**CONTRACT OF AUTHORIZATION ON PRODUCTS DISTRIBUTION**

甲方（厂商）： Party A  (Manufacturer ):

乙方 （经销商）： Party B ( Distributor ) :

甲乙双方本着平等互利，协商一致的原则，就甲方授权乙方在指定区域经销甲方产品的有关事宜，达成如下协议：

On the basis of the principal of equality and mutual benefit, through friendly consultation, whereas Party A agrees to entrust Party B to sell the products of Party A in the appointed areas, now this presents witness that is hereby agreed between the parties hereto as follows.

第一条 保证GUARANTEE

合同双方保证自己是合法存在的法人组织，具有经营与经销本合同 指定产品的资格，并互换《营业执照》，《税务登记证》等有关证件的复印件。

Both parties hereto shall ensure their legal positions of corporate organizations and the qualification to sell the products as specified in this Contract. Both parties shall exchange the duplicated documentations of relevant certificates such as business license and tax registration certificate.

第二条 代理销售区域范围Distribution Area

1. The distribution area authorized by Party A to Party B is Austria;

甲方授权乙方销售甲方产品的行政区域为：奥地利；

2. 乙方同意作为甲方在上述指定区域之代理商，并承诺全部履行本合同项下之义务。

Party B agrees to be the agent in the area mentioned above and undertake all the obligations under this Contract.

第三条 合作方式Cooperation Mode

由甲方提供能源节电技术产品，由乙方负责在奥地利进行推广、销售：

Party A shall provide energy resources electricity power saving / conservation technology products and Party B shall be responsible for the promotion and sales of the products:

a) 甲方提供的产品，应适于在奥地利销售，并由缔约双方书面确定；

The products supplied by Party A shall be suitable for the sales in Austria and shall be confirmed by both parties hereto in written form;

b) 甲方对由自己提供的产品的使用，负责为乙方进行人员培训；

Party A shall be responsible for the training of the personnel of Party B for the use of the products supplied by Party A;

c) 甲方应在本合同规定的范围内向奥地利WT或其指定的其它港口出口合作产品；

Party A shall export the products to WT or other ports appointed by it within the scope as specified in this contract;

d) 甲方应提供经乙方指定的优质可销的能源节电技术产品；

Party A shall supply to the marketable resources electricity power saving / conservation technology products with high quality as specified by Party B;

e) ）根据本合同合作的产品应采用专门的商标，由乙方在奥地利独家经销；

The products to be manufactured under this contract shall be specifically branded as being produced for the exclusive distribution by Party B in Austria;

f) 甲方具有向乙方生产和提供本合同规定的产品独有权，乙方具有接收由甲方根据本合同生产的产品的独有权；甲方不得与奥地利境内的任何其它公司、商号或个人进行与本合同规定的产品有关的商业活动，应赋予乙方对奥地利市场其它产品的优先取舍权；乙方不得与中国境内的任何其它中国公司、商号或个人进行与本合同规定的产品有关的商业活动，应赋予甲方其它产品的生产的优先取舍权；

Party A shall have the exclusive rights to produce and supply the products under this contract to Party B and Party B shall have the exclusive right to receive the products made by Party A under this contract. Party A shall not transact any business with any other Austrian Company, firm or individual with respect to products covered by this Contract and shall give Party B the rights of the first refusal with respect to other products contemplated for the Austrian market and Party B shall not transact business with any other Chinese company, firm or individual with respect to the products covered by this contract and shall give Party A the right of the first refusal with respect to the production of other products from China.

g) 乙方以自己的名义进行本合同规定的下列事项：

Party B shall use its name to do the following under this contract:

h) i)在奥地利有关部门对产品进行注册；

Register the products with the relevant authorities in Austria;

（ii）在奥地利进行产品销售。

Market the products in Austria

第四条 合作所涉能源节电技术产品包括：Products Involved in Cooperation

第五条 合同期限、首期采购任务、年度销售任务及奖励.

Term, Purchase Task of First Phase, Annual Sales Task and Rewarding

1、 本合同有效期为\_\_\_年，自 年 月 日起至 年 月 日止。

This contract shall be valid and in operation for a period of five (5) years, commencing on \_\_\_and terminated on \_\_\_.

