

DISTRIBUTION AGREEMENT

This Distribution Agreement (the "Agreement"), is made and effective 12.09.2018,

BETWEEN: HUAHAI SCIENCE & EDUCATION CO.,LTD. (the "Company"), a corporation organized and existing under the laws of China, with its Address:Room 601, Jixiang Bldg, No.800 San Yuan Li Road, Guangzhou, China. TEL:0086-20-86342720 FAX:0086-20-86346902 E-mail: science@huahailabs.com

AND: CARTDIDACT S.R.L. (the "Distributor"), a corporation organized and existing under the laws of Republic of Moldova, with its head office located at: Str. Hincesti, nr. 138/1, Chisinau, Republic of Moldova. Bank details: c/d 225170697, MOLDINDCONBANK SA Fil TELECENTRU, MOLDM2X306.

WHEREAS the Company wishes to market the Products described in Schedule A (the "Products") through the Distributor, it is agreed as follows:

1. DEFINITIONS

When used in this Agreement, the following terms shall have the respective meanings indicated, such meanings to be applicable to both the singular and plural forms of the terms defined:

"Agreement" means this agreement, the Schedules attached hereto and any documents included by reference, as each may be amended from time to time in accordance with the terms of this Agreement;

"Accessories" means the accessories described in Exhibit A attached hereto, and includes any special devices manufactured by Company and used in connection with the operation of the Goods. Accessories may be deleted from or added to Exhibit A and their specifications and design may be changed by Company at its sole discretion at any time by mailing written notice of such changes to Distributor. Each change shall become effective 10 days following the date notice thereof is sent to Distributor.

"Affiliate means" any company controlled by, controlling, or under common control with Company. Affiliate means any person, corporation or other entity: (i) which owns, now or hereafter, directly or indirectly 50% or more of any class of the voting stock of Company or is, now or hereafter, directly or indirectly, in effective control of Company; or (ii) 30% or more of any class of the voting stock of which Company, or a party described in paragraph (i), owns, now or hereafter, directly or indirectly, or of which Company, or a party described in paragraph (i), is, now or hereafter, directly or indirectly, in control.

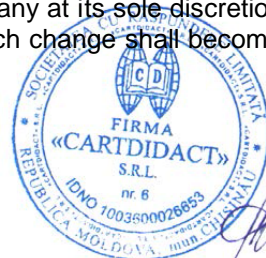
"Customer" means any person who purchases or leases Products from Distributor.

"Exhibit" means an exhibit attached to this agreement.

"Goods" means those items described in Exhibit B. Goods may be deleted from or added to Exhibit B and their specifications and design may be changed by Company at its sole discretion at any time by mailing written notice of such changes to Distributor. Each change shall become effective 10 days following the date notice thereof is sent to Distributor.

HUAHAI SCIENCE AND EDUCATION CO., LTD.
广州桦海科教仪器有限公司

Ivan Feng



20. INSPECTION AND ACCEPTANCE

Promptly upon the receipt of a shipment of Products, Distributor shall examine the shipment to determine whether any item or items included in the shipment are in short supply, defective or damaged. Within 10 days of receipt of the shipment, Distributor shall notify Company in writing of any shortages, defects or damage which Distributor claims existed at the time of delivery. Within 5 days after the receipt of such notice, Company will investigate the claim of shortages, defects or damage, inform Distributor of its findings, and deliver to Distributor Products to replace any which Company determines, in its sole discretion, were in short supply, defective or damaged at the time of delivery.

21. PAYMENT

Upon delivery and acceptance of Products, Company may submit to Distributor Company's invoice for those Products. Distributor shall pay each such proper invoice within 30 days after Distributor's receipt of that invoice. Payment shall be made in USD to a bank account to be notified in writing by Company to Distributor.

22. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties and there are no commitments, agreements, or understandings between the parties other than those expressly set forth herein. This agreement shall not be altered, waived, modified, or amended except in writing signed by the parties hereto and notarized.

23. ARBITRATION

Any controversy or claim arising out of or relating to this contract or the breach thereof shall be settled by arbitration to be held in the Chisinau, Republic of Moldova, in accordance with the law in this jurisdiction, and judgment upon the award rendered by the arbitrators may be entered in any Court having jurisdiction thereof.

24. SECRECY

Distributor agrees not to disclose or use, except as required in Distributor's duties, at any time, any information disclosed to or acquired by Distributor during the term of this contract. Distributor agrees that all confidential information shall be deemed to be and shall be treated as a sole and exclusive property of the Company.

IN WITNESS WHERE OF, the parties have executed this Agreement on 12.09.2018.

COMPANY

DISTRIBUTOR

Authorized Signature

Ivan Feng
Ivan Feng, General Manager

Authorized Signature

Igor Ojog, Director

HUAHAI SCIENCE AND EDUCATION CO., LTD
广州桦海科教仪器有限公司



Shipper
HUAHAI SCIENCE AND EDUCATION CO., LTD
ROOM 601, JIXIANG BLDG, NO. 800 SAN YUAN LI ROAD,
GUANGZHOU, CHINA
TEL: 020-8634 9486

B/L No
NGBLEG1908135B



Legende Logistics Co.,Ltd.

