

**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 to Buyer, and Buyer agrees to purchase and transport the following items in the following quantities and at the prices (the "Goods"):

Description of Goods	Quantity	Price per unit	Total sum
<b>Invasive Medical Ventilators</b> ("Ventilators") (Siriusmed R30) as per attached Technical Specifications and List of Serial Numbers)	2 x 20 units = 40 units	48.900 EUR/unit (price FoB)	<b>1.956.000 EUR</b> (total FoB)
<b>Breathing Circuits</b> (for Siriusmed R30)	300 units	39 EUR/unit (price FoB)	<b>11.700 EUR</b> (total FoB)
			<b>Altogether: 1.967.700 EUR</b> (total FoB)

According to the brochures/catalogues enclosed to this Agreement.

Agreement No.:...

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.**

1. Buyer will pay to Seller **for the first 20 Ventilators** and for all obligations specified in this Agreement the full and complete purchase price, the sum of **978.000 EUR**, i.e. nine hundred and seventy eight thousand euros upon the physical inspection of the Ventilators based on the pro forma invoice issued by the Seller.

2. Buyer will pay to Seller **for the second 20 Ventilators** and for all obligations specified in this Agreement the full and complete purchase price, the sum of **978.000 EUR**, i.e. nine hundred and seventy eight thousand euros upon the physical inspection of the Ventilators based on the pro forma invoice issued by the Seller.

3. Buyer will pay to Seller **for the 300 Breathing Circuits** and for all obligations specified in this Agreement the full and complete purchase price, the sum of **11.700 EUR**, i.e. eleven thousand seven hundred euros upon the physical inspection of the Breathing Circuits based on the pro forma invoice issued by the Seller.

4. 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.

5. The Goods are to be transported by the Buyer as CD cargo.

6. Contact person for the delivery: Károly Fekete (+36 30 6555088).

7. Parties agree that as official handover counts the written dock warrant signed by the Parties. The written dock warrant demonstrates the transfer of the ownership of the Goods to the Buyer.

8. Contact entitled to issue the verification of due performance on behalf of the Buyer is András Magyar (+36 30 782 6304).

9. Seller shall invoice Buyer the purchase price after receiving the aforementioned verification of due performance. Due to the II/1-3 points of this Agreement receiving Seller's invoice does not require any payment.

10. 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 prepare the Goods and documents for dispatching at its warehouse for the Buyer within 24 hours after receiving the aviso of the arrival of the carrier of the Buyer. Buyer bears all costs for the shipping and insurance after loading on truck.
2. First shipment is due on the 23<sup>rd</sup> April 2020 and the second on the 30<sup>th</sup> April 2020. The Breathing Circuits shall be ready for delivery on the 30<sup>th</sup> April 2020 latest.

**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, 23 April 2020

Dated: Ljubljana, 23 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

**GenEplanet diagnostika d.o.o.**  
diagnostične storitve  
Cesta na Poljane 24  
SI-1210 Ljubljana - Senvid  
Slovenia

Financially countersigned by:

.....  
**Zitő Kassai**  
Financial Director  
Embassy of Hungary in Ljubljana

**IV. Risk of Loss and Damage.**

1. Risk of loss and damage will be on the Seller until the Goods are loaded on the truck provided by the Buyer.

**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 non-conformance 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.

2. 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.