2、 首期采购任务：乙方须在本合同签署之日起90天内购买甲方价值 10 万美元的产品。

Purchase Task of First Phase: within ninety (90) days upon and from the date on which this contract is signed, Party B shall purchase from Party A the products of 100 thousand USD.

3、 本合同期满，乙方可以申请续签，但应在期满前30天内书面向甲方申请。如乙方已按时完成合同约定的产品年度销售任务，同等条件下将有优先续签合同约定的代理区域范围和代理系列产品的权利。

After the expiration of the validity of this contract, Party B may submit application for renewal by a 30 (thirty) days Prior notice. Where Party B complete the annual sales task as specified in this contract on schedule, Party B shall have the preemptive right to renew this contract at the same condition for the distribution of the products in the area as specified in this contract.

4、 销售任务及奖励见附件。Refer to appendix for the sales task and rewarding in detail.

第六条：产品采购及付款方式Purchase of Products and Payment

1. 在签署本合同之日，乙方需向甲方交纳2万美元成约定金；乙方在本合同签字盖章后90日内完成首期采购10万美元任务，半年内应累计完成 万元美元的销售任务；一年内应累计完成 万元美元的年度销售任务。

Upon the date on which this contract is signed, Party B shall pay to Party A 20 thousand USD as contract guarantee fund; Party B shall complete the purchase task of first phase (100 thousand USD) within ninety (90) days upon and from the date on which both parties set the hands and seals on this contract. Within half year, Party B shall complete the accumulative task of \_\_\_ ten thousand USD; within one year, Party B shall complete the accumulative annual task of \_\_\_ ten thousand USD.

2. 乙方应在合同生效后 ９０ 天内向乙方订购不少于 10 万美元的货物。此时，本条第1款成约定金中的1万美元转为预付款，按第九条不足部分的预付款仍应按第九条执行。

Within ninety (90) days upon and from the date on which this contract becomes effective, Party B shall purchase from Party A the products of at least 100 thousand USD. At that time, the contract guarantee fund of ten thousand USD shall be converted into advance payment, and the lacking part according to article nine shall be subject to article nine.

3. 剩余的1万美元成约定金转为第二次交易的预付款。

The remaining contract guarantee fund of ten thousand USD shall be converted as the advance payment of the second transaction.

4. 订货时乙方应向甲方指定办事机构发出书面订货单，订货单应有乙方法定代表人签名并加盖公章。甲方收到订货单后确认该笔订货是否有效。如确认订货有效，则每份订货单及确认函均构成一份独立有效的买卖合同，本合同有关付款方式，交货等相关条款可视为对该独立合同的有效补充。

Party B shall send the written order to Party A, and the order shall be signed by the legal representative of Party B and stamped by common seal. Upon the receipt of the order, Party A shall confirm whether the order is valid. Where the order is valid, each order and letter of confirmation shall be an independent and valid sales contract. The payment mode and delivery clauses as specified in this contract may be deemed as the valid addition of the independent contract.

5. 乙方书面订货单得到甲方确认后，乙方在收到甲方确认函后三天内支付货款总额的30％给甲方作为预付款，其余70%须在甲方发货前三天支付给甲方。付款日期均为货款已到达甲方账户的日期。

After the written order of Party B is confirmed by Party A, within three (3) days upon and from the receipt of the letter of confirmation from Party A, Party B shall pay to Party A 30% of the total payment for goods as advance payment; within three (3) days before the delivery of the goods by Party A, Party B shall pay the remaining 70% to Party A. The payment date shall be the date on which the payment arrives at the A/C of Party A.

6.货币结算单位为美元。All transactions shall be conducted by USD.

第七条 合作产品质量Quality of Products

（1） 按照中华人民共和国标准执行(中华人民共和国国家标准或部颁或企业具体标准)。

According to the standard of the People's Republic of China (the specific standard of enterprises or issued by the Department or the People's Republic of China)

（2） 但乙方所要求生产的产品质量标准高于(1) 标准的, 乙方必须在甲方开始生产之前向甲方提出书面要求.

Where Party B require that the quality of the products is higher than as specified in (1), Party B shall submit to Party A the written application before the production.

（3） 在本合同期内，每一批合作产品的数量和计量单位、计量方法、货差规定及计算方法另行约定。

Within the period of validity of this contract, the quantity, measurement, freight shortage and computation of the products of each lot shall be specified otherwise.

