



astec

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## Non-exclusive Distributor Agreement

### Principal:

ASTEC Co., Ltd.  
4-6-15 Minamizato Shime  
Kasuya Fukuoka 811-2207 Japan

### Distributor:

UAB ViaMedPharma  
Pilaites ave.16, LT-04352 Vilnius, Lithuania

### Date of the Contract:

#### 1. Appointment and Territory

Astec hereby appoints Reacting as the distributor for the sale of Astec products in the following territory; Republic of Lithuania, Republic of Estonia, Republic of Latvia

Except as Astec may authorize in wiring hereafter, the distributor shall not sell any of the products outside of the territory.

#### 2. Acceptance

The distributor shall accept the appointment to develop demand for and sell and service the product within the territory in accordance with this sales terms & conditions.

#### 3. Terms of Sales

All orders that Astec receives for its products from distributor are subjected to acceptance by Astec. All the sales of products shall be made pursuant to this terms & conditions at such prices and on such terms, as Astec shall establish from time to time on at least sixty (60) days notice. All prices are EX-WORK basis. Packing shall be standard export packing determined by Astec. On distributor's request, Astec agree to buy insurance for the shipment whose shipping charge and insurance charge will be covered by distributor. Risk of loss due to damage or destruction during shipment shall be borne by distributor. Forwarder shall be selected by ASTEC unless distributor requests a reasonable alternative.

### **Payment**

Distributor shall make the initial order's payment in advance of the shipment. From the second order, payments are due within thirty (30) days from the date of shipment. Payments are to be made in Japanese Yen and shall be remitted to the appointed bank account.

Astec shall pay remuneration for the sales resulted from distributor's marketing efforts when the customer in the territory directly purchases products from Astec. The balance between distributor price and the customer paid price shall be paid as remuneration. Payment will be due and payable to representatives within thirty (30) days of payment receipt by Astec from the customer on any product sold.

### **4. Marketing Policies**

Distributor shall at all times maintain adequate inventories of Astec products and promote vigorously and effectively the sale of products through all channels of distribution prevailing in the territory, in conformity with established marketing policies and programs of Astec. Distributor will use its best efforts to sell Astec products to aggressive, reputable, and financially responsible dealers providing satisfactory consumer service throughout distributor's primary marketing area.

### **5. General Services**

Distributor shall provide maintenance service on Astec products sold in the territory, using qualified personnel and subject to service policies satisfactory to Astec requirement. Distributor shall also provide technical service for the products to the technician level, providing repair support for diagnosing and fixing problems. Distributor agrees to notify serviced products' serial number, description of problem, and resolution of problem. Distributor agrees to keep at least one back-up unit in its inventories to service the customer immediately in case any problem arose with a product at site.

### **6. Service Training / Maintenance**

Manufacturer agrees to provide an adequate training to a service technician(s) appointed by distributor. The technician(s) shall be certified for installation of the products made by manufacturer. All of the installations performed by the technician(s) must be reported to the manufacturer within 14 days.

The technician certified by the manufacturer should be solely entitled to perform the maintenance and service after sales. All of the maintenances and service performed by the technician(s) must be reported to the manufacturer with in 14 days

#### **7. Sales and Merchandise Policies**

Astec shall provide the appropriate merchandising assistance from time to time in the form of advertising programs, product, sales and service training and sales promotions. Astec will provide all necessary leaflets, brochures and technical materials in English for distributor in quantities to its discretion.

#### **8. Advertising Policies**

Astec will cooperate with distributor in providing for continuous and effective advertising and promotion of the products throughout the territory, and distributor shall actively promote Astec products at their expense. Nothing herein shall prevent the distributor from independently marketing Astec products within the territory, provided the form and content of the advertising or marketing materials approved by Astec in advance.

#### **9. Warranty Policies**

All stand-alone products sold to distributor are covered by warranty for a period of 2 years from the date of the shipment. In case that any of such products are proved to be defective stemming from its own machining problem, Astec shall replace or provide necessary repair parts at free of charge. In no event shall Astec be liable for any other repair, compensation or indemnification of whatever nature nor shall it be responsible for any special or consequential damages.

#### **10. Duration**

This agreement shall commence on the date hereof and continue in full force for a period of one (1) year unless earlier termination according to section 12 is applied by either party. This distributorship shall be non-exclusive for the first two (2) years and Astec considers granting exclusivity based on the sales achievement made by distributor during the non-exclusive period.

#### **11. Termination**

A. Astec and/or representatives may terminate this contract by a written consent with a period of thirty (30) days prior notice.

B. Astec may terminate this contract upon notice of any following events:

- (1) Failure to fulfill or perform any one of the duties, obligations, or responsibilities of representatives in this agreement, which failure is not cured with a period of twenty (20) days notice from Astec.



- (2) Failure to function in the ordinary course of business for any reason.
- (3) Violation of law by principal officer or major stockholder of representatives which, in opinion of Astec, affects adversely the operation or the business of representatives or the good name, good will, or reputation of Astec or the distributor.
- (4) Submission of false/fraudulent reports or statements, including, without limitation, claims for any refund, credit, rebate, incentive, allowance, discount, reimbursement or other payment by Astec.
- (5) A force majeure for continuous period of ninety (90) days, such as acts of war, riots, embargoes, acts of civil or military authorities, fires, floods, nuclear incidents, quarantine restrictions, supplier conditions, strikes, differences with workmen, delays in transportation, shortage of cars, fuel, labor or materials.

## **12. Obligations on Termination**

On termination of this agreement, distributor shall cease to be an authorized distributor of Astec and:

- A. All amounts owing by distributor to Astec shall, notwithstanding prior terms of sale, become immediately due and payable.
- B. All unshipped orders shall be cancelled without liability of either party to the other.
- C. Representatives will resell and deliver products and materials bearing the name of Astec on demand to the principal. Astec will not consider buying those products if they are more than six (6) months old in the distributor's stock or its condition is out of the acceptance range of Astec.

### 13. Confidentiality

"Confidential Information" shall mean any client information exchanged between Astec and distributor that is marked or identified as confidential or proprietary or is of such a nature as should reasonably be expected to be confidential or proprietary. Both parties shall make all efforts to prevent the inadvertent disclosure of all Confidential Information to any other individual, corporation, partnership, other distributors or any other third party.

IN WITNESS WHEREOF, this contract becomes effective between Astec and ViaMedPharma as of the date first above written.

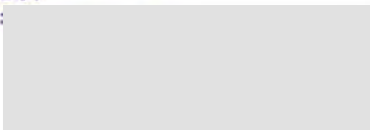
ASTEC Co., Ltd.

By:

**ASTEC CO., LTD.**

4-6-15 Minamizato, Shime, Kasuya,  
Fukuoka, Japan, 811-2207

Tel: +81-92-935-5666 Fax:

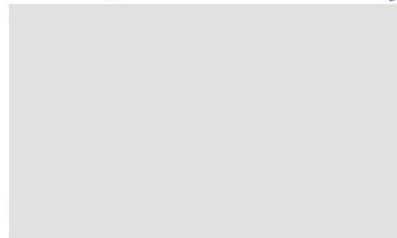


President / CEO

UAB ViaMedPharma

By:

2019. 07. 10



Director

