SALES CONTRACT

SELLER:

BUYER:

This contract is made by and between the Buyers and the sellers; whereby the Buyers agree to buy and the Sellers agree to sell the under-mentioned commodity according to the terms and conditions stipulated below:

2. COUNTRY OF ORIGIN AND MANUFACTURERS:

3. To be packed in strong carton(s). Suitable for long distance air freight/land transportation and the change of climate well protected against moisture and shocks. One full set of oprating instructions for each instrument or machine shall be enclosed in the Package(s). The Sellers shall be liable for any damage of the commodity and expenses incident thereto on account of improper packing and for any rust attributable to inadequately or improperly protective measures taken by the Sellers in regard to the packing.

4. SHIPPING MARK:

The Sellers shall mark on each package with fadeless paint the package number, gross weight, net weight, measurement and the wordings:“keep away from moisture ”,“handle with care”,“this side up ”etc; and the shipping mark.

5. TIME OF SHIPMENT: Within 30 days after the signing of this

contract and the issue of duty-free paper.

6. PORT OF LOADING:

7. PORT OF DESTINATION:

8. TERM OF PAYMENT:

Bank Name:

Bank Address:

Bank Account No.:

SWIFT Code:

National Bank Code:

All banking charges inside China shall be borne by the Seller while those outside China by the Buyer.

9. DOCUMENTS：

The seller shall send full set of above-mentioned documents to the buyer in one lot by Air Courier within 2 days after shipment.

10. SHIPPING ADVICE:

Immediately the goods are completely loaded, the Sellers shall fax to notify the Buyers of the contract number, name of commodity, quantity, gross weight, invoiced value, flight number and the flight date.

11. GUARANTEE OF QUALITY:

The Sellers guarantee that the commodity hereof is made of the best materials with first class workmanship, brand new and unused, and complies in all respects with the quality and specification stipulated in this Contract and conforms to the data sheets or technical manuals of the commodities contract.

The guarantee period shall be 12 months counting from the date on which the commodity arrives at the port of destination, and counting from the date on which the Acceptance Certificate has been signed by the representatives of both parties if the installation and inspection for acceptance of the commodities contracted are required, but no later than 14 months counting from the date on which the commodity arrives at the port of destination.

12. CLAIMS:

Within 90 days after the arrival of the goods at destination, should the specification, or quantity be found not in conformity with the stipulations of the Contract except those claims for which the insurance company or the Carriers are liable, the Buyer shall, on the strength of the Inspection Certificate issued by Entry & Exit Inspection and Quarantine Bureau of China, have the right to claim for replacement with new goods. Compensation or repair and all the expenses (such as inspection charges, repairing fee, freight for returning the goods and for sending the replacement, or the repaired goods, insurance premium, storage and loading and unloading charges etc.) shall be borne by the Sellers. As regards quality, the Sellers shall guarantee that if, within the guarantee period stipulated in Clause 11 of this Contract, damages occur in the course of operation by reason of inferior quality, bad workmanship or the use of inferior materials, the Buyers shall immediately notify the Sellers in writing and put forward a claim supported by Inspection Certificate issued by Entry & Exit Inspection and Quarantine Bureau of China.

The Certificate so issued shall be accepted as the base of a claim. The Sellers, in accordance with the Buyer’s claim shall be responsible for the immediate elimination of the defect(s), complete or partial replacement of the commodity or shall devaluate the commodity according to the state of defect(s). Where necessary, the Buyers shall be at liberty to eliminate the defect(s) themselves at the Sellers’expense. If the Sellers fail to answer the Buyers within one month after receipt of the aforesaid claim, the claim shall be reckoned as having been accepted by the Sellers.

13. FORCE MAJEURE：

The Sellers shall not be held responsible for the delay in shipment or non-delivery of the goods due to Force Majeure, such as war, serious fire, flood, typhoon and earthquake, or other events agreed upon between both parties, which might occur during the process of manufacturing or in the course of loading or transit. The Sellers shall advise the Buyers immediately of the occurrence mentioned above and within fourteen days thereafter, the Sellers shall send by airmail to the Buyers for their acceptance a certificate of the accident issued by the Competent Government Authorities where the accident occurs as evidence thereof.

Under such circumstances the Sellers, however, are still under the obligation to take all necessary measures to hasten the delivery of the goods. In case the accident lasts for more than 10 weeks, the Buyers at its option may delete the undelivered goods from its purchase order or appropriately extend the time of delivery .

The Buyers shall not be held responsible for failure or delay to perform all or any part of this Contract due to Force Majeure.

14. LATE DELIVERY AND PENALTY：

 Should the Sellers fail to make delivery on time as stipulated in the Contract, with exception of Force Majeure causes specified in Clause 14 of this Contract, the Buyers shall agree to postpone the delivery on condition that the Sellers agree to pay a penalty which shall be deducted by the paying bank from the payment. The penalty, however, shall not exceed 5% of the total value of the goods involved in the late delivery. The rate of penalty is charged at 0.5% for every seven days, odd days less than seven days should be counted as seven days. In case the Sellers fail to make delivery ten weeks later than the time of shipment stipulated in the Contract, the Buyers shall have the right to cancel the contract and the Sellers, in spite of the cancellation, shall still pay the aforesaid penalty to the Buyers without delay.

15. ARBITRATION：

All disputes in connection with this Contract or the execution thereof shall be settled friendly through negotiations. In case no settlement can be reached, the case may then be submitted for arbitration to China International Economic and Trade Arbitration Commission in accordance with its Rules of Arbitration promulgated by the said Arbitration Commission. The Arbitration shall take place in Beijing and the decision of the Arbitration Commission shall be final and binding upon both parties; neither party shall seek recourse to a law court nor other authorities to appeal for revision of the decision. Arbitration fee shall be borne by the losing party. In the course of Arbitration, both parties shall continue to execute the present Contract except those under arbitration.

16. SPECIAL PROVISIONS:

In witness thereof, this Contract is made English and Chinese, both of which shall have equal status in law, signed by both parties in two original copies; each party holds one copy. Signed by fax is effective.