

合同

CONTRACT

甲方：温连渔业有限公司（以下简称甲方）

Part A: WENLIAN AQUACULTURE COMPANY LIMITED

乙方：大连熙源海珍品有限公司（以下简称乙方）

Part B: DALIAN XIYUAN SEAFOOD COMPANY LIMITED.

甲乙双方根据《中华人民共和国合同法》和《海关法》的相关规定，在自愿平等互利的基础上，经友好协商，就甲方授权乙方作为中国地区总代理销售甲方所生产的全部加拿大、美国地域的海参，达成一致共识，协议如下：

This Agreement is made and entered into by and between the parties concerned according to *Contract Law of the People's Republic of China* and *Customs Laws* on the basis of equality and mutual benefit to develop the business for authorizing Part B as sole agent of china selling all sea cucumber that Part A produced on sea area of Canada, US on terms and conditions mutually agreed upon as follow:

第一条 双方资格要求：

1.The Qualification Required

a 甲乙双方均须为合法注册的独立法人公司；

Part A and Part B must be legal registered independent legal corporation.

b、在签订合同后，乙方必须向甲方出示《营业执照》《税务登记证》《卫生许

可加)的复印件;

Part B shall present copy of Business License, Tax Registration Certificate, Hygienic License after signing this agreement.

2. 代理年限:

Validity of agreement

甲方同意乙方在中国地区作为唯一代理商,本合同有效期为叁拾年,自2010年8月15日起至2040年8月15日止,到期后如任何一方不提出解除自动顺延。

Part A agree to designate Part B as sole agent in China. The validity of this contract is 30 years from Aug 15th 2010 to Aug 15th 2040, The contract will be automatically extend when either side don't bring up cancelling the contract.

第二条 产品的价格: 以人民币为基准,该价格随着地区和市场的变化以补充协议为准。

3. Price: On basis of Chinese Yuan, It can be adjusted by the change of market and territory and subjected to Complementary Agreement.

第三条 市场发展和利润要求

The development of Market and Profit

1、第一年达到400吨,第二年达到800吨,第三年达到2000吨,第四年达到4000吨,5年后达到8000吨以上,由于开辟市场的需要三年的时间并且有不稳定性,具体完成情况以补充协议为准。甲方应为此计划保证足够的产能和产量。

The first year 400MT, the second year 800MT, the third year 2000MT, the fourth year 4000MT and up to 8000MT after five years. As it need 3 year to open market and with the instability, the completion status is subject to the Complementary Agreement. Part A should assure enough capacity and output for this plan.

2、甲方利润率在头三年以15%体现,三年后以20%体现,具体利润率以补充协议为准。

The profit margin of Part A arrive at 15% in the first three years and after that at 20%, detailed are subject to Complementary Agreement.

第四条 定货 付款 发货:

4. Order, Payment, Delivery

- 1、乙方可根据市场需要预提前安排定货，并及时通知甲方，每次发货以定货合同的数量为准；具体订货数量以补充协议为准
- a. **Part B shall order in advance according to market requirement and should inform Part A in time. Each shipment quantity should be according to contract. Specific amount are subject to Complementary Agreement.**
- 2、乙方将在收到下一批货品后将前一批货品的货款付给甲方，或在收到货品 90 日内，以先到为准。如有特殊情况，付款时间以补充协议为准。
- b. **Part B will do the full payment of previous lot product when receiving next order goods, or within 90 days after receiving the product, whichever comes first. In case of extreme matters, payment deadline is subject to Complementary Agreement**
- 3、甲方在收到乙方的定单后必须按合同规定时间发出货品，具体以补充协议为准
- c. **Part A shall arrange the shipment according to the contract after receiving Part B's order. Detailed are subject to Complementary Agreement.**

第五条 运输 运费等费用：

5. Transportation

- 1、甲方将货品交付乙方的指定承运人，乙方负责运费、保险费等费用或乙方需要甲方负责由加拿大港口到中国各口岸的运输，费用甲方同意先期垫付，乙方必须提前通知甲方；
- a. **Part A give goods to the carrier Part B assigned and Part B take charge of freight, insurance. Or Part A arrange shipment and made advance disbursement for Part A, that is on condition that Part B informed Part A in advance.**
- 2、乙方负责到港后的关税、报关和到内陆地区的倒载费用；
- b. **Part B are in charge of the tariff and SFE Shifting Expenses when goods arrival.**

第六条 货品质量认定：

6. Quality Identification

- 1、按照双方发货前的样品作为质量认定标准品；
- a. **Subject to the sample's standard before shipment.**
- 2、乙方在收到货品后如有质量问题必须一个月内提出，如果不提出异议，甲方视为货品无质量问题；
- b. **Part B must claim within 30 days after receiving goods if there is quality problem or it means no quality problem.**

