**国际商务代理**

**合**

**同**

**书**

**鲁山县万通通机械制造有限公司**

**地址：中国·河南省郑州市高新区翠竹街1号总部企业基地68号楼11楼**

**厂址：中国·河南省鲁山县省级产业聚集区**

**网址：** [**www.winton-machinery.com**](http://www.winton-machinery.com)

**信箱**： **Andrew@wttjx.com**

**电话: 0086 371 8615 9555**

 **, 2014**

**INTERNATIONAL AGENT**

**CONTRACT**

**FOR**

**LUSHAN WIN TONE MACHINERY MANUFACTURE CO., LTD.**

**ADD: 11th Flour 68# Building, No. 1 Cui Zhu Street, Centre Business Park, High- New Technology Industrial Development Zone, Zhengzhou, Henan, P. R. China**

**Factory Add: Lushan Industrial Park, Lushan County, China.**

**Web：** [**www.winton-machinery.com**](http://www.winton-machinery.com)

**Email**： **Andrew@wttjx.com**

**TEL: 0086 371 8615 9555**

**目 录** MENU

总则

1.合同定义 Contract definition

2.委任及法律关系 Appointment and Legal Relation

3.甲方责任 Responsibility & Beneficiary of Principal

4.乙方责任 Responsibility & Beneficiary of Agency

5.乙方利益 Beneficiary of Agent

6.合同有效期 The validity of the contract

7.合同终止 Expiration of contract

8.技术保密及商标保护 Technical security and brand protection

9.人力及不可抗力 Human and force majeure

10.争议仲裁 Dispute arbitration

11.合同转让 Assignment of contract

12.合同生效及其他 Contract comes into force and other

总则：

中国鲁山万通通机械制造有限公司以精深粮食加工为任务，以优化粮食产业链为目标，自1995年建厂以来就视产品质量为根本，以不断的技术创新为基础，通过优质的服务、过硬的质量和创新的科技打造出中国知名品牌。

进入21世纪后，中国加入WTO国际世贸组织，逐步与全球国际贸易接轨，鲁山万通通机械顺应时代发展，努力开拓市场，力争在全球粮食初、精、深加工设备国际贸易中占有一席之地。时至今日，简单而原始的外贸模式已经远远不能供给国际市场的需求。万通通机械在扩大和优化外贸部的同时，从总代理渠道入手，在国际范围内寻求有实力的代理经销商，在扩大公司产品市场占有率的同时，实现公司和经销商的双赢。

公司以优质的产品、高新的技术为根本，本着真诚、互利的原则与国际范围内的广大经销商在各自区域内建立良好而稳固的业务关系。在扩大万通通机械系列产品国际市场份额的同时，稳固和提升万通通机械的国际品牌。

China Lushan Win Tone Machinery Manufacture Co., Ltd. specializing in finish and deeply machining of grains, takes optimization of grain industry chain as the goal; regards the production quality as fundamental since 1995 when it was established, creates the famous brand all over China on the base of continuous technical innovation, and has the high-quality service, superior skill, advanced science and technology.

In the 21st century，China gradually blends with the international trade globally after joining WTO; In order to comply with the times development, Lushan Win Tone Machinery works hard to catch the market, struggles for occupying one space on the international trading field of grain processing machinery. Today, the simple and original international trading style cannot match the demand on the international market. Win Tone Machinery is looking for the powerful distributers all over the world based on the way of general agency while we are expanding and optimizing overseas Dept to achieve the Win-Win between us and distributers at the same time to expand the marketing rate of our products.

As a fundamental of excellent products and advanced technology, Win Tone Machinery builds the favorable and stable business relationship with numerous distributers in their own area at the principle of sincere and mutual benefit. Steadying and improving “Win Tone” brand as well as expanding the market rate of our series products!

