

# EU Representative Agreement

This agreement will be valid from 28 / 10 / 2024 to 28 / 10 / 2025 .

Part A could choose to renew the agreement by then, otherwise this agreement will be terminated automatically.

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:

Party A	
<b>Customer Number:</b>	FE EU 092850097JET
<b>Company Name:</b>	Guangzhou Houkea Biotechnology Co., Ltd.
<b>Company Address:</b>	Room 0601, Area C, 2nd Floor, No. 8 Shengtang Street, Cencun, Tianhe District, Guangzhou City
<b>Contact Person:</b>	Wu Siying
<b>Contact Email:</b>	zhengyingdai@gmail.com
<b>Contact Phone:</b>	+86 13342745877
<b>Online shop Name:</b>	N/A
<b>Online shop ID:</b>	N/A
Party B	
<b>Company Name:</b>	France Effie Cosmeceuticals Technology Co Ltd
<b>Company Address:</b>	73 RUE DE LA PLAINE 75020 PARIS France
<b>Contact Person:</b>	Yuan zheping
<b>Contact Email:</b>	INFO@GD-REP.COM
<b>Contact Phone:</b>	+33 173713961

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## Obligations and Liabilities of Party A:

1. **Provide Technical Files:** Party A must supply CE-marked product technical files (PDF/WORD/JPG) to Party B within 30 days of CE certification. Failure to do so will result in automatic termination, with Party A bearing all consequences. Required documents include:
  - Declaration of Conformity.
  - Labels, packaging, and instructions in the relevant languages.
  - Notified Body certification (if applicable).
  - Post-market data, complaints, and processes.
  - Distributor/supplier details for CE-marked products.
2. **Product Changes:** Party A must notify Party B of any product changes and provide updated technical files within one week.
3. **Product Accidents:** If an accident occurs within the EU, Party A must assist Party B in investigations. For incidents outside the EU, Party A must inform Party B, who will decide whether to report to the relevant authorities.
4. **Disputes:** Party A is responsible for handling disputes related to product quality or claims, covering all costs incurred by Party B, including overseas expenses. Party B may require Party A to pay in advance.
5. **Sales Records:** Party A must maintain a complete list of all products exported to the EU for at least five years.
6. **Complaint Records:** Party A must notify Party B of any complaints and their resolutions immediately and maintain the records for potential inspections.
7. **Appoint Liaison:** Party A must designate a liaison to handle communication and operations under this agreement.
8. **Compliance Risks:** Party A assumes all risks and penalties for selling non-CE-marked products in the EU.
9. **Liability:** Party A is fully responsible for its products and will indemnify Party B from any liabilities related to the products.

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## Obligations and Liabilities of Party B:

1. **File Retention:** Party B will retain Party A's technical files for at least ten years after the last product batch is manufactured.
2. **Inform of Issues:** Party B must notify Party A of any product complaints or competition issues within the EU.
3. **Appoint Liaison:** Party B will designate a liaison for communication and coordination.
4. **Confidentiality:** Party B will maintain the confidentiality of all technical files provided by Party A.
5. **Document Authenticity:** Party B is not responsible for verifying the authenticity of documents provided by Party A.
6. **Service Scope:** Party B's role is limited to product safety and compliance as required by the EC-REP framework. Party B does not handle logistics, sales, returns, customs clearance, infringement, trademark, or patent matters

## Termination:

1. This agreement will automatically terminate if:
2. Party A's CE certification or test report is withdrawn, suspended, or recalled by the notified body.
3. Party A fails to provide the required technical files within 30 days after certification or before using the CE mark for "self-declaration" products.
4. Party A does not pay the service fee by the agreed deadline without explanation.
5. This agreement will automatically terminate if:
6. Party A's CE certification or test report is withdrawn, suspended, or recalled by the notified body.
7. Party A fails to provide the required technical files within 30 days after certification or before using the CE mark for "self-declaration" products.
8. Party A does not pay the service fee by the agreed deadline without explanation.

The Responsible Person in charge only connects with EU institutions, and does not provide after-sales consultation for product buyers. This service is not in the scope of the EU agent's business. Such mail and telephone calls will be ignored, and the sent goods will be discarded.

Amendments: All amendments must be in writing. Verbal modifications are not valid.

No Additional Rights: No other rights or obligations apply to either party beyond what is specified in this agreement.

PARTY B:

Signature :

Company Stamp :