

# Trade Assurance Purchase Contract

## (this "Contract")

Order No. : 82715263501028130

Version: 20191104223253

Date:

Seller's Registered Company Name: Xuzhou Xingjin Glasses Products Co., Ltd.

Buyer's Registered Company Name/Contact Name : nocompany

Seller's Registered Company Address: 2-1118, Building 1, 2, 3, 5 And 8, Wanda Plaza, Tongshan District, Xuzhou, Jiangsu, CN

Buyer's Registered Company Address/Shipping Address: ZR

Email: lucy@xingjinglass.com

Email: tshimangamarco@gmail.com

## Important Conditions

By logging onto the Alibaba.com international platform, and clicking and agreeing to this Contract, both Buyer and Seller acknowledge, agree and confirm to be bound by the terms and conditions of this Contract and the applicable "[Trade Assurance Services Rules](#)", including in particular those terms which are in bold and underlined. Unless otherwise defined herein, capitalized terms used in this Contract shall have the same meaning as those defined in the applicable "[Trade Assurance Services Rules](#)".

## Contract Terms

Seller agrees to provide Trade Assurance Services to Buyer pursuant to this Contract. Seller hereby agrees to sell, and Buyer agrees to purchase, the products of Seller under the terms and conditions set forth in this Contract. Each of Seller and Buyer represents and warrants that it has obtained all necessary rights and authorizations to sell (in the case of Seller) or purchase (in the case of Buyer) the products respectively pursuant to this Contract.

### 1. Trade Terms

Trade Terms (Incoterms 2010) :

## 2. Products

No.	Product Name	Product Description and Specifications	Product SKU	Quantity	Unit	Unit Price	Contract Sum
1	Best Discount For New PlayStation 5 Digital Edition PS5 Console Disk Version Standard Blu Ray with 5 Free Games and 2 Controller		Color:White	2.00	Pieces	USD 200.00	USD 400.00

Discount (if any):	USD 0.00	Shipping Fee:	USD 0.00
		Total Amount:	USD 400.00

attachment files :

## 3. Delivery Terms

- 3.1 Shipping Address: marco,+27-727408325,  
80, Camp Ground Rd,16,Cape Town,Western Cape,South Africa,7700
- 3.2 Transportation Method: Express
- 3.3 Shipping Fee: The shipping fee for this Contract is USD 0.00
- 3.4 Insurance charges: The insurance charges for this Contract is USD 0.00

3.5 Shipment Date\* :\*Shipment Date refers to such date as indicated for completion of the shipping out of Products at the Port/Place of Loading or pickup of the express delivery of the Products

Seller should ship out Products at the designated Port/Place of Loading within 3 calendar day(s) after receiving Total Amount.

3.6 Identification of Actual Date of Shipment: Unless otherwise mutually agreed by the Buyer and Seller, for the purposes of the Trade Assurance Terms of this Contract, the date of shipment according to the records of the Alibaba.com transaction system, except where Seller provides original conclusive information on date of shipment to the contrary (in which case such information shall prevail).

3.7 Port / Place of Destination Tips: Ports / Places of Destination in Iran, North Korea, Syria, Cuba, Sudan, Egypt and the Crimea region are not currently covered by Trade Assurance.

## 4. Payment Terms

- 4.1 Total Amount: The Total Amount for this Contract is USD 400.00
- 4.2 Deposit before Shipment (if applicable): The Deposit (if applicable) before shipment for this Contract is USD 0.00
- 4.3 Discount: The Discount for this Contract is USD 0.00
- 4.4 Remaining Balance(if applicable):  
The Remaining Balance (if applicable) to this Contract shall be USD 0.00. Seller retains all ownership to the Product before Buyer completes payment of the Balance Amount (if applicable) under this Contract unless otherwise agreed between the Seller and Buyer, in which case Seller and Buyer shall act accordingly to such alternative arrangements.
- 4.5 Payment Method : Remittance to be made through those Payment Methods supported by Alibaba.com to the designated Beneficiary Bank Account under this Contract.
- 4.6 Deadline of Payment of Deposit by Buyer (if applicable): Buyer must remit the Deposit (if applicable) to the Beneficiary Bank Account set forth in this Contract within 15 days (with the 15th day inclusive) from the date both Seller and Buyer have executed this Contract and before shipment, otherwise Seller shall have the right to unilaterally terminate this Contract.
- 4.7 Deadline for paying Remaining Balance by Buyer(if applicable): Unless otherwise mutually agreed between Seller and Buyer, Buyer shall pay the full amount of the Remaining Balance (if applicable) upon receiving the copy of bill of lading (or other delivery voucher).
- 4.8 Bank Charges : Buyer shall bear any and all relevant bank charges.

