CONTRACT № [redacted]

[redacted] [redacted]

The company [redacted] hereinafter referred to as the "Customer", represented by director [redacted], acting on the basis of articles of association, on the one part, and the company [redacted], indicated in legal entity registration certificate under the No. [redacted] and name [redacted] hereinafter referred to as the "Contractor", represented by director [redacted], acting on the basis of articles of association, on the other part, collectively referred to as the "Parties", have concluded this Contract as follows:

1. SUBJECT MATTER OF THE CONTRACT

1.1. In accordance with the terms hereof, the Contractor shall deliver, and the Customer shall accept and pay for «the goods», assortment, quantity, price of goods must be stated in Specifications, which are the integral parts of the present Contract.
1.2. The prices for the GOODS are established in RMB on conditions set forth in the appendixes (Invoice) hereto.
1.3. Requirements to the quality, packing, marking, completing units of the Goods shall be determined by the Parties in Proforma invoice. The Customer shall be entitled to make alterations in requirements to the quality, packing, marking, completing units unilaterally, subject to written notification of the Contractor 3 days before the effective date of such alterations.
1.4. The Goods shall be delivered together with the documents listed in Clause 6.1. hereof, which collectively constitute the subject matter hereof.

2. PRICE AND TOTAL VALUE OF THE CONTRACT

2.1. The total value hereof shall make up [redacted] RMB yuan. Unit price and quantity of the Goods to be delivered shall be established by the Parties in the Customer's orders and pro forma invoices. The Contract's currency is RMB yuan.
2.2. Price for the Goods shall be established on FOB Ningbo (Incoterms 2010) and include all payments according to the delivery basis approved by the Parties, including: packaging, marking, loading, delivery of the Goods to the shipping port and customs clearance of the Goods for export.

3. PAYMENT CONDITIONS

3.1. The Customer shall pay for the Goods in accordance with the Proforma Invoice for each batch of Goods. By an agreement of the parties, the Buyer is granted a deferral of 90 days from the date of submission of a copy of the bill of lading for the payment of the remainder of the cost for the delivered consignment.

3.2. Bank expenses that are directly related to payment for the Goods in the Customer's bank shall be borne by the Customer, in the Contractor's bank – by the Contractor. Date of payment shall be the date of debiting the Customer's account. Expenses related to change of the Parties' bank details, other expenses both in the Customer's bank and in the Contractor's bank shall be borne by the Party-initiator of the actions that caused bank expenses.
3.3. The Customer shall be not entitled to pay for the Goods, without charge/application to the Customer of any penalty or other sanctions, in the following cases:
- non-submission by the Contractor (full/partial) of the documents specified in paragraph 6.1 hereof - till the date of submission of the specified documents in proper quality and quantity and compensation by the Contractor of expenses/losses of the Customer caused by untimely submission of the required documents;
- availability of claims about quality, quantity or completion of the Goods delivered - till the moment of satisfaction by the Contractor of the Customer's claim;
- availability of other claims against the Contractor, including reimbursement of losses/expenses - till the moment of satisfaction by the Contractor of the Customer's claim.
3.4. The Customer shall be entitled unilaterally to reduce the debt to the Contractor by a size of calculated fines, penalties, claimed losses, expenses, cost of the short-delivered Goods, cost of the defective Goods, other amounts. Reduction of the debt shall be performed by the Customer by sending to the Contractor's address of the relevant notice. The notice shall be sent by any available means of communication: the Contractor's e-mail, courier service, mailing, facsimile, etc.

4. CONDITIONS OF MANUFACTURE AND DELIVERY OF THE GOODS

4.1. The Goods shall be delivered in separate batches. 1 batch = bill of lading group.
4.2. The size of each batch of the Goods shall be determined by the Parties in the Proforma invoice for each batch of the Goods. Acceptance of the Customer's order for execution by the Contractor shall be confirmed by issue of a pro form invoice by the Contractor.
4.3. The Contractor is obliged to provide the buyer with an approximate plan for the delivery of goods for the next 30 days (monthly) for all orders of the Buyer. No later than 10 days before commencement of shipment (delivery) of the batch of the Goods, the Contractor shall send a request for confirmation of the previously agreed size of the batch and delivery term to the Customer. The Contractor shall begin shipment (delivery) of the batch of the Goods only upon receipt of the Customer's confirmation. Information shall be exchanged by available means of communication e-mail and messenger WeChat.
4.4. After receiving the Customer's confirmation in response to the request for confirmation of the previously agreed size of the batch and delivery term, the Contractor shall send a pro forma invoice to the Customer within 2 business days.

