



(SINO-AMERICAN) SHANGQIU RUIXIN ENVIRONMENTAL SPECIALTY EQUIPMENT  
MANUFACTURING CO., LTD.

Add: North 200m from Jiefang Xincun, Road Zhongzhou, Shangqiu City, Henan Province, China

Mobile: 0086 15978412005

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Website: <http://www.pyrolysisoil.net/>

## 代理协议

## AGENCY AGREEMENT

本协议系于 2012 年 10 月 10 日, 由当事人一方商丘瑞新环保设备制造有限公司按中国法律组建并存在的公司, 其主营业地在河南省商丘市梁园区中州路解放新村北 200 米路东 (以下简称卖方) 与他方当事人\_\_\_\_, 按\_\_\_\_ 国法律组建并存在的公司, 其主营业地在\_\_\_\_(以下简称代理商)所签订。双方在平等和互惠互利的基础上约定如下:

This Agreement is made and entered into effect between two parties on the basis of equality and mutual benefit between (SINO-AMERICAN) SHANGQIU RUIXIN ENVIRONMENTAL SPECIALTY EQUIPMENT MANUFACTURING CO., LTD. a corporation duly organized and existing under the laws of People's Republic of China, with its principal place of business at North 200m from Jiefang Xincun, Road Zhongzhou, Shangqiu City, Henan Province, China (hereinafter called Seller) and \_\_, a corporation duly organized and existing under the laws of Cameroon, with its principal of business at \_\_ Whereby it is mutually agreed as follows:

### 第一条 委任与接受

在本协议有效期内, 卖方指定代理商为本协议第四条项下商品的代理商, 在第三条所规定的区域内招揽顾客的订单。代理商同意并接受上述委任。

#### Article 1. Appointment

During the validity of this Agreement, Seller hereby appoints Agent as its agent to solicit orders for products stipulated in Article 4 from customers in the territory stipulated in Article 3 and Agent accepts and assumes such appointment.

### 第二条 代理商的义务

代理商应严格遵守卖方随时给予的任何指令, 而且不得代表卖方作出任何担保、承诺以及订立契约、合同或作其他对卖方有约束力的行为。对于代理商违反卖方指令或超出指令范围所用的一切作为或不作为, 卖方都将不承担任何责任。

#### Article 2. Agent's Duty

Agent shall strictly conform with all instructions given by Seller all the time and shall not make any warranty, promise, contract, agreement on behalf of Seller or do any other binding acts to Seller. Seller shall not be held responsible for any acts or failures caused by Agent in excess of or contrary to such instructions.

### 第三条 代理区域

本协议所指的代理区域是: \_\_\_\_\_

#### Article 3. Territory

\_\_\_\_\_

### 第四条 代理商品

微负压回转式热裂解设备, 油品净化设备, 炭黑再生设备和轮胎破碎设备 (以下简称商品)。

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#### Article 4. Products

Waste tire and waste rubber, plastic pyrolysis equipment; Crude oil, fuel oil, waste oil and lubricating oil Distillation equipment; Carbon black deep processing machine and tires crushing equipment. (hereinafter called products)

#### 第五条 最低代理额和价格

在本协议有效期内, 卖方通过代理商每年(12个月)从顾客处收到的货款总金额以 200000 美金为基数, 以后每年销售额要以 20% 的速度递增, 如果未达此目标则卖方有权提前 30 天书面通知代理商解除本协议。卖方应向代理商提供最低的价格表以及商品可以成交的条款、条件。

#### Article 5. Minimum Transaction and Price

During the validity of this Agreement (12 months), aggregate payment received by Agent from customers should not less than 200,000 USD every year and should keep an annual increasing rate of 20% basing on received payment year by year; or the Seller shall have the right to terminate this Agreement by giving written notice to Agent thirty (30) days in advance. The Seller shall always furnish the Agent with competitive prices and the acceptable terms and condition.

#### 第六条 订单的处理

在招揽订单时, 代理商应将卖方成交的条件、合同的一般条款充分通知顾客, 也应告知顾客任何合同的订立都须经卖方的确认。代理商应将其收到的订单立即转交给卖方, 以供卖方选择是否接受订单。卖方有权利拒绝履行或接受代理商所获得的订单或订单的一部分, 而代理商对于被拒绝的订单或其中的一部分, 无任何佣金请求权。

#### Article 6. Orders

In soliciting orders, Agent shall adequately advise customers of the general terms and conditions of Seller's sales note or contract note and of any contract being subject to the confirmation of acceptance by Seller. Agent shall immediately dispatch any order received to Seller for its acceptance or rejection.

