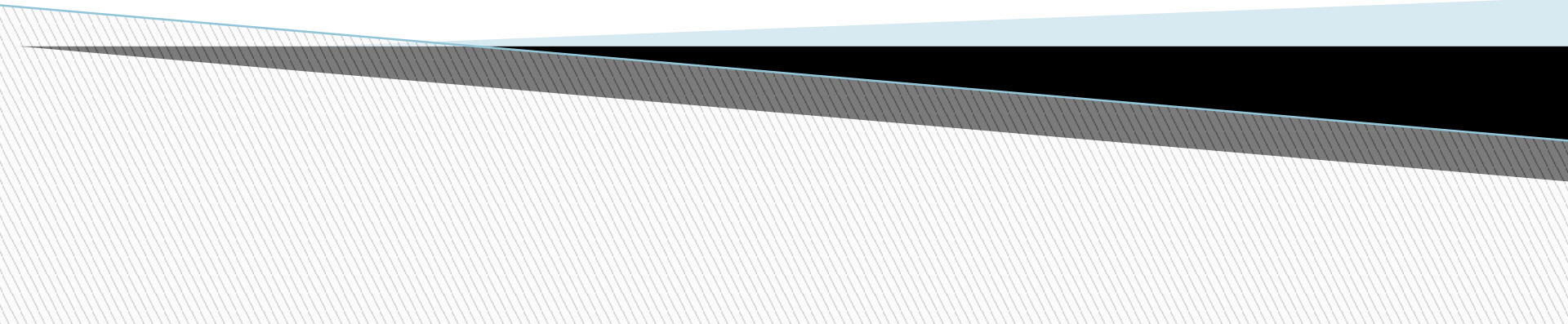
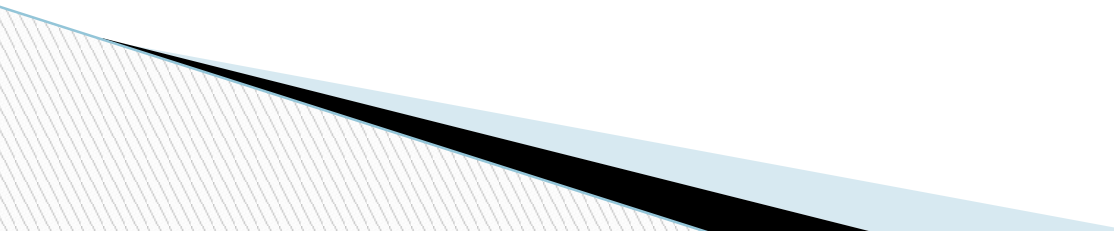


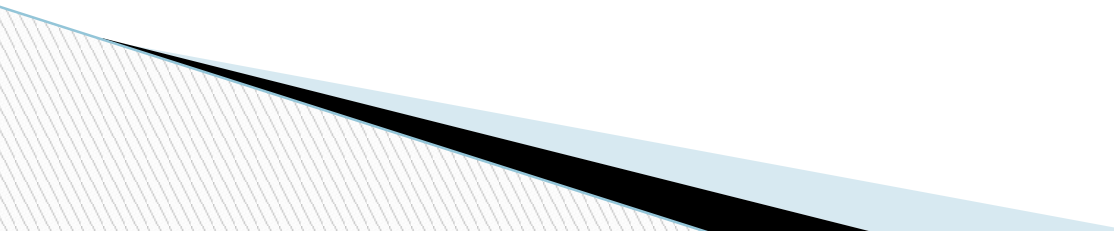
Contracts



The essential terms of the contract

- all that require coordination, because in the absence of agreement between the parties in at least one of them an agreement is recognized nonexistent.
 - the condition, which the law considers necessary and sufficient for the occurrence of a contractual obligation.
- 

□ law recognizes as essential:

- subject matter of the contract;
 - conditions mentioned in the law or other legal acts as essential;
 - the conditions necessary for this type of contract;
 - conditions on which at the request of one of the parties must be reached an agreement.
- 

Preamble

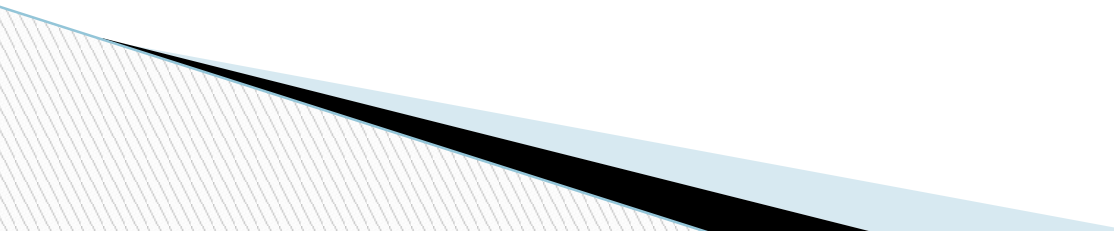
▣ **CONTRACT NO: 10/2014**

▣ **October 02th 2014**

▣ **Kurgan, Russia**

LLC “PROMTRADE”, Russia, hereinafter referred to as the “BUYER” in the name of Director Aleksey Savelyev on the one hand and the firm , HangZhou JinMin Import & Export Co. Ltd, China, hereinafter referred to as the “SELLER” in the name of manager Sam, on the other hand have concluded the present Contract of the following:

Subject of the Contract.

- ❑ **Without the subject of the contract it can not exist.**
 - ❑ **Subject is: *Actions defining beginning change or termination of rights and obligations of the parties***
 - ❑ For example, if in the contract of sale the number and title of the goods to be transferred to the buyer is not given, it is impossible to talk about the existence of the contract.
- 

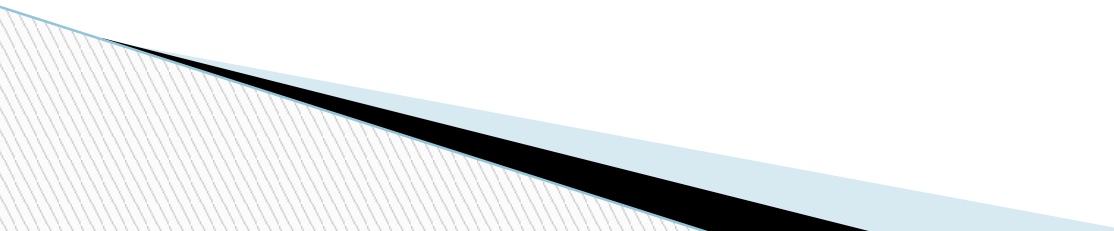
□ **1. Subject of the Contract.**

- The BUYER is to buy and the SELLER is to sell the NUTS (hereinafter referred to as the “GOODS”) in compliance with the specification specified in Appendix # 1 to the Contract.
- 1.2. Technical data of the GOODS listed in Appendix # 1 to the Contract.
- 1.3. Technical characteristics of the materials for the manufacture of GOODS listed in Appendix # 1 to the Contract.
- 1.4. The SELLER guarantees to the production of GOODS in strict accordance with the requirements of the BUYER specified in the Contract.
- 1.5. Shipping is FOB SHANGHAI (Incoterms 2010).

The price and the currency of the contract.

- In most types of contracts are not classified as essential conditions. Depends on the contract type.

2. Price and the total amount of the Contract.

- 2.1. Itemized prices are given in the specification (Appendix # 1 to the Contract) and they are stipulated in USA Dollars (USD).
 - 2.2. The prices of the Contract are fixed and can be changed only according to the written agreement of the Parties.
 - 2.3. The total amount of the Contract is fixed in dollars and is understood as FOB SHANGHAI (Incoterms 2010) – 37830,03 USD.
- 

3. Terms of payment.

3.1. The BUYER or its agent is to make the payments in dollars according to the conditions of the Contract clause.

3.2. The Contract payments are to be effected as follows:

3.2.1. Advance payment of 30% of the amount specified in p. 2.3. of the Contract within three days from the date of signature of the Contract by both Parties.

3.2.2. Payment of 70% of the amount specified in p. 2.3. of the Contract shall be paid as provided in p. 4.3. of the Contract.

