

# Authorized Dealer Agreement

Party A: Changzhou Coolfly Intelligent Technology Co., Ltd

Party B:

Through friendly negotiations, based on the principle of equality, voluntary, honest and mutual benefit, Party A and Party B made and entered into the following agreement on:

## 1、Appointment

Party A authorizes Party B as the authorized dealers of Part A's product in China.

Involves:

## 2. Validity

This Agreement shall become effective as of the date of signature and seal by both parties. Valid until\_\_\_\_\_

Upon the expiration of this contract, if both parties agree to renewing, shall sign a written renew contract within working days prior to the expiry of this agreement.

## 3. Party A's responsibilities and obligations

Based on the agency rights granted by this agreement, Party A shall ensure the quality of the products, technical support, brand, price, delivery date, after-sales service and Party B's product expertise. Party A will also provide network promotion data packages (products, pictures and related videos) to Party B to better promote and publicize in the local market.

During the term of this agreement, Party A will depending on the order from the agent distribution area, choose to give priority to Party B to sell and ship under certain conditions.

During the term of this agreement, Party A may also send the goods directly to the destination from the factory according to Party B's online order.

Party A shall provide the necessary training to Party B, in order to ensure that the work of Party B reach the requirements of Party A.

#### 4. Party B's responsibilities and obligations

Party B can undertake all the legitimate business activities in the name of "Part A product's only authorized dealers".

Party B shall not solicit or accept orders for the purpose of selling them outside territory. Once cross-area-sales be founding, Party A will give Party B a warning. For two successive violators, Party A shall have the right to cancel Party B's agent qualification and all the rights to this agreement.

#### 5. Inventory and after-sales service

The seller of the goods provides directly after-sales service.

If Party B prepares its own inventory in the local area, Party B provides direct after-sales docking service.

Party A will perform after-sales service according to the order contract purchased by Party B from Party A.

Party A provide a clear warranty period for products. If there are any problems with the accessories during the warranty period, Party A will provide new parts to Party B for free. The parts outside the warranty period are after-sales service parts, Party A has agreed otherwise according to the purchase and sale contract.

#### 6. Transportation & Insurance Fee

At the time of shipment, the insurance premium shall be paid by Party A;

If Party B has special requirements for the types of transportation, the excess freight shall be paid by Party B itself;

## 7. Force Majeure

Either party shall not be held responsible for failure or delay to perform all or any part of this agreement due to flood, fire, earthquake, draught, war or any other events which could not be predicted, controlled, avoided or overcome by the relative party. However, the party affected by the event of Force Majeure shall inform the other party of its occurrence in writing as soon as possible and thereafter send a certificate of the event issued relevant authorities to the other party within 15 days after its occurrence.

## 8. Arbitration

All disputes arising from the performance of this agreement shall be settled through friendly negotiation. Should no settlement be reached through negotiation, the case shall be submitted to court where Party B is located, which shall be conducted in accordance with the Commission's arbitration rules in effect at the time of applying for arbitration. The arbitral award is final and binding upon both parties.

9. This agreement is in two originals, each party holds one, the two have the same legal effect.

This agreement is not completely matters concerned, both parties shall sign supplementary agreement through negotiations, and the supplementary agreement is the same legal effect.

Party A (STAMP):

Party B(STAMP):

The authorized representative :

The authorized representative :

Date:

Date: