

## COMMERCIAL OFFER

COMPLETE PROJECT OFFER FOR 6TPH Mash & Pellet Feed System

# HIDASE SHARE COMPANY

Rev.001

Date: 21-Nov-23



To: HIDASE SHARE COMPANY  
Addr: woreda 10, Bole sub-city Adis Ababa, Ethiopia

Supplier: Famsun Co., Ltd.  
Addr: No.1 Huasheng Road, Yangzhou  
Jiangsu China, 225127  
Tel: 008613616296397  
Mail: [Lhv@famsungroup.com](mailto:Lhv@famsungroup.com)

FAMSUN thank you sincerely for your enquiry, with pleasure to offer you FAMSUN products with reference to our general delivery conditions:

## Summary

CODE	DESCRIPTION	POWER KW	AMOUNT USD
	RAW MATERIAL SYSTEM	3.87	15,157.00
	GRINDING SYSTEM	55.65	15,438.00
	DOSING SYSTEM	28.00	39,331.00
	MIXING SYSTEM	68.75	97,667.00
	PELLETING SYSTEM	102.00	77,924.00
	FINISH PRODUCT SYSTEM	0.75	17,883.00
	AUXILIARIES	13.00	45,572.00
	MISCELLANEOUS		22,328.00
	ELECTRICITY AND CONTROL SYSTEM		45,118.00
	STEEL STRUCTURE FOR WORKSHOP		136,522.00
	SPARE PARTS		22,575.00
	EX-WORK PRICE	272.02	535,515.00
	PACKING COST AND INLAND FREIGHT TO YANGZHOU PORT		13,769.00
	ENGINEERING AND SERVICE		50,725.00
	FOB YANGZHOU PORT		600,009.00

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## TERMS OF PAYMENT

20% of contract price paid by TT within 7 calendar days after signing the Contract as down payment ;  
80%of contract price will be deferred two-year payment

## TIME OF DELIVERY

- Shipment time within 130 days upon receiving the first payment, and 100 days upon confirmed the drawing and technical point for the project ;

[Note: Delivery time means the time between the initiation and completion of a production process (Ready for shipment)]

## BANK INFORMATION

BANK OF CHINA NUMBER:

Beneficiary's Account:462471186149 (USD)

Beneficiary's Account:511871194361 (EUR)

Beneficiary's Account:500170781888 (RMB)

Beneficiary's Bank:Bank Of China, Yangzhou Development Zone Sub-branch

SWIFT Code:BKCHCNBJ95H

## Note

FAMSUN engineer keep the right to adjust some process or equipments parameters for optimal plant design;

## VALIDITY OF QUOTATION

Valid: 31-Dec-23

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Provider

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Buyer

Famsun Co., Ltd.

CODE	DESCRIPTION	MODEL	Q'ty	POWER		AMOUNT(USD)		LATEST DELIVERY DATE
				UNIT	TOTAL	UNIT	TOTAL	
RAW MATERIAL SYSTEM								
R0101	PIT RECEIVER HOPPER	P_TGSSP16-18	1			1444	1,444.00	2024/3/20
R0102	BUCKET ELEVATOR	TDTG30/19_T_C	1	2.2	2.2	6754	6,754.00	2024/3/20
R0103	PULSE JET DUST COLLECTOR	BLMB4	1	0.75	0.75	1537	1,537.00	2024/3/20
R0104	DRUM PRECLEANER	TCQY63	1	0.55	0.55	1711	1,711.00	2024/3/20
R0105	PERMANENT MAGNET SLEEVE	TCXT20	1			1131	1,131.00	2024/3/20
R0106	ROTARY DISTRIBUTOR	TFPX8-200	1	0.37	0.37	2580	2,580.00	2024/3/20
SUBTOTAL					3.87		15,157.00	
GRINDING SYSTEM								
G0101	SURGE HOPPER	WGXL_V0078	1			290	290.00	2024/3/20
G0102	LEVEL INDICATOR	SE3800ECRF	1			218	218.00	2024/3/20
G0103	PNEUMATIC HAMMER	BAH-40KA	1			363	363.00	2024/3/20
G0104	PNEUMATIC GATE	TZMQ40×40	1			606	606.00	2024/3/20
G0105	HAMMERMILL FEEDING HOPPER	P_TWLY20x30/25x30	1			111	111.00	2024/3/20
G0106	IMPELLER FEEDER	TWLY20×30	1	0.75	0.75	2000	2,000.00	2024/3/20
G0107	HAMMERMILL	SFSP56×40	1	45	45	5479	5,479.00	2024/3/20
G0108	HAMMERMILL SITE CONTROL BOX	JB-SFSP	1			116	116.00	2024/3/20
G0109	PULSE JET DUST COLLECTOR	BLMB12	1	2.2	2.2	2174	2,174.00	2024/3/20
G0110	MANUAL BUTTERFLY VALVE	SDF200	1			37	37.00	2024/3/20
G0111	AIR FABN	6-30-5C	1	5.5	5.5	664	664.00	2024/3/20
G0112	MUFFLER	XSQF250	1			118	118.00	2024/3/20
G0113	SEDINMENT CHAMBER	SEDINMENT CHAMBER	1			1305	1,305.00	2024/3/20
G0114	SCREW CONVEYOR	LSGF20	1	2.2	2.2	1957	1,957.00	2024/3/20
SUBTOTAL					55.65		15,438.00	
DOSING SYSTEM								
D01-D08	BATCHING BIN	Num:8	8				6,760.00	2024/3/20
(D01-D08)	LEVEL INDICATOR	SE130EGMA	8			290	2,320.00	2024/3/20
(D01-D08)	LEVEL INDICATOR	SE3820ECRF	8			218	1,744.00	2024/3/20

CODE	DESCRIPTION	MODEL	Q'ty	POWER		AMOUNT(USD)		LATEST DELIVERY DATE
				UNIT	TOTAL	UNIT	TOTAL	
(D01-D08)	PNEUMATIC HAMMER	BAH-60KA	8			363	2,904.00	2024/3/20
(D01-D08)	SCREW FEEDER	LSUW20	3	3	9	1450	4,350.00	2024/3/20
(D01-D08)	SCREW FEEDER	LSUW25	2	4	8	1595	3,190.00	2024/3/20
(D01-D08)	SCREW FEEDER	LSUW16	3	2.2	6.6	1232	3,696.00	2024/3/20
B0101	BATCHING SCALE	PLDY500	1			3377	3,377.00	2024/3/20
B0102	PNEUMATIC BATTERFLY VALVE	DN200	1			269	269.00	2024/3/20
B0103	MIXER SURGE HOPPER	P_SJHS1B	1			545	545.00	2024/3/20
B0104	PNEUMATIC HAMMER	BAH-40KA	1			363	363.00	2024/3/20
B0105	LEVEL INDICATOR	SE3820ECRF	1			218	218.00	2024/3/20
B0106	CHAIN CONVEYOR	TGSP16_C	1	2.2	2.2	2841	2,841.00	2024/3/20
B0107	BUCKET ELEVATOR	TDTG30/19_T_C	1	2.2	2.2	6754	6,754.00	2024/3/20
SUBTOTAL				28.00		39,331.00		

