

欧盟授权代理人协议

EU Representative Person Agreement

合同编号 (Agreement Number) :

此协议有效期为 2024-12-02 至 2025-12-01 , 到期后由甲方选择续约或合同自动失效。

This agreement will be valid from 2024-12-02 to 2025-12-01 .

PartA could choose to renew the agreement by then,other wise this agreement will be terminated automatically.

Party A / 甲方	
Name (中文名称) :	
Name (英文名称/拼音) :	Dongguan Metro Clothing Co., Ltd.
Trade Register Number (统一社会信用代码/统一编号) :	914419003380094752
Add (地址) :	No. 25, Jiumenzhai 1st Ind. Zone,Humen Town,Dongguan,Guangdong
Zip Code (邮编) :	523000
Contact Person (联系人) :	Tingqian Zheng
Tel (联系电话) :	19525697165
E-mail (邮箱) :	tom@metroxclothing.com
Sellerid (卖家ID) :	
Party B / 乙方	
Name (授权代表公司名称) :	Apex CE Specialists GmbH
Add (地址) :	Grafenberger Allee 277, 40237 Düsseldorf, DE
Contact Person (联系人) :	Wells Yan
Zip Code (邮编) :	40237
E-mail (邮箱) :	Info@apex-ce.com

甲方任命乙方为他们产品的欧盟授权代表, 乙方接受甲方任命为甲方在欧盟市场的产品授权代表, 双方签署下列协议, 甲方委托的产品必须有符合资质的 CE 检测报告或/和 CE 认证, 委托的产品类别见下表:

Party A hereby appoints Party B as the authorized European Representative for their products, Party B accepts the appointment to be the authorized European Representative for Party A in the market of European Union (E.U) , Both parties enter this agreement as follow, the appointed product categories set out in below form:

Online Store Information / 网店信息:	
网店网址 (Online shop URL):	https://metrosportswear.en.alibaba.com/?spm=a2700.29482153.0.0.571f71d2hkXFPZ
网店商标 (Trademark):	N/A
Product Information / 产品信息:	
 <p>Scan code to check product information/扫码核对产品信息</p>	

甲方职责和义务 (Obligations and Liabilities of Party A) :

1. 甲方应将使用乙方授权代理讯息的产品数据上传至系统, 系统链接: <https://ipr.jpvat.com/> (未上传系统不得使用乙方授权代理讯息), 若已取消合作或合作终止, 甲方应将任何电商平台、官方机构、产品包装、检测证书、商品、包裹或随附文件等的授权代理讯息删除, 违者视同滥用乙方授权代理讯息, 乙方有权按照本协议约定追究甲方责任。

Party A shall upload the product data using Party B's authorized agent information to the system, the system link is: <https://ipr.jpvat.com/> (Party B's authorized agent information shall not be used without uploading to the system). If the cooperation has been cancelled or terminated, Party A shall delete the authorized agent information of any e-commerce platform, official agency, product packaging, inspection certificate, commodity, package or accompanying documents, etc. Violators shall be deemed to have abused Party B's authorized agent information, and Party B has the right to hold Party A accountable in accordance with the provisions of this Agreement.

2. 甲方确保向乙方提供每一大类带 CE 标志产品的最新的合规文件。如果甲方在取得证书之后的 30 天内, 或者“自我声明”产品在使用 CE 标记之前, 仍然没有提供给乙方符合要求的 CE 合规文件, 本协议自动失效, 甲方承担由此而引起的风险后果。甲方提交合规电子文件, 格式可以是 PDF/WORD/JPG/的任何一种。书面文件只有在欧盟当局需要审核时才提交乙方。如甲方未能在欧盟当局要求时间内, 提交乙方书面及电子版文件, 乙方不予承担延迟所产生的后果。所提交文档内容的要求如下:

Party A assures to provide the updated technical files of each product category with CE mark to Party B. If Party A cannot provide the required technical file to Party B within 30 days after approval of CE certification or before using CE mark for "self declaration" products, this agreement will be terminated automatically, Party A should take on any aftereffect by itself. The technical files should be the electronic copy (PDF/WORD/JPG/ vision), the written copy would be submitted if required by the competent authority. If Party A cannot provide the document (electrical and written copy) within the time scope of the competent authority and party B, the part shall not take the responsibility for the delay. Detail of the requirements of the submitted files as following:

- (i) 符合性声明文件 Declaration of conformity,
- (ii) 标签、包装、说明书副本 (所有上市国家要求的语言的版本) Copy of the label, packaging and instructions for use (in all languages requested by the countries where the device is marketed),
- (iii) 公告机构证书 (适用时) Notified Body certification (where relevant),
- (iv) 上市后数据、投诉、处理和数据 Post market data, complaints, processes and data,

(v) 经销甲方 CE 标志产品的经销商/供货方细节 Details of any distributors / suppliers putting the CE marked products on the market,
2.产品如有改变, 技术文件如有更新, 甲方需要在更新信息产生后一周之内以电子邮件的形式将相关信息发送到乙方上述邮箱。

If there are any changes of products and update of technical file, Party A shall notify Party B with change notification in electronic copy as soon as possible. Party A shall send relevant information to Party B's email listed as above within one week upon changing information.

3.如果产品在欧盟境内发生事故, 甲方应及时配合乙方调查原因, 如带CE标志的产品, 其事故发生在欧盟境外, 甲方应尽快告知乙方, 并由乙方决定是否向主管当局报告。若上述事故是通过甲方渠道先期获得的, 甲方须在一个工作日内以邮件形式发送至乙方上述邮箱。中; 并需要对事故的调查、分析和处理结果的报告, 用电子邮件或书面方式在相关事件产生后一周内通知乙方。

If any accident of products happens within boundary of E.U., Party A shall help Party B to investigate the reason in time. If the accident of the product happens out of E.U., Party A shall notify Party B as soon as possible, and Party B should make decision whether to report to competent authority or not. If the above mentioned accident of products was known by Party A at first, Party A must send notification to the email of Party B as stipulated in hereof in one working day, analysis and disposal result of the accident to Party B by E-mail or other effective means in writing within one week after relevant accident happened.

4.甲方应对销售后发生产品相关的事故或质量索赔等业务纠纷负责。乙方根据甲方的授权, 协助甲方联络处理事故, 乙方需要在境外支付的相关费用, 须甲方确认后由甲方承担。如果由于调查、取证质量投诉、事故和索赔的需要, 乙方雇员或顾问在赴中国内地企业工作的食宿、交通等实际支出的费用, 由甲方承担, 乙方可要求甲方支付相应的预付款, 在该预付款到账到达乙方指定账户之前, 乙方有权利拒绝代为支付或采取相关措施。

Party A shall be responsible for any business dispute related to their product problems, such as accidents or claims for compensation concerning quality that arise after sale. Party B shall assist Party A to handle the dispute in accordance with the authorization of Party A. All the expenses occurred outside the china mainland during Party B's handling of the accident shall be borne by Party A. Party A should pay all of the cost of the traffic and other allowance for Party B's employee or advisor in the china mainland for the need of investigation, analysis and disposal of the accident. Party B is entitled to require Party A to pay in advance. Before Party B receives such payment Party B is entitled to refuse to pay on behalf of Party A or take relevant measures.

5.甲方出口欧盟地区之所有产品的销售清单(包括OEM的销售清单), 在产品停产后至少五年期间, 必须用英文文字、电子文档形式保留完整无缺, 以备乙方随时用于欧盟之官方的调用、检查。甲方要对提供的数据其准确性、真实性负责。

Party A should keep the complete sales list of all of the products exporting to any area of E.U.,(including the OEM products) by electrical documents in English at least 5 years, in order to be provided by Party B for the using to be transferred or inspected to the relevant competent authorities of E.U., Party A assures the accuracy and the validity of the data.

6.甲方针对客户/用户的事故的投诉、抱怨记录和处理结果, 除了应该及时通知乙方以外, 所有记录的保存、调用、检查, 按照上述“5”条款款办理。

Party A must notice Party B the complaint record and the result of disposal on the accident of products immediately, and Party A should save, transfer, check-up any of the record according to the 5th article on the above.

7.甲方需指定一人, 作为甲、乙双方的第一联络人, 主要职责是与乙方共同协调、处理本协议条款规定范围内的日常工作。双方联络人的联络方式记录在本协议的第一页。乙方送达给甲方联络人的信息视作送达给甲方, 甲方联络人给出的相关指示视作甲方给出的指示。

Party A should appoint one person as the primacy linkman who connects with Party B and deal with the normal daily grind according to this agreement. Information of both Parties' linkman should be written in Page one. The information delivered to the primacy linkman who connect with Party A by Party B shall be deemed as delivery to Party A and the instruction provided by the primacy linkman who connect with Party A shall be deemed as the instruction from Party A.

8.甲方需要充分认识到本企业产品不加贴CE标志或不满足欧盟法规要求就销售欧盟市场之必定带来的风险。若由于甲方的原因, 甲方将承担罚款、警告, 甚至禁止产品进入欧盟市场之后果。

Party A shall fully realize the risk of selling its products to EU market without CE marking or not compliance of EU regulatory. If it caused by Party A, Party A should take the aftereffects such as warning, penalty or even the results that the distribution of its products in EU market will be prohibited.

乙方职责和义务 (Obligations and Liabilities of Party B) :

1. 乙方应保留甲方每一大类获得CE标志产品的技术文档, 该文档至少保存至最后一批产品出厂后十年。一旦欧盟主管当局需要获得CE标识产品的技术文件 (含已备案的技术文件的新版本), 乙方负责在10个工作日内递交欧盟主管当局。

Party B shall reserve technical files of each category of party A's products with CE mark. The technical files shall be reserved for at least ten years after manufacturing of the last batch of products. Once competent authority needs the technical files (including new edition of the technical files which had already registered) of each category of part A's products with CE mark. Party B should send them to competent authority within ten workdays.

2. 乙方需指定一人, 作为甲、乙双方的第一联络人, 主要职责是与甲方共同协调、处理本协议条款规定范围内的日常工作。双方联络人的联络方式记录在本协议的第一页。

Party B shall appoint one person as the primacy linkman whose responsibility is to connect with Party A and deal with the normal daily grind according to this agreement. The information of both Parties' linkman was written in first page of this contract.

3. 乙方应对甲方技术文档和资料保密。

Party B shall keep all technical files and information of Party A's in confidentiality.

4. 乙方不对甲方提供的文件的真实性负责。甲方提供文件如有造假, 一切责任自行承担。

Party B shall not be responsible for the authenticity of the documents provided by Party A. If the documents provided by Party A are false, all responsibilities shall be borne by itself.

服务条款 (Terms of Service) :

1. 协议生效后, 代表服务已经产生, 如非乙方过失, 费用不予退还。如果甲方需要乙方提供超出本协议规定之外的服务, 甲乙双方应当对此另行约定相关费用。

After the agreement comes into effect, the service has been generated. If it is not due to Party B's fault, the fee will not be refunded. Provided that Party A requires Party B to provide the service beyond scope stipulated herein, both parties shall agree relevant fees separately in writing.

2. 甲方在认证结束取得证书之后的30天内, 或“自我声明”产品在使用CE标记之前, 仍然没有提供给乙方符合要求的CE合规文档的, 本协议自动失效。

Party A can not provide the required technical file to Party B within 30 days after approval of the CE certification or before using CE mark for "self declaration" products.

3. 为避免争拗, 双方确定: 合作期间如甲方公司因故无法开展业务, 甲方不得要求乙方将剩余合作期间费用转移至其他公司, 非乙方原因导致的合同解除或委托终止, 乙方已经收取款项不退还。

In order to avoid disputes, both parties have determined that if Party A's company is unable to carry out business for any reason during the cooperation period, Party A shall not require Party B to transfer the remaining costs of the cooperation period to other companies. If the contract is terminated or the entrustment is terminated due to reasons other than Party B's, Party B has already charged Payments are non-refundable.

4. 到期或因故取消合作后甲方可选择取消或自动续约。在合同合作期间, 甲方可以在双方指定的产品中使用乙方授权代理讯息, 放置于检测证书、商品、商品包装、包裹或随附的文件上, 若甲方擅自在其他产品上或者合作结束30天后依旧使用乙方授权代理讯息, 视为滥用乙方授权代理讯息, 甲方需向乙方支付5000元人民币/产品的违约金, 甲方应撤销该产品的授权代理人讯息, 由此产生的一切后果由甲方自行承担, 若因此给乙方造成损失, 由甲方负责赔偿乙方所有损失及维权费用 (包括律师费等)。

After the expiration or cancellation of the cooperation for some reason, Party A can choose to cancel or automatically renew the contract. During the contract cooperation period, Party A can use Party B's authorized agent information in the products designated by both parties, and place it on the test certificate, goods, product packaging, parcels or accompanying documents. If Party A uses Party B's authorized agent information on other products without authorization or continues to use Party B's authorized agent information 30 days after the end of the cooperation, it will be regarded as an abuse of Party B's authorized agent information. Party A shall pay Party B a liquidated damages of RMB 5,000/product, and Party A shall revoke the authorized agent information of the product. All consequences arising therefrom shall be borne by Party A. If Party B suffers losses as a result, Party A shall be responsible for compensating Party B for all losses and rights protection costs (including attorney fees, etc.).

5.乙方为卖家們的产品欧盟授權负责人，並非产品制造商/进口商/分销商，未参与产品的制造/进口/销售，不负责产品的售后各项答疑，如出现产品质量或侵权或退貨问题，概由制造商/进口商/卖家自行负责。若因此给乙方造成损失，由甲方负责赔偿乙方所有损失及维权费用（包括律师费等）。

We simply act as an EU representative for cross-border sellers, and are not manufacturers/importers/distributors for the product, nor involved in the manufacture/import/sale of the product. Therefore, we are not responsible for any after-sales services related to the product. In case of any product quality or infringement issues, the manufacturer/ importer/seller shall be solely held responsible.

PARTY A:

Signature (签字):

Company Stamp (公章)

Date (日期): 2024.12.2



Tianqian Zheng

PARTY B:

Signature (签字):

Company Stamp (公章):

Date (日期): 2024-12-02

欧盟授权代理人标签说明:

- ① 欧代标识 EC REP、公司名称、通信地址和邮箱需体现在产品本身、产品包装、包裹或随附文件(例如说明书)中;
- ② 标签是以印刷为主, 尽可能不要用贴标;
- ③ 标签必须清楚可见, 不易脱落为原则;
- ④ 欧代标签印刷尺寸请根据包装大小调整比例;

欧代标签样式:

EC	REP	Company Name
		Full Address
		Contact Email

整体包装样式:

