

Freistadt, 29.08.2022
This agreement includes 4 pages

Exclusive representative (Agent) AGREEMENT

The market in IRAN will be restructured and therefore the new exclusive partners are the following:

This Agreement is entered into this 1st Jan, 2023 ("the Effective Date") by and between – A.Haberkorn & Co GmbH, having its registered office at Werndlstrasse 3 4240 Freistadt | Österreich | AUSTRIA tel: 043 7942 77177-140 (hereinafter affiliates, and successors referred to as "haberkorn") as the FIRST PART and the exclusive Partners of Haberkorn mentioned below

- PARHIZKAR TRADING (Yaghoub Parhizkar).

Add: Unit 3, floor 10, Abrisham tower, Imam St., Tabriz, Iran. Tel: 0098 41 35595423, Cellphone: +989121157829 Fax: 0098 41 35595425, Zip code: 5163753868, ID: 1379013674.

Email: parhizkar_trade@yahoo.com

- Fara Imen Sanat Pardis Co.

Address: No. 137, 4th Floor, Negin Razi Fire Fighting & Safety Trading Center, Helal ahmar St. Tehran, Iran. CellPhone: +989121322146 Tel: +9821 54724000 Fax: +982154724724 Postal Code: 1338955838

Email: maghsoudi@pardisimen.com


Managing Director: Farid Maghsoudi

- ZHARF ANDISHAN BEH IMAN CO.

address #3, No 12, Kooh e Noor Building, Corner of Aryafar blvd, Marzdaran blvd, TEHRAN /IRAN, Registration Code : 259048, ID Code : 10102992007 Zip code: 1464645964, Cellphone: +989123223200 Fax: +98 21 44247730 Tel : +98 21 44247729.

behzad.ghelij@zhabeh-co.com

Managing Director: Mr. Behfar Ghelij



- Alishver Trading – Behrouz Yousefian Amirkhiz (ID: 1375089927)

Unit. 402, 4th Floor, Khashayar Tower, No. 42, Baradaran e Sharifi St, Vanak Sq, Valiasr St, Tehran, Iran. Zip Code: 1969943637

CellPnoe: +9891212304 and +989125444995 Tel: +98 (21) 88653100-01 | Fax: +98 (21) 88879246 | Email: alishver.trading@gmail.com | Web: www.alishver.ir

Starting with 01.01.2023 All Inquiries which come from IRAN directly to A.Haberkorn will be passed on to the above mentioned Partners. A.Haberkorn will focus on the Partners and will provide the needed Products to them on a regularly basis.

All negotiations and documents by email, whatsapp and any platforms is valid and legal in this agreement from now up to future. The conversation has to be in a written form to be valid.

Therefore the Partners guarantee the following.

- The Partners guarantee a minimum Order Volume of 600.000 EUR in the first year (01.01.2023-31.12.2023). This minimum Order Volume is guaranteed for Fire Hoses excl. Rubber Hoses. This minimum Order Volume of 600.000 EUR is valid for every year, as long as the Agreement goes.
- Order Volume for each year will be negotiated and both sides will agree on Volume.
- Main Items will be Miniflex and Bauflex but in every Order at least one pallet will be ordered with different hoses to push and develop the market.
- The Partners commit themselves to promote new Products from A.Haberkorn at the Iranian Market.
- At the beginning of every new Period the Partners will place an order until 31.11., based on the minimum Order Volume of the mentioned year. These orders have to state the articles and volume per article per delivery.
All this Data has to be filled in the Excel called "Price List Open Order". As a result the Partners always have a sufficient stock for their customers.

A.Haberkorn guarantees and commits to the following.

- There won't be any additional customers in IRAN, as long as the criteria of the agreement are met by the partners.
- A. Haberkorn commits to not have any marketer or advertiser in Iran or won't promote and advertise directly in Iran.
- All order or inquiry from Iran and all countries which are mentioned in this agreement must refer to the partners of this agreement
- HABERKORN hereby appoints these partners as its EXCLUSIVE REPRESENTATIVE in the following states:
 - o Iran
 - o Iraq
 - o Afghanistan
 - o Azerbaijan
 - o Turkmenistan
 - o Pakistan
 - o Qatar
 - o Oman
 - o UAE
 - o Armenia



A.HABERKORN

For your safety.

- Period of agreement is 3 years and start from 1st Jan 2023 to 31st Dec 2025. Every party of this agreement cannot leave the agreement in 3 years period of the agreement. At the end of the 3 years, all parties must negotiate to renew the agreement and every party can leave if they can't reach a new agreement. Besides the first priority for a new agreement after 3 years would be with the partners of this agreement.
- It is guaranteed that the ordered goods are provided at the mentioned time and mentioned price for the minimum Order Quantity.
- A.Haberkorn will provide already existing PR Material like Flyer, Videos or the present catalogues so that the partners can translate it into Farsi.
- The given Prices are at least 10% lower than the prices of A.Haberkorn in Europe.
- A.Haberkorn will provide an official letter, based on the requirements of the partners, where is stated that these are the exclusive partners in IRAN. This letter will be renewed every 3 years.
- A.Haberkorn will provide a Price List every year until the 31.10 after negotiation with partners and get formal confirmation for new price list, based on which the 50% of minimum Order Volume for the next year will be placed until 30.11 and the rest order volume will place in 6 months according partners demands.
- There will be direct contact between A.Haberkorn and the partners to provide the best service for the need of our partners.
- The partners commit to put order of min.120,000 EUR until 30.09.2022 according to price list of 2022, which can be found in Annex 1 and if put more than 120,000 EUR the price will be same up to a volume of 150.000 EUR.
- A.Haberkorn commit to not sell any goods to others in Iran until 31.12.2022 except the Orders which have been placed before the negotiations.
- This agreement will be solid for the current management of A.Haberkorn and for the next managements.
- A.Haberkorn would reconsider the 2023 price list if the fuel crisis and Ukraine war situation improves.
- force major is effective for all clauses and both sides and this is also valid for economical downturns and unpredictabilities

Delivery and Payment conditions:

- Deliveries are made in full containers or full trucks.
- To make the procedure as efficient as possible, per delivery and container / full truck there will only be one partner who makes the order.
- Orders are FCA and Payment condition is Payment at least one week before delivery time.

To fulfill this Agreement this letter and the Excel "Price List Open Order" for 2023 has to be signed and filled out.

This agreement will be reevaluated every year.



A.HABERKORN

For your safety.

Yaghoub Parhizkar
PARHIZKAR TRADING

Farid Maghsoudi
Fara Imen Sanat Pardis Co.

Mr. Behfar Ghelij
ZHARF ANDISHAN BEH IMAN CO.

Behrouz Yousefian Amirkhiz
Alishver Trading

A.HABERKORN
& CO. GMBH A-4240 FREISTADT

29.8.2022

Mag. Alexander Haberkorn
A.Haberkorn & Co. GmbH