## 5. Liquidated Damages

- 5.1 Unless otherwise provided in this Contract, or unless Buyer and Seller have agreed otherwise, Buyer's unilateral termination of this Contract without cause and/or failure to pay the Remaining Balance in accordance with this Contract shall constitute a material breach of this Contract. If both Buyer and Seller have separately agreed on a sum to be paid as liquidated damages pursuant to the breach, such sum shall be remitted to the Beneficiary Bank Account under this Contract or deducted directly from any and all Payment that has been received by Seller.
- 5.2 Unless otherwise agreed by both Buyer and Seller, if the events of breach under the "Trade Assurance Terms" section (Section 6) occurs after Buyer pays the Deposit (if applicable) in full, this Contract shall be terminated accordingly and Seller shall bear the relevant liability as agreed.

## 6. Trade Assurance Terms

### 6.1 Trade Assurance Amount:

The Trade Assurance Amount for this Contract is USD 400.00

Trade Assurance Amount (as defined in the applicable "[Trade Assurance Services Rules](#)")

## 6.2 Trade Assurance Scope:

Trade Assurance until 30 days (inclusive of the 30th day) after the Date of the Confirmed Receipt of the Products

\*See Section 6.3 for detailed terms and conditions.

## 6.3 Trade Assurance Obligations: 6.3.1 Seller agrees to be liable for Trade Assurance Obligations if the Seller commits any of the following breaches:

(1) Shipping out Products later than Shipment Date in section 3.5 or did not ship out the Products at all; or

(2) Failing to: (i) deliver Products in compliance with the Product Description and Specifications, or (ii) provide valid documentation in support of change of ownership of the Products to the Buyer, or (iii) provide valid documentation including but not limited to corresponding invoice (or certification) in support of delivery, or (iv) commits any other material breach of this Contract, either (i) to (iv) scenario resulting in a material damage to the value of the Products or the commercial objective known or should be known to both Seller and Buyer becoming unachievable.

6.3.2 Upon the occurrence of (1) or (2) of above 6.3.1, Seller shall assume the following Trade Assurance Obligations:

Seller agrees to fully refund the Contract Sum received by the Seller or an amount mutually agreed upon by the Buyer and Seller (in accordance with the system records of the Complaints Platform), or other amount as designated by Alibaba.com (Partial refund shall be conditional upon the Buyer's acceptance of the Seller's act of breach of contract).

6.3.3 If Buyer has not paid the Remaining Balance in accordance with the terms of this Contract, the Seller's Trade Assurance Obligations under the Contract shall be corresponded to payment of the purchase price received by the Seller.

## 6.4 Refund on behalf of the Seller : If Buyer submits a request to Alibaba.com for Dispute Determination in accordance with the terms of applicable " [Trade Assurance Services Rules](#)" during the corresponding Claim Period, and the determination of Alibaba.com confirms that Seller has committed a breach of any of the conditions in sections 6.3.1(1), (2) or (3), then Buyer may receive refund to be paid for and on behalf of the Seller in accordance with the terms and conditions of the applicable " [Trade Assurance Services Rules](#) " subject to the Trade Assurance Amount specified in this Contract. When the Trade Assurance Amount is zero (0) as agreed under section 6.1, Seller shall itself refund payment to Buyer.

## 6.5 Claim Period:

Buyer must submit a request to Alibaba.com for Dispute Determination (section 6.6) within the applicable Claim Period set out below, failing which, Alibaba.com shall have no obligation to make any refunds for and on behalf of Seller (unless Alibaba.com in its sole discretion decides to extend the Claim Period).

6.5.1 Where the Buyer complains the Seller of breaches sections 6.3.1 (1) and/or (2), the Buyer shall lodge a dispute claim no later than 30 days (inclusive of the 30th day) after the Date of Confirmed Receipt of the Products. 6.5.2 Date of Confirmed Receipt of the Products means either (1) the day when the Buyer clicks "Confirm" on the order system to confirm the receipt of the Products or (2) if the buyer did not click "Confirm" in the order system, then depending on which shipment method, should be no later than the following days after the Actual Date of Shipment (i) by express: 15 days; (ii) by air freight: 30 days; (iii) by land transportation, sea freight or postal parcel: 60 days; (iv) from overseas warehouse: 10 days. For the avoidance of doubt, the system's default Date of Confirmed Receipt shall only apply upon (i) receipt of Products or (ii) where there is no logistics status available. Where the logistics status states that the Products are still being delivered, the Date of Confirmed Receipt shall only be the day when the Buyer clicks "Confirm" on the order system to confirm the receipt of the Products. Where there is only partial shipment of the Products, the Claim Period shall commence on the Shipment Date of the final consignment of the remaining Products.

