

EXPORT AGENT SERVICE AGREEMENT

委托代理出口协议

甲、乙双方本着平等互利、共同发展的原则，经友好协商，自愿签定本协议：

After friendly negotiations between the Parties and according to the "Tentative Provisions on System of Foreign Trade Agency" promulgated by the former PRC Ministry of Economic and Trade, Party A and Party B have reached the following agreement:

1. 签订协议日期

AGREEMENT INITIATION DATE:

本协议于 2013 年 5 月 20 日生效,

This agreement enters into force on 20TH-MAY, 2013.

2. 此协议由以下方式进行：

This agreement is made and entered by and between:

PARTY A (甲方)

厦门凯斯佐工贸有限公司

XIAMEN KASROW INDUSTRY & TRADE CO.,LTD

ADDRESS (地址) :

中国福建省厦门市集美区后溪镇金辉路 58-70 号金豪工业园 B 栋 5 楼

5F, B2 Building JinHao Group, #60 Jinhui Road, Houxi Town, Jimei District, Xiamen, China

TEL (电话) : 0592-5638526

FAX (传真) : 0592-5638930

PARTY B (乙方)

厦门中海兴进出口有限公司

XIAMEN ZHONGHAIXING EXPORT& EXPORT TRADE CO.,LTD

ADDRESS (地址) :

中国福建厦门市湖里区海天路 9 号银都广场 8L

UNIT 8L YINDU PLAZA NO.9 HAITIAN ROAD HULI DISTRICT XIAMEN CHINA

TEL (电话) : 86-0592-2633519

FAX (传真) : 86-0592-2611629

一、甲方全权委托乙方代理出口产品及报关，承担乙方按照其指示或经其同意而进行操作的一切后果。

Party A hereby appoints Party B as Party A's export agent to provide export agent services .

二、甲方应在实际出口之前将出口详细计划告之乙方，并提供产品的品名、数量、重量、价

格、产地、贸易国及 HS 编码，以便乙方及时开始准备工作。甲方应保证上述资料完整准确，并做到单货相符、单单相符、单证相符。若因甲方提供信息有误或延迟而造成额外费用，甲方应承担全部责任。

Party A shall provide to Party B such detailed documents as the bill of lading and list of Goods to be exported indicating the prices, quantity, specifications, purposes and additional documents as requested by the competent authorities on a case by case basis. Party A shall immediately after arrival of the Goods at the port provide the relevant documents to Party B. Party A shall instruct the exporter and ensure that the exporter issues a proper and complete set of customs clearance documents such as commercial invoices, packing lists, bills of lading (or airway bills, etc. to the effect that all documents are consistent with each other and that all documents are consistent with the conditions of the Goods. The customs clearance shall be made according to the facts. If it is found that the documents are not consistent with the Goods, Party A shall bear the relevant liabilities.

三、甲方应积极配合乙方做好通关手续（随时提供海关所需资料），并提供必要协助。

Party A shall be present at the inspection site designated by the customs authorities.

四、甲方应在每票操作结束后付给乙方出口代理费，代理费按出口合同金额的 1%收取，若不足人民币 800 元，则按人民币 800 元收取。

The Parties herewith agree that for the provision of the aforementioned Export Agent Services Party A shall pay Party B an export agency fee ("Agency Fees") for each export of Goods. The Agency Fee for each export shall be calculated as zero point five percent (1%) of the CIF price of the Goods to be exported. If the Agency Fee for a transaction is less than Renminbi five hundred (RMB 800), it shall be set as Renminbi five hundred (RMB800)...

五、在通关过程中发生的其他费用，如仓费、法定商检费、查验费、保险费、运杂费等（以海关、商检、船务、运输公司开据的发票为准），由乙方按实际发生数与甲方结算。

Miscellaneous Expenses incurred in the course of handling customs clearance for the exported Goods, including but not limited to fees and expenses for commodity inspection, health quarantine, quarantine for animals and plants, transportation and incidental expenses, fees and expenses incurred in the port area, the port supervision authority, insurance fees and banks charges ("Miscellaneous Fees") shall be borne by Party A, excepted such Miscellaneous Expenses miscellaneous expenses incur as a result of Party B's intentional default or negligence. In the later case such Miscellaneous Fess shall be born by Party B.

六、乙方应在甲方货款到达乙方帐户后的三个工作日内为甲方做好购、付汇手续，甲方自行支付购付汇手续费。

Party B shall apply with designated banks for the conversion of foreign exchange within three (3) working days after Party B has received the equivalent Renminbi amount for the Goods in full from Party A. Party B shall not divert the funds of Party A for other purposes. Party B shall pay to Party A the respective amount of foreign exchange according to the official exchange rate of the then current date of the bank. After receipt of the foreign exchange, Party A shall settle the payment with Party B according to the relevant vouchers for converting foreign exchange issued by the bank.

