

Agreement No.:...

**SALES AGREEMENT**

Agreement No.: YLY20200411W

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

**Anhui Yaliya Biotechnology Co., Ltd.**

Business address: Building 6, 17th Internet Industrial Park, Baohe Economic Development Zone, Hefei City, Anhui Province, PRC

Company reg.No.: 91340100MA2MQ9EX6X(1-1)

Name of the financial institution where bank account is held: Agricultural Bank of China

Bank account No.:

**SWIFT CODE: ABOCCNBJXXX**

represented by: Ms. Yinping Zhu

(hereinafter: "Seller")

and

**Ministry of Foreign Affairs and Trade**

Bem rakpart 47, 1027 Budapest, Hungary

TAX ID number: 15311351-1-41

Name of the financial institution where bank account is held: Hungarian 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."

**Preamble**

Whereas, Seller owns certain Goods, as defined below, and Seller desires to sell such Goods under the terms and conditions set forth in this Agreement; and

whereas, Buyer desires to purchase the Goods offered for sale by Seller under the terms and conditions set forth in this Agreement.

Therefore, in consideration of the mutual promises and for other good and valuable consideration exchanged by the Parties as set forth in this Agreement, the Parties, intending to be legally bound, hereby mutually agrees as follows:

**I. Sale of Goods.**

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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
Ventilators model VG70 (as per attached Technical Specification)	300 units	80.000 USD/unit	24.000.000 USD say twenty four million dollars

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 **24.000.000 USD**. The Buyer will pay the purchase price before the goods are in transit from seller's warehouse in advance.
2. Unless otherwise stated, Seller shall be responsible for all taxes in connection with the purchase of Goods in this Agreement.
3. Seller shall invoice Buyer upon the confirmation of the order of Goods.
4. Seller shall have no claim to any additional payment or remuneration apart from what is specified in this Agreement.
5. Dr. Orsolya Pacsay-Tomassich state minister is entitled to issue the verification of due performance on behalf of the Buyer.
6. 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.

## III. Delivery.

1. Seller shall ship the Goods to Buyer on **13<sup>th</sup>, April, 2020.**, at the following address: FOB Shanghai International Airport

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 the event that Buyer discovers any damages, shortages or other nonconformance of the Goods, Buyer shall notify Seller within 5 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. Seller Representations and Warranties.**

1. Seller warrants that the Goods are free, and at the time of delivery will be free, from any security interest or other lien or encumbrance. Seller warrants that there are no outstanding titles or claims of title hostile to the rights of Seller in the Goods.

#### **VII. 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.

#### **VIII. 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

#### **IX. Compensation and damages**

1. If Seller is at fault for having failed to deliver the Goods specified in this Agreement in merchantable quality, Seller shall refund the purchase price paid in advance and have no claim whatsoever to payment of the purchase price or any fraction thereof, nor will the Buyer be obliged to provide any compensation or remuneration for any costs that have incurred.

#### **X. Confidentiality**

1. Seller bears criminal liability regarding the information qualifying as classified which Seller - before or after the Agreement comes into force - becomes aware of pertaining to the performance of the Agreement. Neither Party shall be entitled to transfer or disclose other confidential information, except information regarding the material elements of the Agreement, i.e. the person of the Parties, the subject matter of the Agreement, the amount of consideration, and all provisions the disclosure of which is stipulated by law.

2. Information regarding the present Agreement and its performance or information about the other Party, particularly about its operation and organization, they become aware of or possess, and any fact, data, design, deed, document, process (hereinafter: data) not publicly accessible that they otherwise learn, shall qualify as trade secret the disclosure of which would violate the Parties' official, business or other interests.

3. In case of expiration or other termination of the Agreement, both Parties shall be bound by the confidentiality obligation regarding classified data until the end of the term of validity thereof; regarding further secrets related to the Agreement and other confidential information related to the performance, the provisions of legal regulations effective at the date of concluding the Agreement shall be followed.

4. The Parties make every effort in order to inform their concerned employees or other contributors about the above obligations, and to keep the above provisions and have those kept. Detriments deriving from unauthorized disclosure of data and costs necessary to eliminate these detriments, beyond other liability, are borne by the Party responsible for the unauthorized disclosure.

#### **XI. Assignment.**

1. Seller may not assign any of its rights under this Agreement or delegate any performance under this Agreement, except with the prior written consent of Buyer. Any purported assignment of rights or delegation of performance in violation of this section is void.

#### **XII. Amendments.**

1. No amendment to this Agreement will be effective unless it is in writing and signed by both Parties.

#### **XIII. Governing Law.**

1. The terms of this Agreement shall be governed by and construed in accordance with the laws of the People's Republic of China and United Nations Convention on Contract for the International Sale of Goods.

#### **XIV. Notices.**

1. Any notice or other communication given or made to any Party under this Agreement shall be in writing and delivered by hand, sent by certified or registered mail, return receipt requested, to the address stated above or to another address as that Party may subsequently designate by notice and shall be deemed given on the date of delivery.

#### **XV. Waiver.**

1. No Party shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing. Waiver by any Party of a breach or violation of any provision of this Agreement shall not constitute a waiver of any other subsequent breach or violation.

#### **XVI. Severability.**

1. In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions should continue in full force and effect as valid and enforceable.

#### **XVII. Miscellaneous.**

1. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors and assigns. The provisions of this Agreement are severable. If any provision is held to be invalid or unenforceable, it shall not affect the validity or enforceability of any other provision. The section headings herein are for reference purposes only and shall not otherwise affect the meaning, construction or interpretation of any provision of this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together, shall constitute one and the same document.

2. This Agreement enters into effect when both Parties to the Agreement have signed it; it concludes with completion of the terms specified herein.

3. 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 2 identical original copies, 1 of which are in the possession of the Buyer and 1 of which is in the possession of the Seller.

#### **4. Appendices:**

- Technical specification of Goods
- Order confirmation

