**Contract No.**

 **CONTRACT OF AUTHORIZATION ON PRODUCTS DISTRIBUTION**

 Party A  (Manufacturer ):Yichun Dawnice Manufacture and Trade Co.，Ltd

 Party B ( Distributor ) :

On the basis of the principal of equality and mutual benefit, through friendly consultation, whereas Party A agrees to entrust Party B to sell the products of Party A in the appointed areas, now this presents witness that is hereby agreed between the parties hereto as follows.

I. GUARANTEE

Both parties hereto shall ensure their legal positions of corporate organizations and the qualification to sell the products as specified in this Contract. Both parties shall exchange the duplicated documentations of relevant certificates such as business license and tax registration certificate.

 II. Distribution Area

1. The area authorized by Party A to Party B is ;

2. Party B agrees to be the agent in the area mentioned above and undertake all the obligations under this Contract.

III. Cooperation Mode

Party A shall provide DAWNICE Brand products and Party B shall be responsible for the promotion and sales of the products:

a) The products supplied by Party A shall be suitable for the sales in and shall be confirmed by both parties hereto in written form;

b) Party A shall be responsible for the training of the personnel of Party B for the use of the products supplied by Party A;

c) Party A shall export the products to or other ports appointed by it within the scope as specified in this contract;

d)Party A shall supply to the marketable products with high quality as specified by Party B;

e) The products to be manufactured under this contract shall be specifically branded as being produced for the distribution by Party B in ;

 IV.  Annual Sales Task and Rewarding

 1、This contract shall be valid and in operation for a period of 1 year, commencing on \_ and terminated on \_\_\_.

2、 Sales task and rewarding in detail.

a) Party B shall complete the purchase task of first phase within ninety (90) days upon and from the date on which both parties set the hands and seals on this contract. Within half year(180days), Party B shall complete the accumulative task of \_\_ thousand USD; within one year(365days), Party B shall complete the accumulative annual task of million USD.

b) Exclusive Agency requires a down payment on the bottom line annual task as a production reserve and decreases as the annual task amount decreases

c) 2% of the annual task can be rebate if the first-year sales task is achieved, and 3% of the rebate for the part exceeding the annual task will be deducted from the specific order, which can be used for local promotion meetings, advertising fees, dealer conferences, and specialty store decoration

3.All transactions shall be conducted by USD.

4. All shipments need to be paid in full before delivery.

5. Date of Delivery: specified otherwise according to the specific condition of each cooperation during cooperation period

V. Warranty

Where any quality problem is found, Party B may apply for maintenance or replacement from Party A.

1. Warranty (Replacement) Period

For the sold products formally filed by Party A (subject to the "Party Registration" sent by the distributor), from the date on which the products is sold, Party A shall provide free maintenance service of 10 years and whole-life maintenance with compensation.

 2 .Warranty (Replacement) Policy

Within the warranty period as specified by Party A, on the premise of proper installation, use and maintenance according to the specification of the instruction of products, where the malfunction of the products is caused by the quality themselves, Party A shall provide free replacement or free maintenance service.

VI.Price Adjustment and Benefit Assurance

To fully ensure the benefit of the distributors, where Party A makes the price adjustment, Party A shall strictly abide by the following promise:

 1、 Within seven working days before the formal adjustment of the price system, Party A shall notify the distribution of the relevant adjustment price information.

2、 Party A shall not be responsible for the price difference compensation for the purchase activity occurred before the price adjustment.

3. Party B shall maintain the image and reputation of Party A and its products. With the guidance of Party A, Party B shall make good settlement of the complaint and relevant service application of the final users in the distribution area, and render good coordination to relevant department for supervision and inspection.

 VII.Modification and Termination of Contract

1.The modification of this contract shall be agreed by both parties to this contract. The modification shall be formed into written form (Contract Modification Agreement) and signed and approved by both parties.

2. Either Party attacks the image or reputation of the other party in public and through media or its own public image is damaged severely.

3. This contract may be terminated with the written consents of both parties.

4. Party B fails to complete Purchase Task of First Phase, the contract shall be deemed as invalid.

5. Other affairs not included hereof shall be made into additional regulations through friendly consultation. The additional regulations shall have the same effects as this contract.

Representative of the Buyer
(Authorized signature):

Representative of the Seller:

Yichun Dawnice Manufacture and Trade Co.，Ltd

Mouth/ Day/Year