

DEALER AGREEMENT No. 8

经销商协议第8号

Shanghai

"30" July 2024

上海

2024 年 07 月 30 日

Shanghai EHO Valve Co., Ltd., hereinafter referred to as the "Supplier", represented by the Director Hong Zhiping, acting on the basis of the Charter, on the one hand, **SAYAL GOSTAR PALAYESH NOVIN CO.**, hereinafter referred to as the Dealer, represented by Director Mr. Ebrahim Ahmadi, acting on the basis of the Charter, on the other hand, collectively referred to as the Parties, have signed this Agreement as follows:

上海一核阀门股份有限公司(以下简称“供方”),由总经理洪志评代表,根据合同约定行事,作为一方, **SAYAL GOSTAR PALAYESH NOVIN CO.**(以下简称“经销商”),由总经理 _____ 先生代表,根据合同约定行事,作为另一方,合称“双方”,签署本协议如下:

1. THE SUBJECT OF THE AGREEMENT
1: 协议的主题

1.1. The Parties intend to cooperate in the sale of the Supplier's Products (hereinafter referred to as the "Goods"), for which the Supplier undertakes to supply the Dealer on agreed terms with the Goods and provide technical and marketing support for the further sale of the Goods by the Dealer to third parties (Buyers), and the Dealer undertakes to pay for the Goods in a timely manner and contribute to its promotion and implementation on the territory of The Islamic Republic of Iran.

双方拟合作销售供应商的产品(以下简称“货物”),供应商承诺按照约定条款向经销商提供货物,并为经销商向第三方(买方)进一步销售货物提供技术和营销支持,经销商承诺及时支付货款并为其在伊朗伊斯兰共和国境内的推广和实施做出贡献。

1.2. The quantity, assortment, cost, payment procedure and term of shipment of the Goods are indicated in the Applications, based on the Supplier's price list agreed for a period of 6 months and the sales conditions existing for the Dealer.

Supplier have the right to adjust the price if the raw material or exchange rate changes greatly.

1.2 货物的数量、品种、价格、付款程序和发货期限均在合同中注明，并根据供应商 6 个月内同意的价格表和经销商现有的销售条件确定。

如果原材料或汇率发生较大变化，供应商有权调整价格。

1.3. The region of validity of this agreement is The Islamic Republic of Iran.

1.3 本协议的有效区域为伊朗伊斯兰共和国。

1.4. In regions beyond IRAN, individual projects or existing clients can be granted separate distribution authorization. The list of individual projects and existing clients can be added to the annex at any time after mutual agreement.

1.4 在伊朗以外的地区，可以单独授予单个项目或现有客户的分销授权。单个项目和现有客户的名单可以在双方同意后随时添加到附件中。

2. RIGHTS AND OBLIGATIONS OF THE SUPPLIER

2. 供应商的权利和义务

2.1 The Supplier under this Agreement has the following rights:

2.1. 本协议项下的供应商享有以下权利：

2.1.1. Receive timely payment for the Goods on the terms of this Agreement;

2.1.1. 根据本协议的条款及时收到货物付款；

2.1.2. Refuse to ship the Goods if the Dealer violates the procedure for payment for the Goods delivered to the Dealer and (or) the services rendered.

2.1.2. 如果经销商违反向经销商交付的货物和（或）提供的服务的付款程序，则拒绝装运货物。

2.1.3. In case of violation by the Dealer of the terms of this agreement, he has the right to withdraw his decision to grant the status of the official Dealer of the Supplier in the event that the Dealer violates the powers granted to him or terminates this Agreement or other agreements concluded for the supply of specific batches.

2.1.3. 如果经销商违反本协议的条款，则在经销商违反授予他的权力或终止本协议的情况下，他有权撤回授予供应商官方经销商地位的决定，或为特定批次的供应而签订的其他协议。

2.2. The Supplier under this Agreement assumes the following obligations:

2.2. 本协议项下的供应商承担以下义务：

2.2.1. Provide the Dealer with technical documentation for the Goods, catalogs, other materials of an advertising and informational nature, including product samples;

2.2.1. 向经销商提供货物的技术文件、目录、广告和信息性质的其他材料，包括产品样品；

2.2.2. Not assign another Dealer to the sales territory specified in this agreement for the goods sold under this agreement. However, the Seller cannot guarantee that goods similar to those sold under this agreement will not be imported or brought into the territory in another way by third parties who are not residents in the territories specified in the agreement or residents through third parties not directly from the Seller.

