



MVCRP01 INCE5

**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: Zhangzhou Aojie Optical Technology Co., Ltd.

Legal representative: Wu Guoqiang

Tel: +86-596-6070302

Address: Wenpu Industrial Area Zhangzhou Taiwanese Investment Zone, Zhangzhou City, Fujian China. Post code: 363107

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 Prs	Total Amount EUR
A101	Safety goggles	EUR 4.49	120PRS/CTN 54*38*38cm	1,200,000	EUR 5,388,000.00
A102	Xiamen Local charge & Freight to Shanghai				EUR 40,000.00
In total	EUR 5,428,000.00				

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

## 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 first 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 EUR4.49 per 1 pcs, and Xiamen Local charge & the cost of freight to Shanghai are EUR 40,000.00, total amount EUR 5,428,000.

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 then the payment for the next delivery shall be paid in advance. If the payment is delayed to the account, the delivery time of the goods shall 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:

- 200,000 pcs date 1<sup>st</sup> April
- 200,000 pcs date 8<sup>th</sup> April
- 200,000 pcs date 15<sup>th</sup> April
- 200,000 pcs date 22<sup>th</sup> April
- 200,000 pcs date 29<sup>th</sup> April
- 200,000 pcs date 6<sup>th</sup> May

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 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.

4. Party B's account is as follows:

Account name: Zhangzhou Aojie Optical Technology Co., Ltd

Bank name: Industrial Bank Co., Ltd., Zhangzhou Branch

Account No.: 162031400100035364

BENEFICIARY ADDRESS: Wenpu Industrial area ,Zhangzhou Taiwanese Investment Zone  
SWIFT BIC: FIIBCNBA230

Party A: Ministry of Interior of the  
Czech Republic  
(seal)

Party B: Zhangzhou Aojie Optical Technology  
Co., Ltd  
(seal)

Representative: [Redacted]

Representative: Wu Guoqiang

Date: March 25, 2020

Date: March 25, 2020

