



TITAN BIOTECH LTD

AN ISO 9001:2008 CERTIFIED COMPANY

Corp. Off. : A-2/3, 303-305 Lusa Tower, Azadpur Comm. Complex, Delhi-33, India
Ph. : 011-27674615, 27675668, 27677960, 47020100 Fax : 011-27674181

SUPPLIER- AGENT AGREEMENT

This Agreement is made & entered into this 1st July by and between: **Titan Biotech Ltd, India** (herein Know as Principal), Registered office at A-902, RIICO Industrial Area, Phase-III, Bhiwadi-301019, Rajsthan, India & Corporate office at A 2/3, 303-305, Lusa Tower, Azadpur Commercial Complex, New Delhi-110033, India and **M/s., Vinh Khoi Technical Scientific Equipment Co,Ltd, Vietnam**, Head Office: 97 Nguyen Trong Tuyen Street, Ward 15, Phu Nhuan District, Ho Chi Minh city, Vietnam whereby, **Titan Biotech Ltd., India**, will be known as supplier & **M/s., Vinh Khoi Technical Scientific Equipment Co,Ltd** will be known as our Exclusive Agent/Distributor in **Vietnam..**

DISTRIBUTORSHIP / AGENTSHIP

The Supplier, **Titan Biotech Ltd**, hereby appoints **M/s., Vinh Khoi Technical Scientific Equipment Co,Ltd** as its Agent/ distributor for Product Category- **"DEHYDRATED CULTURE MEDIA & LABORATORY CHEMICALS"** & authorize it to sell the products throughout VIETNAM by retaining the brand name & identification of Titan Biotech Ltd., India.



B. TERM:

- I. This Agreement is valid for Two years from the commencement date. However, this agreement will be extended on the mutual agreement of **Titan Biotech Ltd., India & M/s., Vinh Khoi Technical Scientific Equipment Co,Ltd, and Vietnam.**
- II. Termination of this Agreement without cause, if so desired by either party, should be notified before 90 days by an official document (written notice).

Giám Đốc
Phan Đức Trung

C. PRICES:

- I. Price for the products shall be based on a Price List provided by the Principal at regular intervals. The prices will be on FOB, Bhiwadi (India) basis, until & unless specified.
- II. The agent has to log a minimum order of USD 10,000 for abovementioned product category.
- III. The discount on the products shall be decided by the Titan Biotech Ltd. and shall be regulated from time to time. The Distributors/ Agents shall be informed about the change in discount rates accordingly.



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D. SAMPLE & LITERATURE:

Titan Biotech Ltd. shall provide the sample free of cost to the distributor during the term of his agreement with sales and technical literature of the products, wherever applicable, in a quantity mutually agreed by the Titan Biotech Ltd. & the Distributor/Agent.

E. SALES TARGET:

The distributor/ Agent will be given a target as per the terms given below

1. The annual Target for first year shall be of USD (US Dollars Forty thousand only). Every year the target shall increase by 40%. Hence, for second year, the annual targets will be USD
2. The distributor has to give Titan Biotech Ltd, a minimum sales of USD (US Dollars Fifteen thousand only) per quarter in the first year, USD (USD Twenty two thousand five hundred only) per quarter in the second year.
3. If the quarterly target of one quarter is not achieved by the Distributor, then the Distributor will have to fulfill the remaining target of that quarter in the next successive quarter along with the quarterly target of that next successive quarter failing to which will strictly mean cancellation of the Contract.

F. OTHER TERMS & CONDITIONS:

- I. Titan Biotech Ltd. is not bound to supply all of the products mentioned in the Price List. No hazardous product, liquid product or drug Items (or any other product which is not feasible for Titan Biotech Ltd. to supply) shall not be supplied. It will be the sole discretion of the Titan Biotech Ltd. whether or not to supply a product mentioned in product list & the sales target given to the Distributor should not be affected by this.
- II. Any fee required by the embassy of either country will be borne by the distributor/agent.

G. FORCE MAJEURE:

The company Titan Biotech Ltd. shall not be responsible for any delay or part supply due to circumstances beyond control like riots, strikes, shortage of raw materials, natural calamities, governmental restrictions & budgetary changes by Government, etc.





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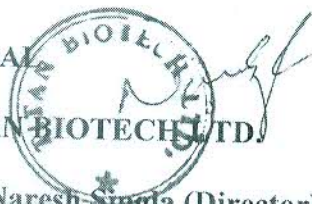
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H. JURISDICTION:

Any matter relating to or arising out of this Agreement, shall come under jurisdiction of India.

In witness whereof, the parties hereto have executed this Agreement as of the date above mentioned:-

PRINCIPAL
M/s TITAN BIOTECH LTD
BY: Mr. Naresh Singla (Director)



DISTRIBUTOR
M/s. VINH KHÔI TECHNICAL
SCIENTIFIC EQUIPMENT CO., LTD
BY: Mr. Phan Dinh Trung (Director)

