深圳市艾迪维尔科技有限公司

Shenzhen Adwell Technology CO., Ltd

销售合同

Sales Contract

卖方：深圳市艾迪维尔科技有限公司

地址：深圳市宝安区沙井街道马安山社区万安路A2栋四层（一照多址企业）

Seller：Shenzhen Adwell Technology CO., Ltd.

Address：4th floor, Building A2, Shamin Maanshan Industrial Park, Wanfeng Anlang Road, Shajing Street, Bao'an District, Shenzhen City, Guangdong Province, China

买方：

Buyer: Mr singh

Address: 566 hanworth road. Hounslow

（单独一方称为“一方”或统称为“双方”）

（Individually Party or collectively Parties）

买卖双方同意按下述条款由卖方出售、买方购买产品，特此签订本销售合同：

This Sales Contract is made by and between the Seller and Buyer, whereby the Seller agrees to sell and the Buyer agrees to buy the Products according to the terms and conditions stipulated below:

1. 生效条件 ENTER-INTO-FORCE CONDITION

1.1双方互相提供商业合作背景资料（原件扫描电子版）

Both parties will provide background information of business cooperation to each other (scanning copy), including:

1.1.1商业机构登记证或营业执照;

Business registration certificate or business license；

1.1.2银行账户开立证明;

Certificate of opening a bank account；

1.1.3法定授权文件签署人的证明文件。

The identity document of the signatory of the letter of authorization.

1.2 双方签署该份合同。

Both parties signed this Contract.

1.3本合同的有效期至【2023年12月27日】

This Contract shall be valid until【27th, Dec., 2023】

2. 产品及供应 PRODUCTS AND SUPPLIES

2.1 卖方同意向买方销售电子烟产品。

The Seller agrees to sell E-Cigarette Products to the Buyer.

2.2 买方禁止销售卖方产品的国家或地区在本合同附件二中进行约定。卖方有权单方面在合同履行期内修订附件二的禁售国家或地区清单，修订后的附件二清单通过甲方指定邮箱发出后即生效、对双方产生效力。

The countries or regions where the buyer forbids the seller's products to be sold shall be stipulated in Appendix 2 of this contract. The Seller shall have the right to unilaterally revise the list of prohibited countries or regions in Appendix 2 during the performance period of the contract. The revised list of Annex II shall come into force and have effect on both parties after it is sent through the mailbox designated by Party A.

2.3 买方按本合同附件一（销售订单）的模板向卖方下单，可通过以下三种方式择一或择多的方式进行：

The Buyer can issue an order to the Seller in one or more of following three ways according to the template of Appendix 1 (Sales Order):

2.3.1 使用合同第3条约定的电子邮箱发送邮件，经卖方邮件确认后即生效；

The email sent through the email address agreed in Article 3 shall come into force upon confirmation by the Seller via email;

2.3.2 使用合同第3条约定的即时聊天APP向【人员/账号】发送，经前述【人员/账号】回复确认后即生效；

Send the message to [person/account] via the instant chat APP as agreed in Article 3, which shall come into force upon the aforementioned reply and confirmation from [person/account];

2.3.3 使用书面方式（包括但不限于传真、邮寄等）按照合同第3条的约定，需经双方签章后才生效。

The written method (including but not limited to fax, mail, etc.) as agreed in Article 3 shall take effect only after being signed and sealed by both parties.

2.4 任何一方有需要，按自然月汇总要求对方提供该时段的所有订单签章，另一方有义务配合。

If necessary, either party shall collect and request the other party to provide all order signatures and seals for such period according to the calendar month, and the other party shall be obliged to cooperate.

3. 通知 NOTICE

3.1 所有通知按照对方提供的联系方式送达给另一方。一方应在变更后10日内通过电子邮件向另一方告知变更后的联系方式，并获接收方回复后视为有效变更。

All notice should be sent to the other party according to the given address. If there is any change in the address, the party should inform the other party of the changed address via e-mail within 10 days, and the change shall to be valid upon receiving a reply from the receiving party.

