



Distribution Agreement

Prepared for:

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Distribution Agreement

THIS DISTRIBUTION AGREEMENT (this "Agreement" or this "Distribution Agreement") is entered into effective as of [Effective date] (the "Effective Date") by and between [Sender.Company] ("Supplier") and [Client.Company] ("Distributor"). The parties agree as follows:

本经销协议(以下简称“协议”或“经销协议”)由【供应商】和【经销商】于【生效日期】(以下简称“生效日期”)起生效。公司](“供应商”)和[经销商]。双方约定如下:

1. Appointment 约定

a. Subject to the terms and conditions of this Distribution Agreement, Supplier appoints Distributor, and Distributor accepts such appointment and agrees to act as Supplier's distributor of the Supplier Products (defined below) and one of the authorized after-sales service points within the Indonesia geographical territory defined as follows (the "Territory").

The validity of this agreement remains for two year between 2022 April 19th to 2023 April 19^h.

为遵守本经销协议的条款和条件, 订约供应商委任分销商, 且分销商接受此等委任, 并同意在定义如下的印度尼西亚地理区域(下称“区域”)内担任订约供应商供货产品(下称“供货产品”)的订约供应商分销商以及授权售后服务网点。

此协议生效持续时间为 2022 年 4 月 19 日至 2023 年 4 月 19 日。

b. Distributor agrees to exercise its best efforts to (a) promote the sale of and obtain orders for the Supplier Products in the Territory; (b) abide by Supplier's policies and procedures with regard to the purchase, sale and support of Supplier Products; and (c) conduct its business in a manner that reflects favorably at all times on the Supplier Products and the good name, goodwill and reputation of Supplier or its affiliates. Distributor acknowledges and agrees that it has no rights or claims of any type to the Supplier Products, or any aspect thereof, except such rights as are created by this Distribution Agreement. Distributor agrees that, without the Supplier's consent, it shall not and is not authorized to promote, resell, deliver, install, service or otherwise support the Supplier Products outside of the Territory.

分销商同意尽其最大努力(a)促进供应商产品在区域内的销售并获取订单;(b)遵守供应商关于采购、销售和支持供应商产品的政策和程序;(c)以始终对供应商产品和供应商或其关联方的良好声誉、商誉和声誉有利的方式开展业务。分销商承认并同意, 除本经销协议所创设的权利外, 其对供应商产品或其任何方面没有任何类型的权利或主张。分销商同意, 未经供应商同意, 其不得也无权在区域之外推广、转售、交付、安装、服务或以其他方式支持供应商产品。

2. Products 产品

Supplier Products consist all items of string inverter, hybrid inverter and microinverter listed

in Supplier's catalogue.

供应商产品包括供应商目录中列出的所有组串式逆变器，储能式逆变器和微逆。

3. Sales Targets 销售目标

Distributor shall make reasonable commercial efforts to purchase and sell during the effective time in this agreement at least sales target USD1000000 per year. If Distributor does not purchase and sell the Annual Target during the effective time in this agreement, Supplier may terminate this Agreement effective immediately upon notice to Distributor (Supplier may not require Distributor to purchase or sell any additional Supplier Products in order to meet the Annual Target Amount).

分销商应在本协议的有效时间内做出合理的商业努力，以每年至少 100W 美金目标进行买卖。如果分销商在该协议生效期内未达到采购目标，则供应商可在通知分销商后立即终止本协议(供应商不得要求分销商购买或销售任何其他供应商产品以满足年度目标金额)。

4. Sales Outside of the Territory 销售区域外业务

- Distributor shall promote the sale of Supplier Products in the Territory European on its website, the hybrid inverter cannot sell to Spain and England. Notwithstanding the foregoing sentence, Distributor shall not actively advertise or actively solicit orders for Supplier Products outside of the Territory. In the event Distributor receives an order from outside its Territory, Distributor will work with Supplier to fulfill the order in a manner financially beneficial to Supplier, Distributor and the distributor located in the region where the order originated (as determined by Supplier in its sole discretion and in compliance with applicable law).
经销商应在其网站上促进供应商产品在经销欧洲区域的销售，储能产品不能销售到西班牙和英国。尽管有上述规定，经销商不得在区域外积极为供应商产品做广告或招揽订单。经销商接收销售区域以外的订单时，经销商将与供应商履行订单的方式在经济上有利于供应商，经销商和订单产生区域的经销商(由供应商在谨慎和遵守适用的法律情况下做出决策)。

5. No Third Party Agents 不允许有第三方代理

Distributor shall not sell/license the Supplier Products through third parties (such as original equipment manufacturers, distributors, value added resellers or other dealers or agents) without Supplier's prior written consent to the proposed relationship (including the specific terms of such relationship).

未经供应商事先书面同意(包括该关系的具体条款)，经销商不得通过第三方(如原始设备制造商、经销商、增值经销商或其他经销商或代理商)销售/许可供应商产品。

6. Payment and Delivery 付款和发货

The purchase price shall be quoted and payable in U.S. dollars to Supplier at the address specified on the invoice. Unless otherwise agreed by the parties in writing, the total amount in invoice shall be made by Distributor BT T/T , 30% deposite, the balance payment before shipping. The Supplier Products shall be delivered to Distributor's shipping forwarder's designated warehouse in Ningbo China(FOB terms) . Risk of loss for the Supplier Products shall pass upon delivery to the named carrier at Supplier's facilities.

采购价格应以美元报价，并按发票上指定的地址支付给供应商。除非双方另有书面约定，否则发票的总金额应由分销商通过电汇 30% 定金，尾款发货前付清。。供应商的产品交付给分销商的指定货代指定的宁波仓库(FOB 条款)。供应商产品的损失风险应在交付时转移到供应商设施的指定承运人。

7. Promotional Literature 宣传刊物

Supplier agrees to furnish, in English, to Distributor (via email in pdf format) such descriptive literature, advertising materials, technical manuals and sales promotional materials concerning the Supplier Products as Supplier may, from time to time, have available for such purposes. Distributor shall have the right to translate such materials into the languages of the Territory at its own expense. Supplier shall retain ownership of all proprietary rights, including, intellectual property rights to the translated versions of the materials. Distributor will be solely responsible for the accuracy of the translations and will provide Supplier with a copy of each translated work. Distributor shall promptly revise (at Distributor's costs) the materials upon notice from Supplier.

订约供应商同意以英文(通过电子邮件以 pdf 格式)向经销商提供与订约供应商产品有关的描述性文献、广告材料、技术手册和销售促销材料(订约供应商可随时为此目的提供这些材料)。经销商有权自费将该等材料翻译成该区域的语言。供应商应保留所有专有权利的所有权，包括材料的翻译版本的知识产权。经销商将全权负责翻译的准确性，并将向供应商提供每份翻译作品的副本。经销商应在接到供应商通知后立即修改(费用由经销商承担)材料。

8. Use of Trademarks 商标的使用

Distributor may indicate in its advertising and marketing materials using the Supplier Trademarks in its sales/marketing efforts. Upon request by Supplier, Distributor will place proper trademark, copyright and patent notices in its advertisements, promotional brochures and other marketing materials for Supplier Products. Supplier reserves the right to review Distributor's marketing and sales materials prior to their publication or use. No rights shall inure to Distributor as a result of any such use or reference, and all such rights, including goodwill shall inure to the benefit of and be vested in Supplier.

经销商可在其广告和营销材料中标明在其销售/营销活动中使用供应商商标。应供应商要求，经销商应在其产品的广告、促销手册和其他营销材料中放置适当的商标、版权和专利通知。供应商保留在发行或使用经销商的营销和销售材料之前对其进行审查的权利。任何该等权利均不得因任何该等使用或引用而对经销商产生效力，而所有该等权利，包括商誉，均应对供应商有利并归属于供应商。

Upon termination of this Agreement for any reason, Distributor will immediately cease using the Supplier Trademarks as allowed in this Section and shall immediately take all appropriate and necessary steps to (a) remove and cancel any listings in public records, telephone books, other directories, remove any visual displays or literature at Distributor's location, the Internet and elsewhere that would indicate or would lead the public to believe that Distributor is the representative of Supplier (or any of its affiliates) or Supplier's (or any of its affiliates') products or services; and (b) cancel, abandon or transfer (as requested by Supplier) any product licenses, trade name filings, trademark applications or registrations or other filings with the governments of the Territory (whether or not such filings were authorized by Supplier) that may incorporate the Supplier Trademarks or any marks or names confusingly similar to the Supplier Trademarks. Upon Distributor's failure to comply with this paragraph, Supplier may make application for such removals, cancellations, abandonments or transfers in Distributor's name. Distributor shall render assistance to and reimburse Supplier for expenses incurred in enforcing this paragraph.

由于任何原因终止本协议后,经销商将立即停止使用供应商商标作为允许在本节中,应当立即采取所有适当的和必要的步骤(a)删除或取消任何公共记录清单,电话本、其他目录,删除任何视觉显示或文学在经销商的位置,互联网和其他可能表明或导致公众相信经销商是供应商(或其任何关联公司)或供应商(或其任何关联公司)产品或服务的代表的地方;和(b)取消,放弃或转让(由供应商根据要求)任何产品许可,商标申请、商标或其他应用程序或注册申请政府的领土(是否申请授权的供应商),可能将供应商商标或任何标志或名称混淆商标类似于供应商。如经销商未能遵守本款规定,则供应商可以经销商的名义申请移除、取消、放弃或转让。经销商应协助并补偿供应商为执行本款而发生的费用。

9. Infringement by Third Parties 第三方侵权

Distributor will cooperate fully with and assist Supplier in its efforts to protect Supplier's intellectual property rights within the Territory and shall exercise reasonable diligence to detect and shall immediately advise supplier if Distributor has knowledge of any infringement of any patents, trademarks, copyrights or other intellectual property rights owned or used by Supplier.

如果经销商发现供应商使用的有侵犯任何专利,商标,版权或其他知识产权拥有,经销商将全面配合并协助供应商努力保护供应商的知识产权,并应当立即通知供应商。

10. Confidential Information; No Reverse Engineering 机密信息; 没有反向工程

Supplier may provide Distributor with certain confidential or proprietary information ("Confidential Information"). Confidential Information includes information, whether written, electronic or oral, which Distributor knows or reasonably should know is proprietary, confidential or a trade secret of Supplier, including any and all technical or business information, the Software including its source codes and documentation, specifications and design information for the Supplier Products, servicing information, customer lists, pricing information, marketing information, policies, procedures and manuals regarding Supplier' s distributors or distribution channels, research and development and other proprietary matter relating to the Supplier Products or business of Supplier. Distributor will refrain from using the

Confidential Information except to the extent necessary to exercise its rights or perform its obligations under this Agreement. Distributor will likewise restrict its disclosure of the Confidential Information to those who have a need to know such Confidential Information in order for Distributor to perform its obligations and enjoy its rights under this Agreement. Such persons will be informed of and will agree to the provisions of this Section and Distributor will remain responsible for any unauthorized use or disclosure of the Confidential Information by any of them. Upon termination of this Agreement (or earlier, upon request by Supplier), Distributor shall cease to use all Confidential Information and promptly return to Supplier (or destroy, upon request by Supplier) any documents (whether written or electronic) in its possession or under its control that constitutes Confidential Information. During the term of this Agreement and thereafter, neither Distributor, nor Distributor's employees, independent contractors nor other agents shall (a) reverse engineer, decompile or otherwise disassemble the Supplier Products from the products themselves or from any other information made available to them, or (b) otherwise use any of the Confidential Information or Supplier provided training to support, maintain or otherwise service a third party's products or services.

供应商可向分销商提供某些机密或专有信息(“机密信息”)。机密信息包括信息,无论是书面、电子或口头,而经销商知道或理应知道是专有的,机密或供应商的商业机密,包括任何和所有的技术或商业信息,软件包括其源代码和文档,为供应商的产品规格和设计信息,服务信息、客户名单、价格信息、市场信息、政策、关于供应商的分销商或分销渠道、研究和开发以及与供应商产品或业务相关的其他专有事项的程序和手册。除为行使其在本协议项下的权利或履行其义务所必需的范围外,分销商不得使用保密信息。分销商将同样将其披露保密信息的范围限制在为履行其在本协议项下的义务并享有其在本协议项下的权利而需要了解该等保密信息的人。该等人士将被告知并同意本节的规定,经销商仍将对其中任何一人未经授权使用或披露保密信息负责。在本协议终止后(或在订约供应商要求之前),经销商应停止使用所有保密信息,并应在订约供应商要求时立即归还(或销毁)其拥有或控制的构成保密信息的任何文件(无论是书面或电子文件)。本协议期间和之后,无论是经销商和分销商的员工、独立承包人和其他代理(a)反向工程、反编译或反汇编供应商产品从产品本身或任何其他信息提供给他们,或者(b)否则使用任何保密信息或供应商提供培训支持,维护或服务第三方的产品或服务。

11. Compliance with Laws 遵守法律

In connection with its obligations under this Agreement, Distributor agrees to comply with all local and foreign laws, constitutions, codes, statutes and ordinances of any governmental authority that may be applicable to Distributor, its activities under this Agreement or the Supplier Products, including all applicable export control laws and regulations. Distributor agrees to take all such further acts and execute all such further documents as Supplier reasonably may request in connection with such compliance.

与它的义务在本协议下,分销商同意遵守所有当地和外国法律,宪法,代码,任何政府局的律例和典章,可能适用于经销商,其依照本协议所享有的活动或供应商产品,包括所有适用的出口管制法律法规。分销商同意采取所有此等进一步行动,并签署供应商就此等合规合理要求的所有此等进一步文件。

12. Product Warranties 产品质保

a. Limited Manufacturing Warranty.

Supplier warrants for a period of 5 years for string inverter and hybrid inverter, 10 years for microinverter following delivery of the Products (the “Warranty Period”). Supplier's sole obligation under this warranty shall be to provide, at no charge to Distributor, 1% of invoice amount replacement Products. Defective Products must be returned to Supplier (at Distributor's cost) in order to receive warranty replacement (unless Supplier determines such return is not necessary) and shall become Supplier's property. For a warranty claim to be made, Distributor must follow the procedures established by Supplier from time to time.

订约供应商提供供货产品交付后组串式逆变器和储能式逆变器 5 年质保，微逆 10 年质保。供应商在本保证项下的唯一义务是免费向分销商提供发票金额的 1% 替换产品。有缺陷的产品必须退还给供应商(由经销商承担费用)，以获得保修更换(除非供应商认为没有必要退还)，并应成为供应商的财产。对于保证索赔，分销商必须遵守供应商不时制定的程序。

b. Distributor's Warranties.

Distributor agrees, at its cost, to provide its customers with, at a minimum, substantially the same warranties as set forth in Subsection 12(a). Distributor will assume all costs involved in providing any additional warranties.

分销商同意，在其承担费用的情况下，至少向其客户提供与第 12(a)款规定的基本相同的保证。分销商将承担提供任何额外保证所涉及的所有费用。

13. Reporting 报告

Every month Distributor shall e-mail to Supplier a rolling 3 month, nonbinding sales forecast of the expected sales of Supplier Products in the Territory. In addition, Distributor shall furnish such other information in a timely manner in response to Supplier requests for information pertaining to Distributor's activities in the Territory. Such requests may include, prospect lists and status of prospect sales activity, information applicable to specific sales activities, data regarding competition in the Territory, product operational data and other information required by Supplier to effectively coordinate its international sales and marketing efforts.

经销商应每月将供应商产品在区域内的预期销售预测通过电子邮件发送给供应商，滚动 3 个月，且不具约束力。此外，经销商应应供应商要求及时提供与经销商在区域内的活动有关的信息。此类请求可包括潜在客户名单和潜在销售活动的状态、适用于特定销售活动的信息、有关区域内竞争的数据、产品运营数据和供应商为有效协调其国际销售和营销工作所需的其他信息。

14. Term and Termination 期限和终止

Unless earlier terminated as provided in this Agreement, the term of this Agreement shall commence as of the Effective Date and shall automatically expire at the end of 1 year following the Effective Date. Either party may terminate this Agreement as follows: (a) Immediately upon 10 days' prior notice with or without cause; (b) Immediately, for any breach or default of this Agreement by the other party which has not been cured within [Number days after delivery] days after the delivery of notice thereof to the party alleged to be in breach, specifying with particularity the condition, act, omission or course of conduct asserted to constitute such breach or default; (c) Immediately, upon the dissolution, insolvency or any adjudication in bankruptcy of, or any assignment for the benefit of creditors by, the other party or if the other party ceases to conduct business in the ordinary or normal course; (d) Immediately, if required by law or by any rule, regulation, order, decree, judgment or other governmental act of any governmental authority; or (e) Immediately by Supplier if Supplier reasonably suspects that Distributor breached any of its obligations of confidentiality or protection of Supplier's proprietary rights.

除非本协议规定提前终止,否则本协议的期限将自生效日期开始,并在生效日期之后的一年后自动终止。任一方均可按如下方式终止本协议:(a)无论有无理由,均应在提前 10 天通知对方后立即终止本协议;立即(b),任何违反或违约本协议的另一方,没有被治愈后(交付后数天)天内通知的交付方涉嫌违反,指定与特殊性,行为,遗漏或行为的断言违反或违约等构成;(c)在另一方解散、资不抵债或任何破产裁定,或为债权人的利益而进行的任何转让,或在另一方停止正常或正常营业时;(d)根据法律或任何政府当局的任何规则、条例、命令、法令、判决或其他政府行为的要求,立即执行;或(e)如果供应商有理由怀疑分销商违反其任何保密义务或对供应商专有权利的保护,则供应商应立即通知分销商。

15. Effect of Termination 解除效力

Upon notice of termination of this Agreement for any reason, the following provisions shall apply: (a) Supplier shall have the right to immediately appoint another distributor to serve existing customers and continue sales efforts in the Territory; (b) Supplier may continue to fill any orders from Distributor that have been accepted by Supplier prior to the termination of this Agreement under the terms and conditions of this Agreement; (c) All outstanding balances owed by Distributor to Supplier shall become immediately due and payable to Supplier; (d) Both parties shall at all times thereafter refrain from any conduct that would be inconsistent with or likely to cause confusion with respect to the nature of their business relationship; (e) All rights granted to Distributor under this Agreement shall cease, and where appropriate, revert to Supplier; and (f) Supplier, in its sole discretion, shall have the right, but shall in no way be obligated (unless otherwise required by law), to inspect and repurchase all or any quantity of the Supplier Products (including Supplier Products for demonstration and parts to service the Supplier Products) then owned or ordered by Distributor at the lesser of (i) the original price paid by Distributor for such Supplier Products, or (ii) at the then-current price to Distributor, and under both (i) or (ii), less any applicable restocking or refurbishing charge. Supplier shall have the right to assign such option to repurchase to any other person whom it may designate. No

consideration or indemnity shall be payable to Distributor either for loss of profit, goodwill, customers or other like or unlike items, nor for advertising costs, costs of samples or supplies, termination of employees, employees' salaries and other like or unlike items. In no event shall Distributor continue to represent itself as a Supplier distributor or representative after termination of this Agreement.

Supplier shall have no liability to Distributor by reason of any termination by Supplier. Distributor shall indemnify and hold harmless Supplier from and against any and all liability, loss, damages and costs (including reasonable attorneys' fees) arising out of any claim by Distributor or any third party standing in the right of Distributor to any right of entitlement contrary to the express terms of this Section.

在本协议因任何原因终止时，应适用以下规定：**(b)**在本协议终止之前，供应商可以继续按照本协议的条款和条件，填写任何已被供应商接受的分销商订单；分销商欠供应商的所有未清余额应立即到期并支付给供应商；**(d)**此后，双方应在任何时候避免与业务关系的性质不一致或可能造成混乱的任何行为；**(e)**本协议项下授予经销商的所有权利应停止，并在适当时归还给供应商；**(f)**供应商，在它的唯一的谨慎，有权，但绝不应当有责任(除非法律另有要求)，检查和回购所有或任何数量的供应商产品(包括供应商的产品演示和部分服务供应商产品)然后由较小的经销商拥有或命令**(i)**原始价格由经销商支付供应商的产品，或**(ii)**当时的价格兑换成经销商，和下**(i)**或**(ii)**，减去任何适用的补充库存或翻新费用。订约供应商应有权将该选择权转让给其指定的任何其他人士进行回购。对于利润、商誉、客户或其他同类或不同类产品的损失，或广告费用、样品或供应品的费用、雇员的解雇、雇员的工资和其他类似或不同类产品的损失，均不应向分销商支付任何代价或赔偿。在任何情况下，分销商均不得在本协议终止后继续以供应商分销商或代表的身份出现。

由于供应商的任何终止，供应商不对经销商承担任何责任。经销商应赔偿并持持有无害的供应商从和反对任何责任，损失，损害和费用(包括合理的律师费用)引起的任何索赔由经销商或任何第三方站在经销商的权利，任何权利的权利与明示条款的部分。

16. Indemnification 赔偿

Distributor agrees to indemnify and hold Supplier harmless from any and all actions, awards, claims, losses, damages, costs and expenses (including reasonable attorneys' fees) attributable to Distributor's breach of this Agreement or to any negligent, grossly negligent, willful or unlawful acts or omissions of Distributor, its employees, officers, agents, subcontractors, dealers or representatives.

分销商同意赔偿并保持无害的供应商从任何和所有操作，奖项，索赔，损失，损害，成本和费用(包括合理的律师费用)应由经销商违反本协议或任何过失，严重疏忽的，故意或非法行为或疏忽的经销商，其雇员，官员，代理商、分包商、经销商或代表。

17. Relationship of the Parties 双方关系

Distributor is an independent contractor and not an employee, agent, affiliate, partner or joint venture with or of Supplier. Neither Distributor nor Supplier shall have any right to enter into any contracts or commitments in the name of, or on behalf of the other or to bind the other in any respect whatsoever, except insofar as is allowed by this Agreement.

分销商是独立的承包商，而不是与供应商或供应商的雇员、代理、关联公司、合作伙伴或合资企业。除本协议允许的范围外，经销商和供应商均无权以对方的名义或代表对方签订任何合同或作出任何承诺，或在任何方面约束对方。

18. Force Majeure 不可抗力

Neither party shall be liable in the event that its performance of this Agreement is prevented, or rendered so difficult or expensive as to be commercially impracticable, by reason of an Act of God, labor dispute, unavailability of transportation, goods or services, governmental restrictions or actions, war (declared or undeclared) or other hostilities, or by any other event, condition or cause which is not foreseeable on the Effective Date and is beyond the reasonable control of the party. It is expressly agreed that any failure of the Indonesia Government to issue a required license for the export of any Supplier Product ordered by Distributor shall constitute an event of force majeure. In the event of non-performance or delay in performance attributable to any such causes, the period allowed for performance of the applicable obligation under this Agreement will be extended for a period equal to the period of the delay. However, the party so delayed shall use its best efforts, without obligation to expend substantial amounts not otherwise required under this Agreement, to remove or overcome the cause of delay. In the event that the performance of a party is delayed for more than 6 months, the other party shall have the right, which shall be exercisable for so long as the cause of such delay shall continue to exist, to terminate this Agreement without liability for such termination.

任何一方应当承担本协议的事件,其性能是预防,或者使之如此困难或昂贵的商业行不通,因不可抗力、劳动争议,不可用的交通工具,商品或服务,政府限制或行动,战争(宣布或未申报的)或其他敌对行动,或任何其他事件,条件或原因不可以预见的生效日期和超出党的合理控制。双方明确同意,如果印度尼西亚政府未能为分销商订购的任何供应商产品颁发出口所需的许可证,将构成不可抗力事件。如果由于任何上述原因导致不能履行或延迟履行,本协议项下适用义务的履行期限将延长,延长期限与延迟期限相等。但是,被延误的一方应尽其最大努力消除或克服延误的原因,而无义务花费本协议项下未另行要求的大量款项。如果一方延迟履行超过 6 个月,另一方有权终止本协议,但不承担终止的责任。在延迟履行的原因继续存在的情况下,另一方有权行使该权利。

19. Assignment and Delegation 转让和委托

Distributor shall have no right to assign any of its rights or delegate its obligations under this Agreement without the prior written consent of Supplier. Any assignment or delegation attempted without such written consent shall be void and of no legal effect whatsoever. This Agreement shall be binding upon the parties' respective successors and permitted assigns.

未经供应商事先书面同意,经销商无权转让其在本协议项下的任何权利或让渡其义务。未经上述书面同意而试图进行的任何转让或委托均属无效,亦不具任何法律效力。本协议对双方各自的继任者和获准受让人具有约束力。

20. Severability 可分割性

In the event that any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court or arbitration decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and, in such event, such provisions shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court or arbitration decision.

若本协议的任何条款在任何适用法律项下不可执行或无效,或被适用的法院或仲裁裁决裁定为不可执行或无效,则该等不可执行性或无效不应使本协议整体不可执行或无效,且在该等情况下,应在适用法律或适用法院或仲裁裁决的范围内对该等条款进行更改和解释,以便最好地实现该等不可执行或无效条款的目标。

21. Construction 结构

The headings or titles preceding the text of the Sections and Subsections are inserted solely for convenience of reference, and shall not constitute a part of this Agreement, nor shall they affect the meaning, construction or effect of this Agreement. Both parties have participated in the negotiation and drafting of this Agreement. This Agreement is executed in the English language and may be translated into another language for informational purposes only. In the event an ambiguity or question of intent or interpretation arises, the English version of this Agreement shall prevail and this Agreement shall be construed as if drafted by both of the parties and no presumption or burden of proof shall arise favoring or disfavoring either party by virtue of the authorship of any of the provisions of this Agreement.

章节和小节文本前面的标题或标题仅为方便参考而插入,不构成本协议的一部分,也不影响本协议的含义、结构或效果。双方参与了本协议的谈判和起草。本协议以英文签署,并可翻译成另一种语言,仅供参考之用。如果模棱两可或意图或解释的问题时,本协议的英文版本为准,本协议应被解释为如果由双方和起草任何推定和举证责任不得出现支持或不赞成任何一方凭借作者的任何本协议之条款。

22. Notice 通知

Any notice, consent or other communication required or permitted under this Agreement shall be written in English and shall be deemed given when (a) delivered personally; (b) sent by confirmed facsimile transmission; or (c) sent by commercial courier with written verification of receipt returned to the sender. Notice, consent or other communications (but not service of process) may also be given by e-mail. Rejection or other refusal to accept or the inability to deliver because of changed address or facsimile number of which no notice was given shall be deemed to constitute receipt of the notice, consent or communication sent. Names, addresses and facsimile numbers for notices (unless and until written notice of other names, addresses and facsimile numbers are provided by either or both parties) are provided below.

本协议项下要求或允许的任何通知、同意或其他通信均应以英文书写，并在(a)亲自送达时视为已送达;(b)通过确认的传真发送;或(c)由商业信使发送，并将收据的书面验证发回发件人。通知、同意或其他通信(但不包括送达)也可以通过电子邮件发送。因地址或传真号码变更而拒绝或其他拒绝接受或无法送达，且未发出通知的，不应视为已收到已发送的通知、同意或通讯。通知的名称、地址和传真号码(除非或直到双方提供其他名称、地址和传真号码的书面通知)如下。

23. Entire Agreement; Modifications; No Waiver; Counterparts and Survival

This Agreement and the Exhibit attached hereto (which is specifically incorporated herein by this reference) contain the full and entire agreement between the parties with respect to the subject matter hereof. It supersedes all prior negotiations, representations and proposals, written or otherwise, relating to its subject matter. Any modifications, revisions or amendments to this Agreement must be set forth in a writing signed by authorized representatives of both parties. Distributor acknowledges and agrees that any failure on the part of Supplier to enforce at any time or for any period of time, any of the provisions of this Agreement shall not be deemed or construed to be a waiver of such provisions or of the right of Supplier thereafter to enforce each and every provision. This Agreement may be made in several counterparts, each of which shall be deemed an original. The provisions of this Agreement that, by express terms of this Agreement, will not be fully performed during the term of this Agreement, shall survive the termination of this Agreement to the extent applicable.

IN WITNESS WHEREOF the parties have caused this Distribution Agreement to be executed and delivered by their duly authorized distributor.

本协议及其所附的附件(具体包含在本协议中)包含双方就本协议标的物达成的完整协议。它取代了以前所有与主题事项有关的书面或其他形式的谈判、陈述和建议。对本协议的任何修改、修订或修订必须以书面形式提出，并由双方授权代表签字。经销商承认和同意,任何失败的供应商执行在任何时间或任何时间,本协议的任何规定不得被视为或解释为是豁免规定的或正确的供应商之后执行每一条款。本协议一式多份，每份均应视为原件。本协议的规定，

通过本协议的明示条款，在本协议期间将不会得到充分执行，在本协议终止后仍应在适用范围内继续有效。

兹证明，双方已促使其正式授权的经销商签署并交付本经销协议。

DISTRIBUTOR : PYTES B.V.

Address: Molendijk-Zuid 23B 5482 WZ Schijndel Netherlands

Telephone : +310625560152

Email :

Signature : _____

Name: Jane

Job Title :

Date: 2022/04/19 Day _19_ Month ____April__ Year __2022__

Company Seal (Required)

SUPPLIER : NingBo Deye Inverter Technology Co.,Ltd

Address: No.26 South YongJiang Road,BeiLun,NingBo,China

Telephone : +86 15889483691

Email : SugaChen@deye.com.cn

宁波德业变频技术有限公司
NINGBO DEYE INVERTER TECHNOLOGY CO., LTD.

Signature : _____

Name: Suga Chen

Job Title : Sales Manager

Date: 2022/04/19 Day _19_ Month ____April__ Year __2022__

Company Seal (Required)

