

**Distributor AGREEMENT
BETWEEN**

Bartels Mikrotechnik GmbH

AND

Dalian Leader Fluid Control Technology Co., Ltd

(this "Agreement")

THIS AGREEMENT made by and between **Bartels Mikrotechnik GmbH**, a German corporation having its principal place of business at Konrad-Adenauer-Allee 11, 44263 Dortmund, Germany (the "Manufacturer") and **Dalian Leader Fluid Control Technology Co., Ltd** corporation having its principal place of business at No. 5, Luohu Road, Dalian Free Trade Zone. Code 116600, China (the "Distributor") is as follows:

1. APPOINTMENT AND ACCEPTANCE

a) Manufacturer appoints Distributor as its distributor in the "Territory" (as set forth on **Appendix A**, the "Territory") to sell Bartels Mikrotechnik micropumps and accessories ("Products") and Products related development engineering services ("Product Engineering Services") (as enumerated in **Appendix B**, the "Products" and "Product Engineering Services") through its "Distributor Offices" (as enumerated in **Appendix C**, the "Distributor Offices"); and Distributor accepts the appointment and agrees to sell and promote the sale of the Products and Product Engineering Services and to maintain inventory of same.

b) The appointment of Distributor is on a non-exclusive basis.

2. DISTRIBUTOR'S RELATIONSHIP AND CONDUCT OF BUSINESS

a) The relationship between Manufacturer and Distributor is that of vendor and vendee only. Nothing in this Agreement shall be construed to constitute Distributor as the partner, employee, or agent of Manufacturer, nor shall either party have any authority to bind the other in any respect, it being intended that each shall remain an independent business organization responsible only for its own actions.

b) Distributor shall use its best efforts to sell and promote the sale of the Products. Prior to any quotation to Manufacturer's "House Accounts" (as specified in **Appendix D**, the "House Accounts") Distributor shall contact Manufacturer for approval.

c) Distributor shall conduct all of its business in its own name and in such a manner as it sees fit. Distributor shall pay all expenses whatsoever of its offices and activities and be responsible for the acts and expenses of its employees.

d) Distributor may request from Manufacturer special quotation of the price for a Product if

Distributor shall particularly check and verify that:

- (i) the Products, information, software and documentation shall not be used for any purpose related to armaments, nuclear technology or weapons;
- (ii) no undertaking or person listed in the U.S. Denied Persons List (DPL) shall receive commodities, soft-ware or technology of U.S. origin;
- (iii) no undertaking or person named in the then current U.S. Warning List, U.S. Entity List or U.S. Specially Designated National List shall receive items of U.S. origin without a license; and
- (iv) no undertaking or person named in the then current Specially Designated Terrorists List, Foreign Terrorist Organizations List, Specially Designated Global Terrorists List or in the Terrorists List of the EU shall receive goods;
- (v) the early warning instructions of the respective German authorities shall be observed. Upon request Manufacturer shall provide Distributor with further information.

12. **CONSTRUCTION OF AGREEMENT** - This Agreement is made in, governed by, and shall be construed solely in accordance with, the laws of Germany without reference to its conflict of law principles. The United Nations Convention in the International Sale of Goods shall not apply to this Supply Agreement or any transaction contemplated hereby.

All disputes arising out of or in connection with this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said rules. The arbitration shall be conducted in the English language. The award of the arbitrators shall be final and binding, subject to neither appeal nor confirmation. Each Party represents that the arbitration award can be entered and enforced under its national law in any court of competent jurisdiction. Place of Arbitration shall be Dortmund.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year set forth below.

MANUFACTURER - **Baytels Mikroelektronik GmbH**

BY:

NAME/TITLE: - ppa. Dipl.-Kffr. Monika Kremer, CEO

DATE:

19th April 2018

Distributor - **Dalian Leader Fluid Control Technology Co., Ltd**

BY:

NAME/TITLE: - Julia Dong, CEO

DATE:

04-05-2018