

Contract of International Sales of Goods

Contract No.:TOPT*****

Seller: TOPTION GROUP CO.,LIMITED Address:21501,HeCheng,Gaoxin District,Xi'an,China Tel: +86-29-88763980 fax: +86-29-88990306 USD BANK DETAILS Beneficiary's Company : TOPTION GROUP CO., LIMITED Beneficiary's Account No.: OSA82753 2931 10919 Beneficiary Bank Name: BANK OF COMMUNICATIONS CO., LTD OFFSHORE BANKING UNIT Bank's Address: No.157,North Street,Xincheng Area,Xi'an,China Bank SWIFT Code: COMMCN3XOBU		Buyer: Address: Tel: Fax:	
Date of Signature		Place of Signature	Xi'an ,China

DESCRIPTION OF GOODS, QUANTITY, UNIT PRICE, AMOUNT

Name	Model	Description	Qty	Unit price	Total

Article 1 Goods and Prices, Delivery Time

- 1.1 The Goods under this Contract are "Lab Device" in assortment, quantity and prices as listed in the Appendixes which are integral parts of the present Contract.
- 1.2 The prices for the Goods cannot be changed during 6 months. The price of the Contract can be changed on mutual consent of the Parties. Negotiations on price change shall start no later than 30days prior to the desired date the new price becomes effective.
- 1.3 The time of delivery of the Goods and port of shipment are mentioned in the Appendixes which are integral parts of the present Contract.

Article 2 Packing and Shipping marks

- 2.1 The Goods should be packed in standard export packing suitable for multiple loading(unloading) Goods, protecting the Goods during transportation. Seller shall be liable for any damages and losses of the Goods attributable to inadequate or improper packaging.
- 2.2 If Buyer puts forward specific requirements on shipping marks, Seller shall fulfill completely such requirements to make shipping marks. Otherwise, Seller shall make shipping marks in accordance with general requirements as practical (port of destination, carton no., gross/net weight and size of each package and all necessary cautions).

Article 3 Transportation

- 3.1 This Contract shall apply to **FOB** and construed in accordance with the International Rules for the Interpretation of Trade Terms 2000 ("INCOTERMS 2000").
- 3.2 The Seller shall inform the Buyer in written form by fax or by e-mail the information concerning the readiness of the Goods for shipment not later than 3 days before the readiness day mentioned in contract. The information should include: exactly readiness date ,number of packages, gross & net weight and volume of the Goods.

After the above notice and agreed with Buyer ,the Seller has to deliver the Goods in full to the appointed warehouse .

3.3 Shipping Documents

Together with the Goods the Seller undertakes to transfer to the Buyer the following documents:

- Invoice;
- Packing List
- Goods declaration for exportation
- Letter of attorney of goods declaration for exportation
- Verification sheet
- Commodity inspection certification, if needs commodity inspection

Article 4 Payment

- 4.1 Buyer shall effect **payment of 50% of Goods price via T/T** to the designated bank account of Seller within ten (3) working days after signed Contract received by Buyer, **and 50% balance upon completion of manufacturing and before its shipment.**
- 4.2 In case quantity of actually Goods which delivered in buyer's appointed warehouse differs from that agreed in the Appendix 1, the balance payment amount should be recalculated accordingly to real price. Buyer shall pay for the actual delivered Goods quantity only.
- 4.3 Buyer is entitled to transfer the obligation of payment under this Contract to any third party with a prior notice to Seller. Buyer need to seal and sign the "Authorization Payment Certification" and provide it to seller. At the same time, the third party should be strictly follow this contract date and terms of payment to pay the goods value.

Article 5 Warrants

- 5.1.1 Seller warrants that: (1) the Goods hereunder conform to the specifications and other requirements (if any) informed by Buyer in writing and meet the quality and performance

requirements of the samples of the Goods and general merchandisable; (2) all the Goods sold by it to Buyer comply with all applicable laws of China and international law and are all free from material or technical defects; (3) it has full title of all the Goods sold by it to Buyer which are all free from lien, mortgage, pledge or any other security interest; (4) all the Goods sold by it to Buyer shall not infringe any legal rights or interest of any third party.

