



Contract

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

No.: 20200320-1

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: Shandong Fush Ophthalmic Medical Co., Ltd.

Legal representative: Jiang Quan Tao

Tel: +86 15009156158 +86-0535-6614200

Address: No.144 Huanshan Road, Zhifu District, Yantai City, Shandong Province, 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
N95 Medical Mask	Piece	USD 2.22	10pieces/box
			10boxes/Carton

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

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...2.22...per piece, total amount USD..23,310,000...
2. Once this contract is put into effect, party A shall pay the payment for goods in the first three weeks, \$11,655,000 FOB, Starting from the fourth week, the weekly payment of \$3,885,000 FOB will be paid every Wednesday until the payment is completed in the sixth week.
3. 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.

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:
 - 1,750,000 pcs date April 10th
 - 1,750,000 pcs date April 17th
 - 1,750,000 pcs date April 24th
 - 1,750,000 pcs date May 1
 - 1,750,000 pcs date May 8th
 - 1,750,000 pcs date May 15th

Delivery schedule will be postponed according to actual date of receiving money.

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: Shandong Yantai

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.

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.

Party A: _____

(seal)

Representative: _____

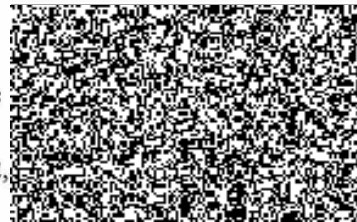
Date: March _____,

Party B: Shandong Fush Ophthalmic Medical Co., Ltd.

(seal)

Representative: _____

Date: March 22, _____



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.