

Distributor Agreement

between

Dräger Safety AG & Co. KGaA
Revalstrasse 1
23560 Lübeck
Germany

- hereinafter called "Dräger" -

and

"Labromed Laborator" SRL
str. Cuza Voda 30/1
MD-2060 Chisinau
Moldova

- hereinafter called "Distributor" -

- both Dräger and Distributor together hereinafter called "the Parties" -

Preamble

Dräger is an internationally established manufacturer of medical and safety products, services and solutions.

Dräger has manufacturing sites in Germany, the United Kingdom (Draeger Safety UK Ltd.), Sweden (ACE Protection AB), Norway (GasSecure AS) and China (Draeger Safety Equipment (China) Co., Ltd.).

The Distributor is familiar with the market for products by Dräger and has an experienced and reliable sales and service organisation in Moldova (hereinafter called "Territory").

1. Definitions

- 1.1 "Product" or "Products" shall mean the products supplied by Dräger to the Distributor under this Agreement as described in **Appendix A**.
- 1.2 "Territory" shall mean Moldova
- 1.3 "Buyer" shall mean a person or entity buying or intending to buy Products from the Distributor or from Dräger in the Territory. Buying shall include similar business transactions such as renting, leasing, pay-per-use etc.
- 1.4 "Net Invoiced Price" shall mean the price for Products invoiced by Dräger (to Distributor or a Buyer)
 - deducting all discounts and commissions granted by Dräger to third parties; and
 - deducting the following charges and costs incurred by Dräger (if any): transport, packing, insurance, customs, installation and other service.

2. Scope of the Agreement

- 2.1 For the period of this Agreement Dräger hereby grants to Distributor the right to distribute the Products (**Appendix A**) to Buyers in the Territory.
- 2.2 This Agreement is a non-exclusive Agreement. However, Dräger plans to have one distributor for each market and will not appoint other distributors for Products in the Territory unless in Dräger's discretion Distributor is not performing its duties as described in this Agreement.

3. Purchase of Products

- 3.1 Distributor shall purchase the Products only from Dräger.
- 3.2 A single order for the purchase of Products by the Distributor with the acceptance by Dräger shall create a single purchase agreement (hereinafter "Single Order").


For all Single Orders, the General Terms and Conditions of Sale of the Dräger Group, valid at the time of receipt of the order, shall apply as modified by this Agreement.

The warranty period (except for consumable products) shall be extended to 14 months. In addition to the sales conditions of Dräger, the Arbitration Clause of Section 30 of this Agreement shall apply.


30.2 Notwithstanding Section 30.1 above, Dräger shall at its discretion be entitled to bring its claims against the Distributor before any court which is competent at the Distributor's seat instead.

Lübeck, 27.02.2019

Dräger Safety AG & Co. KGaA



Name: Claus Martin Baumann
Title: Legal Counsel





Name: THOMAS ENGLER
Title: CEO REGION EUROPE

Chisinau, 20.03.2019

"Labromed Laborator" SRL


Name: Enrica H. H. H. H.
Title: Director




Name: Cleopatra Nicolai
Title: Finance Director