

# 独家代理协议

# Exclusive Agency

# Agreement

**Note: In the event of a conflict between the Chinese and domestic language, the Chinese language shall take precedence.**

本协议于 20xx 年 xx 月 xx 日在中国威海（青岛）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 by and between the parties concerned on [yyyy-m-d] in Weihai (Qingdao), China-based on equality and mutual benefit to develop business on terms and conditions mutually agreed upon as follow:

### 1、协议双方 The Parties Concerned

甲方： PartyA:

WEIHAI TAUREX RUBBER COMPANY LTD

Add: Weihai City, Shandong Province, China 264200

Tel: +86-631-5962-991 | info@taurextyre.com

Website: www.taurextyre.com

乙方： Party B:

[Company Full Name]

Add:

Tel:

[Name] Passport Number: [Code]

### 2、委任 Appointment

甲方指定乙方为其独家代理，为第三条所列商品从第四条所列区域的顾客中招揽订单，乙方接受上述委任。

Party A hereby appoints Party B as its Exclusive Agent to solicit orders for the commodity stipulate in Article 3 from customers in the territory specified in Article 4, and Party B accepts and assumes such an appointment.

### 3、代理商品 Commodity

“TAUREX” 品牌全钢载重子午轮胎 “TAUREX” Brand Tyres.

### 4.代理区域 Territory

仅限于[ ]。 Only for [Country Name] country.

## 5、最低业务量 Minimum turnover

乙方同意，在本协议有效期内，每月不得少于 2\*40ft，每年不得少于 24\*40ft

Party B shall undertake to solicit tyres orders from customers in the above territory during the valid period of this agreement for not less than 2\*40ft containers per month, 24\*40ft containers per year.

## 6、价格与支付 Price and Payment

甲方予上述代理区域内客户报价之前，必须跟乙方协商好价格，经乙方确认后才能予客户报价。

付款方式可采用：电汇。发货前全款

Party A should negotiate the prices with Party B, and quote to the customers from the above territories after confirmed by Party B.

Payment Method: T/T 100% should be paid before shipment.

## 7、独家代理权 Exclusive Right

基于本协议授予的独家代理权，甲方不得直接或间接地通过乙方以外的渠道向代理区域的顾客销售或出口第三条所列商品全钢轮胎，乙方也不得招揽或接受到代理区域以外地区销售为目的的订单，在本协议有效期内，甲方应将其收到的来自代理区域其他商家轮胎的询价或订单需要跟乙方协商处理。

In consideration of the exclusive rights granted herein, Party A shall not, directly or indirectly, sell or export tyres stipulated in Article 4 to customers in the territory through channels other than Party B; Party B shall not solicit or accept orders for the purpose of selling them outside the area. Party A shall refer to Party B any enquiries or requests received by Party A from other firms in the territory during the validity of this agreement.

## 8、商情报告 Market Report

为使甲方充分了解现行市场情况，乙方承担至少每季度一次或在必要时随时向甲方提供市场报告，内容包括与本协议代理商品的进口与销售有关的地方规章的变动、当地市场发展趋势以及买方对甲方按协议供应的货物的品质、包装、价格等方面的意见。乙方还承担向甲方提供其他供应商类似商品的报价和广告资料。

In order to keep Party A well informed of the prevailing market conditions, Party B should undertake to supply Party A, at least once a quarter or at any time when necessary, with market reports concerning changes of the local regulations in connection with the import and tyre sales covered by

this agreement, local market tendency and the buyer's comments on quality, packing, price, etc. of the goods supplied by Party A under this agreement. Party B shall also provide party A with quotations and advertising materials on similar products of other suppliers.

## 9、广告及费用 Advertising and Expenses

乙方负担本协议有效期内代理区域地区销售代理商品做广告宣传的一切费用,并向甲方提交所用于广告声像资料,供甲方事先核准。

Party A shall bear all expenses for advertising and publicity in connection with the commodity in question within the validity of this agreement, and shall submit to Party A all audio and video materials intended for advertising for prior approval.

## 10、工业产权 Industrial Property Rights

在本协议有效期内,为销售有轮胎,乙方可以使用甲方拥有的商标,并承认使用于或包含于轮胎中的任何专利商标、版权或其他工业产权为甲方独家拥有。一旦发现侵权,乙方应立即通知甲方并协助甲方采取措施保护甲方权益。

Party B may use the trademarks owned by Party A for the sale of the tyres covered herein within the validity of this agreement, and shall acknowledge that all patents, trademarks, copyrights or any other industrial property rights used or embodied in the tyres shall remain to be the sole properties of Party A.

Should any infringement be found, Party B shall promptly notify and assist Party A to take steps to protect the latter's rights.

## 11、协议有效期 Validity of Agreement

本协议经有关双方如期签署后生效,有效期为 2 年,从 [yyyy-m-d] 至 [yyyy-m-d]。除非做出相反通知。

This agreement shall enter into force on the signing of both parties. The valid date of this agreement is two years. Begin from [yyyy-m-d] to [yyyy-m-d].

## 12、协议的终止 Termination

在本协议有效期内,如果一方被发现违背协议条款,另一方有权终止协议。

During the validity of this agreement, either of the two parties is found to have violated the stipulations herein, and the other party has the right to terminate this agreement.

### 13、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，该方不負責任。但是，受不可抗力事件影响的一方須尽快将发生的事件通知另一方，并在不可抗力事件发生 15 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 held responsible for failure or delay to perform all or any part of this agreement due to flood, fire, earthquake, drought, 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, after that, send a certificate of the event issued by the relevant authorities to the other party within 15 days after its occurrence.

### 14、仲裁 Arbitration

因履行本协议所发生的一切争议应通过友好协商解决。如协商不能解决争议，则应将争议提交中国国际经济贸易仲裁委员会（威海），依据其仲裁规则进行仲裁。仲裁裁决是终局的，对双方都有约束力。

All disputes arising from the performance of this agreement shall be settled through friendly negotiation. Should no settlement be reached through negotiation, the case shall then be submitted for arbitration to the China International Economic and Trade Arbitration Commission (Weihai), and the rules of this Commission shall be applied. The award of the arbitration shall be final and binding upon both parties.

### 15、贸易条件与合同准据法 Trade Terms and Governing Law

本协议使用的贸易条件应按 INCOTERMS 2000 解释。本协议的有效性、缔结及履行受中华人民共和国法律管辖。

The trade terms under this agreement shall be governed and interpreted under the provisions of INCOTERMS 2000. This agreement shall be governed as to all matters, including validity, construction, and performance under the laws of the People's Republic of China.

16、本协议由双方代表签字后生效，正本一式两份，双方各执一份。 This agreement shall come into effect immediately after both parties sign it in two original copies. Each party holds on copy.

Party A

Party B:

Signature & Stamp

Signature & Stamp

Date:

Date: