

-- D R A F T --

DISTRIBUTORSHIP AGREEMENT
DINET – XXX

This Agreement is made on the (date) between:

DINET Srl (Hereinafter called DINET)
Via Europa, 60 – 10024 Moncalieri (TO)
Italy,

and

XXX (Hereinafter called **DISTRIBUTOR**)

(address)

DINET is engaged in the business of manufacture and sale of Equivalent Spare Parts for VOITH Automatic Transmissions of buses. XXX is engaged in the business of distribution of automotive spare parts and is interested in the distribution of DINET products. For that reason DINET wishes to appoint XXX as DISTRIBUTOR of these products in the agreed territory.

1. Object – This Agreement concerns the distribution of **Equivalent Spare Parts for VOITH Automatic Transmissions of buses manufactured and sold by DINET** (hereinafter called PRODUCT).
2. Territorial jurisdiction - DINET hereby appoints the DISTRIBUTOR for the purpose of supplying the PRODUCT to all customers **in the territory of ...**. Exceeding this limit is not allowed, if not authorized by DINET.
3. Engagement - In return for this Agreement the DISTRIBUTOR accepts this appointment from DINET and agrees to use his best efforts to promote the sale of the PRODUCT and to solicit orders for the sale of the PRODUCT towards customers that are involved in bus automatic transmissions business in the assigned market. The DISTRIBUTOR shall diligently represent DINET in accordance with all established laws and regulations of the assigned territory.
4. Support - DINET will support the DISTRIBUTOR with such data relating to the PRODUCT as may be reasonably requested, including consultation, free of charge sales brochures, catalogues and other literature and visits of technical personnel for large customers and trade shows.

5. Terms - The agreement shall run into force **on ... (date)**. It shall continue for 12 months and shall be renewed for same periods unless one party gives the other party notice of termination before the end of the period.
6. Termination: This agreement may be terminated before the expiry either by DINET or by the DISTRIBUTOR with or without cause, with a written notice delivered to the other party. Termination shall be effected 60 days from the date of the notice. Upon the date of the termination of the agreement, all legal obligations, rights and duties arising out of this agreement shall terminate.
7. Transferability - This agreement and all its terms are limited to the DISTRIBUTOR and may not be transferred to any other party.
8. Exclusions: The DISTRIBUTOR shall not take any engagement on behalf of Dinet regarding orders, prices, warranties, compensation for damages, technical aspects or performance of the products, delivery times, and others. The DISTRIBUTOR shall not accept any order or make any contract binding upon Dinet. The DISTRIBUTOR shall not collect money from Customers on behalf of Dinet unless otherwise authorised by DINET's written notice.
9. Use of logo and literature - DINET authorizes the DISTRIBUTOR to use the "DINET" logo for all printed or electronic sales name cards, brochures, sales catalogue, promotional materials, advertisements and other literature of the DISTRIBUTOR for the purpose of soliciting orders for the PRODUCT only. Print or duplication of all or part of DINET catalogues or brochures are permitted only prior written authorisation by DINET.
10. Sales target - **Minimum sales target for the first year is fixed in ... (...) euro**. Sales targets shall be agreed from year to year. If sales target will not be reached by the DISTRIBUTOR, either party may terminate this agreement as stated.
11. Prices - PRODUCTS prices are defined by DINET keeping into account the DISTRIBUTOR indications and the Price List is supplied to the DISTRIBUTOR. Prices can be subjected to change at the discretion of DINET, against notice to DISTRIBUTOR. In any case, prices will be renegotiated in November each year.
12. Orders and delivery terms - DINET will accept only written orders from the DISTRIBUTOR. Deliveries will be "ex works", packaging not included.
13. Payment terms – Payments will be made by the DISTRIBUTOR through bank transfer. Terms of payment are ... days after the invoice date. DISTRIBUTOR will effect timely payment of invoices.

Bank details of DINET :

BANCA REGIONALE EUROPEA – Ag. n. 4 Torino

IBAN code: IT 19 T 06906 01004 000000021535

SWIFT code: BLOPIT22

14. Starting stock – DISTRIBUTOR and DINET agree the supply of a first stock in order to favour the starting of the activity. The amount of this stock in of ... euro. The agreed specific payment term of this stock is ... days from the invoice date.
15. Restitutions - DINET accepts restitution of ordered products only against written request of authorisation and within 1 (one) month from the date of invoice. In any case, the corresponding amount cannot exceed 10% of the whole order. Unsold goods for more than one year can be replaced by other goods of same amount, under written request to DINET. In both cases freight charges are paid by the DISTRIBUTOR.
16. Warranty terms – All PRODUCTS are covered by 1 (one) year warranty period for production defects. Within this period, DINET will replace free of charge the defective parts only if DISTRIBUTOR clearly demonstrates that the cause of the problem is a production defect.
17. Claims – DINET exclusively answers to claims of the DISTRIBUTOR raised in warranty period and according to warranty terms. Under no other circumstance DINET will be subject to any incidental, consequential or indirect damage whatsoever with respect to claims made by any purchaser or user of the PRODUCT.
18. Confidential information: DISTRIBUTOR shall not, during or subsequent to the termination of this agreement, disclose DINET's confidential information to any third party or use DINET's confidential information for any purpose whatsoever other than the performance of the service on behalf of DINET without the previous written authorisation of DINET.
19. Forum - This agreement is governed by Italian Laws. Any legal dispute between DINET and the DISTRIBUTOR will fall within the cognizance of Torino Law-Court.

Signed for DINET:

Eng. Giuseppe Bodrone
(Managing Director of Dinet S.r.l.)

Signed for XXX:

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(.....)

