

Export Cooperation Agreement with Overseas Distributor (Version requiring 50% of market price as deposit prior to shipment)

Contract No. : _____
Place of Signing : _____
Date of Signing : ____/____/____ (YYYY/MM/DD)

Party A (Export Supplier/Seller):

Company Name : _____
Unified Social Credit Code : _____
Address : _____
Contact Person & Phone : _____
Email : _____

Party B (Overseas Importing Distributor):

Company Name : _____
Country/Region of Registration : _____
Company Registration No. : _____
Overseas Address : _____
Contact Person & Phone : _____
Email : _____

Based on the principles of equality, voluntariness, and good faith, Party A and Party B have reached a long-term cooperation agreement regarding Party B's role as Party A's authorized overseas distributor for the procurement and sale of Party A's products. Both parties agree to abide by the following terms:

Article 1: Scope and Nature of Cooperation

1. Party A authorizes Party B to act as the product distributor for the designated territory (Country/Region: _____) and to legally sell the products designated by Party A.
2. This agreement serves as a long-term cooperation framework. Specific details for subsequent shipments—including quantity, specifications, and delivery dates—shall be governed by orders confirmed by both parties. All orders shall be subject to the payment, deposit, and shipment rules stipulated in this agreement.
3. Scope of Products: _____
(Specify product names, categories, and model ranges)

Article 2: Pricing Standards and Deposit Rules (Core Terms)

1. The pricing basis for all products shipped under this agreement shall be Party A's unified external retail market price ("Market Price").
2. Pre-shipment Deposit: Upon placing an order for a specific batch, Party B must pay a deposit to Party A equivalent to [50% of the total Market Price] of the goods in that batch.

3. Party A's Payment and Shipment Policy: Party A shall arrange for stock preparation, packaging, customs declaration, and shipment only after confirming receipt of the full 50% Market Price deposit from Party B. If the full deposit is not received, Party A reserves the right to delay, postpone, or cancel the shipment without incurring any liability for breach of contract.
4. Nature of Deposit: The 50% deposit shall be applied directly toward the payment for this batch of goods and shall not be used to offset security deposits or liquidated damages (except in the event of a breach of contract).

Article 3: Settlement Method for the Balance

1. The remaining 50% of the payment shall be settled according to the method selected below (choose one):
 - Method 1 : Party B shall settle the balance within ____ days after Party A ships the goods;
 - Method 2 : Party B shall settle the balance within ____ days after the goods arrive at the port or are signed for and inspected without issue;
 - Method 3 : Agreed separately by both parties: _____.
2. All payments shall be settled in USD or RMB (choose one) and transferred to the corporate account designated by Party A.

Article 4: Payment Information

Party A's designated collection account:

Account Name : _____

Bank : _____

Account Number : _____

SWIFT Code (for overseas transfers): _____

Article 5: Preparation, Delivery, and Logistics

1. After Party B places an order and pays the 50% deposit, Party A shall complete the preparation and shipment arrangements within ____ working days.
2. Mode of transport, freight cost responsibility, and trade terms (EXW/FOB/CIF): _____
3. Customs declaration and export formalities shall be handled by Party A in accordance with Chinese export compliance procedures; Party B shall be responsible for customs clearance, taxes and fees, delivery, and local sales compliance in the destination country.

Article 6: Product Quality and Inspection

1. Products shipped by Party A shall comply with factory quality standards and industry standards.
2. If Party B has any objections regarding product quantity, appearance, or packaging, it must notify Party A in writing within ____ days of signing for the goods; failure to do so shall be deemed as acceptance of the goods as correct and compliant.

Article 7: Rights and Obligations of Both Parties

****Rights and Obligations of Party A****

1. Guarantee that products are legal, compliant, and eligible for export; provide basic documentation such as shipping documents, packing lists, and invoices.
2. Fulfill the contract and ship the goods on time after receiving the full 50% deposit from Party B.
3. Maintain the product pricing system and refrain from maliciously disrupting Party B's regional distribution market.

****Rights and Obligations of Party B****

1. Party B shall strictly adhere to the terms of this Agreement by paying a deposit equivalent to 50% of the market price prior to shipment; Party B shall not default on the payment of the deposit or the balance of the purchase price.
2. Party B shall conduct business lawfully within the authorized territory and is prohibited from engaging in cross-territory sales or disrupting the market through low-price or unauthorized pricing practices.
3. Party B is responsible for overseas end-market sales, after-sales coordination, and local customer relationship management.

****Article 8: Breach of Contract****

1. If Party B fails to pay the 50% deposit on time after placing an order, Party A may unilaterally cancel the order or postpone the delivery date without incurring any liability for compensation.
2. If Party B cancels an order for which the deposit has already been paid without valid reason, the 50% deposit shall be forfeited to Party A to cover losses associated with stock preparation and shall not be refunded.
3. If Party A fails to ship goods without valid reason or maliciously delays shipment after receiving the full deposit, Party A must refund the deposit to Party B and bear liability for any resulting losses.
4. Should either party violate distribution rules or commit a malicious breach of contract, the non-breaching party reserves the right to terminate the cooperation and seek compensation for damages.

****Article 9: Term of Cooperation****

The term of cooperation under this Agreement shall be from _____ [Year/Month/Day] to _____ [Year/Month/Day].

If neither party raises an objection upon expiration, the term shall automatically extend; if termination is desired, the party seeking termination must provide 30 days' prior written notice to the other party.

****Article 10: Confidentiality and Intellectual Property Rights****

1. Both parties shall maintain perpetual confidentiality regarding cooperation pricing, customer information, product data, and the contents of this Agreement.
2. Trademarks and intellectual property rights associated with Party A' s products remain the exclusive property of Party A; Party B may use them solely for the purpose of distribution and sales under this Agreement and is prohibited from misappropriating, altering, or re-branding the products.

****Article 11: Dispute Resolution****

1. This Agreement shall be governed by the laws of the People's Republic of China.
2. Any disputes arising between the parties shall be resolved primarily through consultation; if consultation fails, the dispute shall be submitted to the People's Court located in Party A' s jurisdiction for litigation.

****Article 12: Miscellaneous Provisions****

1. This Agreement serves as the overarching framework for the cooperation between the parties, and all subsequent orders shall be subject to the terms herein.
2. This Agreement is executed in duplicate, with each party holding one original copy; it shall become effective immediately upon signing and affixing of the official seal, and both copies shall carry equal legal force. 3. For matters not covered herein, the parties may enter into a supplementary agreement; such supplementary agreement shall have the same legal force and effect as this Agreement.

Party A (Seal): _____

Representative' s Signature: _____

Date: ____/____/____ (YYYY/MM/DD)

Party B (Seal/Signature): _____

Representative' s Signature: _____

Date: ____/____/____ (YYYY/MM/DD)