2.2.2. 不得将本协议项下销售的商品指定给其他经销商到本协议规定的销售区域。但卖方不能保证与本协议项下销售的类似货物不会被非本协议指定地区居民的第三方进口或以其他方式带入该地区，或通过非直接来自该地区的第三方居民。

2.2.3. Timely ship the Goods to the Dealer for a fee, on the terms of this Agreement and in accordance with the Application;

2.2.3. 根据本协议的条款并根据申请，及时将货物运送给经销商（有偿）；

2.2.4. Promptly advise the Dealer's specialists on technical issues arising in the course of negotiations with the Buyers;

2.2.4. 就与买家谈判过程中出现的技术问题及时向经销商专家提出建议；

2.2.5. Deliver the Goods at the price specified in section 4 of this Agreement and taking into account the agreed price to this agreement;

2.2.5. 按照本协议第 4 条规定的价格交付货物，并考虑本协议约定的价格；

2.2.6. Inform the Dealer about the appearance of new Goods at the Supplier and their cost 30 (thirty) days before the entry into force of the relevant decision.

2.2.6. 在相关决定生效前 30(三十)天, 通知经销商供应商出现新货物及其费用。

2.2.7. Using your channels, inform interested parties about the goods and services sold by the Dealer. In cases where this does not conflict with the interests of the Supplier, make every effort to sell the Supplier's Products in the territory of The Islamic Republic of Iran through the Dealer.

2.2.7. 利用您的渠道, 向感兴趣的各方通报经销商销售的商品和服务。在不与供应商利益冲突的情况下, 应尽一切努力通过经销商在伊朗伊斯兰共和国境内销售供应商的产品。

2.2.8. Any request or order for the Seller's goods received by the Seller from third parties located in the territory specified in this agreement must be sent to the Dealer for further consideration and implementation.

2.2.8. 卖方从位于本协议指定地区的第三方收到的对卖方货物的任何请求或订单必须发送给经销商以供进一步考虑和实施。

2.2.9. The Supplier provides 3 year of market protection for the Dealer in Iran. If none of the parties declares the termination of the contract, the contract is extended on the same terms for the next calendar year.

2.2.9. 供应商为伊朗经销商提供三年的市场保护。如果双方均未宣布终止合同, 则合同将按相同条款延长至下一个自然年。

2.2.10. The Seller undertakes during the term of this agreement not to conclude similar agreements with other Dealers operating in the territory specified in this agreement, and to refrain from carrying out independent activities in the territory of the agreement, similar to the activity that is the subject of this Agreement.

2.2.10. 卖方承诺在本协议期限内不与在本协议指定区域内经营的其他经销商签订类似协议, 并避免在本协议区域内进行独立活动, 类似于本协议所涉及的活动。

2.2.11. Reimburse the Dealer for the costs of participation in exhibitions and forums related to the promotion of the Supplier's brand and products. (Reimbursement can be made in the form of a offset of the supplied products, subject to confirmation by the Dealer of the costs incurred, as well as through direct targeted payments for such events, the list and conditions for which are agreed between the parties in advance).

2.2.11. 补偿经销商参加与供应商品牌和产品推广相关的展览和论坛的费用。
(补偿可以以抵消所供应产品的形式进行,但须经经销商确认所产生的成本,也可以通过针对此类事件的直接定向付款来进行,其清单和条件由双方提前商定)。

3. RIGHTS AND OBLIGATIONS OF THE DEALER

3.经销商的权利和义务

3.1. The Dealer under this Agreement has the following rights:

3.1. 本协议项下的经销商享有以下权利:

3.1.1. Carry out marketing and other activities aimed at the implementation of clause 1.1. actual agreement;

3.1.1. 开展旨在实施协议第 1.1 条的营销和其他活动;

3.1.2. Independently, on its own behalf and at its own expense, conclude agreements with all Buyers involved as a result of negotiations, advertising, marketing and other events organized by the Dealer, and assume all risks associated with the execution of these agreements;

3.1.2. 代表其自身并自费独立地与所有因经销商组织的谈判、广告、营销和其他活动而涉及的买家签订协议,并承担与执行这些协议相关的所有风险;

3.1.3. The Dealer has the right to use the rights of the official Supplier and the corresponding brand names for the marketing and sale of the Goods under this Agreement.

