**PURCHASE AND SALE AGREEMENT**

**BY AND BETWEEN**

**CHANGZHOU KYA TRADING CO LTD - JIANGSU, CHINA**

Represented by: **TURBO WOLF GENERALTRADING LLC - DUBAI, U.A.E**

**AND**

**SELLER 1**

THIS PURCHASE AND SALE AGREEMENT is entered into this 10TH day of January 2018, by and between **CHANGZHOU KYA TRADING CO LTD - JIANGSU, CHINA** represented by **TURBO WOLF GENERALTRADING LLC - DUBAI, U.A.E** (hereinafter referred as "Buyer") with office address at the United Arab Emirates and **SELLER 1**.

**RECITALS:**

**WHEREAS,** the **SELLER 1 and CHANGZHOU KYA TRADING CO LTD - JIANGSU, CHINA represented TURBO WOLF GENERALTRADING LLC - DUBAI, U.A.E** can enter into this Sale and Purchase Agreement and sign pertinent documents with full rights under terms and conditions specified therein;

**WHEREAS,** the **SELLER 1** desires to sell the Products defined below and the **CHANGZHOU KYA TRADING CO LTD - JIANGSU, CHINA** desires to purchase the Products from **SELLER 1.**

**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:

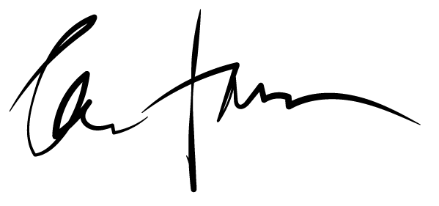
1. **Sale of Product**. **SELLER 1** hereby sells to **CHANGZHOU KYA TRADING CO LTD - JIANGSU, CHINA** and **CHANGZHOU KYA TRADING CO LTD - JIANGSU, CHINA** hereby purchases from **SELLER 1** the product details below:

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| --- | --- | --- | --- | --- |
| **DESCRIPTION** | **QTY** | **UM** | **UNIT PRICE** | **AMOUNT** |
|  |  |  |  |  |
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1. **Purchase Price**.  **CHANGZHOU KYA TRADING CO LTD - JIANGSU, CHINA** shall pay to **SELLER 1** for the Products and for all obligations specified herein, as full and complete consideration therefore, the sum of **EURO 2,000,000.00** (Two Million Euro only).
2. **Payment**. Payment of the Purchase Price shall be made by **CHANGZHOU KYA TRADING CO LTD - JIANGSU, CHINA** or its representative **TURBO WOLF GENERALTRADING LLC - DUBAI, U.A.E** to **SELLER 1** 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 **CHANGZHOU KYA TRADING CO LTD - JIANGSU, CHINA** 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.** **SELLER 1** 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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**CHANGZHOU KYA TRADING CO LTD - JIANGSU, CHINA**