



MVCRP01INE3A

**Contract**

(This contract only applies to the duration of the epidemic prevention and control)

No.: 20200325-1

**Party A**

Buyer: Czech Republic, Ministry of the interior of the Czech Republic

Legal representative: Ing. Miroslav Konopecky

IC: 00007064

Tax No.: CZ00007064

Bank Account:

Tel: +420 974 849 353

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

**Party B**

Seller: Zhe Jiang Lantian Hewu Holding Co., Ltd.

Legal representative: Wu Lifang

Tel: +86 13967135678

Address: Dangwan Industrial Park, Xiaoshan District, Hangzhou, 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	FOB Price/unit (tax-exclusive)	Package quantity specification	Total Quantity	Total Amount USD
Disposable protective clothing (Sterilization by ethylene oxide)	HWSJ (鹤舞世家) 165\170\ 175\180\185	USD 22.35	20 units/box	1,200,000	USD 26,820,000
Hangzhou Local charge & Freight to Shanghai					USD 20,000
Total Amount USD					USD 26,840,000

Party B declares that purchased products correspond to relevant standards valid for respective type of medical material and standards for hygienic sanitarness.

**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. Party B declares that for the purpose of sales of products Party B meets specific qualifications and related administrative licensing conditions. Party B is equipped by, including but not limited to, the following documents: 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.

3. Terms of Payment

1. Purchase price was set by agreement of both parties and is amounting USD 22.35 per 1 pcs, total amount USD 26,840,000.
2. Party A shall pay purchase price cashless by bank transfer to Party B bank account stated in this Contract based on invoices issued by Party B. Party B is obliged to issue invoice for partial delivery and to deliver the invoice to Party A 6 days prior to requested payment date at the latest. For the first time, the payment for the first two delivery quantities shall be paid, and for the next delivery shall be paid in advance. If the payment is delayed, the delivery date of the goods should be delayed accordingly.

4. Delivery Date and Delivery Method

1. Party A and Party B agreed that goods would be supplied in regular shipments according to the following schedule:
  - 150000 pieces, date: before April 3, 2020
  - 250000 pieces, date: before April 10, 2020
  - 200000 pieces, date: before April 17, 2020
  - 200000 pieces, date: before April 24, 2020
  - 200000 pieces, date: before May 1, 2020
  - 200000 pieces, date: before May 8, 2020

2. Delivery method:  Party A's self delivery

Party A's designated receiving information is as follows:

Receiving company:

Consignee:

Address:

Contact number:

Place of delivery is:

3. Goods will be handed over to Party A based on handling protocol. If Party A



finds any shortage, deficiencies, imperfections, or defects in quality or quantity of delivered goods Party A will notify Party B without delay. Party B is obliged to correct claimed shortages, deficiencies, imperfections or defects in quality or quantity of delivered goods within 2 days at its costs.

4. 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. Proprietary right shall pass to Party A at the moment of signing the handling protocol. Risk of loss and damage of goods as well as material responsibility is transferred to Party A at the same moment.

#### 5. Trade Secrets

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.

#### 6. 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.

#### 7. Liability for Breach of Contract

If Party A pays the deposit for overdue payment, party B can 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.

The Orders already paid for will be fully supplied according to agreed schedule within stipulated period of time.

#### 8. 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. In case terms of force majeure are fulfilled the parties are obliged to return mutual performance without undue delay, 10 days from the emerged situation at the latest.

#### 9. 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

HEAVY  
1/10/2017  
10/10/17

shall settle it through consultation. In case no agreement can be reached through consultation, both parties agree to be under the jurisdiction of the materially and locally competent court in Czech republic.

10. 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. This Contract and its resulting obligations are governed by the Czech Republic legal Order.

3. This Contract comes into force on the day of signing by both Contract Parties.

11. Party B's shroff account is as follows:

Account name: Zhe Jiang Lantian Hewu holding Co., Ltd.  
Bank name: Shanghai Pudong Development Bank Hangzhou Branch  
Account No.: 95071457410001615  
Swift code: SPDBCNSH336

Party A: Ministry of  
Czech Republic

(seal)

Representative: In

Date: March 25<sup>th</sup>, 2020



Party B: Zhe Jiang Lantian Hewu  
holding Co., Ltd.

Representative: Wu Lijiang

Date: March 25<sup>th</sup>, 2020



HOLDING CO.