3.1.3. 经销商有权使用官方供应商的权利和相应的品牌名称来营销和销售本协议项下的商品。

3.2. The Dealer under this Agreement assumes the following obligations:

3.2. 经销商在本协议项下承担以下义务:

3.2.1. Timely and in full pay for the received Goods and services of the Supplier;

3.2.1. 及时全额支付供应商收到的货物和服务的费用;

3.2.2. In order to increase the volume of sales of the Goods, organize together with the Supplier and (or) take part in promotions (exhibitions, presentations, seminars, conferences, etc.);

3.2.2. 为了增加商品的销量，与供应商共同组织和（或）参加促销活动（展览、演示、研讨会、会议等）；

3.2.3. The Dealer ensures a high level of professional training for its sales representatives who will be entrusted with the implementation of the Seller's goods.

3.2.3. 经销商确保其销售代表接受高水平的专业培训，这些销售代表将被委托执行卖方的货物。

3.2.4. Not to disclose production secrets and other technical and commercial information obtained as a result of cooperation with the Supplier.

3.2.4. 不泄露因与供应商合作而获得的生产秘密以及其他技术和商业信息。

3.2.5. Use the Supplier's trademarks when conducting advertising campaigns for the Goods and for other purposes (when designing signboards, letterheads, business cards, etc.) only after obtaining approval for such use from the competent representatives of the Supplier. At the same time, the Trademarks of the Supplier remain the property of the Supplier, protected by applicable law from unauthorized use.

3.2.5. 只有在获得供应商主管代表的批准后，才能在为货物进行广告活动和用于其他目的（设计招牌、信笺、名片等时）时使用供应商的商标。同时，供应商的商标仍然是供应商的财产，受适用法律保护，不得未经授权使用。

3.2.6. Transfer to customer information about safety requirements and other information about the Goods received from the Supplier.

3.2.6. 向客户传输有关安全要求的信息以及有关从供应商收到的货物的其他信息。

3.2.7. Inform the Supplier of any defects in the Goods of which he has become aware.

3.2.7. 通知供应商其发现的货物的任何缺陷。

3.2.8. The Dealer, on his own and at his own expense, is obliged to carry out presentations of the entire list of Goods, including the allocation of a showroom for this purpose. The procedure and timing of presentations may be determined by the parties in an additional agreement to this Agreement.

3.2.8. 经销商有义务自行并自费展示整个商品清单，包括为此目的分配陈列室。演示的程序和时间安排可由双方在本协议的附加协议中确定。

4. PRICE, PROCEDURE FOR ORDERING, PAYMENT AND DELIVERY OF GOODS

4.价格、订购程序、付款和交付货物

4.1. Delivery of the Goods is carried out on the basis of the Dealer's Application in writing, transmitted by e-mail. Each Application must contain a list of the Goods ordered, indicating the desired shipping time and type of delivery.

4.1. 货物的交付是根据经销商通过电子邮件发送的书面申请进行的。每个申请必须包含订购的货物清单，注明所需的运输时间和交付类型。

4.2. The prices for the Goods at which the Supplier delivers the Goods to the Dealer are determined according to the current price list of the supplier, taking into account discounts in accordance with Appendix No. 1 of this Agreement.

4.2. 供应商向经销商交付货物的价格根据供应商当前的价目表确定，并考虑本协议附录 1 规定的折扣。

4.3. If necessary, prices can be changed by agreement of the parties by drawing up an additional agreement to this Agreement.

4.3. 如有必要，经双方同意，可在本协议的基础上另行签订附加协议，对价格进行变更。

4.4. Within 3 (three) calendar days from the moment the Parties agree on the Application, the Supplier sends by e-mail invoices for payment for the Goods or an official reasoned refusal to execute the Application.

4.4. 自双方同意申请之日起 3（三）个日历日内，供应商通过电子邮件发送货物付款发票或正式拒绝执行申请的理由。

4.5. The prices in the invoices issued by the Supplier to the Dealer for the supplied Goods are indicated in CNY yuan (USD dollars) in accordance with the prices valid at the time of receipt of the Application, taking into account the discounts specified in Appendix No.1 of this agreement, excluding VAT.