甲方：鲁山县万通通机械制造有限公司

乙方：

**Principal**: China LuShan Win Tone Machinery Manufacture Co., Ltd.

**Agency**:

**1.0 合同定义 Contract definition**

1.1代理产品： Target product

 1.1.1

|  |
| --- |
| LOGO副本.pngProjects Item代理工程经营项目 |
| **Item** | **Name** | **名称** |
| **I .Corn Processing Project** | **系列玉米成套工艺** |
| 1 | Dry Process Corn Flour Making Line | 全干法玉米制粉工艺 |
| 2 | Dry Process Corn Kernal Making Line | 全干法玉米制仁工艺 |
| 3 | Dry Process Corn Grits & Flour Making Technology | 全干法玉米制糁、制粉工艺 |
| 4 | Half-Dry Process Corn Germ Extraction & Flour Making Technology | 半干法玉米提胚、制粉工艺 |
| 5 | Half-Dry Process Corn Germ Extraction & Grits & Flour Making Technology | 半干法玉米提胚、制糁、制粉工艺 |
| 6 | Half-Dry Process Corn Germ Extraction Technology(For Alcohol Plant&Feed plant ) | 半干法酒精厂、饲料厂提胚 |
| 7 | Half-Dry Process Corn Germ Extraction & Grits Making Technology | 半干法啤酒厂提胚、制糁工艺 |
| 8 | Corn High Strenth Flour Making Technology | 玉米高筋粉工艺 |
| 9 | Artificial Rice Making Technology (Using Corn Flour) | 玉米珍珠米工艺 |
| 10 | Noodle Making Technology (Using Corn Flour) | 玉米方便面工艺 |
| 11 | Low Fat Corn Flour Making Technology | 果葡糖浆专用低脂玉米粉工艺 |
| 12 | < 50 Ton/day Half-Dry Process Corn Germ Extraction Technology | 50吨以下半干法玉米提胚工艺 |
| 13 | < 50 Ton/day Full Dry Process Corn Germ Extraction Technology | 50吨以下全干法玉米提胚工艺 |
| 14 | Half-Dry Process Corn Flour Making Technology | 半干法玉米制粉工艺 |
| **II .Coarse Grains Processing Project** | **粗粮加工项目工艺** |
| 1 | Beans Selecting Technology | 豆类精选工艺 |
| 2 | Full Dry Process Beans Peeling & Kernal Making Technology | 全干法豆类脱皮制仁工艺 |
| 3 | Full Dry Process Beans Peeling & Flour Making Technology | 全干法豆类脱皮制粉工艺 |
| 4 | Artificial Rice & Flour Line (Sweet Buckwheat As Raw Material) | 甜荞麦制米、制粉工艺 |
| 5 | Sorghum、Mellet Processing Technology | 高粱制米、小米加工工艺 |
| 6 | Job’s tears Processing Technology | 薏米加工工艺 |
| 7 | Barley Processing Technology | 大麦加工工艺 |
| 8 | High Land Barley Processing Technology | 青稞加工工艺 |
| 9 | Oat Processing Technology | 燕麦米、燕麦粉工艺 |
| 10 | Sesame Cleaning & Peeling Technology | 芝麻清理脱皮工艺 |
| 11 | Wheat Flour Processing Technology | 小麦全谷物制粉工艺 |
| 12 | Coarse Grains Flour Processing Technology | 粗粮全谷物制粉工艺 |
| **III . Functional Healthy Food & Drink** | **系列功能性保健食品、饮品** |
| 1 | Coarse Grains Healthy Flour Technology | 全谷杂粮养生粉工艺 |
| 2 | Breakfast Corn Flaking Technology | 早餐玉米片工艺 |
| 3 | Oat Flaking Technology | 营养燕麦片工艺 |
| 4 | Noodel Making Technology | 全谷物面食工艺 |
| 5 | Atificial Rice Technology | 米伴侣食品工艺 |
| 6 | Bitter Buckwheat(without shell) Tea Technology | 苦荞茶加工工艺 |
| 7 | Bitter Buckwheat(with shell) Tea Technology | 全株苦荞茶工艺 |
| 8 | Corn、Germ Snack Food Technology | 玉米、胚芽休闲食品工艺 |
| 9 | Coarse Grains Snack Food Technology | 杂粮全谷物休闲食品工艺 |
| 10 | Grains Stone Milling Technology | 麦饭石石磨制粉工艺 |
| **IV . Functional Food Biological Fermentation Project** | **系列功能性食品生物发酵成套工艺** |
| 1 | Corn Germ Oil Pressing & Refinery Technology | 玉米胚芽压榨、精炼工艺 |
| 2 | Corn Germ Pressing、Extraction & Refinery Technology | 玉米胚芽预榨浸出、精炼工艺 |
| 3 | Edible Oil Processing Technology | 特种杂粮油料提取精炼工艺 |
| 4 | Rice Bran Oil Pressing & Refinery Technology  | 米糠油压榨、精炼工艺 |
| 5 | Corn Coarse Grains Drink Technology | 玉米杂粮饮料工艺 |
| 6 | Corn Starch Technology | 玉米淀粉工艺 |
| 7 | Photato Starch Technology | 薯类淀粉工艺 |
| 8 | Coarse Grains Starch Technology | 杂粮淀粉工艺 |
| 9 | Malt Syrup Technology | 麦芽糖浆生产工艺 |
| 10 | F42 Fryctose Syrup Technology (HFCS) | F42果葡糖浆生产工艺 |
| 11 | Maltodextrin Technology | 麦芽糊精生产工艺 |
| 12 | F55 Fryctose Syrup Technology (HFCS) | F55果葡糖浆生产工艺 |
| 13 | Malt Syrup Technology(Corn Flour As Raw Material) | 以低脂玉米粉生产麦芽糖浆生产工艺 |
| 14 | Fryctose Syrup Technology(Corn Flour As Raw Material) | 以低脂玉米粉生产葡麦糖浆生产工艺 |
| 15 | Wheat Germ Protein Extraction Technology | 小麦胚芽蛋白提取工艺 |
| 16 | Alcohol Technology(Corn As Raw Material) | 玉米做酒精工艺 |
| 17 | Ethanol Gasoline Technology (Corn As Raw Material) | 玉米做乙醇汽油工艺 |
| 18 | Crystallization Sugar Technology (Corn Flour As Raw Material) | 玉米粉做结晶糖工艺 |
|  **Ⅴ. Wheat Milling Project**  | **小麦加工工艺** |
|  **Ⅵ. Rice Milling Project**  | **大米加工工艺** |

