

Agreement No.:....

SALES AGREEMENT

This Sales Agreement (hereinafter: "Agreement") is entered into by and between

Beijing Hezhong-Huimei International Trading Co., Ltd.

Company address: Room 16B1, Hanwei Building, 7 Guanghua Road, Chaoyang District, Beijing

Company number: 91110105681203929J

TAX ID number: 91110105681203929J

Name of the financial institution where company account is held:

IBAN: 7701 2025 0000 24453 SWIFT code: BKNBCN2NBEI

represented by Christine
(hereinafter: "Seller")

and

MINISTRY OF FOREIGN AFFAIRS AND TRADE

1027 Budapest

Bem rakpart 47.

HUNGARY

TAX ID number: 15311351-1-41

Name of the financial institution where bank account is held: Hungarian State Treasury

Bank account No.: 10023002-01397291-00000000

represented by dr. Csaba Balogh Minister of state

(hereinafter: "Buyer").

Each Seller and Buyer may be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

I. Sale of Goods.

1. Seller agrees to sell, transport and deliver to Buyer, and Buyer agrees to purchase the following items in the following quantities and at the prices (the "Goods"):

Description of Goods	Quantity	Price per unit	Total sum
VG70 ventilator	250	\$75,000	\$18,750,000

2. By signing the Agreement, Seller expressly states that Seller has the professional, technical and human resources necessary to fulfill the Agreement and that Seller provides such resources for the entire duration of the Agreement.

II. Purchase Price and Terms of Payment.

1. Buyer will pay to Seller for the Goods and for all obligations specified in this Agreement, if any, as the full and complete purchase price, the sum of 18 750 000 US dollars, i.e. **eighteen million seven-hundred and fifty thousand US dollars**. Seller shall have no claim to any additional payment or remuneration apart from what is specified in this Agreement. Unless otherwise stated, Seller shall be responsible for all taxes in connection with the purchase of Goods in this Agreement.
2. Buyer agrees to pay immediately after signing this Agreement 100% of the purchase price, the sum of 18 750 000 US dollars, i.e. **eighteen million seven-hundred and fifty thousand US dollars in advance**
3. dr. Csaba Balogh is entitled to issue the verification of due performance on behalf of the Buyer.
4. Seller shall provide a proforma invoice of the purchase price to Buyer upon receiving the purchase price. The purchase price is to be paid via bank transfer after receiving Seller's invoice.
5. The Parties agree that the price will be regarded as having been paid on the day when the amount is credited to the financial institution where the Seller's account is held. Seller acknowledges, that international transfers may take up to 3 working days to process. If all necessary documentation is in order, Buyer starts the transfer the next available banking working day.

III. Delivery.

1. Seller shall deliver the Goods ready for further international shipping to Shanghai International Airport. Seller is responsible to procure all necessary documentation - including outbound customs procedures, permits and licences - for the goods to be loaded into the following flight:
flight number:
departure time: 14 o'clock April 10th, 2020, Shanghai International Airport.
2. Seller acknowledges, that for the loading procedure to be in order, the goods shall arrive at the given location no later than 10th of April, 2020, 14 hours 00 mins (time zone: GMT+8). Any changes in flight number, departure time shall be communicated via electronic mail.
3. Buyer shall only pay for the units which have been arrived and loaded into the mentioned flight. Seller shall refund the total price of the undelivered Goods payed in advance.
4. Inbound (Hungarian) customs procedures are Buyers responsibility.
5. Seller will pay for any shipping costs to the before mentioned address.

IV. Risk of Loss.

1. Risk of loss will be on the Seller until the time when the Buyer accepts delivery. Seller shall maintain any and all necessary insurance in order to insure the Goods against loss at Seller's own expense. Title to the Goods will remain with the Seller until Buyer accepts delivery.

V. Right of Inspection.

1. Buyer shall be allowed to examine the Goods once received and shall do so within 5 days after the receipt of the Goods in Hungary. In the event that Buyer discovers any damages, shortages or other nonconformance of the Goods, Buyer shall notify Seller within 15 days after receipt of the Goods, specifying the basis for its claim. Failure to notify Seller by such date shall constitute an acceptance of delivery of the Goods as is. In the event the Goods are non-conforming, Buyer may at its option:

- return the Goods for a replacement, at Seller's expense
- return the Goods at Seller's expense for a credit of the full purchase price on future transactions with Seller
- return the Goods at Seller's expense for a full refund of the purchase price

2. The above shall be the sole remedy of Buyer and only obligation of Seller with respect to any non-conforming Goods.

VI. Force Majeure.

1. Seller will not be liable to Buyer for any delay, non-delivery or default of this Agreement due to labor disputes, transportation shortage, delay or shortage of materials to produce the Goods, fires, accidents, Acts of God, or any other causes outside of Seller's control. Seller shall notify Buyer immediately upon realization that it will not be able to deliver the Goods as promised. Buyer may terminate this Agreement upon such notice.

VII. Termination

1. Buyer is entitled to terminate this Agreement in writing with cause and with immediate effect in the event of a serious breach of the Agreement by Seller. Serious breach of the Agreement includes

- Seller does not perform the tasks specified in the Agreement or does not perform them according to the terms and spirit of the Agreement.
- Proceedings involving distraint, liquidation, bankruptcy, or final settlement are launched against the Seller.
- Seller's tax number is suspended or revoked

VIII. Miscellaneous.

1. This Agreement enters into effect when both Parties to the Agreement have signed it; it concludes with completion of the terms specified herein.
2. Both parties have read and understood the points of this Agreement and have agreed to all of its stipulations, as they affirm with their signatures. The Agreement has been signed in 4 identical original copies, 3 of which are in the possession of the Buyer and 1 of which is in the possession of the Seller.
3. Appendices:
 - Technical specification of Goods

Dated: Budapest, 7/4/ 2020.

Dated: 2020.



.....
Csaba Balogh
Minister of state
Ministry of Foreign Affairs and Trade
Buyer

Financially countersigned by:

.....
Christine
Beijing Hezhong-Huimei
International

Legally countersigned by:

.....