MIXING SYSTEM

M0101	SURGE HOPPER	WGXL_V0078	1			290	290.00	2024/3/20
M0102	LEVEL INDICATOR	SE3800ECRF	1			218	218.00	2024/3/20
M0103	PNEUMATIC HAMMER	BAH-40KA	1			363	363.00	2024/3/20
M0104	PNEUMATIC GATE	TZMQ40×40	1			606	606.00	2024/3/20
M0105	PULSE JET DUST COLLECTOR	BLMB4	1	0.75	0.75	1537	1,537.00	2024/3/20
M0106	MICRO-ADDING HOPPER	P_TBLMB4A	1			479	479.00	2024/3/20
M0107	PNEUMATIC BATTERFLY VALVE	DN250	1			356	356.00	2024/3/20
M0108	SINGLE SHAFT DOUBLE-CIRCLE PADDLE MIXER	SJHS1	1	15	15	8812	8,812.00	2024/3/20
M0109	LIQUID PUMPING SYSTEM	MSBS40	1	2.2	2.2	1740	1,740.00	2024/3/20
M0110	LIQUID TANK	MSYG1	1			2319	2,319.00	2024/3/20
M0111	LIQUID PUMPING SYSTEM	MSBS40	1	2.2	2.2	1740	1,740.00	2024/3/20
M0112	LIQUID METERING PIPELINE	MSGL15	1			1885	1,885.00	2024/3/20
M0113	MIXER SURGE HOPPER	P_SJHS1B	1			545	545.00	2024/3/20
M0114	PNEUMATIC HAMMER	BAH-40KA	1			363	363.00	2024/3/20
M0115	LEVEL INDICATOR	SE3820ECRF	1			218	218.00	2024/3/20

CODE	DESCRIPTION	MODEL	Q'ty	POWER		AMOUNT(USD)		LATEST DELIVERY DATE
				UNIT	TOTAL	UNIT	TOTAL	
M0116	CHAIN CONVEYOR	TGSP16_C	1	2.2	2.2	2841	2,841.00	2024/3/20
M0117	BUCKET ELEVATOR	TDTG30/19_T_C	1	2.2	2.2	6754	6,754.00	2024/3/20
M0118	ROUND PNEUMATIC 2-WAY VALVE	BDQY20×20/30°	1			432	432.00	2024/3/20
M0119	SURGE HOPPER	WGXL_V0078	1			203	203.00	2024/3/20
M0120	LEVEL INDICATOR	SE3820ECRF	1			218	218.00	2024/3/20
M0121	MOLASSES PADDLE MIXER	STHJ35×200	1	33	33	8696	8,696.00	2024/3/20
M0122	LIQUID METERING PIPELINE	MSG15	1			15102	15,102.00	2024/3/20
M0123	LIQUID PUMPING SYSTEM	MSBS40	1	3	3	9421	9,421.00	2024/3/20
M0124	LIQUID TANK	MSYG1	1	3	3	11015	11,015.00	2024/3/20
M0125	LIQUID PUMPING SYSTEM	MSBS40	1	3	3	9421	9,421.00	2024/3/20
M0126	LIQUID TANK	MSYG1	1			4972	4,972.00	2024/3/20
M0127	STEAM PIPELINE	ACAB5T_300-400Kg/h_YT	1			3587	3,587.00	2024/3/20
M0128	ROUND PNEUMATIC 2-WAY VALVE	BDQY20×20/30°	1			432	432.00	2024/3/20
M0129	CHAIN CONVEYOR	TGSP16_C	1	2.2	2.2	3102	3,102.00	2024/3/20
SUBTOTAL					68.75		97,667.00	

PELLETING SYSTEM

P01	PELLETING BIN	Num:1	1				1,690.00	2024/3/20
(P01)	LEVEL INDICATOR	SE130EGMA	1			290	290.00	2024/3/20
(P01)	LEVEL INDICATOR	SE3820ECRF	1			218	218.00	2024/3/20
(P01)	PNEUMATIC HAMMER	BAH-60KA	1			363	363.00	2024/3/20
(P01)	PNEUMATIC GATE	TZMQ50×50	1			766	766.00	2024/3/20
P0101	PELLET MILL FEEDING HOPPER	P_MUWL420	1			1006	1,006.00	2024/3/20
P0102	LEVEL INDICATOR	SE3820ECRF	1			218	218.00	2024/3/20
P0103	PNEUMATIC HAMMER	BAH-40KA	1			363	363.00	2024/3/20
P0104	FEEDER	MUWL420	1	1.5	1.5	2261	2,261.00	2024/3/20
P0105	PADDLE TYPE CONDITIONER	MUTZ420×2	1	15	15	11247	11,247.00	2024/3/20
P0106	PELLET MILL	SZLH420×160	1	100	100	17102	17,102.00	2024/3/20
P0107	PELLET MILL DISCHARGE HOPPER	P_SZLH350x100	1			114	114.00	2024/3/20