**1.1.2**

|  |
| --- |
| Machine Item代理单机项目 |
|  序号 | 名称 description  |
| 1 | 玉米脱皮制糁机组 | maize hulling and grits milling machine |
| 2 | 多功能米面机 | multifunctional flour milling machine |
| 3 | 玉米精脱机 | fine maize huller |
| 4 | 玉米脱皮抛光机双体 | twin maize huller and polisher |
| 5 | 豆类无破碎抛光机 | no broken bean polisher |
| 6 | 高粱砂辊碾米机 |   sorghum emery roll mill |
| 7 | 高粱铁辊碾白机 |   sorghum iron roll whitener |
| 8 | 小米砂辊碾米机 |  millet emery roll mill |
| 9 | 小米铁辊碾米抛光机 |   millet iron roll polisher |
| 10 | 荞麦薏米脱壳机 | buckwheat and coix seed huller |
| 11 | 豆类精脱机 | fine bean huller |
| 12 | 薏米碾白机 |   coix seed whitener |
| 13 | 荞麦、薏仁脱壳机 | buckwheat and coix seed huller |
| 14 | 悬浮筛 | suspension sifter |
| 15 | 杂粮、珍珠米 |  coarse cereal, pearl rice |
| 16 | 直线自衡运动筛 |  linear self-balancing screen |
| 17 | 玉米搓揉脱胚机 | maize rubbing degerminator |
| 18 | 杂粮面条机 | coarse cereal noodles machine |
| 19 | 霉变玉米搓揉抛光机 | mildew maize rubbing polisher |
| 20 | 玉米强力搓揉刷光机 | intensive maize rubbing brush machine |
| 21 | 小麦去皮机 |   wheat huller |
| 22 | 大麦脱壳机 |  barley sheller |
| 23 | 青稞脱皮机 |   highland barley huller |
| 24 | 玉米精选机 | maize selector |
| 25 | 卧式玉米脱胚机 |   horizontal maize degerminator |
| 26 | 刷粉机 | brush machine |
| 27 | 防破碎提升机 |   broken prevention bucket elevator |
| 28 | 中速斗式提升机 |  medium speed bucket elevator |
| 29 | 关风器 |  air lock |
| 30 | 玉米粗粮组合机组 | maize and coarse cereal combination machine |
| 31 | 清理去石组合机 |   cleaning and destoning combination machine |
| 32 | 脱皮抛光组合机 | hulling and polishing combination machine |
| 33 | 四分离精糁机 | 4 size separated fine maize grits machine |
| 34 | 水冷粗粮全谷物微粉机 | water cooling coarse cereal micron mill |
| 35 | 封闭双仓 |   enclosed double chambers |
| 36 | 封闭单仓 |  enclosed single chamber |
| 37 | 去石机 |  destoner |
| 38 | 振动筛 | vibration screen |
| 39 | 去石机 |  destoner |
| 40 | 各种预制流管、风网 |   precast chutes and aspirators |
| 41 | 组合移动清理精选机 | movable cleaning selector |
| 42 | 真空冷凝器 | vacuum condensor |
| 43 | 糖化罐 |  saccharification tank |
| 44 | 脱色罐 | decoloration tank |
| 45 | 成品储罐 |  storage tank for finished products |
| 46 | 单效蒸发器 |  single effect evaporator |

