

**COUNTRY**  
**General Distribution Agreement**

The General Distributorship Agreement has been concluded between the following parties

**1. Parties:**

**1.1.Engin GİRGIN** : PUGEDON JOINT STOCK COMPANY (Pugedon A.S)

Address : Fatih mh. Fatih. Cd. No:57 Zemin /1 Arifiye- Sakarya

Tax Administration :Gümrükönü Tax Office

Tax Number : 7330442793

**1.2. Distributor** : .....

**PUGEDON A.S . and Distributor** contract shall be referred to as the sole ‘Party’ and jointly the ‘Parties’

**2.Contract Agreement:**

This Contract with , ( referred to as "Product") of the "Pugedon (brand number 2015/83256)" recycling automation that feeds on street animals "(patent no. 2014/04435) requested by

Order Request Form delivered to **COUNTRY**

produced by Engin Girgin. For this ..... will pay service and sale fees to Pugedon A.S.

**3. Execution of the agreement: Term and Terminations**

**3.1. When Effective:** .The agreement will take place once the first order is delivered in the following .../.../..... date. Will end on .../.../.....

**3.2** If the payment by **Distributor**

If the payment made by the company is not made or incomplete, it will be canceled.

**3.3.** All amounts and any accrued liabilities that have not been paid, but need to be paid because of its due time, or accrued liability, upon termination or termination upon due date at the end of the term of this Agreement will continue to be valid after termination of this Contract.

**4. Rights and Obligations of the parties**

**4.1. PUGEDON A.Ş. Rights and Obligations:**

**4.1.1.** As stated in the order form, the products manufacture will initiate, and be delivered according to the time/duration of the production.

**4.1.2.** Responsible for defects in materials, bad workmanship and manufacturing effects for a period of 2 years with respect to the products to be delivered under the contract. In the event of a defect in the products caused by the manufacture, the company is committed to free replacement of defective parts of the product. This commitment will last for two years.

**4.1.3.** By contracting the products during the term of the contract **Distributor** is obliged to meet the order. PUGEDON A.S is responsible for the manufacture and transport of goods.

**4.2. Distributor Rights and Obligations::**

- 4.2.1. The sole authority for general promotion, sales and distribution for the product in BAE.
- 4.2.2. Sub-franchises or representations may be created for the sale and marketing of Products for which it is authorized to distribute. However, in this authorization and partnership, PUGEDON A.Ş. will need to send a written approval.
- 4.2.3. Responsible of promoting products and campaigns at local and national level throughout the contract.
- 4.2.4. **Distributor** will not have the manufacture of the product from a third company, regardless of whether it is a patent certificate or not. If its done, PUGEDON A.Ş. has the right to terminate the contract unilaterally.
- 4.3. **Joint Provisions:** Nothing shall be liable to you or any third party for any damages whatsoever (including but not limited to loss of profits, lost production, depreciation or amortization) including, but not limited to, loss of profits, loss of use, loss of use, due to the decline it is not obliged against the other party..
5. **Coercive reasons:**
  - 5.1. Events/disasters such as fire, flood, storm, hurricane, explosion, earthquake, war, building collapse, strike, insurrection, sabotage, theft or any other violation of the law is described as coercive.
  - 5.2. In a Coercive attack PUGEDON A.Ş. (Within five days) will send documents to **Distributor** showing the coercive attack, and send information received from authorities to **Distributor**
  - 5.3. If a coercive attack reaches 60 days, **Distributor** will only pay for the products received up until then, and has the right to terminate the contract unilaterally.
6. **3 Annually Quote Quantities:**
  - 6.1. The Parties entered into a contract to ensure that the quota list of 20 pieces divided for three years is an integral part of this Convention. This quota shall be revised by the parties not less than the amounts specified for every three years.
  - 6.2. **Distributor** PUGEDON INC. will start production on the first business / business day following receipt of order and production will be completed within 20 days and ready for shipment.
7. **Terms of Sale- Targets and Payments**
  - 7.1 The contract will start with 5 pieces of machine order.
  - 7.2. **1 machine + custom price is \*\*\*\* euro + cargo**  
**5 machine + custom price is \*\*\*\* euro + cargo**
  - 7.3. 3% annual price increase will be made. Pre-ordered orders for this will not be affected.
  - 7.4. **Payments:**

**7.4.1.** When **Distributor** orders the product, 100% of the payment will be sent to PUGEDON A.S (TR77 0001 0023 5281 2733 1050 02) IBAN number account, and the production will start.

