

Agency Agreement

代理协议

Name of Manufacturer: *Sichuan Rongteng Automation Equipment Co., Ltd.*

Registered office address: No. 8, Section 2 of Tengfei Road, Shigao Economic, Development Zone, Tianfu New Area, Sichuan China 620564
(hereinafter called the Manufacturer)

Name of Agent:

Tyumen-Energo LLC, hereinafter referred to as the «Dealer», represented by Sergey Sorogin, General Director, acting on the basis of the Company's Charter on the other hand,

Registered office address: 625501, Tyumen region, p-n Tyumen, p Moskovsky, ul. Central, house 16

生产厂商名称: 四川蓉腾自动化设备有限公司

注册办公地址: 中国 四川省天府新区视高经济开发区腾飞大道二段 8 号 邮编: 620564
(以下简称“厂商”)

代理名称:

注册办公地址:
(以下简称“代理”)。

1. Appointment:

任命:

The Agent shall be appointed the oil & gas equipment and gas generator set in area of Nigeria.
代理将被任命在尼日利亚的石油和天然气设备, 以及燃气发电机的代理。

2. Duties of the agent:

代理的职责:

The Agent shall:

代理应该:

(1) Request price enquiries for oil & gas equipment and gas generator set in Nigeria.

询求尼日利亚石油和天然气设备以及燃气发电机的确切价格。

(2) Advise on general market conditions in the Area;

就该地区的总体市场状况提出建议;

(3) Assist in the arrangement of business activities of sales personnel;

协助销售人员的商业活动安排;

(4) Regularly conduct market research on behalf of the manufacturer;

代表厂商定期进行市场调研;

(5) Assist the manufacturer (without involvement in legal proceedings unless otherwise agreed upon) in the collection of debts;

协助厂商进行收款，（除非另有协议，否则不涉及到法律程序）

3. Expenses:

费用:

(1) The agent: visit to the manufacturer at a time to be fixed by the agent;

代理每次对厂商的访问由代理支付;

(2) The agent: Costs incurred during sales visits to the area is under the agent account.

代理对该地区的销售访问所产生的费用由代理支付。

(3) The agent: Exceptional costs for the agent activities for the sales is born by the agent; The agent will not cover the expenses linked to the manufacturer

代理销售活动的额外费用由代理承担; 代理不承担与厂商有关的费用。

(4) The manufacturer: Won't cover the expense linked with the Agent.

厂商不承担与代理有关的费用。

4. Duties of Manufacturer:

厂商的职责:

Manufacturer shall:

厂商应该:

(1) Support the Agent with relevant information;

向代理提供相关的信息;

(2) Inform the Agent of any direct approaches to the customers within the area;

告知代理任何直接洽谈该地区客户的方法;

(3) Send to the Agent copies of all principal documents and information of the customers on condition that all information shall be kept confidential.

向代理发送客户的所有主要文件和信息的复印件, 但所有信息应该保密。

5. Commissions:

佣金:

Any products sell to the customers acquired by the agent directly or indirectly in Nigeria, the agent will have a due commission. The customers not acquired by the agent, the manufacturer won't provide the commission to the agent.

销售给由代理在尼日利亚直接或间接获取的客户的任何产品, 代理将获得应有的佣金。不是代理获取的客户, 厂商不给代理佣金。

The commission for the order acquired by the agent will be fixed on the basis of projects case to case.

代理获得来自订单的佣金将根据具体项目而定。

6. Limits of authority:

权利限制:

The Agent shall have no right to intervene with manufacturer either in terms of price, time specification or other conditions of contract;

代理无权干涉厂商的事宜，无论是价格条款、时间规定还是或其他合同条款；

The acceptance of business shall be at the sole discretion of manufacturer.

业务的接受只能由厂商决定。

The corresponding disclaimer clause under the restriction of rights and interests

权益和利益限制下的相应免责条款

Under the limits of authority, the agent don't have duty to respond for manufacturer quality problem, price deal, or other whatever.

在授权的限制下，代理没有义务对厂商的质量问题、价格交易或其他任何问题作出回应。

7. Conflict of Interest:

利益冲突：

The Agent hereby declares that the agent shall not represent any other company that is or that could reasonably be constructed as being in conflict with Manufacturer's interest during the period of this Agreement. The Agent therefore agrees to consult with Manufacturer before entering into any agency contract. The Agent undertakes that he shall not, without the consent of Manufacturer, disclose to any third Party information that could be prejudicial to Manufacturer's commercial dealings.

代理特此声明，在本协议有效期内，代理不得代表任何其他的已经或者可能和厂商的利益相冲突的公司。因此，代理同意在签订任何代理合同之前与厂商协商。代理承诺，未经厂商同意，其不得向任何第三方披露可能损害厂商商业交易的信息。

8. Termination:

终止：

Either Party can terminate this Agreement by a three month notice in writing.

任何一方可提前三个月书面通知终止本协议。

9. Divulgence of the Company's Affairs:

对公司业务的泄密：

The Agent shall, during and after the period of the Agreement, undertake that he shall not divulge to any other Party an information concerning Manufacturer of a confidential nature without the prior consent of Manufacturer.

代理应承诺，在本协议期间及之后，未经厂商事先同意，不得向任何其他一方泄露有关厂商的机密信息。

10. Arbitration:

仲裁：

In the event of any dispute concerning the interpretation of this Agreement between the two Parties, the dispute shall be referred to a single arbitrator agreed upon by both Parties. Should they fail to reach an Agreement, the arbitrator shall be provisionally designated by the President of the Maritime Arbitration Committee.

11. Electronic documents and paper documents have the same legal effect.

电子文件和纸质文件具有同等法律效力。

For Sichuan Rongteng Automation
Equipment Co., Ltd.


四川蓉腾自动化设备有限公司

Signature 签字: 

Date 日期: 2023.5.25



Tyumen-Energo LLC

Signature 签字: 

Date 日期: 24.05.2023

