

# Distribution agreement



This Distribution agreement is made on the 10.09.2016

between

## **Franke-Filter GmbH**

Wiedhof 9  
DE-31162 Bad Salzdetfurth  
Germany

hereinafter referred to as "**Supplier**"

and

## **Dalian Leader Fluid Control Technology Co., Ltd.**

No.5 Luohu Road  
CN-116600 Dalian Free Trade Zone  
People's Republic of China

hereinafter referred to as "**Distributor**"

The supplier manufactures and sells the products listed in Paragraph 1 (Products). The Distributor wants to purchase the products from the supplier for resale in the geographic areas defined in Paragraph 2 (Territory). The supplier wants to appoint the distributor as its non-exclusive distributor of the products in the territory. The distributor also desires this appointment, subject to the terms and conditions set forth in this agreement, including any exhibits or schedules attached.

### **1. Products**

The products made and sold by the supplier to the distributor for distribution hereunder are as follows:

- Oil mist separators manufactured by Franke-Filter GmbH and their spare parts

### **2. Territory**

The rights granted to the distributor hereunder are granted for the following geographical areas:

- People's Republic of China

### **3. Distribution of Products**

- The distributor shall not supply the products outside of the People's Republic of China, unless the appropriate permission given from the supplier.
- The distributor will not be entitled to use the technical information supplied by the supplier as well as the production of parts, when the contract is finished or cancelled, unless a express consent by the supplier.

### **4. Pricing**

- The pricing will be according to the individual quoting for each project.

### **5. Delivery and Payment terms**

- The delivery and payment terms will be according to the quotations for each project.

### **6. Trademark**

- The distributor will not remove the supplier's trademarks from any Product or modify any trademarks or labels from the product.



**7. Terminating the agreement**

- This agreement has a term of two years commencing on the 10.09.2018 and concluding on 09.09.2020. It shall thereafter continue in effect unless either party notifies the other of its desire to terminate the agreement.
- The supplier or distributor must provide written notice of its intention to terminate the agreement at least 3 months prior to any termination date.
- The agreement can be terminated immediately by written notice by either party if the other should become insolvent, bankrupt or have a liquidator or receiver appointed.
- In case of failure to comply with the terms of this contract will lead to the cancellation of the contract.
- Furthermore each party has the right to annul this contract within six months of the contract date.

**8. Law**

- This Agreement shall be governed by and construed in accordance with the laws of Germany.

**FRANKE-Filter GmbH**

Wiedhof 9  
31162 Bad Salzdetfurth  
Telefon 0 50 64 / 90 4 -0  
Telefax 0 50 64 / 90 4 -18

Carsten Schmieding, CEO  
Franke-Filter GmbH  
Date: 10.09.2018

*Yanan Dong*

Dong Yanan, CEO  
Dalian Leader Fluid Control Technology Co., Ltd.  
Date: 10.09.2018