1.2注册商标： 华豫万通。

Registered Brand：HuaYu Win Tone

1.3产品代理权限：系指\_\_\_\_\_\_\_ \_\_国/地区。

Exclusive agent permissions：（Nation Name）

**2. 委任及法律关系** Appointment and Legal Relation

2.1 委任：在本合同有效期内，甲方委任乙方作为其代理，以便在本国获致“产品”订单。乙方愿意接受并承担此项委托。

2.2 法律关系：本合同给予乙方的权利和义务只限于给予 代理的权利和权力，本合同不产生其它任何关系，或给予乙方以代表甲方或使甲方受其它任何合同约束的任何权利，特别是，本合同并不构成或委派乙方为甲方的代表，雇员或合伙人。双方明确和理解并同意，在任何情况下，乙方可能遭受的任何损失，不论部分或全部，甲方均不承担责任。

2.1 Appointment ： Principal appoint agency as the exclusive distributer during the validity of contract, ensure to obtain orders about target products in（nation name）; Agency is willing to accept and undertake the appointment.

2.2 Legal Relation： This contract entitles only the right and power of general agency, it doesn’t generate any other derivative relationships, or vests the right to be as representative of principal, or make principal be constrained by other contract, Specifically, this contract doesn’t make it up or appoint that regard agency as the representative 、employee or partner of principal. Both side confirm and agree that situations, in any case, principal will be not liable for the loss of agency.

## 3. 甲方责任Responsibility of Principal

3.1质量保障：Quality Guarantee

甲方对营销至 区域内的所有设备的技术和质量负全责，并根据合同的具体要求提供相应的服务。

Principal takes full responsibility for the machines sold to , on quality and technology and provide service according to contract.

3.1.1配件保障Spare parts guarantee：

甲方所营销的设备均含有三年的配件，以保证客户的正常的使用。同时工厂免费赠送一年的配件给代理商，营销价格由代理商决定。

All the machines the principle sent include spare parts for 3 years to ensure customers can use them properly. Meanwhile, the principle provide agent 1 year’s spare parts for free, agent has the right to decide the price of the spare parts

 3.1.2售后服务After Sales Service：

 对于保修期内设备出现的问题，由甲方免费提供设备主机维护和技术服务。 对于超过保修期的设备，甲方提供有偿的设备维护和技术服务。

甲方有义务定期对已经购买设备的客户做电话回访或实地回访，针对客户反映的问题，甲方有义务提出解决方案。

 During the guarantee period, if the main body defective as the bad quality without any workers wrong operation,  Lushan Win Tone Machinery Manufacture Co., Ltd should maintain and fix the main part for free. Beyond the guarantee period, the principle should be paid for the maintenance . Principle has the duty to call or visit customers for feedback on the installed machines, give solutions for the problems the customers summit.

