

## SALES CONTRACT

|                   |                |                          |  |
|-------------------|----------------|--------------------------|--|
| Buyer:            |                | Seller:                  |  |
| Address:          | 收货人地址:七宝       | Address:                 |  |
| Tel:              | 591813         | Tel:                     |  |
| S/C. No.:         | T22070720001   | Date:                    |  |
| Incoterms 2000:   |                | Estimated Shipping Time: |  |
| Loading Port:     | SHANGHAI,CHINA | Discharge Port:          |  |
| Partial Shipment: |                | Payment Terms:           | T/T 15% IN ADVANCE,BALANCE BEFORE SHIPMENT |

|        |  |       |  |       |     |                |  |
|--------|--|-------|--|-------|-----|----------------|--|
| 是否CIQ: |  | 是否打托: |  | 是否监装: | Not | 自定义字段:<br>贴唛方式 |  |
|--------|--|-------|--|-------|-----|----------------|--|

| Commodity and Specification   | Package | Unit Price | Quantity | Amount |
|---|---------|------------|----------|--------|
| N-乙酰-D-氨基葡萄糖  |         | 0          | 110      |        |
|   |         | 零元整        | 总数量      | 总金额    |
| SAY U.S. DOLLARS ONE HUNDRED AND FORTY ONE THOUSAND SIX HUNDRED AND EIGHTY ONLY |         |            |          |        |
| 包装要求:   |         |            | 包装方式:    | 50KG/袋 |

- 1, Validity: Seller shall have the right to adjust prices without receiving the paymet within 10 days.
- 2, Price Clause: Both parties shall have the right to renegotiate a new price in below case:
  - 2.1, The exchange rate of USD to RMB fluctuates more than  $\pm 5\%$  of the transaction exchange rate;
  - 2.2, The market price fluctuates more than  $\pm 5\%$  of the transaction price;
  - 2.3, The market freight fluctuates more than  $\pm 5\%$  of the transaction freight.
- 3, More or Less Clause: With  $\pm 0.5\%$  in quantity allowed at the sellers' option.
- 4, Subject to Coverage by Sinasure: Payment terms are subject to credit insurance at Sinasure, in case buyer can not be insured, seller may request prepayment or a letter of credit.
- 5, Lodge a claim:
  - 5.1, In case of quality discrepancy, the Buyer should claim within 30 days after the arrival of the goods at port of destination, while for quantity discrepancy, the Buyer should claim within 15 days after the arrival of the goods at port of destination;
  - 5.2, The Buyer loses the right to rely on a lack of conformity of the goods if the does not give notice to the seller specifying the nature the lack of conformity within 15 days since the shipment arriving date after he has discovered it or ought to have discovered it.;
  - 5.3, If any quality problem should provide the third party inspection report(SGS), and the testing method and standard should according to the appointed items in the COA offered.The seller will be responsible for all the quality issues, but the buyer can't refuse to pay for any reason.
- 6, Bank Information: Payment can only be made to the following bank account and please mention this sales contract number in your payment details for the quick identification by our finance department.

1, Validity: Seller shall have the right to adjust prices without receiving the payment within 10 days.

7, Arbitration: All disputes arising from the execution of, or in connection with the contract, shall be settled amicably through friendly negotiation. In case no settlement can be reached through negotiation the case shall then be submitted to the Foreign Economic and Trade Arbitration Commission of the Promotion of the International Trade in Beijing, for arbitration in accordance with its rules of procedure. The arbitral award is final and binding upon both parties. This contract's faxed and scanned copies are of same legal force as original copy. The contract shall be effective since the date of chopping by the seller and buyer, in case buyer has no chops, Power of Attorney from buyer shall be provided.

8, Force Majeure: Seller shall not be liable for failure of performance or delay of delivery of entire or partial goods stipulated in this contract, under force majeure (events such as flood, fire, earthquake, bad weather, snowstorm, drought, hailstorm, hurricane, war, government banning or other events unforeseeable and uncontrollable when signing this contract, and could not be avoided or overcome). One party under force majeure, should try to inform the other, and provide certificate or documents issued by relative authority or independent third party in 14 days upon the other's request.

The Buyer's Signature

The Seller's Signature

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zhang