



MVCRP01INDFT

# Contract

(THIS CONTRACT ONLY APPLIES TO THE DURATION OF THE EPIDEMIC PREVENTION AND CONTROL)

No.: 20200317

## Party A

Buyer: **CZECH REPUBLIC, MINISTRY OF THE INTERIOR OF THE CZECH REPUBLIC**

Legal representative: **Ing. Miroslav Konopecky**

IC: **00007064**

Tax No.: **CZ00007064**



Address: **Nad Stolou 936/3, 170 34 Prague 7 Czech Republic**

## Party B

Seller: **HUANSHENG TIANJIN TECHNOLOGICAL DEVELOPMENT CO.,LTD.**

Legal representative: **William Ni**

Tel: **+86-135-4404-3892**

Address: **202B-2 Building 3, Haitai Development Road, Huayuan Industrial Zone, Binhai High-Tech Area, Tianjin, China**

Through friendly negotiation, party A and party B have reached the following purchase contract on the principle of equality, voluntariness and mutual benefit in accordance with relevant laws and regulations.

### 1. PARTY A SHALL PURCHASE THE FOLLOWING PRODUCTS FROM PARTY B

Item	Specifications	Price/unit (tax-exclusive)	Package quantity specification	Quantity Total	Total cost (tax-exclusive)
<b>DASHENG DTC3B N95 FACE MASK</b>	Pieces	<b>USD 2.27</b>	20 units/box 400 units/case	1,000,000	<b>USD 2,270,000.00</b>
Total cost	<b>USD 2,270,000.00</b>				

### 2. PROCUREMENT PURPOSES

1. Party A undertakes that the above products purchased from party B will be used for the following purposes:

- For personal use -
- Hospital use
- Government procurement
- Donation
- Other (please specify) \_\_\_\_\_

2. For sales of purchased products, party A shall meet specific qualifications and related administrative licensing conditions. Party A shall provide party B with, including but not limited to, the business license, the medical equipment business license, the second category of medical equipment business registration certificate issued by the medical equipment supervision department and other relevant qualification certificates or documents.

3. All consequences and legal liabilities caused by party A's unauthorized alteration or violation of the purpose prescribed in the preceding paragraph shall be borne by party A and have nothing to do with party B.

4. During the virus period, product information is for reference only, and the goods are subject to actual products

### **3. TERMS OF PAYMENT**

Once this contract is put into effect, party A shall pay 100% of the total payment being USD 2,270,000.00 (tax-exclusive), and party B shall arrange the supply for party A upon receipt of the payment. If the fully payment have not paid on time, Party B have the rights of lack on supplying fully order.

### **4. DELIVERY DATE AND DELIVERY METHOD**

1. Delivery date: upon receipt of the full payment from party A, party B shall confirm the delivery time within three working days and provide the inspection report of this batch along with the goods. Party B shall inform party A of the delivery and specific time in advance of each delivery. If there is any change in party A's requirements, party A shall notify party B in advance to make the necessary arrangements or changes of plan to avoid causing unnecessary losses to party B. If party B encounters any other force majeure factors, it shall inform party A in advance to avoid causing unnecessary losses to party A. Before 20/04/2020, Party B should delivery fully purchasing products.

2. Delivery method:  Party A's self delivery /  Party B's delivery.

Party A's designated receiving information is as follows:

Receiving company:

Consignee:

Address:

Contact number:

3. In principle, Party A shall choose to pick up the goods by itself. If Party A chooses Party B to deliver the goods, Party A shall bear the transportation risk and other relevant risks from the date when the goods leave Party B's warehouse.

## **5.PRODUCT ACCEPTANCE**

1. After receiving the products, if Party A finds that the varieties, specifications and technical requirements of the products are inconsistent with the contract, Party A shall keep them properly and raise a written objection to Party B within 2 days.

2. If Party A fails to raise a written objection within the prescribed time limit, it shall be deemed that the products delivered by Party B conform to the contract.

3. Party B shall be responsible for the return and exchange of goods within 2 days after receiving the written objection from Party A and confirming it to be true.

## **6. CONFIDENTIALITY**

Both parties shall do their best to properly protect the other party's trade secrets obtained during the performance of this contract, otherwise, they shall bear the liability for breach of contract in accordance with the law.

## **7. CHANGE OF CONTRACT**

After the signing of this contract, both parties can change or supplement the relevant terms of this contract through consultation, but it shall be confirmed in written form. Once signed, the above documents shall have legal effect and become an effective part of this contract.

## **8.LIABILITY FOR BREACH OF CONTRACT**

1. In case of serious quality problems in the goods delivered by Party B, the corresponding equivalent goods shall be replaced unconditionally. If the product has no quality problem, Party A shall not ask for refund, return or replacement.

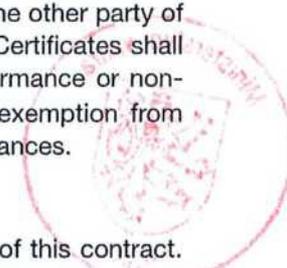
2. If Party A pays the deposit for overdue payment, party B can consider the contract as invalid or otherwise stipulate the delivery time. If Party A pays the final payment for overdue payment, and if it exceeds 15 days, Party B has the right to terminate the contract and confiscate the deposit. The purchase price will not be refunded.

## **9. FORCE MAJEURE**

If any of the parties is unable to perform the contract due to force majeure (natural disasters such as war, earthquake, mudslides, typhoons, and government intervention, epidemic control, etc.), the party shall promptly notify the other party of the reasons for non-performance or incomplete performance, and Certificates shall be provided within 3 days, extension of performance, partial performance or non-performance of the contract shall be allowed, and partial or full exemption from liability for breach of contract shall be granted according to circumstances.

## **10.DISPUTE RESOLUTION**

Both parties shall strictly abide by the terms and conditions of this contract. In case of any dispute on the conclusion, interpretation, performance and effectiveness of this contract, both parties shall settle it through friendly negotiation. In case of any dispute, both parties shall settle it through consultation. In case no agreement can be reached through consultation, both parties agree to be under the jurisdiction of the people's court in the place where the contract is signed.



**11. OTHER SUPPLEMENTARY PROVISIONS**

1. This contract is made in duplicate, with each party holding one copy. The supplementary terms have the same legal effect and come into force after being sealed by both parties.

2. Party B's bank account is as follows:

Account name: **HUANSHENG TIANJIN TECHNOLOGICAL DEVELOPMENT CO.,LTD.**

Bank name: **BANK OF CHINA TIANJIN BRANCH**

Account No.: **280485405057**

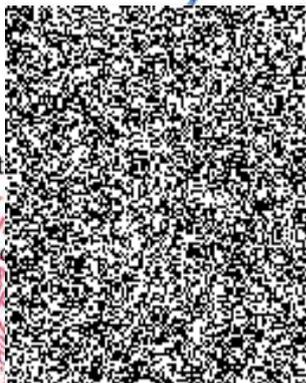
SWIFT CODE : **BKCHCNBJ200**

Party A:

(seal)

Representative:

Date: Mar



Party B: **HUANSHENG TIANJIN  
TECHNOLOGICAL  
DEVELOPMENT CO.,LTD.**

(seal)

Representative:

Date: March 16, 2020

