

<p>THIS AGREEMENT dated the _____ day of _____ 2010</p>	<p>本协议起草于2010年 月 日。</p>
<p><b>PARTIES</b> Coral Fresh Limited ("the Company") and shall be referred to as <u>the Company</u> in this Agreement.</p> <p style="padding-left: 40px;">Xxxx xxxx New Zealand.</p> <p>xxxxx Ltd. ("the Distributor")</p> <p style="padding-left: 40px;">xxxx China.</p>	<p><b>协议方</b> Coral Fresh有限公司 (“公司”) 本协议中称为<u>公司</u>。</p> <p style="padding-left: 40px;">新西兰.xxx xxx xxxx</p> <p>xxxxx 有限公司 ("经销商")</p> <p style="padding-left: 40px;">中国xx省xx市</p>
<p><b>BACKGROUND</b></p> <p>A The Company markets and supplies to its agents/distributors xxxxxxxx, more particularly described in Schedule A ("the Product(s)")</p> <p>B The Distributor carries on business in <u>CHINA</u> and wishes to market distribute and sell the Product in the Territory. (Schedule B)</p> <p>C The Company has agreed to appoint the Distributor as its marketing and selling representative for the Product in the Territory upon the terms contained in this agreement.</p>	<p><b>背景</b></p> <p>A 本公司向其代理商/经销商 xxxxxxxx 营销和供应产品，具体内容在附表A“产品”中列明。</p> <p>B 经销商在中国境内经营业务，希望在区域内（附表B）营销、分销并销售公司产品。</p> <p>C 根据本协议条款，公司同意委任经销商作为在区域内营销和销售其产品的代表。</p>
<p><b>1 AGREEMENT</b></p> <p>1. Distributorship</p> <p>1.1 The company hereby appoints the Distributor to market and sell the Product in the Territory for a term of one (1) year from the _____ and thereafter this agreement shall remain in force until terminated by either party giving to the other not less than three (3) months notice in writing and the only reason for termination will be for non performance by either party of this Distributorship Agreement.</p>	<p><b>1 协议</b></p> <p>1. 经销权</p> <p>1.1 公司特委任经销商从_____起在区域内营销和销售其产品，期限为一年。本协议将持续有效，直至任何一方至少提前三个月向另一方书面通知终止协议为止，同时终止的唯一原因是本经销协议的任何一方发生了不履行协议的行为。</p>
<p>1.2 The rights conferred on the Distributor</p>	<p>1.2 根据本协议，公司给与经销商附表B阐述的在</p>

	<p>区域内独家经销公司产品的权利，并保证在本协议有效期内，不得向独家代理区域内的任何人、任何公司出售其产品，或委任其它经销商在区域内销售其产品。</p>
<p>1.3 The Company's obligation regarding the Exclusive Territory contained in the preceding paragraph shall be terminated:</p> <p>1.3.1 On receipt by the Company of a termination notice given by the Distributor in accordance with this agreement; or</p> <p>1.3.2 If the Distributor fails to make Product orders sufficient to exceed the minimum turnover targets specified in Schedule D.</p>	<p>1.3 公司在下列情况下将终止上述条款中包含的独家代理区域的义务：</p> <p>1.3.1 当公司收到经销商按照本协议规定终止协议的通知后；或者</p> <p>1.3.2 如果经销商的订货没有超过附表D规定的最低营业额目标。</p>
<p><b>2 Nature of Relationship and Indemnity</b></p> <p>2.1 The relationship between the Distributor and the Company under this agreement is intended to be that of buyer and seller. The Distributor shall not in any way pledge the credit of the Company or implicate or involve the Company in any liability whatsoever. The Distributor shall assume full responsibility for all its employees and hereby indemnifies the Company from and against all claims, losses, liability and expenses arising out of or in connection with the acts or omissions of the Distributor, its agents or employees. The Distributor shall not have the right, power or authority to make any representation, guarantee or warranty on behalf of the Company except as specifically provided herein.</p>	<p><b>2 双方关系和赔偿</b></p> <p>2.1 本协议中经销商和公司之间的关系规定为买方和卖方关系。经销商不得以任何方式假借公司信用或把公司牵连或牵扯进任何责任中。经销商应对其雇员承担全部责任，保障公司免于遭受各种因经销商及其代理人或雇员的行为或疏忽所造成的，或有连带关系的索赔、损失、责任和费用。除协议有明确规定外，经销商没有权利、权力或权威代表公司作任何陈述、担保或保证。</p>
<p><b>3 Supply and Pricing</b></p> <p>3.1 The Company shall accept orders for</p>	<p><b>3 供货和价格</b></p>

<p>delivery of Product to the Distributor at prices specified in Schedule E for the Product listed therein and for any other Product which may be available for supply by the Company from time to time, at the Company's price for such Product then in effect.</p>	<p>3.1 公司以本协议附表E“产品”中规定的价格接受经销商的订货单。对于公司有可能供应的其它产品，将以公司所定的价格接受经销商的订货单。</p>
<p>3.2 All orders for Product shall be subject to acceptance by the Company.</p>	<p>3.2 所有订货单以公司接受为准。</p>
<p>3.3 Product prices may be varied by the Company at any time to take effect in respect of orders made by the Distributor after the Company has sent to the Distributor written notice of such variation. The price for the Products stipulated in Schedule E shall not be varied within three (3) months from the date of this agreement.</p>	<p>3.3 公司向经销商送达书面产品价格变更通知后，可能会随时调整经销商订单上的价格。协议签署之日起三个月内，公司不得变更附表E规定的产品价格。</p>
<p>3.4 All prices shall be quoted in New Zealand \$ and shall be invoiced at Ex-factory Xxxxxxxx or FOB nearest port New Zealand. All insurance, freight, sales taxes, import duties, export duties, levies or assessments and any other related charges shall be borne by the Distributor.</p>	<p>3.4 所有价格以新西兰元报价，以xxx城工厂交货价或新西兰最近港口离岸价开具发票。所有保险费、运费、销售税、进出口关税、征税或课税以及任何相关费用全部由经销商承担。</p>
<p>3.5 The terms of payment for any Product ordered shall be at the Company's option:</p> <p><u>A deposit upon order</u> of fifty percent (50%) of the Dealer/Distributor price.</p> <p><u>Full and final payment</u> ex factory Xxxxxxxx two (2) working days prior to Shipping by Direct Bank Transfer, or, at the Company's discretion FOB nearest port New Zealand with L/C. (letter of credit)</p> <p>Upon the request by the Distributor that circumstances require that part of a order be shipped prior to the total original order being shipped, then that part of the original order will be paid in full prior to shipping ex factory.</p>	<p>3.5 订购产品的付款条件由公司决定：</p> <p>订货时，交付经销商价格的50%作为定金。</p> <p>在公司装船之前的两个工作日，经销商以银行直接转账方式，以xxx城工厂交货价全部付清款项。或者，按照公司决定，以信用证支付新西兰最近港口离岸价。</p> <p>根据经销商要求，实际情况需要在原来订购的全部货物装船前先海运其中一部分订货。在该部分货物出厂装船前，经销商须付清这部分货物的款项。</p>