3.2费用承担Expenditure：

3.2.1展会费用：Fees on Exhibition:

由甲方自行组织的展会，展会的全部费用由甲方承担；由乙方组织的展会，甲方参与，展会费用由双方平均承担。

For exhibitions organized by Principal shall organize the, all fees shall be borne by Principal; For exhibitions organized by Agency, which Principal participates in, expenses  shall be

borne by both parties on average.

3.2.2 拜访客户的费用：Fees on customer visit:

如乙方自行拜访客户所产生的费用由乙方承担，如甲乙双方共同拜访客户所产生的费用由双方各自承担。乙方在营销过程中，**如产生额外的公关费用**，甲方有义务承担该费用的一部分，同时乙方有义务提供相应说明资料。

Agencyshall bear the fees that produced by their own visit. If visited by Principal and Agencytogether, the expenses shall be borne by each side. In the marketing process of Party B, if there is extra cost of public relations, Principal has the obligation to assume part of the cost. At the same time, Agencyis obliged to provide the corresponding explanation information.

3.2.3广告费用：Fees on Advertisement:

如乙方在当地对所代理产品进行媒体宣传推广，所产生的费用，甲方有义务承担所产生费用的50%。

甲方不定期免费向乙方提供一定数量的产品宣传册、墙体宣传写真、成品样品等相关资料。

If Agencypromotes the agent products on media locally, Principal has the obligation to undertake 50% of the cost.
Principal will provide Agencywith a certain number of product brochures, wall propaganda pictorial, finished product samples and related information for free on irregular basis.

3.3产品定价Product pricing:：

 甲方决定并负责营销至 客户的所有设备的设计、方案、价格和付款方式，并及时提供给乙方，以便于乙方与客户沟通。

Principal determines and takes charge of the design, plan, price and payment terms of all the products sold to client and timely supplies to Agency for negotiation with clients.

3.4 技术支持： Technology Support

 甲方全面负责乙方在营销过程中的技术支持工作。如乙方在营销过程中需要实地提供技术支持，甲方有义务派遣若干技术人员提供相应的技术支持。

Principal will be entirely responsible for Agencyin the technical support in the process of marketing.

 If Agency needs to provide the technical support in the process of marketing, Principal has the obligation

 to sending a number of technicians to provide the corresponding technical support.

3.5 营销支持：Marketing Support:

 甲方有义务指定一名营销人员全面支持乙方的营销工作，在乙方营销开展过程中如需提供营销支持，甲方有义务派遣若干营销人员提供相应的营销支持。

 甲方鼓励乙方陪同代理区域内的客户参观考察甲方工厂和生产线，如客户成交，甲方有义务承担乙方往返中国的机票；如未成交，甲方有义务承担乙方往返中国机票的50%。

 Principal has the obligation to specify a sales personnel to fully support the marketing work of party B.

If Agencyneed to provide the technical support in the process of marketing, Principalhas the obligation to send a number of marketing personnel to provide the corresponding support.

Principal encourages Party B to accompany clients in the agency region to visit Party A’s factories and

processing lines. If it concludes a deal, Principal is responsible for round trip fight tickets for Party B;

if not,  Principal is responsible for 50% of the tickets.

3.6 培训交流： Training and Communication

 甲方有义务定期对乙方提供产品、技术和营销培训，甲方全部承担乙方参加培训所产生的费用。

 Principal has the obligation to Agency on a regular basis to provide products, technology and Marketing

 training, Principal affort all expenses incurred in training.

3.7 客户资源安全：Customer Resource Security

甲方须在本代理合同签订后三个工作日内，将乙方代理区域内的现有客户信息转交给乙方。自合同签订之日起，甲方有义务将在乙方代理区域获得的客户信息转交给乙方。甲方不得将乙方代理区域内的客户信息转交给第三方。

In three days after contract signed,Principal has to offer all the customer information to Agency which belongs to his area.Principalcannot offer the customer information to third party which belongs to agency area.

3.8 媒介推广： Promotion by Media

甲方有义务对乙方代理区域进行全面媒介推广。

Principal assumes the obligation of promoting in agency’s area.

**4.乙方权利和责任 Responsibility and Rights of Agency**

4.1 营销Promotion：

 乙方有义务在代理区域内开展产品的宣传推广，并承担相应的费用。

The Agent can advertise the products in his country by himself, and take the expense and risk come from advertisements.

4.2 禁止竞争Prohibit Competition：

 乙方不得代理、制造、购买、协助推销与本合同“产品”相同或类似的其他品牌的产品，如将本合同内“产品”转销其他国家和地区时，需经甲方书面同意。如违反，其代理资格立即撤销，并承担甲方相应的损失。

Unless get Principals’ formal agreement, the Agent can not make, purchase, get orders, or promote the similar product or the product of our competitors, when the Agent needs to sale the product to other country or region, a form agreement from Principal is a must.

4.3 最低营销额和保证金 Minimum sale and bond ：

 在本合同有效期间的第一个十二个月内，乙方从“该区域”客户获得的“产品”订单，总金额应不少于 美元。

 In the first 12 month of the contract valid date, Agent need get orders from the region, no less than \_\_\_ amount in total. And 10% increasing in followed 12 months

总代理在签订合同后必须在三个工作日内开具金额为总销售额的5%保函。此款项未保证金，如乙方完成年销售额，该款项解冻。如未完成，该款项作为罚款归甲方所有。

The sole agency must open Letter of Credit, 5% of annual order, in 3 working days when sign contract. The 5% is the bond , it comes to Agency’s account of Agency meet target, if not , the money comes to the principal.

4.4 费用Expenses：

 在本合同有效期内，乙方应承担在“该区域”推销和获取“产品”订单的费用，请参照本合同3.2条款的规定。

In the valid date of this contract, Agent afford all the expenses to get orders or business in indicated region as 3.2 term of contract, such as telegram charge, travel expenses and any other charges if incurred.

4.5售后服务: After-sale Service:

 乙方必须负责该区域内所有客户售后问题的反馈工作。同时乙方可营销甲方提供的配件，其营销价格由乙方决定。

the agency must take responsibility for taking over all problems of after-sale service from customers in his country to principle. At the same time, Agency can sell factory’s spare parts independently, and make the price.

4.6 考核管控：Assessment and Management:

 乙方有义务遵守甲方的定期考评和管理与控制。

The agency has the duty to obey assessment and management form principle.

4.7 督促履约Supervise and implementation:：

 乙方应督促买方严格按照营销确认书或合同的各项条款履约，例如及时开立信用证等等。

The Agent should be strictly supervise and urge the clients to confirm the sale contract or follow the terms of contract, e.g. open L/C or settle advance payment.

4.8市场调查Marketing development express：

 乙方应负责每月（或每季）向甲方提供书面的有关“产品”的市场调查，包括市场上同类产品的营销情况、价格、包装、推销方式、广告资料、客户的反应和意见等。如市场情况发生重大变化时，乙方应及时通知甲方。

The Agent should submit formal marketing report of the product from same industry to the Principal, the report should include sales status, price, packing, promotions, advertisement material, terminal customer’s feedback and comments, etc. When there is a significant change in the marketing, The Agent should notify The Principal immediately, e.g. by telegram, fax, etc.

4.9 客户信息安全Customers’ Information Safety:：

 乙方必须保障其在本国境内获取的与代理产品相关的所有客户信息的安全，不得以任何理由透露给第三方。如违反，其代理资格立即撤销，并承担甲方相应的损失。

Agency must guarantee the safety of his country’s customers, who is the potential buyer of factory’s equipments. The Agency must be revoked if he divulge the information to the third party, no matter with any reason, and bear the loss of factory.

## 5. Beneficiary of Agent 代理利益

5.1 佣金 Commission:

5.1.1客户是由乙方通过自身宣传和关系得到，并确定不是通过甲方的渠道获得的客户时，乙方可获取该客户成交额的 %;

When the customer gained by Agency’s advertisement and it is clear by both that it is Agency’s customer, the agency can get \_\_\_% commission.

5.1.2 乙方通过甲方渠道获得的客户时，乙方可获取该客户成交额的 %;

 When the customer gained by Factory’s information, and it is clear by both, the agency can get \_\_\_% commission.