CODE	DESCRIPTION	MODEL	Q'ty	POWER		AMOUNT(USD)		LATEST DELIVERY DATE
				UNIT	TOTAL	UNIT	TOTAL	
P0108	PELLET MILL SITE CONTROL BOX	JB-SZLH-LED	1			1247	1,247.00	2024/3/20
P0109	STEAM PIPELINE	ACAB5T_300-400Kg/h_JT	1			7939	7,939.00	2024/3/20
P0110	AIR LOCK	SGFY28	1	0.75	0.75	1711	1,711.00	2024/3/20
P0111	COUNTERFLOW COOLER	SKLN16×16	1	0.75	0.75	7174	7,174.00	2024/3/20
P0112	CRUMBLER	MUSL20×80	1	7.5	7.5	4145	4,145.00	2024/3/20
P0113	CYCLONE	SKLX55-1000_C	1			405	405.00	2024/3/20
P0114	GF AIRLOCK	GFWZY-12-1.1kW	1	1.1	1.1	373	373.00	2024/3/20
P0115	MANUAL BUTTERFLY VALVE	SDFS34	1			182	182.00	2024/3/20
P0116	VENTILATION PIPE SYSTEM	CV-001	1			2899	2,899.00	2024/3/20
P0117	CENTRIFUGAL FAN	SFJ99-3.6C-11kW	1	11	11	1969	1,969.00	2024/3/20
P0118	MUFFLER	XSQF340	1			258	258.00	2024/3/20
P0119	BUCKET ELEVATOR	TDTG30/19_T_C	1	2.2	2.2	6754	6,754.00	2024/3/20
P0120	ROTA-SHAKE SIFTER	SFJH80×2	1	2.2	2.2	6798	6,798.00	2024/3/20
P0121	ROUND PNEUMATIC 2-WAY VALVE	BDQY20×20/30°	1			432	432.00	2024/3/20
SUBTOTAL					142.00		77,924.00	
FINISH PRODUCT SYSTEM								
B01-B02	FINISHED PRODUCT BIN	Num:2	2				3,380.00	2024/3/20
(B01-B02)	LEVEL INDICATOR	SE130EGMA	2			290	580.00	2024/3/20
(B01-B02)	LEVEL INDICATOR	SE3820ECRF	2			218	436.00	2024/3/20
(B01-B02)	PNEUMATIC GATE	TZMQ40×40	2			606	1,212.00	2024/3/20
F0101	BAGGING MACHINE SURGE HOPPER	PDC-III	1			231	231.00	2024/3/20
F0102	LEVEL INDICATOR	SE130BGMA	1			653	653.00	2024/3/20
F0103	BELT FEEDING SINGLE HOPPER SCALE	PDC50_III	1	0.75	0.75	8406	8,406.00	2024/3/20
F0104	BAG CONVEYOR	PDSS3500TS	1			1856	1,856.00	2024/3/20
F0105	MOBILE SEWING MACHINE	GK35-6A	1			1129	1,129.00	2024/3/20
SUBTOTAL					0.75		17,883.00	

