

Pixxo Brand

Sales Agency Program Agreement

Pixxo 品牌

銷售代理協議書

Contract No.: _____

(合同號)

Date: _____

(日期)

This Agreement is entered into between the parties concerned on the basis of equality and mutual benefit to develop business on terms and conditions mutually agreed upon as follows:
 本協議由湧淙光電股份有限公司(以下稱 EOC)及 _____(以下稱 Pixxo 品牌產品銷售代理)雙方在平等互惠的基礎上簽訂：

Supplier: Everpower Optronic Corporation (hereinafter call EOC)
 Address: No. 3 Wugong 5th Rd., Sinjhuang City, Taipei County 242, Taiwan, R.O.C.
 TEL: +886-2-2298-2929
 FAX: +886-2-2298-2987
 http://www.pixxo.com.tw

Sales Agency: _____(hereinafter call Pixxo Brand Sales Agency)
 Address:
 TEL:

1. **Effective Period** : 2008/___/___ ~ 20___/___/___(___Year).
2. 協議有效期：2008 / ___ / ___ ~ 20___ / ___ / ___ (___年)
3. **Positioning** : PIXXO brand Sales Agency in _____(country or territory).
4. 定位：PIXXO 品牌_____(國家或地區)銷售代理。

5. **Territory** : _____.

6. 銷售區域：_____。

7. Sales Targets and Rebate Rate Program:

- 7.1 Quarterly sales amount (value of invoice issued after shipment) should reach US\$200,000, and rebate rate will be applied according to turnover amount as below table:

Turnover Amount(US\$)	Rebate
200,000 to 300,000	0.75%
300,001 to 400,000	1.00%
400,001 to 500,000	1.25%
500,001 to 600,000	1.50%
600,001 to 700,000	1.75%
700,001 to 850,000	2.00%
800,001 to 900,000	2.25%
900,001 to 1,000,000	2.50%
1,000,001 to 1,100,000	2.75%
1,100,001 to 1,200,000	3.00%

- 7.2 Sales amount depends on the fulfillment of EOC. Sales Agency should not be responsible when EOC cannot keep delivery on time.

8. 銷售目標及回扣：

8.1 銷售代理每季目標銷售金額必須達到 20 萬（以出貨後發票金額為準，單位：美金），回扣率將依實際出貨金額而定：

出貨金額	回扣率
200,000 to 300,000	0.75%
300,001 to 400,000	1.00%
400,001 to 500,000	1.25%
500,001 to 600,000	1.50%
600,001 to 700,000	1.75%
700,001 to 850,000	2.00%
800,001 to 900,000	2.25%
900,001 to 1,000,000	2.50%
1,000,001 to 1,100,000	2.75%
1,100,001 to 1,200,000	3.00%

8.2 銷售數量取決於 EOC 的履行；當 EOC 無法按時履行產品的交付時，銷售代理不應該負任何銷售責任。

9. Royalty :

9.1 Sales Agency cannot work with other competitors in major products line when the agreement is valid.

9.2 EOC (i.e. PIXXO Brand) cannot work with other Sales Agency in the assigned region(s) when the agreement is valid.

10. 權利 :

10.1 在協議書有效期內，銷售代理不能與同行業其他競爭對手合作。

10.2 在協議書有效期內，EOC 不能在指定區域與其他銷售代理合作。

11. **Brand Name** : PIXXO Brand sales agency within the assigned Territory.

12. **品牌** : PIXXO 品牌在指定區域之銷售代理。

13. **Payment Term / Sales Agency Rebate:**

13.1 All cooperation should follow the payment term of 30% Deposit, 70% T/T against B/L.

13.2 For low profit and wildly fluctuate products, rebate will be defined case by case.

13.3 Rebate should be paid to Sales Agency on the 15th day of the first month of each quarter after EOC has received the relevant payment from Sales Agency.

13.4 EOC may pay rebate by issuing credit memo or T/T to Sales Agency.

14. **付款條件 / 銷售代理回扣 :**

14.1 所有合作必須遵循付 30% 訂金，70% 款到放提單之付款條件。

14.2 就低毛利或者變動性高的產品，依實際狀況定義回扣。

14.3 EOC 於每季度首月之十五日將上一季度已收款之回扣支付給銷售代理。

14.4 EOC 可以開銷貨折讓或者電匯方式支付回扣給銷售代理。

15. **Order Fulfillment:**

15.1 EOC should fulfill the shipment within 4 weeks after PI confirmed.

- 15.2 All PI confirm should be based on all specification, price and packing issues confirm.
- 15.3 No delay shipment should be occurred without notifying; a 0.2% discount of the order amount should be applied to Sales Agency for each delayed shipment of one week.

