

1043

21/11/06

מכירת '37'B 700 21.11.06

DISTRIBUTION AGREEMENT

Between

Thermo

Thermo Environmental Instruments Inc., a corporation incorporated under the laws of the State of California, having its offices at 27 Forge Parkway, Franklin, MA 02038 ('Thermo')

and

INPC, a company having its offices in 5 Druyanov St. Tel Aviv 63143, Israel ('Distributor')

whereas Thermo is engaged in the business of developing, manufacturing, selling, and servicing instruments for analytical measurement, detection, analysis monitoring, and process control, peripherals and accessories and components thereto.

Thermo is interested in having the Distributor act as Thermo's Distributor in the Territory as defined below and the Distributor is interested in making Thermo a supplier of the agreed Products,

now it is hereby agreed as follows:

1. Definitions

In this Agreement,

- 1.1 'Products' means the product lines or products, as specified in Annex A.
- 1.2 'Territory' means Israel.
- 1.3 'Corporate Design Concept' means all the guidelines developed by Thermo that contain information concerning the way to communicate visually, as circulated by Thermo from time to time.
- 1.4 'Third Party' means any party other than Thermo, the Distributor and their affiliated companies.
- 1.5 'Documentation' includes user manuals, installation prescriptions and warnings relating to the Products, but excludes the Service Documentation in Section 7.7.
- 1.6 'Starting Date' of this Distribution Agreement is July 2, 2006.
- 1.7 'Currency' means the currency in which all payments under this Agreement have to be made is, unless agreed otherwise in writing between the parties, USD.
- 1.8 'Allocated Customer Group' means the customer groups which Thermo has from time to time exclusively reserved to a buyer other than the Distributor, details of which Thermo notifies to the Distributor from time to time.
- 1.9 'Allocated Territory' means those territories which Thermo has from time to time exclusively reserved to a buyer other than the Distributor details of which Thermo notifies to the

Distributor from time to time.

- 1.10 'Reserved Customer Group' means the customer groups which Thermo from time to time exclusively reserves to itself, which shall be deemed to be all customer groups other than the Allocated Customer Group.
- 1.11 'Reserved Territory' means the territories from time to time exclusively reserved to Thermo which shall be deemed to be all territories other than the Territory and the Allocated Territories.

Appointment and Acceptance

Thermo hereby appoints the Distributor as distributor for the Territory in respect of the Products as from the starting date until the termination of this Agreement and the Distributor accepts this appointment.

Status of the Distributor

The Distributor shall buy directly from Thermo and sell in his own name and for his own risk and account. The Distributor shall act independently in dealing with Thermo, the customers and the dealers. In no case shall the Distributor have any authority whatsoever to bind Thermo in any way and both parties agree that no relationship of agency between Thermo and the Distributor is intended or implied by this Agreement.

4.1

Exclusive distributor

- (a) Distributor shall act as sole and exclusive Distributor for the Products, with the exception of the Industrial Hygiene Products as defined in Annex A in the territory of Israel (hereinafter referred to as the 'Territory') and accordingly Thermo shall;
- (i) not appoint another distributor for the resale of the Products in the Territory
 - (ii) not directly or indirectly make the Products available for sale or distribute itself to customers in the Territory
 - (iii) redirect to the Distributor all orders and enquiries as it receives concerning the Products from customers located in the Territory or for Products to be delivered into the Territory.

4.2 Promotion Outside Territory in General. The Distributor shall not actively promote the sale of the Products outside the Territory provided that nothing in this Agreement shall prevent the Distributor from making or promoting sales over the internet provided that in so doing the Distributor shall not adopt methods or practices whose main purpose or effect is to promote sales outside the Territory. The parties agree that the following practices (which are not an exhaustive listing) shall be deemed to be in breach of this obligation:

- (i) The use of a language (other than the English language) not used in the Territory; or
- (ii) The use or acceptance of any currency other than the legal tender of the Territory.

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אנדרס '37/06 2006 חל.6

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- (i) The use of a language (other than the English language) not used in the Territory; or
- (ii) The use or acceptance of any currency other than the legal tender of the Territory.

The Distributor covenants that all of its activities under or pursuant to this Agreement shall comply with all applicable laws, rules and regulations. In particular, but without limitation, Distributor shall be responsible for obtaining all licenses, permits and approvals which are necessary or advisable for sales of the Products in the Territory and for the performance of its duties hereunder.

21. **Modification of Agreement**

This Agreement may be modified or amended only by an instrument in writing executed by both parties. No oral arrangements shall be binding upon either of the parties.

22. **Applicable Law / Venue**

22.1 **Applicable Law.**

This Agreement shall be subject to Massachusetts law with the exception of the Vienna Convention on the International Sale of Goods and the rules on conflict of laws. In the event of any legal proceeding between the Thermo and Distributor relating to this Agreement, neither party may claim the right to a trial by jury, and both parties waive any right they may have under applicable law or otherwise to a right to a trial by jury. Any action arising under this Agreement must be brought within two years from the date that the cause of action arose.

22.2 **Venue.**

Exclusive venue shall be Boston, Massachusetts.

[Place], [Date] 1/5/06

[Place], [Date]

INTERNATIONAL PROCESS
CONTROLS LTD.

Thermo Environmental Instruments Inc.

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By: Zeev Rabinowitz

By: _____

Printed Name: Zeev Rabinowitz

Printed Name: Syed Jafry

Title: Manager

Title: General Manager