



Thunder Sky Winston

# 产品销售代理授权协议书

## Product sales agent authorization agreement

甲方（授权方）：雷天温斯顿电池股份有限公司（以下简称甲方）

Party A (authorizer): Thunder Sky Winston Battery Incorporation Company Limited (hereinafter referred to as Party A)

乙方(代理): LABROMED LABORATOR SRL（以下简称乙方）

Party B (agent): LABROMED LABORATOR SRL (hereinafter referred to as Party B)

根据《中华人民共和国合同法》的有关规定，为了拓展锂电池在摩尔多瓦市场的销售，甲、乙双方本着平等协商、互惠互利、共同发展的原则，经过协商一致，达成以下合作意向条款：

In accordance with the relevant provisions of the contract law of the People's Republic of China, in order to expand the sales of lithium ion batteries in the Moldova market, Party A and Party B, based on the principle of equal consultation, mutual benefit and common development, have reached the following terms of intent through consultation:

### 1. 合作内容

#### Contents of cooperation

甲方授权乙方在摩尔多瓦地区内由乙方负责甲方产品的市场开拓、销售和售后服务等事项。

Party A authorizes Party B to be responsible for market development, sales and after-sales service of Party A's products in Moldova.

### 2. 合作方式

#### Mode of cooperation

2.1. 授权区域权限：甲方授权乙方在摩尔多瓦地区；授权为一般代理。

Authorized area: Party A authorizes Party B to sell products in Moldova; Authorized Party B as ordinary agent .

2.2. 授权产品：储能型水性锂钪动力电池、太阳能、风能储电站等系列产品。

Authorized products: energy storage water-based lithium yttrium power battery, solar energy, wind energy storage power station and other products.

2.3. 销售支持与限制及责任：甲方为乙方提供统一的前述系列产品的广告宣传资料样稿，供乙方在其销售区域内进行宣传。乙方超出甲方提供的资料进行的任何宣传和承诺，所造成的后果及责任由乙方承担。

Sales support, limitations and responsibilities: Party A shall provide Party B with a unified advertising materials for Party B to advertise within its sales territory. Party B shall bear the consequences and responsibilities arising from any publicity and commitment made by Party B in excess of the materials provided by Party A.

2.4. 授权期限： 2 年，自 2024 年 3 月 1 日至 2026 年 2 月 28 日。

Term of authorization: 2 year(s), start from March 1, 2024 to February 28, 2026.

2.5. 销售要求：在甲方授权乙方代理的地区，每年的电池销售容量不低于 100 万安时。

Sales requirements: in the area where Party A authorized, the annual sales capacity of the battery shall not be less than 1 million AH.

3. 甲方和乙方共同负责向最终端用户提供客户服务，其中甲方负责产品质量的解释和服务，乙方负责所有其他方面问题的解释和服务。

Party A and party B are jointly responsible for providing customer services to the end customers, in which Party A is responsible for the interpretation and service of product quality and Party B is responsible for the interpretation and service of all other issues.

#### 4. 产品代理价格和结算方式

Product price and terms of delivery

4.1. 甲方统一以出厂价向乙方供货，乙方按出厂价计算货款。

Party A shall supply EXW price to Party B, and Party B shall calculate the payment based on the EXW price.

4.2. 乙方订单须以双方签订的形式发票为准，电话或口头订货无效。形式发票应当载明产品的品名、型号、单价、规格、数量、质保等内容，形式发票作为甲方发货的依据。货物出厂后损毁的风险、所需的运输费、仓储费、保险费、报关等费用均由乙方承担。

Party B's order shall be subject to the proforma invoice signed by both parties. The telephone or oral order shall be invalid. The proforma invoice shall state the product name, model no., unit price, specification, quantity, warranty and other contents, and shall serve as the basis for Party A's shipment. Party B shall bear the risk of damage to the goods after delivery, transportation costs, warehousing costs, insurance costs, customs clearance and other costs.