**7.4.2.** **Distributor** Reasonable Requests on the Product may be Applied by Accepting Possible Fee. At the end of these requests, **Distributor** can not claim the right on the product.

## **8. Privacy and Intellectual Property:**

**8.1. Privacy:** The parties hereby declare and undertake that they will strictly keep this Contract, its contents and any information relating to the other Party and will not disclose this Contract and / or the information therein to any third party without the written consent of the other Party. All kinds of Information and Data (Contract Information, Price Information, Technical Information Etc.) is a trade secret. It will be counted as the reason for termination of the contract to be shared with third parties.

**8.2. Intellectual Property:** All of the specifications, templates and / or examples in the order form are available at PUGEDON A.Ş. And may not be used, transferred to third parties, and / or reproduced and copied except for this Agreement.

**9. Notification:** Addresses written in this Agreement are the legal notification addresses of the Parties. In the event that the parties change their address, the address of the new notification shall be notified to the other party immediately and in writing within 15 days Otherwise, the address referred to in this Agreement shall bear all legal consequences of a legally valid notification of such notice.

**10. Law and Disputes to be Applied:** This Agreement and the transactions under this Agreement shall be governed by the laws of the Republic of Turkey and shall primarily be construed in accordance with the provisions of the Convention. In cases where there is no provision in the contract, it shall be interpreted in accordance with Turkish Law of Obligations, Turkish Civil Code, Turkish Commercial Code and other related laws. The Sakarya Courts and the Chief Executives shall be entitled to look for any and all disputes, controversies or claims arising out of or relating to this Agreement or its attachments or modifications, or relating thereto, their validity..

## **11. Other Provisions:**

**11.1. Notifications:** All notices and other communications required to be given or approved under this Agreement shall be made in writing and shall be deemed to have been notified by mail, forwarded by registered mail or notary.

**11.2. Amendments:** No amendment to the provisions of this Contract shall be valid unless ratified in writing by the Parties ...

**11.3. Disclaim/Waiver:** The failure of any of the parties to insist on the performance of any provision of this Agreement at the time and in the proper manner does not constitute a waiver or demand for such a breach or any waiver or allegation of any similar breach which may arise in the future.

**11.4. Transfer:** Neither party shall assign any third party to any third party, real or legal, without the prior written consent of the other, Any intent of such a circuit shall immediately be communicated in writing to the other party. With the written

approval of the other Party, the transferring Party shall remain liable to the other party as a guarantor for the fulfilment of the terms of this Agreement by the transferor.

- 11.5. Stamp Duty/ Revenue Tax:** The stamp tax arising out of this Contract will be covered by **Distributor**
- 11.6. Exemption:** PUGEDON A.Ş. Until the contract date, Engin Girgin manufactures and delivers the exact orders from companies outside **Distributor**
- 11.7.** There will be two separate labels on the product that are displayed by the manufacturer company and marketing and sales company. Also on the product will be the manufacturer's brand "Pugedon".
- 12.** This Agreement, consisting of twelve (12) articles and four (4) pages, was prepared on 13.06.2019 in one (1) original and mutually agreed between the parties.

**IN THE FORCE OF THE ABOVE TERMS, THE SIGNATORS have signed this Agreement in its original and authorized copies by the authorized representatives.**

**Attachments**

- 1-Distributor, Manufacturer and Signature declaration
- 2-Distributor and Manufacturer trade registry gazette
- 3-Photocopy of the product patent document
- 4-Technical Specification

**Distributors(seal)** .....

Adress . : **COUNTRY**

Tax Administration:

Cell Phone :

Telephone :

**Producer(seal)** PUGEDON ARGE TEKNOLOJİ GİRİŞİMCİLİK SAN. TİC. A.Ş.

Trade Register no : 28989

Tax no. : 733 0442 793

Tax Administration : Gümrük Önü

Signature authority : Engin GİRGIN

Telephone and fax :0264 229 45 46