BILL OF LADING

RECEIVED by the Carrier from the shipper in apparent good order and condition unless otherwise indicated herein, the Goods, or the container(s) or package(s) said to contain the cargo herein mentioned, to be carried subject to all the terms and condition provided for on the face and back of this Bill of Lading by the vessel named herein or any substitute at the Carrier's option and/or other means of transport, from the place of receipt or the port of loading to the port of discharge or the place of delivery shown herein and there to be delivered unto order or assigns.
If required by the Carrier, this Bill of Lading duly endorsed must be surrendered in exchange for the Goods or delivery order.
In accepting this Bill of Lading, the Merchant agrees to be bound by all the stipulations, exception, terms and conditions on the face and back hereof, whether written, typed, stamped or printed, as fully as if signed by the Merchant, and local custom or privilege to the contrary notwithstanding and agrees that all agreements of freight engagements for and in connection with the carriage of the Goods are superseded by the Bill of Lading.
In witness whereof, the number of original bills of lading stated herein, all of this tenor and date, had been signed, one of which being accomplished, the others to stand void.

Consignee
CARTDIDACT
ADD: RM, OR, CHISINAU, STR, HINCESTI 138/1
TEL/FAX: 0/22/24 10 62, 28 14 30

Notify Party
ICS DANUBE LOGISTICS SRL;
9 MIHAI EMINESCU, MD-2009
CHISINAU, MOLDOVA

Pre-carriage by	Place of Receipt		agrees that all agreements of freight engagements for and in connection with the carriage of the Goods are superseded by the Bill of Lading. In witness whereof, the number of original bills of lading stated herein, all of this tenor and date, had been signed, one of which being accomplished, the others to stand void.	
Ocean Vessel CMA CGM URAL 0BX4FW1	Port of Loading NINGBO, CHINA			
Port of Discharge GIURGIULESTI	Place of Delivery GIURGIULESTI		Final Destination (for the Merchant's reference only)	
Marks and Numbers N/M	No. of Pkgs or Units 324 CARTONS	Description of Packages and Goods SHIPPER'S LOAD COUNT & SEAL S.T.C. CY-CY EDUCATIONAL APPARATUS	Gross Weight 8279.0000KGS	Measurement 33.2800CBM
CBHU8268521/40'HQ/12742384/324	CARTONS/8,279	0.000KGS/33.2800CBM		
		COPY		SHIPPED ON BOARD AUG.23, 2019
TOTAL NUMBER OF PACKAGES OR UNITS (IN WORDS)	SAY ONE OF THREE PARTS OF (1X40'HQ) CONTAINER ONLY.			
Freight and Charges FREIGHT COLLECT	Revenue Tons	Rate	Per Prepaid	Collect
Freight payable at AS ARRANGED	Number of Original B(s)/L THREE(3)		Place of issue & date SHENZHEN, CHINA AUG.23, 2019	
FOR DELIVERY OF GOODS, PLEASE APPLY TO: FFWD I.C.S. DANUBE LOGISTICS S.R.L. SATUL GIURGIULESTI, RAIONUL CAHUL, MD-5318, MOLDOVA TEL. (+373 22)999-215 / FAX (+373 22)999-226 E-MAIL: R.CERNEI@DANLOG.MD; INFO@DANLOG.MD;			Legende Logistics Co., As Agent for, the Carrier,	

TERMS CONTINUED ON BACK HEREOF



3990

15.02.2012



Eliberată: **CARTDIDACT S.R.L.**
Societate cu răspundere limitată

Adresa: MUN.CHISINAU, SEC.CENTRU , Vasile Alecsandri str. ,
nr. 16 , ap./of. 1

Cod fiscal: 1003600026653

Pentru desfășurarea comerțului cu amănuntul

G.47.59; G.47.61; G.47.78;

MUN.CHISINAU, SEC.CENTRU , Hîncești șos. , nr. 138/1

magazin specializat;

suprafața comercială: 95,7m2

cu program de lucru: 08:30 – 17:00

zile de odihnă: Sîmbătă, Duminică



PRIMĂRIA MUNICIPIULUI CHIȘINĂU
Direcția generală comerț, alimentație publică și prestări servicii

**ÎNȘTIINȚARE DE RECEPȚIONARE
A NOTIFICĂRII PRIVIND ÎNȚIEREA ACTIVITĂȚII DE COMERȚ**

Nr. 56135 din 14.02.2019 ora 11:05

Eliberată **CARTDIDACT S.R.L.**
Societate cu răspundere limitată

Cod fiscal 1003600026653

Pentru desfășurarea

(comerțului cu amănuntul, comerțului cu ridicata, prestării de servicii, alimentație publică, intermediarii în comerț, activității în baza patentei de întreprinzător)

în **Magazin specializat**

(unitatea comercială)

din **MUN.CHISINAU, SEC.CENTRU, Hîncești șos., nr. 138/1**

(adresa amplasării unității comerciale)

Persoana responsabilă care a recepționat notificarea

Gorbatii Zinaida, Specialist superior

(numele/prenumele, funcția și datele de contact)

MD-2028, mun. Chișinău, șos. Hîncești, 53A

Tel: 0(22)222441, 223402, 228262

e-mail: comerț.chișinău.md

Notă: Activitatea de comerț încetează la cererea comerciantului, începând cu data de depunere a notificării de încetare de către comerciant. În cazul modificării datelor indicate în notificare comerciantul depune la Direcție, în termen de cel puțin 30 zile calendaristice până la data de modificare, notificarea de modificare a datelor.