

**CONTRACT № LMFAN20180108**

sos. Muncesti 167/B, MD-2002 Chisinau, Chisinau, Moldova

08.01.2018

The company **Limedfarm SRL**, represented by Ecaterina Chitic, acting on the basis of the founding documents, hereinafter referred to as "**Buyer**", on one hand, and company **Anji SPENQ Industrial Co. Ltd.** represented by Li Wenhui, acting on the basis of the founding documents, hereinafter referred to as "**Seller**" on the other hand, concluded the present contract as follows:

**1. Subject of the Contract**

- 1.1. The seller sells and the buyer buys medical products on shipment conditions stated in the pro-forma invoice, invoice, packing list.

**2. The Price and the Sum of the Contract**

- 2.1. The prices of the products are bound to change due to the exchange rate fluctuations, increases in the raw material prices and other economic factors.
- 2.2. The prices are established either in USD or in EUR on conditions stated in the pro-forma invoice, invoice, packing list. The currency choice lies solely on the Buyer.
- 2.3. Every pro-forma invoice, invoice must be signed and stamped by both mentioned parties. The signed and stamped documents confirm the order the Buyer makes, pro-forma invoice can be changed if both parties agree. Every order is obligatory for fulfilment.

**3. Time of Delivery**

- 3.1. The standard delivery time is 45days after receiving 30% T/T and artworks, which is done by stamping and signing the pro-forma invoice by both mentioned parties. If the delivery time is different in the pro-forma invoice then that condition is applied to the order.
- 3.2. The goods are considered as delivered when the shipping company confirms the receipt of goods.
- 3.3. The fine will not be paid if the delay happened due to force majeure reasons, which are stated below.
- 3.4. The delivery of goods must be accompanied by:
  - 3.4.1. Invoice (two copies)
  - 3.4.2. Packing List
  - 3.4.3. Bill of Lading
  - 3.4.4. Certificate of Origin

**4. Payment Conditions**

- 4.1. The terms of payment for the goods are stated in each pro-forma invoice, invoice.
- 4.2. The Buyer covers shipping costs, customs fees and duties in his country.

## **5. Packing, Marking and Quality**

- 5.1. The goods are shipped in export packing providing the safe transportation and full preservation of the quality of the goods.
- 5.2. The marking shall be clearly made with indelible paint in English language and the Buyer's language of choice. It should contain the following:
  - 5.2.1. Product name.
  - 5.2.2. Buyer's company name.
  - 5.2.3. Manufacturer's company name.
  - 5.2.4. Instruction for use (exception – cartons).
  - 5.2.5. Manufacturing date.
  - 5.2.6. Expiration date.
  - 5.2.7. LOT number.
  - 5.2.8. Required markings (CE, Single Use Only, etc.).
  - 5.2.9. Packing quantity.
- 5.3. The Seller guarantees that the quality of the sold products suits the international standards and norms.
- 5.4. The Buyer and the Seller will negotiate the designs together so that the products corresponds to the market regulations.

## **6. The Shipment Instruction and Notification of Shipment**

- 6.1. During 7 calendar days after the realized shipment of the products the Seller is obliged to inform about it the Buyer by **e-mail**. The message should contain the following data: number of the invoice, number of the waybill, amount of packages, gross weight and net weight, invoice and certificate of origin.

## **7. Force Majeure**

- 7.1. When the circumstances of impossibility of complete or partial fulfilment by any of the parties of the obligations under the present contract arise, namely: fire, natural calamity, war, military actions of any character, blockade, prohibitions of export or import, piracy, or other circumstances, which do not depend on the parties, the time of fulfilling of the obligations is extended proportionally to the time, during which such circumstances remain valid.
- 7.2. The party, for which it turned out to be impossible to fulfill its obligations under the present contract, must immediately inform the other party about the beginning and cessation of circumstances interfering the fulfillment of obligations within 5 days. The certificates issued accordingly by the Chamber of Commerce of the Seller's and the Buyer's country will be the due proof of the presence of the above-mentioned circumstances and their duration.

## **8. Claims**

- 8.1. The claims must be declared during the warranty period concerning the quality of the delivered goods in case of its inconformity to quality, stipulated in the present contract.
- 8.2. The Seller takes an obligation to make delivery according to the contract and to carry out all the contract guarantees.

8.3. Any occurring disputes that can not be negotiated between the Buyer and the Seller will be sent to the court of the Seller's Attorney.

**9. Other Conditions**

- 9.1. The scanned copy of the contract and any other document between the Buyer and the Seller, which is related to the contract and is received through e-mail, is equal to the original document.
- 9.2. The present contract is made in two copies in English language, one copy for each party. All the pro-forma invoices, invoices between the parties are the integral part of the contract.
- 9.3. This contract comes into force from the date of its signing by both parties and is valid until **31 December 2019**, except for fulfillment of the obligations arising from the present contract by the parties — they must be fulfilled completely.
- 9.4. The responsibility for the registration of the medical devices, pharmaceutical products in the respected country lies on both parties. The Seller prepares all of the requested documents and sends them to the Buyer.

**10. Legal Addresses of the Parties and the Banking Information.**

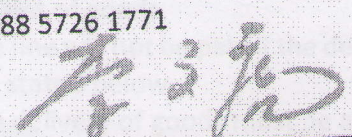
**Seller:**

Beneficiary: Anji SPENQ Industrial Co. Ltd.  
Address: Tangpu Economic Development Zone, 313300 Anji City, Zhejiang Province, People's Republic of China.  
Bank: The Industrial And Commercial Bank of China, Zhejiang Province Branch.  
SWIFT: ICBKCNBJZJP  
Beneficiary: Anji SPENQ Industrial Co. Ltd.  
Acc.: 1205290009814021848  
E-mail: [sales03@spenq.com](mailto:sales03@spenq.com)  
Tel: +86 572 5882 801  
+86 188 5726 1771

**Buyer:**

Beneficiary: Lismedfarm SRL  
Address: sos. Muncesti 167/B, MD-2002 Chisinau, Chisinau, Moldova.  
Bank: BC "Moldindconbank: SA  
SWIFT: MOLDMD2XXXX  
Beneficiary: Lismedfarm SRL  
Acc.: MD65ML000000000225156722  
E-mail: [ecaterina.chitic@lismedfarm.md](mailto:ecaterina.chitic@lismedfarm.md)  
[office@lismedfarm.md](mailto:office@lismedfarm.md)  
Tel: +373 22 80 47 95  
+373 796 81 005

Seller: \_\_\_\_\_

  
安吉鑫泽进出口有限公司  
ANJI SPENQ INDUSTRIAL CO. LTD

Buyer: \_\_\_\_\_

