



## 销售代理协议

# Sales Agency Agreement

Contract No: BTMDL20100816

Date : 2010-08-16

为在平等互利的基础上发展贸易，双方当事人按下列条件签订本协议：

This Agreement is entered into between the parties concerned on the basis of equality and mutual benefit to develop business on terms and conditions mutually agreed upon as follows:

### 1. 订约人

#### Contracting Parties

供货人：永嘉县百通阀门有限公司（以下称甲方）

Supplier: [YongjiaBaitongValveCo.,Ltd.](http://YongjiaBaitongValveCo.,Ltd.) ( hereinafter called "party A" )

地址(Address): He'er Industrial Zone, Oubei, Wenzhou, China

电话(Te): 008657767922133 传真(Fax): 008657767922132

电子邮箱(E-mail): [baitongvalve@gmail.com/sales@baitongvalve.com](mailto:baitongvalve@gmail.com/sales@baitongvalve.com)

销售代理人（以下称乙方）：

Agent: [Irsa Instrumentation Industry Eng Co.](http://IrsaInstrumentationIndustryEngCo.) ( hereinafter called "party B" )

地址(Address): Unit No. 1, First Floor, No. 113, West Of gisha Bridge, jalalAleAhmad Exp-Way, Tehran-Iran

电话(Tel): 00982188289846-7 传真(Fax): 00982188288049

电子邮箱(E-mail): [sales@irsa-iec.com](mailto:sales@irsa-iec.com)

### 2. 商品描述：阀门

Commodity: VALVE

### 3. 数量或金额

#### Quantity or Amount

双方约定，乙方在协议有效期内，销售不少于 20000 美元的商品。

It is mutually agreed that Party B shall undertake to sell not less than USD20,000 of the aforesaid commodity in the duration of this Agreement.

### 4. 经销地区

#### Territory

只限在 \_\_\_\_\_。

In Iran only.

### 5 佣金

#### Commission

在本协议期满时，甲方应按装运货物所收到的发票累计总金额付给乙方 5% 的佣金。

Upon the expiration of the Agreement, Party A shall pay to Party B 5% commission on the basis of the aggregate amount of the invoice value against the shipments effected.

#### 6. 其他费用

Other Expenses

除佣金外，其他费用一律由乙方自理。

Other expenses related outside China shall be bear by Party B.

#### 7. 协议有效期

Validity of Agreement

本协议经双方签字后生效，有效期为 365 天，自 2010年8月16日 至 2011年8月16日。

若一方希望延长本协议，则须在本协议期满前 1 个月书面通知另一方，经双方协商决定。

若协议一方未履行协议条款，另一方有权终止协议。

This Agreement, after its being signed by the parties concerned, shall remain in force for 365 days from 2010-08-16 to 2011-08-16. If either Party wishes to extend this Agreement, he shall notice, in writing, the other party one month prior to its expiration. The matter shall be decided by the agreement and by consent of the parties hereto. Should either party fail to implement the terms and conditions herein, the other party is entitled to terminate this Agreement.

#### 8. 其他条款

Other Terms & Conditions

(1) 甲方不得向经销地区其他买主供应本协议所规定的商品。如有询价，当转达给乙方洽办。若有买主希望从甲方直接订购，甲方可以供货，但甲方须将有关销售确认书副本寄给乙方，并按所达成交易的发票金额给予乙方 3% 的佣金。

**Party A shall not supply the contracted commodity to any other buyer ( s ) in the above mentioned territory. Direct enquiries, if any, will be referred to Party B.** However, should any other buyers wish to deal with Party A directly, Party A may do so. But party A shall send to Party B a copy of Sales Confirmation and give Party B 3% commission on the basis of the net invoice value of the transaction ( s ) concluded.

(2) 若乙方在 6 月内未能向甲方提供至少 3000美金 订货，甲方不承担本协议的义务。Should Party B fail to pass on his orders to Party A in a period of 6 months for a min. order value of USD3,000, Party A shall not bind himself to this Agreement.

本合同为中英文两种文本，两种文本具有同等效力。本合同一式 2 份。自双方签字 ( 盖章 ) 之日起生效。

#### 9. Delivery

The Products Delivery From Party A (Saler) To Party B (Buyer) Based On Incoterms Set On CPT Tehran , Otherwise Depends On The Conditions Of The Agreement.

This Contract is executed in two counterparts each in Chinese and English, each of which shall be deemed equally authentic. This Contract is in 2 copies effective since being signed/sealed by both parties.

Party A: Linda zhang(sales)

( Signature )



Party B: R. Ziaee (Sales Manager)

( Signature )

