**Distribution Agreement**

**The Supplier : Genasia Biotech Co.，Ltd**

**Address：**7th Floor, Wujiaochang Technology Building, No.1675, Huangxing Road, Yangpu District, Shanghai, China.

**The Distributor：­­­**

**Address：**

1. The surpplier hereby appoints as the distributor of Genasia Biotech Co.，Ltd for the agreed products in with the effect period of one year from the data of \_\_\_\_\_\_\_ and shall be renewed automatically thereafter, unless either party terminates this agreement with written notice on termination to the other party with thirty days prior to the expiration of this agreement.

2. The products covered by this agreement shall be those products for Elisa kits; IHC kits and WB kits, and additional research products that may be added by the parties hereafter.

3. The Supplier will offer technical support to the Distributor. The Distributor will also provide technical support to its customers.

4. The Distributor will set the selling price for the products in the appointed areas. Under mutual agreement, special prices may be given for large, bulk purchases. In the event of price change, the Supplier shall notify the Distributor thereof at least thirty (30) days before such changes become effective. The Supplier shall thereafter send the Distributor a new price list.

5. Products are supplied to the Distributor on a sale basis i.e. the Distributor sends purchase order (P.O.) of particular products for the Supplier to deliver. And the supplier should deliver the products within the stated lead time.

6. Payment shall be made in US dollars. The bank change shall be at the Distributor’s expense.

7. In the event of any defect in quality or merchantability, the Distributor may make a claim with description of such defect. Any discrepancy on the shipped products should be put forward within sixty (60) days after the arrival of the products at the destination and the Distributor should present the Survey Report issued by the Surveyor agreed by the Seller.

8. The Supplier accepts no responsibility except for quality or quantity of products themselves.

9. All disputes arising from the execution of this agreement shall be settled through friendly consultations. In case no settlement, the case in dispute shall then be submitted to the third country’s arbitration commission that are agreed between the two parties for arbitration in accordance with its rules of procedure. The decision made by this commission shall be regarded as final and binding upon both parties. Arbitration fees shall be borne by the losing party, unless otherwise awarded.

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| **The Supplier:** Genasia Biotech Co.，Ltd  **Signature:** | **Distributor:**  **Signature:** |