



## Agency Terms and Conditions

( Non-Exclusive Agent )

### **I. Scope of Distributorship Rights**

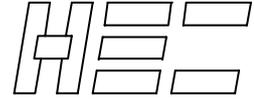
1. Hiwa herewith appoints agent distributor for those products that are listed in the Hiwa general catalogue (in materials testing sector). The relationship between Hiwa and agent shall be of seller and buyer respectively and agent shall not be entitled to act as proxy of Hiwa to incur obligation of 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 . (optional for non-exclusive)
5. The training of agent qualified persons are done by Hiwa in Iran .
6. Agent shall estimate the quantity of various Hiwa's products (and their capacities) which can sell in it's own territory .
7. Agent shall participate in the regular sale and service training courses provided by Hiwa scheduled from time to time.(optional for non-exclusive)
8. Agent shall nominate a sales manager for Hiwa range of products .
9. Since items(4) and (7) are optional , buyer will be charged for training and maintenance and after sales-service by Hiwa in agent territory.

### **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 .
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 .
5. 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 is 10% . For Exclusive agency , the amount of sales in first year must be reach to 120,000 Euros .
  4. 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.