第八条 交货与运输Delivery and Shipment

1. 每份经甲方确认后的订货单，甲方应在收到乙方全部货款后3个工作日内发货。

For each order confirmed by Party A, Party A shall deliver the goods within three (3) working days upon and from the receipt of all the payment from Party B.

2. 发生人力不可抗拒因素（不可预测、不可避免、不可克服等），使甲方不能按时供货或乙方不能按时交付货款的情况除外。

Except Party A fails to deliver the goods on schedule or Party B fails to make the payment for the force majeure (unpredictable, unavoidable and insurmountable).

3. 乙方可自行来甲方指定地点提货，亦可委托甲方代办航空、快递等形式的托运。甲方承担铁路行包或汽运及保险的费用（如铁路，公路运输）。如乙方要求特殊运输方式（如航空和快递），需出具委托书，运输和保险费用由乙方承担。甲方发货后，将提货单及发货票随后寄给乙方。

Party B may come to the site appointed by Party A for goods and also may entrust Party A to handle the air transportation and express delivery on behalf. Party A shall bear the expenses of freight charges and insurance expenses (for example, railway and road transportation). Where Party B requires special transportation mode (for example, air transportation and express delivery), Party B shall provide letter of authority and bear the freight charges and insurance expenses. After

the delivery of goods by Party A, Party A shall send the bill of goods and invoice to Party B.

4. 乙方提货时必须当场开箱验货。如发生货物缺失、破损等，乙方应在提货当天向甲方提出书面通知甲方。并由相关承运部门提供货品缺失、破损证明，由双方协商处理。

When taking delivery of the goods, Party B shall make unpacking inspection on the site. Where any shortage, damages or loss is found, Party B shall notify Party A in written form in the same day. Relevant carrier shall issue the certificate of loss or damage, and the event shall be settled through friendly consultation by both parties hereto.

5. 交货时间：根据合作期内每一次合作的具体情况另行确定。

Date of Delivery: specified otherwise according to the specific condition of each cooperation during cooperation period

6. 交货地点：根据合作期内每一次合作的具体情况另行确定。

Site of Delivery: specified otherwise according to the specific condition of each cooperation during cooperation period

7. 运输方式：根据合作期内每一次合作的具体情况另行确定。

Transportation Mode: specified otherwise according to the specific condition of each cooperation during cooperation period

8. 保 险：\_\_\_\_\_\_\_\_\_\_(按情况约定由谁负责投保并具体规定投保金额和投保险种)。

. Insurance: \_\_\_\_\_\_\_\_ (Specified according to the specific condition)

第九条 保修Warranty

乙方在销售中因甲方产品存在质量问题，均可向甲方申请保修、调换。

Where any quality problem is found, Party B may apply for maintenance or replacement from Party A.

第十条　产品退、换货政策Replacement and Rejection of Goods

1 产品保修（换）期限Warranty (Replacement) Period

甲方对正式备案的售出产品（以收到经销商反馈的“甲方登记联”为准），自用户购买之日起，提供为期两年的免费产品保修服务以及终身有偿维修服务。

For the sold products formally filed by Party A (subject to the "Party Registration" sent by the distributor), from the date on which the products is sold, Party A shall provide free maintenance service of two (2) years and whole-life maintenance with compensation.

2 产品保修（换）原则Warranty (Replacement) Policy

在甲方规定的产品保修期内，在用户严格按照产品使用说明书的规定对产品进行了正确安装，使用和维护的前提下，如果确实由于产品的自身质量问题造成产品的各类故障，甲方将免费为用户提供返修或调换货品服务。

Within the warranty period as specified by Party A, on the premise of proper installation, use and maintenance according to the specification of the instruction of products, where the malfunction of the products is caused by the quality themselves, Party A shall provide free replacement or free maintenance service.

3 产品返修原则Reworking Policy of Products

对于以下符合产品保修（换）原则规定的质量问题产品，甲方只能提供原货品返修服务（不可调换）：

For the following products with quality problem meeting the regulations of warranty (replacement) principal, Party A shall only provide reworking service (without replacement):

1) 为用户特殊定做的大功率(非常规)型号产品。

Large power (unconventional) products specially produced for users.

2) 用户购机安装三个月后，发生质量问题，且可以进行修复的产品。

The products with quality problem that may be recovered three months later since installation.

