

Agreement No.:...

SALES AGREEMENT

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

MEDLINE SA/NV

Linderstraat, 67

B-3700 Tongeren

Belgium

TAX ID number: BE0475333454

Name of the financial institution where company account is held: BNP Paribas Fortis SA

IBAN: BE86 2400 3475 0050

represented by Thierry Masset

(hereinafter: "Seller")

and

Embassy of Hungary in Lisbon

1349-042 Lisbon, Calçada de Santo Amaro 85

Portugal

TAX ID number: 900234113

Name of the financial institution where bank account is held: Millennium BCP

Bank account No.: PT50 0033 0000 0000 1443 6905 5

represented by dr. Miklós Halmai ambassador

(hereinafter: "Buyer").

Mis en forme : Anglais (États Unis)

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.

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"):

Agreement No.:...

Description of Goods	Quantity	Price per unit	Total sum
Ventilators model VG70 (as per attached Technical Specification)	50 units	33.500 €/unit +21%VAT	1.675.000 €+21%VAT

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, i.e.
2. Unless otherwise stated, Seller shall be responsible for all taxes in connection with the purchase of Goods in this Agreement. However, the local Belgian VAT if due is to be paid by the Buyer.
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. Miklós Halmi ambassador 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. The seller will make the equipment available to the Buyer at Liège Airport by April 30th. However the world demand because of the current Covid crisis is so high on such products that minor delays on the delivery are possible! Seller shall do all he can to stick to this delivery schedule!

IV. Risk of Loss.

1. Risk of loss will be on the Seller until the delivery is executed. 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.

Agreement No.:...

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.

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. The goods are covered by a 1-year guarantee against manufacturing mistakes!

A maintenance contract can be offered to the buyer on an annual fee per system! This contract will be conducted by staff of the seller in the first place! But for reasons of efficiency and speed of reaction, the buyer will look for local partners and train them to do the maintenance work.

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. However if the delivery is delayed by less than 3 weeks, Buyer will not be entitled to terminate this agreement.

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

It does not include a delay of less than 3 weeks!

IX. Compensation and damages

Agreement No.:...

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

4. Appendices:
- Technical specification of Goods
- Order confirmation

Dated: 26. March 2020. Dated: 26. March 2020.

.....
dr. Miklós Halmai
ambassador
Embassy of Hungary in Lisbon
Buyer
Financially countersigned by:

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Seller
S.A. MEDLINE
QUAI DES ARDENNES N° 1
4020 LIEGE