七、乙方仅承担代理出口该商品的义务，其权利义务受且仅受本代理协议约束。在代理过程中对于经甲方指示或确认而由乙方以自己名义代为签定的一系列形式合同，乙方不负任何责任，而由甲方作为委托人承担。对于甲方与实际出口商等发生的一切争议，（如产品质量、数量、规格、交货期等），乙方概不负责。

It is the Parties' understanding that Party B is an independent export agent of Party A. No employee of Party B shall be deemed to be an employee of Party A. Nothing contained in this Agreement shall be construed so as to create a partnership or joint venture; and neither Party hereto shall be liable for the debts or obligations of the other. Party B shall bear no liability for the disputes arising between Party A and the actual users of the Goods with respect to the quality, quantity, specifications and delivery date of the Goods.

八、违约责任 LIABILITIES FOR BREACH

如果本协议任一方未能履行本协议的全部或任一条款、或者以其他方式违反本协议，该方应向另一方承担应履行不能或违约而给对方造成的损失。所有应此履行不能或违约而造成的间接或偶然损害或损失应排除在外。本协议以及中国合同法规定的、守约方对违约方的其他任何权利不受影响。

If either Party to this Agreement fails to fulfill all or any obligation(s) under this Agreement or commits any other breach of this Agreement it shall be liable to the other Party for all direct losses or damages caused by such failure or breach. Any liability for indirect, consequential or incidental damages or losses caused by such failure or breach shall be excluded. Any other rights of the Party abiding the Agreement against the breaching Party under this Agreement and the PRC Contract Law shall not be affected.

九、不可抗力条款 FORCE MAJEURE

因不可抗力造成无法履行或不能如期履行本协议时，根据不可抗力的实际影响，部分或全部免除未能履行协议一方的责任。

If an event of force majeure occurs, neither Party shall be responsible for any damage, increased costs or loss which the other Party may sustain by reason of such failure or delay of performance. The Party claiming force majeure shall take appropriate measures to minimize or remove the effect of force majeure and, within the shortest possible time, attempt to resume performance of the obligation(s) affected by the event of force majeure.

十、文字及效力 EFFECTIVENESS

本协议经双方签字盖章后生效，有效期两年。本协议一式两份，具有同等效力。

This Agreement shall be written in English and Chinese in two (2) copies, each Party holding one (1) copy. Both the English and Chinese versions are equally binding. This Agreement shall be valid for 2 years from the effective date upon signature of both parties.

十一、适用法律 APPLICABLE LAW

本协议适用中华人民共和国法律，若有其他未尽事宜，在双方友好协商未果时直接适用相关法律、法规的规定。

The formation of this Agreement, its validity, termination, interpretation, execution and the settlement of any dispute arising thereunder shall be governed by the laws of the PRC.

十二、争议的解决 DISPUTE SETTLEMENT

有关本协议及其履行中发生的争议，双方应积极、友好地协商解决。如果在一方书面通知另一方该争议的存在后四十五(45)天内协商不成的，应将该协议提交在厦门市中级人民法院，依该会届时有效的仲裁规则进行仲裁。

All disputes arising from the execution of, or in connection with this Agreement shall be settled through friendly consultations between the Parties. If no settlement can be reached through consultation within forty five (45) days after either Party has given written notice to the other Party of the existence of a dispute under this article, the dispute shall be submitted to arbitration with the Xiamen Intermediate People 's Court according to its arbitration rules in force at that point of time.

十三、附件 MISCELLANEOUS

由双方在合作过程中达成的其他协议，经双方确认签字后即成为本协议之不可分割部分，其效力及有效期与本协议相同。在中国法律所许可的范围内，任何一方未行使或延迟行使其协议和附件项下的任何权利，不得视为对其权利的放弃。其行使单项或部分权利也不得排除对权利将来的行使。

other agreements entered by the 2 parts in the cooperation is the definite party of this agreement since both parts' signature and share the same validity ,To the extent permitted by PRC law, failure or delay on the part of any Party hereto to exercise a right under this Agreement and the annexes hereto shall not operate as a waiver thereof, nor shall any single or partial exercise of a right preclude any future exercise thereof.

甲方（盖章）
PART A (stamp)

授权代表：

Authorized representative:

Jack Lin



乙方（盖章）
PART B (stamp)

授权代表：

Authorized representative:

Frank Lin