<p>3.6 Such terms may be varied by the Company at any time to take effect in respect of orders made by the Distributor after the Company has sent to the Distributor written notice of such variation.</p>	<p>3.6 公司向经销商送达书面付款条款变更通知后，公司可以就经销商的订单付款条件随时进行变更。</p>
<p><b>4 Risk and Passing of Title</b></p> <p>4.1 The Distributor shall assume all risk of loss to any Product ordered at the time the Products are delivered by the Company to the place or places specified by the Distributor in each Product order.</p>	<p><b>4 风险和所有权转移</b></p> <p>4.1 当公司按经销商每份货物订单规定的一个或多个交货地交货时，经销商将对订货的所有损失风险承担责任。</p>
<p>4.2 Title to the Product is reserved to the Company and shall not pass title to the Distributor until the purchase price has been paid in full.</p>	<p>4.2 经销商未付清全部买价之前，货物所有权归公司所有，付清全部买价后所有权即转移给经销商。</p>
<p><b>5 Initial Demonstration Order and Spares</b></p> <p>5.1 To enable effective levels of demonstration equipment and minimum service back-up the Distributor shall forthwith place an initial minimum order for Product as set out in Schedule C.</p>	<p><b>5 第一批展品订单和备品</b></p> <p>5.1 为保证有足够的展品和最低的服务支持，经销商应立即按附表C的要求订购第一批最低额度的货物。</p>
<p>5.2 The Distributor shall keep on hand a minimum quantity of Product as agreed from time to time between the Distributor and the Company. Until otherwise agreed, the minimum quantity of Product to be held shall be the initial order set out in Schedule C.</p>	<p>5.2 经销商手中应储备经销商与公司商定的最低额度的货物。除另有协议外，储备的最低额度的产品应为附表C所述的首批订货。</p>
<p><b>6 Marketing and Promotion</b></p> <p>The Distributor will:</p> <p>6.1 Use its best endeavours to actively promote and extend the sale of the Product in the Territory to all potential customers and work diligently to obtain orders therefore and in particular will</p>	<p><b>6 市场营销和促销</b></p> <p>经销商将：</p> <p>6.1 尽其所能在区域内向所有潜在客户积极促销产品，扩大产品销售量，努力获得订单，尤其要采取适当的营销策略和媒体广告达到此目标。</p>

	achieve such objective by appropriate marketing and media advertising.	
6.2	Ensure that its sale personnel are at all times fully aware of and have particulars of the Product and are in receipt of publicity and marketing information provided by the Company.	6.2 保证自己的销售人员始终完全了解并掌握产品的详细资料，并且收到公司提供的宣传和销售资料。
6.3	Not take any action inconsistent with its obligations hereunder to promote, market and sell the said Product in the Territory.	6.3 在区域内促销、营销和销售产品时，不得有任何与本协议规定的经销商义务不符的行为。
6.4	Not during the term disclose to others or use contrary to the interests of the Company secret or confidential information relating to the Product (such as customer lists and Product information) which may be made available by the Company to the Distributor during the term hereof.	6.4 在协议有效期内，不得将公司提供给经销商的产品秘密和保密资料（如客户名单和产品资料）泄露给他人，或用作违背公司利益的用途。
6.5	Meet and defray all its own expenses including the cost of travelling, telecommunications, postage, office entertainment, promotion, advertising and such other costs and expenses incurred by the Distributor in carrying out its obligations.	6.5 如期偿付经销商应付的全部费用，包括差旅费、通讯费、邮寄费、办公费、娱乐费、宣传促销费、广告费、及履行经销商义务时发生的其它支出和费用。
<b>8</b>	<b>Product Legislation</b>	<b>8 产品立法</b>
7.1	The Distributor will comply with all Product labelling and consumer marketing legislation in the Territory.	7.1 经销商将遵守区域内所有产品标识和消费者市场营销法规。
	<b>Sales Forecast and Reporting</b>	<b>销售预测和报告</b>
8.1	Every three months from the date of commencement of this agreement, the Distributor shall provide the Company with:	8.1 自本协议签署之日起，经销商每三个月向公司提供：
8.1.1	a forecast of its order requirements for the Product in the Territory broken down into the succeeding two quarters.	8.1.1 一份未来两个季度区域产品订购需求预测。经销商将竭尽全力订货以达到此预测目标；同时，