AUXILIARIES

CODE	DESCRIPTION	MODEL	Q'ty	POWER		AMOUNT(USD)		LATEST DELIVERY DATE
				UNIT	TOTAL	UNIT	TOTAL	
A0101	ELECTRIC HOIST	ACAE	1	5.5	5.5	7682	7,682.00	2024/3/20
A0102	AIR COPRESSOR SYSTEM	GA11-8.5	1	7.5	7.5	7801	7,801.00	2024/3/20
A0103	STEAM BOILER	WNS0.5-1.0-Y	1			30089	30,089.00	2024/3/20
SUBTOTAL					13.00		45,572.00	
Miscellaneous								
MIS01	PREFABRICATED PARTS		1			7921	7921	2024/3/20
MIS02	MATERIAL FOR SITE FABRICATION & EQUIPMENTS CONECTION		1			9725	9725	2024/3/20
MIS03	COMPRESSED AIR DISTRIBUTION NETWORK		1			2534	2534	2024/3/20
MIS04	LIQUID DISTRIBUTION NETWORK		1			2148	2148	2024/3/20
SUBTOTAL							22,328.00	
Steel Structure for Workshop								
SS01	FEED MILL WORKSHOP		1			136522	136522	2024/3/20
SUBTOTAL							136,522.00	
Electricity and Control System								
CS01	MCC PANELS		1			16131	16131	2024/3/20
CS01.1	• SIEMENS OR SAME LEVEL BRAND FREQUENCY INVERTER						N/A	
CS01.2	• SCHNEIDER OR SAME LEVEL BRAND SOFT START						N/A	
CS02	PLC PANELS		1			4783	4783	2024/3/20
CS03	MYCOS Control System		1			4798	4798	2024/3/20
CS04	COMPUTER STATION		1			3348	3348	2024/3/20
CS05	WIRE, CABLE AND TRAYS		1			16058	16058	2024/3/20
SUBTOTAL							45,118.00	
Spare Parts								
	SPARE PARTS						22,575.00	2024/3/20
SUBTOTAL							22,575.00	
Engineering and Service								
ENG01	SUPERVISION FOR PROJECT QUALITY CONTROL		1			36232	36232	2024/3/20
ENG02	COMMISSIONING AND TRAINING		1			14493	14493	2024/3/20



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**SHIPPING DOCUMENTS**

- 3/3 full sets of clean on board Ocean Bill of Lading marked "Freight Prepaid".
- 3 sets original Commercial Invoice issued by the Seller clearly noted Description of the equipment Value, details and paid amount, note Contract Number.
- 3 sets original Packing List showing content of each package, Machine Description, Gross Weight, Dimension and Quantity.
- If CIF, Original full set of Insurance Policy covering all risk for 110% of the Invoice value, showing claim payable in destination port.
- Certification of Original issued by China Council for the Promotion of International Trade (CCPIT) (1 original and 3 copies).
- Certificate of Quality issued by manufacturer (3/3 full sets).

**PRICING TERMS:**

- Price quoted in **USD** against items, quantity & services are stated here.
- The price shall be increased or decreased accordingly for any addition or deletion of machine, equipment and service.
- This price should be in the strict safety condition. Can not show or disclose to uninvolved person.
- The Seller will deliver the equipments on the INCOTERMS 2010 .

**EXCLUSIONS**

The above price quoted strictly on the above items describe EXCLUDE the following or any item NOT specify:

**Freight Dues**

Duty, landing fees, taxes or charges of any kind that might arise out of China

All Inspection fee incurred by the equipment

Any local and foreign bank charges

Fees for obtaining (temporary) import permits and/ or licenses of Seller's Installation Equipment, visa and/or work permits required in the Country for Seller's personnel and any further authorizations, consents and/ or approvals necessary for the performance of this Contract in the Country

**Land/Building**

Property, Soil investigation

Earth- and landscaping work of any kind, e.g. piling, excavations, trenches, roads, yards etc.

Any architectural, civil works for buildings canopies, foundations, bases and break through, building connection elements

Embedding of anchor-rails, sleeves and fastening elements

Explosion prevention devices, fire protection and fire fighting equipment e.g. sprinkler systems, fire extinguishers

Water/Electricity supply system for plant

Any internal partition walls

**Auxiliary equipment/ Service**

Workshop with furnishings and equipment. e.g. tools, machines, air conditioners, hoists, devices, consumable goods.

