



**GOLDEN MOTOR**

One-Stop Service Provider for Personal Electric Vehicles



**Dealers/Distributors**

Dealer Sign Up

# Dealer/Distributor Contract



2013 - 2014

# Golden Motor Technology Co Ltd.

# 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 (Wholesale price is attached)

- i. Party B has to order minimum **5,000.00** 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 **20,000.00** 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](http://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. **(Optional)** Party A Provide official website for Party B. Party B is liable to pay **1,000.00** USD to Party A annually for the website. This payment will be waived if the annual order amount exceeds the following amount: **100,000.00 USD**).

## 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 supply quality products to Party B at a fair and reasonable price, and to provide accurate information for purposes of product sales and marketing. Party A is also liable to provide this information for the purposes of planning of advertisements, presentations and marketing strategies.

- ii.** Party A is liable to cooperate with Party B to provide a service system. Party A is liable to also provide the necessary training and management support in order to facilitate Party B in carrying out its operations.
- iii.** Party A is liable to provide technical support to help expand Party B's business scope.
- iv.** Party A is liable to provide customer service support when needed.
- v.** 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.
- vi.** 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 30 days to Party B to cancel individual areas or the whole of the designated region until the agreement is terminated.
- vii.** 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.
- iii.** Party B is liable to pay for the fees incurred in the sales of the products including advertising, repairing and transportation.
- iv.** 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.
- v.** Party B shall strictly safeguard the interests and image of Party A during its sales.
- vi.** Party B has the rights to request from Party A, the provision of sales and technical support services as well as requesting Party A to advertise, promote and demonstrate the products in the regions.
- vii.** Party B's legal liability shall be independent from Party A.

## 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 30 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)

**Company Name:**

GoldenMotor Technology Co., Ltd

**Role:** Manufacturer/Supplier

**Tel1:** 86-519-82080666

**Tel1:** 86-519-82084158

**Fax:** 86-519-82077166

**Office Address:**

Block 8, Modern Industrial Center, 801 Changwu Middle Road,

Changzhou, Jiangsu, China 213164

**Legal representative:** Yao Guohua

**Date:** \_\_\_\_\_

**Agent:** \_\_\_\_\_

**Company Stamp:**

**Signature of Supervisor:**

\_\_\_\_\_

**Date:** \_\_\_\_\_

### Party B: (Chapter)

**Company Name:**

\_\_\_\_\_

**Role:** \_\_\_\_\_

**Tel 1:** \_\_\_\_\_

**Tel 2:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

**Office Address:**

\_\_\_\_\_

\_\_\_\_\_

**Legal representative:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Agent:** \_\_\_\_\_

**Company Stamp:**

**Signature of Supervisor:**

\_\_\_\_\_

**Date:** \_\_\_\_\_