



## Sales/Distribution Agreement Licensed Dealer

SCHMIDT Technology GmbH, Feldberstrasse 1, 78112 St. Georgen/Gemany  
(represented by Rolf Bürssner)

and

**Airlitec Sarl; 88, rue Jean Jaures; 80470 Dreuil Les Amiens (France)**  
(represented by Regis Houllier)

hereinafter referred to as „Licensed Dealer“ hereby agree, with effect from **01.11.2009** until **31.12.2013**, a cooperation in sales/distribution of the following **SCHMIDT®** product lines and systems:

- SCHMIDT® Flow Sensors

This agreement applies to the following areas/countries:

### **France**

The sales prices of SCHMIDT Technology to the Licensed Dealer are determined by the current **Licensed Dealer Price List** on which the Licensed Dealer obtains a resale discount which is fixed in the current version of **discount regulation (example is given see Annex 1)**. Price list and discount regulation will be re-established from time to time by SCHMIDT Technology with minimum 3 months prior notice. The Licensed Dealer is allowed to stipulate its own prices, and will inform SCHMIDT Technology accordingly.

The Licensed Dealer is neither recommended to reduce the prices mentioned in the price list, nor to supply to other areas outside those referred to in this agreement.

During the term of this contract Schmidt Technology shall not appoint other Dealers/Agents in the contract area and not sell its products in the contract area any otherwise than through the Licenced Dealer.

Under exceptional circumstances SCHMIDT Technology may supply after prior information with the Licenced Dealer directly to a customer in the contract area. In such case financial compensation must be agreed in written form by both parties for each customer before any proceeding.

The Licensed Dealer warrants not to include other insertion type thermal mass flowmeters for gases from competitors in its sales/distribution program except after prior consultation with SCHMIDT Technology.

SCHMIDT Technology will provide the Licensed Dealer with all essential documentary material and will, if necessary, carry out training at the manufacturer's site or in

RH  
RB.



the dealer's country. Advertising material in national language will be generated by SCHMIDT Technology, if desired.

Support by SCHMIDT Technology for advertising material and exhibition participation will only be possible after prior written agreement.

Furthermore, sales meetings will be held with the Licensed Dealer on SCHMIDT Technology's site or at the Licensed Dealer's locality.

The Licensed Dealer is committed to engage in all necessary activities such as contacts and visits to customers, market surveys and advertising. The Licensed Dealer will inform SCHMIDT Technology about the results from time to time.

If written notice is not given at least 6 months before the end of the contract by one of the contracting parties the agreement will be continued for another 3 years.

The contract may be terminated for significant reasons by either party with due observance of a period of notice of 6 months. Significant reasons are either violation of competition clause or violation of exclusivity clause.

This agreement is subject to German Law, Court of Jurisdiction is Villingen-Schwenningen/Germany, as agreed.

Dreuil Les Amiens, 02.10.2009

St. Georgen/Germany, 02.10.2009

A handwritten signature in black ink, appearing to read "Houllier", written over a horizontal dotted line.

Regis Houllier  
Signature of Licensed Dealer

A handwritten signature in black ink, appearing to read "R. Bürssner", written over a horizontal dotted line.

Rolf Bürssner  
Division Manager Marketing and Sales

## **Annex 1** **Discount Regulation**

**for Licensed Dealer**

**Airlitec Sarl; 88, rue Jean Jaures; 80470 Dreuil Les Amiens (France)**

This discount regulation is valid for the following price lists:

**Pricelist – SCHMIDT® Flow Sensors and Accessories**  
**RH – Repairs and Spare Parts**

<b>Price List</b>	<b>Basis Discount</b>
<b>Pricelist Flow Sensors</b> Standard Products	30%
<b>Pricelist Flow Sensors</b> Discount Group A	15%
<b>RH</b> Repairs, Spare Parts	10%

The total discount results from the above basis discount figures plus the quantity discount mentioned in the actual quantity discount list.

Terms of delivery:

**Ex works St. Georgen**


Terms of payment:

**30 days net**

This discount regulation is valid for orders dated from 01. October 2009. All previous discount regulations are becoming invalid from this date on.

St. Georgen/Germany, 02.10.2009

SCHMIDT Technology GmbH

  
.....

Rolf Bürssner  
Division Manager Marketing and Sales

RH

Nur für den internen Gebrauch!  
Only for internal use!



## Stückzahlenabhängige Rabatte Strömungssensoren Quantity Discount Flow Sensors

Gültig ab / valid from: 01.07.2009

	gültig für / valid for	5 ... 9 St. / pcs.	10 ... 49 St. / pcs.	> 50 St. / pcs.
Standard Mengenrabatt Standard Quantity Discount	SS 20.260			
	SS 20.400			
	SS 20.415			
	SS 23.400	8%	12%	15%
	SS 20.500 *			
	SS 20.515			
	SS 20.516			
Erhöhter Mengenrabatt Increased Quantity Discount	SS 20.60			
	SS 20.650			
	SS 25.60			
	SS 20.015	10%	18%	25%
Reduzierter Mengenrabatt Reduced Quantity Discount	SS 20.016			
	SS 20.200			
	SS 20.201			
	SS 30.300	5%	Auf Anfrage / on request	
Mengenrabatt Zubehör Quantity Discount Accessories	SS 30.301			
	SS 30.302			
	SS 30.303	5%	8%	10%
	Zubehör mit Markierung "A" und Kalibrierprotokolle Accessories marked with "A" and calibration protocols			

\* inkl. Optionen / incl. Options

VS, 09.06.09