3.2【卖方信息，包括但不限于地址、电话、邮箱、联系人/收件人、即时APP账户】[Seller information, including but not limited to address, phone number, email, contact person/recipient, instant APP account]

|  |  |
| --- | --- |
| Address | 4th floor, Building A2, Shamin Maanshan Industrial Park, Wanfeng Anlang Road, Shajing Street, Bao'an District, Shenzhen City, Guangdong Province, China |
| Phone number | +86 19129945169 |
| Email | Supbarvape1@supbar.net |
| Contact person/Recipient | Kevin Zhao |
| Instant App Account | WhatsApp/WeChat: +86 19129945169 |

3.3【买方信息】[Buyer's information, including but not limited to address, phone number, email, contact person/recipient, instant APP account]

|  |  |
| --- | --- |
| Address | 566 hanworth road. Hounslow |
| Phone number | 07440222323 |
| Email | Mrsnarula27@gmail.com |
| Contact person/Recipient | Mr singh |
| Instant App Account | WeChat: baljinder12 |

4. 收付款 Collection and Payment

4.1 买方应当按照订单中约定的付款方式付款。

The Buyer shall pay in accordance with the terms of payment agreed in the order.

4.2 买方汇出货款时，汇出银行收取的费用由买方负责；卖方收货款时，收款银行收取的费用由卖方负责。

When the Buyer remits the payment, all bank costs charged by the remitting bank shall be borne by the Buyer. When the Seller receives the payment, all bank costs charged by the receiving bank shall be borne by the Seller.

4.3 买卖双方同意，与本协议有关的全部费用均应通过本协议第五条约定的指定银行账户进行收款与付款。若任何一方拟变更本协议第五条约定的收付款账户，则应以本协议附件中约定的格式书面通知对方变更后的银行账户信息，变更后的银行账户必须是以变更方公司的名称开立的银行账户，变更后的账户在变更方发出的书面通知得到对方书面确认后便可以启用。

Both parties agree that all expenses related to this Agreement shall be collected and paid through the designated bank account specified in Article 5 of this agreement. If either party intends to change the collection and payment account specified in Article 5 of this agreement, it shall notify the other party in writing of the changed bank account information in the format specified in the appendix to this agreement. The changed bank account must be a bank account opened in the name of the company of the changing party. The changed account can be used after the written notice given by the changing party has been confirmed by the other party in writing.

5. 银行信息 BANK INFORMATION

5.1 买方付款银行信息

The Buyer's bank information

Buyer(买方） :

Buyer's Bank name（买方银行名称):

Bank code(银行代码）:

Branch code（分行代码）:

Bank Account No（银行账号）:

SWIFT Code（银行国际代码）:

Bank Address（银行地址）：

5.2 卖方收款银行信息

The Seller’s bank information

Seller（卖方） : Shenzhen adwell Technology Co., Ltd.

Seller's Bank name（卖方银行名称）:CHINA MERCHANTS BANK SHAJING SUB-BRANCH

Bank code(银行代码）:

Branch code（分行代码）:

Bank Account No（银行账号）: 7559 6357 1332 506

SWIFT Code（银行国际代码）: CMBCCNBS050

Bank Address（银行地址）：1/F,XINGHE BLD CENTER ROAD

SHAJING STREET BAOAN SHENZHEN CITY CHINA

5.3 双方必须使用与合同主体保持一致的银行账户进行结算。

Both parties must use bank accounts consistent with the subject of the Contract for settlement.

6. 交货DELIVERY

6.1 交货的地点、交期由具体的订单规定。

The place and date of delivery shall be specified by the specific order.

6.2 除颜色变更外，卖方不接受买方任何关于订单的更改。买方所有变更要求需按照本合同3条的约定向卖方发出有效的通知。

Except for color change, the Seller will not accept any change of the order from the Buyer. All changes required by the Buyer shall be effectively notified to the Seller in accordance with clause 3 of this Contract.

6.3 与本合同和订单履行相关的事宜根据INCOTERMS2020版规定执行。无论采用任何贸易条款，卖方都有权利按照中国法律法规规定，在货物从中国出运时，使用卖方抬头进行出口申报，以确保卖方合理收汇及交易合规。

Matters related to the performance of this Contract and Order shall be governed by INCOTERMS2020. Regardless of the trade terms adopted, the Seller has the right to use the Seller's name for export declaration when the goods are shipped from China in accordance with Chinese laws and regulations, so as to ensure the seller's reasonable foreign exchange collection and transaction compliance.

7. 售后服务 AFTER-SALES SERVICE

7.1 在产品正常操作下使用，质量保证期限为6个月。自终端消费者收到产品之日起开始计算。

The warranty period is 6 months when the product is used under normal installation and operation. Counting from the date when the end consumer receives the product.

7.2 因卖方产品质量问题而引起的终端消费者向买方发起产品售后，买方应当提供相关照片、视频（有产品序列号）、故障原因等。卖方通过前述资料确认故障原因，经卖方确认属质量问题后，卖方将重新补货。

If the end consumer initiates the after-sale of the product to the Buyer due to the quality problem of the Seller's product, the Buyer shall provide the relevant photos, videos (with product serial number) and the cause of the failure. The Seller confirms the cause of the failure through the aforesaid information. The Seller will replenish the goods after confirming that it is a quality problem.

7.3 若买/卖方要求将问题产品发回中国，运费由买/卖方承担。

If the Buyer/Seller requires the defective products to be sent back to China, the Buyer/Seller shall bear the freight.

8. 违约 BREACH

8.1 如任何一方（以下简称为“违约方”）违反本合同及双方依据本合同所签署的订单的规定，另一方有权单方面终止本合同。

Any breach of the terms and conditions of this Contract or any orders signed according to this Contract by one party (the “Breaching Party”) shall entitle the other party the absolute right to terminate the Contract.

8.2 除不可抗力外，买方一旦支付定金，则此笔订单任何一方都不能单方面取消。

In the absence of force majeure, once the buyer pays the deposit, neither party can cancel the order of the deposit unilaterally.

8.2.1买方支付定金后，卖方在备好订单所需货品后通知买方支付剩余货款，若买方拒绝支付剩余货款，卖方有权处置订单中列明的产品并扣除全部定金。

After the Buyer pays the deposit, the Seller shall inform the Buyer to pay the remaining payment after the Seller has prepared the goods required for the order. If the Buyer refuses to pay the remaining payment, the Seller shall have the right to dispose of the products listed in the order and detain all the deposit paid by the Buyer.

8.2.2 卖方在收取买方定金后，按照订单制造出来的产品必须按照订单向买方交付，卖方不能单方面退还定金取消发货。

After the Seller receives the deposit from the Buyer, the products manufactured in accordance with the order must be delivered to the Buyer in accordance with the order, and the seller cannot unilaterally refund the deposit to cancel the delivery.

8.3 违约方向另一方的补偿将限于直接损失。而且在任何情况下，违约方的责任只限于订单合同总值。

The compensation of the defaulting party to the other party will be limited to direct losses. And in any case, the liability of the defaulting party is limited to the total value of the order and the contract.

9. 不可抗力 FORCE MAJEURE

9.1 不可抗力指超出合同某一方控制的无法预见的情况或任何无法避免的事件，即使可预见，由于该情况导致某一方不能履行本合同规定的全部或部分义务。这些情况包括但不限于任何的罢工、闭厂、爆炸、海上遇险、自然灾害、公敌的行为、火灾、洪水、战争、暴乱、暴动、重大政策变化、公共卫生危机或其它类似事件。

“Force Majeure” means any unforeseeable circumstance which is beyond the control of a Party, or any unavoidable event, even if foreseeable, as a result of which such Party is unable to perform its obligations, in whole or in part, under this Contract. Such circumstances include, but are not limited to, any strike, factory closure, explosion, maritime peril, natural disaster, fire, flood, war, riot, insurgence, national policies, major public health crisis, or any other similar event.

9.2 任何碰到不可抗力事件的一方都应立即书面通知另外一方并提供足够的不可抗力发生初期及持续的证据。在获得另一方书面批准后，上述义务将在此类不可抗力持续的时间段内暂停履行，而且履行这些义务的时间应该自动延长一直到不可抗力结束。受影响的一方不应对不可抗力期间发生的未履行义务的行为负责。

Should the affected party be prevented from performing its obligations hereunder due to any Force Majeure event, the said party shall immediately notify the other party, and to provide sufficient evidence proving the effect of the Force Majeure event thereof. Upon obtaining written approval of the other party, the said party’s obligations under this Contract shall be suspended during the continuation of such Force Majeure event, and the time for performing such obligations shall be extended automatically until the Force Majeure event ends. The affected Party shall not be liable for its non-performance during the force majeure event.

9.3 如果不可抗力时间持续时间超过90天且各方没有就解决办法达成合同，任何一方有权终止本合同。如果根据上述规定终止本合同，各方不应继续享受权利及履行义务。但是在本合同终止之前，其规定的权利和义务不受影响。

If the force majeure event lasts over ninety (90) days and the Parties do not reach any Contract on a just solution, any of the Parties shall be entitled to terminate this Contract. In case of termination of this Contract pursuant to the aforesaid provision, none of the Parties shall have any rights or obligations subsequent thereto, but the rights and obligations of each Party arising hereunder before such termination shall not be affected.

10. 适用法律及争议解决 GOVERNING LAW AND DISPUTE RESOLUTION

10.1 本合同的有效性、解释和履行受到中华人民共和国法律管辖

The validity, interpretation and implementation of this Contract shall be governed by the laws of People’s Republic of China.