The seller shall have the right to refuse to execute or accept any such order or any part thereof and the Agent shall not be entitled to any commission in respect of any such rejected order or part thereof refused.

#### 第七条 费用分担

除另有约定外, 所有的费用和支出, 如电讯费、差旅费以及其他有关商品销售的费用, 都应由代理商承担。除此以外, 代理商还应承担维持其办公处所、销售人员以及用于执行卖方中有关代理商的义务而发生的费用。

#### Article 7. Expenses

All expenses and disbursements such as cabling, traveling and other expenses incurred in connection with the sale of products shall be for the account of Agent. Further Agent shall, at his own expense, maintain offices, pay salesmen and other expenses caused.

#### 第八条 佣金

- 1、对于代理商自己开发的客户: 佣金比例根据客户的情况, 卖方给代理商提供佣金为设备价格的 10%)。
- 2、对于卖方提供给代理商的客户: 卖方支付代理商设备价格的 5% 佣金。(亦可根据客户情况协商)

#### Article 8. Commissions

1. For customers Agent provides: commission percentage is decided according to the customers' situation, the Seller shall provide 10% of the equipment prices as commissions.

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2. For customers Seller provides to Agent: Seller shall pay 5% of the equipment prices as commission to agent. (also could consult according to customers' situation)

### 第九条 商情报告

卖方和代理商都应对市场有明细的了解和把握，代理商至少每季度或在必要时提供设备的进口，销售区域分布变化情况，当地市场趋向，终端客户对设备质量，包装价格等情况的反馈，要以尽可能促进商品的销售。代理商应向卖方报告其他同类产品供应商的商品的报价、广告宣传及其他商业活动。

### Article 9. Market Report

Both Seller and Agent shall be well-informed of market conditions, and Agent should undertake to supply Seller, 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 Products, local market tendency and the buyer's comments on quality, packing, price etc., so as to promote sale. Agent shall also supply Seller with quotations and advertising materials on similar products of other suppliers.

### 第十条 商品的推销

在代理区域内，代理商应积极地充分地进行广告宣传以促进商品的销售。卖方应向代理商提供一定数量的免费或付费的广告印刷品、商品样本、小册子以及代理商合理要求的其他材料。如果需要，卖方可在其官方网站上注明代理商联系方式；如果代理商的销售额超过 200000 美金，卖方可协助其建立销售网站。

### Article 10. Sales Promotion

Agent shall diligently and adequately advertise and promote the sale of Products throughout Territory. Seller shall furnish with or without charge to Agent reasonable quantity of advertising literatures catalogues, leaflets, and the like as Agent may reasonably require. If needs, the Seller can put the agent's contact information at the official website. If the agent's turnover is more than 200,000 USD, the Seller will help the agent build their own website.

### 第十一条 工业权保护

在本协议有效期内，代理商可使用卖方的商标，但仅限于代理商品的销售。如果在本协议终止后，代理商地销售库存代理商品时，仍可使用卖方的商标。代理商也承认使用于或包含于代理商品中的任何专利、商标、版权以及其他工业产权，都属于卖方所有，并且不得以任何方式提出异议。一旦发现侵权，代理商应及时通知卖方并协助卖方采取措施保护卖方产权利益。

### Article 11. Industrial Property Rights

Agent may use the trade-mark(s) of Seller during validity of this Agreement only in connection with the sale of Products, provided that even after the termination of this Agreement, Agent may use the trade mark(s) in connection with the sale of Products held in stock at the time of termination. Agent shall also acknowledge that any and all patents, trade-marks, copyright and other industrial property rights used or embodied in Products shall remain to be sole properties of Seller and shall not dispute them in any way. If any infringement being found, Agent shall promptly notify seller and assist seller to take steps to protect its right.

### 第十二条 协议期限

本协议经双方签字生效，有效期 2 年。在本协议终止前至少 3 个月，卖方或代理商应共同协商协议的延续。如果双

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方一致同意续延，在上述规定的条款、条件下，附上补充文件，本协议将继续有效另外延续一年。效期内如发现任何一方有违背本协议，另一方有权利终止协议。

#### **Article 12. Validity of Agreement**

This Agreement shall enter into force on the signing of both parties with validity of 2 years. At least three (3) months before the expiration date of the agreement, both Seller and Agent shall consult each other for renewal. If the renewal of this Agreement is agreed upon by both parties, this Agreement shall be renewed for one more year(s) under the terms, conditions with attaching documents. 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.

#### **第十三条 协议的中止**

在本协议有效期内，任何一方当事人不履行合同或违反本协议的条款，如第五、六、十一条，双方当事人座争取及时解决争议的问题以期双方满意。如果在违约方接到书面通知后 30 日内问题仍不能解决，非违约方将有权中止本协议，由此造成的损失、无力偿付债务、清算、死亡以及被第三人兼并要由不履行方或违约方赔偿，另一方当事人可提出中止本协议，而无需书面通知对方。

#### **Article 13. Termination**

In case there is any nonperformance and/or violation of the terms and conditions i.e. Article 5, 6, 11 under this Agreement by either party during the validity of this agreement; the parties hereto shall at once do their best to settle the matter in question as prompt and amicable to mutual satisfaction. If the violation cannot be solved within thirty (30) days after writing notification of the other party, then the other party shall have the right to cancel this Agreement and the loss, debt sustained thereby shall be indemnified by the party responsible for the nonperformance and/or violation. Further in case of one party's bankruptcy or insolvency or liquidation or death and/or reorganization by the third party, the other party has the right to terminate this Agreement without any writing notice.

#### **第十四条 不可抗力**

任何一方对由于下列原因而导致不能或暂时不能履行全部或部分协议义务的，不负责任：自然灾害、政府采购或禁令以及其他任何双方在签约时不能预料、无法控制且不能避免和克服的事件。但受不可抗力影响的一方，应尽快地将发生的事件通知对方，并附上证明材料。并在事件发生后十五天内，提供相关部门出具的事实证明书。

#### **Article 14. Force Majeure**

Either party shall not be held responsible for failure or delay to perform all or any part of the due to Acts of nature disaster, government orders, restriction or any other events which could not be predicted at the time of the conclusion of the Agreement and could not be controlled, avoided or overcome by the parties. However, the party affected by the Event of Force Majeure shall inform the other party of its occurrence with detail proofs 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.

#### **第十五条 准据法**

本协议有关贸易条款应按 INCOTERM90 解释。本协议的有效性、组成以及履行受中华人民共和国法律管辖。

#### **Article 15. Trade Terms and Governing Law**

The trade terms under this Agreement shall be governed and interpreted under the provisions of 1990 Incoterms and this Agreement shall be governed as to all matters including validity, construction and performance under the laws of People's



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Republic of China.

**第十六条 仲裁**

对于因履行本合同发生的一切争议，双方应友好协商解决，如协商无法解决争议，则应提交中国国际经济贸易仲裁委员会(郑州)，依据其仲裁规则，仲裁费应由败诉一方承担，仲裁委员会另有规定的除外。

**Article 16. Arbitration:**

All disputes arising from the performance of the Agreement should be settled through friendly negotiations. Should no settlement be reached through negotiation, the case shall then be submitted for arbitration to the China International Economic and Trade Arbitration Commission (Zhengzhou) and the rules of this Commission shall be applied. The award of the arbitration shall be final and binding upon both parties. The Arbitration fee shall be borne by the losing party unless otherwise awarded by the arbitration organization.

本协议由双方代表签字后生效，一式两份，双方各执一份。

**WITNESS THEREOF: This Agreement shall come into effect immediately after it is signed by both parties in two original copies; each party holds one copy.**

卖方: 商丘瑞新环保设备有限公司

代理商: \_\_\_\_\_

签字: 王莎莎

签字: \_\_\_\_\_

**Seller: (SINO-AMERICAN) SHANGQIU RUIXIN ENVIRONMENTAL SPECIALTY EQUIPMENT  
MANUFACTURING CO., LTD.**

**BY: Jessica Wang**

**DATE: 2013.1.19**

**Agent company:**

**BY:**

**DATE:**