



AGENCY AGREEMENT

Doc No.20190620

SUZHOU FUJILF ELEVATOR CO., LTD

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AGENCY AGREEMENT

THIS AGREEMENT made and entered into effect from the date of June 20th, 2019 and shall expire to the date of June 19th, 2020

By and Between The first party:

Suzhou FUJILF Elevator Co., Ltd

A company duly organized and existing Having its domicile and office at:

Add: Wujiang FENHU Development Zone Suzhou City, China

Tel.:0086-512-63374807 EMAIL: info@fujilf.com

(hereinafter called the "Manufacturer") of one party,

And the second party:

Saeid Abedi/Negin Aram SAzeh. CO

Add: .Unit 11, Fifth Floor, No. 51, Reyhani St., Intersection of Naeim Avenue, GhelichKhani St., Mellat Sq., North Ostad Hassan Banna St., Resalat highway, Tehran, IRAN

Whereas the Manufacturer is interested in appointing an Agent for their products of elevators, escalator, moving walk and all other products produced by the manufacturer (the "Products") under the Brand "FUJILF" in the territory **Iran**

Whereas the Agent has the experience in promoting the Product in the Territory, and is willing to act as the Manufacturer's agent in the appointed Territory.

THEREFORE, in consideration of the mutual covenants and undertakings set forth in this Agreement, the two parties agree as follows.

The Manufacturer warrants that the Products supplied to the Agent under this Agreement are free from the defect in material and workmanship and they are in accordance with Manufacturer specifications, comply with EN-81 codes.

EMAIL: info@fujilf.com TEL: 86 512 63374807

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In case of any of the Products found defective in material or workmanship or are not in accordance with the specification given by the Manufacturer, in the judgment of the Agent, the Manufacturer agrees to compensate the Agent for such defects, either by replacing the defective material or by refunding value of the defective material including any expenses incurred by the Agent in accordance with mutual agreement

1. This agreement shall be valid and in force for a period of 1 year commencing from the date hereof first written above and shall be automatically renewed for further periods unless either party gives the other party one month notice in writing prior to expiry date of the Agreement.

2. The agent guarantees to complete an annual sales goal not less than 15 . If the agent cannot fulfill the sales goal, the manufacturer is entitled to reduce the territory, or even to cancel the agent's agency right.

3. The agent shall bear all responsibilities in the territory for any of its act in regard to the selling of FUJILF Elevator products. The agent's acts in the territory have nothing to do with the manufacturer.

4. It is understood that technical assistance are needed for certain project or job. The technicians sent to China from the agent or technicians sent to Iran from the manufacturer, the expenses if round trip should be paid by the party who has sent the technicians, while the lodging (boarding) expenses are the hosting party.

5. Manufacturer should guarantee spare parts availability at reasonable prices all times, whether this agreement is valid or terminated for any person in future.

6. This Agreement shall be interpreted without any error. Any disputes arising between the two parties shall be resolved upon friendly cooperation and negotiation. If one party decides to lodge an appeal against the other party, the disputes shall be arbitrated by the Laws and Courts of the country where the appeal is lodged.

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For & on behalf of the first party:
SUZHOU FUJILF ELEVATOR CO., LTD.

For & on behalf of the second party

2019-6-20

For and on behalf of
SUZHOU FUJILF ELEVATOR CO., LTD.

Leoh

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Authorized Signature(s)

EMAIL: info@fujilf.com TEL: 86 512 63374807

Add: Wujiang FENHU Development Zone Suzhou City, China