



## Authorised Reseller Contract

between

**geomer GmbH**

**Im Breitspiel 11 B**

**69126 Heidelberg (GERMANY)**

(hereafter called the Manufacturer)

and

**Nanjing Eagle Electronic Co., Ltd**

(hereafter called the Authorised Reseller )

geomer GmbH  
Im Breitspiel 11 B  
D-69126 Heidelberg  
Tel.: +49-6221-89458-0  
Fax: +49-6221-89458179

## **§ 1 Subject of the Contract**

The Manufacturer assigns to the Authorised Reseller the right defined in § 4 to distribute the contract goods specified in § 3. All appendices are an integral part of the present contract.

## **§ 2 Legal Status of the Authorised Reseller**

1. The Authorised Reseller buys/sells/distributes the contract goods and performs the necessary customer services exclusively on its own behalf and at its own expense and responsibility.
2. The Authorised Reseller does not have the right to negotiate or enter into commitments on behalf of the Manufacturer.

## **§ 3 Contract Goods**

1. The contract goods are the Manufacturer's "FloodArea" software, an extension of the "ArcView/ArcGIS" geographic information system manufactured by ESRI Inc. for calculating flood areas, including the user guide for the software as well as software updates and upgrades.
2. The Manufacturer is at liberty to withdraw the contract goods from the product range subject to a six-month notice period if the product is no longer in production or can no longer be manufactured under economically justifiable conditions.

## **§ 4 Contract Territory**

1. The contract territory comprises the territory of PR China.
2. The Authorised Reseller undertakes to supply the contract goods to end users resident in the contract territory.
3. The Authorised Reseller does not have the right to appoint negotiators and/or sales representatives without the Manufacturer's consent. Negotiators and sales representatives are to be contractually bound in the same manner as the Authorised Reseller is bound according to this contract.

## **§ 5 Exclusivity**

The Authorised Reseller undertakes to refrain from distributing within the contract territory any other products of a similar type that are in competition with the contract goods specified.

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## **§ 6 Sales Guidelines**

1. The Authorised Reseller shall actively promote the sale of contract goods in the contract territory. Furthermore, the Manufacturer will support the Authorised Reseller by forwarding any enquiries from the contract territory directly to the Authorised Reseller.
2. When a third party orders contract goods from the Authorised Reseller, the Authorised Reseller will forward all the necessary information to the Manufacturer. The Manufacturer will then provide the Authorised Reseller with the software codes for all licenses ordered.
3. The contracting parties shall mutually agree the sales and turnover figures to be achieved for the contract goods during the next year by the end of the third quarter of the respective year at the latest. In so doing, the previous year's turnover and the market conditions are to be observed, taking into account local characteristics.

## **§ 7 Provision of Customer Services and Warranty**

1. The Authorised Reseller shall provide customer services in the form of software support. In so doing, the Authorised Reseller will be supported by the Manufacturer.
2. On behalf of the Authorised Reseller, the Manufacturer is responsible for guaranteeing the quality of the contract goods in accordance with the terms and conditions of the license.
3. The Authorised Reseller on its part is obliged to provide its customers with a warranty in accordance with the terms and conditions of the license.
4. For execution of warranty obligations, the Authorised Reseller may only implement goods that are distributed by the Manufacturer or recommended to the Authorised Reseller by the Manufacturer.

## **§ 8 Obligations of the Authorised Reseller**

1. The Authorised Reseller is obliged to hold at least one valid single-station licence. The Authorised Reseller is granted unrestricted use of this license within the framework of the terms and conditions of the license and can enter this license in its sales balance sheet of the first year of the contract.
2. The Authorised Reseller will distribute the contract goods exclusively under the name and trademark or logo specified by the Manufacturer.
3. The Authorised Reseller will actively promote the contract goods in order to achieve sales success. The content of promotional materials will be agreed beforehand with the Manufacturer. Advertising costs within the contract territory will be borne by the Authorised Reseller.
4. The Authorised Reseller shall be responsible for ensuring that at least one of its employees receives the appropriate training.

