

SALES AGREEMENT

销售协议

Between: Beijing Neo Science Co., LTD, whose registered office is situated at Bldg-5, No. 375, Jushancun, Sijiqing, Haidian, Beijing, P.R. China (hereinafter called the “Principal“ which expression where the context so requires shall include its successors)

甲方：北京北琪医疗有限公司，位于中国海淀区四季青巨山路375号，5号楼

(以下均称为“委托人”)

and: XXXXXX, whose registered office is situated at XXXXXXXX (hereinafter called the “Distributor“ which expression where the context so requires shall include its successors)

乙方：XXXXXXX (以下均称为“经销商”)。

Whereas

鉴于：

The Principal is engaged in the manufacturing, production and sale of products for functional neurosurgery, pain treatment. The Distributor shall be appointed to distribute radiofrequency lesion generator and RF consumables (hereinafter called as “products”)

委托人主要从事功能神经外科，疼痛治疗产品的生产，制造和销售。经销商被指定销售热凝器以及射频耗材 (以下称为“产品”)。

The Principal and the Distributor have agreed that the Distributor will be appointed in Service Agent of the Principal for the Products in the country where Distributor locates.

委托人和经销商同意经销商被指定为经销商所在国为委托人产品服务代理。

The parties convene and agree as follows:

双方同意下列事项：

1. Distributor

经销商

The distributor shall buy the Products directly from the Principal in its own name and his own account, and he shall then sell them to third parties having a registered office within country in its own name and on his own account. If Distributor will sell the products to the places which are outside the country, distributor shall indicate in the order confirmation list for the reference. If this is not indicated correctly, the distributor

shall take the responsibility of breaching the agreement.

经销商应当以自己的名义和账户直接从委托人购买产品，然后以自己的名义和账户应当将产品所在国有注册办事处的第三方。如果分销商将产品销售到其它国家，分销商应该在购买确认单中标明。如果未能标明，分销商将承担违约的风险。

2. Period

This Agreement shall become effective on signing. The Agreement shall run for a period of 12 (twelves) month.

期限

合同于 XXXX 生效，合同有效期为 XXXX 个月。

3. Prices

For the price and quantity of products, please see order confirmation.

产品价格和数量，请参考订单确认单。

4. Purchase and sale of Products/ Orders

产品的购买和销售

4.1 Any orders of the products by the distributor have to be placed via purchase order to the principal:

4.1 经销商购买任何产品需通过购买确认单下达给委托人。

4.2 Orders received by the principal will be subject to confirmation. The principal will – if acceptable- confirm the quantity, price and date of dispatch of the products in writing to the distributor.

4.2 委托人应当确认收到的订单。委托人需要-如果可以接受-以书面形式确认产品数量，价格和发货日期。

4.3 The principal shall invoice the distributor for the products/ goods and the distributor shall pay the price in advance payment to the bank account indicated below. The principal shall remain the lawful owner of the ordered and confirmed goods until the confirmed amount owed by the distributor to the Principal has been settled in full.

4.3 委托人应向经销商开具产品/货物的发票，分销商应预付款到下面银行账户。

在分销商对委托人的确认欠款全部结清之前，委托人仍是所订购和确认货物的合法所有人。

4.4 The principal shall dispatch the ordered products/goods from the Principal's factory at the distributors cost.

4.4 委托人应从委托人的工厂发出所订购的产品/货物，由经销商承担费用。

4.5 The risk of any damage, theft or any other incident and/or risk whatsoever regarding the ordered products/goods shall pass on to the distributor from the date and time of dispatch from the principal's aforementioned factory.

4.5 有关订购产品/货物的任何损坏、被盗或任何其他事件和/或风险，将从委托人的上述工厂发货的日期和时间起转移到经销商身上。

4.6 The distributor binds himself to arrange for his own insurance in respect of the damage, theft, transport, and/or any other risk whatsoever of the products/ goods despatched. The insurance shall cover 100% of the invoiced sales price of the products/goods. The distributor will not hold the Principal liable for any loss arising from any incident. The principal herewith also rejects such liability arising from such incidences.

4.6 经销商有义务为其发送的产品/货物的损坏、盗窃、运输和/或任何其他风险安排自己的保险。该保险应涵盖产品/货物的发票销售价格的 100%。经销商将不要求委托人对任何事件引起的损失负责。委托人在此也拒绝接受由此类指控引起的责任。

5. Principal's Obligations

委托商责任

The principal agrees with the distributor:

委托人和经销商就下列事项达成一致：

5.1 that the products supplied will be covered by a 12 (twelve) month warranty according to the principal's General Conditions which are available on request. For all the details of Warranty, please refer to 7 of this agreement.

5.1 根据委托人的一般情况，产品保修期为 12（十二）个月。对于保修期的相关细节，请参考协议的第 7（七）条。

5.2 to provide any necessary information to the product handling and stocking.

5.2 提供产品保存和使用的必须信息。

5.3 to install a system for the traceability of the products as far as products with charge and /or serial numbers are concerned and to notify in writing all applicable instructions

related to the products traceability and after-sales surveillance.

5.3 为产品追踪建立系统，包括产品价格及序列号，以书面形式通知所有与产品可追溯性和售后监督有关的适用指示。

6. Distributor's Obligations

6. 经销商义务

The distributor agrees with the principal that he in particular shall be obligated:

经销商同意下列事项：

6.1 to use its best endeavors to promote and effect the sale and service of the Products in the 6 countries by all usual means complying in all material respects with all applicable laws, rules, regulations, orders and decrees of all governmental authorities including any applicable laws in the 6 countries related to the packaging, labelling and storage of the Products as well as to act loyally to the principal in all matters within the scope of this agreement.

6.1 通过各种方法最大程度在该地区推广产品和服务，在所有重大方面遵守所有政府当局的所有适用法律、规则、条例、命令和法令，包括该地区与产品的包装、标签和储存有关的任何适用法律，并在本协议范围内的所有事项中忠于委托人。

6.2 not to make any promises or give representations, warranties or guarantees with references to the products, except such that are duly authorized by a director of the principal in writing.

6.2 不对产品作出任何承诺或给予陈述、保证或担保，除非是由委托人的主管以书面形式正式授权。

7. Warranty

7. 保修期

Principal is committed that the warranty period of the generator is 12 months from the date of installation, free maintenance for non-user fault within the warranty period. For more details, please refer to the *Manual User*.

委托人承诺，热凝器的保修期为自安装之日起 12（十二）个月，保修期内非用户故障，免费维修。更多详情，请参考《用户手册》。

8. Refunds and Replacement 退换货

8.1 ONLY in the event of products are deemed as defective, distributor can refund the

products. The distributor must present written report from clinical user to the Principal. Distributor could only refund the products within 2(two) months after the products arrive at the destination. The depreciation cost of the goods shall be considered on the premise of negotiation between principal and distributor. The delivery fee is on the distributor cost.

8.1 只有在产品有缺陷的情况下，经销商才可以退还产品。经销商必须向委托人提交临床用户的书面报告。经销商只能在产品到达目的地后的2（二）个月内进行退款。在双方协商的前提下，应当考虑货物的折旧费用。运费由经销商承担。

8.2 Exchange of products. Distributor shall change the products within 1 (one) month after the arrival of products at the destination. The differences of the price and the returning delivery fee shall be on the part of the distributor. The distributor shall submit the written report to the principal. The depreciation value of the product shall be considered under the premise of the negotiation between principal and distributor.

换货。经销商应在产品到达目的地的1（一）个月内换货。差价及运费由经销商承担。经销商应向委托人提交书面报告。应在双方协商下考虑产品的折旧价值。

Distributor
XXXX

Principal
XXXXX

Name (signed)

Name (signed)

Position

Position:

City:

City:

Date:

Date: