

Distributor Agreement

Part I

Appointment of distributorship

Geetech hereby permits _____ as nonexclusive distributor of the Geetech products exhibited in the Geetech [warehouse website](#) on condition that _____ agrees with all the articles in this agreement. It is understood that Geetech cannot lawfully prevent its distributors located elsewhere from supplying products for sale or use within the Territory and that it has no obligation to do so.

Geetech reserves the right to directly or indirectly sell all products to other distributors and end customers.

Part II

Relationship of Parties

Distributor is an independent contractor and is not the legal representative or agent of Geetech for any purpose and shall have no right or authority (except as expressly provided in this Agreement) to incur, assume or create in writing or otherwise, any warranty on the part of Geetech. Geetech shall not exercise any control over any of Distributor's employees, all of who are entirely under the control of Distributor. Distributor shall be responsible for the acts and omissions of Distributor's employees.

Nothing contained in this Agreement shall be deemed to create any partnership or joint venture relationship between the parties.

Part III

Qualifications of Distributorship

Distributor should agree with the following terms so that this distributorship will be effective.

Actual retail price should be no less than 70% of Geetech online store retail price for the same product.

The minimum amount of per warehouse order is \$500; the minimum amount of quarterly warehouse order is \$1000.

Distributor should maintain sufficient sales force in order to adequately serve the territory.

Distributor should make efforts to boost the sale of the products and provide adequate support.

Distributor should not assign or sublicense any of its right or duties under this agreement to any third party without the permission of Geetech.

Part IV

Product, price and discount

Product

All the products available for distribution are exhibited in Geetech [warehouse website](#) .Geetech reserves the right, in its sole discretion, to add items to or delete items from the product catalogue, and to modify or update the features of any products at any time without notice.

Price

All prices stated are FOB Shenzhen.

Price does not include transportation costs, import duties, government permit fees, license fees, customs fees and other similar fees which can be varied across countries. Distributor should take full responsibility for all of them.

Geetech reserves the right to modify the price of products without notice.

Discount & Bonus

30% gross profit rate in average for warehouse order. (Some products are listed with different discounts, but the price is based on the warehouse listings)

Grade bonus according to last quarter warehouse order is listed below:

Amount of quarterly purchase	Bonus (in percentage of the purchase amount)
\$2000 - 3000	5%
\$3000 - 4000	5.5%
\$4000 - 5000	6%
\$5000 - 6000	6.5%
\$ 6000 - 8000	7%
\$ 8000 - 10000	7.5%
\$10000 - 15000	8%
\$15000 - 20000	9%
\$20000 above	10%

Please note:

1. Bonus coupon is only available for online payment deals.
2. Bonus coupon is only valid for 6 months. The term of validity of coupon should be within the validity of distributor permit.

Part V

Payment

Payment term

Geetech encourages payment before delivery. Geetech reserves the right to revoke any credit extension in its sole discretion.

Payment methods

Geetech accepts both PayPal and wire transfer.

For order over \$2000, wire transfer is preferred. In this circumstance, 3% extra discount will be applied for the subtotal (the subtotal considered is the total excluding the shipping cost, and will be calculated at checkout) as an incentive to pay by wire transfer.

Please allow 3-5 business days for international wires to clear. A record of the transaction from your bank is not sufficient to release an order, but may help to shorten the delivery time.

Part VI

Delivery

Packing

Geeetech shall, at its expense, pack all products in accordance with Geeetech's standard packing procedure, which shall be suitable to permit shipment of the products to the Territory; provided, however, that if Distributor requests a modification of those procedures, Geeetech shall make the requested modification and Distributor shall bear any reasonable expenses incurred by Geeetech in complying with such modified procedures which are in excess of the expenses which Geeetech would have incurred in following its standard procedures.

Delivery time

Delivery date can be varied. Basically, it depends on the payment status of the distributor.

We ship out distributor's online order within 3 working days.

Geeetech warehouse will indicate the delivery date of distributor's warehouse order.

Shipment

All shipments of Geeetech shall be made FOB Shenzhen and liability for loss or damage in transportation, or thereafter, shall pass to distributor upon our delivery of products to a common carrier for shipment.

Distributor should bear all costs of transportation and insurance and should promptly reimburse Geeetech if we prepay or somehow pay for such expenditure.

Orders normally are shipped with DHL. We also provide the other express service you may prefer, such as TNT, FedEx, and EMS.

Orders will not be processed for delivery or pickup until payment has been cleared.

Orders will not be shipped freight collect, no exceptions. If you have an express account, we will be glad to use it for the delivery expenses.

Orders from online store and warehouse will not be combined as they are processed in a quite different way. However, either your online store orders or warehouse orders can be integrated.

Part VII

Products update

If Geeetech now or hereafter manufactures or distributes, or proposes to manufacture or distribute, any new products, Geeetech shall immediately notify Distributor of that fact and of all details concerning that product through news letter. Distributer has the right to determine whether to purchase or not.

Page link

On condition that a distributor placed quarterly over \$2000 warehouse order for two quarters in a row, and submitted a request to the warehouse manager. Geeetech will add the distributor's logo into the distributor page.

Service

To assist Distributor in charge of this service and maintenance function, Geeetech shall provide service

and maintenance training to any reasonable number of Distributor's personnel as Distributor shall designate. Distributor shall be responsible for customers who purchased from you directly, Distributor shall, at its expense, fully explain and demonstrate to the customer the proper method of operating and maintaining the products. For problems that are beyond the Distributor, Geeetech will assist you resolve it.

Support

Geeetech shall, during the term of the distributorship created by this Agreement and any extension thereof, upon request, assist the distributor on advertising, sales promotion, and public relations campaigns, including providing distributor with the trademarks, trade names, logos, instruction of the products, and necessary technical support and assistance to promote the sale of the products.

Part VIII

Warranty

Geeetech guarantees all products to be free from defects in material or workmanship under normal use and service for a period of one year from the date of delivery. If any defect occurs within this scope of the warranty, please notify us immediately, we will send the replacements or refund the payment and afford the cost.

Warranty will be invalid if the products were not using or operating in a proper way. In this case, Geeetech will not take the responsibility.

Geeetech will not be responsible for any extra warranty provided by a distributor to an end user.

Part IX

Confidential information and privacy

Confidential information

Written Technical data, drawings, plans and engineering in technical instructions pertaining to the products are recognized by Distributor to be secret and confidential and to be the property of Geeetech. Those items shall at all times and for all purposes be held by Distributor in a confidential capacity and shall not, without the prior written consent of Geeetech, be disclosed by Distributor to any person, firm or corporation.

Privacy

Geeetech is committed to the security of your privacy.

Geeetech will take all technical precautions to protect your personal information from losing and misusing. However, data transmission over the internet is inherently insecure, and we cannot guarantee the security of data sent over the internet.

Distributors are responsible for keeping its password and user details confidentially to which we have no access.

Part X

Duration and termination

Duration

This Agreement shall be valid for one year from the effective date on of this Agreement, and will be automatically extended. There will be a written notice if the expiration date is about to change.

Termination

This Agreement shall be in effect from the effective date hereof until being terminated by either party

at will, with or without cause, upon written notice by mail at any time. Geeetech will review a distributor at the end of every quarter. At that time, Geeetech will verify if the distributor is satisfactorily upholding the obligations stipulated in part II. If Geeetech determines, in its sole and unfettered discretion, that a distributor is not fulfilling its obligations of part II, or any other sections in this Agreement, reasonable action may be taken, including the termination of the distributorship.

\$1000 is the stipulated minimum amount of the quarterly warehouse order. A written notice will be sent to those distributors who cannot reach this minimum. In addition, another upgrade written notice will be sent if a distributor cannot achieve this minimum for two quarters in a row.

If a distributor cannot provide an acceptable reason after receiving the written notice, Geeetech may deem that you either cannot, or do not want to maintain the distributorship with us and you may be completely removed from Geeetech's distributor list. And the distributorship terminates.

Authorized officer:

Date:

Note:

Distributor policy might be adjusted accordingly and suggestions would be always welcomed.