5.2 佣金支付时间和方式：Commission payment and Time :

信用证：当收到客户的不可撤销信用证时，工厂应按照其金额支付相应的佣金，以美元核算。

The factory should pay the commission by USD according the contract or L/C to Agency, when receive the revocable L/C.

T/T 付款：甲方根据客户付款额，按付款比例支付乙方相应佣金。

The principle should pay the commission to agency according the time of T/T payment of customer.

And all the money is US Dollar.

**6.合同有效期**The validity of the contract

 本合同有效期为一年，期满自动失效。如双方同意延续本合同，任何一方应在期满三十天前用书面通知对方以便相互确认。

The contract is valid for one years, and will be automatic avoidance by the expiration. Any party of the contract want to renew the contract, he should notify the other party formally by xxx days in advance for confirmation.

**7.合同终止**Expiration of contract

7.1终止：合同双方应认真负责地执行各项条款。在下列条件下，每一方得以书面通知另一方立即终止本合同或取消其中某一部分：

（1）如一方未能履行本合同的任何一项义务，而此项违约在接到另一方书面要求纠正的通知后\_\_\_\_\_\_天内又未能加以纠正；

（2）如一方自动或被迫申请宣告破产，自动或被迫申请改组、清理、解散、或对该方指定了产业管理人；

（3）如发生违反本合同第4.8、第8条有关商标使用或注册的情况；

（4）如发生本合同第9条不可抗力事由，一方在超过\_\_\_\_\_\_\_\_\_天期限后仍无法履行其义务时。

7.2终止的影响：本合同的终止并不解除双方按照本合同规定业已产生但未了结的任何债务。凡在合同终止前由于一方违约致使另一方遭受的损失，另一方仍有权提出索赔，不应受终止本合同的影响。

乙方特此声明：由于终止本合同而引起的损害，乙方放弃要求补偿或索赔，但终止本合同前甲方应付乙方的应得佣金仍应照付。

7.1 Termination: Both party of the contract should obey the terms of the contract. Any of the party need notify the other party formally to terminate or cancel some of the terms in the contract, under below circumstance:

1. If anyone part cannot perform any one obligation in this contract, and did not correct it within days after receive the other one part’s documentary requirements to correct about the breaches of contract.
2. If anyone part apply for declare bankrupt forwardly or under compulsion, ask for reorganize, check up, dismiss or design industrial management forwardly or under compulsion.
3. The situation of violation of the item 8 of this contract about the use or register of brand.
4. If vis major reason like item 9 in the contract, one part still cannot perform it’s obligation over days.

7.2 Influence of termination: The termination of this contract cannot get rid of any debt which engendered according to the contract but still not finished. Any part suffered losses caused by the other part before the termination of the contract, the part still have rights to file a claim, it is not influence by the termination of the contract.

The agent hereby declare: The damage caused by termination of the contract, agent part give up claim for compensation or claim indemnity. But the principal should still pay agent the commission engendered before the termination of the contract.

**8.技术保密及商标保护**Technical security and brand protection

 甲方目前拥有的技术和使用的商标、图案、及其他标记，均属甲方产权，未经甲方以书面同意，乙方均不得直接或间接地、全部或部分地使用甲方技术自行生产制造或转让给其他部门和国家。

甲方如发现乙方有上述侵权行为，甲方即可对乙方要求索赔并终止乙方在该国的代理权。

The technology, use of brand, pattern and other signs which used by principal are all belong to principal’s property right, without principal’s consent in writing, the agent cannot use the technology to produce by themselves or transfer the possession to other department and countries directly or indirectly, overall or partly.

If the principal caught agent’s infringement act like above, could claim for compensation to agent and terminate agent’s authority of agency in the country.