The period for Buyer to raise objection to the quality of the Goods shall be one (1) months after arrival of the Goods at the port of destination.

5.1.2 Seller warrants that it'll deliver the Goods timely. Except for being caused by force majeure, if Seller is unable to make delivery, Seller shall be liable to Buyer and compensate to Buyer all losses and damages suffered by Buyer, including but not limited to any claim for compensation made by final buyer. Buyer shall nevertheless have the right to dissolve in part or in whole of the contract without prejudice to the Buyer's right to claim said compensation. If Seller delays in delivery of the Goods and for each day of delay, Buyer shall be entitled to claim for losses and damages, including but not limited to freight and any claim for compensation made by final buyer, and to dissolve this Contract without any liability for breach of contract or compensation.

Seller offers one year warranty on all its products that are free from defects at the time of shipment and will provide a reasonable quantity of spares free of charge upon request of Buyer.

Article 6 Force Majeure

6.1 In case either party is seriously blocked by force majeure and in the period and to the extent as affected by the force majeure and its influence, implementation hereof shall be suspended. Force majeure hereunder shall mean such cases as unforeseen by the Parties or either party at execution hereof and which can be neither prevented nor overcome when occurring, including but not limited to typhoon, storm, flood, tsunami, earthquake, war, riot, strike, suspension of public transportation and epidemic disease.

6.2 The Party suffering from force-majeure shall notify the other through telex or fax occurrence of the force majeure within forty eight (48) hours and shall send to the other via express airmail effective documents certifying occurring of the force majeure within seven (7) working days then-after.

The Party suffering from force majeure shall in any event endeavour to the best of its ability to remove the disruptions hindering the fulfillment of his contractual obligations. It shall also make reasonable efforts to minimize damage to the other Party.

6.3 After cessation of and removal of the influences by the force majeure, the Parties shall recover performance of this Contract. In case the force majeure and its influence last for over ninety (90) days, Either Party shall be entitled to dissolve this Contract without any liability for breach of contract or compensation due to such breach.

Article 7 Settlement of Disputes and Applicable Law

7.1 Any and all disputes, controversies or difference which may arise between the Parties out of execution, interpretation or performance of or in connection with this Contract shall be settled amicably between the Parties. In case an amicable settlement cannot be reached, the matter shall be finally settled through arbitration in Shanghai, China by the China International Economic and Trade Arbitration Commission Shanghai Branch in accordance with the

Arbitration Rules of the Commission. The award shall be in writing, and shall specify the reasons for and the facts on which such decision was reached.

7.2 This Contract shall be governed by and construed in accordance with the Laws of China.

Article 8 Miscellaneous

8.1 This Contract shall come into force after being signed by both Parties and shall be in force until its total fulfillment by the Parties. Should the delay in delivery of the Goods is the fault of Seller exceed 1 month, Buyer has the right to reject the Goods, demand the compensation for all losses stipulated by this delay in delivery and receive back all the amounts paid under this Contract.

8.2 Any amendments to this Contract shall be unanimously agreed by the Parties in writing. In every amendment to the present Contract the Parties shall fix the reason of the amendment and the initiator of the amendment.

8.3 This Contract and its appendixes shall constitute the entire agreement between both Parties and shall substitute any and all written or oral agreements, memorandums and meeting minutes, etc. between the Parties prior to signature hereof. The appendixes (if any) of this Contract shall form an integral part hereof and shall have the same validity of this Contract.

8.4 This Contract shall be signed in both English and Chinese in four (4) originals and each party shall hold two (2) originals of each version. Both English and Chinese versions are legally valid.

Signature of Seller:

Signature of Buyer :

Date

Date