First aid and doctor's room

Explosion- and fire protective- measures and equipment.

Transport elements such as forklift , hoist , elevator etc.

On site customized paint material, tools, works

Sanitary system equipment and facilities

Dismantling/installation of existing equipment and installation of new facilities supplied by buyer

**Electrical Infrastructure**

Transformers, power generator HV/LV PANELS

Main power cable from power source to MCC

Telephone, Intercom, CCTV, and(or) Internet etc.

**Plant Control**

Non Famsun equip and (or) system connections

**Supervision/Installation/Commissioning/Training**

Crane, forklift, scaffold and related lifting service

Consumptions, i.e. Gas supply: Oxygen / Acetylene, welding materials, cutting and polishing materials

All installation works and workers and its cost

The worker working , healthy certification, security, local labor force

All installation tools and consumptions

On site office and (or) equal working conditions

Personal security guarantee

All local authorities / government related department approvals

The local transportation and accommodation

On site goods keeping service

The cost of visa extension and departure charges

**Documentation(s)**

Visa documentation for Famsun staff(s) visa

Local interpretation service

Local approval documentation(s)

All required equipment and services for this particular job, but not included in the scope of supply, have to be provided free of charge to Famsun by the buyer or others.

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1. General: These General Terms and Conditions of Sale shall apply in as much as and so far as the parties have made no other agreements in individual cases. The contract shall be effective only upon receipt of FAMSUN's written confirmation of order.

2. Drawings and technical documentation: Brochures and catalogues are not binding. Data contained in drawings and technical documents are only binding if they are explicitly stipulated as such. FAMSUN reserves all rights to the drawings and technical documents delivered by FAMSUN. They shall not be made available to third parties. If no order is placed, all drawings are to be returned immediately to FAMSUN.

3. Prices: All prices shall be deemed to be net, ex-works, in freely available US. Dollars, without any deduction whatsoever. Any and all additional charges, such as but not limited to, freight charges, insurance premiums, fees for export, transit, import and other permits, as well as for certifications, shall be borne by the customer. Likewise, the customer shall bear all value-added taxes, sales taxes, profit taxes, income taxes, social contributions, registration fees, as well as all other kinds of taxes, fees, levies, custom duties and the like which are levied against FAMSUN, its related companies, its factories or its personnel in connection with the contract.

4. Terms of payment: According to the confirmation of order. The agreed dates of payment shall also be observed by the customer even if transport, delivery, supervision, commissioning or taking over is delayed or prevented due to reasons beyond the control of FAMSUN, or if minor parts are missing or if post-delivery work, which does not prevent the supplies from being used, is necessary. The retention of payments or the setting-off against any counter-claims shall be excluded.

If the customer is overdue with an agreed payment, FAMSUN, without prejudice to its legal rights, shall be entitled to suspend the further execution of the contract, to stop the fabrication or to retain the deliveries which are ready for dispatch.

5. Title to any parts of the supplies shall remain vested in the Seller and shall not pass to the Buyer until the purchase price for the aforesaid parts of the supplies has been paid in full and received by the Seller.

6. Packing: The goods shall be packed in neutral packing suitable for long distance ocean transportation and not subject to damage caused by changing climate. Each packing box shall contain one copy of the detailed packing list in English and quality certificate each also in English. All the machines shall be supplied with a set of Operation and maintenance manual in English. In CIF OR CFR condition, The supplier shall arrange the shipping for all the goods and give the shipping documents to the buyer after received shipping instruction from the supplier. Shipping cost shall be subject to actual container numbers and cost at shipping time. Packing shall not be returnable.

7. Delivery time: The delivery time shall start as soon as the contract is entered into, the necessary technical documents of the customer have arrived completely at FAMSUN, the agreed payment and the required official permits are granted. The delivery time shall be deemed to be completed when the delivery is ready for dispatch at the factory within such time. The delivery time shall be reasonably extended if conditions such as epidemics, acts of God, mobilization, war, revolution, and labor conflicts, boycotts, and accidents, serious breakdown in the works or official actions prevent the compliance with the delivery date. The delivery time shall be extended if the customer changes the original order or is overdue with his contractual obligations, especially if the customer has delayed the delivery of the necessary documents, has delayed the agreed payments and securities or is overdue with the work to be carried out by him.

