CONTENTS/СОДЕРЖАНИЕ

[Article 1 - Definition and Explanation /Пункт 1 – Определение и Разъяснение 5](file:///E%3A%5CMy%20Documents%5C%D1%80%D0%B0%D0%B1%D0%BE%D1%82%D0%B0%5C%D0%BF%D0%B5%D1%80%D0%B5%D0%B2%D0%BE%D0%B4%5C%D0%BF%D0%B5%D1%80%D0%B5%D0%B2%D0%BE%D0%B4%D1%8B%20%D0%BB%D0%B8%D1%82%D0%B5%D1%80%D0%B0%D1%82%D1%83%D1%80%D1%8B%20%D0%A4%D0%BE%D1%82%D0%BE%D0%BD%5C%D0%9F%D0%B5%D1%80%D0%B5%D0%B2%D0%BE%D0%B4%20%D0%9B%D0%B5%D0%BD%D1%8B%20%D0%BC%D0%B0%D1%80%D1%87%D1%83%D0%BA%5CDistribution%20Agreement%20Foton.ru.doc#_Toc182812108)

# [Article 2 - Appointment & Acceptance/ Пункт 2 – Назначение и принятие…………….. 6](file:///E%3A%5CMy%20Documents%5C%D1%80%D0%B0%D0%B1%D0%BE%D1%82%D0%B0%5C%D0%BF%D0%B5%D1%80%D0%B5%D0%B2%D0%BE%D0%B4%5C%D0%BF%D0%B5%D1%80%D0%B5%D0%B2%D0%BE%D0%B4%D1%8B%20%D0%BB%D0%B8%D1%82%D0%B5%D1%80%D0%B0%D1%82%D1%83%D1%80%D1%8B%20%D0%A4%D0%BE%D1%82%D0%BE%D0%BD%5C%D0%9F%D0%B5%D1%80%D0%B5%D0%B2%D0%BE%D0%B4%20%D0%9B%D0%B5%D0%BD%D1%8B%20%D0%BC%D0%B0%D1%80%D1%87%D1%83%D0%BA%5CDistribution%20Agreement%20Foton.ru.doc#_Toc182812109) [Article 3 - Distributor’s Rights and Obligations/ Пункт 3 – Права и обязанности Дистрибьютора………………………………………………………………………………….. 7](file:///E%3A%5CMy%20Documents%5C%D1%80%D0%B0%D0%B1%D0%BE%D1%82%D0%B0%5C%D0%BF%D0%B5%D1%80%D0%B5%D0%B2%D0%BE%D0%B4%5C%D0%BF%D0%B5%D1%80%D0%B5%D0%B2%D0%BE%D0%B4%D1%8B%20%D0%BB%D0%B8%D1%82%D0%B5%D1%80%D0%B0%D1%82%D1%83%D1%80%D1%8B%20%D0%A4%D0%BE%D1%82%D0%BE%D0%BD%5C%D0%9F%D0%B5%D1%80%D0%B5%D0%B2%D0%BE%D0%B4%20%D0%9B%D0%B5%D0%BD%D1%8B%20%D0%BC%D0%B0%D1%80%D1%87%D1%83%D0%BA%5CDistribution%20Agreement%20Foton.ru.doc#_Toc182812110)

[Article 4 - Supplier’s Rights and Obligations/ Пункт 4 – Права и Обязанности Поставщика 12](file:///E%3A%5CMy%20Documents%5C%D1%80%D0%B0%D0%B1%D0%BE%D1%82%D0%B0%5C%D0%BF%D0%B5%D1%80%D0%B5%D0%B2%D0%BE%D0%B4%5C%D0%BF%D0%B5%D1%80%D0%B5%D0%B2%D0%BE%D0%B4%D1%8B%20%D0%BB%D0%B8%D1%82%D0%B5%D1%80%D0%B0%D1%82%D1%83%D1%80%D1%8B%20%D0%A4%D0%BE%D1%82%D0%BE%D0%BD%5C%D0%9F%D0%B5%D1%80%D0%B5%D0%B2%D0%BE%D0%B4%20%D0%9B%D0%B5%D0%BD%D1%8B%20%D0%BC%D0%B0%D1%80%D1%87%D1%83%D0%BA%5CDistribution%20Agreement%20Foton.ru.doc#_Toc182812111)

[Article 5 - Purchase Order and Improvement of Products/ Пункт 5 – Заказ на покупку и усовершенствование Продукции 12](file:///E%3A%5CMy%20Documents%5C%D1%80%D0%B0%D0%B1%D0%BE%D1%82%D0%B0%5C%D0%BF%D0%B5%D1%80%D0%B5%D0%B2%D0%BE%D0%B4%5C%D0%BF%D0%B5%D1%80%D0%B5%D0%B2%D0%BE%D0%B4%D1%8B%20%D0%BB%D0%B8%D1%82%D0%B5%D1%80%D0%B0%D1%82%D1%83%D1%80%D1%8B%20%D0%A4%D0%BE%D1%82%D0%BE%D0%BD%5C%D0%9F%D0%B5%D1%80%D0%B5%D0%B2%D0%BE%D0%B4%20%D0%9B%D0%B5%D0%BD%D1%8B%20%D0%BC%D0%B0%D1%80%D1%87%D1%83%D0%BA%5CDistribution%20Agreement%20Foton.ru.doc#_Toc182812112)

[Article 6 - Sales Terms/ Пункт 6 – Условия продажи 14](file:///E%3A%5CMy%20Documents%5C%D1%80%D0%B0%D0%B1%D0%BE%D1%82%D0%B0%5C%D0%BF%D0%B5%D1%80%D0%B5%D0%B2%D0%BE%D0%B4%5C%D0%BF%D0%B5%D1%80%D0%B5%D0%B2%D0%BE%D0%B4%D1%8B%20%D0%BB%D0%B8%D1%82%D0%B5%D1%80%D0%B0%D1%82%D1%83%D1%80%D1%8B%20%D0%A4%D0%BE%D1%82%D0%BE%D0%BD%5C%D0%9F%D0%B5%D1%80%D0%B5%D0%B2%D0%BE%D0%B4%20%D0%9B%D0%B5%D0%BD%D1%8B%20%D0%BC%D0%B0%D1%80%D1%87%D1%83%D0%BA%5CDistribution%20Agreement%20Foton.ru.doc#_Toc182812113)

[Article 7 – Delivery/Пункт 7 - Поставка 15](file:///E%3A%5CMy%20Documents%5C%D1%80%D0%B0%D0%B1%D0%BE%D1%82%D0%B0%5C%D0%BF%D0%B5%D1%80%D0%B5%D0%B2%D0%BE%D0%B4%5C%D0%BF%D0%B5%D1%80%D0%B5%D0%B2%D0%BE%D0%B4%D1%8B%20%D0%BB%D0%B8%D1%82%D0%B5%D1%80%D0%B0%D1%82%D1%83%D1%80%D1%8B%20%D0%A4%D0%BE%D1%82%D0%BE%D0%BD%5C%D0%9F%D0%B5%D1%80%D0%B5%D0%B2%D0%BE%D0%B4%20%D0%9B%D0%B5%D0%BD%D1%8B%20%D0%BC%D0%B0%D1%80%D1%87%D1%83%D0%BA%5CDistribution%20Agreement%20Foton.ru.doc#_Toc182812114)

[Article 8 - Spare Parts Audition/ Пункт 8 - Проверка запасных частей](file:///E%3A%5CMy%20Documents%5C%D1%80%D0%B0%D0%B1%D0%BE%D1%82%D0%B0%5C%D0%BF%D0%B5%D1%80%D0%B5%D0%B2%D0%BE%D0%B4%5C%D0%BF%D0%B5%D1%80%D0%B5%D0%B2%D0%BE%D0%B4%D1%8B%20%D0%BB%D0%B8%D1%82%D0%B5%D1%80%D0%B0%D1%82%D1%83%D1%80%D1%8B%20%D0%A4%D0%BE%D1%82%D0%BE%D0%BD%5C%D0%9F%D0%B5%D1%80%D0%B5%D0%B2%D0%BE%D0%B4%20%D0%9B%D0%B5%D0%BD%D1%8B%20%D0%BC%D0%B0%D1%80%D1%87%D1%83%D0%BA%5CDistribution%20Agreement%20Foton.ru.doc#_Toc182812115)

 [15](file:///E%3A%5CMy%20Documents%5C%D1%80%D0%B0%D0%B1%D0%BE%D1%82%D0%B0%5C%D0%BF%D0%B5%D1%80%D0%B5%D0%B2%D0%BE%D0%B4%5C%D0%BF%D0%B5%D1%80%D0%B5%D0%B2%D0%BE%D0%B4%D1%8B%20%D0%BB%D0%B8%D1%82%D0%B5%D1%80%D0%B0%D1%82%D1%83%D1%80%D1%8B%20%D0%A4%D0%BE%D1%82%D0%BE%D0%BD%5C%D0%9F%D0%B5%D1%80%D0%B5%D0%B2%D0%BE%D0%B4%20%D0%9B%D0%B5%D0%BD%D1%8B%20%D0%BC%D0%B0%D1%80%D1%87%D1%83%D0%BA%5CDistribution%20Agreement%20Foton.ru.doc#_Toc182812115)

[Article 9 - Other Service Responsibilities (non-Distributor sale)/ Пункт 9 – Прочие условия ответственности по сервису (недистрибьюторская продажа)](file:///E%3A%5CMy%20Documents%5C%D1%80%D0%B0%D0%B1%D0%BE%D1%82%D0%B0%5C%D0%BF%D0%B5%D1%80%D0%B5%D0%B2%D0%BE%D0%B4%5C%D0%BF%D0%B5%D1%80%D0%B5%D0%B2%D0%BE%D0%B4%D1%8B%20%D0%BB%D0%B8%D1%82%D0%B5%D1%80%D0%B0%D1%82%D1%83%D1%80%D1%8B%20%D0%A4%D0%BE%D1%82%D0%BE%D0%BD%5C%D0%9F%D0%B5%D1%80%D0%B5%D0%B2%D0%BE%D0%B4%20%D0%9B%D0%B5%D0%BD%D1%8B%20%D0%BC%D0%B0%D1%80%D1%87%D1%83%D0%BA%5CDistribution%20Agreement%20Foton.ru.doc#_Toc182812116)

 [15](file:///E%3A%5CMy%20Documents%5C%D1%80%D0%B0%D0%B1%D0%BE%D1%82%D0%B0%5C%D0%BF%D0%B5%D1%80%D0%B5%D0%B2%D0%BE%D0%B4%5C%D0%BF%D0%B5%D1%80%D0%B5%D0%B2%D0%BE%D0%B4%D1%8B%20%D0%BB%D0%B8%D1%82%D0%B5%D1%80%D0%B0%D1%82%D1%83%D1%80%D1%8B%20%D0%A4%D0%BE%D1%82%D0%BE%D0%BD%5C%D0%9F%D0%B5%D1%80%D0%B5%D0%B2%D0%BE%D0%B4%20%D0%9B%D0%B5%D0%BD%D1%8B%20%D0%BC%D0%B0%D1%80%D1%87%D1%83%D0%BA%5CDistribution%20Agreement%20Foton.ru.doc#_Toc182812116)

[Article 10 - Sales Restrictions/ Пункт 10 – Ограничения по продаже](file:///E%3A%5CMy%20Documents%5C%D1%80%D0%B0%D0%B1%D0%BE%D1%82%D0%B0%5C%D0%BF%D0%B5%D1%80%D0%B5%D0%B2%D0%BE%D0%B4%5C%D0%BF%D0%B5%D1%80%D0%B5%D0%B2%D0%BE%D0%B4%D1%8B%20%D0%BB%D0%B8%D1%82%D0%B5%D1%80%D0%B0%D1%82%D1%83%D1%80%D1%8B%20%D0%A4%D0%BE%D1%82%D0%BE%D0%BD%5C%D0%9F%D0%B5%D1%80%D0%B5%D0%B2%D0%BE%D0%B4%20%D0%9B%D0%B5%D0%BD%D1%8B%20%D0%BC%D0%B0%D1%80%D1%87%D1%83%D0%BA%5CDistribution%20Agreement%20Foton.ru.doc#_Toc182812117)

 [16](file:///E%3A%5CMy%20Documents%5C%D1%80%D0%B0%D0%B1%D0%BE%D1%82%D0%B0%5C%D0%BF%D0%B5%D1%80%D0%B5%D0%B2%D0%BE%D0%B4%5C%D0%BF%D0%B5%D1%80%D0%B5%D0%B2%D0%BE%D0%B4%D1%8B%20%D0%BB%D0%B8%D1%82%D0%B5%D1%80%D0%B0%D1%82%D1%83%D1%80%D1%8B%20%D0%A4%D0%BE%D1%82%D0%BE%D0%BD%5C%D0%9F%D0%B5%D1%80%D0%B5%D0%B2%D0%BE%D0%B4%20%D0%9B%D0%B5%D0%BD%D1%8B%20%D0%BC%D0%B0%D1%80%D1%87%D1%83%D0%BA%5CDistribution%20Agreement%20Foton.ru.doc#_Toc182812117)

[Article 11 - Inspection & Report/ Пункт 11 – Инспектирование и отчет](file:///E%3A%5CMy%20Documents%5C%D1%80%D0%B0%D0%B1%D0%BE%D1%82%D0%B0%5C%D0%BF%D0%B5%D1%80%D0%B5%D0%B2%D0%BE%D0%B4%5C%D0%BF%D0%B5%D1%80%D0%B5%D0%B2%D0%BE%D0%B4%D1%8B%20%D0%BB%D0%B8%D1%82%D0%B5%D1%80%D0%B0%D1%82%D1%83%D1%80%D1%8B%20%D0%A4%D0%BE%D1%82%D0%BE%D0%BD%5C%D0%9F%D0%B5%D1%80%D0%B5%D0%B2%D0%BE%D0%B4%20%D0%9B%D0%B5%D0%BD%D1%8B%20%D0%BC%D0%B0%D1%80%D1%87%D1%83%D0%BA%5CDistribution%20Agreement%20Foton.ru.doc#_Toc182812118)

 [18](file:///E%3A%5CMy%20Documents%5C%D1%80%D0%B0%D0%B1%D0%BE%D1%82%D0%B0%5C%D0%BF%D0%B5%D1%80%D0%B5%D0%B2%D0%BE%D0%B4%5C%D0%BF%D0%B5%D1%80%D0%B5%D0%B2%D0%BE%D0%B4%D1%8B%20%D0%BB%D0%B8%D1%82%D0%B5%D1%80%D0%B0%D1%82%D1%83%D1%80%D1%8B%20%D0%A4%D0%BE%D1%82%D0%BE%D0%BD%5C%D0%9F%D0%B5%D1%80%D0%B5%D0%B2%D0%BE%D0%B4%20%D0%9B%D0%B5%D0%BD%D1%8B%20%D0%BC%D0%B0%D1%80%D1%87%D1%83%D0%BA%5CDistribution%20Agreement%20Foton.ru.doc#_Toc182812118)

[Article 12 - Trademarks, Identifiers, Goodwill and Patents/](file:///E%3A%5CMy%20Documents%5C%D1%80%D0%B0%D0%B1%D0%BE%D1%82%D0%B0%5C%D0%BF%D0%B5%D1%80%D0%B5%D0%B2%D0%BE%D0%B4%5C%D0%BF%D0%B5%D1%80%D0%B5%D0%B2%D0%BE%D0%B4%D1%8B%20%D0%BB%D0%B8%D1%82%D0%B5%D1%80%D0%B0%D1%82%D1%83%D1%80%D1%8B%20%D0%A4%D0%BE%D1%82%D0%BE%D0%BD%5C%D0%9F%D0%B5%D1%80%D0%B5%D0%B2%D0%BE%D0%B4%20%D0%9B%D0%B5%D0%BD%D1%8B%20%D0%BC%D0%B0%D1%80%D1%87%D1%83%D0%BA%5CDistribution%20Agreement%20Foton.ru.doc#_Toc182812119)

[Пункт 12- Торговые марки, идентификаторы, деловая репутация и патенты/ 19](file:///E%3A%5CMy%20Documents%5C%D1%80%D0%B0%D0%B1%D0%BE%D1%82%D0%B0%5C%D0%BF%D0%B5%D1%80%D0%B5%D0%B2%D0%BE%D0%B4%5C%D0%BF%D0%B5%D1%80%D0%B5%D0%B2%D0%BE%D0%B4%D1%8B%20%D0%BB%D0%B8%D1%82%D0%B5%D1%80%D0%B0%D1%82%D1%83%D1%80%D1%8B%20%D0%A4%D0%BE%D1%82%D0%BE%D0%BD%5C%D0%9F%D0%B5%D1%80%D0%B5%D0%B2%D0%BE%D0%B4%20%D0%9B%D0%B5%D0%BD%D1%8B%20%D0%BC%D0%B0%D1%80%D1%87%D1%83%D0%BA%5CDistribution%20Agreement%20Foton.ru.doc#_Toc182812119)

[Article 13 - Products liability/ Пункт 13- Ответственность за качество выпускаемой продукции 21](file:///E%3A%5CMy%20Documents%5C%D1%80%D0%B0%D0%B1%D0%BE%D1%82%D0%B0%5C%D0%BF%D0%B5%D1%80%D0%B5%D0%B2%D0%BE%D0%B4%5C%D0%BF%D0%B5%D1%80%D0%B5%D0%B2%D0%BE%D0%B4%D1%8B%20%D0%BB%D0%B8%D1%82%D0%B5%D1%80%D0%B0%D1%82%D1%83%D1%80%D1%8B%20%D0%A4%D0%BE%D1%82%D0%BE%D0%BD%5C%D0%9F%D0%B5%D1%80%D0%B5%D0%B2%D0%BE%D0%B4%20%D0%9B%D0%B5%D0%BD%D1%8B%20%D0%BC%D0%B0%D1%80%D1%87%D1%83%D0%BA%5CDistribution%20Agreement%20Foton.ru.doc#_Toc182812120)

[Article 14 – Warranties/ Пункт 14 – Гарантии 21](file:///E%3A%5CMy%20Documents%5C%D1%80%D0%B0%D0%B1%D0%BE%D1%82%D0%B0%5C%D0%BF%D0%B5%D1%80%D0%B5%D0%B2%D0%BE%D0%B4%5C%D0%BF%D0%B5%D1%80%D0%B5%D0%B2%D0%BE%D0%B4%D1%8B%20%D0%BB%D0%B8%D1%82%D0%B5%D1%80%D0%B0%D1%82%D1%83%D1%80%D1%8B%20%D0%A4%D0%BE%D1%82%D0%BE%D0%BD%5C%D0%9F%D0%B5%D1%80%D0%B5%D0%B2%D0%BE%D0%B4%20%D0%9B%D0%B5%D0%BD%D1%8B%20%D0%BC%D0%B0%D1%80%D1%87%D1%83%D0%BA%5CDistribution%20Agreement%20Foton.ru.doc#_Toc182812121)

[Article 15 – Termination/ Пункт 15- Окончание срока действия 22](file:///E%3A%5CMy%20Documents%5C%D1%80%D0%B0%D0%B1%D0%BE%D1%82%D0%B0%5C%D0%BF%D0%B5%D1%80%D0%B5%D0%B2%D0%BE%D0%B4%5C%D0%BF%D0%B5%D1%80%D0%B5%D0%B2%D0%BE%D0%B4%D1%8B%20%D0%BB%D0%B8%D1%82%D0%B5%D1%80%D0%B0%D1%82%D1%83%D1%80%D1%8B%20%D0%A4%D0%BE%D1%82%D0%BE%D0%BD%5C%D0%9F%D0%B5%D1%80%D0%B5%D0%B2%D0%BE%D0%B4%20%D0%9B%D0%B5%D0%BD%D1%8B%20%D0%BC%D0%B0%D1%80%D1%87%D1%83%D0%BA%5CDistribution%20Agreement%20Foton.ru.doc#_Toc182812122)

[Article 16 - Restrictive Provisions/ Пункт 16- Рестриктивные нормы 28](file:///E%3A%5CMy%20Documents%5C%D1%80%D0%B0%D0%B1%D0%BE%D1%82%D0%B0%5C%D0%BF%D0%B5%D1%80%D0%B5%D0%B2%D0%BE%D0%B4%5C%D0%BF%D0%B5%D1%80%D0%B5%D0%B2%D0%BE%D0%B4%D1%8B%20%D0%BB%D0%B8%D1%82%D0%B5%D1%80%D0%B0%D1%82%D1%83%D1%80%D1%8B%20%D0%A4%D0%BE%D1%82%D0%BE%D0%BD%5C%D0%9F%D0%B5%D1%80%D0%B5%D0%B2%D0%BE%D0%B4%20%D0%9B%D0%B5%D0%BD%D1%8B%20%D0%BC%D0%B0%D1%80%D1%87%D1%83%D0%BA%5CDistribution%20Agreement%20Foton.ru.doc#_Toc182812123)

[Article 17 - Governing law & Arbitration/ Пункт 17 – Правящее законодательство и арбитраж 29](file:///E%3A%5CMy%20Documents%5C%D1%80%D0%B0%D0%B1%D0%BE%D1%82%D0%B0%5C%D0%BF%D0%B5%D1%80%D0%B5%D0%B2%D0%BE%D0%B4%5C%D0%BF%D0%B5%D1%80%D0%B5%D0%B2%D0%BE%D0%B4%D1%8B%20%D0%BB%D0%B8%D1%82%D0%B5%D1%80%D0%B0%D1%82%D1%83%D1%80%D1%8B%20%D0%A4%D0%BE%D1%82%D0%BE%D0%BD%5C%D0%9F%D0%B5%D1%80%D0%B5%D0%B2%D0%BE%D0%B4%20%D0%9B%D0%B5%D0%BD%D1%8B%20%D0%BC%D0%B0%D1%80%D1%87%D1%83%D0%BA%5CDistribution%20Agreement%20Foton.ru.doc#_Toc182812124)

[Article 18 - Force Majeure/ Пунтк 18 – Форс-мажор 30](file:///E%3A%5CMy%20Documents%5C%D1%80%D0%B0%D0%B1%D0%BE%D1%82%D0%B0%5C%D0%BF%D0%B5%D1%80%D0%B5%D0%B2%D0%BE%D0%B4%5C%D0%BF%D0%B5%D1%80%D0%B5%D0%B2%D0%BE%D0%B4%D1%8B%20%D0%BB%D0%B8%D1%82%D0%B5%D1%80%D0%B0%D1%82%D1%83%D1%80%D1%8B%20%D0%A4%D0%BE%D1%82%D0%BE%D0%BD%5C%D0%9F%D0%B5%D1%80%D0%B5%D0%B2%D0%BE%D0%B4%20%D0%9B%D0%B5%D0%BD%D1%8B%20%D0%BC%D0%B0%D1%80%D1%87%D1%83%D0%BA%5CDistribution%20Agreement%20Foton.ru.doc#_Toc182812125)

[Article 19 - Term of This Agreement/ Пунтк 19 – Условие данного Соглашения](file:///E%3A%5CMy%20Documents%5C%D1%80%D0%B0%D0%B1%D0%BE%D1%82%D0%B0%5C%D0%BF%D0%B5%D1%80%D0%B5%D0%B2%D0%BE%D0%B4%5C%D0%BF%D0%B5%D1%80%D0%B5%D0%B2%D0%BE%D0%B4%D1%8B%20%D0%BB%D0%B8%D1%82%D0%B5%D1%80%D0%B0%D1%82%D1%83%D1%80%D1%8B%20%D0%A4%D0%BE%D1%82%D0%BE%D0%BD%5C%D0%9F%D0%B5%D1%80%D0%B5%D0%B2%D0%BE%D0%B4%20%D0%9B%D0%B5%D0%BD%D1%8B%20%D0%BC%D0%B0%D1%80%D1%87%D1%83%D0%BA%5CDistribution%20Agreement%20Foton.ru.doc#_Toc182812126)

 [32](file:///E%3A%5CMy%20Documents%5C%D1%80%D0%B0%D0%B1%D0%BE%D1%82%D0%B0%5C%D0%BF%D0%B5%D1%80%D0%B5%D0%B2%D0%BE%D0%B4%5C%D0%BF%D0%B5%D1%80%D0%B5%D0%B2%D0%BE%D0%B4%D1%8B%20%D0%BB%D0%B8%D1%82%D0%B5%D1%80%D0%B0%D1%82%D1%83%D1%80%D1%8B%20%D0%A4%D0%BE%D1%82%D0%BE%D0%BD%5C%D0%9F%D0%B5%D1%80%D0%B5%D0%B2%D0%BE%D0%B4%20%D0%9B%D0%B5%D0%BD%D1%8B%20%D0%BC%D0%B0%D1%80%D1%87%D1%83%D0%BA%5CDistribution%20Agreement%20Foton.ru.doc#_Toc182812126)

[Article 20 – Versions/ Пунтк 20 – Экземпляры 32](file:///E%3A%5CMy%20Documents%5C%D1%80%D0%B0%D0%B1%D0%BE%D1%82%D0%B0%5C%D0%BF%D0%B5%D1%80%D0%B5%D0%B2%D0%BE%D0%B4%5C%D0%BF%D0%B5%D1%80%D0%B5%D0%B2%D0%BE%D0%B4%D1%8B%20%D0%BB%D0%B8%D1%82%D0%B5%D1%80%D0%B0%D1%82%D1%83%D1%80%D1%8B%20%D0%A4%D0%BE%D1%82%D0%BE%D0%BD%5C%D0%9F%D0%B5%D1%80%D0%B5%D0%B2%D0%BE%D0%B4%20%D0%9B%D0%B5%D0%BD%D1%8B%20%D0%BC%D0%B0%D1%80%D1%87%D1%83%D0%BA%5CDistribution%20Agreement%20Foton.ru.doc#_Toc182812127)

[Article 21 – Confidentiality/ Пункт 21 – Конфиденциальность 32](file:///E%3A%5CMy%20Documents%5C%D1%80%D0%B0%D0%B1%D0%BE%D1%82%D0%B0%5C%D0%BF%D0%B5%D1%80%D0%B5%D0%B2%D0%BE%D0%B4%5C%D0%BF%D0%B5%D1%80%D0%B5%D0%B2%D0%BE%D0%B4%D1%8B%20%D0%BB%D0%B8%D1%82%D0%B5%D1%80%D0%B0%D1%82%D1%83%D1%80%D1%8B%20%D0%A4%D0%BE%D1%82%D0%BE%D0%BD%5C%D0%9F%D0%B5%D1%80%D0%B5%D0%B2%D0%BE%D0%B4%20%D0%9B%D0%B5%D0%BD%D1%8B%20%D0%BC%D0%B0%D1%80%D1%87%D1%83%D0%BA%5CDistribution%20Agreement%20Foton.ru.doc#_Toc182812128)

[Article 22 – Notices/ Пунтк 22 – Уведомления 32](file:///E%3A%5CMy%20Documents%5C%D1%80%D0%B0%D0%B1%D0%BE%D1%82%D0%B0%5C%D0%BF%D0%B5%D1%80%D0%B5%D0%B2%D0%BE%D0%B4%5C%D0%BF%D0%B5%D1%80%D0%B5%D0%B2%D0%BE%D0%B4%D1%8B%20%D0%BB%D0%B8%D1%82%D0%B5%D1%80%D0%B0%D1%82%D1%83%D1%80%D1%8B%20%D0%A4%D0%BE%D1%82%D0%BE%D0%BD%5C%D0%9F%D0%B5%D1%80%D0%B5%D0%B2%D0%BE%D0%B4%20%D0%9B%D0%B5%D0%BD%D1%8B%20%D0%BC%D0%B0%D1%80%D1%87%D1%83%D0%BA%5CDistribution%20Agreement%20Foton.ru.doc#_Toc182812130)

[Article 23 – Assignability/ Пунтк 23 - Переуступка 33](file:///E%3A%5CMy%20Documents%5C%D1%80%D0%B0%D0%B1%D0%BE%D1%82%D0%B0%5C%D0%BF%D0%B5%D1%80%D0%B5%D0%B2%D0%BE%D0%B4%5C%D0%BF%D0%B5%D1%80%D0%B5%D0%B2%D0%BE%D0%B4%D1%8B%20%D0%BB%D0%B8%D1%82%D0%B5%D1%80%D0%B0%D1%82%D1%83%D1%80%D1%8B%20%D0%A4%D0%BE%D1%82%D0%BE%D0%BD%5C%D0%9F%D0%B5%D1%80%D0%B5%D0%B2%D0%BE%D0%B4%20%D0%9B%D0%B5%D0%BD%D1%8B%20%D0%BC%D0%B0%D1%80%D1%87%D1%83%D0%BA%5CDistribution%20Agreement%20Foton.ru.doc#_Toc182812131)

[Article 24 – Severability/ Пункт 24 - Делимость 33](file:///E%3A%5CMy%20Documents%5C%D1%80%D0%B0%D0%B1%D0%BE%D1%82%D0%B0%5C%D0%BF%D0%B5%D1%80%D0%B5%D0%B2%D0%BE%D0%B4%5C%D0%BF%D0%B5%D1%80%D0%B5%D0%B2%D0%BE%D0%B4%D1%8B%20%D0%BB%D0%B8%D1%82%D0%B5%D1%80%D0%B0%D1%82%D1%83%D1%80%D1%8B%20%D0%A4%D0%BE%D1%82%D0%BE%D0%BD%5C%D0%9F%D0%B5%D1%80%D0%B5%D0%B2%D0%BE%D0%B4%20%D0%9B%D0%B5%D0%BD%D1%8B%20%D0%BC%D0%B0%D1%80%D1%87%D1%83%D0%BA%5CDistribution%20Agreement%20Foton.ru.doc#_Toc182812132)

[Article 25 - Entire Agreement/ Пунтк 25- Полнота Соглашения 34](file:///E%3A%5CMy%20Documents%5C%D1%80%D0%B0%D0%B1%D0%BE%D1%82%D0%B0%5C%D0%BF%D0%B5%D1%80%D0%B5%D0%B2%D0%BE%D0%B4%5C%D0%BF%D0%B5%D1%80%D0%B5%D0%B2%D0%BE%D0%B4%D1%8B%20%D0%BB%D0%B8%D1%82%D0%B5%D1%80%D0%B0%D1%82%D1%83%D1%80%D1%8B%20%D0%A4%D0%BE%D1%82%D0%BE%D0%BD%5C%D0%9F%D0%B5%D1%80%D0%B5%D0%B2%D0%BE%D0%B4%20%D0%9B%D0%B5%D0%BD%D1%8B%20%D0%BC%D0%B0%D1%80%D1%87%D1%83%D0%BA%5CDistribution%20Agreement%20Foton.ru.doc#_Toc182812133)

[Annexes/Приложения: 35](file:///E%3A%5CMy%20Documents%5C%D1%80%D0%B0%D0%B1%D0%BE%D1%82%D0%B0%5C%D0%BF%D0%B5%D1%80%D0%B5%D0%B2%D0%BE%D0%B4%5C%D0%BF%D0%B5%D1%80%D0%B5%D0%B2%D0%BE%D0%B4%D1%8B%20%D0%BB%D0%B8%D1%82%D0%B5%D1%80%D0%B0%D1%82%D1%83%D1%80%D1%8B%20%D0%A4%D0%BE%D1%82%D0%BE%D0%BD%5C%D0%9F%D0%B5%D1%80%D0%B5%D0%B2%D0%BE%D0%B4%20%D0%9B%D0%B5%D0%BD%D1%8B%20%D0%BC%D0%B0%D1%80%D1%87%D1%83%D0%BA%5CDistribution%20Agreement%20Foton.ru.doc#_Toc182812135)

|  |  |
| --- | --- |
| **DISTRIBUTION AGREEMENT** | **ДИСТРИБЬЮТОРСКОЕ СОГЛАШЕНИЕ** |
| This Distribution Agreement (hereinafter referred to as “this Agreement”) is made on \_\_\_\_\_\_\_\_by and between:Beiqi Foton Motor Co., Ltd, is incorporated under the laws of People’s Republic of China and having its legal address at \_\_\_\_\_\_\_ ("Supplier") and \_\_\_\_\_\_\_\_ is incorporated under the laws of Russian Federation and having its legal address at \_\_\_\_\_\_\_ ("Distributor"). Supplier and Distributor shall hereinafter be referred to individually as a “Party” and collectively as the “Parties” | Данное Дистрибьюторское соглашение (далее, «данное Соглашение») составлено \_\_\_\_\_\_ между:Beiqi Foton Motor Co., Ltd, являющаяся корпорацией в соответствии с законодательством Китайской народной республики и имеющей юридический адрес \_\_\_\_\_\_\_\_ («Поставщик»), и ООО «Вудтэкс», действующее в соответствии с законодательством Российской Федерации и имеющее юридический адрес \_\_\_\_\_\_\_\_\_ («Дистрибьютор»). Поставщик и Дистрибьютор, в дальнейшем именуемые отдельно как «Сторона» и вместе именуемые «Стороны» |
| **WITNESSETH:** | **СВИДЕТЕЛЬСТВУЮТ:**  |
|  **WHEREAS,** Supplier, as a leading automobile manufacturer in P.R. China, is dedicated to the manufacture of vehicles, spare parts and accessories, and proposes to sell its Products (defined hereunder) in Territory (defined hereunder);  |  **ПРИНИМАЯ ВО ВНИМАНИЕ ТО,** что Поставщик, являясь ведущим производителем автомобилей в КНР, специализируется на производстве техники, запасных частей и принадлежностей, предлагает на продажу свою Продукцию (определенную ниже) на Территории (определенную ниже); |
|  **WHEREAS,** Distributor desires to be appointed as Distributor of Supplier and purchase certain amount of Products from Supplier in Territory for the purpose of direct sales or sales to the Authorized Wholesalers and/or Retailers (as hereinafter defined); and  |  **ПРИНИМАЯ ВО ВНИМАНИЕ ТО,** что Дистрибьютор имеет желание быть назначенным Дистрибьютором Поставщика и покупать определенное количество Продукции у Поставщика с целью прямых продаж на Территории или продаж Уполномоченным Оптовым торговцам и/или Розничным продавцам (как определено далее) и  |
| **WHEREAS,** Supplier, under the following terms and conditions, is also willing to appoint Distributor as its Distributor in Territory  |  **ПРИНИМАЯ ВО ВНИМАНИЕ ТО**, что Поставщик в соответствии со следующими условиями также имеет намерение назначить Дистрибьютора быть Дистрибьютором на Территории  |
| **NOW, THEREFORE,** after friendly consultations conducted in accordance with the principles of equality and mutual benefit, the Parties hereto agree to reach this Agreement. |  **СЕЙЧАС, ТАКИМ ОБРАЗОМ**, после дружеских консультаций, проведенных в соответствии с принципами равенства и взаимной выгоды, Стороны достигли следующего в данном Соглашении.  |
| Article 1 - Definition and Explanation | **Пункт 1 – Определение и Разъяснение** |
| Unless otherwise expressly provided in the context, all the terms set out in this Agreement shall have the meaning as follows: | До тех пор, пока иное не дано в контексте, все условия, определенные в данном Соглашении, имеют следующее значение: |
| * 1. “Products” means Supplier’s Vehicles, CKD, SKD and Spare Parts as specified in the Annex 1 of this Agreement.
 | 1.1 «Продукция» означает Транспортные средства Поставщика, в разобранном виде, в полуразобранном виде и запасные части, как указано в Приложении 1 к данному Соглашению. |
| * 1. “Supplier’s Vehicles” means automobiles manufactured and assembled by Supplier and sold in different brand.
 | 1.2 Под «Транспортными средствами Поставщика» понимаются автомобили, произведенные и собранные Поставщиком и проданные под различными марками.  |
| * 1. “Spare Parts” means: (1) Assembled and/or manufactured by Supplier, or assembled and/or manufactured with the authorization of Supplier. (2) The parts in bulk, for maintenance and accessories sold to Distributor by Supplier.
 | 1.3 «Запасные части» означают: (1) собранные и/или произведенные Поставщиком, или собранные и/или произведенные с разрешения Поставщика. (2) Комплектующие большими партиями для ремонта и комплектующие, продаваемые Поставщиком Дистрибьютору.  |
| * 1. “Minimum Purchase Quantity” means the minimum quantity purchased by Distributor in one Gregorian Calendar Year agreed by the Parties.
 | 1.4 «Минимальный размер закупок» означает минимальное количество, покупаемое Дистрибьютором в год по грегорианскому календарю, согласованное Сторонами.  |
| * 1. “Minimum Sales Quantity” means the minimum sales quantity by Distributor in Territory in one Gregorian Calendar Year agreed by the Parties.
 | 1.5 «Минимальное реализуемое количество» означает минимальный объем продаж, реализуемый Дистрибьютором на Территории в год согласно грегорианскому календарю, согласованное Сторонами. |
| * 1. “Territory” means country (region).
 | 1.6 Под «Территорией» подразумевается \_\_\_\_\_\_\_\_\_\_страна (регион). |
| * 1. “Calendar Year” means Gregorian Calendar Year, beginning on January 1st and ending on December 31st.
 | 1.7 «Календарный год» означает грегорианский календарный год, который начинается с 1 января и заканчивается 31 декабря.  |
| * 1. “Authorized Wholesalers and/or Retailers” means the wholesalers and retailers, who purchased Products from Distributor, authorized by Distributor with the prior written approval of Supplier.
 | 1.8 «Уполномоченные оптовые торговцы и/или розничные продавцы» - это оптовые и розничные продавцы, которые приобрели Продукцию у Дистрибьютора, уполномоченные Дистрибьютором с предварительного письменного разрешения Поставщика. |