10.2 双方同意对一切因执行和解释本合同条款所发生的争议，努力通过友好协商解决。在争议发生的通知之日起一个合理的时间内，最多不超过90天，协商不能取得对买卖双方都满意的结果时，则该争议应提交深圳国际仲裁院，仲裁地和开庭地在中国深圳，并依据申请仲裁时现行的仲裁规则进行。仲裁程序应以中文进行。该仲裁为终局裁决，对双方均有约束力。任何一方不得寻求法庭或其他机构更改仲裁裁决。仲裁费用除非另有约定，由败诉一方承担。

In the event of a dispute arises in relation to the interpretation of the implementation of this Contract, the parties shall attempt to resolve such dispute through friendly consultation. If the parties are unable to resolve any dispute in this manner within 90 days of such dispute arising, the dispute may be submitted to the Shenzhen Court of International Arbitration (SCIA). The arbitration place and the oral hearing place shall be in Shenzhen China. Such arbitration shall be governed by the prevailing rules and procedures of arbitration stipulated by SCIA. The arbitration institute shall be conducted in Chinese. Any award made by such arbitral tribunal shall be final and binding upon both parties, who whereby exclude any right of appeal to any court which might otherwise have jurisdiction in the matter. The arbitration fees shall be borne by the losing party unless otherwise agreed.

11. 补充说明 MISCELLANEOUS

11.1 本合同列出了本合同的完整条文以及双方的解释，并取代了本合同订立前所有的书面与口头约定，解释与沟通陈述。本协议的所有附件（包括在本协议有效期内甲方修订的附件）均是本协议不可分割的一部分，与本协议具有同等法律效力。

This Contract sets forth the entire Contract and understanding of Party A and Party B with respect to the subject matter hereof and supersedes all prior contemporaneous written or oral Contracts, understandings or representations which are not specifically contained herein. All attachments of this Agreement (including those revised attachments during the validity period of this Agreement) are an integral part of this Agreement and have the same legal effect as this agreement.

11.2 本合同未尽事项或任何条款的变更，应由各方另行协商一致后签订书面补充合同。双方通过电子邮件明确确认的事项，也可视为对本合同的变更或补充。

Amendments or supplements to this Contract shall be made only in writing and shall be effective only after signing by the Parties. Matters clearly confirmed by both parties via E-mail shall also be deemed as changes or supplements to this Contract.

11.3 本合同一式贰份，卖方、买方各持一份，每份具有同等法律效力。本合同用中英文制作，如有分歧，以中文为准。

This Contract is executed in duplicate. Each party keeps one copy, both copies being of the same authenticity. This Contract shall be executed in both English and Chinese. Should there be any discrepancy, Chinese version shall prevail.

卖方Seller: Shenzhen Adwell Technology Co., Ltd.

法定代表人（签字）Legal Representative：

日期 Date: 27th, Jun, 2023

买方**Buyer**: Mr singh

法定代表人/授权代表（签字）Legal/authorized Representative:

日期Date: 27th, Jun, 2023

**附录APPENDIX**

UK Exclusive Contract

1. 买方自签订本公司产品Mini Pot系列在英国市场独家代理，第一个订单MOQ必须达到50000支。目前我们全球每个市场的独家代理商条件是月销售数量需达到50万支。双方协商，现在是刚开始合作，我司给予买方半年的时间打开市场。特批英国市场的独家代理要求是每个月不少于30万支，如果半年之内销量达不到，我们需要重新协商。

The buyer has signed an exclusive agency for the Mini Pot series of our company's products in the UK market, and the MOQ for the first order must reach 50000 pieces.

At present, our exclusive agent condition for each market globally is that the monthly sales quantity must reach 500000 pieces. Both parties have negotiated that cooperation is just beginning, and our company has given the buyer six months to open the market. The exclusive agent requirement for the special approval of the UK market is not less than 300000 pieces per month. If the sales cannot be achieved within six months, we need to renegotiate.

1. 一旦买方下了第一笔订单（不少于50000支），在合同期内，卖方将无权向英国其他客户销售Supbar Mini Pot 8000和Supbar Mini Pot 10000。

Once the Buyer places the first order(no less than 50000 pieces), during the contract period, the Seller will have no right to sell Supbar mini pot 8000 and Supbar mini pot 10000 to other customers in the UK.

卖方Seller: Shenzhen Adwell Technology Co., Ltd.

法定代表人（签字）Legal Representative：

日期 Date: 27th, Jun, 2023

买方**Buyer**: Mr singh

法定代表人/授权代表（签字）Legal/authorized Representative:

日期Date: 27th, Jun, 2023