**PURCHASE AND SALE AGREEMENT**

**BY AND BETWEEN**

**TANGSHAN YIFEI TRADING CO. - TANGSHAN CITY, CHINA**

Represented by: **HORIZONE LINE GENERAL TRADING LLC - DUBAI, U.A.E**

**AND**

**KALAEI BUILDING SPA - AUCKLAND, NEW ZEALAND**

Represented by: **OPAL INTERNATIONALTRADING FZE - DUBAI, U.A.E**

THIS PURCHASE AND SALE AGREEMENT is entered into this 13TH day of Feb 2019, by and between **TANGSHAN YIFEI TRADING CO. - TANGSHAN CITY, CHINA** Represented by: **HORIZONE LINE GENERAL TRADING LLC - DUBAI, U.A.E** (hereinafter referred as "Buyer") with office address at the United Arab Emirates and **KALAEI BUILDING SPA - AUCKLAND, NEW ZEALAND** Represented by: **OPAL INTERNATIONALTRADING FZE - DUBAI, U.A.E** (hereinafter referred as "Seller”) with office address at the United Arab Emirates.

**RECITALS:**

**WHEREAS**, the **KALAEI BUILDING SPA - AUCKLAND, NEW ZEALAND** Represented by: **OPAL INTERNATIONALTRADING FZE - DUBAI, U.A.E and TANGSHAN YIFEI TRADING CO. - TANGSHAN CITY, CHINA** Represented by: **HORIZONE LINE GENERAL TRADING 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 **KALAEI BUILDING SPA - AUCKLAND, NEW ZEALAND** desires to sell the Products defined below and the **TANGSHAN YIFEI TRADING CO. - TANGSHAN CITY, CHINA**  desires to purchase the Products from **KALAEI BUILDING SPA - AUCKLAND, NEW ZEALAND.**

**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. KALAEI BUILDING SPA - AUCKLAND, NEW ZEALAND** hereby sells to **TANGSHAN YIFEI TRADING CO. - TANGSHAN CITY, CHINA**  and **TANGSHAN YIFEI TRADING CO. - TANGSHAN CITY, CHINA**  hereby purchases from **KALAEI BUILDING SPA - AUCKLAND, NEW ZEALAND** the product details below:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **SR. NO.** | **DESCRIPTION** | **QTY** | **UNIT OF MEASUREMENT** | **UNIT PRICE** | **AMOUNT** |
| 1 | Wire Terminal Cut Strip Crimp Machine | SET | 30 | AED 30,040.13 | AED 901,204.00 |

1. **Purchase Price. TANGSHAN YIFEI TRADING CO. - TANGSHAN CITY, CHINA** shall pay to **KALAEI BUILDING SPA - AUCKLAND, NEW ZEALAND** for the Products and for all obligations specified herein, as full and complete consideration therefore, the sum of **AED 901,204.00** (Nine Hundred One Thousand Two Hundred Four Dirhams Only).
2. **Payment.** Payment of the Purchase Price shall be made by **TANGSHAN YIFEI TRADING CO. - TANGSHAN CITY, CHINA** or its representative **HORIZONE LINE GENERAL TRADING LLC - DUBAI, U.A.E** to **KALAEI BUILDING SPA - AUCKLAND, NEW ZEALAND** or its representative **OPAL INTERNATIONALTRADING FZE - DUBAI, U.A.E** 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 **TANGSHAN YIFEI TRADING CO. - TANGSHAN CITY, 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. KALAEI BUILDING SPA - AUCKLAND, NEW ZEALAND** 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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**KALAEI BUILDING SPA - AUCKLAND, NEW ZEALAND**

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**TANGSHAN YIFEI TRADING CO. - TANGSHAN CITY, CHINA**