4.5 The Goods mentioned in clause 4.2 shall be delivered in term agreed by the Parties. The date of actual delivery (shipment) of the Goods shall be the date when the Goods pass the ship's rail in the port of loading. The title shall pass from the Contractor to the Customer at the moment of Goods delivery.
4.6. The Contractor shall notify the Customer of:
- readiness of the batch of the Goods for shipment (delivery) on the board of the ship (other carrier) 7 days before shipment (delivery) of the Goods on the board of the ship (other carrier);
- shipment (delivery) of the Goods on the board of the ship (other carrier) within three days after shipment (delivery), concurrently providing a scanned copy of the sea and combined transport bill of lading.
The Contractor shall send the said notices to the Customer by facsimile or by e-mail, specifying the persons on the part of the Contractor in charge of loading and delivery of the Goods.
4.7. The Contractor shall ensure container stuffing, sealing, customs clearance, and fulfill other obligations provided by the chosen delivery basis in time, excluding any losses of the Customer related, among other things, to delay of containers, demurrages, expenses of the shipping line.
4.8. Requirements to the container loading are as follows: The Contractor is obliged to provide photo of loading container according to the requirement of the Customer. The Contractor is obliged to accept on the territory and provide a suitable place for the goods (such as lighting, access to the entire consignment of goods prepared for shipment) for the inspector from the Buyer's side to check the quality of the consignment.
4.9 The Contractor shall assume all organizational matters and expenses related to purchase of the necessary permits for export of the Goods hereunder.

5. QUALITY OF THE GOODS, GUARANTEES
5.1. Quality of the Goods is in full conformity with the Contract conditions, characteristics agreed by the Parties and specified in Proforma invoice, as well as standards and regulations of the Republic of Kazakhstan applicable to such goods and shall be confirmed by the quality documents (applicable to this type of goods in the Contractor's country) on the Goods, which shall be provided by the Contractor.
5.2. The Goods shall be delivered in the assembled packaged condition and comply.
In case of violation of this clause, the Goods shall be deemed of low-quality, and the Customer shall be entitled to demand a penalty from the Contractor in the amount of 100% of the cost of the low-quality Goods, refund of the prepayment made for this order within 10 calendar days, as well as recovery of its expenses for delivery of the Goods, customs clearance, and other expenses (including delivery, customs fees) within a period not exceeding 10 calendar days.
The Contractor shall remove the defective Goods by its own forces and at its own expense within a period not exceeding 15 calendar days.
5.3. The Contractor shall provide a warranty period for the Goods equal to one year after putting the Goods into operation. The date of putting into operation shall be deemed the date when the Customer resells the Goods to any third party, unless otherwise resulting from the circumstances.

6. DOCUMENT MANAGEMENT
6.1. By agreement of the Parties reached upon signing hereof, the Contractor shall provide the Customer with the following documents for each batch of the Goods:
- this Contract (original);
- invoice;
- specification;
- packing list.

7. ACCEPTANCE OF THE GOODS. CLAIMS
7.1. The acceptance of the Goods shall be performed by the Customer on the Customer's warehouse. Claims may be presented by the Customer in the manner stipulated hereby, within the following terms:
- on quality of the Goods within a guarantee period of the Goods, but not later than 30 calendar days after its expiry, on condition that defects were revealed during the guarantee period of the Goods;
- on quantity, range of the Goods - within 10 calendar days from the date of receipt of the Goods in the Customer's warehouse;
- on marking/packaging of the Goods - the guarantee period of the Goods;
- other claims directly or indirectly related hereto - within limitation period.
7.2. Upon revealing of the defective Goods (including, but not limited to on quality, quantity, range, packaging, marking, etc.), the Customer shall draw up an act with participation of an independent expert organization. Calling for the Contractor to participate in drawing up of the act is not required. The act drawn up by the Customer with participation of an expert organization, without participation of the Contractor has a full legal force and it is an undisputed basis for satisfaction by the Contractor of the Customer's claims.
7.3. The Customer shall send by available means of communication (designated in 4.3 paragraph) the claim and the act to the Contractor.
7.4 All claims hereunder shall be sent by any available means of communication.
7.5. The claim shall be considered Contractor within 3 workdays and satisfied by the Contractor within 10 calendar days from the moment of its receipt from the Customer. A date of receipt of the claim by the Contractor shall be the date of its sending by the Customer to the address of the Supplier by any available means of communication.

8. RESPONSIBILITY

8.1. In case of delayed delivery/shipment of the Goods, the Contractor, on demand of the Customer, shall pay a penalty in the amount of 0.1% of the cost of untimely delayed/shipped Goods for each day of delay.
8.2. The Contract shall be deemed concluded by the strictly defined term. Should delay in delivery of the Goods by the Contractor exceed 15 calendar days after the agreed date of delivery/shipment, the Customer shall be entitled to acknowledge itself no more interested in this Contracts and in the subject matter hereof and cancel its obligations without any recovery of the Contractor's expenses or losses resulting from such cancellation.
8.3. In case of delivery of the low-quality Goods, the Contractor, on demand of the Customer, shall pay a refund of the cost of the low-quality Goods, and recover the Customer's expenses for delivery of the Goods, customs clearance (including customs fees) and other expenses.
8.4. In case of short delivery of the Goods, the Contractor, on demand of the Customer, shall pay a refund of the cost of the short-delivered Goods, and recover the Customer's expenses for delivery of the Goods, customs clearance (including customs fees) and other expenses.
8.5. In case if the delivered Goods fail to comply with the range/completeness, the Contractor, on demand of the Customer, shall pay a fine in the amount of 100% of the cost of the nonconforming Goods, and recover the Customer's expenses for delivery of the Goods, customs clearance (including customs fees) and other expenses.

9. APPLICABLE LAW
9.1. The Parties will undertake all measures for peaceful settlement of issues that can arise from this Contract or in connection within 30 calendar days.
In case, if the Parties cannot come to an amicable agreement, all disputes, differences or claims arising from this Contract or in connection herewith, including those relating to its performance, violation, termination or invalidity, shall be settled in the China International Economic and Trade Arbitration Commission CIETAC.

10. FORCE MAJEURE
Any Party hereof shall not bear responsibility for complete or partial non-fulfillment of any obligations, if it is the result of such circumstances as flood, fire, earthquake, and other circumstances such as war, export prohibition, import prohibition or military actions occurred after the conclusion hereof.
If any of these circumstances had direct influence on fulfillment of obligations, time due to performance hereof will be extended for a period equal to that one during which such circumstances remain in force.
The Party, for which fulfillment of obligations becomes impossible, shall urgently inform the other Party in writing about the expected duration and termination of the above-mentioned circumstances, however, it shall do it not later than 5 days from the day of their beginning. The facts containing in the notice shall be confirmed by the competent organization of the relevant country.
In case of non-notification or untimely notification, the Parties loses the right to refer to the above-m/mentioned circumstances, as to the circumstances releasing from responsibility for fulfillment of his/her obligations.
If impossibility to fulfill the obligations completely or partially lasts for more than one month, each Party shall be entitled to terminate this Contract completely or partially without the obligation to compensate the other party for the losses (including expenses).

11. CONFIDENTIALITY
11.1. Each of the parties of this Contract is obliged to comply with the confidential information regime: not to disclose information that has become known to it in connection with the execution of this Contract to third parties, as well as to ensure the safe transfer of information regarding the execution of this Contract through secure communication channels.
11.2. Within the framework of this Contract from Contractor part, disclosure of the following information is not allowed:
11.2.1. Information concerning the generated orders and shipment of goods, including the information specified in the Invoices, container numbers, the quantity and parameters of the supplied or delivered goods, as well as other information about the goods that are to be delivered or delivered under this Contract;
11.2.2. Information about the types, parameters, design of drawings of the Goods shipped or to be shipped under this Contract;
11.2.3. Information about the persons who are suppliers / manufacturers of packaging for the supplied goods and other packaging elements, information about which was provided to the Customer by the Contractor.
11.2.4. The Contractor is responsible for violation of the terms of this Section in the form of:
- a fine of 300.000 RMB for violation of clause 11.2.1. this Contract;
- a fine of 300.000 RMB for violation of clause 11.2.2. this Contract;
- a fine of 300.000 RMB for violation of clause 11.2.3. of this Contract.

12. FINAL PROVISIONS
12.1. All modifications and amendments to this Contract shall constitute an integral part of this Contract, provided however, that they are made in writing and duly signed by the authorized representatives of both Parties. Documents sent by fax, E-mail shall be deemed binding.
12.2. This Contract is executed in two copies, one copy for each Party. Each copy is made in the English language, each of them having equal legal force.
12.3. One of the parties in the right to transfer the rights and duties under the present contract to any third party without preliminary written consent of other party.

12.4. The Contract shall come into force when signed by the Parties and shall be valid till [redacted]
12.5. In all other respects not specified by the terms hereof, the Parties shall be guided by the applicable International law.

13. LEGAL ADDRESSES, BANK DETAILS OF THE PARTIES AND SIGNATURES OF THE PARTIES

CONTRACTOR:
BENEFICIARY NAME: [redacted]
BENEFICIARY ADDRESS: [redacted]
ACCOUNT NO : [redacted]
BENEFICIARY'S BANK : [redacted]
BANK ADDRESS : [redacted]
SWIFT CODE : [redacted]

CUSTOMER:
[redacted]
Legal address: [redacted]

Director of [redacted]

Director of [redacted]