4.5. 供应商向经销商开具的所供应货物的发票中的价格按照收到申请时的有效价格以人民币（美元）表示，并考虑到附录 1 中规定的折扣。本协议第 1 条，不含增值税。

4.6. Payments for the Goods are made by the Dealer by transferring funds to the Supplier's settlement account in the following order:

4.6. 经销商通过按以下顺序将资金转入供应商的结算账户来支付货物:

4.6.1. - An advance payment in the amount of 30% (thirty percent) of the total price of the consignment of the Goods, according to the Specification, within 7 (seven) banking days from the date of receipt of the invoice for payment for the Goods;

4.6.1. - 根据规范, 在收到货物付款发票之日起 7 (七) 个银行工作日内预付货物托运总价的 30% (百分之三十) ;

4.6.2. - Payment in the amount of 70% (Seventy percent) before shipping date for the Goods.

4.6.2. - 在货物发货日期前支付 70% (百分之七十) 的金额。

4.7. A different payment procedure for the Goods supplied by the Supplier to the Dealer on the basis of this Agreement is determined in an additional agreement to this agreement.

4.7. 供应商根据本协议向经销商供应的货物的不同付款程序由本协议的附加协议确定。

4.8. The date of fulfillment by the Dealer of obligations to pay for the Goods is the date of receipt of funds to the settlement account of the Supplier.

4.8. 经销商履行货款付款义务的日期是供应商结算账户收到资金的日期。

4.9. The Goods specified in the Application must be shipped to the Dealer no later than 30 (thirty) calendar days from the date of receipt by the Supplier of the application or within other terms specified and agreed with the Supplier.

4.9. 申请中指定的货物必须在供应商收到申请之日起 90 (三十) 个日历日内或在与供应商指定并同意的其他条款内运送给经销商。

4.10. The date of fulfillment by the Supplier of obligations to supply the Goods is the date of their shipment / transfer to the Dealer, carrier or organization duly authorized by the Dealer, which is confirmed by the waybill with the appropriate mark of receipt.

4.10. 供应商履行供应货物义务的日期是指将货物装运/转移给经销商、承运人或经销商正式授权的组织的日期, 并通过带有适当收货标记的运单确认。

4.11. As soon as possible, the Supplier informs the Dealer by phone or by e-mail specified in Section 11 of this Agreement, the date of shipment of the Goods and the invoice numbers. The following accompanying documentation is attached to the product:

4.11. 供应商尽快通过本协议第 11 条中指定的电话或电子邮件通知经销商货物的装运日期和发票号码。 产品附带以下随附文档:

4.11.1. - application - 2 copies;

4.11.1. - 申请表 - 2 份;

4.11.2. - invoices - 2 copies,

4.11.2. - 发票 - 2 份,

4.11.3 - packing list,

4.11.3 - 装箱单,

4.11.4. - CMR waybill - 6 copies.

4.11.4. - CMR 运单 - 6 份

4.12. If the shipment to the destination is carried out by the Supplier, the Dealer shall reimburse the transportation costs from the point of departure to the point of destination.

4.12. 如果由供应商运送至目的地, 则经销商应报销从出发地到目的地的运输费用。

4.13. Ownership of the Goods and the risks of accidental loss or accidental damage to the Goods shall pass from the Supplier to the Dealer from the moment the Goods are accepted by the Dealer or a person authorized by him.

4.13. 从经销商或其授权人员接受货物的一刻起, 货物的所有权以及货物意外丢失或意外损坏的风险应从供应商转移给经销商。

4.14. Upon receipt of the ordered Goods, the Dealer is obliged to notify the Supplier of this within three days and send by e-mail to the Supplier the properly executed shipping documents (invoice, power of attorney, etc.).

4.14. 收到订购的货物后, 经销商有义务在三天内通知供应商, 并通过电子邮件向供应商发送正确签署的运输文件(发票、授权书等)。

5. VOLUME OF SALES PRODUCTS

5. 产品销售量

5.1. The parties agreed that the Dealer undertakes to sell the Supplier's products in accordance with the schedule and plan - Appendix No. 2 to this agreement. Deviations according to the plan are considered within the normal range if they do not exceed the reduction in the size of the implementation by 5-10%. The monthly purchase quantity form is in the additional agreement.

