

OSDA EXCLUSIVE AGENCY AGREEMENT IN CHILE



宁波欧达光电有限公司

电话: +86 574 8813 5068

邮箱: sales@osdasol.com

网址: www.osdasol.com.cn

总部地址: 浙江省宁波市江北区海川路128号

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Agreement parties:

This Agreement is entered 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. Contracting Parties:

Party A: NINGBO OSDA SOLAR CO., LTD

ADD: No. 128, Haichuan Road, Jiangbei District, Ningbo City, China.

Tel.: 0086-574-87915068; Fax: 0086-574-87915068,

Holder of the rights of the trademark OSDA (hereinafter referred to as the **"Assignor"**),

Party B: CHILE LANDS AND MINERALS® SpA

ADD: El Bosque Norte Road, No.0134, El Golf District, Las

Condes, Santiago, Chile. Tel: 02-552767914; cell phone:

+56-954492626.

(Hereinafter referred to as the **"Agent"**),

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2. Requirement for the Agent:

2.1 The Agent besides its own business, will be setting in place good marketing sales strategy for solar panels, with dedicated own team.

2.2 The Agent should have strong marketing ability.

3. Subject of the Contract:

The "Assignor" delegates the "Agent" with the right to sell exclusively for the Solar Panels & related products (including OEM products) of the trademark OSDA only in the territory of Chile (hereinafter referred to as the **"the territory"**).

4. Exclusive Distributor:

CHILE LANDS AND MINERALS® SpA will be assigned as an exclusive Agent of OSDA brand in Chile.

5. Payment terms:

Based on actual orders.

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6. Delivery terms:

Based on actual orders.

7. Obligations of the Assignor:

7.1 The Assignor will provide the Distributor with the products of the production range of OSDA with the purpose of selling them in the aforementioned territory. The Assignor can participate in tender to any project (government / private) through the Distributor in the aforementioned territory. In this case, the Agent will give all local logistic support. Except if tender or project requires a special discount, the Assignor will adjust the rate accordingly.

7.2 The Assignor cannot recruit any other distributor during the contract period for solar panels & related products (including OEM products) on the aforementioned territory unless there is an obvious intention to harm the assignor by the Agent.

7.3 If other customers from Chile or offices which belongs to Chile contact OSDA, osda should send back their demands to the Agent for check and reply .

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7.4 The Assignor should share solar industry, price and products information timely.

8. Guarantee & Replacement:

The Assignor will provide 30 (THIRTY) years after B/L date replacement guarantee for the supplied Solar Panels. If any products found defective during guaranty period due to quality issue then the Assignor must replace it for free. Distributor needs to provide the barcode number for the items that need replacement under guaranty and no exceptions will be made. Distributor is obligated to prove fault is not caused by the final customer or during shipment or any other case that assignor has no power of controlling and provide any necessity required data by OSDA. Except broken panel, all the broken panel clients complain must within three days after got the containers.

9. Advertising materials and marketing policy:

(i) The Assignor will provide technical catalogues in English language and other promotional materials to enable the Agent to promote the products in the aforesaid territory. (The full details of the products will be made known by the the Assignor to the **宁波欧达光电有限公司**

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Distributor in order to acquire more knowledge before meeting any buyers.)

(ii) The Agent shall bear the expenses for advertising and publicity expenses within the aforesaid territory mutually. The Assignor shall provide the technical personnel support when & where needed.

10. Obligations of the Distributor:

10.1 The Agent will pay for the products as per a foresaid payment terms and secure the payment.

10.2 The Agent and all its sub established companies, member of group of companies and all workers/employees shall protect all intelligent prosperity rights of Trade Mark and Registry of OSDA products in Territory market, follows related and supportive observations and works, and immediately informs OSDA in case of any violation these rights. Agent has to protect OSDA Brand, Copy Right, and respects to Trade Mark and Bind Rights of OSDA which occurred from OSDA brand and products, accordingly re-act in case of necessity.

