**PURCHASE AND SALE AGREEMENT**

**BY AND BETWEEN**

**HONG KONG WILL INTERNATIONAL INVESTMENT LIMITED - CHANGCHUNG, CHINA**

Represented by: **CITY PULSE GENERAL TRADING L.L.C - DUBAI, U.A.E**

**AND**

**SHANGHAI TOHAN INTERNATIONAL TRADING CO., LTD - SHANGHAI, CHINA**

Represented by: **VISION TRADING INTERNATIONAL FZE - DUBAI, U.A.E**

THIS PURCHASE AND SALE AGREEMENT is entered into this 18-Jan-19, by and between **HONG KONG WILL INTERNATIONAL INVESTMENT LIMITED - CHANGCHUNG, CHINA** Represented by **CITY PULSE GENERAL TRADING L.L.C - DUBAI, U.A.E** (hereinafter referred as "Buyer") with office address at the United Arab Emirates and **SHANGHAI TOHAN INTERNATIONAL TRADING CO., LTD - SHANGHAI, CHINA** Represented by **VISION TRADING INTERNATIONAL FZE - DUBAI, U.A.E** (hereinafter referred as "Seller”) with office address at the United Arab Emirates.

**RECITALS:**

**WHEREAS**, the **SHANGHAI TOHAN INTERNATIONAL TRADING CO., LTD - SHANGHAI, CHINA** Represented by **VISION TRADING INTERNATIONAL FZE - DUBAI, U.A.E and HONG KONG WILL INTERNATIONAL INVESTMENT LIMITED - CHANGCHUNG, CHINA** Represented by **CITY PULSE GENERAL TRADING L.L.C - 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 **SHANGHAI TOHAN INTERNATIONAL TRADING CO., LTD - SHANGHAI, CHINA** desires to sell the Products defined below and the **HONG KONG WILL INTERNATIONAL INVESTMENT LIMITED - CHANGCHUNG, CHINA** desires to purchase the Products from **SHANGHAI TOHAN INTERNATIONAL TRADING CO., LTD - SHANGHAI, CHINA.**

**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. SHANGHAI TOHAN INTERNATIONAL TRADING CO., LTD - SHANGHAI, CHINA** hereby sells to **HONG KONG WILL INTERNATIONAL INVESTMENT LIMITED - CHANGCHUNG, CHINA** and **HONG KONG WILL INTERNATIONAL INVESTMENT LIMITED - CHANGCHUNG, CHINA** hereby purchases from **SHANGHAI TOHAN INTERNATIONAL TRADING CO., LTD - SHANGHAI, CHINA** the product details below:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **SR. NO.** | **DESCRIPTION** | **QTY** | **UNIT OF MEASUREMENT** | **UNIT PRICE** | **AMOUNT** |
| 1 | High Quality 3-35mm PVC WPC Plastic Celuka Foam Board | 183 | TONS | EURO 1,004.06 | EURO 183,743.30 |

1. **Purchase Price. HONG KONG WILL INTERNATIONAL INVESTMENT LIMITED - CHANGCHUNG, CHINA** shall pay to **SHANGHAI TOHAN INTERNATIONAL TRADING CO., LTD - SHANGHAI, CHINA** for the Products and for all obligations specified herein, as full and complete consideration therefore, the sum of **EURO 183,743.30** (One Hundred Eighty Three Thousand Seven Hundred Forty Three 30.0/100 Euros Only).
2. **Payment.** Payment of the Purchase Price shall be made by **HONG KONG WILL INTERNATIONAL INVESTMENT LIMITED - CHANGCHUNG, CHINA** or its representative **CITY PULSE GENERAL TRADING L.L.C - DUBAI, U.A.E** to **SHANGHAI TOHAN INTERNATIONAL TRADING CO., LTD - SHANGHAI, CHINA** or its representative **VISION TRADING INTERNATIONAL 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 **HONG KONG WILL INTERNATIONAL INVESTMENT LIMITED - CHANGCHUNG, 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. SHANGHAI TOHAN INTERNATIONAL TRADING CO., LTD - SHANGHAI, CHINA** 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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**SHANGHAI TOHAN INTERNATIONAL TRADING CO., LTD - SHANGHAI, CHINA**

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**HONG KONG WILL INTERNATIONAL INVESTMENT LIMITED - CHANGCHUNG, CHINA**