



# ZTZ SPEAKER Agency Agreement

**Contract No.:**

**Place of Signing:** Ningbo, China

**Date of Signing:** \_\_\_ / \_\_\_ / \_\_\_ (Year/Month/Day)

**Party A (Supplier):**

宁波美日音响科技有限公司

Registered Address: [29 B Intelligent Manufacturing Industrial Park, Liando U Valley, Ningbo, Zhejiang Province China, 315191]

Legal Representative: [章铁柱]

Unified Social Credit Code: [91330212MA2AHRW853]

(Hereinafter referred to as “ZTZ”)

**Party B (Agent):**

\_\_\_\_\_  
Registered Address: \_\_\_\_\_

Legal Representative: \_\_\_\_\_

Business License No.: \_\_\_\_\_

(Hereinafter referred to as “Agent”)

**Article 1: Scope of Authorization**

1.1 ZTZ grants the Agent the exclusive right to sell PA speakers from the ZTZ brand (specific models listed in Annex I) within [Full Country Name] (hereinafter referred to as the “Authorized Territory”).

1.2 Exclusivity Restrictions:

- ZTZ shall not appoint other agents or conduct direct sales within the Authorized Territory.
- The Agent shall not actively sell products outside the Authorized Territory.
- Exception: For multinational corporation headquarters procurement projects, ZTZ may deal directly (with 30 days’ prior written notice to the Agent).

**Article 2: Contract Term**

2.1 This Agreement is valid from \_\_\_ / \_\_\_ / \_\_\_ (Year/Month/Day) to \_\_\_ / \_\_\_ / \_\_\_ (Year/Month/Day), 12 months in total.

2.2 Renewal Conditions: Renewal may be granted only if both conditions are met:

- Annual actual purchase amount ≥ 80% of the agreed annual purchase amount.
- Customer service satisfaction score ≥ 4.2/5.0.

Note: Written renewal request must be submitted 60 days before contract expiry.



### Article 3: Core Obligations of the Agent

Responsibility Category	Specific Requirements	Assessment Method
Sales Target	Annual minimum purchase amount of USD 200,000	Purchase contracts
Marketing Promotion	Participate in at least one industry exhibition annually; annual advertising investment $\geq 3\%$ of local sales revenue	Event photos + expense vouchers
After-sales Service	Establish a repair and technical team with at least 2 members	customer complaint rate $\leq 3\%$

### Article 4: ZTZ Support Responsibility

#### 4.1 Supply Assurance

- Shipment within 60 days after receiving order (FOB Ningbo).
- Out-of-stock products to be prioritized; delayed shipment compensation at 0.5% of order value per day.

#### 4.2 Maintenance Support

- Provide free maintenance spare soft parts (quantity of suites of soft parts = 3% of each purchase quantity).
- Extra spare parts supplied at normal purchase price.
- Remote technical support response  $\leq 2$  hours.

### Article 5: Pricing and Settlement

5.1 Agent purchase price: As per “ZTZ Global Unified Price List” (Annex V).

#### 5.2 Payment Terms:

- The prepayment price is 30% of the order amount.
- The remaining balance 70% of the order amount is settled before the copy of the bill of lading.

5.3 Invoices: ZTZ shall issue Proforma Invoices.



## Article 6: Special Terms for Maintenance Services

Maintenance Item	ZTZ Responsibility	Agent Responsibility	Cost Bearing
<b>Product Failure</b>	Provide replacement parts	Local inspection + parts replacement	ZTZ bears part cost; Agent bears labor
<b>Human Damage</b>	Provide paid spare parts	Quotation & repair for customers	End customer bears cost
<b>Spare Part Supply</b>	Ensure 3-year spare part availability	Maintain safe stock ( $\geq$ 3% of sales)	Agent purchases spare stock

### 6.1 Warranty Period:

- 12 months from the date the end customer receives the goods (based on logistics receipt).
- Warranty period bound by product serial number system.

### 6.2 Service Process:



### 6.3 Cost Sharing:

- Within warranty, ZTZ bears material costs.
- Agent bears labor & logistics costs.



## Article 7: Contract Termination Handling

7.1 Inventory Repurchase: Within 30 days after termination, ZTZ has the right to repurchase unsold new products at 85% of purchase price.

7.2 Maintenance Transfer:

- Unfinished repair cases should be transferred to new agent.
- Undamaged spare part stock should be transferred at cost price to ZTZ's designated party.
- All customer profile information and transaction history should be returned to ZTZ.

## Article 8: Governing Law & Dispute Resolution

8.1 Governing Law: [To be specified]

8.2 Dispute Resolution:

- Preferred:
- Arbitration Language: English
- Arbitrator: 1 (jointly appointed by both parties)

## Signing Page

**Party A:** 宁波美日音响科技有限公司

Authorized Representative Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Official Seal:

**Party B:** \_\_\_\_\_

Authorized Representative Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Official Seal: