



GENERAL AGREEMENT
ARMSTRONG AE GROUP OF COMPANY

1 DEFINITIONS

"Agreement" means this document and all documents issued subsequent to this application.
 "Product / Line" means the Company's products and services as stated in this document
 "Deposit" means refundable deposit to be held by the Company for payment for products and/or services
 "Customer" means the applicant as stated on this document
 "Contract" means all those terms and conditions more specifically stated in the Business Agreement proper, Letter of Offer / Appointment or some other documents to the same effect.
 "The Company" means a specific member of ARMSTRONG AE Group of Companies as stated in the Company Code area.

2 EFFECTIVE DATE OF AGREEMENT

This application for dealership status is always subject to contact upon the terms and conditions more specifically stated in the Letter of Appointment and/or Business Agreement and/or some other documents of the same effect; and it shall be of full force pending and/or in lieu of the execution of the Contract,

3 SCOPE OF AGREEMENT

- 3.1 The Company shall in consideration of the Customer's payment of deposit and/or other payment in respect of this Agreement the specific terms of which are more particularly detailed in the Letter of Appointment or some other document to that effects, accept and keep maintain the Customer the Status as stated herein and shall deliver all product and other services as requested from time to time by the customer.
- 3.2 Unless specify otherwise, the Agreement herein shall lapse on the expiry of twelve (12) months from the date of this Agreement.
- 3.3 The Customer shall perform the contract in accordance with terms as set out on the Business Agreement to be provided upon approval of this application, failing which the Company shall have the absolute right to exercise the options available under Clause 5 hereunder.
- 3.4 The Customer hereby agrees that the Company reserve the right to charge an administrative charge of 2.0 percentum a month against any overdue amount in the account of the Customer and such administrative charge may be changed from time to time with reasonable notice to the Customer.

4 RIGHT TO AMEND AGREEMENT

The Company reserves the absolute right to make all necessary amendment, modification, addition, subtraction to any terms and conditions as contained herein including payment terms and product pricing.

5 PRODUCT LINE

- Class A: Supply Side Energy Management and Technology** identified as:-
- Armstrong Sustainable Energy Program (ABEX);and
 - BEX bio-fuels production and cultivation projects
- Class B: Demand Side Energy Management and Technology** identified as:
- TX3000 series, TX5000 series, TX6000 series, TX7000 series and
 - All such other products or services approved for your account.

6 START-UP SUPPORT

1. Sales kit	2 kits
2. TX5200 Demo-kit	1 set (for Class B Dealer only)
3. Standard Company & Product signage	US\$500/- subject to approval of design and setup
4. Product Catalogs	500 pieces (combination) (for Class B Dealer only)
5. Poster	10 pieces
6. T-Shirt	10 spreads
7. EcoSynergy Business Training	1 session (3 hours)
8. Start-up Sales training	1 session (2 hours)
9. Product Training	1 session (2 hours)

7 ANNUAL SUPPORT

1. Product Training	Quarterly
2. Business Training	Quarterly
3. EMC Qualification (If applicable)	Training and Test (If any)
4. A&P Fund (Annual reimbursement)	10% Annual net purchase value above USD50,000
5. On-line EcoSynergy Reward System	Subject to Annual Subscription

8 CONTRACT PROCEDURES & REQUIREMENT

1. Pre-qualification	a) Registered Eco-Partner b) Subject to approval
2. Performance Deposit (refundable)	US\$5,000
3. EcoSynergy Business Fee	US\$2,500 (Non-refundable)
4. Mandatory Business Tools	a) Product showroom 300 SqFt equipped with standard demo-kit for TX5000 series c/w approved b) Training facility for 10 persons with std OA c) Sales and Service facility
5. EcoPartner On-line account annual fee	US\$600 per annum payable in advance (if any)
6. Initial Business Commitment	Subject to Contract

7. Requisite Energy Management Competency Certificate (EMC) for Class B representation	a) EMC basic level b) EMC-HVAC
8. Minimum number of work force	Class A: 1 manager + 3 assistants + contract farmers Class B: 3 persons with 1 technical personnel
9. Minimum Business Commitment:-	Class A: Minimum project value of USD1,000,000 within 12 months Class B: US\$2,500 of net purchase value a month (Not Applicable for Bio-Energy Project Account). Failure to register for 2 consecutive months shall render your account inactive, (excluding the first 6 months)

9 **SCHEDULE OF PERFORMANCE FOR NEW ACCOUNT**

Schedule	Performance Event	Particulars
1. Initiation of Account Opening	Submission of New Account Application Form	Approval Process and payment of Performance Deposit for US\$5,000/- for an Area Rights and US\$1,500 of EcoSynergy Fee
2. Letter of Offer	Acceptance and Issuance of Initial Purchase Order	Issue an initial purchase order for the value stated in the Letter for Offer – Preparation of legal documentation
3. On Signing of Business Agreement	Contractual Commitment to consideration clause	Payment of the Initial Business Commitment and all annual subscription fees (if any)
4. Cooling off Period	90 days cooling off period allowed	You may withdraw your commitment to contract within 90 days after which the contractual terms shall come into effect. Only US\$2,000 shall be deducted for legal documentation and incidental expenses
5. First 30 days upon contract taking effect	i) Preparation of Business Plan and Business Manual Training	Country Distributor's Management team will assist your management team to formulate a concrete business plan for the first 60 or 90 days only.
	ii) Product technical training / assistance	1 session in house and 1 session on site technical training / assistance
	iii) In-depth project evaluation / sales script training	Class A: Commerce in-depth project evaluation and prepare project contract. Class B: 1 session sales script training and 1 session live practice at your biz center.
	iv) Assist in office and Administrative Set up	Assistance to build proper and relevant business procedures and quality recruitment of manpower.
6. After 60th Day	Commence of Business	Commence Class A project at selected sites Commence Class B business with 1st Impact marketing campaign.
7. Business Consultancy Support	Quarterly Distributor Meeting	To help achieve the desired sales and operational results during the first 90 days of the business

10 **TERMINATION**

The Company may without prejudice to any other rights and/or remedy accruing or accrued to it and notwithstanding the waiver of any previous breach suspend or terminate the dealership status herein if the following event occurs;

- a. the Product prices, charges, fees, rentals, or any other monies payable under this Agreement are unpaid on the due date;
- b. the Customer fails to make a deposit if and when required;
- c. the Customer shall be adjudged bankrupt or if a receiving order is made against him or if he makes any composition, arrangements with or assignment of benefits for his creditor or have a winding up petition presented against him or have a receiver appointed over its assets.
- d. the Customer has provided any information(s) which is/are inaccurate, false or untrue.
- e. the Customer breaches any of the terms and conditions contained in the Letter of Distributorship Appointment or of similar effect.

This Agreement shall terminate on the date of such suspension or termination, and the Customer shall be liable to the Company for all legal charges and fees including proceeding disbursement should legal proceeding be instituted against the Customer.

11 **FORCE MAJEURE**

The Company shall not be liable for breach of any provision under this Agreement caused by any act or otherwise beyond the control of the Company including without limitation natural disaster, fire, flood, lightning, emergency, action of the Government or any municipal authority, public riot, strike and/or other commotion beyond the control of the Company.

12 **SEVERABILITY**

In the event of any term and condition in this Agreement is found no longer lawful or enforceable, such terms and condition shall be excluded and such exclusion shall not affect the enforceability and legality of this Agreement in any way

13 **NOTICE**

Any notice that may be given under this Agreement shall be deemed sufficiently served or given if left or sent by ordinary post to the Customer's address stated in this document or such other addresses as notified by the parties herein.

14 **GOVERNING LAW**

This Agreement shall be governed in accordance with the English Common Law as practices and enforced in the United Kingdom.

15 **BINDING NATURE**

This Agreement shall be binding on the heirs, personal representatives, successors in title and permitted assigns of the parties herein.