# Distribution Agreement

# I

# Parties

 **Czech Technical University in Prague, Faculty of Civil Engineering**

Represented by: prof. Ing. Jiří Máca, dean

With its registered office at: Thákurova 2077/7, 160 00 Praha 6, Czechia

Identification No. (IČ): 68407700

Tax Identification No. (DIČ): CZ68407700

Person authorized to act in technical matters: XXXXXXXXXXXXXXXX

A public university pursuant to Act No. 111/1998 Coll., as amended

(hereinafter the “***Owner***” or the “***Supplier***”) on the one side

and

**TIPTOP CHINA LIMITED**

Represented by: DU JING HUA

With registered office in Hong Kong, and head office at: Rm. 802, 127 Guotong Rd., Yangpu District, Shanghai, 200433 China

Identification No.: 1062194

Tax Identification No.: 36987800

Person authorized to act in technical matters: XXXXXXXXXXXXXX

(hereinafter the “***Distributor***”) on the other side

(or together as “***Parties***”)

# II

# Subject of the Agreement and Territory

1. The Supplier, who is owner of exclusive rights to negotiate, execute, and administer Licence Agreements, and who is officially responsible for commercialization of the device known as „Uniaxial Shear Tester“ (hereinafter the “***Device***”), grants to the Distributor the right to promote and sell the Device within the territory known as the People’s Republic of China, including Main land of China, Hong Kong, Macau, and Taiwan (hereinafter the “***Territory***”) during the period of this agreement, subject to the following provisions.
2. The Device is the object of patents (hereinafter the “***Industrial Rights***”):
* CZ306155 (B6), filed with the Industrial Property Office of the Czech Republic on 09.07.2015, published on 24.08.2016, and granted on 13.07.2016;
* WO2017005229 (A1) published on 12.01.2017, patent pending;
* CA2989673 (A1), published on 12.01.2017, patent pending;
* AU2016289265 (A1) published on 21.12.2017, patent pending;
* CN107850517 (A), published on 05.01.2018, patent pending;
* EP3329245 (A1), published on 06.06.2018, patent pending;
* US2018202911 (A1), published on 19.07.2018, patent pending.
1. The specification of the Device forms Annex 1 of this agreement.

# III

# Obligations of the Distributor

1. The Distributor shall purchase and sell under its own name and on its own account the Device provided by the Supplier within the Territory. The Distributor shall not act under the name or on the account of the Supplier without the latter’s previous authorization in writing to the end.

# IV

# Exclusivity

1. For the duration of this agreement, the Supplier grants the Distributor the exclusive right to sell the Device within the Territory. For the avoidance of doubt, the Supplier shall not appoint any other party as its Distributor for the sale of the Device in the Territory for the period of this agreement.

# V

# Sales Outside the Territory

1. In the case of selling or distributing the Device outside the Territory, directly or indirectly, including through any agents, the exclusivity as stated in section IV does not apply. The Supplier can appoint any other party as its Distributor for the sale of the Device outside the Territory without any restrictions.

# VI

# Purchase Orders and Supply of the Device

1. For the duration of this agreement, the Distributor shall place a firm written order with the Supplier for the quantity of the Devices to be purchased. The Supplier confirms the purchase order by sending an invoice.

#  VII

# Device Pricing and Payment

1. In accordance with the terms and conditions hereof, the Supplier agrees to sell to the Distributor, and the Distributor agrees to bay from the Supplier, the Device for the price 1,200 USD, VAT exclusive; VAT shall be charged in the amount determined pursuant to legal regulations applicable as of the date of taxable supply.
2. Payment in full for all Device shipments shall be made by the Distributor to the Owner in USD within thirty (30) days from the invoice date. Only after the invoice is paid, the Device is shipped.

# VIII

# Intellectual Property Rights

1. The Supplier grants to the Distributor the exclusive rights in the Territory in relation to the promotion, marketing and sale of the Device. The Supplier can grant licence to subject of the Agreement outside the Territory without any restrictions.
2. The Parties agree that the Distributor is not entitled to grant a sublicense to the subject of the Agreement to third parties.
3. The Distributor is not entitled to assign the License or its part to third parties.
4. In all cases where it is reasonably required, the Distributor is obliged to inform the public that the Device has been developed in cooperation with the Owner and using the Owner’s technology and know-how.
5. The Distributor undertakes not to do anything (or waive any act or omit any act or allow any other person to do so) that would or could damage or weaken the good name and reputation of the Supplier. The Distributor agrees to inform the Owner of any facts that could affect the aforesaid.

# IX

# Final Provisions

1. This agreement as well as the rights and obligations hereunder shall be governed by Czech law with the exclusion of the conflict of laws provisions, especially by Act No. 89/2012 Coll., the Civil Code, as amended.
2. The covenants contained in this Agreement shall be mutually separable. Should any part of any undertaking or obligation arising from this Agreement be or become invalid or unenforceable, such invalidity or unenforceability shall be without prejudice to the validity and enforceability of the remaining undertakings or obligations arising from this Agreement and the parties undertake to replace such invalid or unenforceable part of such undertaking or obligation by a new valid and enforceable part of the undertaking or obligation the subject of which shall be as close as possible to the subject of the original undertaking or obligation. Where this Agreement does not contain a covenant that would otherwise be justified to specify the rights and obligations, the parties shall exercise their best efforts so that such covenant is added to this Agreement.
3. The parties may only change or supplement this Agreement in the form of written amendments numbered upwards from zero, which shall be expressly declared as amendments to this Agreement and signed by the authorized persons of both parties.
4. The Distributor shall not be entitled to assign its rights and obligations arising from this Agreement to any third parties without the Supplier’s consent.
5. For the avoidance of doubt, the Parties state that the Supplier is not liable for any loss caused to third parties by the Device, and that the Supplier is obliged to comply with all regulations protecting third-party intellectual property rights.
6. This Agreement shall take effect on the date of publication hereof in the Register of Agreements pursuant to Act No. 340/2015, Coll., on the Register of Agreements (hereinafter the “Agreement Register Act”).
7. The parties agree that this Agreement is published in the Register of Agreements pursuant to the Agreement Register Act; such publication shall be procured by the Purchaser. Should either of the parties consider certain information stated in this Agreement as personal data or trade secret or data that may not be published by law, such party must expressly designate such information during the negotiating procedure.
8. This Agreement enters into force and effect as of the date of its signing by all Parties.
9. This Agreement is made in four counterparts with the character of an original signed by the authorized persons of both parties, two for each party.
10. The following annex shall constitute an integral part of this Agreement:
* **Annex 1 – Specification of the Device**

In Prague on .... In Shanghai on ....

On behalf of the Supplier: On behalf of the Distributor:

………………..………………… ...................................................

# Annex 1: Specification of the Device

The Device for measuring shear properties of asphalt mixtures contains a machine for testing the material strength, especially for tests of tensile, compression, flexural and shear strengths, which is equipped with an operational frame, fixing elements and driving mechanism. The Device is suitable in particular for determining the roadways asphalt mixtures resistance to the occurrence of permanent deformations in the form of ruts.



Fig. 1: The Device in cross-section Fig. 2: the cross-section of another possible embodiment



Fig. 3 view of section of one possible embodiments of the device

Example embodiment of the device for measuring shear properties of asphalt mixtures consists of a steel socket 9 equipped at its bottom with an inner flange 1 to accommodate the testing specimen 4 with a central open hole in it, and a steel insert 2 that can be inserted into an open hole through the testing specimen 4. The steel insert 2 is equipped with a rim 7 and a clamp 3 for fixing into the testing device. The size of the clearance between the inner flange 1 and the rim 7 can be adjusted from 5 to 60 mm. To the steel insert 2 are connected the measuring probes 5. Below the rim 7 of the steel insert 2 a flexible material 8 is inserted. The device is located in the temperature-controlled chamber.

In another embodiment the steel socket 9 is formed by two parts, between which is located a tension meter measuring the pressure the material applies to the steel socket 9.

The asphalt testing specimen 4, cylindrically shaped with an open hole, is inserted into the steel socket 9 and placed onto its inner flange 1. Inside the testing specimen 4 is inserted the steel insert 2, on which is placed the distribution ball of the clamp 3 of the testing device. To the steel insert 2 are connected the measuring probes 5. Testing procedure consists in applying controlled load or displacement in direction 6 to the steel insert 2.

Another alternative device for measuring shear properties of asphalt mixtures contains the steel socket 9 equipped at its bottom and the top edge with an inner flange 1 for fixing the testing specimen 4 with the central open hole in it, and the steel insert 2, which can be inserted into the open hole of the testing specimen 4. Steel insert 2 is equipped from both sides with the rim 7 and the place for fixing the loading device. Clearance between the inner flange 1 and the rim 7 can be adjusted from 5 to 60 mm. To the steel insert 2 are connected the measuring probes 5. The device is located in the temperature-controlled chamber.

The asphalt testing specimen 4, cylindrically shaped with an open hole, is inserted into the steel socket 9 and placed onto its inner flange 1. Inside the testing specimen 4 is inserted the steel insert 2. The steel insert 2 is attached to the testing specimen 4 also from the other side than the side it was inserted. Testing specimen 4 is further fixed in the steel socket 9 from the side the steel insert 2 is inserted. Next, the loading device is fixed to the steel insert 2. To the steel insert 2 are connected the measuring probes 5. Testing procedure consists in applying controlled load or displacement in direction 6 to the steel insert 2.

Then the steel insert 2 is fixed to the inner open hole of the testing specimen 4. The steel insert 2 consists of three parts. The first, upper part is formed by a shank equipped with threads in its part, and a head. This part is placed together with the upper washer to the inner open hole of the testing specimen 4. The lower part is formed by the washer and nut. The washer is put on the shank from below and the washer is tightened to the testing specimen 4. In fact, this design uses fixing the testing specimen 4 with the bolt with two washers. In the head of the insert (bolt) there is a hole with threads to allow fixing of the loading rod of the testing device.

Common dimensions of the testing specimen 4 are: diameter 150 to 100 mm, height of the specimen 40 to 100 mm, often corresponding to the pavement layer thickness. Steel parts of the device are made of steel with wall thickness 10 to 15 mm. Load application consists in application of cycles of loading and unloading, so-called cyclical test of strain with unloading, or in application of usually sinusoid waves of load to the testing specimen 4 with frequencies selected from the range 0.1 to 50 Hz. With this kind of loading the response of material is measured. In case of load by strain, tension is measured. In case of load by tension, strain is measured. Results can be evaluated using principles of elasticity, viscoelasticity or possibly viscoelastoplasticity. Measured results include: shear modulus of elasticity, reversible and irreversible function of compliance in shear, number of cycles needed to reach certain level of permanent strain, parameters of rheological models and parameters of models for use in calculation software applications.