**9.人力及不可抗力**Human and force majeure

 任何一方由于人力不可抗拒事由，以致直接或间接地造成任何迟延或无法履行本合同全部或部分条款时，另一方不得提出索赔要求。此类事由包括：水灾、火灾、风灾、地震、海啸、雷击、疫病、战争、封锁、禁运、扣押、战争威胁、制裁、骚动、电力控制、禁止进口或出口、或其它非当事人所能控制的类似原因、或双方同意的其它特殊原因。

 有关一方应在事故发生后\_\_\_\_\_\_\_\_\_天内以书面通知另一方，并提供当地有关机构的证明文件，证明不可抗力事故的存在。

Because of human and force majeure, directly or indirectly caused one part can not perform all or part of the contract, the other part cannot file a claim. The human and force majeure includes: flood, fire, wind damage, earthquake, seaquake, thunder-strike, pestilence, war, blockade, embargo, distrain, the threat of war, sanction, disturbance, electrical control, imports and exports prohibit or some other similar reasons which out of interested parties control, or some other special reasons which agreed by the two parts.

The concerned part should notice the other part in writing within days after the accident, offer local related organization’ documentary evidence to prove the force majeure’ exists.

**10.争议仲裁**Dispute arbitration

 凡有关合同或执行本合同而发生的一切争执，双方应通过友好协商解决。如协商不能解决，双方同意提交中国国际经济贸易仲裁委员会按该会的仲裁规则进行仲裁。仲裁裁决是终局的，对双方都有约束力。任何一方不得再以诉讼或其他方式向法院或其它机构申请变更。仲裁费用由败诉一方负担，仲裁裁决另有规定者按照规定办理。

All the dispute about the contract or execute the contract should be solved negotiated settlement friendly by the two parts. If the consult cannot solve the problems, both parts agree to submit the problems to China international economic and trade arbitration commission for arbitral settlement, the arbitration should be arbitrated according to the arbitration rules. The arbitral decision is definitive, binding on both parties. Any part cannot apply changes to the court or other institution by lawsuit or other ways. The part losing in the lawsuit should be in charge of the arbitration fees, if special requirement in the decision, should according to the requirement carry out.

**11.合同转让**Assignment of contract

 要合同任何一方在未经征得另一方书面同意之前，不得将本合同规定的任何权利和义务转让给第三者。任何转让，未经另一方书面明确同意，均属无效。

Any part in the contract cannot transfer any rights and obligations in the contract to the third party before informed the other part’ consent. Any transfer is invalid without the other party’s explicit consent in writing.

**12.合同生效及其他**Contract comes into force and other

12.1生效日期：本合同自双方签字之日起立即生效。

12.2政府贸易：本合同不适用于双方政府之间的贸易或甲方与乙方政府之间达成的交易，亦不适用于易货贸易或投标交易。

12.3全部合同：本合同系双方关于本合同主题的全部合同和谅解。除本合同有明文规定者外，以前其它有关本合同主题的任何条件，声明或保证，不论是以书面或口头提出的，对双方都无约束力。

12.4正式文本：本合同及附件以中文和英文缮就，每种文本有二正二副，签署后双方各执正副本各一份，两种文本具有同等效力。

12.5未尽事宜：本合同如有未尽事宜须加补充或修改时，应以书面提出并经双方正式授权的代表签署后方能生效。

12.1 Effective date: the contract became effective dated both parties signed.

12.2 Government trade: this contract not applicable to the trade of both side’ government, or the principal and the government of agent’s trade, also it is not applicable to barter trade or bidding transaction.

12.3 The whole contract: this contract is the whole contract and understands between two sides about the contract theme. Except expressly provide from this contract, any terms, statement or guarantee, no matter in written or oral have no constrain force to both sides.

12.4 Official copy: the contract and attachments are finished in Chinese and English, each text have two original and two copies, after signing both sides have one original and one copy, the two kinds of texts are with equal authenticity.

12.5 Outstanding issues: if the contract matters not be complemented or amended, should be made in writing and signed by the duly authorized representatives of the two parties hereto shall come into force only after.

甲方（盖章）：\_\_\_\_\_\_\_\_\_ 乙方（盖章）：\_\_\_\_\_\_\_\_\_

代表（签字）：\_\_\_\_\_\_\_\_\_ 代表（签字）：\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_年\_\_\_\_月\_\_\_\_日 \_\_\_\_\_\_\_\_\_年\_\_\_\_月\_\_\_\_日

签订地点：\_\_\_\_\_\_\_\_\_\_\_\_\_ 签订地点：\_\_\_\_\_\_\_\_\_\_\_\_\_