3) 购机安装三个月内发生质量问题但可以修复的产品，经与客户沟通并征得客户同意，允许进行产品返修的。

The products with quality problem that may be recovered within three months since installation but with the approval of the users for reworking.

第十一条　　价格调整及利益保障条款Price Adjustment and Benefit Assurance

为充分保障广大经销商的利益，甲方在进行产品价格体系调整时，将严格遵守以下承诺：

To fully ensure the benefit of the distributors, where Party A makes the price adjustment, Party A shall strictly abide by the following promise:

1、 甲方保证产品价格体系正式调整前七个工作日将价格调整信息通知代理商。

Within seven (7) working days before the formal adjustment of the price system, Party A shall notify the distribution of the relevant adjustment price information.

2、 对于甲方进行产品价格体系调整前（以甲方正式执行调整后的新价格体系日期为准）已经发生采购的行为，甲方不负责进行差价补偿。

Party A shall not be responsible for the price difference compensation for the purchase activity occurred before the price adjustment.

第十二条　双方其他权利与义务Other Rights and Obligations

1、 甲方的权利Rights of Party A

1.1 有建议和指导乙方实施甲方制订的市场营销方案的权利；

Party A shall have the right to direct Party B to execute the marketing plan designed by Party A;

1.2 有核定乙方特约经销区域及特约经销产品市场最低售价的权利；

Party A shall have the right to examine the specific distribution area and the lowest market price of the distributed products.

1.3 有审核、规范乙方进行产品广告宣传的权利；

Party A shall have the right to examine and standardize the advertisement activity of Party B;

2、 甲方的义务Obligations of Party A

2.1 在乙方完成首期采购任务后,向乙方出据代理商证书及证明，维护乙方作为代理商的正当合法权益。

After Party B completes the purchase task of the first phase, Party A shall issue the agent license and certificate to maintain the legal right of Party B as distributor.

2.2 向乙方提供产品销售时所需的营销、技术和广告宣传资料及相关的产品认证证书。

Party A shall provide to Party B the marketing, technology and advertising data and relevant production certificate required for the sales of the products.

2.3 乙方在本合同第二条约定区域范围内进行其代理经销产品的市场开拓与销售工作时，为乙方提供必要的市场指导、技术支持、培训支持等相关配套服务。

When Party B conducts the marketing exploitation and sales of the products in the area as specified in the article two of this contract, Party A shall provide necessary relevant supporting services such as market guidance, technical support and training support for Party B.

2.4 向乙方按时、按质、按量提供包装完整的合格产品；

Party A shall supply the well-packed qualified products to Party B on schedule by quality and quantity.

2.5 协助乙方做好货物托运及调换工作；

Party A shall render assistance to Party B to make goods consignment and replacement.

2.6 采取有效措施调节和规范市场秩序；

Party A shall take effective measure to adjust and standardize the market order.

2.7 严守乙方的商业机密。

Party A shall not disclose the commercial secrete to any other third party.

3、 乙方的权利Rights of Party B

3.1 享有本合同第二条约定的特约经销产品在产品特约区域的经销权；

Party B shall have the right to enjoy the distribution right of the specified products in the area as specified in Article two of this contract.

3.2 享有按《OA电能科技2004年度市场营销方案》享受一切奖励条款规定的权利；

Party B shall have the right to enjoy all the rights as specified in the rewarding clause according to the 2004 Marketing Plan of GUANGZHOU OA TECHNOLOGY COMPANY LIMITED.

4、 乙方的义务Obligations of Party B

4.1 应向甲方提供营业执照等合法有效的经营证件，并严格遵守国家有关法律法规及行业规范，进行守法经营；

Party B shall provide the legal and valid business license to Party A and strictly abide by the industry standard and relevant laws and regulations of the country, and operate under the laws.

4.2 自觉维护甲方及其产品的形象和声誉，在甲方指导下处理好特约经销区域内产品终端用户的投诉与相关服务请求，并做好有关部门监督检查的配合工作；

Party B shall maintain the image and reputation of Party A and its products. With the guidance of Party A, Party B shall make good settlement of the complaint and relevant service application of the final users in the distribution area, and render good coordination to relevant department for supervision and inspection.

4.3 严格遵守甲方《OA电能科技2004年度市场营销方案》中关于市场营销秩序维护及经销商行为约束方面的相关规定；

Party B shall strictly abide by the relevant regulations with respect to the market order maintenance and binding on the activity of the distributors as specified in the 2004 Marketing Plan of GUANGZHOU OA TECHNOLOGY COMPANY LIMITED.

4.4 不得擅自生产、伪造甲方之产品，并要协助甲方做好保护甲方专利、商标等知识产权的工作；严守甲方的商业秘密；

Party B shall not produce, counterfeit the products of Party A; Party B shall render assistance to protect the intellectual property such as patent and trademark of Party A. Party B shall not disclose the commercial secrete to any other third party.

4.5 乙方必须安装专用的通讯设备，保持与甲方的持续沟通，及时反馈各种市场营销信息；

Party B shall install special communication equipment to maintain a good contact with Party A and feed back various marketing information on time.

4.6 乙方印制各种针对甲方的宣传资料前必须呈甲方审核，并经甲方书面许可后方能发布；

Party B shall submit all the advertising data involving Party A to Party A for examination and approval; and the advertising data shall only be issued with the approval of Party A.

4.7 遵守甲方颁布的年度营销方案、客户服务方案，并积极支持配合甲方组织的各项活动；

Party B shall abide by the annual marketing plan, client service plan and render active assistance to Party A to organize various activities.

4.8 不得以甲方名义与第三人签订经济合同或从事其他民事行为，甲方亦无须为乙方与任何第三人发生的经济或民事纠纷承担法律责任。

Party B shall not transact business or other civil deeds with any other third person or party in the name of Party A. Party A shall not bear any legal responsibility for the economic or civil dispute between Party B and any other third person or party.

第十三条　合同修改、终止Modification and Termination of Contract

1. 本合同的修改必须经双方协商一致，并形成书面材料（合同变更简约），经双方签字盖章后生效；

The modification of this contract shall be agreed by both parties to this contract. The modification shall be formed into written form (Contract Modification Agreement) and signed and approved by both parties.

2. 发生下列任何一种情况时，宣称此种情况存在的一方（申诉方）应书面通知另一方。如果收到上述通知的一方未在收到通知后30天内（本合同特别约定除外）纠正、补救或消除这种情况，则申诉方有权书面通知另一方解除本合同并立即生效。在上述30天期限内，双方仍应继续履行其在合同项下的义务。

Where the following events occur, the parties concerned shall notify the other party of the relevant matter. Where, within thirty (30) days (except the contract specified in particular) after the receipt of the notice, the other party fails to measures to correct, remedy or eliminate these events, the parties concerned may terminate this contract with written notice. Within the thirty (30) days mentioned above, both parties shall continuously execute the obligations under this contract.

2.1 一方严重违反合同及合同相关附件之约定；

Either Party to this contract violates the regulations as specified in the contract and relevant appendixes.

2.2 一方破产或进入清算程序（无论是强制性或自愿性）；

Either Party hereto is in bankruptcy or in the liquidation procedure (mandatory or voluntariness).

2.3 出现不可抗拒力的情况，以至任何一方无法履行其在合同项下的主要义务；

Either Party hereto can not implement the main obligations under this contract for force majeure;

2.4 一方在公众场所、传媒等攻击另一方的形象和声誉，或自身公共形象严重败坏。

Either Party attacks the image or reputation of the other party in public and through media or its own public image is damaged severely.

3. 经双方书面同意，可提前终止合同。

This contract may be terminated with the written consents of both parties.

4. 乙方在合同规定时间内,未完成首期采购任务，本合同即无效

Party B fails to complete Purchase Task of First Phase, the contract shall be deemed as invalid.

第十四条 保密条款Confidentiality

缔约双方在合同有效期间对其从另一方获得的、与另一方活动有关的所有被认为是机密的信息进行保密，不向任何人、商号和公司透露，（正确行使本合同规定的责任时除外）。

The parties hereto undertake one to the other to keep confidential at all times during the continuance of this agreement all information acquired by them in connection with the activities of the other party and which may reasonably be regarded as private, secret, confidential in nature and (except in proper performance to their obligation herein under) not to divulge the same to any person, firm or company

第十五条　违约责任Liabilities for Breach

甲、乙双方均应按本合同的约定履行义务，任何一方违反本合同约定，则守约方有权要求违约方支付人民币 万元的违约金给守约方，并赔偿守约方因此造成的全部经济损失。

Both Parties shall implement the obligations as specified in this contract. Where either Party violates the regulations under this contract, it shall pay RMB \_\_\_\_\_\_ to the other party and shall bear all the economic losses caused thereof.

第十六条 不可抗力Force Majeure

任何一方由于不可抗力原因不能履行合同时，应在不可抗力事件结束后\_\_\_\_\_\_\_日内向对方通报，以减轻可能给对方造成的损失，在取得有关机构的不可抗力证明后，允许延期履行、部分履行或者不履行合同，并根据情况可部分或全部免予承担违约责任。

Where either Party fails to implement this contract for the reason of force majeure, it shall notify the other party immediately within \_\_\_ days after the end of the force majeure to reduce the losses sustained by the other party, after the obtaining the certificate of the unexpected accident issued by the competent authorities, bear part or none of the liabilities for breach according to the conditions. According to the certificate, both parties determine to implement this contract in delay, in part or terminate this contract.

第十七条 争议解决Dispute Resolution

凡因本合同引起的或与本合同有关的任何争议，如双方不能通过友好协商解决，均应提交中国国际经济贸易仲裁委员会深圳分会，按照申请仲裁时该会实行的仲裁规则进行仲裁。仲裁裁决是终局的，对双方均有约束力。

All disputes, controversies, claims or differences arising between the parties hereto in connection with or relating to this Agreement or its validity, existence, termination or breach shall be settled through friendly consultation between both parties hereto. Where the disputes cannot be settled through friendly negotiations, it shall be referred to and finally settled by final and binding arbitration by Shenzhen Branch of China International Economic and Trade Arbitration Commission.

第十八条 其它事项Miscellaneous

 1. 按本合同规定应付的违约金、赔偿金、保管保养费和各种经济损失，应当在明确责任后\_\_\_\_日内，按银行规定的结算办法付清，否则按逾期付款处理。

The penalty, compensations, storage expenses and various economic losses as specified in this contract shall be paid within \_\_\_ days after the confirmation of the responsibilities by the settlement method specified by the bank, otherwise it shall be deemed as arrear payment.

2. 约定的违约金，视为违约的损失赔偿。双方没有约定违约金或预先赔偿额的计算方法的，损失赔偿额应当相当于违约所造成的损失，包括合同履行后可获得的利益，但不得超过违反合同一方订立合同时应当预见到的因违反合同可能造成的损失。

The penalty specified in this contract is deemed as the compensations for losses. Where both parties do not specify the computation method for the penalty or advance compensation amount, the compensation amount for losses shall be equal to the losses caused by the breach of the contract, including the benefit after the implementation of this contract, but not exceeding the predicted losses caused by the breach of this contract when the party in breach signs this contract.

3. 本合同自甲方交付成约定金之日起生效，期限为\_年。合同有效期内，除非经过对方同意，或者另有法定理由，任何一方不得变更或解除合同。 合同到期后，缔约双方在双方同意的情况下可以续订有效期可仍为五年或重新确定。

This contract shall become effective upon the date on which Party A pay the contract guarantee fund, the term of validity is \_\_ one year. During the term of validity of this contract, unless the other party consents or has other legal reason, either party shall not modify or terminate this contract. The parties hereto shall have the option to renew this agreement at the expiration of the initial five (5) years period on the same terms or on fresh mutually agreed terms as the parties hereto may decide.

4. 合同如有未尽事宜，须经双方共同协商，作出补充规定，补充规定与本合同具有同等效力。

Other affairs not included hereof shall be made into additional regulations through friendly consultation. The additional regulations shall have the same effects as this contract.

5. 双方来往函件，按照合同规定的地址或传真号码以\_\_\_\_\_\_\_\_方式送达对方。如一方地址、电话、传真号码有变更，应在变更后的\_\_\_\_\_\_\_日内书面通知对方，否则，应承担相应责任。

The letters between both parties shall be sent to the address or fax as specified in this contract in \_\_\_ mode. Where the address, telephone and fax of either party are changed, the party shall notify the other party within \_\_\_ days after the change; otherwise it shall bear the corresponding responsibilities.

买方代表（签字）：  
  
Representative of the Buyer  
  
(Authorized signature):  
  
卖方代表（签字）：  
  
Representative of the Seller