**PURCHASE AND SALE AGREEMENT**

**BY AND BETWEEN**

**MWFG TRADING LTD - VANCOUVER, CANADA**

**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 26-Oct-18, by and between **MWFG TRADING LTD - VANCOUVER, CANADA** (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 MWFG TRADING LTD - VANCOUVER, CANADA**  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 **MWFG TRADING LTD - VANCOUVER, CANADA** 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 **MWFG TRADING LTD - VANCOUVER, CANADA** and **MWFG TRADING LTD - VANCOUVER, CANADA** 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 | Lightweight Stone Aluminum Honeycomb Panels | 2974 | SQUARE METERS | CAD 73.88 | CAD 219,719.12 |
| 2 | Gypsum Block Production Line | 6 | SETS | CAD 111,523.25 | CAD 669,139.52 |

1. **Purchase Price. MWFG TRADING LTD - VANCOUVER, CANADA** 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 **CAD 888,858.64** (Eight Hundred Eighty Eight Thousand Eight Hundred Fifty Eight 64.0/100 canadian Dollars Only).
2. **Payment.** Payment of the Purchase Price shall be made by **MWFG TRADING LTD - VANCOUVER, CANADA** 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 **MWFG TRADING LTD - VANCOUVER, CANADA** 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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**MWFG TRADING LTD - VANCOUVER, CANADA**