

独家代理合同样本商务中英文对照 PDF转换可能丢失图片或格式，建议阅读原文

https://www.100test.com/kao_ti2020/151/2021_2022__E7_8B_AC_E5_AE_B6_E4_BB_A3_E7_c85_151391.htm 本协议于2004年5

月20日在中国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 September 20
, 1992 in Qingdao , China on the basis of 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

: 青岛**公司 地址：中国青岛瞿塘峡路25号 电话：(0532

) ****832 传真：(0532) ****415 Party A : Qingdao Hongda

Industrial Co. , Ltd. Add : 25 Qutangxia Road , Qingdao ,

China Tel : (0532) ****832 Fax : (0532) ****415 乙方：华

兴贸易私人有限公司 地址：新加坡滑铁卢街126号 (0718)

电话：3366436 传真：3397862 Party B : Huaxing Trading

Company (Pte) Ltd. Add : 126 Waterloo Street , Singapore

0718 Tel : 336 6436 Fax : 3397862 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

stipulated in Article 4 , and Party B accepts and assumes such

appointment. 3、代理商品 Commodity "金鱼"牌洗衣机。

"Golden Fish" Brand Washing Machines 4. 代理区域 Territory 仅限

于新加坡 In Singapore only 5、最低业务量 Minimum turnover

乙方同意，在本协议有效期内从上述代理区域内的顾客处招揽的上述商品的订单价值不低于10万美元。 Party B shall undertake to solicit orders for the above commodity from customers in the above territory during the effective period of this agreement for not less than USD 100 , 000 , 00.

6、价格与支付 Price and Payment 每一笔交易的货物价格应由乙方与买主通过谈判确定，并须经甲方最后确认。付款使用保兑的、不可撤销的信用证，由买方开出，以甲方为受益人。信用证须在装运日期前15天到达甲方。 The price for each individual transaction shall be fixed through negotiations between Party B and the buyer , and subject to Party As final confirmation. Payment shall be made by confirmed , irrevocable L/C opened by the buyer in favor of Party A , which shall reach Parth A 15 days before the date of 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新加坡顾客销售或出口第三条所列商品，乙方不得在新加坡经销、分销或促销与上述商品相竞争或类似的产品，也不得招揽或接受以到新加坡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新加坡其他商家的有关代理产品的询价或订单转交给乙方。 In consideration of the exclusive rights granted herein , Party A shall not , directly or indirectly , sell or export the commodity stipulated in Article 4 to customers in Singapore through channels other than Party B ; Party B shall not sell , distribute or promote the sales of any products competitive with or similar to the above commodity in Singapore and shall not solicit or accept orders for the purpose of selling them outside

Singapore. Party A shall refer to Party B any enquiries or orders for the commodity in question received by Party A from other firms in Singapore 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 sales of the commodity covered by this agreement , local market tendency and the buyers comments on quality , packing , price , etc. of the goods supplied by Party A under this agreement. Party B shall also supply 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在新加坡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的声像资料，供甲方事先核准。 Party A shall bear all expenses for advertising and publicity in connection with the commodity in question in Singapore within the validity of this agreement , and shall submit to Party A all audio and video materials intended for advertising for prior approval.

10、佣金 Commission 对乙方直接获取并经甲方确认接受的订单，甲方按净发票售价向乙方支付5%的佣金。

佣金在甲方收到每笔订单的全部货款后才会支付。 Party A shall pay Party B a commission of 5% on the net invoiced selling price on all orders directly obtained by Party B and accepted by party A. No commission shall be paid until Party A receives the full payment for each order.

11. 政府部门间的交易 Transactions Between Governmental Bodies 在甲、乙双方政府部门之间达成的交易不受本协议条款的限制，此类交易的金额也不应计入第五条规定的最低业务量。 Transactions concluded between governmental bodies of Party A and Party B shall not be restricted by the terms and conditions of this agreement , nor shall the amount of such transactions be counted as part of the turnover stipulated in Article 5.

12. 工业产权 Industrial Property Rights 在本协议有效期内，为销售有关洗衣机，乙方可以使用甲方拥有的商标，并承认使用于或包含于洗衣机中的任何专利商标、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 trade-marks owned by Party A for the sale of the Washing Machines covered herein within the validity of this agreement , and shall acknowledge that all patents , trademarks , copy rights or any other industrial property rights used or embodied in the Washing Machines 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.

13. 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1年，从1992年10月1日至1993年9月30日。除非作出相反通知，本协议期满后延长12个月。 This agreement , when

duly signed by the both parties concerned , shall remain if force for 12 months from October 1 , 1992 to September 30 , 1993 , and it shall be extended for another 12 months upon expiration unless notice in writing is given to the contrary. 14. 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 , if either of the two parties is found to have violated the

stipulations herein , the other party has the right to terminate this agreement. 15. 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 , 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 days after its occurrence. 16. 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 (北京) , 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 (Beijing) and the rules of this Commission shall be applied. The award of the arbitration shall be final and binding upon both parties. 甲方：青岛**公司 乙方：华兴贸易私人有限公司 Party A : Qingdao Hongda Industrial Co. , Ltd Party B : Huaxing Trading Company (Pte) Ltd. (签字) (签字) (Signature) (Signature) 100Test 下载频道开通 , 各类考试题目直接下载。详细请访问 www.100test.com