方同意，甲方拒绝乙方所在区域的第二家供货或征得乙方同意可以供货，但需在乙方的总经销价上上浮 10%以上，所上浮的 100%利润归总经销方所有。  
Without the consent of Party B, Party A shall not sell any products to any other buyer in the exclusive territory. If the consented by Party B, an increase of 10% above the exclusive price shall be added. The profit as so incurred shall be attributed to Party B.
- 有向甲方提供产品质量报告及质量分析的义务。  
The party B is obligated to provide the report and analysis of the quality to the party A.
- 有帮卖家代购并代垫样品的义务。(样品款由甲方支付)  
The Party B is obligated to assist in obtaining any commercial samples for Party A

- 有义务给买家提供技术、新产品信息的服务。

The Party B is obligated to provide the message and technological of new products in this market to Party A.

#### 9. 甲方权力及义务:

##### **The rights and obligations of Party A:**

- 有权要求乙方必须达到要求的销售量，从签订之日起第一周年销售量达 100000 或 300000 或 600000 或 1000000 美金，此后每年销量都以 10%的比例增加。

Party A have the rights to demand minimum purchasing quantity with 10% of annual purchasing.

There is power to request the party B to complete the confirmed annual purchase amount: Total amount is two hundred and fifty thousand US dollars (USD250000) for the first year since the signature date of the agreement. Since then, annual purchase should be increased by 15% every year.

- 有权要求乙方必需达到要求的定货周期，至少每 90 天一次，每次至少达年任务的 20%，6 个月达 50%。

There is power to request the party B to attain the pointed order period, at least every 90 days once, each time at least reach 20% of the share of the whole year, amount should be up to 50% within 6 months.

- 有在乙方要求议价而给予合理升降价的义务。

Have the duty to give the reasonable reduce or increase of price if the party B requests to negotiate the price.

- 转移供方得到乙方所在区域的信息给乙方，但乙方要求服务好这些信息。

Transfer the information to the party B that the supplier got in the area of party B. But Party B must serve well with the provide information by Party A

- 积极协助乙方解决产品质量问题。

Help the party B to solve the breakdown of the products actively.

- 有免费提供远程技术支持及售后服务的义务。

Have the duty to provide the remote technique support for free and the after-sales services.

- 有免费提供产品图片及产品详细介绍的电子文件的义务。

Have the duty to provide the products' picture and the detailed information by e-mail for free.

#### 10: 协议终止: 本协议因下列情况而终止:

协议期限满，甲乙双方不再续签本协议；或协议期未满，双方通过书面协议解除本协议。

在协议期限届满之前，当事人一方明确表示或以自己的行为表明不履行协议主要义务的。

当事人一方迟延履行协议主要义务，经催告后在合理期限内仍未履行。

当事人有其他违约或违法行为致使协议目的不能实现的。

Termination of contract: terminate against following conditions:

Party A and Party B will not continue this contract when the contract is expired;

or a written agreement has been signed to terminate this contract by Party A and

Party B when it' s not expired yet. Before the expiry of this contract, if any party

notify or act no willing to obey the obligations of contract. If any party delayed

the obligations of contract, or refuse to perform the duty in specified time when

it' s noted. Any party had broken the contract.

## 11. 承诺、保证及责任:

### **Promise, guarantee and responsibility:**

- 乙方没正当理由，未按规定的下单周期内下定单及未能保证销售量，合作可即刻终止。甲方可即刻销于乙方所在区域的第二方或与其签订销售协议。  
If the party B doesn't place order in the pointed period and can't guarantee the purchase amount without any proper reason, the cooperation can be terminated right away. Then the party A can sell products to the second sole agent or sign contract with the second sole agent in this country or area.
- 甲方没正当理由，未按交期交货给乙方而给乙方造成直接经济损失的，甲方要给予合理的赔偿。  
If the party A didn't delivered products to the party B on time without any proper reason and caused loss to party B, the party A must compensate for it.
- 乙方没正当理由，而违反付款条件的，甲方有权处理所产出的成品及没收定金，给甲方造成直接经济损失的，乙方要给予合理的赔偿。  
If the party B violate the terms of payment without the proper reason, the party A has the right to deal with the finished products and the payment (deposit) will be confiscated. If it had caused direct economic loss to party A, the party B must give reasonable indemnification.

因甲方生产产品，在保修期内质量出现问题，甲方要积极配合解决问题并给予维护，如质量问题给乙方造成直接经济损失，甲方要酌情给予合理的赔偿。

If the products appear problems in the period of guarantee, Party A should actively help solve the problem and impart maintenance. which leads the direct economic loss to the party B, the party A must take the circumstances into consideration and give reasonable compensation.

除上以外，甲乙双方任何一方违约，需向守约方一次性支付美元一万元违约金。

Besides, the party which broken the contract will pay the penalty of USD10000 to another party.

## 12. 不可抗力

### **Force Majeure**

由于水灾、火灾、地震、干旱、战争或协议一方无法预见、控制、避免和克服的其他事件导致不能或暂时不能全部或部分履行本协议，该方不负责任。但是，受不可抗力事件影响的一方须尽快将发生的事件通知另一方，并在不可抗力事件发生（15—30）天内将有关机构出具的不可抗力事件的证明寄交对方。

Either party shall not be responsible for failure or delay to perform all or any part of this agreement due to flood, fire, earthquake, draught, war or any other events which could not be predicted, controlled, avoided or overcome by the relative party. However, the party affected by the event of Force Majeure shall inform the other party of its occurrence in writing as soon as possible and thereafter send a certificate of the event issued by the relevant authorities to the other party within 15-30 days.

## 13 仲裁

### **Arbitration**

凡因本合同引起的或与本合同有关的任何争议，均应提交中国国际经济贸易仲裁委员会华南分会和广州国际经济贸易仲裁委员会，按照申请仲裁时该会实施的仲裁规则进行仲裁。仲裁裁决是终局的，对双方均有约束力。

Any dispute arising from or in connection with this contract shall be submitted to China International Economic and Trade Arbitration Commission, South China Sub-Commission for arbitration, and Guangzhou International Economic and Trade Arbitration Commission, which shall be conducted in accordance with the Commission's arbitration rules in effect at the time of applying for arbitration. The arbitral result is non-negotiable and binding upon both parties.

14. 本协议中英文对照，如有表达上的疑问，以中文表达为准。

各种商务谈判，交易协议及出货手续为本合同附件。同具法律效力。

15. 补充说明：

① 酌情根据甲乙双方业务关系而定，包括以货返利，业绩计算方式（特价及促销品不计），信用赊销政策及其它等。（此项根据客户与我司合作条件而协商，并非通用条款）

② 乙方在代理区域的所在国要注册甲方的 LOGO，需经甲方同意，并按甲方的要求进行注册，费用由甲方承担，商标所有权为甲方所有，如果商标被第三方抢注，乙方需协助甲方处理商标相关归属权办理事宜。

甲方：广州市夜太阳舞台灯光设备有限公司

Party A: NIGHTSUN PROLIGHTING EQUIPMENT CO.LTD

法人代表（签字）/ Legal representative（Signature）

Mr. WANG ZHI HONG

乙方：

Party B:

法人代表（签字）/ Legal representative（Signature）

## 附件：区域独家代理商应该具备的最低条件

### Qualifications of Party B

- 拥有合法注册的公司，且公司经营最少有 5 年以上；  
Legal Co., LTD, the company operates at least five years
- 公司的主营产品范围以灯光音响为主或重视灯光音响市场，目标市场是 SHOW 及 DJ 市场；  
It's mainly business line is light & audio ,and target market are stage, SHOW, DJ;
- 公司的经营规模，就员工人数而言，不低于 15 人；  
It's employees are not less than 15 persons
- 拥有自己专业的产品演示展厅；  
Have sales channel, having customers of professional level who doing the channel distributor like engineering or project , or have 2 or more stores
- 每年至少有一次当地展览参与的推广安排；  
At least once each year to participate in local exhibitions
- 有自己专业的售后技术维修人员，有专业的工程技术人员，具有简单的方案设计能力；  
Have their own professional technical service after sales personnel, professional engineering and technical personnel, have design ability;
- 对于订单的采购，有足够的资金支付能力；  
The company management operation condition is good, enjoys a good credit , with good capital operation condition.
- 品牌及质量意识强，市场竞争不是以价格竞争为主；  
The brand and the quality consciousness is strong, and market competition is not primary on price competition.
- C 级市场（主要是指小国家或经济不发达的国家）的年采购量不低于 10 万美金/年，B 级市场（主要指中型国家或经济一般发达的国家）不低于 30 万美金/年，A 级市场（主要指大国家或经济非常发达的国家）不低于 60 万美金/年，年销售递增量不低于 10%；  
The purchase amount is requested no less than US \$100000 / year for Class C market (mainly refers to the small countries or less developed countries), not less than US \$300000 / year for class B market (mainly refers to the medium countries or economic general developed countries), not less than US \$600000 / year for class A market (mainly refers to the big countries or economic very developed countries), and sales increase each year is no lower than 10%
- 能接受 Nightsun 品牌或能让 Nightsun 品牌与客户的品牌并列使用；  
Can accept Nightsun brand or can let Nightsun brand and your own brand use together.
- 之前有进口中国灯光音响产品的经验，且采购的品牌在中国属于中档以上的品牌；  
Have the experience of importing lighting & audio equipments from China , and purchasing the products belongs to upscale product .

## 9. 乙方享有的支持政策

### Support policies provided for Party B

- 享受公司代理价格  
Enjoys the representative prices , A class prices , B class prices , C class prices accordingly
- 享有市场唯一独家代理权  
Be the sole representative of Nightsun in your market
- 1%免费配件赠送，及当超过 1%赠送范围的部分只收取 50%的配件费用（光源除外）。  
The Party A will provide 1% of the total value's spare parts in each order freely, if more than 1%, the party B need pay 50% for the spare parts.
- 按当年实现的销售业绩的 1%给代理商下一年市场推广支持（包括用于 Nightsun 彩图提供，Nightsun 宣传礼品，Nightsun 国际广告，Nightsun 展览推广，上门培训以及上门维修费用）  
Party A has the duty to use not less than 1% of last year 's turnover to give marketing support to Party B in next year( for example, the party A will provide Catalogues, Promotional gifts, International Advertising, Onsite training and Home repair service to the Party B)
- 其他关于代理商统一的支持政策  
Other uniform agent support policy.