The Duration of Contract

- time during which the obligations of the parties arising under the contract are completely executed. (valid contract)

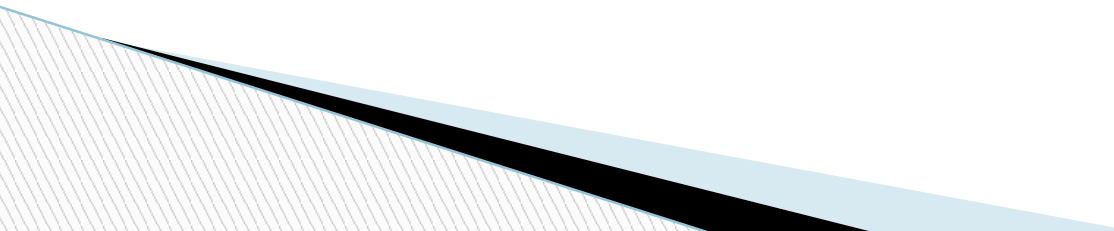
10. Other conditions.

10.1. The SELLER has no right to assign its rights and obligations under the Contract to any third party without the written agreement of the BUYER.

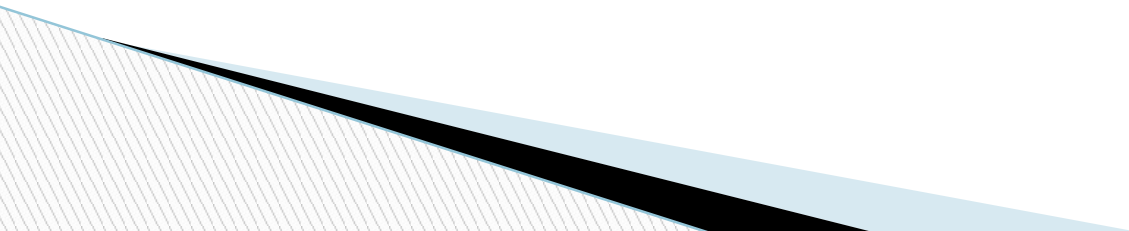
10.2. ***The Contract enters into force from the date of its sealing by both Parties. The Contract expires after the fulfillment of the obligations by the Parties and settlement of the accounts.***

10.3 The Contract is made in English language.

10.4 The copies of the Contract and Appendixes #1, #2, #3 signed by both sides, attested by seal and received by email have the same legal effect as the original with the following exchange of the originals.

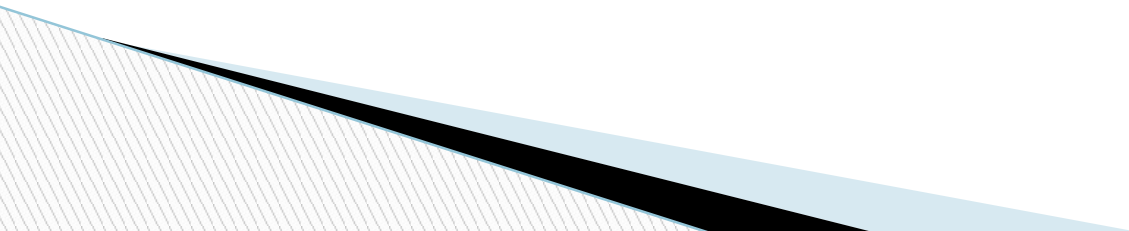
- Other terms that are named as essential by law.
 - The **value** of the essential terms of any contract is that **the contract can not be considered concluded** if the parties have not reached agreement on each of them.
- 

Essential Terms for some kinds of contracts



Contract of Sale	The subject (description of goods), quantity, Price
Supply contract	The subject, Delivery time
Contract of real estate sale	<ul style="list-style-type: none"> •The subject (name, quantity, description, place), •Price •List of persons, preserving the right of use the residential premises after its purchase by the buyer
Contract of enterprise sale	
Contract of sale of residential premises	
the Lease contract	The subject, Price
Gift	The subject
Service contract	Exact kind of service
Construction	The subject (what kind of work is to be done), time limits
Transportation	The subject
Loan	The subject
Insurance	The subject, insured event, sum insured, contract time
Agent contract	The subject (actions), authority of the agent

Parts of a contract



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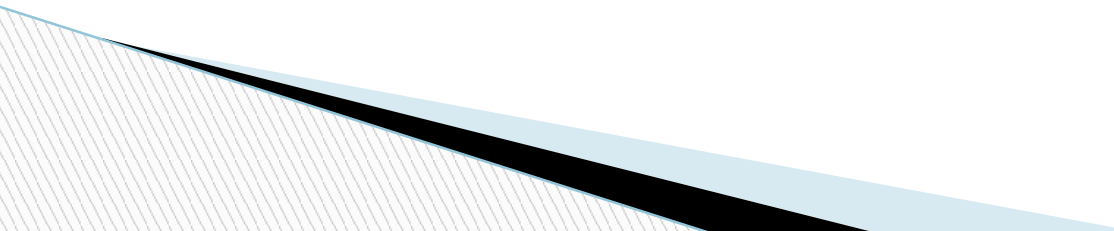
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3.2.2. Payment of 70% of the amount specified in p. 2.3. of the Contract shall be paid as provided in p. 4.3. of the Contract.

4. Delivery terms and notice.

- 4.1. Delivery terms - 60 days from the date of the receipt of the first payment according to the p. 3.2.1 of the Contract for first container. 90 days from the date of the receipt of the first payment according to the p. 3.2.1 of the Contract for second container.
- 4.2. The SELLER is to present the ready GOODS for the final acceptance at the SELLER's factory according to Appendix #1, from the date of the receipt of the first payment according to the p. 3.2.1 of the Contract not later than 55 days for first container and 85 days for second container.
- 4.3. The BUYER checks the GOODS for compliance with contract requirements (quantity and quality). The SELLER provides the BUYER the ability to check the chemical composition of the GOODS, the mechanical characteristics of the GOODS. If the goods are fully compliant with the Contract, the BUYER or his agent shall pay the amount specified in p. 3.2.2. of the Contract within two days from the day of the GOODS check ending.
- 4.4. In case the BUYER or its inspectors find that the GOODS have defect or do not comply with the specifications stipulated in the Contract, the SELLER shall give the full explanation and take necessary measures to remove the defect of the GOODS at his own expense.
- 4.5. The SELLER supply the transport documents, documents for the GOODS in accordance with the instructions of the BUYER's agent.

5. Guarantee of quality of the GOODS.

5.1. The quality of the delivered GOODS is to be in full conformity with the requirements of the Contract.

5.2. The SELLER confirms the high technical level of the GOODS and their high quality and guarantees that the GOODS are completely new.

5.3. The SELLER guarantees:

High-quality materials to be used in manufacturing of the GOODS and proper processing and technical tests to be performed.

5.4. All the Contracted GOODS supplied by the SELLER shall be inspected and tested by the SELLER. The quality certificates shall be submitted to the BUYER, according to the order

6. Packing and Marking.

6.1. The GOODS should be packed in 25 kg carton packing then on wooden pallets and 900kg per pallet to be protected against water, moisture and mechanical damage during transportation.

6.2. The marking shall be clearly done with non-washable paint in English and include the following data:

Country of origin:

Manufacturer:

Box No

Gross weight

Net weight

7. Penalties.

7.1 In case of the SELLER's non-fulfillment or improper fulfillment of the Contract's liabilities, the BUYER is enabled to demand the SELLER to pay a penalty fee at the rate 0,1 (one tenth)% from the amount of Contract per each day of delay of the shipment.

7.2 If the delay in delivery of the GOODS exceeds 30 days, the BUYER is enabled to annul the Contract completely or partially without reimbursement any costs or losses, caused by the avoidance of the Contract, to the SELLER. Thus, the SELLER is obliged to return the advance payment received earlier on the account of the BUYER together with the interest charged at the rate of the bank of the SELLER.

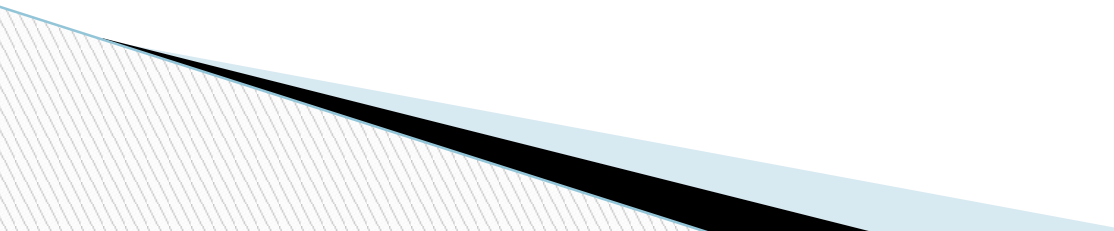
The avoidance of the Contract does not release the SELLER from payment of the penalty for the delay in delivery of the GOODS under the present Contract.

The date of the cancellation of the Contract is the date when the BUYER sends the notification about its refusal from the Contract.

7.3. The amount of penalties can't be altered by the Arbitration Court.

7.4. The SELLER is obliged to consider all the claims of the BUYER within 2 days from the date of their receipt.

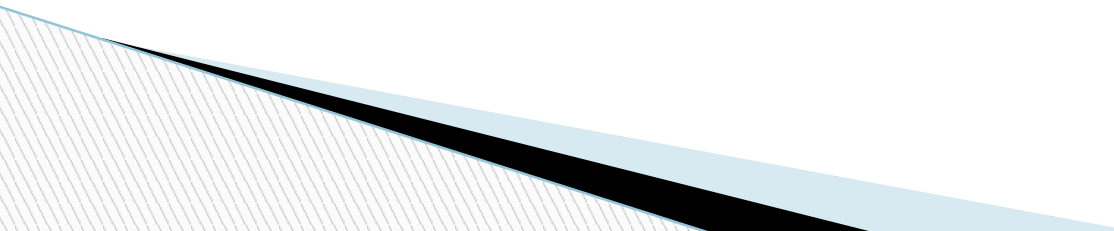
8. Force major.

- 8.1. Should any circumstances arise which prevent the complete or partial fulfillment by any of the parties of the respective obligation under this Contract namely: fire, flood, earthquake, labor disputes a/o., the time fixed for the fulfillment of the obligations shall be extended for a period equal to that during which circumstances will remain in force.
 - 8.2. The Party for whom it becomes impossible to meet its obligation under this Contract, shall immediately inform the other Party about the beginning and the ending of the circumstances preventing the fulfillment of the obligations.
 - 8.3. Certificates, issued by the respective Chamber of Commerce of the SELLER'S or BUYER'S country shall be the sufficient proof of such circumstances and their duration.
 - 8.4. If the above circumstances continue for more than one month, each Party has the right to renounce to any further fulfillment of the obligations under this Contract. In such case neither of the Parties shall have the right to demand from the other Party the compensation for any possible damages.
- 

9. Arbitration.

- 9.1. The SELLER and the BUYER will take all the measures to settle disputes and disagreements, which could arise in connection with the present Contract.
- 9.2. If the parties do not come to agreement, the case is to be submitted to the Arbitration Court of Sverdlovskaya Region, Russia, in accordance with its' regulations. Arbitration language is Russian. The property law of Russia will be applied to the questions, which can't be adjusted by the Contract and by the Convention of United Nations Organization of international rules for purchase and sale contracts.
- 9.2. The judgement of this Arbitration is the final and obligatory for both of the Parties.

10. Other conditions.

- 10.1. The SELLER has no right to assign its rights and obligations under the Contract to any third party without the written agreement of the BUYER.
 - 10.2. The Contract enters into force from the date of its sealing by both parties. The Contract expires after the fulfillment of the obligations by the Parties and settlement of the accounts.
 - 10.3 The Contract is made in English language.
 - 10.4 The copies of the Contract and Appendixes #1, #2, #3 signed by both sides, attested by seal and received by email have the same legal effect as the original with the following exchange of the originals.
 - 10.5. All alterations and addenda to the present Contract are valid only if they are made in writing and signed by the representatives of the SELLER and the BUYER.
 - 10.6 The present Contract includes Appendixes #, which is an integral part of the Contract.
- 

11. Addresses and bank information.

THE SELLER:

HangZhou JinMin Import & Export Co.,Ltd

ADD: Room 2004, Maya Plaza, Nanyuan Street, Yuhang District, Hangzhou

TEL: 86-571-89267438 FAX : 86-571-89268176

Bank data:

BANK NAME: CHINA EVERBRIGHT BANK HANGZHOU BRANCH

BANK ADD: TRADE FINANCE DEPT. ZHESHANG SHIDAI MANSION NO. MIDUQIAO ROAD, HANGZHOU

SWIFT CODE: EVERCNBJHZ1

BANK ACCOUNT: 77431488000004939

Manager

----- **Sam**

THE BUYER:

LLC «PROMETRADE»

ADD: Mashinostroiteley street, 31A, Kurgan, Russia

TEL :+7-3522-66-21-62

Bank data:

BANK NAME: PROBUSBUSINESSBANK, MOSCOW, RUSSIA

SWIFT CODE: PRBMRUMMXXX

BANK ACCOUNT: 30109978100000070662

Director

----- **A. Savelyev**

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