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## **§ 9 Obligations of the Manufacturer**

1. The Manufacturer shall provide the Authorised Reseller with one free training (up to 2 days) for the contract goods at the Manufacturer's premises.
2. The Manufacturer is obliged to provide the Authorised Reseller with advice and support for the purpose of promotions and in the execution of customer services. To this end, the Manufacturer will supply the Authorised Reseller with sufficient documentation (price lists, brochures) free of charge.

## **§ 10 Prices and Terms and Conditions of Supply**

1. The Authorised Reseller is entitled to a trade discount. The agreed discounts are based on the discount scale given in the Appendix.
2. The prices that the Manufacturer charges the Authorised Reseller for contract goods are determined according to the list prices recommended by the Manufacturer without obligation, less the relevant discount. The list prices for contract goods are given in the Appendix.
3. List prices for contract goods applicable to the Authorised Reseller may only be amended with three months' notice in writing. This does not affect contracts already confirmed by the Manufacturer.
4. The Authorised Reseller is free to compile its customer price list for contract goods as well as for updates and/or upgrades for the contract goods. The Authorised Reseller is not bound to the Manufacturer's price recommendations.

## **§ 11 Payment Terms**

The contracting parties agree to a payment period of 14 days from date of invoice for invoices sent by one party to the other.

## **§ 12 Confidentiality, Information and Disclosure Obligations**

1. At the end of each quarter, the Authorised Reseller will provide the Manufacturer with information regarding the market conditions and sales situation for the product within the contract territory.
2. Both contracting parties must ensure that third parties do not have access to commercial and operational secrets.
3. The contracting parties are mutually obliged to advise of any infringements of rights that they become aware of at any time and to cooperate to resolve such matters.

## **§ 13 Duration / Termination of Contract**

1. This contract takes effect upon signature by both contracting parties and shall remain in force for one year.

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2. The contract may be terminated in writing by either contracting party by giving three months' statutory notice to take effect at the end of a quarter. After five years of uninterrupted contract duration, the notice period shall be increased to six months and after ten years, the notice period shall be increased to one year.
3. This provision does not affect the right to terminate the contract without notice. This requires the written form. The Manufacturer has the right to effect immediate termination of contract upon grave cause. Claims for damages are not affected by this provision.
4. Upon delivery of declaration of notice, the obligation between the Manufacturer and the Authorised Reseller to be bound exclusively no longer applies.

### **§ 14 Post-contractual Obligations of both Parties**

1. The Authorised Reseller is obliged to return to the Manufacturer all documents supplied by and belonging to the Manufacturer insofar as these are not required for the execution of customer services and/or warranty work at the customers' premises. In this case, the Manufacturer is to be provided with copies of such documents. The Authorised Reseller is not entitled to retain documents supplied by the Manufacturer.
2. The Manufacturer is under obligation to supply the Authorised Reseller with sufficient contract goods as required according to contract conditions to date in order that the Authorised Reseller is able to fully honour incumbent warranty obligations towards its customers as well as any customer service work arising from warranty requirements. This does not apply if the Authorised Reseller effects termination without notice.

### **§ 15 Place of Jurisdiction**

The place of jurisdiction for any disputes arising from and caused by this contract is the place of business of the Manufacturer. German law is applicable.

### **§ 16 Miscellaneous**

1. Receivables cannot be offset.
2. All agreements are contained in this document. Amendments or supplementary agreements must be made in writing.

### **§ 17 Severability Clause**

Should any clause of this contract be or become invalid or inoperative, this will not affect the rest of the contract. The parties shall agree an operative replacement provision that most closely resembles the inoperative or invalid provision in commercial terms.

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**§ 18 Price list**

Always the valid price list has to be used, the price list is updated once a year.

Heidelberg, 10. May 2016

Nanjing, \_\_\_\_\_

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*[Signature]*

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Nanjing Eagle Electronic Co., Ltd