**PURCHASE AND SALE AGREEMENT**

**BY AND BETWEEN**

**PENTEX TRADING COMPANY – Muara ,Brunei Darussalam**

Represented by: **GOLDEN WORDS FZE - Dubai, United Arab Emirates**

**AND**

**BRUSH BN CO – Seoul , South Korea**

THIS PURCHASE AND SALE AGREEMENT is entered into this on 02TH day of February 2018, by and between **PENTEX TRADING COMPANY – Muara ,Brunei Darussalam** Represented by: **GOLDEN WORDS FZE - Dubai, United Arab Emirates** and **BRUSH BN CO – Seoul , South Korea .**

**RECITALS:**

**WHEREAS, the BRUSH BN CO – Seoul , South Korea** can enter into this Sale and Purchase Agreement and sign pertinent documents with full rights under terms and conditions specified therein;

**WHEREAS,** **BRUSH BN CO – Seoul , South Korea** desires to sell the Products defined below and the **PENTEX TRADING COMPANY – Muara ,Brunei Darussalam** desires to purchase the Products from **BRUSH BN CO – Seoul , South Korea .**

**NOW THEREFORE**, in consideration of the mutual covenants and the agreements herein contained and other goods and valuable (the receipt and sufficiency of which are hereby acknowledged) the parties agree as follows:

1. **Sale of Product**. **BRUSH BN CO – Seoul , South Korea** hereby sells to **PENTEX TRADING COMPANY – Muara ,Brunei Darussalam** and **PENTEX TRADING COMPANY – Muara ,Brunei Darussalam** hereby purchases from **BRUSH BN CO – Seoul , South Korea** the product details

below:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **DESCRIPTION** | **QTY** | **UN** | **UNIT PRICE** | **AMOUNT** |
| Wooden Paddle Brush | 280 | PC | $ 42.86 | $ 12,000.00 |
| Mini Brush Beech-Nylon | 1100 | PC | $ 16.36 | $ 18,000.00 |
|  |  |  |  |  |
|  |  |  |  |  |

1. **Purchase Price**. the **PENTEX TRADING COMPANY – Muara ,Brunei Darussalam** shall pay to **BRUSH BN CO – Seoul , South Korea** for the Products and for all obligations specified herein, as full and complete consideration therefore, the sum of **30,000.00 Dollar**(Thirty Thousands Us Dollars Only).
2. **Payment**. Payment of the Purchase Price shall be made by the **PENTEX TRADING COMPANY – Muara ,Brunei Darussalam** Represented by: **GOLDEN WORDS FZE - Dubai, United Arab Emirates to BRUSH BN CO – Seoul , South Korea** in full payment in advance before the delivery date.
3. **Acceptance**. “Acceptance" of the Product shall be deemed to occur on the date when, in the reasonable opinion of the **PENTEX TRADING COMPANY – Muara ,Brunei Darussalam** the Product conforms to the Specifications, and has continuously operated in compliance with the Specifications for thirty (30) days after Product Turnover
4. **Indemnification.**In the event either party breaches or is deemed to have breached any of the representations and warranties contained in this Agreement, or fails to perform or comply with any of the covenants and agreements set forth in this Agreement, it shall hold harmless, indemnify and defend the other party, and its directors, officers, shareholders, attorneys, representatives and agents, from and against any damages incurred by the non-defaulting party.
5. **General. BRUSH BN CO – Seoul , South Korea** shall perform this Agreement in compliance with all applicable local laws, rules, regulations, and ordinances, and represents that it shall have obtained all licenses and permits required by law to engage in the activities necessary to perform its obligations under this Agreement.

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**SELLER 1**

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**BUYER 1**