

# CONTRACT AMENDMENT

20<sup>th</sup> April, 2020

PARTY A: BEIJING HEZHONG-HUIMEI INTERNATIONAL TRADING CO.,LTD  
PARTY B: MINISTRY OF FOREIGN AFFAIRS AND TRADE

## I. Preamble

Party A and Party B entered into a sales agreement regarding the purchase and delivery of medical invasive ventilators.

Party B paid the full purchase price of \$18,750,000.00 (Eighteen million seven hundred and fifty thousand US Dollars) via bank transfer. Party A received the full amount of \$18,750,000.00 from Party B on the on 8<sup>th</sup> April 2020.

on behalf of  
北京合眾匯美國  
BEIJING HEZHONG-HUIMEI

## II. Change of Terms

Due to the increase in orders from Party A's suppliers, the delivery period could not meet the contract requirements. After negotiation, the two parties agreed in the following:

### II.1 Refund

Party A shall refund the balance of the unpurchased portion of \$15,000,000.00 (fifteen million US Dollars) USD until 22<sup>nd</sup> April, 2020 to the following bank account:

MINISTRY OF FOREIGN AFFAIRS AND TRADE

ACCOUNT NAME:

ADDRESS: 1027 Budapest, Bemrakpart 47 HUNGARY

BANK NAME: HUNGARIAN STATE TREASURY [BUDAPEST]

ACCOUNT NO:

SWIFTNO: HUSTHUHBXXX

### II.2. Delivery of Goods

Party A claims, that 50 pieces of ventilator machines (as specified in contract) have been acquired from suppliers. Party A shall deliver these goods until the 3<sup>rd</sup> of May (final deadline) ready for international export transportation with all necessary documentation (including but not limited to documentations for customs; factory warranty; technical descriptions and manuals) to an international airport specified by Party B in writing, after Party A reports the goods ready for transportation. The packaging of the goods should be suited for long-haul international transport by air or on road.

II.3. Failure to comply

If Party ~~A~~ fails to deliver the aforementioned goods until the final deadline, Party B shall refund the remaining \$3,750,000.00 (three million seven hundred fifty thousand US dollars) until the 3<sup>rd</sup> May 2020, to the bank account detailed in paragraph II.1.

III. Miscellaneous

Parties agree, that the remaining details regarding their contract – including but not limited to the technical description of the Goods – shall remain intact with the changes initiated in their current agreement.

Any changes shall be done in writing and signed by both parties.

際貿易有限公司  
INT'L TRADING CO., LTD.

PARTY A

for and on behalf of  
北京合眾匯美國際貿易有限公司  
BEIJING HEZHONG-HUIMEI  
INTERNATIONAL LTD

Authorized Signature(s)

PARTY B

Authorized Signature(s)  
MINISTRY OF FOREIGN AFFAIRS  
AND TRADE  
Represented by: Dr. Csaba BAZOGH  
Minister of State

