

## DAHUA TECHNOLOGY(HK) LIMITED

13/F Gloucester Tower, The Landmark, 15 Queen's Road Central, Central, Hong Kong

## Sales Contract

To:	CIT Sole Co., LTD.	No:	DH-A40216307
Add:	Houayhong Village, Chanthabouli District, Vientiane Capital, Laos PDR	Customer PO:	DH-A40216307
Date :	02/06/2021	Master Agreement:	s

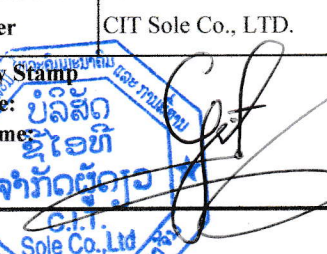
## Remark:

Item	Category	Dahua Model	Output model (Customer Model)	Quantity PCS	Unit Price USD	Amount USD
1		DH-IPC-HFW3241EP-SA-0360B		10	53	530
2		DH-IPC-HFW2439SP-SA-LED-0280B-S2		100	43	4300
3		DH-PFS3218-16ET-135		10	78	780
4		DH-PFS4226-24ET-240		5	144	720
5		DH-PFS3016-16GT		10	36	360
6		DH-PFS3005-4ET-60		60	21	1260
TOTAL					Discount	-
					Voucher	
					Amount	7,950,00

## TERMS AND CONDITIONS:

The following terms and conditions apply to Buyer's purchase of the products identified above. The terms of master agreement identified above (if any) also governs the purchase of the products identified above. If any conflict occurs, the following terms and conditions shall prevail.

1. Terms of Trade:	FOB
2. Payment Terms:	OA 90 days from the date of export declaration
3. Port of Loading:	Pingxiang
4. Time of Shipment	
5. Consignee:	HOUAYHONG VILLAGE, CHANTHABOULI DISTRICT, VIENTIANE CAPITAL, LAOS PDR
6. Shipping address:	
7. Tax	All payment to be made by the Buyer to the Seller under this contract shall be paid without any set-off, counterclaim or deduction. In case the withholding tax is required by the applicable laws, the Buyer shall bear such withholding tax. The Buyer shall be responsible for obtaining the tax clearance certificate from the competent tax authority and provide it to the Seller within 60 days after the payment is made.
8. Warranty:	Defective products will be serviced by the Seller according to its latest RMA policy.
9. Claim:	Any claim by the Buyer concerning the products shipped hereunder shall be filed within <b>15 days</b> after the arrival of the products at the port of destination and supported by a survey report issued by a surveyor approved by the Seller for the Seller's examination. If the buyer fails to give any objection within the period, it shall be deemed that the buyer has accepted the products. Nonetheless, any losses, damages or shortages in whatsoever nature arise/occur during the shipment shall be at the risk of the Buyer. In no event shall the Seller be liable for any indirect, incidental, special, consequential or punitive damages in connection with or arising out of this transaction. The Buyer's sole remedy shall be, at the maximum, the recovery of original purchase price minus any discounts and/or credits.
10. Export Compliance:	The products may be subject to export or import regulations in different countries (including but not limited U.S., Russian or EU export control laws). The Buyer agrees to comply fully with all laws and regulations of the any countries (Export Laws) to assure that neither the Seller nor any of the Seller's products thereof are (i) exported, directly or indirectly, in violation of Export Laws, either to any countries that are subject to export restrictions or to any end user who has been prohibited from participating in the export transactions by any government; or (ii) intended to be used for any purpose prohibited by Export Laws, including, without limitation, nuclear, chemical, or biological weapons proliferation.
11. Force Majeure:	Neither Party shall be held responsible for failure or delay to perform all or any part of this Agreement due to causes beyond its reasonable control, including acts of God, war, civil commotion, strikers, acts of government, hacker attacks or computer virus (each, a "Force Majeure").

<b>12. Applicable Laws and Arbitration:</b>	This Sales Contract shall be governed by the laws of People's Republic of China. In case any dispute cannot be settled via negotiation, the case shall be submitted to China International Economic and Trade Arbitration Commission Zhejiang sub-commission for arbitration in accordance with its current Rules and Procedures. The arbitration shall take place in Hangzhou and the arbitration decision shall be final and binding on both parties.		
<b>13. Special Conditions:</b>	The Buyer shall never, without the Seller's prior consent, attempt to apply, register or use in any country any trademark, trade name, domain name or identification name confusingly similar to any trademark of the Seller or its affiliates, nor reverse engineer, decompile or disassemble the products.		
<b>14. Counterparts:</b>	This sales contract may be signed in counterparts, each of which shall be deemed an original but all of which shall be deemed to be one and the same contract as a signed copy of this contract delivered by facsimile, email or other means of electronic transmission (to which a signed PDF copy is attached) shall be deemed to have the same legal effect as delivery of an original signed copy of this contract.		
<b>15. Export Clearance:</b>	The Buyer shall use the export clearance documents provided by the Seller to complete the export clearance with the China customs and comply with all applicable laws and regulations of export clearance. If the Buyer fails to complete such export clearance in 60 days after the shipment date of the products from the warehouses of the Seller or Seller's affiliate, the Buyer shall pay the Seller 20% of the total value of this sales contract to the Seller as the penalties within 30 days after expiry of the above mentioned 60 days and indemnify the Seller from all claims, actions against the Seller or losses incurred by the Seller as a result of the Buyer's misconduct or violation of any applicable laws on this respect.		
<b>The Buyer</b>	CIT Sole Co., LTD.		<b>The Seller</b>
<b>Company Stamp</b>			DAHUA TECHNOLOGY(HK)
<b>Signature:</b>			<b>Company Stamp</b>
<b>Print Name:</b>			
<b>Title:</b>			
<b>Date:</b>			<b>Date:</b>

