

Distributor Agreement

by and between

Party A:

Changzhou Haosilin Medical Instrument Co.,LTd
Changzhou city Jiangsu province China
EMAIL: hestion.au@gmail.com
Tel: +86-0519-85125282
Fax: +86-0519-85607990



AND

Party B:

"MedTehnikaPoint" Ltd
Address: Voronejskaya 5, St Peterburg, Russia
Tel/fax: +7-812-2447124

E-mail: office@mtpoint.ru



Refer the distribution in Russia of all HESTION histology products manufactured by Party A

Both parties agreed upon as follows:

1. Appointment

Party A hereby appoints Party B as its agent for distributing HESTION HISTOLOGY PRODUCTS in Russia from beginning of year 2014 to the end of year 2016. Party B accepts and assumes such appointment.

2. Products

This agreement covers Manufacturers Name products and Party B appointed item no as specified in this agreement (hereafter referred to as "Products").

IHC immunostainer MY2300(IHC-480 and components)

HE Stainer LST94(ALS-96 and components),

Tissue processor ATP700(TLP-144 and components),

Tissue processor ATP700ST(TLP-072 and components)

Semi-automatic microtome ERM3000(RMD-3000 and components),

Semi-automatic microtome ERM3100(RMD-3100 and components),

Fully-automatic microtome ERM4000(RMD-4000 and components),

Embedding center TEC2800(ESD-2800 and components),

Block trimmer TEC2900 and components,

Cryostat microtome CM2850(ACM-2850 and components) and CM3800(ACM-3500 and components),

Slide dryer TEC2602(HWT-75 and components),

Water bath TEC2601(HWB-75 and components),

TST1200 (HGS-1200 and components).

Microscope Slide Cabinet B101 (B-101 and components),

Tissue Black Cabinet B103 (B-103 and components).

3. Price

Products are offered by Party A to the Distributor in accordance with the Product Price Matrix as presented in this agreement.

Party A shall have the right to adjust the prices with 30 days notice in writing.

All prices are given in Renminbi (RMB) In-market selling prices (i.e. the Distributor's product pricing to their customers in the territory) shall be set by the Distributor.



4. Purchase and Payment Terms

All orders from the Distributor to Party A shall be made in the form of a written purchase order. All orders are non-cancellable upon being accepted by Party A, unless agreed to otherwise in writing by both parties. All orders must be paid 30% deposit and full by the Distributor prior to shipment unless otherwise agreed to by Party A. All payments are to be made in Renminbi (RMB). The seller agrees to deliver and the Buyer to accept and pay for the goods assortment, at prices and in quantities agreed upon by the parties on the basis of invoices for each shipment of goods.

5. Territory

Russia only

6. Shipping

All costs of transport, customs duty and insurance are the responsibility of the Distributor. Product returns. Shipping costs for warranty replacement parts sent to the Distributor is the responsibility of Changzhou Haosilin Medical Instrument Co.,Ltd (factory).

7. Sales Promotion & Customer Support

All related costs of tender monitoring and sales promotion in the Territory is the responsibility of the distributor. The Distributor will be the primary responsible party for product installation and customer support issues. Changzhou Haosilin Medical Instrument Co.,Ltd (factory) will provide existing product training materials and promotional literature in English to the Distributor.

8. Trade Marks

Any packaging, product literature, training materials and promotional materials for said Products which are not produced by Changzhou Haosilin Medical Instrument Co.,Ltd (factory) must accurately represent the Product and associated specifications as published in Changzhou Haosilin Medical Instrument Co.,Ltd (factory) documentation. The Distributor agrees to utilize any **party A** trademark only for the promotion of **Party A** Products and to represent **Party A** Products honestly and appropriately.

9. Confidentiality of Product Design

It is understood and agreed that any information, including product design details, inventions, product ideas, trade secrets, or processes, proprietary to, and described, revealed, or released by Changzhou Haosilin Medical Instrument Co.,Ltd(factory) to Distributor shall be held in strict confidence, and will not be revealed or released by Distributor to any outside parties or companies, and will not be manufactured, marketed, or reduced to any form of use, without the express, written consent of Changzhou Haosilin Medical Instrument Co.,Ltd(factory). No obligation of confidentiality will apply to an information already in Distributor's possession; b) information received by Distributor from a third party under no obligation of confidentiality to Changzhou Haosilin Medical Instrument Co.,Ltd(factory)., information available to the public or hereafter becomes available to the public.

10. After-sales Service/Repairs>Returns/Warranties

Party A authorizes the Distributor as its authorized representative for warranty work, defined as follows:

Changzhou Haosilin Medical Instrument Co.,Ltd(factory) shall provide service training to the Distributor at facilities where products to be installed or to be discussed with distributor by project. Changzhou Haosilin Medical Instrument Co.,Ltd(factory). shall also provide necessary service guidance documentation.

During the Warranty period as defined, the Distributor will be responsible for providing service labor for the Products, and Changzhou Haosilin Medical Instrument Co.,Ltd(factory) shall be responsible for the cost of replacement parts covered under the Warranty.



Changzhou Haoslin Medical Instrument Co.,Ltd(factory)shall make exact or equivalent spare parts available for service purposes for a period of at least 1 years after any Products are sold by the Distributor in the Territory.

11. Minimum sales quantity

Party B assures the minimum sales quantity in the second and third year is 200,000USD.

12. Termination

During the validity of this agreement, if either of the two parties is found to have violated the stipulations herein, the other party has the right to terminate this agreement.

13. Arbitration

All disputes arising from the performance of this agreement shall be settled through friendly negotiation Should no settlement be reached through negotiation, the case shall then be submitted for arbitration to the China International Economic and Trade Arbitration Commission and the rules of this Commission shall be applied. The award of the arbitration shall be final and binding upon both parties.

14. Validity of agreement

This agreement, when duly signed by the both parties concerned, shall remain force from begin of 2014 to the end of 2016.

Party A

Party B:

Signature:Changzhou Haosilin Medical Instrument Co.,Ltd

Signature: "MedTehnikaPoint" Ltd

Stamp:



President:

General Director:

Date: 1st of Jan,2014

Date: