

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

<b>To:</b>	<b>Buyer Name</b>	Larry S Parker	<b>No :</b>	20191201012
<b>Add:</b>	<b>Buyer Address</b>	Michigan Addison 2201 Elk Avenue	<b>Customer PO:</b>	59,112.00
<b>Date :</b>	2019. 12. 01		<b>Master Agreement</b>	Electrical and electronics repairer

Item	Category	Dahua Model	Output model (Customer Model)	Quantity PCS	Unit Price (CURRENCY )	Unit Price (CURRENCY ) with discount	Unit Price excl. Tax (CURRENCY )	Unit Price (CURRENCY) with discount excl. Tax	Amount (currency)	Amount (currency) with discount	Amount (CURRENCY) with discount excl. Tax	Promotional products
Nos												
1	10.52.11	1.0.01.01.10188	DHI-DVR2116HE-V2	112	678	651	624	597	570	543	516	<input checked="" type="checkbox"/>
2	10.52.11	1.0.01.01.10189#0001	DVR2216A-V2	123	567	559	551	543	535	527	519	<input checked="" type="checkbox"/>
3	10.52.11	1.0.01.01.10189#0002	DVR2216A-V2	134	456	450	444	438	432	426	420	<input checked="" type="checkbox"/>
											420	<input checked="" type="checkbox"/>
												<input type="checkbox"/>
												<input type="checkbox"/>
												<input type="checkbox"/>
	TOTAL				Discount				570	543	516	
					Voucher				535	527	519	
					Amount				432	426	420	
					Amount excl. Tax				570	543	516	
					VAT				535	527	519	
					Amount incl. Tax				432	426	420	

Note: the products with ✓ in promotional products column shall be counted into the Buyer's purchase amount, but not counted into the Buyer's purchase amounts entitling to rebate.

**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. <b>Terms of Trade</b>	RMB
2. <b>Payment Terms</b>	advance allocation
3. <b>Port of Load</b>	Shandong
4. <b>Time of Ship</b>	3
5. <b>Consignee:</b>	Larry S Parker
6. <b>Shipping address</b>	Michigan Addison 2201 Elk Avenue



	<b>7. Tax</b>	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.							
	<b>8. Warranty:</b>	Defective products will be serviced by the Seller according to its latest RMA policy.							
	<b>9. Claim:</b>	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.							
	<b>10. Export Compliance:</b>	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.							
	<b>11. Force Majeure:</b>	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. Counterpart:</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>	Larry S Parker		<b>The Seller</b>	qinhua		DAHUA TECHNOLOGY (HK) LIMITED		
	<b>Company Stamp</b>	Larry S Parker		<b>Company Stamp</b>	qinhua				
	<b>Signature:</b>	Larry S Parker							
	<b>Print Name:</b>	Larry S Parker							
	<b>Title:</b>	Larry S Parker							
	<b>Date:</b>	2019. 12. 01		<b>Date:</b>	2019. 12. 01				



[illegible]



	<b>7. Tax</b>	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.							
	<b>8. Warranty:</b>	Defective products will be serviced by the Seller according to its latest RMA policy.							
	<b>9. Claim:</b>	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.							
	<b>10. Export Compliance:</b>	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.							
	<b>11. Force Majeure:</b>	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. Counterparty:</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>	Henry C Dexter		<b>The Seller</b>	weilai		DAHUA TECHNOLOGY (HK) LIMITED		
	<b>Company Stamp</b>	Henry C Dexter		<b>Company Stamp</b>	weilai				
	<b>Signature:</b>	Henry C Dexter							
	<b>Print Name:</b>	Henry C Dexter							
	<b>Title:</b>	Henry C Dexter							
	<b>Date:</b>	2019. 12. 03		<b>Date:</b>	2019. 12. 03				



DAHUA TECHNOLOGY(HK) LIMITED												
13/F Gloucester Tower, The Landmark, 15 Queen's Road Central, Central, Hong Kong												
Sales Contract												
To:	Buyer Name	Terry A Dunlap		No :	20191231046							
Add:	Buyer Address	Montana Kalispell 4883 Birch Street		Customer PO:	59,112.00							
Date :	2019. 12. 31			Master Agreement	Electrical and electronics repairer							
Remark:												
Item	Category	Dahua Model	Output model (Customer Model)	Quantity PCS	Unit Price (CURRENCY )	Unit Price (CURRENCY ) with discount	Unit Price excl. Tax (CURRENCY )	Unit Price (CURRENCY) with discount excl. Tax	Amount (currency)	Amount (currency) with discount	Amount (CURRENCY) with discount excl. Tax	Promotional products
Nos												
1	SD01.01-91	DH-SD-001.1	DH-SD-001.1EE	122	541	960	1379	1798	2342	2886	3430	<input checked="" type="checkbox"/>
2	SD01.01-92	DH-SD-001.2	DH-SD-001.2DD	112	129	146	163	180	345	510	675	<input type="checkbox"/>
3	SD01.01-93	DH-SD-001.3	DH-SD-001.3CC	1134	556	-22	-600	-1178	2000	5178	8356	<input checked="" type="checkbox"/>
												<input type="checkbox"/>
												<input type="checkbox"/>
												<input type="checkbox"/>
	TOTAL				Discount				707.3333333	8588	16468.66667	
					Voucher				536.3333333	9734	18931.66667	
					Amount				365.3333333	10880	21394.66667	
					Amount excl. Tax				194.3333333	12026	23857.66667	
					VAT				23.33333333	13172	26320.66667	
					Amount incl. Tax				-147.6666667	14318	28783.66667	
Note: the products with <input checked="" type="checkbox"/> in promotional products column shall be counted into the Buyer's purchase amount, but not counted into the Buyer's purchase amounts entitling to rebate.												
<b>TERMS AND CONDITIONS:</b>												
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:		RMB										
2. Payment Terms:		advance allocation										
3. Port of Loading:		shandong										
4. Time of Shipmer		7										
5. Consignee:		Terry A Dunlap										
6. Shipping address		Montana Kalispell 4883 Birch Street										



	<b>7. Tax</b>	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.							
	<b>8. Warranty:</b>	Defective products will be serviced by the Seller according to its latest RMA policy.							
	<b>9. Claim:</b>	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.							
	<b>10. Export Compliance:</b>	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.							
	<b>11. Force Majeure:</b>	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>	Terry A Dunlap		<b>The Seller</b>	weilai	DAHUA TECHNOLOGY (HK) LIMITED			
	<b>Company Stamp</b>	Terry A Dunlap		<b>Company Stamp</b>	weilai				
	<b>Signature:</b>	Terry A Dunlap							
	<b>Print Name:</b>	Terry A Dunlap							
	<b>Title:</b>	Terry A Dunlap							
	<b>Date:</b>	2019. 12. 31		<b>Date:</b>	2019. 12. 31				