

# **DAHILI NETWORK AS.**

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## **Agency Agreement**

**NO:** \_\_\_\_\_

**Date:** \_\_\_\_\_

This Agreement is entered into between the parties concerned on the basis of equality and mutual benefit to develop business on terms and conditions mutually agreed upon as follows:

### **Article 1: The Parties Concerned**

#### **Manufacturer: Dahili Network AS.**

(hereinafter called "manufacturer" )

Tel: (0090-216) 4289826 Fax: (0090-242) 2282966

Add: Ogretmen Evleri Mah. 900 Sok. M. Okur Apt. Antalya & Turkey

Website: www.dahili.net Email: export@dahili.net

Representative:

**Agent:** \_\_\_\_\_

(hereinafter called "agent" )

Add: \_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

### **Article 2: Appointment**

Manufacturer hereby appoints Agent as its Agent to solicit orders for the commodity stipulated in Article 3 from customers in the territory stipulated in Article 4, and Agent accepts and assumes such appointment.

### **Article 3: Commodity**

Dahili Network Products (include PCTV:22" ,32" ,42" ,52" ,55" ,70" or any bigger & ePCTV;22" ,32" ,42" ,52" ,55" ,70" or any bigger & CCTV;25Meter IP IR Cameras, 50Meter IP IR Cameras, 100Meter IP IR Cameras, 1000Meter IP IR Cameras, Day & Night IP PTZ 28X Cameras & NVR Recorders 2U Rack Mount) & IP Networked Signage System & PCTV Universal Back Case & Set Top Box

### **Article 4: Territory**

\_\_\_\_\_ only.

### **Article 5: Solicit order**

1). Agent shall undertake to solicit orders for the above commodity from customers in the above territory during the effective period of this agreement.

2). Agent undertakes to order the above commodity to resell, not less than USD \_\_\_\_\_

15 days when signed this agreement.



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### **Article 6: Price and Payment**

The price for each individual transaction shall be fixed through negotiations between Agent and the buyer, and subject to Manufacturer' s final confirmation, the payment for goods can be paid by Agent or by the buyer.

### **Article 7: Agency Right**

In consideration of the Agency rights granted herein, Agent can act as manufacturer' s representative to solicit order; Manufacturer shall not, directly or indirectly, sell the commodity stipulated in Article 4 to customers that be listed by Agent. Manufacturer undertakes to give the newest price list and products information in time.

### **Article 8: Market Report**

In order to keep Manufacturer well informed of the prevailing market conditions, Agent should undertake to supply Manufacturer, at least once a quarter or at any time when necessary, with market reports concerning changes of the local regulations in connection with the import and sales of the commodity covered by this agreement, local market tendency and the buyer' s comments on quality, packing, price, etc. of the goods supplied by Manufacturer under this agreement.

### **Article 9: Commission**

- 1). Manufacturer shall pay Agent a commission of 19% on the price that Manufacturer offered.
- 2). If the selling price is higher than the quoted price of Manufacturers; Agent shall get the 100% of the higher part profit.
- 3). The commission and profit can be deducted by Agent from payment for goods, or can be paid once Manufacturer receives the full payment for each order.

### **Article 10: Industrial Property Rights**

Agent may use the trade-marks owned by Manufacturer for the sale of the Products covered herein within the validity of this agreement, and shall acknowledge that all patents, trademarks, copy rights or any other industrial property rights used or embodied in the Products shall remain to be the sole properties of Manufacturer. Should any infringement be found, Agent shall promptly notify and assist Manufacturer to take steps to protect the latter' s rights.

### **Article 11: Validity of Agreement**

This agreement, when duly signed by the both parties concerned, shall remain if force for 24 months from \_\_\_\_\_, 2009 to \_\_\_\_\_, 2011, and it shall be extended for another 12 months upon expiration unless notice in writing is given to the contrary.

### **Article 12: Termination**

During the validity of this agreement, if either of the two parties is found to have violated the stipulations herein, the other party has the right to terminate this agreement.

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### Article 13: 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 manufacturer affected by the event of Force Majeure shall inform the other party of its occurrence in writing as soon as possible, and thereafter sends a certificate of the event issued by the relevant authorities to the other party within 15 days after its occurrence.

### Article 14: 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 then be submitted for arbitration to the China International Economic and Trade Arbitration Commission (Beijing) and the rules of this Commission shall be applied. The award of the arbitration shall be final and binding upon both parties.

### Article 15: Warranty

All products sold by Agent in Territory, to keep customers under warranty, and their warranty time and product serials, copy of electronic invoice may also be send via agents reserved mail as "[territory](mailto:territory@dahili.net)"@dahili.net on manufacturers server, agent agree to share customer database. Manufacturers official warranty time in territory 3 years. Defective products instead of 4% will be given additional products. Amount was added to the each order.

**Manufacturer: Dahili Network AS.**

(STAMP)

(Signature) Director Oguz Ersoz

**Agent: \_\_\_\_\_**

(STAMP)

(Signature)

**DAHİLİ NETWORK İLETİŞİM A.Ş.**  
Koşuyolu Caddesi Lambacı Sokak  
Koşuyolu Sitesi A Blk. Dükkan:9  
Kadıköy / İSTANBUL  
Kadıköy V.D.: 267 047 8048

