

SALES AGREEMENT

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

genEplanet diagnostika d.o.o.

Cesta na Poljane 24

1210 Ljubljana - Šentvid

SLOVENIA

Company number:

TAX ID number: 37088149

Name of the financial institution where company account is held: Sparkasse

IBAN:

represented by Marko Bitenc

(hereinafter: "Seller")

and

EMBASSY OF HUNGARY IN LJUBLJANA

Ulica Konrada Babnika 5, 1210 Ljubljana-Šentvid

TAX ID number: HU15311351

Name of the financial institution where bank account is held: NLB

Bank account No.:

represented by Edit Szilágyiné Bátorfi 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	Quantity	Price per unit	Total sum
Invasive medical ventilators (Siriusmed R30, as per attached Technical Specification and List of Serial Numbers)	20units	49.000 EUR/unit	980.000 EUR

According to the brochure/catalogue enclosed to this Agreement.

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

II. Purchase Price and Terms of Payment.

Agreement No.

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 980.000 EUR, i.e. nine hundred eighty thousand euro. 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 980.000 EUR, i.e. nine hundred eighty thousand euro in advance based on the pro forma invoice issued by the Seller at the signing of this Agreement.
3. Contact person for the delivery and entitled to issue the verification of due performance on behalf of the Buyer is András Magyar (+36 30 782 6304).
4. Seller shall invoice Buyer the purchase price after receiving the aforementioned verification of due performance. Due to the II.2. point of this Agreement receiving Seller's invoice does not require any payment.
5. Contractual parties agree that as official handover counts the written waybill signed by the Parties. The written waybill demonstrates the transfer of the ownership of the Goods and the passing of risk to the Buyer.
6. The Parties agree that the price will be regarded as having been paid based on the notice of the Buyer's bank on commissioning the transfer of the payment.

III. Delivery.

1. Seller shall ship the Goods to Buyer within 5 days after receiving payment at the following address: Ghibili Szállítványozási Kft. 2220 Vecsés, Liszt Ferenc Nemzetközi Repülőtér - Cargo City 325-ös Forwarder épület W7. Seller will pay for any shipping costs to the beforementioned 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, Seller has an option:
 - to replace such Goods on its own expenses or
 - ask the return of the Goods by the Buyer at Seller's expense for a full refund of the purchase price

2. The above should be mutually agreed between the Parties.

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. Compensation and damages.

1. 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.

2. According to European standards the Seller provides guarantee for the Goods.

IX. Governing Law.

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

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; should negotiation fail, the legal dispute – depending on the sphere of authority – will be under the exclusive jurisdiction of the seat of the applicant's court of law.

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.

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

Dated: Ljubljana, 17 April 2020

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Edit Szilágyiné Bátorfi
Ambassador
Embassy of Hungary in Ljubljana
Buyer

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Marko Bitenc
CEO
genEplanet diagnostika d.o.o.
Seller

Financially countersigned by:

Zifa Kassai
Financial Director
Embassy of Hungary in Ljubljana