

## HEIZER GAS SRL

Sede amministrativa e operativa: Viale Forlanini, 72 – 20024 – Garbagnate Milanese (MI) – Italia  
Tel +39 02 99026426 – Fax +39 02 99025602 – Email [heizer@heizer.it](mailto:heizer@heizer.it) – [www.heizer.it](http://www.heizer.it)  
Reg. Impr. di Milano, Cod. Fisc. e P. IVA n° 08456530966 – R.E.A. MI – 2027632  
Sede legale: Corso di Porta Vittoria, 47 – 20122 Milano (MI)

# heizer



ZANI Idrogas

### SECTION 8. – VALIDITY AND CANCELLATION

This agreement is valid from 1<sup>st</sup> February 2019 to 31<sup>st</sup> December 2019 and will be renewed automatically for 1 (one) more year at the expiring date if none of the parts asks for cancellation.  
Cancellation shall be notified by email with at least 1 month forewarning before expiring date.

### SECTION 9. - SALES PREMIUM

The MANUFACTURER will grant to the DISTRIBUTOR the following premiums:

- E PE and E PEX SERIES: a retrospective discount of 3% at the total purchase of 100 units  
or a retrospective discount of 4% at the total purchase of 200 units

Accessories and spares parts do not contribute in reaching the sales premium.

Garbagnate Milanese, 1<sup>st</sup> February 2019

Aktau City, 1<sup>st</sup> February 2019

For HEIZER GAS SRL

Roberto Piccini

**HEIZER GAS**  
S.r.l.

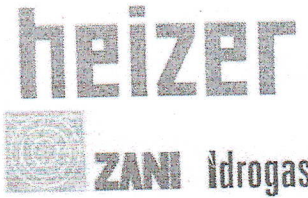
Viale E. Forlanini, 72  
20024 Garbagnate M.se (MI)  
Tel. 02.99026426 Fax 02.99025602  
Partita I.V.A. 08456530966

For TASCOM SUPPLY & SERVICE LLP



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### EXCLUSIVE TRADE AND SALES AGREEMENT

between

HEIZER GAS SRL  
Via Forlanini 72  
20024 Garbagnate Milanese  
ITALY

from now on  
MANUFACTURER

and

TasCom Supply & Services" LLP  
Republic of Kazakhstan, Aktau city,  
Botanical Garden Resident  
micro 10, bl.# 2 office #21

from now on  
DISTRIBUTOR

### SECTION 1. - OBJECT

With this agreement the MANUFACTURER entrusts the DISTRIBUTOR with exclusive distribution of the HEIZER branded products described in sec. 2, granting for them sole supply for the countries/regions of sec.3. The DISTRIBUTOR commits himself not to produce or to sell similar products to those of the MANUFACTURER or which could in any way enter into competition with them directly or indirectly through other persons or companies, without prior written authorisation from HEIZER GAS S.r.l.

### SECTION 2. - PRODUCTS

Electric storage commercial water heaters:

- Series E PE
- Series E PEX
- Spare parts for the above

### SECTION 3. - TERRITORY

The DISTRIBUTOR will deal on exclusive basis in following regions/countries:

**REPUBLIC OF KAZAKHSTAN**

Any modification to the above shall be decided after mutual agreement of the parties.  
The DISTRIBUTOR engages himself to promote sales of the products from sec. 2 in all regions of his competence. He has the authority to appoint agents, salesmen and service centers in the most suitable locations for his business.

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The DISTRIBUTOR will inform the MANUFACTURER on price and quantities of the competitors together with market trends and requests on his territory.

### SECTION 4. – AFTER SALES SERVICE

The DISTRIBUTOR commits himself to assist on his territory the products of sec. 2 to his best knowledge, under his own responsibility and charges, making any effort to protect the MANUFACTURER'S prestige and good reputation. Therefore he will organize an after sales service adequate to sales volumes and carry a stock of original spare parts.

### SECTION 5. – GUARANTEE

All products mentioned in sec.2 have 1 year + 3 months (for stocking time) guarantee from production date. Electric and electronic components (immersion heaters, thermostats) are not covered by guarantee. Nevertheless, if they show to be defective immediately after first installation of the unit, they will be replaced. The MANUFACTURER commits himself to replace at no charge all appliances and materials with manufacturing faults subject to examination to his technical staff in the production plant. Defective units, if requested, shall be returned to the MANUFACTURER free of any charge. Guarantee is valid provided that installation, use and service are effected in accordance to the suggestions of the operation manual.

### SECTION 6. – PRICES, TERMS AND CONDITIONS

#### A – PRICES

The MANUFACTURER will issue invoices to the DISTRIBUTOR in accordance with the net prices list in force. Changes or updating of the price list will be notified from the MANUFACTURER with a forewarning of at least 30 days.

#### B – DELIVERY TERMS

All deliveries will be effected on ex-works basis.

#### C – PAYMENT TERMS

All payments shall be effected in advance.

### SECTION 7. – DOCUMENTATION AND DISCRETION

The MANUFACTURER will give the DISTRIBUTOR all his technical documentation in Italian or English in digital format, and will promptly inform about new products and modifications or improvements on existing products. The DISTRIBUTOR is authorized to arrange, at his own expenses, translations, copies and/or reprinting of the MANUFACTURER'S documentation in the most suitable language for his business.

The DISTRIBUTOR will not reveal, also after discontinuance of this agreement, any of the peculiarities or technologies the MANUFACTURER uses in building his appliances, neither to competitors nor to clients.

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