

(PLC ELECTRONICS L.L.C)

国际经销商协议

INTERNATIONAL DISTRIBUTOR AGREEMENT

Party A (NAME)

BY : _PLC ELECTRONICS L.L.C

ADDRESS : _rainbow building, Ayyal Nasser Road, Deira-Dubai-United

EMAIL : songxiaoyu0305@163.com

TITLE : General Manager

Party B (NAME)

BY : Rabie Al-Qasim co General Trading Limited

ADDRESS : Altaqafia ALMajmoaa AL Mosul -iraq

EMAIL : rabea_alkassem2007@yahoo.com

TITLE : General manager

合同编号(CN NO.): KXD2025022201A

签约地点(SIGNED AT): DUBAI

签约时间(DATE): 2025-02-22



*[Handwritten signature]*¹⁸

2025-2-24

国际经销商协

INTERNATIONAL DISTRIBUTOR AGREEMENT

1. Appointment and Acceptance (指定与接受)

This INTERNATIONAL DISTRIBUTOR AGREEMENT is made and entered into effect on the basis of mutual benefit by and between **PLC ELECTRONICS L.L.C AND Rabie Al-Qasim co General Trading Limited**

1.1 Products (产品)

The term product shall mean all the designed, developed, and manufacture . (within this agreement, **PLC ELECTRONICS L.L.C** is Party A and Rabie Al-Qasim co General Trading Limited is Party B)

本协议由深圳市垦鑫达科技有限公司和 **PLC ELECTRONICS L.L.C** 在平等互利的基础上签订 (在本协议中, 深圳市垦鑫达科技有限公司为甲方, Rabie Al-Qasim co General Trading Limited 为乙方) 指所有由甲方设计、开发、生产的产品。

1.2 Party A hereby appoints Party B is the distributor of the KXD brand mobile phone in the designated Distribution Territory of IRAQ .Two parties agree to sign this "Agreement" on the following terms and conditions.

甲方指定乙方为 KXD 品牌手机在指定区域 IRAQ 的经销商, 双方同意按下列条件签订本协议。

1.3 The "Distribution Territory" shall means the geographic area agreed by both parties in this agreement. Without a written letter of authorization from Party A, Party B shall not sell KXD brand mobile phone outside the designated distribution territory in the any form.

关于“经销区域”指在本协议中所约定的地理区域, 未经甲方书面授权, 乙方不能以任何形式在指定经销区域之外销售 KXD 品牌手机。

1.4 Party B's purchase order quantity shall not be less than 10000 sets every months,the quantity must be increased by 10% in per month thereafter.

Party A have the right to cancel Party B as distribution if Party B's purchase order quantity is less than 5000 sets every month.

This agreement shall be terminated automatically, if Party B fails to take delivery of the goods for three consecutive months.

乙方每个月订单数量至少 1万 台, 之后每个月的数量必须以 10% 的速度递增。

若乙方每个月的订单数量达不到 5000 台, 甲方有权取消乙方的经销权。

若乙方连续三个月不提货, 则本协议自动终止。

1.5 Party B should provide Party A with the company information such as business license, etc. And ensure that all business activities of Party B in local are legal and compliant.

乙方应向甲方提供营业执照等公司信息资料, 并确保乙方在当地的所有经营活动都是合法合规的。



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2. DURATION OF THE AGREEMENT (合同有效期)

The term of this agreement shall be for a fixed period of 3 Years, effective from the date of signing. Terminated automatically after the expiration of such period, unless renewed by both parties after the expiration.

此协议的有效期限是三年，自签署之日起生效。双方在期满之后需要续签，否则期满后协议自动终止。

3. Prices and Terms (价格和合作条款)

3.1 The product prices quoted does not include any national, state or local sales expenses, use taxes, value added taxes, customs duties and other taxes in the local country, etc. Similar taxes and fees shall be born by Party B.

报价不包含当地国家的销售费用、使用税、增值税、关税和其他税等，类似这些税费应由乙方承担。

3.2 All payments shall be made in United States Dollars and T/T

乙方付款将以美金作价，付款方式为 T/T.

3.3 The payment terms ,70 % deposit in advance , 70% balance payment before goods shipping .

付款条件是订单签署后一个工作日内支付订单金额的 30%作为订金，70%尾款出货前付清。

4. The Obligations of Party A (甲方职责)

Party A will, during the term of Agreement:

在协议有效期内，甲方需遵守以下条款：

4.1 Furnish Party B with product promotional files.

向乙方提供产品宣传资料。

4.2 Party A may arrange technical or sales personnel to assist Party B in solving technical or sales problems during the cooperation period.

在合作期间甲方可安排技术或销售人员协助乙方解决技术或销售问题。

4.3 Party A shall receive prospective customers from Party B, and allows customers to visit the instruments and equipment.

甲方需接待由乙方介绍至甲方公司的意向客户，容许客户参观公司的仪器和设备。

4.4 Party A shall assist Party B make quarter and annual sales plan, and also offer help and assistance to Party B for it to better achieve sales plans.

甲方协助乙方制订季度、年度销售计划，并为乙方更好地完成销售计划提供帮助和支持。

5. The Obligations of Party B (乙方职责)



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Party B and its signatories hereby guarantee and represent that.

乙方公司及其签约人在此保证并声明:

5.1 Party B is a formal and reputable business entity with the qualification to sell Party A's products, and the Company will comply with all local laws and regulations.

乙方是正规的、信誉良好的企业实体, 具备销售甲方产品的资质, 公司将遵守当地的所有法律法规。

5.2 Party B guarantee not sell KXD brand mobile phone outside the designated distribution territory.

乙方保证不在指定的经销区域之外 KXD 品牌的手机。

5.3 Party B is and will remain an independent contractor with respect to its relationship with Party A. Party B can not to change Party A's terms and conditions of sale, can not to sign contracts or make quotations on behalf of Party A, can not to bind Party A in any transactions with it's customers or government or third parties.

就乙方与甲方的合作关系而言, 乙方现在及将来都是独立的经销商。乙方没有权力更改甲方的销售条款和条件、不能代表甲方签订合同或进行报价、不能在任何与客户/政府机构和第三方的交易行为中绑架甲方。

5.4 Party B should make the payment in full and within the prescribed time. And if it defers, Party B must pay 3% of the outstanding payment to Party A as liquidated damages for each day overdue.

乙方应依约按时足额支付货款, 否则每逾期一日, 需支付未付货款的 3 %给甲方作为违约金。

6. Purchase Orders (采购订单)

Party B's purchase order should be send to Part A with in writing, the purchase order shall take effect when Party A signs and seal.

乙方的采购订单需以书面形式发给甲方, 自甲方签字盖章之日起生效。

7. Delivery/Title/Risk of Loss (交付/货权/风险)

7.1 Delivery of all products of purchase order shall be made on FCA terms at carrier designated by Party B. The International Chamber of Commerce Incoterms shall apply.

所有订单的贸易术语为 FCA 乙方指定的承运人, 适用国际商会国际贸易术语解释通则。

7.2 Title and Risk of the products shall pass to Party B when Party A delivers the goods to the carrier designated by Party B.

当甲方将货物交付给乙方指定的承运人时, 货权和货物风险一起全部转移到乙方。

7.3 The delivery time of all accepted orders will be based on Party A's current production schedule. Party A shall not be responsible for failure to deliver in time or comply with any provision of this Agreement if such non performance is due to causes beyond its reasonable



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control such as, but not limited to, War and epidemic, Act of God, fire, inability to timely procure materials from suppliers, etc. In such event, the delivery time shall be delayed accordingly.

所有订单的交货时间将以甲方当下生产排期情况为基准。如果因不可抗力因素导致甲方不能及时发货或者履行该合同中提及的义务，甲方不承担责任。不可抗力因素包括但不限于战争、疫情、天灾、火灾、无法及时从原材料厂商采购材料等。在这种情况下甲方交货的时间可以相应地延迟。

8. Confidential Information and Rights of Party A (保密条款)

8.1 For the purpose of sales, Party A may inform Party B of the technology, product information, marketing strategy, etc of the relevant products. The above information, materials, terms and conditions and the information of this contract including sales data are Party A's trade secrets, and Party B is obliged to keep such trade secrets and shall not disclose them to any third party at any time or in any form without Party A's written permission. If disclosure is required by law, it shall immediately notify Party A in writing. Party B shall not use the Confidential Information for any purpose other than to fulfill its obligations hereunder.

出于销售目的，甲方可以告知乙方相关产品的技术、产品信息、营销策略。以上信息、资料、条款及此份合同的信息包括销售数据均属于甲方商业秘密，乙方有义务保守该商业秘密，未经甲方书面许可不得在任何时候、以任何形式将其泄露给任何第三方。如受法定要求披露，应立即以书面形式告知甲方。除了履行本合同的义务，乙方不能将机密信息用于其他任何目的的行为。

8.2 During the term of this Agreement, Party B is authorized to use Party A's trademarks for the products. Party B acknowledges that Party A owns and retains all trademarks, copyrights and other proprietary rights in the Products. Party B agrees that it will not at any time during or after the termination of this Agreement seek to register any trademark, trade name, copyright or proprietary rights or take any action which may adversely affect any trademark, trade name, trade secret, or copyright belonging to Party A.

在协议有效期内，甲方许可乙方使用其商标。乙方承认产品的商标所有权、知识产权、以及其他所有权归甲方所有。乙方同意不论是在协议有效期内或者协议到期之后不会试图去注册任何本属于甲方的商标、知识产权和其他所有权，不会做出任何试图侵占甲方商标、商业秘密和知识产品的行为。

9. Infringement Indemnification (侵权赔偿)

Party A disclaims all warranties regarding the Products delivered hereunder, by infringing the IP rights of Party A either express or implied, statutory or otherwise, including without limitation warranties of functionality, marketability, fitness.

如果侵犯了甲方的知识产权，无论是直接的还是间接的，合法的还是其他的。甲方拒绝就本协议项下交付的产品作出任何保证，包括但不限于功能性、适销性、适用性的保证。

10. AGREEMENT TERMINATION (合同终止)

10.1 When the contract agreement period is expired and two parties did not renew this agreement. The agreement is terminated automatically.

协议期限届满，甲乙双方未再续签的，本协议自动终止。

10.2 Upon the agreement of both parties, the agreement can be terminated within the duration of the agreement.



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在协议有效期内，经甲方双方协商一致后，可以终止本协议。

10.3 The greement can not be continued because of force majeure, the agreement is terminated.
因不可抗力致使本协议无法再履行的，本协议终止。

10.4 Party A may terminate this agreement at any time prior to the expiration of its stated term upon the occurrence of any of the following events, each of which is expressly declared to be "Just Cause" for termination of this agreement:

在本协议规定的期限届满前，如发生下列任何一种情况，甲方均可随时终止本协议，并明确声明每种情况为终止本协议的“正当理由”：

10.4.1 Party B fails to execute the obligation of this agreement and do not abide by the clauses listed in this agreement, including:

- (1) Party B sales the products outside the designated distribution territory in this agreement.
- (2) Party B deferring the due payment for 20 days or deferring the payment over 3 times.
- (3) Leaking the commercial secrets deliberately or Accidental error.
- (4) Widely complained or public criticism by media because of bad management and service which seriously hurt the credit and image of Party A.
- (5) Fully or partially assign the responsibility this agreement without the permission of Party A.
- (6) Party B fails to complete purchase order quantity per month and fails to make improvement within 60 days following Party A's notifies and urges to Party B.
- (7) Party B fails to perform any other obligation, warranty, duty or responsibility under the Agreement, and unremedied within 60 days of following Party A's notices to Party B.
- (8) Party B fails to take delivery of the goods for three consecutive months.

乙方不履行本协议义务，不遵守本协议所列条款，包括：

- (1) 乙方在本协议规定的区域以外销售产品；
- (2) 乙方逾期付款 20 天，或逾期付款 3 次以上的；
- (3) 故意或重大过失泄露甲方商业秘密；
- (4) 因管理和服务问题引起大量投诉或被媒体曝光批评、严重损坏甲方经营体系商誉；
- (5) 未经甲方同意，擅自转让本协议全部或部分责任的；
- (6) 乙方无法完成每月订单数量，并且在甲方提醒敦促其 60 天之内仍未改善的；
- (7) 乙方不履行本协议规定的其他的义务、承诺、义务或者责任，且在甲方通知乙方 60 天之内仍无改进的。
- (8) 乙方连续三个月不提货。

10.4.2 Party B becomes insolvent; proceedings are instituted by or against it in bankruptcy, insolvency, reorganization or dissolution.

乙方出现财政困难、破产、财政赤字、企业重组。

10.4.3 Party B is merged, consolidated, or substantially changes the nature or character of its business, or substantially changes its management ownership or principals.

乙方被收购、或者大规模改变其业务性质，或管理层做出大规模的变动。

10.5 Upon termination hereby by either party:



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关于终止协议条款:

10.5.1 All outstanding payments must be paid to Party A immediately and in full.

乙方所有欠款必须马上完全支付。

10.5.2 Purchase order received from Party B and accepted by Party A prior to termination of this agreement shall be fulfilled in accordance with their terms.

本协议终止前经双方确认的订单必须按相关要求完成。

10.5.3 Upon termination of this Agreement, Party B shall immediately stop using Party A's trademark, logo and other intellectual property rights, and return all materials provided by Party A.

本协议终止后, 乙方应立即停止使用甲方商标、标识等知识产权, 返还甲方提供的所有资料物品。

11. Governing Law (管辖法条款)

This agreement shall be governed by and construed in accordance with United Nations Convention on Contracts for the International Sale of Goods 1980 and the International Rules for the Interpretation of Trade Term 2010. In others, this contract shall be governed by and governed by the laws of the People's Republic of China.

本协议适用于《1980年联合国国际货物销售合同公约》以及《2010年国际贸易术语解释通则》。在其它方面, 本合同应遵守中华人民共和国法律并受其管辖。

12. Dispute Resolution (争议解决)

12.1 In the event that parties are unable to informally resolve any dispute, claim, demand, or controversy arising out of the performance of this Agreement, both parties must apply to Shenzhen International Arbitration Court, the trial sites in Shenzhen. Arbitration apply to summary procedure.

如果双方之间不能通过非正式的方式解决因履行本协议而产生的任何争议、索赔、要求或争议, 均应提交深圳国际仲裁院仲裁, 开庭地点在深圳。仲裁适用简易程序。

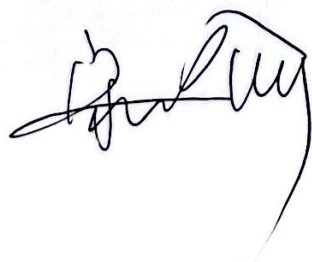
12.2 Attorney Fees (律师费)

If any party shall commence any action or proceeding against another that arises out of the provisions hereof, or to recover damages as the result of the alleged breach of any provisions hereof, the prevailing party therein shall be entitled to recover all reasonable costs incurred in connection therewith, including reasonable attorney's fees.

如果任何一方因本协议条款而对另一方提起任何诉讼或诉讼, 或因涉嫌违反本协议条款而要求赔偿损害, 胜诉方应有权追讨与此相关的所有合理费用, 包括合理的律师费。

13. Limitation of Liability (责任限制)

Neither Party A nor Party B shall be liable to the other, or to Party B's customers, for any special, indirect or consequential damages, including but not limited to loss of profits, loss of business opportunities, or loss of business investment.

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甲乙双方均不对对方或乙方的客户承担任何特殊的、间接的或后果性的损害责任，包括但不限于利润损失、商业机会损失或商业投资损失。

14. Indemnification (补偿金)

Party B agrees to indemnify and hold Party A harmless from any costs, claims, damages, losses, liabilities, or expenses (including reasonable attorney's fees) asserted by any third party resulting from Party B's breach of the agreement, any inaccurate or unauthorized representation or warranty made by Party B, or failure to confirm to local laws and regulations.

如果因乙方违反本协议、乙方作出不准确或未经授权的陈述或保证、或乙方不符合当地法律法规，而导致任何第三方主张的任何费用、索赔、损害赔偿、损失、债务、或支出(包括合理的律师费)，乙方同意赔偿并使甲方免受任何损害。

15. Assignment (转让)

Both of Parties can not assign any rights or obligations in this Agreement without the prior written consent of the other.

未经另一方事先书面同意，双方不得转让本协议中的任何权利或义务。

16. Notices (通知)

All notices and requirements under this Agreement shall be made in writing and shall be sent by E-mail to the Recipient's E-mail address.

本协议项下的所有通知和要求应以书面为之，并以电子邮件的方式发送到接收方的邮箱地址。

17. Integrated Agreement (综合协议)

This Agreement constitutes the entire understanding and agreement between Party A and Party B and terminates and supersedes all prior formal or informal understandings.

本协议囊括了甲乙双方之间的全部约定和协议，此协议将取代之前所有的正式或非正式的约定。

18. Language (语言)

This agreement has been written in English and Chinese Language. However, in case of error of disagreement, the Chinese version will be the only implementation standard.

该协议以英语和中文书写而成。若有歧义，将以中文版本为唯一执行标准。

Party A (NAME)

BY : PLC ELECTRONICS L.L.C

EMAIL:songxiaoyu0305@163.com

SIGNATURE: _____

DATE : _____

2025. 2. 24



Party B (NAME)

BY: Rabie Al-Qasim co General Trading Limited

EMAIL _rabea_alkassem2007@yahoo.com

SIGNATURE : _____

DATE : _____