

Agency Terms and Conditions (Exclusive Agent)

I. Scope of Distributorship Rights

1. Hiwa herewith appoints agent distributor for those products that are listed in the Hiwa general catalogue (in materials testing sector). The relationship between Hiwa and agent shall be of seller and buyer respectively and agent shall not be entitled to act as proxy of Hiwa to incur obligation of behalf of or in the name of Hiwa.
2. The territory of agreement will be defined by agent in future and will be approved by Hiwa. Agent may not sell directly or indirectly to parties outside this territory .
3. Within the said territory agent will sell Hiwa's products in their name and on their own account and responsibility .
4. For the subjects of these proposal , agent will build up and carry on a suitable maintenance and after-sales service .
5. Agent shall carry a sufficient quantity of the best-selling products in stock to satisfy the local requests rapidly . Agent shall buy these products from Hiwa and discount is according to amount of buying.
6. The training of agent qualified persons are done by Hiwa in Iran .
7. Agent shall estimate the quantity of various Hiwa's products (and their capacities) which can sell in it's own territory .
8. Agent shall participate in the regular sale and service training courses provided by Hiwa scheduled from time to time .
9. In situation of local request , buyer will be charged for training and maintenance and after sales-service by Hiwa in agent territory.
10. Agent shall nominate a sales manager for Hiwa range of products . He or She shall be fully responsible for the promotion of Hiwa's products dedicating his/her time full-time to the Hiwa range as well as acting as the counterpart of Hiwa's export department .

II. Care of interest and sales promotions

1. Agent shall take charge of the general interest of Hiwa . Agent shall also undertakes to pass on the Hiwa all requests , applications , proposals , etc. of the customers made known to him for passing to Hiwa without delay . Efforts to uphold and increase the turnover of Hiwa's products and their good will are also part of agent duties .
2. Hiwa will support agent as far as possible and reasonable , toward sales and acquisition of customer .
3. Agent will provide Hiwa with complete information on monthly basis about developments in the local market likely to affect Hiwa sales .

4. Agent shall provide Hiwa with a list of all relevant exhibitions in the territory in the coming year and both parties shall agree upon the most appropriate exhibitions to take part in .
5. Agent shall provide Hiwa with a copy of all relevant journals in the territory and both parties shall agree upon the most appropriate journals to advertise in the agent undertakes to supply all relevant technical journals in the territory with press releases and updates on new products .
6. Agent undertakes to visit the most important Hiwa costumers in the territory regularly and to update them on new releases .
7. Agent undertakes to prepare and print an abridged catalogue featuring the best selling Hiwa products in the local language . Hiwa will help the agent with the releasation of this catalogue .
8. The agent shall establish a network of local dealers to sell Hiwa products . The network shall cover all the segments in which Hiwa products are sold to .
9. Agent shall forward to the Hiwa all relative information with regards to competitors from new products to new product launches , promotion and local price list so as to enable Hiwa to have a clear idea about strength and weaknesses of the competitors in the market .

III. Prices

1. Hiwa makes the purchase prices known to agent submitting price list as basis for all purchases by agent till a new price list is sent by Hiwa Eng. Co. . Price increases are to be made known to agent at least two month ahead of their validity .
2. All list prices are to be understood ex-works Tehran-Iran . Transporting , Insurance costs and consular fees are charged at cost and are payable by agent .
3. Agent buys Hiwa products on the basis of current export price list and the discount are as below :
(amount of sales per one year - percent is based on our price list)
 - Under 120,000 Euros = 10%
 - Greater than 120,000 Euros and under 240,000 Euros = 15%
 - Greater than 240,000 Euros and under 480,000 Euros = 20%
 - Greater than 480,000 Euros = 25%
4. All orders from the 3rd parties will be agreed with agent . For orders from 3rd parties accepted with agent approval . The commission will be the difference between net prices and discounted prices .
5. Term of Payment : Advanced or by irrevocable and not transferable letter of credit at sight, upon agreement .
6. Agent will provide Hiwa with copies of his price list for approval . Hiwa requires the agent to keep in line with its pricing policy . taking into account the local market situation , import duties , customs tariffs , etc.