5.1. 双方同意经销商承诺按照时间表和计划(本协议附录 2)销售供应商的产品。根据计划的偏差如果不超过实施规模减少的 5-10%，则视为正常范围。每月采购数量表在附加协议中。

5.2. In case of product sales in excess of the agreed schedule, the Supplier gives the Dealer additional preferences and bonuses, which can be expressed as follows:

5.2. 如果产品销售超出约定的时间表，供应商给予经销商额外的优惠和奖金，具体可表述如下：

5.2.1. Deduction will be made in subsequent orders according to the excess quantity;

5.2.1. 后续订单将按超出数量进行扣减；

5.2.2. Also, the Supplier may establish other additional preferences not provided for in this Agreement.

5.2.2. 此外，供应商还可以制定本协议中未规定的其他附加优惠。

6. COMPLETENESS AND QUALITY OF PRODUCTS

产品的完整性和质量

6.1. Upon receipt of the Goods at the Dealer's warehouse, the latter checks the conformity of the nomenclature and quantity with the order, after which he signs the CMR invoice or acceptance certificate, which confirms the transfer of the Goods to the Dealer, claims for incompleteness, non-compliance with the nomenclature and (or) quantity, are sent to the Supplier no later than 2 (two) weeks from the date of acceptance of the Goods at the Dealer's warehouse.

6.1. 在经销商仓库收到货物后，经销商检查名称和数量与订单是否一致，然后签署 CMR 发票或验收证书，确认货物已转移给经销商，并对不完整的索赔，如

果不符合名称和（或）数量，将在经销商仓库收到货物之日起两（两）周内发送给供应商。

6.2. In case of detection of incompleteness or non-compliance with the order during the transfer of the Goods, an act is drawn up on the spot on the identified discrepancies.

6.2. 如果在货物转移过程中发现不完整或不符合订单的情况，将针对发现的差异当场制定行动。

6.3. Claims for completeness, range and (or) quantity are accepted within 2 weeks from the date of receipt of the Goods by the Dealer, namely from the date of signing the consignment note.

6.3. 自经销商收到货物之日起（即签署运单之日起）两周内接受有关完整性、范围和（或）数量的索赔。

6.4. The supplied Goods are warranted for a period of 12 (twelve) months from the date of receipt of the Goods.

6.4. 所提供的货物的保修期为自收到货物之日起 12（十二）个月。

6.5. In case of detection of manufacturing defects, the product will be replaced with a similar one, or repaired at the expense of the Supplier. After the expiration of the warranty period, the Supplier will have no obligation to replace or repair the defective Goods. The cost of dismantling, delivery and replacement of defective parts is not included in the Supplier's warranty.

6.5. 如果发现制造缺陷，产品将被更换为类似产品，或由供应商承担维修费用。保修期满后，供应商没有义务更换或修理有缺陷的货物。拆卸、交付和更换有缺陷部件的费用不包含在供应商的保修范围内。

7. RESPONSIBILITIES OF THE PARTIES

7. 双方的责任

7.1. In case of non-compliance with the terms of payment, the Dealer shall pay penalties in the form of a penalty in the amount of 0.1% of the amount of overdue payment for each day of delay in payment, if the Supplier so requests in writing. Penalties are accrued from the moment the Supplier submits a demand for the payment of penalties in writing or on the basis of a court decision that has entered into force.

7.1. 如果供应商不遵守付款条件,经销商应按照逾期付款金额的 0.1% 的形式支付罚金,每延迟付款一天,如果供应商提出书面要求。 罚款从供应商以书面形式或根据已生效的法院判决提交支付罚款要求的那一刻起开始计算。

7.2. In case of violation by the Supplier of the terms provided for in clause 4.9. , on the basis of a written request, the Supplier shall pay to the Dealer a penalty in the amount of 0.1% of the cost of the Goods for each day of delay, at the written request of the Dealer.

7.2. 如果供应商违反第 4.9 条规定的条款。 , 根据经销商的书面请求, 供应商应根据经销商的书面请求, 向经销商支付每延迟一天货物成本 0.1% 的罚款。

7.3. In case of violation of clause 2.2.2. ; 2.2.8. ; and 3.1.3. , the Supplier pays a fine to the Dealer in the amount of the annual turnover preceding such an event.

