

5. COMMITMENT NOT TO COMPETE

5. 竞业禁止承诺

Alternative A

选项一

The Distributor shall not manufacture, distribute or represent any kind of product which may compete directly with the Products without previous authorization in writing from the Supplier.

To this end the Distributor declares that on the date of the signing of the present Contract, it acts as an agent or distributor for the companies and products detailed in the Schedule 2 of this Contract. The commitment not to compete shall be upheld throughout the duration of the present Contract and for years after its completion.

经销商不得在未经供应商的书面授权的情况下制造、经销或代表任何可能对本合同所述产品有竞争关系的其他产品。鉴于此，经销商声明自签订该合同之日起成为列于合同中附表2中的公司和产品的代理商或经销商。竞业禁止承诺在本合同存续期间和合同完成后的.....年内有效。

Alternative B

选项二

For the duration of the present Contract the Distributor may manufacture, distribute or represent products similar to those of the Supplier, on condition that the Distributor informs the Supplier of such activity.

在本合同存续期间，经销商可生产、经销或代表与供应商所提供产品类似的其他产品，条件是经销商通知供应商该行为。

6. MINIMUM SALES TARGETS

6. 最低销售目标

Both parties may undertake annually to establish a minimum sales targets for the following year of Contract which shall be explicit in the Schedule 3 of the present Contract.

双方应每年进行磋商，为合同存续期间内接下来的一年确定一个最低销售目标，并明确在该合同中的附表3中。

Alternative A

选项一

Should the Distributor not have achieved the minimum sales targets on completion of the period in question, the Supplier shall be entitled to choose from the following options: 1) total rescission of the Contract; 2) withdrawal of the right to exclusivity, where such right has been established; 3) reduction of the size of the Territory. The Supplier shall inform the

Distributor in writing of the decision to exercise this right within a period of months following the end of the year in which the minimum sales targets has not been achieved.

若经销商未能在约定期间内完成最低销售目标，供应商有权进行以下选择：1) 撤销全部合同；2) 收回已给予经销商的排他性权利；3) 缩小区域范围。供应商应书面通知经销商该决定并在经销商未完成最低销售目标所在年底后的.....月后实施此权利。

Alternative B

选项二：

Should the sales targets not be met, the Contract shall not be considered null and void, except in cases of clear negligence by the Distributor.

若销售目标未达成，除非因经销商的明显疏忽，合同不得被视为无效。

7. CONDITIONS OF SALE

7. 销售条件

The sale of Products shall be effected according to the general conditions of sale established in Schedule 4 of the present Contract. The Supplier shall deliver the products to [mention the place: warehouse, port, airport, etc], [city], [country], under conditions [Incoterm]. The Distributor agrees to comply, with the utmost care, with the terms of payment agreed between the Parties. It is agreed that the Products remain property of the Supplier until the Distributor has completed payment for the consignment.

产品的销售应根据该合同中的附表4所列的一般条件来确定。供应商应将产品运送到..... [列明仓库、港口、机场等等], [城市], [国家], 在.....[国际贸易术语]的条件下。

供应商同意按照双方协商好的支付条款和极其谨慎的态度履行合同。双方同意经销商未支付货款前，供应商保留对该货物的所有权。

Ésta es una muestra de 2 páginas de 19 del **Contrato de Distribución para China**
(versión bilingüe inglés-chino).

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