

Distributor Agreement

This agreement is entered into between the parties in accordance with the equality and mutual benefit, reciprocity and honesty, trustworthiness principle to develop business relationship. Party A and Party B shall conclude the following contract terms about Party B's sales of Party A' s products on terms and conditions mutually agreed upon as follows:

1. Contacting Parties

Supplier (hereinafter called " Party A "):

Chongqing Chuke Intelligent Machine & Equipment Co., Ltd.

Distributor (hereinafter called " Party B "):

Party A hereby appoints Party B to act as a distributor to sell the commodity mentioned below.

2. Commodity

Party B sells the products of Party A:

Product Name	Product Model	Specification

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3. Distribution area

Territory for Party B's distribution area in _____
only (country/region/ecommerce platform, etc.).

4. Agency authority

1). Party A authorizes Party **B** to be the distributor for the region. If there is an exclusive agent in the region, the sales management of products within the scope of the agency must comply with the agent's regulations.

2). Party **B** shall sell the goods within its distribution area and shall strictly refrain from transporting or selling them across regions. In the event of

cross-regional transportation or sales, Party A shall have the right to request Party B to unconditionally recall all goods shipped by Party A and bear the corresponding costs. If Party B fails to recall the goods, Party B shall be deemed to have breached the contract and shall bear all consequences.

3). Party B may formulate and implement sales strategies within its distribution area based on actual circumstances. In principle, Party A shall not interfere with Party B's sales strategies, but Party B shall bear joint and several liability for its own sales activities and those of its subordinates and employee.

5. The term of distribution

1). The distribution term of this contract is one year, from the date of signing of the contract to _____. Both parties shall terminate or extend this agreement in advance in accordance with the terms of this contract.

2). Party B's request for renewal of this contract shall be submitted to

Party **A** in advance one month at least before the expiration of this contract in writing or email. Party **A** agrees to sign a renewal contract with Party **B**.

3). Party **A** and Party **B** agree that, at the expiration of the term of this contract, Party B can renew the contract with the following conditions: (1) better fulfil the obligations of this contract, no major breach of contract; (2) have paid all the payments due to Party A; (3) sign up the documents that may be brought against Party A's litigation and arbitration.

6. Distribution price and quantity

1). Both parties agree that during the term of this agreement, Party **B** shall purchase the following products and quantities from Party A at the distribution price and pay a deposit of US\$ 3,000. If Party **B** fails to meet the procurement target within one year, Party **B** has the right to terminate this contract and recover the deposit, but Party A has the right to deduct the deposit in proportion to the amount of the unmet procurement target.



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Product Name	Product Model	Quantity	Price

2). Party B may set its own sales prices within its territory based on market conditions, but Party B is obligated to notify Party A of its sales pricing in writing or by email.

3). Way of payment: 100% T/T before shipping.

7. Business Report

1). Party B has the right to accept the customer's opinion and appeal to the product, and notify Party A in time to pay close attention to the immediate interests of Party A.

2). Party A shall promptly notify Party B of any changes in product prices, sales or payment methods.

8. Trade and delivery terms

After consultation between both parties, the goods covered by this contract shall be delivered to Party B using _____ by default, and Party B shall bear the costs.

9. Delivery time

Both parties have agreed through consultation that Party B has the right to confirm the delivery date when confirming each batch of product orders, and also has the obligation to notify Party A of its procurement plan in advance to avoid stock shortages.

10. After-sales service

1). During the period of validity of this contract, Party A shall continue to provide Party B with the necessary marketing, service or technical guidance and the necessary assistance.

2). The products provided by Party A for Party B are strictly guaranteed according to the quality guarantee letter provided by Party A and the relevant regulations of the state.

3). Party A is obligated to provide Party B with free remote technical support via telephone and video conferencing. Party B has the right to request on-site technical support from Party A, but must consult with Party A regarding the necessity and feasibility of such support and bear the corresponding travel, accommodation, and meal expenses for the personnel involved.

Party A provides a 2-year warranty for dot peen and scribe marking machines and an 18-month warranty for laser systems. Consumables and wear parts are not covered by warranty. In principle, Party A is responsible for the transportation costs of returning faulty parts or the entire machine, while Party B is responsible for the transportation costs of shipping the repaired or replaced parts.

12. Other terms & conditions

1). If Party B fails to place orders with Party A for three consecutive months and does not submit a written or email explanation of the situation, and the delivered order model and quantity do not meet the requirements of this agreement, Party B shall be deemed to have unilaterally applied to terminate this agreement, and Party A shall communicate with Party B to deduct the deposit according to the proportion of each product model and amount and then return it.

2). For any commercial transaction affected by international political policy interventions, such as restrictions on the export of technology or components by Party A's country, restrictions on the import of technology or components by Party B's country, changes in tariffs, etc., both parties shall have the obligation to consult and resolve such issues without being restricted by this agreement, and shall jointly bear the responsibility and losses associated with such risks.

(No content below.)



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1) . This Agreement is signed on _____ at _____ and is in two originals, each party holds one.

Party A: Chongqing Chuke Intelligent Machine & Equipment Co., Ltd.

Managing Director:

Party B: _____

Signature: