



07 August , 2019

**International distribution contract**

Between

Biohall LifesciencesPvt.Ltd. having its registered office at 22 ,Omshantipuram, Govindpuram ,Ghaziabad ,U.P- 201013 ,India ,duly registered and incorporated according to the Company laws of Represented by Mr Anurag Singh, acting in his capacity as Managing Director.

Hereinafter known as “BiohallLabware”

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BIOTECH AND SCIENTIIFC CO.,LTD. Having its registered office at 155 Soi Onnut17 yek16 onnut Rd. Suanluang ,Suanluang Bangkok 10250 ,Thailand represented by Ms Doungporn pongpanichnukul (NING) as our Exclusive Distributor in Thailand representing Brand BIOHALL.

Hereinafter known as “Distributor”

On the other part

Biohall and the Distributor being hereafter known together as "the parties".

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**Website:** [www.biohall-labware.com](http://www.biohall-labware.com)



The following has been stated:

- Biohall produces and commercializes directly or indirectly Glass Labware Products and intends to put in place the Distribution of these Products in different countries of the world.
- Distributor possesses an experience as well as a widespread distribution and sales network, and has important commercial relationships, notably in Thailand and is prepared to assure the Distribution of the aforesaid Products.

The two parties have therefore come together to conclude the present contract with the objective of defining the legal and financial conditions which will rule the distribution activities.

The following has been agreed:

### **Article I-Definitions**

When appearing in 'Capital letters' in the contract, these terms will have the following meaning

**Products:** the Products being produced and supplied by BiohallLabware and Products which the parties agree to add in the future by a side letter to this Agreement

**Territories:** Refers to the Kingdom of Thailand.

**Trademarks:** the Trademarks owned by BiohallLabware or which they have applied and all Trademarks matching this definition which the parties agree to add in the future by a side letter to this Agreement

**Authorizations:** the authorizations or permits given by the competent Authorities of each country comprising the Territories regarding the promotion and sale of each Product.

**Competent Authorities:** Ministry of Health or any organization allowed to give authorizations for each of the countries comprising the Territories.

### **Article 2- Objective**

1. Biohalllabware confers to the Distributor which accepts the exclusive rights to distribute the Products in the Territories according to the terms and conditions stipulated in the present contract.

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2. The relationship of the parties is that of Seller and Purchaser and by consequence unless previously defined in writing by Biohall the Distributor is not authorized by its designation to act for Biohall or to engage or to make any representation on behalf of Biohall outside the purview of the association. It is though understood that the Distributor will be able to present itself as the exclusive distributor for Biohall in the Territory for the Products.

The Distributor is not allowed and will not allow its employees to make declarations or to give guarantees relative to the Products other than those which figure in the data sheet of the promotional material of Biohall or the Product packaging.

The Distributor will have in no case the right to make contracts on behalf of Biohall

### **Article 3-Obligations of the Distributor**

1. The Distributor undertakes to:
  - a. Use its best efforts and all due diligence to assure the distribution of the Products in the Territories according to the terms of the present contract.
  - b. Use its best efforts to maintain enough stocks of the Products to avoid shortages.
  - c. "To inform BiohallLabware immediately of any change in the control of the Distributor.
  - d. To keep BiohallLabware updated about any changes or specific requirements of the markets or the Government regulatory bodies related to calibration ,designs or information related to the said product line
  - e. To inform Biohalllabware of the safety regulations applicable in the Territories (especially the regulations relative to the composition of the Products or design in certain assemblies for high value applications) in the case where this regulation may affect the Products as well as all changes or proposals for modification.
  - f. In case there is a question over the accuracy, design or other doubt raised by any authority the distributor shall seek complete report of

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g. the testing methods and shall provide the same to Biohalllabware if the distributor seeks any replacement of the supplied material.

#### **Article 4-Obligations of BiohallLabware.**

1. During the term of this contract BiohallLabware is not allowed:
  - To sell or distribute itself or via a third party any of the Products in the Territories.
  - To give to any person or company exclusive or non exclusive rights to distribute any of the Products in the Territories.
2. Biohall will immediately communicate to the Distributor orders it receives for the Products, for delivery to the Territories.

#### **Article 5 – Replacement Policy**

1. Biohall will replace breakage above 2% of the supplied SKU upon receipt of proper report with attached picture wherein the breakage can be counted clearly .
2. Biohall shall replace the material if there is a question raised by any competent authority however it has to be kept in view that the subject product shall not be out of prescribed tolerance according to the standard mentioned in the technical file , if the product is within bounds of the prescribed tolerance than there shall be no replacement of the same.
3. A complete report of the testing methods shall be reproduced mentioning , testing method ,machines used in testing method , temperature maintained , Humidity , meniscus marked , make or model of the machines used and the dates of previous calibration shall be clearly stated in the reports by the distributor to Biohalllabware so that the claim may be settled and Biohall takes necessary precautions for in near future accordingly.

#### **Article 6 – Sales Supply and Deliveries**

- Distributor shall **complete 50000 USD Invoicing in one year** to remain exclusive distributor for BiohallLabware , Target for next year to be

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communicated by BiohallLabware separately in additional letter to this agreement.

- BiohallLabware shall complete the deliveries in committed timelines as mentioned in the P.I ofr each order.

#### **Article 7-Packaging and labelling**

1. BiohallLabware will provide the Products in packaging ready for sale.. The Distributor will not make any modification to the packaging without the written authorization of Biohall.
2. Biohall Shall take utmost care in the packaging of the products so as to make the breakage minimal in the interest of both the parties.

#### **Article 8-Guarantees**

1. Biohall guarantees that the Products that they will deliver will conform to the specifications communicated to the Distributor and in accordance with the legislations of the Territories. The Distributor is bound to inform Biohall of these.
2. Any default of the Product compared to the above mentioned specifications or any deterioration from them will have to be notified by the Distributor to Biohall not more than 30 (thirty) calendar days following the receipt of the Product by the Distributor. At the expiry of this period the Distributor will be considered to have received the Products conforming to the specifications and in good order and to have accepted the delivery.

The only obligation of Biohall in the case of delivery of damaged Products or not meeting the requirements will be to replace them as quickly as possible or to reimburse after the aforesaid conditions are met , at its choice, the known defective Products.. The Distributor will dispose of the defective quantities following the instructions and to the account of Biohall.

3. The Distributor will inform Biohall of any modification of the legislation or laws of the Territories which would necessitate a modification of the packaging or labelling in order to allow Biohall to make Products conformed to such legislation

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or laws. For Example following DIN,ISO USP or any other standard mentioned by regulatory Authorities.

### **Article 9- Payments**

All the payment shall be 50% Advance along with confirmed order and 50% on receipt of Invoice and Packing list via wire transfer in USD.

### **Article 10-Responsibilities-Insurance**

Each party will be responsible within the conditions of common right of third parties for the direct or indirect consequences resulting from the carrying out of their obligations and the terms of this contract, and will engage and maintain at their cost, during the term of this contract, adequate insurance to cover in all possible circumstances their responsibilities.

### **Article 12-Force majeure**

1. Each party will be cleared of all responsibilities one towards the other in case of delay or inability to carry out any of their contractual obligations due to a case of force majeure. The party evoking the force majeure must immediately inform the other party of the declaration of a case of force majeure and of its ending.
2. By force majeure it is understood to be all situations arising after the signature of this contract which are reasonably unforeseeable and insurmountable, and outside of the control of the party which evokes it.
3. In the situation where the declaration by one of the party that the carrying out of its contractual obligations will be delayed for more than six months the other party will have the full right to cancel the
4. present contract with immediate effect by giving notification in writing without any penalty on either side.

### **Article 13 -Industrial property**

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1. The Distributor undertakes not to challenge the validity of the Trademarks and the name of Biohall and to do nothing which could affect their validity. The Distributor also undertakes for the duration of this contract not to register, use nor attempt to obtain any rights which might be considered to be under the Trademarks or name of Biohall, on any logos, symbols, designs, licences or any other intellectual property rights on any trade mark or name which might be considered similar and hence cause confusion in relation to the Products used or owned by Biohall
2. The Distributor will immediately inform BiohallLabware of all contravention on its Trademarks and on the name Biohall which it becomes aware of in its Territory.

#### **Article 14-Confidentiality**

1. The Distributor undertakes to keep confidential and not to communicate to any other members of its personnel than those directly concerned in carrying out the present contract, not to reveal to any third party, nor to publish in any manner whatsoever, and utilise, only for carrying out this contract the confidential information or advice written or verbal received from BiohallLabware or which comes to light during the execution of this contract Like prices, designs, facility etc.
2. The said employees must be duly informed of the existing obligations of confidentiality and the Distributor will assure their complete compliance.
3. This obligation of confidentiality and non usage is permanent and must be followed to the expiry or the cancellation of the contract whatever its cause. The Distributor will at the request of Biohall return or when required destroy any documents pertaining to sensitive information which falls under this heading.

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**Article 15- Duration and cancellation.**

1. This contract will take effect from the 07 of August 2019 and will remain in force till 31<sup>st</sup> of December 2020 inclusive, unless any of the relative clauses in this contract are applied.

It will then be renewed by agreement between the parties and for a duration to be determined.

2. Each party has the full right to cancel contract upon notice to the other party with immediate effect :
  - a) In a case of liquidation, stoppage of payment, or insolvency of the other party:
  - b) In the case of failure to carry out by one party the obligations which are incumbent upon it by virtue of the present contract, if the party in fault does not remedy this failure within 60 days after receipt of written notification from the other party.

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#### **Article 16-Obligations at the end of the contract (expired or cancelled)**

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- 1) The Distributor will cease immediately to distribute the .Products within the Territories.
- 2) The Distributor will cease immediately to use and to make reference in whatsoever manner to the Trademarks and to the name of BiohallLabware.

#### **Article 17-Notifications**

Any notification concerning this contract will have to be sent by registered letters, with acknowledgment of receipt, to the addresses of the parties.

#### **Article 18-Legal scope of the contract**

The present contract constitutes the provisions agreed between the parties during their negotiations .

The present contract can only be altered by an amendment set up in line with the present clauses.

#### **Article 19-Law enforcement - Jurisdiction**

- A) The present contract will be ruled under the Indian laws.
- B) Any dispute, related to this contract or its carrying out, or being one of its consequences, that the parties fail to settle amicably, will fall within the jurisdiction of Indian Courts.

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FOR BIOHALL LIFESCIENCES PVT.LTD .

ANURAG SINGH

FOR BIOTECH AND SCIENTIIFC CO.,LTD.

Signature

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