#### 6.6 Dispute Determination :

If Seller refused to fulfill the "Trade Assurance Terms", Buyer may submit a request to Alibaba.com for dispute determination in accordance with the terms of "[Trade Assurance Services Rules](#)". Each of the Buyer and Seller agrees to abide by the terms and conditions of the "[Trade Assurance Services Rules](#)" (including those versions updated from time to time).

## 7. Insurance

Unless otherwise agreed by both Buyer and Seller, if the Trade Terms selected for this Contract is Free on Board (FOB) or Cost and Freight (CFR), then insurance is to be effected by Buyer at Buyer's cost. Alternatively if the Trade Terms selected for this Contract is Cost, Insurance and Freight (CIF), then Seller must obtain insurance for the shipment at Seller's cost.

## 8. Product Inspection

If Buyer and Seller agreed to arrange for the products go through a product inspection process, the parties may agree on the terms of the inspection, such as method, inspection institution, fees, and etc., by way of a supplemental agreement. If both Parties have agreed "Inspection & Logistics Service Trade Assurance", Buyer shall also be entitled to have the Products inspected before shipping (and Seller shall provide all necessary assistance to complete the relevant inspection so that the shipping of Products remains unaffected), so that Buyer can benefit from information relating to the inspection and shipping of the Products.

## 9. Force Majeure

If either Buyer or Seller is unable to perform or delayed in performing its obligations under this Contract due to events beyond its reasonable control (including but not limited to war, industry actions, acts of God, breakdown of network or public utilities), the party encountering such events shall not be liable thereto.

## 10. Termination

10.1 Either Buyer or Seller may terminate this Contract without liability to the other party if the Contract is terminated as follows:

- a) Seller terminates this Contract before Buyer has paid the Deposit or Total Amount (as applicable);**
- b) Seller terminates this Contract after returning Deposit (if applicable) to Buyer, and if other sums have also been received by Seller, such other sums received as well, in accordance with this Contract; or**
- c) This Contract is terminated in accordance with other terms agreed by both parties in writing.**

10.2 Unless otherwise expressly provided in this Contract, neither Buyer nor Seller may unilaterally terminate this Contract.

10.3 Upon termination of this Contract, the Seller and Buyer shall agree in writing on such other terms not explicitly set out in this Contract (such as, but not limited to, any arrangements relating to return of Products).

## 11. Tax

Unless otherwise agreed, all amounts required to be paid by Seller or Alibaba.com under the "Trade Assurance Services Rules" do not include any taxes, duties or other assessments levied or based upon such amounts. Buyer shall be responsible for all such taxes, duties, other assessments due under this Agreement and on all amounts payable hereunder. Taxes will be added to the amounts payable by Buyer to Seller or Alibaba.com (as the case may be) as applicable and as required by law such that the net amount actually received by Seller or Alibaba.com (as the case may be) equals the full amount of the payment due hereunder. For greater certainty, Taxes will not be added to the amounts payable by Buyer to Seller or Alibaba.com (as the case may be) where Buyer has provided with evidence to Seller's or Alibaba.com's (as the case may be) satisfaction of a lawful and applicable exemption for such Taxes.

If Buyer is or may be required under any law or regulation of any governmental entity or authority, domestic or foreign, to withhold or deduct any withholding tax from any amount due to Seller or Alibaba.com pursuant to this Agreement,

the amount payable by Buyer shall be increased to the extent necessary to ensure that after making such deduction or withholding, Seller or Alibaba.com (as the case may be) receives and retains a net sum equal to the sum it would have received but for such deduction or withholding being required. Buyer shall promptly deliver to Seller or Alibaba.com (as the case may be) all receipts and/or certificates or other proof evidencing the amounts (if any) paid in respect of any such deduction or withholding. In determining whether and to what extent a deduction or withholding of tax is required by law, the Parties shall cooperate with each other and with Alibaba.com and use their reasonable efforts to apply for any exemption, and shall bear their respective cost and expenses in this regard.

The Buyer and the Seller shall each be responsible for the direct tax liability imposed on its own net income, unless otherwise agreed between the Buyer and the Seller.

Buyer shall be responsible for the payment of all other taxes including the local levies imposed by any relevant government authority in connection with Alibaba.com's provision of any services relating to this Contract. Buyer agrees to execute any and all documents with the Seller or such party as the Seller designated for the benefit of Alibaba.com to give effect to this provision.

If Seller or Buyer under this transaction is subject to any tax (such as US State Sales Tax) obligation or liability under any law or regulation of any local or non-local taxation authority of any jurisdiction, Seller or Buyer shall independently assume such obligation or liability, and Alibaba.com does not assume any tax obligation or liability attributable to Seller or Buyer. For the overseas warehouse goods, Seller shall be responsible independently for the processing fee and related taxes (including but not limited to customs duties) in relation to the import, customs clearance, logistics of goods. Alibaba.com does not assume any obligation or liability for the responsibility and expense for the Seller's goods.

"Taxes" refer to all federal, state, provincial, territorial, county, municipal, local, or foreign taxes and fees, including but not limited to sales, use, license, excise, goods and services, value added, stamp or transfer taxes, duties, imposts, levies, assessments, tariffs, fees, charges or withholdings of any nature whatsoever levied, imposed, assessed or collected by a taxation authority together with all interest, penalties, fines, or other additional amounts imposed in respect thereof, but for greater certainty excludes any of the foregoing which are (i) based on gross or net income, (ii) franchise tax, or (iii) property, personal property, or rental taxes (collectively referred to as "Excluded Taxes"). Each party shall be responsible for any and all Excluded Taxes that it is liable for under applicable law.

"Taxation Authority" refers to any government, state, municipality or any local, provincial, state or other fiscal, customs, excise or taxing authority, body or official anywhere in the world with responsibility for, and competency to, impose, collect, audit, assess, administer or levy any Taxes or make any decision or ruling in respect of any Taxes.

## 12. Other conventions

- 12.1 Limitation of Liability: TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS OR REVENUE, INTERRUPTION OF BUSINESS, LOSS OF BUSINESS INFORMATION OR DATA, ETC) ARISING IN CONNECTION WITH THIS CONTRACT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR EVEN IF THE POSSIBILITY OF SUCH DAMAGES IS FORESEEABLE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EITHER PARTY'S AGGREGATE LIABILITY UNDER THIS CONTRACT SHALL NOT EXCEED THE TOTAL ORDER AMOUNT OF THIS CONTRACT.
- 12.2 Governing Law: This Contract shall be governed by and construed in accordance with the laws of the People's Republic of China without recourse to its conflict of laws principles.
- 12.3 Disputes : Any dispute between both parties that arise out of this Contract (the "Dispute") shall first be resolved amicably by negotiation. The parties agree to submit a request to Alibaba.com for dispute determination in the event that both parties fail to reach a settlement on the Dispute. If either party does not agree to the final determination or decision made by Alibaba.com in connection with the Dispute, the Dispute may be referred to and resolved by arbitration at the Shenzhen Court of International Arbitration, and the party should inform alibaba.com.

- 12.4 Notice : Any and all notice and other communications in respect of this Contract shall be in writing in English and sent by email, or international express courier to the address of the other party stated in this Contract. Any changes to the address shall be notified to the other party within five (5) calendar days from the date the change has taken effect. Unless otherwise provided in this Contract or in the "[Trade Assurance Services Rules](#)", any notice given pursuant to this clause shall be deemed effective if: i) delivered by email, when the email is successfully sent; ii) if sent by international express courier, when the courier has been received by the recipient.
- 12.5 Contract Term : This Contract is established from the time Buyer has clicked "confirm Contract" on the Alibaba.com.  
This Contract shall take effect from the time Buyer had remitted the Deposit or the Total Amount (as applicable) to Seller in accordance with Contract.
- 12.6 Electronic Order : This Contract constitutes an electronic Contract between Seller and Buyer and shall have the same validity and binding effect as if the Contract is executed by both parties on paper.
- 12.7 Export and Import Agent : Seller may agree separately on the rights and obligations for its import and export agent in fulfilling the relevant obligations pursuant to this Contract. Seller shall be liable for any acts committed by its import and export agent for any obligations that are performed by the agent for and on behalf of Seller in connection with this Contract.
- 12.8 Other Provisions : Neither party may assign this Contract, in whole or in part, to any third party. In the event of any inconsistency between the Chinese and English versions of this Contract, the English version shall prevail.
- 12.9 Remarks :

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