

Golden Motor Technology Co Ltd.

Dealer/Distributor Contract 2021-2022



Dealer/Distributor Contract

I.General

Golden Motor Technology Co. Ltd. (hereinafter referred to as Party A) and its distributors, dealers (hereinafter referred to as Party B) reached the following agreement regarding the supply and marketing of commodities.

II. The Co-operation

i. Party A appoints Party B as the distributor of its products in the region of

(In BLOCK letters)

ii. As the distributor of the region, Party B is designated by Party A to expand Party A's market share.

III. Regional Sales and Marketing Responsibility

i. Party B has to order minimum *10,000.00* USD worth of products from Party A during the first order to become a local dealer or distributor of Party A.

ii. Party B has to order minimum *30,000.00* USD worth of products, annually, from Party A to maintain dealership/distributorship with Party A.

iii. After an agreement is reached between Party A and Party B (i.e. after the acknowledgment of this Distributor Contract), Party A shall add Party B as a dealer on its website www.goldenmotor.com.

iv. Party A Provide a link to the website of Party B. Party B is liable to provide a back link of the website for Party A.

v. To become exclusive dealer for *E-Throne Power Wheelchair*, Party B is obliged to meet conditions as following:

(Exclusive Dealer Quota Allocation Table is attached on the last page)

v.a Party B's first single order has to meet 20% of the number of E-Throne Models specified in 1st Year Quota shown on quota allocation table to reserve 6 months exclusive dealer rights. Party B is obliged to order 50% of the number specified in 1st Year Quota to reserve 1st year exclusive dealer rights during 6 months period.

v.b Party B has to order total number of E-Throne Models specified in *1st Year Quota* shown on quota allocation table within one year time frame after sign up country level exclusive dealership agreement.

v.c Party B's order volume has to meet *2nd Year Quota* shown on quota allocation table within second contract year to renew country level exclusive dealership.

v.d If Party B is not capable to meet the target numbers as above, the exclusive dealership is expired at deadline.

IV. Deputy Principle

i. Party B may set up branch agents only with the prior consent of Party A.

V. Supply Days

i. Goods will be sent to the designated locations as agreed upon by Party A and Party B. In the absence of such designated locations, the goods will be considered supplied once they leave Party A's warehouse.

VI. Rights and Obligations of Party A

i. Party A is liable to provide technical support to help expand Party B's business scope.

ii. Party A has the rights to product marketing and pricing strategies as well as the rights to make the necessary adjustments only with Party B's consent.

iii. Party A may test Party B's region for sales target. If the sales target cannot be met, Party A can advance by written notice within <u>30</u> days to Party B to cancel individual areas or the whole of the designated region until the agreement is terminated.

iv. Party A shall offer guarantee for the supplying products. The guarantee period covers one years for the main components: Motor, Controller and Battery. Party A is liable to supply replacement for the defected products on Part A's cost.

VII. Rights and Obligations of Party B

i. Party B is allowed to do business in a designated time provided where it is within the framework of the region.

ii. Party B has the rights to obtain wholesale prices and is liable to pay for the fees incurred in the sales of the products including advertising, repairing and transportation.

iii. Party B is prohibited from engaging in low-cost competition or intentionally damaging the reputation of Party A. Party A has the right to and will immediately cancel this agreement if this term is breached.

iv. Party B shall strictly safeguard the interests and image of Party A during its sales.

VIII. Ordering, Payment and Shipping

i. Party B shall complete Party A's designated order form.

ii. Party B shall transfer funds to the designated bank account. Party A will deliver the goods only upon receiving the payment and payment certificate.

iii. Under normal circumstances, Party A shall deliver the goods within <u>30</u> working days.

iv. Party A shall follow the transportation method as stated in the order form.

v. Party B shall pay for extra cost if there are special provisions for transportation.

IX. Returned Products

i. The requirements of having products returned are limited to discrepancies in the goods orders. These requirements do encompass problems with the quality of the goods.

X. Contract Management

i. This contract shall be valid from _____ to____. (dd/mm/yy)

ii. According to this agreement, non-performance or non-compliance by Party B with regards to its obligations and duties shall bestow Party A with the right to immediately terminate this agreement.

iii. Both Party A and Party B shall have at least a copy of this contract.

XI. Contract Form

i. By signing this form, both parties agree to the above mentioned terms and conditions.

Party A: (Chapter)	Party B: (Chapter)		
Company Name:	Company Name:		
Golden Motor Technology Co., Ltd			
Role: Manufacturer/Supplier	Role:		
Tel: +86 519 81004118	Tel :		
Fax:	Fax:		
Office Address:	Office Address:		
Floor 14, R&D Hub 5, 18 Changwu Middle Road,			
Changzhou, Jiangsu, China 213164			
Legal representative: Yao Guohua	Legal representative:		
Date:	Date:		
Agent:	Agent:		
Company Stamp:	Company Stamp:		
Signature of Supervisor:	Signature of Supervisor:		

Date: ____

Date: ___

E-Throne Exclusive Dealer Quota Allocation

Country Allocated	1st Year Quota	2rd Year Target	Population (Million)	GDP per Capita(USD)
USA/CANADA	1000	2000	350	54597
France	250	500	64	44538
Spain	250	500	47	30278
Netherlands	250	500	16	51373
Australia	250	500	24	61219
Italy	250	500	62	35823
UK	250	500	62	45653
Germany	250	500	85	47590
Russia	250	500	144	12926
Japan	250	500	126	36332
Korea	250	500	50	28101
Turkey	250	500	76	10482
Denmark	100	200	6	60564
Czech	100	200	10	19563
India	100	200	1250	1627
Israel	100	200	8	36991
New Zealand	100	200	4	43837
Singapore	100	200	5	56319
Lithuania	100	200	3	16386
Iran	100	200	78	5183
Thailand	100	200	67	5445
Swiss	100	200	8	87475
Brazil	100	200	200	11604
Norway	100	200	5	97013
Malaysia	100	200	29	10804
Indonesia	100	200	250	3534
Poland	100	200	38	14379
Sweden	100	200	10	58491
Austria	100	200	9	51307
Finland	100	200	6	49497
Hungary	100	200	10	13881
Greece	100	200	10	21653
Colombia	100	200	47	8076
Mexico	100	200	118	10715
Chile	100	200	18	14477
South Africa	100	200	50	6483