

# SALES CONTRACT No 201632

**SELLER:**

**Baoji Minyuan New Metal Co.,Ltd.**

No. 2 Southern Section of 2th Phoenix Road  
Baoji, Shaanxi  
China

**BANK:** CHINA CONSTRUCTION BANK,  
CORPORATION SHAANXI BRANCH  
BAOJI SUB-BRANCH INTERNATIONAL  
DIVISION ADD: No. 36, HONG QI  
ROAD,  
BAOJI, P.R.CHINA

Account No:

IBAN:

**BIC / SWIFT:** PCBCCNBJXXX

Tel: + 86-917-3817608, Mobile: +86-  
13759788280

Fax: +86-917-6731995

**BUYER:**

**Institute of Materials and Machine  
Mechanics SAS**

Dúbravská cesta 9/6319  
845 13 Bratislava  
Slovakia

VAT: SK2020798835

**BANK: STATE TREASURY, Bratislava**

Account No

IBAN:

**SWIFT:** SPSRSKBA

Tel +421 2 3240 1000

Fax

The Seller agreed to sell and the Buyer agreed to buy the following commodity with the terms and conditions as follows:

## ARTICLE I: COMMODITY – QUANTITY – PRICE – AMOUNT

<b>Marks:</b>	MY-160512-1
<b>Comodity:</b>	99.95% Nb sheet
<b>Description of goods, (mm):</b>	0.5x130x650
<b>Quantity, (pc):</b>	30
<b>Unit Price:</b>	72.80,- \$
<b>Transport:</b>	BY DHL
<b>Total price</b>	2,184.00,- \$

**ARTICLE II:  
PAYMENT – DOCUMENTS**

**Terms of payment:** 30% prepayment(\$655.20) by T/T within 3 days after receiving purchaser's order, and balance payment (\$1,528.80) before shipment (Proforma Invoice).

**Delivery date:** The delivery time is 7 days after the confirmation.

**Other documents:** Details packing list, Commercial Invoice

**ARTICLE III:  
TERM OF FORCE MAJEURE**

The Seller reserves the right to suspend or postpone delivery without any liability in case of any event beyond control such as war, fire, flood, strike, typhoon, earthquake, obstructions to navigation due to rough sea and other conditions beyond the Seller's control. However, the Seller will provide within 7 days the valid documentary evidence issued by the notary department of the place where the force majeure event occurred. If delivery of goods is not more possible, the Seller shall notify the Buyer of these circumstances and within 15 days return to the Buyer in full the total value which was paid by Buyer according the ARTICLE II – PAYMENT – DOCUMENTS of this SALES CONTRACT

**ARTICLE IV:  
TERM OF ARBITRATION**

Two parties committed to perform all above terms and conditions with mutual and friendly spirit. If any dispute arise under this contract that is not settled by amicable agreement between the two parties, the matter will be settle by the District Court in Chine.

**ARTICLE V:  
GENERAL CONDITION**

All amendment and additional clauses to this contract shall be effected if they will be made in writing form and duly confirmed by the two sides. The Sales Contract becomes lawful from the signing date and comes into the effect by the day of a publication on the website of the purchaser. Sales contract is made out in 4 copies, 2 for each part having equal validity. Fax or scan imagery is also accepted and valid.

The Seller agrees with publishing this Sales Contract on central portal „<https://www.crz.gov.sk/>“ according to Slovak act „Zákon č. 546/2010 Z. z.“ as amended.

**ARTICLE VI:  
BUYER'S RIGHTS AND OBLIGATIONS**

1. Goods are deemed to be received by Buyer upon delivery to Buyer's address.
2. Buyer has the right to examine the goods upon receipt and has 7 days in which to notify seller of any claim damages based on the condition, grade, quality or quantity of the goods. Such notice must specify in detail the particulars of the claim. Failure to provide such notice within the requisite time period constitutes irrevocable acceptance of the goods.
3. If the Seller delays the delivery not due to the Buyer's fault, and fails to cure it within two weeks after receiving the Buyer's claim, the Seller shall be deemed as failure of delivery. In that case, the Buyer is entitled to notify the Seller of the rescission of the Sales Contract, which shall be effective immediately upon the receipt of such notification by the Seller.
4. In the event that the Seller fails to comply with a period of performance under the terms and conditions of this Sales Contract, the Buyer may require the Seller to pay a contractual fine of 0.05% of the undelivered goods for each day of delay in delivery of goods.

The Seller shall return in full the total value of the undelivered products to the Buyer within fifteen days after determination of liabilities or the effective of the notice to termination the Contract.

FOR THE SELLER:  
**Baoji Boxin Metal Materials Co.,Ltd.**

FOR THE BUYER:  
Bratislava,

Date 13.09.2016

Date 13.09.2016