7.3. 违反第 2.2.2. 2.2.8. 和 3.1.3. 的情况, 供应商向经销商支付相当于该事件发生前年营业额的罚款。

7.4. Payment of penalties does not relieve the Parties from the proper performance of obligations under this Agreement and obligations directly related to and directly arising from the Agreement.

7.4. 支付罚款并不免除双方适当履行本协议项下的义务以及与本协议直接相关且直接由本协议产生的义务。

8. FORCE MAJEURE

8. 不可抗力

8.1. The Parties are released from liability under this Agreement in the event of force majeure circumstances (natural disasters, hostilities, prohibition of exports and imports, changes in legislation, etc.) that prevent the fulfillment of obligations under this Agreement or make its execution impossible.

8.1. 如果出现不可抗力情况(自然灾害、敌对行动、禁止进出口、立法变更等)导致无法履行本协议项下的义务或使其无法执行,则双方免除本协议项下的责任。

8.2. The Parties are obliged to officially notify each other of the occurrence and termination of force majeure circumstances within 5 calendar days by providing documentary evidence of the relevant state bodies (certificates (certificates) of the Chamber of Commerce and Industry).

8.2. 双方有义务在 5 个日历日内正式通知对方不可抗力情况的发生和结束，并提供相关国家机构的证明文件（工商会的证明（证书））。

8.3. In the event of the occurrence of the circumstances provided for in clause 7.1 of this Agreement, the deadline for the Party to fulfill its obligations under this Agreement is extended in proportion to the time during which these circumstances and their consequences are in effect.

8.3. 如果发生本协议第 7.1 条规定的情况，则一方履行本协议项下义务的期限将根据这些情况及其后果发生的时间按比例延长。

9. DISPUTES RESOLUTION

9. 争议解决

9.1. In case of disputes and disagreements, the Parties will strive to resolve them through negotiations, exchange of written claims.

9.1. 如有争议和分歧，双方将努力通过协商、交换书面索赔等方式解决。

9.1.1. The parties agreed that the claim procedure for settling the dispute is mandatory. The term for consideration of the claim is 10 (ten) calendar days from the date of its receipt.

9.1.1. 双方同意解决争议的索赔程序是强制性的。 索赔的审议期限为自收到索赔之日起十（十）个日历日。

9.2. All disputes, disagreements or claims arising out of or in connection with this agreement, including those relating to its validity, invalidity, violation or termination, are subject to resolution in the Arbitration Court of The Islamic Republic of Iran.

9.2. 因本协议引起的或与之相关的所有争议、分歧或索赔，包括与其有效性、无效性、违反或终止相关的争议、分歧或索赔，均须由伊朗伊斯兰共和国仲裁法院解决。

9.3. The applicable substantive and procedural law in resolving the dispute is the law of The Islamic Republic of Iran.

9.3. 解决争议适用的实体法和程序法是伊朗伊斯兰共和国法律。

10. TERM AND CONDITIONS OF TERMINATION

10. 终止的条款和条件

10.1. This Agreement shall enter into force upon its signing and shall be valid for 1 calendar year until June 30, 2027. From the moment of signing this Agreement, all previously reached agreements between the Parties relating to the subject of this Agreement become invalid.

10.1. 本协议自签署之日起生效, 有效期为 3 个日历年, 直至 2027 年 6 月 30 日。
自本协议签署之日起, 双方此前就本协议主题达成的所有协议均无效。

10.2. This Agreement shall be extended for each subsequent period of 1 year, unless terminated by written notification of either Party sent to the other Party at least 1 (one) month prior to the expiration date.

10.2. 除非任何一方在到期日之前至少一（一）个月向另一方发出书面通知终止本协议, 否则本协议应每期延长 1 年。

10.3. The Dealer has the right to terminate this Agreement unilaterally by notifying the Supplier in writing 1 (one) month before the date of termination, and demand the return of the funds previously transferred to the Supplier, in the following cases:

10.3. 在下列情况下, 经销商有权在终止之日起一（一）个月前以书面形式通知供应商, 单方面终止本协议, 并要求返还之前划转给供应商的资金:

10.3.1. - if the delay in delivery is more than 90 calendar days;

10.3.1. - 如果交货延迟超过 90 个自然日;

10.3.2. - in case of repeated (two or more times) violation by the Supplier of the terms of delivery of the Goods specified in the applications.

10.3.2. - 如果供应商重复（两次或多次）违反申请中指定的货物交付条款。

10.4. The Supplier has the right to terminate this agreement unilaterally by notifying the Dealer in writing 1 (one) month before the date of termination, and demand payment for the cost of the delivered Goods or return of the unpaid Goods, in the following cases:

10.4. 在下列情况下, 供应商有权在终止日期前一（一）个月以书面形式通知经销商单方面终止本协议, 并要求支付已交付货物的费用或退回未付款的货物:

10.4.1. - in case of repeated (three or more times) violation by the Dealer of the terms of payment for the Goods, provided for in clause 4.6. of this Agreement or an additional agreement and lasting without payment for more than 90 days in a row;

10.4.1. - 如果经销商重复(三次或以上)违反第 4.6 条中规定的货物付款条件。
本协议或附加协议的有效期超过 90 天且未付款;

10.4.2. - when deciding to terminate the production of the Goods;

10.4.2. - 决定终止货物生产时;

10.4.3. - in case of violation by the Dealer of the Supplier's copyrights;

10.4.3. - 经销商侵犯供应商版权的情况;

10.4.4. - 经销商侵犯供应商商业秘密的情况;

10.4.4. - in case of violation by the Dealer of the trade secret of the Supplier;

10.5. Under other circumstances, this Agreement may be terminated by the Parties in cases provided for by the current legislation of The Islamic Republic of Iran.

10.5. 在其他情况下, 双方可在伊朗伊斯兰共和国现行法律规定的情况下终止本协议。

10.6. In case of termination of the contract without explanation, the Supplier is obliged to pay the Dealer compensation in the amount of the turnover for the last 12 months preceding the date of the notice of termination of the contract.

10.6. 如果在没有任何解释的情况下终止合同, 供应商有义务向经销商支付合同终止通知日期前最后 12 个月营业额的赔偿金。

11. OTHER TERMS

11. 其他条款

11.1. Neither Party has the right to transfer its rights under this Agreement without obtaining the written consent of the other Party.

11.1. 未经另一方书面同意, 任何一方均无权转让其在本协议项下的权利。

11.2. Any changes or additions to this Agreement will be valid only if they are made in writing and signed by both Parties.

11.2. 本协议的任何更改或补充只有以书面形式作出并经双方签署后才有效。

11.3. The parties agree that all documents that are copies and transmitted via Internet electronic communication to the E-mail addresses specified in the details of the parties

have the force of the original, and the specified E-mail addresses are truly owned by the parties.

11.3. 双方同意，通过互联网电子通信方式复制并发送至双方详细信息中指定的电子邮件地址的所有文件均具有原件的效力，且指定的电子邮件地址真正归双方所有。

11.4. All information that has become known to any of the Parties in connection with the execution of this Agreement and meets the conditions of trade secret shall not be disclosed to third parties during the term of this Agreement and within 3 years after its termination, regardless of the reasons for termination of the Agreement.

11.4 任何一方因执行本协议而知悉且符合商业秘密条件的所有信息，均不得在本协议期限内及协议终止后 3 年内向第三方披露，无论其情况如何。终止协议的原因。

11.5. In the event of a change in the details of the Parties specified in clause 11 of this Agreement, the Party whose details have changed is obliged to notify the other Party within 5 (five) business days.

11.5. 如果本协议第 11 条中指定的双方的详细信息发生变化，详细信息发生变化的一方有义务在 5（五）个工作日内通知另一方。

11.6. This agreement is in Chinese, English has the same legal effect. If there is any conflict between the three languages, the English language shall prevail.

11.6. 本协议有中文、英文文本，具有同等法律效力。如果三种语言之间存在任何冲突，则以英语为准。

11.7. This Agreement is made in two copies, having equal legal force, one copy of each of the Parties.

11.7. 本协议一式两份，具有同等法律效力，双方各执一份。

12. DETAILS OF THE PARTIES

12. 银行付款信息

Dealer:

Supplier:

Bank: Bank Of China Shanghai Huang Du Sub-branch

SWIFT Code: BKCHCNBJ300

Account: 449484797300

Address: No.65 Lvyuan Road Jiading District Shanghai China

Bank code: 104290075030

Bank phone: +86 21 59596889

Shanghai EHO Valve Co., Ltd



SAYAL GOSTAR PALAYESH NOVIN