<p>The Distributor shall use its best endeavours to place orders to achieve such forecasts; and,</p>	
<p>8.1.2 a half yearly report of promotion activities and sales in the Territory for the proceeding six months. The Distributor shall also supply such information necessary to satisfy the Company that the Distributor is achieving satisfactory sales in the Territory and if the Company is not so satisfied it may amend Schedules B and C by giving written notice that such Territory is thenceforth excluded from the agreement. Before giving such notice the Company shall first advise the Distributor of what constitutes “reasonable sales” in a given Territory and the Distributor shall have three months thereafter to achieve such sales.</p>	<p>8.1.2 一份过去六个月中区域宣传活动和销售报告。经销商同时向公司提供资料证明自己在区域内取得令人满意的销售额。倘若公司对经销商的销售业绩不太满意，公司将修改附表B和附表C的内容，并书面通知经销商从协议中排除销售业绩不佳的区域。公司在发出通知前，将首先告知经销商在该地区的“合理销售额”。经销商自此有三个月的时间达到此销售额目标。</p>
<p>8.2 The Distributor shall inform the Company of all enquiries the Distributor receives concerning the Product from outside the Territory.</p>	<p>8.2 经销商应将收到的区域外的潜在客户的各种资讯通报给公司。</p>
<p><b>9 Warranty and Servicing</b></p> <p>9.1 The Distributor will make provision for satisfactory service arrangements in each Territory to provide service to clients both during and after the warranty period.</p>	<p><b>9 保修和维修</b></p> <p>9.1 经销商应为每个区域提供令人满意的维修服务安排，为用户提供保修期间和保修期后的服务。</p>
<p>9.2 The Company warrants to the Distributor that all Product purchased hereunder will be of merchantable quality and free of defects in workmanship and material for a period of twenty (20) days following delivery for a fully built product prior to distributor delivery to purchaser, or as the Company standard warranty for a kitset/CKD product. The Company’s sole responsibility under this warranty shall be to either repair or replace at the</p>	<p>9.2 公司向经销商保证，在公司将成品交给经销商后并且在经销商未送货给买主之前20天内，保证经销商按照本协议购买的所有产品具有可销售品质，而且在工艺和材料上没有缺陷。或者，公司按照为成套或成套散装产品的标准保修提供保修。如果公司检查后发现该产品有缺陷，按照此保修条款，公司唯一的责任是，对保修期内出现缺陷或故障的产品自行决定修理或更换。如果公司确信该产品在此保修条款期</p>

<p>Company's option the defective or failed Product during the warranty period if the Company has upon inspection found such Product to be defective. If the Company ascertains that the Product is not defective within the terms of this warranty then the Distributor shall pay the Company all costs of travelling and handling, and carrying out of repairs at the Company's then prevailing repair rates.</p>	<p>限内未有缺陷，经销商须支付公司由此发生的全部旅差费、处理费及修理费，其中修理费按公司当时通行修理费支付。</p>
<p>9.3 The warranty contained in the preceding paragraph is contingent upon proper use and installation of the Product and shall not apply to defects or failures resulting directly or indirectly from causes not within the Company's reasonable control, defects or failures due to accident, neglect, misuse, or failure or defect in the use of related Products not provided by the Company. Also the warranty shall not apply to any Product which has been subject to unauthorised representative modifies, adjusts, repairs or attempts repair of the Product.</p>	<p>9.3 上述公司保修条款的实施，要视对方是否正确使用和安装了产品。由于不在公司合理控制范围内直接或间接造成的产品缺陷或故障、由于事故、疏忽、误用造成的缺陷或故障、或者由于使用了非本公司提供的相关产品造成的故障和缺陷，均不在此保修条款范围内。本保修条款也不适用于任何已经过非授权代表改装、调整、修理或试图修理的产品。</p>
<p>9.4 The Company will provide the Distributor with marketing and installation support to the Distributor's service staff at a charge out rate to be agreed. (Schedule C page 12.)</p>	<p>9.4 公司应以拟商定的费用向经销商的服务人员提供市场营销和产品安装支持（见第12页附表C）。</p>
<p>9.5 The Company is continually upgrading its Product and reserves the right to make changes to the Product design or specification at the Company's discretion at any time.</p>	<p>9.5 公司不断更新改进自己的产品，因此保留随时酌情改变产品设计和规格的权利。</p>
<p>9.6 The Distributor will carry full and customary liability and other insurance to cover claims made in respect of the Distributor's activities within the scope of this agreement. In no event will the Company be liable for special, indirect or consequential damages or for any loss of business or profit even if the Company has been advised of the possibility of such damages or loss. The Company's total liability for damages hereunder whether in contract or tort shall be</p>	<p>9.6 经销商须承担从事协议范围内商业活动引起的全部惯常的责任以及保险索赔责任。在任何情况下，公司对特殊或间接损害，或者生意或利润亏损，均不负责任。即使在通知了公司有可能发生此类损害和亏损的情况下，也不负责任。公司无论是因合同还是因侵权而造成的损害所承担的全部责任，应限于引起经销商索赔的产品付款的总额。</p>

<p>limited to the total amount paid by the Distributor to the Company for the Product giving rise to the Distributor's claim.</p>	
<p><b>10. Intellectual Property Rights</b></p> <p>10.1 The Distributor may sell the Product under the Company's brand name or under its own brand name to be agreed by the Company. However, the Company retains solely for itself all proprietary rights in patent, copyright, designs, engineering details, brand name, designmark, servicemark and other data pertaining to all Products provided to the Distributor. (Distributor Infringement Notice Schedule F)</p>	<p><b>10. 知识产权</b></p> <p>10.1 经公司同意后，经销商可以公司商标名称或自己的商标名称销售产品。公司对供给经销商的所有产品的专利、版权、设计、工程资料、商标、图案标志、服务标志及其它资料拥有一切所有权。（见附表F经销商侵权通知）</p>
<p>10.2 In the event of any suit or proceeding being brought against the Distributor by a third party for infringement of any patent, copyright, registered design or trademark ("Intellectual Property Rights") by the Product, the Company shall at its sole discretion take such action it thinks fit whether to defend such suit or proceedings or otherwise but shall not be under any obligation or liability to the Distributor if the Company does not defend such suit or proceeding.</p>	<p>10.2 如第三方对经销商侵犯公司产品的专利、版权、注册图案或商标（“知识产权”）提出任何诉讼，公司将自主决定是否作为经销商辩护。但是如果公司不为此诉讼辩护，公司对经销商不承担任何义务和责任。</p>
<p>10.3 Notwithstanding the foregoing the provision, the Company intends to take all reasonable steps as are available to it to uphold and protect the Company's Intellectual Property Rights in the Territory.</p>	<p>10.3 尽管有前述条款的规定，公司将采取其所能采取的合理措施维护并保护公司在区域中的知识产权。</p>
<p>10.4 The distributor shall notify the Company promptly in writing of any such suit or proceeding and all prior claims relating to the same and shall give the Company full and complete authority, information and assistance for defence of the same and all negotiations for settlement or compromise.</p>	<p>10.4 如发生诉讼，经销商应立即书面通报公司有关此诉讼案件的所有情况以及所有以前与该诉讼案件有关的指控。在公司为此诉讼案辩护、谈判或和解时，经销商应全面授权公司、提供信息和给予帮助。</p>
<p>10.5 In the event that as a result of such claims or negotiations the distributor</p>	<p>10.5 如果经销商因索赔或谈判而被禁止使用或销售</p>



<p>shall be prohibited from using or selling any of the Company's Products or any part thereof, the Company will at its option and its expense either:</p> <p>10.5.1 procure for the Distributor the right to continue using the product;  10.5.2 modify the same so that such Product becomes non-infringing; or  10.5.3 terminate this agreement with respect to the infringing Products in which case the Distributor shall have no claim against the Company with respect to such termination.</p>	<p>公司的任何产品或协议中的任何一部分产品，公司将自费从以下选项中自主决定：</p> <p>10. 5. 1 为经销商获得继续使用公司产品的权利；  10. 5. 2 修改产品以使其不侵犯；或者  10. 5. 3 基于侵犯产品一事终止本协议。此种情况下经销商对此协议的终止无权向公司提出索赔。</p>
<p>10.6 The company shall have no liability to the distributor under this paragraph for any infringement of Intellectual Property Rights which results from the company's compliance with the Distributor designs or specifications.</p>	<p>10.6 公司因遵守经销商的设计或规格要求而侵犯了知识产权，公司在本款下对经销商不承担任何责任。</p>
<p>10.7 The Distributor shall indemnify the company for any loss, damage, expense or liability in any suit or proceeding based upon any claim for the infringement of Intellectual Property Rights brought against the Company resulting from the Company's compliance with the Distributor's designs or specifications and for any such infringement involving any making or branding applied by the Company at the request of the distributor.</p>	<p>10.7 公司因遵守了经销商的设计或规格要求，并根据经销商的要求采用了任何制造或标识而卷入侵犯知识产权的索赔诉讼中，经销商须赔偿公司在该诉讼中的任何损失、损害、费用，或为公司承担责任。</p>
<p><b>11. Manufacturing Option</b></p> <p>11.1 It is hereby declared that if the Distributor shall request manufacturing rights under licence for the Product in the Territory then such request may be granted by the Company at its option and on such terms and conditions as the parties may then agree.</p>	<p><b>11. 制造选择权</b></p> <p>11.1 兹声明，若经销商要求领有执照的制造权为区域生产产品，公司可能按照自己的决定和双方协商的条款和条件授权给经销商。</p>
<p><b>12. No Assignment</b></p> <p>12.1 This agreement shall not be assigned by the Distributor without the prior written</p>	<p><b>12. 不可转让</b></p> <p>12.1 经销商未事先获得公司的书面同意不得转让本</p>

consent of the Company.	协议。
<p><b>13. Waiver</b></p> <p>13.1 Failure of either party to insist in any instance upon strict performance by the other of any provision of this agreement shall not be construed or deemed to be a permanent waiver of such or any other provision of this agreement. The Company's rights and remedies shall be cumulative and may be exercised singularly or concurrently.</p>	<p><b>13. 弃权</b></p> <p>13.1 如果一方在任何情况下未坚持让另一方严格执行协议中的某一条款，并不构成其对该条款或其它条款权利的永久放弃。公司的权力和纠正可以是累积性的，且可以单独或者同时使用。</p>
<p><b>14. Complete Agreement</b></p> <p>14.1 This agreement is a complete and exhaustive statement of the agreement between the parties and supersedes all prior oral or written communications, proposals, agreements, representations, statements, negotiations and undertakings between the parties with respect to the Product to be provided hereunder.</p>	<p><b>14. 完整协议</b></p> <p>14.1 本协议构成双方之间的完整的协议，并取代双方以前就提供产品进行的口头或书面通讯、计划书、协议、说明、声明、议付或担保。</p>
<p><b>15. Force Majeure</b></p> <p>15.1 The Company shall not be liable for damages or for delay in delivery or for failure to give notice of delay when such delay is due to conditions beyond the Company's reasonable control.</p>	<p><b>15. 不可抗力</b></p> <p>15.1 如果延误是超出公司合理控制范围导致的，公司对任何损坏、延迟交货或未能通知对方延迟交货不负责任。</p>
<p><b>16. Governing Law</b></p> <p>16.1 This agreement shall be governed by the laws of New Zealand.</p> <p>16.2 subject to the arbitration clause set out below, the parties submit to the non-exclusive jurisdiction of the High Court of New Zealand.</p>	<p><b>16. 适用法律</b></p> <p>16.1 本协议由新西兰法律管辖。</p> <p>16.2 依照下述仲裁条款，双方服从于新西兰高等法院之非专属管辖。</p>
<p><b>17. Arbitration</b></p>	<p><b>17. 仲裁</b></p>

<p>17.1 Any dispute arising out of or in connection with this agreement shall be resolved by arbitration under the Arbitration Act 1966. If the parties are unable to agree on an arbitrator, one shall be appointed by the President of the Local District Law Society. During such arbitration, both parties may be represented by a duly qualified legal practitioner.</p>	<p>17.1 任何由本协议引起或与本协议有关的争议应依照仲裁法1966仲裁解决。如果双方就仲裁人无法达成一致，应有当地地区律师协会主席指定一位仲裁人。各方可在仲裁期间，由一名完全合格的律师代表各方。</p>
<p>17.2 A party to arbitration under this agreement may appeal to the High Court on any question of law arising out of an award, and any matter relating to the construction of this agreement shall be considered a question of law.</p>	<p>17.2 如果本协议任何一方当事人对裁决有不同意见，可以就任何法律问题向高等法院提起上诉，任何与本协议的订立相关的事情均可被视作法律问题。</p>
<p><b>18 Notices</b></p> <p>18.1 Any Notice to be given pursuant to the terms of this agreement shall be in writing addressed to the party to whom it is given and shall be left at or sent by facsimile transmission, or e-mail with signed hard copy letter to be received within ten (10) days, or pre-paid registered airmail post to the address of such party as it may from time to time notify to the other and shall be deemed to be served on the day so left or transmitted by facsimile machine or e-mail.</p>	<p><b>18 通知</b></p> <p>18.1 任何有关协议条款的通知应以书面形式，用传真或电子邮件寄送，签署后的打印件在10天之内送达对方，或者用航空挂号信寄送到对方的最新地址。通过传真或电子邮件送交的通知应被视为当日送达。</p>
<p><b>19 Interpretation and Banking Details</b></p> <p>In this document where the context permits</p> <p>19.1 Masculine shall include feminine and vice versa</p> <p>19.2 Singular shall include plural and vice versa</p> <p>19.3 Reference to a person shall include a Company</p> <p>19.4 Reference to a party shall include that party's executor's administrations successors and assigns.</p>	<p><b>19 解释和银行账户</b></p> <p>本文件中，在上下文允许的地方：</p> <p>19.1 使用男性称谓，也包括女性，反之亦然。</p> <p>19.2 单数也包括复数，反之亦然。</p> <p>19.3 提及单个人时，也包括一个公司。</p> <p>19.4 提及协议一方时，也包括该协议方执行人的行政人员、继任者和受让人。</p>

<p>19.5 Reference to statute or regulation shall all amendments and re-amendments thereof.</p> <p>19.6 Reference to currency shall mean New Zealand dollars (NZ\$)</p> <p>19.7 Any provision requiring performance of two or more persons shall bind those persons jointly and severally.</p> <p>19.8 Headings are for convenience only and shall not effect the interpretation of this document.</p>	<p>19.5 提及法律或法规时，也包括该法律或法规所有修改和再修改过的地方。</p> <p>19.6 提及货币时，指新西兰元。</p> <p>19.7 要求两个或两个以上的人执行条款时，对所有人有共同连带约束。</p> <p>19.8 协议中使用的标题仅为方便之用，不影响本文件的诠释。</p>
<p><b>SIGNATURES</b></p> <p>SIGNED by <i>The Company</i> ..... Director</p> <p>..... Director / Authorised Person</p> <p>In the presence of:</p> <p>..... Witness Name</p> <p>..... Witness Occupation</p> <p>..... Witness Residence</p> <p>SIGNED by <i>The Distributor</i> ..... Director</p> <p>..... Director / Authorised Person</p> <p>In the presence of:</p> <p>..... Witness Name</p> <p>..... Witness Occupation</p> <p>.....</p>	<p>签署</p> <p>公司 签署 ..... 经理</p> <p>..... 经理 / 授权人</p> <p>在以下证人面前签署:</p> <p>..... 证人姓名</p> <p>..... 证人职业</p> <p>..... 证人住址</p> <p>经销商 签署 ..... 经理</p> <p>..... 经理 / 授权人</p> <p>在以下证人面前签署:</p> <p>..... 证人姓名</p> <p>..... 证人职业</p>

Witness Residence

.....  
证人住址