第七条 甲方责任:

7. Part A's responsibility

- 1、质量: 甲方提供符合标准的优质产品, 并提供相应的报关手续、质检卫检报告正本及复印件及其他和产品经营相关的证明及复印件;
a. Quality: Part A are responsible for supplying the high quality product and relative documents that needed for apply to customs. Including original report of quality testing and hygiene inspection and so on.
- 2、按时交货: 甲方必须在按时交货;
b. On time delivery: Part A must arrange on time delivery.
- 3、甲方有义务按照乙方的合理要求进行产品包装;
c. Part A have the obligation to pack the product according to Part A's reasonable request
- 4、由甲方支付广告费用来支持乙方在中国地区应用于广告宣传、参加展会提高产品销量等方面的活动, 具体办理时间和金额以补充协议为准;
d. Party A shall bear the expenses for advertising and publicity in connection with the commodity, payment time and amount will be subjected to Complementary Agreement.
- 5、甲方有权了解广告费用的用途;
e. Part A have the right to know the use of the advertising expense.
- 6、甲方服务于乙方市场销售工作, 并协助乙方在经营管理中需要甲方协助的要求提供帮助;
f. Part A shall service for the sales market in china and assist Part A during selling and management activity.

第八条 乙方责任:

8. Part B's responsibility

- 1、乙方应全力开发中国地区市场;
a. Part B should do the best of its ability to develop Chinese market.
- 2、乙方在累积收到 2 个 40GP 或 40FR 货柜后, 在下一批定单的货品收到后五个工作日内将已收到的 2 个 40GP 或 40FR 货柜的货款无条件的一次性付给甲方;
When receiving the first two 40GP or 40FR and after 5 days of receiving next order product, Part B shall do the payment unconditional of the two 40GP or 40FR product that received.
- 3、乙方不得乱用甲方提供的广告费用做其它方面;
c. Part B can not use Part A's advising expense to do other things that are not related to the commodity.
- 4、乙方不得损坏双方合作及甲方利益的行为;
d. Part B shall not do practices that hurt Part B's interests and effect cooperation between each other.
- 5、乙方若在当地转让甲方产品的代理权需征得甲方的同意, 否则一切后果乙方承担;

- e. Part B shall not transfer the exclusive rights granted without Part A's agreement or Part B will take all the responsibility.
- 6、乙方在销售甲方产品时，不得损毁甲方企业、产品声誉，不得夸大宣传，不得使用“传销”等国家法规明令禁止的营销手段；
- f. Part B can not damage Part A's reputation and made puffery, can not use pyramid sales terms which Chinese government forbided.
- 7、乙方应保守甲方的商业机密。
- g. Part B should keep Part A's business secret.
- 8、乙方在中国地域的市场开发应该满足甲方的要求，该要求以中国地域的实际市场情况为基础，具体标准以补充协议为准。
- h. Part B's marketing develop should comply with Part's A's request on basis of Chinese territory feature. Detailed are subjected to Complementary Agreement.

第九条 法律效力：

9. Legal Validity

- 1、本合同自双方签字盖章之日起生效；
- a. The agreement will come into effect when duly signed by the both parties concerned.
- 2、本合同的补充协议经双方签字盖章后与本合同具有同等法律效力。
- b. The complementary agreement have the same legal force with this agreement after duly signed by the two parties concerned.

第十条 争议的解决：

10. Arbitration

- 1、甲乙双方应认真履行本合同的所有条款，未尽事宜协商解决，如发生争议不能裁决，双方同意通过大连仲裁委员会仲裁解决；
- a. Part A and Part B shall perform all the clauses in this agreement, The unaccomplished matter herein shall be resolved through consultation. 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 Dalian arbitration committee.
- 2、仲裁期间，除仲裁部分外本合同其他部分继续履行。
- b. During the Arbitration, Both parties shall perform other stipulation besides the arbitrated part.
- 3、由于市场不确定，每年都要签订修改及补充协议，有新协议时以新协议为准。
- c. Due to market uncertainties, a Commentary Agreement is needed every year. If a new agreement is signed, such new agreement will be executed.

第十一条 合同文本:

11. Documents

本合同一式两份, 甲乙双方各执一份。

This agreement is done in duplicate and each part keep one.

甲方: 温连渔业有限公司

乙方: 大连熙源海珍品有限公司

Part A: WENLIAN AQUACULTURE COMPANY LIMITED

Part B: DALIAN XIYUAN SEAFOOD COMPANY LIMITED

Legal Representative

Legal Representative

/s/ "Laizhong Qiu"

/s/ "Zhou Qu"

Principal

Principal

Tel

Tel

+86-411-39792856

合约签定日期: 2013 年 2 月 18 日