

Agreement No.:

### SALES AGREEMENT

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

MMA Medical equipments  
Usedom Strasse 14  
22047 Hamburg  
Tax-ID: DE 257135606  
Custom-ID (EORI): DE7433298  
Name of the financial institution: Hamburger Sparkasse  
IBAN:  
BIC: HASPDEHHXXX  
represented by Bio Medical Engeneer Masoud Mahdiar  
(hereinafter: "Seller")

and

Embassy of Hungary  
Unter den Linden 76  
10117 Berlin  
TAX ID number: HU 15311351  
Name of the financial institution where bank account is held: Commerzbank  
IBAN No.:  
BIC: DRESDEFF120  
represented by dr. Péter Györkös, Ambassador  
(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, Brand, Type / Model			Quantity	Price per Unit (€/Each)	€/all
Invasive medical ventilators (as per attached Technical Specification)	Dräger	Evita 2 Dura	5	7.500 €	37.500 €
Invasive medical ventilators (as per attached Technical Specification)	Dräger	Evita 2	6	6.400 €	38.400 €
Sum					75.900 €

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.



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## **II. Purchase Price and Terms of Payment.**

1. Buyer will pay to Seller for the Goods for the goods listed in the attachment and for all in obligations specified in this Agreement, if any, as the full and complete purchase price, the sum of **75.900,- Euro, i.e. seventy five thousand nine hundred Euros.**
2. 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.
3. Buyer agrees to pay immediately after signing this Agreement 100 % of the purchase price.
4. Seller shall invoice Buyer the purchase price after receiving the aforementioned verification of due performance. 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.

## **III. Delivery.**

1. After receipt of the full agreed amount in the seller's account, the seller will provide the devices packaged for delivery within 5 working days.
2. The Seller will pack the goods on pallet and in Cardboard and stretch Folio for free.
3. The Buyer should order a shipping company to pick up the devices.

## **IV. Right of Inspection.**

1. The buyer is permitted to inspect the goods before delivery in Hamburg. Only after the buyer has given his consent will the goods be delivered
2. After the goods have been handed over to the forwarding company, the seller is no longer responsible for any damage caused.

## **V. Service and repairs**

1. The seller will take over all repairs in the future. The buyer will bear the costs for this.
2. The buyer can also contact the representatives of Dräger in Hungary.



#### **VI. Force Majeure**

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. Compensation and damages**

If Seller is at fault for having failed to deliver the Goods specified in this Agreement in merchantable quality or in the delivery time stipulated in this Agreement, 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.

#### **IX. Governing Law**

The terms of this Agreement shall be governed by and construed in accordance with the laws of Germany.

#### **X. Disputes**

1. In the course of the execution of this Agreement, the Parties agree to address any unsettled questions or matters in dispute through negotiation, if the negotiation fails the place of performance is Hamburg. If the requirements of § 38 ZPO (Code of Civil Procedure) for an agreement on the place of jurisdiction are met, the parties agree on the jurisdiction of the Hamburg Local Court or the Hamburg Regional Court.

2. This Agreement contains the entire understanding between the Parties and supersedes and cancels all prior agreements of the Parties, whether oral or written, with respect to such subject matter.



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### **XI. 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 as pdf file
  - Confirmation of maintenance provider, that the equipment are maintained and are functional (Checking Protocol)

**Dated: 24.04.2020**

**Dated: 24.04.2020**

**dr. Péter Györkös**  
**Ambassador**  
**Embassy of Hungary**  
**Buyer**

**Mr. Masoud Mahdiar**  
**MMA.medical.equipments**  
**Seller**

Financially countersigned by:

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