4.3. 若甲方为乙方代办运输，代办运输的单据（包括传真）、商业发票以及合同等作为双方结算货款的有效凭据；甲方将货交承运人后货物损毁的风险转移至乙方。

If Party A handles the transportation for Party B, the documents (including fax), commercial invoices and contracts for the transportation shall serve as the valid evidences for the settlement of the payment by both Parties. Party A transfers the risk of damage to Party B after delivery of the goods to the carrier.

4.4. 乙方应在甲方组织生产前支付订金，货物离厂前向甲方结清货款。

Party B shall pay a deposit before Party A organizes production and arrange the balance to Party A before the goods leave the factory.

4.5. 在销售过程中如发现产品质量问题，乙方应根据甲方“质保条款”的规定进行处理，务必做到让顾客满意。

If any product quality issue is found in the sales process, Party B shall deal with it in accordance with the provisions of Party A's "warranty Policy" and make sure that the customer is satisfied with the service.

## 5. 售后服务及客户投诉

After-sales service and customer complaints

5.1. 乙方应当做好售后服务工作，重视并及时处理顾客的意见和投诉，积极维护甲方品牌形象。如遇到特殊情况，乙方不能解决的，应及时通知甲方。

Party B shall do a good job in after-sales service, pay attention to and deal with customers' opinions and complaints in time, and actively maintain Party A's brand image. In case of any special circumstances that cannot be solved by Party B, Party B shall inform Party A in time.

5.2. 如因乙方处理不当等原因造成顾客投诉，乙方应尽力避免甲方卷入乙方与顾客之间的纠纷。

If the complaints caused by improper handling of Party B, Party B shall try its best to avoid Party A being involved in disputes between Party B and customers.

5.3. 如因乙方处理不及时或不妥当而造成客户向相关单位投诉，有损甲方形象，甲方将追究乙方责任；情节严重的，甲方有权单方解除本协议，并追究乙方由此给甲方造成的损失。

If Party B fails to deal with the problems in time or improperly, and the customer makes a complaint to the relevant organization, which damages the image of Party A, Party A shall call to account to Party B. If the circumstances are serious, Party A shall have the right to cancel this agreement and call to account to the losses caused by Party B.

## 6. 权利义务

Rights and obligations:

6.1. 甲方权利义务：

#### Rights and obligations of Party A:

6.1.1. 保证给乙方提供的产品质量合格以及提供符合出口报关的手续;

Ensure the quality of products is qualified and provide the procedures for export declaration;

6.1.2. 在约定区域内保证乙方的经营权利;

Guarantee Party B's business rights in the agreed area;

6.1.3. 满足乙方计划销售的产品数量;

Meet the quantity of products planned to be sold by Party B;

6.1.4. 提供相关技术支持。

Provide relevant technical support.

#### 6.2. 乙方权利义务:

##### Rights and obligations of Party B:

6.2.1. 及时向甲方提供最适合该区域内用户使用的产品信息,以便甲方作出正确决策,调整生产、供应产品;

Provide product information which most suitable for users in the region to Party A in time, so that Party A can make correct decisions and adjust production and supply of products;

6.2.2. 积极宣传甲方产品,保证销售计划按期完成;

Advertise Party A's products actively to ensure that the sales plan is completed on schedule;

6.2.3. 保证及时结清甲方的货款并及时提货;

Ensure to arrange the payment and pick up the goods in time;

6.2.4. 及时验收甲方的产品,发现问题马上反馈给甲方;并协商处理方案,绝不允许不合格产品流入市场;

Inspect Party A's products and give feedback to Party A in time if any problems are found; Negotiate solutions with Party A and never allow unqualified products go into the market;

6.2.5. 承担该区域内的销售、售后服务和用户使用前的操作、维护、保养等培训工作。

Responsible for sales, after-sales service and operation, maintenance training of users in the region.

#### 7. 保密约定 Confidentiality agreement:

未经信息方事先书面同意,任何一方对以任何方式知悉的对方的商业秘密负有保密义务,不得向任何人或实体披露及向公众公开商业秘密,但正常履行本协议的义务需要的除外。

Without the written consent of Party who provide confidential information, either Party shall be obliged to keep confidential the trade secrets of the other Party, and shall not disclose or make public the trade secrets to any person or entity, except performance of obligations under this

agreement.

双方之间的合作及本协议的具体内容双方都负有保密责任。未经对方事先书面同意，任何一方不得将双方的合作及本协议的具体内容披露给任何第三方。

The cooperation between the Parties and the specific content of this agreement shall be kept confidential by both Parties. Neither Party shall disclose it to any third Party without the prior written consent of the other Party.

双方的保密义务不因本协议的终止而解除。

The confidentiality obligation of both Parties shall not be relieved even if the termination of this agreement.

#### 8. 违约责任:

##### Responsibility for breach of agreement

甲、乙双方应严格遵守本协议条款，任何一方未履行本协议项下的任何一项条款均被视为违约。任何一方在收到对方的具体违约情况的书面通知后，如确认违约行为实际存在，则应在十日内对违约行为予以处理并书面通知对方；如认为违约行为不存在，则应在十日内向对方提出书面说明。在此情况下，甲乙双方可就此问题进行协商，协商不成的，按照本协议第十条解决。违约方应承担因自己的违约行为给守约方造成的直接经济损失。

Party A and Party B shall strictly abide by the terms of this agreement. Failure to perform any provision shall be deemed as breach of agreement. Upon receipt the written notice of the other Party's specific breach and if it confirms that the breach actually exists, either Party shall deal with the breach and notify the other Party in writing within 10 days; if it is deemed that the breach does not exist, it shall submit a written explanation to the other Party within 10 days. In this case, both Parties can negotiate on this issue. If there is no agreement upon the negotiations, it shall be settled in accordance with Article 10. The breaching Party shall bear the direct economic losses.

9. 未尽事宜双方另行协商解决，商定的内容以补充协议、纪要、附件等形式，经签字盖章后与本协议具有同等效力。

Matters not covered herein shall be settled by both Parties through negotiation. The contents agreed upon shall be in the form of supplementary agreement, summary and appendices and shall have the same effect as this agreement after being signed and sealed.

#### 10. 争议解决:

##### Dispute resolution:

任何一方不具备履行本协议应有的条件，经协商可解除合作；协商不成的，双方同意将争议交由合同签订地有管辖权的中国法院并适用中国法律裁决。

if either Party fails to meet the conditions for performance this agreement, the cooperation shall be terminated after negotiation. If no agreement can be reached through negotiation, both Parties agree to refer the dispute to the Chinese court with jurisdiction at the place where the agreement is signed and to apply the Chinese law for adjudication.

11. 本协议一式两份，双方各执一份，扫描件具有同等效力。本协议是在双方自愿的前提下达成的初步合作意向。

This agreement is done in duplicate and one for each Party. The scanned copy is equally authentic.

This agreement is a preliminary cooperation intention reached by both Parties voluntarily.

甲方： 雷天温斯顿电池股份有限公司 (盖章)

Party A: Thunder Sky Winston Battery Incorporation Company Limited (Company Chop)

法定代表人 Legal representative: Xuhang Zheng

委托代理人 Authorized representative: Linda Liu

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For and on be  
THUNDER SKY WINSTON  
雷天温斯

乙方: LABROMED LABORATOR SRL (盖章)

Party B: LABROMED LABORATOR SRL (Company Chop)

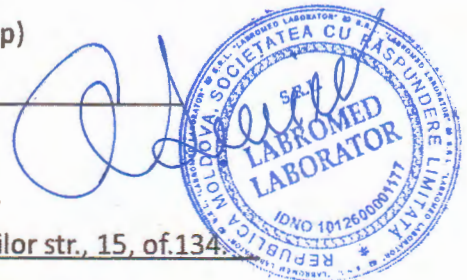
法定代表人 Legal representative: Alexandr Ermicev

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双方签约地址为: 中国福建长泰

Both Party signed address: Changtai district, Fujian province, China

签约时间 Date: 01 of Dec 2014