16. 訂單履行：

- 16.1 在 PI 確定後，EOC 必須在四週內履行出貨。
- 16.2 所有 PI 確認必須基於所有價格、規格及包材之確認。
- 16.3 在沒有通知客戶前，不能延遲交貨，每延遲一週交貨，需提供銷售代理貨款金額 0.2% 的折扣。

17. Warranty Services

- 17.1 Both parties must work together to solve abnormal quality of product problems.
- 17.2 Special warranty service is considered when defective rate is over 2% within warranty period.
- 17.3 For regular RMA issue, EOC should supply Sales Agency enough RMA buffer. Sales Agency also should make sure there is RMA buffer in his warehouse.
- 17.5 Sales Agency should inform EOC about any abnormal quality of product within 3 working days after customer issue request.
- 17.6 EOC should provide solution for Sales Agency about abnormal quality of product within 3 working days.

18. 品質保證服務：

- 18.1 雙方公司必須一起解決異常品質產品的問題。
- 18.2 當不良率在保固期內超過 2% 時，可以考慮用特殊方式處理。
- 18.3 對一般的 RMA，EOC 必須提供銷售代理足夠的 RMA 備品，銷售代理亦須保證有 RMA 備品在倉庫。
- 18.4 當出現品質異常時，銷售代理必須於 3 個工作天內向 EOC 提出異常的品質問題。
- 18.5 EOC 必須於銷售代理提出異常的 3 個工作天內向其提供解決方案。

19. Marketing Supports:

- 19.1 Marketing funds is only available for PIXXO brand product promotion.
- 19.2 EOC should provide Sales Agency marketing funds when his yearly sales reaches over one million US dollars (**US\$1,000,000**).
- 19.3 Marketing funds are approved by projects and based on maximum **0.3%** of the received amount yearly.
- 19.4 For all advertisement activities apply for support from EOC's marketing funds, Sales Agency must offer proposal for EOC's approval, and provide valid receipts, pictures or documentations for verification.
- 19.5 Sales Agency is not allowed to hold any special proseminar activities concerning PIXXO brand without EOC's permission.

20. 市場支援：

- 20.1 促銷基金只可用於 PIXXO 品牌產品之促銷。
- 20.2 當銷售代理當年銷售額達 100 萬美金時，EOC 必須承諾給代理促銷基金。
- 20.3 促銷基金依專案處理，最高為年度已收貨款金額的 **0.3%**。
- 20.4 所有向 EOC 申請促銷基金之廣告活動，必須提供有效憑證、照片或者文件供檢核。

20.5 針對 PIXXO 品牌之特別研討活動，銷售代理須經特別許可後方可執行。

21. Continuation of this agreement:

21.1 EOC has the right to discontinue the agreement when:

21.1.1 Sales Agency can not meet the minimum required sales target (US\$200,000 each quarter) in two continuing quarters without proper reason.

21.1.2 Sales Agency is working with competitors.

21.2 Sales Agency has the right to discontinue the agreement when

21.2.1 EOC repeatedly fails to keep the shipment schedule.

21.2.2 EOC fails to solve important warranty issue.

22. 協議中止：

22.1 當以下情況發生時，EOC 有權中止該協議：

22.1.1 在沒有合適的理由下，銷售代理連續兩季未達到最低銷售目標(20 萬美金/季)。

22.1.2 銷售代理與其他競爭對手合作。

22.2 當以下情況發生時，銷售代理有權中止該協議：

22.2.1 EOC 重複延誤交期。

22.2.2 EOC 不能解決重大的產品保固問題。

23. Entering of this agreement come into play:

This agreement is made in 2 copies for each party, and will come into play on the date of signing this agreement by both parties.

24. 協議生效：

本協議一式兩分，雙方各執一份，雙方代表簽字、蓋章後生效。



Sales Agency: _____.

Title: _____

Title: _____

Signed by: _____

Signed by: _____

Date: _____

Date: _____