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10.3 In any case of the Agent abuses the Assignor' s intellectual property rights, even partially, similarity or fully copy, or try to make copy of products and effort to distribute through either domestic or export market under any brand by itself and/or its sub established companies.

10.4 All public declaration, press release, advertising or PR studies where will be stated and published in Territory media will be released after both parties agreed and written confirmation.

10.5 At once a year the Assignor and the Agent authorized persons will become together and meets to review of completed activity achieved to increase marketing share and annual selling volume during validity of this contract. Current market conditions, competitive firms, and their marketing strategies and plans, marketing activities which have done by Agent, outcomes of those activities, are reviewed by Distributor and Assignor. New year plan involving marketing activity, inventory in Distributor, purchasing plan and details over product types, dispatching plan, will be clearly justified and parts of an action plan. According to conclusions of
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this contract, both parties will re-act and follow these action plans and outcomes will help to create improvement activity.

10.6 In case no sales have been achieved (as minimum quantity order production parameters 20MW) within the first year of agency from the date of signature, the Assignor will invalidate the agency agreement.

11. Preferential policy for Agent:

11.1 The Assignor give support to the Agent such as Pen, T-shirt, Hat with OSDA logo..... As promotion items if the annual qty up to the Assignor specified qty.

11.2 The Assignor can provide the company suffix email, business card, and the company' s official website to register the Agent information.

11.3 The first year shall be considered pilot year therefore the bonus is not applicable. Perhaps in case of sales during the first year, The Assignor and Agent can set bonus sales targets according to the results of our marketing campaign new goals.

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12. Termination:

Both parties have rights to cancel this agreement in case of the violation of the agreement. In this situation there should be a notice period of 90 days that would be applicable for both the parties.

13. Any official confidentiality:

All given and observed data even visual, verbal or written such manufacturing, technology, working schedule, managerial type and models, purchasing prices, trade mark(s), copy rights, any other intellectual property are strictly belong to OSDA and Distributor accept confirm and declare that those data never will disclose to another third parties written or verbal by itself and/or none of the part of Agent. In case of Legal authorities demand and compulsory position to disclose these above mentioned data can be declared only to related party just after received written permission of Assignor.

14. Price Validity:

The price validity will remain for one year. If any changes occur in raw materials price or others relevant reasons, then Assignor can

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change the price after discussion with the Distributor considering Chile market scenario.

15. Force Majeure:

Whatever reason might be, external sources are mutually agreed and accepted as Force Majeure which both party cannot control such; raw material, energy, logistic, inner and international transport required for production and selling of products which scope of this contract, any directly or indirectly disputes occurred between countries for economic, political or military security and caused to unfavorable market conditions and/or warfare, terrorist attacks and activities, dependently security problems, all types of logistic, legal, freight, financial transaction problems, including but not limited for both parties which have effects on production supply and distribution chain like fire, natural disaster, such flood、 earthquake、 volcanic eruption and any other outsourced external and macro effects.

The party, who cannot operate to complete obligations because of Force Majeure, doesn't pay any indemnification to other party.

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16. Dispute:

In case of there will be any disputes between parties on the scope and clauses of this contract, shall discuss during amicably meeting and work to have common optimum solution. Both parties shall maximum effort to solve dispute. If both parties could not reach and agreed any common solution within 45 days after amicable meeting started, both parties can apply Arbitration Board.

Arbitration Board: Both parties can independently go for application to Arbitration Board to get solution of disputes when there would not be any common solution by themselves. Agent and Assignor accept and confirm.

17. Validity of the Agreement:

The duration of Agency Agreement is intended for three years, renewable by default for two more years as long as minimum order quantity has been achieved during the first year as per Assignor production minimum order.

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18. Communication Language:

Every writings and correspondents shall be in English languages between parties.

Party A

NINGBO OSDA SOLAR CO., LTD.

Party B

CHILE LANDS AND MINERALS® SpA



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