

Country Agent Partnership Handbook

ExcaYard 2026 · Full operating terms for appointed country agents

This handbook documents the full operating relationship between ExcaYard and an appointed country agent. It supplements the signed Country Agent Agreement and serves as the day-to-day reference for both parties. In case of any conflict between this handbook and the signed agreement, the signed agreement prevails.

1. Program scope and definitions

The Country Agent Program appoints qualified independent dealers, brokers, and trading companies as exclusive local sales representatives of ExcaYard in defined territories. "ExcaYard" refers to the China-based export entity operating from Hefei, Anhui. "Agent" refers to the appointed company holding a signed agreement. "Territory" is one country plus the specific segment(s) (mini / medium / large / mining) granted in the agreement.

2. Roles & division of responsibility

ExcaYard handles China-side sourcing through the verified yard network, mechanical inspection (150-point protocol), export documentation (CCPIT, COO, B/L, packing list, photo set), and ocean freight booking when CIF is contracted. Agent handles local market lead generation, in-person customer meetings, language-localized presentation, post-arrival inspection coordination, and after-sales escalation handling. Neither party is permitted to engage in sourcing or sales activity that overlaps the other's area of responsibility without written consent.

3. Territory & exclusivity

Territory is granted by country plus segment. One agent per segment per country. Within the granted segment+country, all leads originating in the territory shall flow through the agent of record. Lead origination is determined by CRM logging timestamp. Conflicts between agents in adjacent segments are resolved by lead-first-logged principle.

4. Commission structure

Standard tier (deal value USD 15,000–40,000): 5 percent. Mid-range tier (40,001–80,000): 6 percent. Premium tier (80,001–150,000): 7 percent. Mining tier (150,000+): 8 percent. Commission is calculated on the shipped CIF value after deduction of buyer-borne port surcharges, before insurance premium. Special pricing requests by buyer that compress ExcaYard margin below acceptable thresholds may shift commission to the next-lower tier with prior agent notification.

5. Payment terms

Commission is released to agent on B/L (Bill of Lading) issuance. Typical timeline: buyer 30 percent deposit → ExcaYard begins inspection and shipment preparation. Buyer 70 percent balance + B/L issued → commission released to agent within 7 business days. Payment in USD by wire transfer to agent's nominated bank account. Alternative currencies and routing (including SWIFT alternatives for sanctioned-jurisdiction agents) considered at contract stage.

6. Cancellation & refund handling

If a buyer cancels post-deposit due to buyer-side reasons, agent receives 30 percent of full commission proportional to time invested. If ExcaYard cannot fulfill the contracted spec (e.g. machine unavailable, fails inspection), no commission is paid but no clawback applies and agent reputation is unaffected. Force majeure events (port closures, sanctions changes, shipping route disruption) trigger a joint review and mutually agreed remedy.

7. Marketing & co-funding

Agents in active status (> 6 months, > 3 closed deals) qualify for trade-show co-funding and marketing co-investment, reviewed quarterly. Co-funding terms: ExcaYard covers up to 50 percent of qualified expenses with a per-event cap of USD 5,000. Joint marketing collateral (brochures, videos, catalogs) is provided centrally in 6 languages.

8. Performance review & renewal

Initial contract term is 12 months. Performance review at month 12 evaluates: closed-deal count vs agreed pipeline, CRM hygiene (lead logging, customer notes), buyer satisfaction (post-arrival feedback), territory coverage, and growth trajectory. Performing agents auto-renew for additional 12-month terms. Underperforming agents enter a 90-day remediation window before territory is returned to OPEN status.

9. Termination

Either party may terminate the agreement with 60-days written notice. Material breach (misrepresentation, sanctions violation, undisclosed competing relationships, customer fraud) permits immediate termination by ExcaYard. On termination, ongoing deals through B/L stage retain agent commission entitlement. Pipeline leads not yet in deposit stage return to ExcaYard.

10. Confidentiality

Both parties treat as confidential: pricing structures, customer identities, sourcing-yard identities, internal CRM data, and partnership terms specific to either party. Confidentiality obligations survive termination by 36 months.

11. Communication & cadence

Operational communication via dedicated WeChat / WhatsApp line and email. Monthly pipeline review call (30 min). Quarterly business review covering KPIs, market trends, customer feedback. Annual in-person visit (Hefei or agent country) encouraged for top-tier agents.

12. Sub-agents

Appointment of sub-agents within the granted territory requires ExcaYard written consent. Sub-agent commissions are paid from the primary agent share, not as additional cost to ExcaYard. Primary agent remains responsible for sub-agent performance and compliance.

13. Dispute resolution

Disputes are first addressed through good-faith negotiation between the partnership lead at ExcaYard and the agent's authorized signatory. Unresolved disputes proceed to arbitration under HKIAC (Hong Kong International Arbitration Centre) rules. Governing law: Hong Kong SAR.

14. Appendix · Standard agent KPIs

Year-1 minimum performance: 6 closed deals or USD 200,000 shipped value (whichever lower). CRM logging within 48 hours of lead receipt. Post-arrival inspection coordinated within 7 days of vessel arrival. Quarterly review attendance.

Sign-off

This handbook accompanies the signed Country Agent Agreement. By countersigning the agreement, the agent acknowledges receipt and acceptance of the terms in this handbook. Updates to this handbook are issued by ExcaYard with 30-day notice and apply to all active agents.

Agent — signed:

ExcaYard — signed:

Printed name: _____

Printed name: _____

Date: _____

Date: _____