8. Erection: The customer or (and) 3rd party sub-contractor is solely responsible for erection of the supplies;

9. Take over: The supplies shall be considered as having been taken over if no substantiated written complaint is made from the customer within two weeks for single machines, or within two months for complete plants, calculated from the date of delivery at the place of performance.

The taking-over is further considered as being completed if the customer refuses to participate in an agreed taking-over inspection or does not sign a taking-over certificate reflecting the facts truthfully.

10. Performance: Due to difference test conditions and environment, there may any difference between the final performance and above presentation.

11. Documentation: The Buyer shall be responsible for obtaining all necessary documents for the import of the purchased goods at destination. The Seller shall be responsible for the obtaining of all necessary documents (within the territory of the People's Republic of China) before shipment of the contracted goods.

12. Taxes: All taxes and fees imposed inside China shall be paid by the Seller. All taxes and fees imposed outside China shall be borne by the Buyer.

13. Warranty: The Seller will guarantee the delivered equipment's for a period ("warranty period") of 12 months immediately after commissioning but not later than 18 months after delivery. The guarantee will be started after one week for testing period. There is under no circumstance, guarantee provided for defects caused entirely or partly due the following: (1) Normal wear-off and natural un-forecast force.(2) Non-compliance with the operation and maintenance instructions at normal usage.(3) Application of non-original parts.(4) Materials, operating procedures being altered under explicit instruction from the Buyer. This condition will be including the honesty for long-term mutual benefits.

14. Force majeure: In case due to force majeure this Contract can not be executed within the specified time limit, the time limit shall be extended accordingly for a same period as the duration of such force majeure incidences. The party affected by force majeure shall notice the other party by fax without delay such force majeure incidences and shall within 15 days dispatch to the other party by registered airmail all relevant supporting documents issued by related government authorities for further discussion. When force majeure incidence(s) has (have) lasted for more than 90 days, the two parties shall hold friendly negotiations as to the execution of this Contract.

15. Consequential damages: The warranty and liability claims of the customer are exhaustively covered by these conditions. As long as there are no specific mandatory laws to the contrary, in no case whatsoever shall the customer be entitled to contractual or tort claims for damages resulting from, but not limited to, loss of production, loss of use, loss of orders, loss of profit and other direct or indirect or consequential damage. FAMSUN is only liable to compensate the customer for the costs of remedying defects in the supply itself.

16. This Contract shall be governed and protected by the laws of the People's Republic of China.

In the event a dispute arises in connection with the interpretation or implementation of this Contract and its attachments, any party may notify the other party in writing of the substance of the dispute and of its desire to attempt to reach an amicable settlement, in which event the parties shall endeavor for a period of sixty days after the date of such notice to reach an amicable settlement of the dispute.

If no mutually acceptable settlement of a dispute is made within the sixty days period, then any party may submit the dispute to China International Economic and Trade Arbitration Commission (CIETAC) Shanghai Sub-Commission (Arbitration Center) for arbitration which shall be conducted in accordance with the CIETAC's arbitration rules in effect at the time of applying for arbitration. All arbitration proceedings will be conducted in English and will be held in Shanghai. Any and all documents prepared in connection with such proceedings shall be prepared in English (or English translations provided). Each party shall cooperate with the other party in making full disclosure of and providing complete access to all information and documents requested by the other party in connection with such proceedings, subject only to any confidentiality obligations binding on such party. The arbitral award shall be final, binding upon both parties and enforceable in any court of competent jurisdiction. Arbitration fees and attorney fees shall be borne by the losing party.

During the period when a dispute is being resolved, the parties shall in all other respects continue their implementation of this Contract.



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