



Maniago, May 23rd 2013

AGREEMENT

This Agreement is made in a good faith and honest understanding between MEDESY SRL- 9, via la Mola-Industrial Area - 33085 MANIAGO PN-ITALY to here in after called "The Principal" and

QS Dental Supply Sdn Bhd No.253, Jalan Bunga Pekan 42700 Banting, Selangor - MALAYSIA
Tel: +6010-232 9917

hereinafter called "The Agent"

Whereas it has been mutually agreed upon that

The Principal appoints The Agent as Official Distributor and after sale service for the Dental products in the entire territory of the West Malaysia

Promotion

1. The Agent will be purchasing dental and orthodontics instruments under our own brand "Medesy & Logo" and is obliged to carry on promotion of goods manufactured in Medesy on the market covered by this agreement.
2. The Agent undertakes the commitment to present Medesy during all the exhibitions and congresses of the dental field in the West Malaysia area to which he is going to participate: hence he commits himself to present and promote Medesy instruments in the respect and following the prestige of the brand.
3. The principal will provide necessary literatures, catalogue, samples, against payment, to the Agent from time to time as needed.
4. The Principal shall inform the Agent of new products to be launched in production and also inform him in advance of plans to withdraw eventual products from manufacturing line.
5. The Agent will undertake to protect the interest of their Principal and keep fully informed about the trade activities of the market.
6. The Agent will not create any misunderstanding in respect of the prestige and the reputation of their Principal nor their pledge in their credit any amount.
7. The Agent commits himself to monitor and control actively the market so that no forged instrument that illegally use the brand Medesy would enter the market. In the case of such illegal episodes are taking place, the Agent undertakes the commitment to use all the means at his disposal, even by legal actions, to protect and defend the good name and the prestige of Medesy.

Confidentiality

1. The Agent agrees to treat all prices plans, and records received from the Principal as strictly confidential.

General

1. This agreement becomes affective from the date of signing and will be "one year rolling contract", and renewable only in writing.
2. The agent will not contact any other party to obtain /purchase dental instruments manufactured by Medesy other than the Principal in Maniago - Italy.
3. Each side can withdraw from the agreement in any time because of:
 - a. Not fulfilment of substantial obligations of one side;
 - b. Activities contradictory to the rules settled in the agreement;
 - c. Delayed payments.In such case the second party has to be notified 30 days prior to the cancellation term, by registered mail.
4. This agreement was made out according to the Italian Law and the Italian Law will be exclusively applied in assessing this Agreement and consequences resulting there from.
5. Any disputes or discrepancies which may arise from this Agreement will be settled friendly through negotiations or alternatively by the Court of Arbitration in Italy.
6. Any alteration and / or amendments to this agreement must be made in writing and signed by both parties.

This Agreement has been signed up on May 23rd, 2013

SIGNED BY THE PRINCIPAL - MEDESY s.r.l.


MEDESY S.r.l.
MANIAGO (Italy)

SIGNED BY THE AGENT -


QS DENTAL SUPPLY SDN BHD
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Quality Supplies.
Quality Services.