

【 】产品经销协议  
【 】 Master Dealer Agreement

本协议于 年 月 日在中华人民共和国签署。

This Master Dealer Agreement was agreed on \_\_\_\_ in Peoples' Republic of China by and between:

甲方: 【 】 (以下简称“甲方”) 法人代表: 【 】

地址: 【 】

电话: 【 】 传真: 【 】 邮政编码: 【 】

Party A: 【 】 (Hereinafter called Party A)

Legal Representative: 【 】

Address: 【 】

Tel: 【 】 Fax: 【 】 Postcode: 【 】

乙方: 有限公司 (以下简称“乙方”) 法人代表:

地址:

电话: 传真: 邮编:

Party B: Co., Ltd. (Hereinafter called Party B)

Address:

Legal Representative:

Tel: Fax: Postcode:

### 1 授权 Appointment, Authorization

甲方在本协议的有效期限内指定乙方作为【 】(【 】)品牌之授权经销商(非独家), 其授权经销之产品及销售区域如下:

Party A hereby appoints Party B within the period as stated in this Agreement to be a non-exclusive authorized Master Dealer of 【 】 branded products. The authorization, territory of business, and rights are defined as follows:

1.1 产品: 是指甲方的价格表中所包括的, 以及在合作期间内推出的带有【 】【 】品牌商标的产品。

Products: the 【 】-branded products included in Party A's price list and other products launched within the duration defined under Clause 2.

1.2 销售区域: 乙方被授权经销【 】产品的区域为:【 】 , 在该区域内乙方为其中之一授权经销商。除特别经甲方事前书面同意外, 乙方不得在本条规定的销售区域以外销售【 】产品。

Distribution Territory: Party B is authorized to engage in distribution of 【 】 products in 【 】 , together with other Authorized Master Dealers in the said territory. With the exception of prior written approval by Party A, Party B shall not engage in the distribution of products outside the defined distribution territory.

1.3 本经销协议为不可转让协议。未经甲方书面同意, 在本协议有效期内, 乙方不得以任何形式转让、有偿或无偿提供此经销权给其他任何公司或个人使用。

The authorization in this agreement is a non-transferable right; without the prior written approval of Party A, Party B has no right to transfer, or provide dealership rights, in any manner whatsoever, to any other company or persons to exercise the right of distribution.

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## 2 协议期限 Duration of the Agreement

除本协议另行规定外，本协议有效期由【       】年【       】月【       】日起至【       】年【       】月【       】日止。甲、乙双方于本协议终止前二个月开始商讨此协议的续签事宜。本协议于【       】年【       】月【       】日后自动失效。

Except specified otherwise, this Agreement's duration will be from the 【       】 of 【       】 【       】 to 【       】 of 【       】 【       】. Two months prior to the expiry date of this agreement, both Parties will start to discuss the renewal of the next year's dealership agreement. This agreement will terminate automatically after 【       】 of 【       】.

## 3 乙方采购量: Required Purchase Quantity

乙方在本协议期限内的采购量按照每个自然年向甲方采购并完成发货的【       】（【       】）产品的总金额计算。鉴于双方为第一次合作，双方同意年度采购量目标由双方在【       】年【       】月【       】日前进行确认并添加为本协议的附件。

The required purchase quantity is calculated annually during the period of this agreement by the actual accumulated delivery amount of 【       】 products during the calendar year by Party A. As this is the parties' first co-operation, the required purchase quantity will be set by the parties prior to 【       】 and be annexed to this agreement.

## 4 返利 Rebate

### 4.1 定义 Definition

返利是在乙方达成年度采购量后，甲方根据乙方达成情况给予乙方的奖励。

Rebate means the bonus given by Party A when Party B achieves the required annual purchase quantity.

### 4.2 返利的计算和支付 Calculation and Payment

年采购量以最后一个工作日为止的当年实际出货订单金额累积计算。乙方购买的用于展厅之样品纳入累计采购量计算，但不纳入返利计算。

The annual purchased quantity shall be calculated by the actual delivery amount accumulated to the last working day of the year. The purchased sample quantity will be included in the accumulated purchased quantity, but will not be used for the calculation of the rebate.

年度采购量目标 (USD)	Rebate
	%
	%
	%

甲方在【date】前完成年度返利的计算并以书面形式通知乙方结果。

Party A will complete the annual rebate calculation and will send written notification to Party B about the results before 【date】

### 4.3 返利的使用 Utilization of Rebate

返利只用以购买【 】产品。返利可以全额使用。

Rebate is only applicable to the purchase of 【 】 products. The rebate may be utilized in its entirety.

## 5 价格 Prices

甲方将提供给乙方一份《授权经销商价格表》，该价格表是乙方向甲方购买产品时的实际提货价，乙方必须对此严格保密。甲方推出新产品的同时，也将通知乙方新产品的相应价格。该价格表于每年的7月1日更新，有效期为一年。该价格表使用的货币为美元。

Party A will provide a 'Master Dealer Price List', which states the actual price which Party B will pay when purchasing products from Party A. Party B must keep the "Master Dealer Price List" confidential.

When launching new products, Party A will inform Party B the prices of the new products. The Master Dealer Price List is valid for one year from 【 】 each year and will be updated on every following 【 】 after. The Master Dealer Price List is calculated in USD.

## 6 付款 Payment

### 6.1 付款方式 Payment term

在双方签订的协议有效期内，乙方购买产品时，须向甲方提供书面的采购订单，经甲方确认后，乙方向甲方支付【 】%货款到甲方指定账户（货款以美元结算，汇率由双方协商决定），甲方在收到后在约定时间内组织发货并提供相应的报关资料（包括并不限于发票、提货单等），乙方承诺在收到货物的第【 】个工作日支付余款。

During the effective period of this agreement, Party B should issue official purchase order to Party A, once got confirmation from Party A, Party B shall transfer 【 】% advance payment to Party A's bank account (Currency shall be US Dollars, subject to the exchange rate agreed by both parties); Party A will be able to arrange delivery within agreed days once received the advance payment from Party B, and provide documents for Customs declaration (including and not limited to invoice, B/L etc.). Party B shall pay the balance on the 【 】 working day after receiving the goods.

### 6.2 付款信息 Bank information

甲方美元收款账户：

USD payment please refer to

Beneficiary : 【 】

Beneficiary address : 【 】

Bank : 【 】

Bank Address : 【 】

Swift Code : 【 】

Account No : 【 】

## 7 知识产权 Intellectual Property Right

全部有关【 】【 】产品之商标及专利、【 】【 】名称、图形、产品设计

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及其他有【 】【 】商标、名称的物品（包括但不限于网页、纸张、信纸、信封、包装物、纪念品、宣传单章/册）之使用权均由甲方及或其他甲方的公司拥有。未经甲方事前书面同意，不得擅自在任何地方使用。

Without the prior written consent of Party A, there shall be no right to use 【 】 trademarks, patents, names, graphics, and design of 【 】 products, and usage of the same in other articles, such as but not limited to, websites, publications, letterheads, envelopes, packaging, souvenirs, promotion leaflets or booklets – all such rights belong to Party A and/or its associated companies as the case may be.

## 8 商业道德 Business Ethics

甲方在与各合作伙伴交往中坚持公平、诚实的商业运作及商业道德，并遵守一切中华人民共和国的法律、税务、政府规定。同时，乙方作为甲方的长期合作伙伴，亦须遵守以下原则：

Party A shall always uphold the principles of fairness; honesty; law abidance business practice and ethics to deal with business partners. Abide by applicable Law and Tax Regulations of the Peoples' Republic of China. Party B shall also, as a long-term business partner of Party A, uphold the same above principles, and furthermore, adhere to the following:

- 除甲方以外，不得从其他途径取得【 】产品并在区域内销售。
- 遵照本协议第 1.2 条，不得把产品销往销售区域以外的地方。
- 不得对甲方任何雇员提供金钱或金钱以外的利益。
- Except from Party A, Party B shall not obtain 【 】 products from any other sources and sell in the Territory;
- Shall not distribute 【 】 Products in any area not defined by the Territory clause 1.2 of this agreement.
- Shall not offer monetary, or non-monetary, benefits or advantages to any employee of Party A.

## 9 协议的终止 Termination of the Agreement

9.1 协议于协议期限终止日后自动失效。

This Agreement will automatically be terminated after the expiry date of the Agreement.

9.2 如果乙方于签订本协议 12 个月后的累计采购金额如未能达到【 】美元，甲方保留以书面形式提前 15 个工作日通知乙方提前终止本协议的权利。

If 12 months after signing this Agreement, Party B's accumulated purchase amount does not reach USD 【 】 , Party A has the right to terminate this agreement by giving 15 working days of prior written notice to Party B.

9.3 如乙方有以下行为之一，甲方有权扣除乙方的部分或全部返利和支持，并以书面形式通知乙方提前终止本协议：

If Party B violates any of the below-listed, then Party A has the right to punish Party B by reducing their rebates at the discretion of Party A and terminate this agreement before the expiry date of this agreement by giving written notice to Party B:

- 从甲方以外取得【 】产品并用于区域内销售。  
Obtain 【 】 Products from sources other than Party A and use the obtained products to sell in the Territory.
- 将【 】产品销往本协议指定的销售区域以外范围。

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Distribute or sell 【 】 products in any area not defined by the Territory.

- 乙方申报虚假工程项目，并从中套取工程折扣。  
Party B claims fake projects in order to obtain project discount.
- 向甲方的雇员提供金钱或金钱以外的其他利益，对甲方的经营造成损失。  
Offers monetary, or non-monetary, benefits or advantages to any employee of Party A.
- 被执法机构证实违反中国法律法规并无能力再继续正常的商业活动。  
To be found guilty of violating the law and regulations of China that results in difficulty to carry out its business continuously.

## 10 不可抗力 Force Majeure

如战争、地震、天灾、政变或政府法律法规的更改等因素导致本协议无法部分或全部执行，受影响方需在事件发生后三十天内以书面形式通知另一方终止本协议的执行，可免除责任。

If any force majeure event, such as war, earthquake, typhoon, revolution, change of government law or regulation prevents either party from executing wholly or partially its duties and obligations under this agreement, then the affected party shall send written notice, within 30 days, after the incident to advise the other party that the agreement is terminated and there shall be no liabilities for the said party due to any breach of this agreement caused by the force majeure event.

## 11 保密条款 Confidentiality

协议双方必须对本协议之所有内容保守秘密，不得向协议外第三方作任何披露。

Both parties must keep confidential of all matters relating to this agreement, and no party can disclose any content to a third party.

## 12 法律适用和管辖 Governing Law and Jurisdiction:

本合同应适用中华人民共和国法律并依据其进行解释。凡因本合同引起的或与本合同有关的任何争议，应通过友好协商解决，如协商不能解决，则均应提交上海国际经济贸易仲裁委员会按照申请仲裁时该会现行有效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，仲裁费用由败诉方承担。

This Contract shall be governed by and construed in accordance with the laws of the PRC. All disputes in connection with the execution of this Contract shall be settled friendly through negotiation. In case no settlement can be reached, all disputes arising from or in connection with the Contract shall be submitted to Shanghai International Economic and Trade Arbitration Commission for arbitration which shall be conducted in accordance with the Commission's arbitration rules in effect at the time of applying for arbitration. The arbitral award is final and binding upon both parties and the Arbitration fee shall be borne by the losing parties.

本协议条款共 12 条，一式两份，双方各执一份。本协议中英文对照，如英文版本与中文版本有不相同或不一致之处，则以中文版本为准。经双方讨论，理解无误后签字生效。

This Agreement consists of 12 clauses. There are two signed copies of this agreement and each party will retain one copy. If any discrepancy or inconsistency between the English and Chinese versions of this agreement, the Chinese version shall prevail. Both parties confirm they have fully understood the terms, conditions and implications of this agreement. The agreements were validated after each party signed and affixed their stamps.

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甲方: 【     】  
Party A: 【     】

乙方:  
Party B:

(公章):  
(Company chop):

(公章):  
(Company chop):

代表签字: \_\_\_\_\_  
Signature:

代表签字: \_\_\_\_\_  
Signature:

Training Purpose Only

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