

<p>Sales Contract No. RBT20150920-DR1 Date: 2015-09-20 Place: Shenzhen Seller : Shenzhen RiRob Tech Co., Ltd. Registered address:, Shenzhen,China; Office address:, Shenzhen,China, Contact:</p> <p>Buyer : Addr: Contact:</p> <p>1. Subject of the Contract 1.1 The Seller shall sell and the Buyer shall buy Goods (_____) on terms FOB Shenzhen city, CHINA and on terms of the present Contract. 1.2 One Batches Partial Shipment is allowed with buyer's approval. Orders shall be sent via email or fax. Upon on Order of Buyer, Seller should issue Proforma Invoice before the shipment and buyer should arrange payment. 1.3 Nomenclature, assortment, prices of the Goods shall be stipulated in Commercial-invoices prepared for each shipment, signed by the Parties and which shall be the integral part of the present Contract. 1.4 Mentioned goods according to the Contract shall be produced and shipped from land territory of China.</p> <p>2. Prices and Quantity 2.1 Prices of the Goods shall be fixed in US Dollars on terms FOB shenzhen city, CHINA. 2.2 Final prices shall be indicated in Proforma Invoice and Commercial Invoices for each delivery. For every shipment, the seller should mark "Any discrepancy, subject to the proforma invoice" on proforma invoice and commercial invoice. 2.3 The total amount of the present contract shall be used _____ (SAY: _____ ). 2.4 The present contract shall contain _____units of _____and its accessories; unit price is US\$_____/unit.</p> <p>3. Payment Conditions 3.1 Payments for the Goods delivered under the Present contract shall be made in US Dollars. The payment for the Goods shall be fulfilled as follows: 3.1.1 The Buyer shall be obliged to transfer 100% down payment (Total US\$_____) of _____% of the present contract within _____weeks after the date that sign contract.</p> <p>4. Processing and Execution of an Order 4.1 By inquiry of Buyer, Seller shall forward price-list with assortment and current prices valid for 30 days at least.</p>	<p>销售合同编号: RBT20150920-DR1 签订日期: 2015-09-20 签订地点: 深圳 卖方; 深圳市锐豹天科技有限公司 法定地址: ; 办公地址: 518000 联系人:</p> <p>买方: 地址: 联系人:</p> <p>1. 合同标的: 1.1 卖方出售、买方购买按 FOB SHENZHEN CITY, CHINA 贸易术语购买_____产品, 备件及配件, 以下简称货物。 1.2 经买方许可, 卖方可以把订单货物分一批运输。订单通过邮件或传真来发送给卖方。卖方根据买方的订单, 制订形式发票供买方付款。 1.3 在每次运输的商业发票里面列明双方确定的货物品名、种类、价格, 由双方签字, 这是本合同不可分割的部分。 1.4 合同规定的货物在中国制造并且从中国发运。</p> <p>2. 价格和数量 2.1 货物价格以美元为货币单位, 按照 FOB SHENZHEN CITY, CHINA 贸易术语成交。 2.2 每次运输需要在形式发票和商业发票上具明, 如果有不匹配, 以形式发票为准。 2.3 本合同总金额为_____美金。 2.4 本合同包含_____套 _____(产品) 及其配件, 单价 US\$ _____/套。</p> <p>3. 付款条件 3.1 本合同供应的商品应以美元为货币来支付。付款必须满足如下: 3.1.1 买方必须在自签订合同日后两周内至少支付合同总金额的____%预付款(共 US\$ _____)。</p> <p>4. 订单流程 4.1 根据买方的询价, 卖方应提供至少 30 天以内有效的价格表。</p>
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<p>4.2 Each product agreed in the contract should contain the following products and accessories: _____</p> <p>4.3 Order is considered to be confirmed by the Parties, from the moment of the Buyer sign contract and send <u>100%</u> down payment of ____Units order Bank slip to Seller by e-mail or fax.</p> <p>4.4 All documents shall be issued in total correspondence with international rules as well as in correspondence to requirements of Chinese customs and buyer's customs laws.</p> <p>5. Way of Delivery</p> <p>5.1. The goods of this contract could be delivered in one batch shipment.</p> <p>6. Specifications, Quality of the Goods</p> <p>6.1 _____ Specifications should be correspond to below parameters-</p> <p>6.1.1 _____</p> <p>6.2 Quality of the Goods, delivered under the present Contract, shall correspond to parameters settled in Sales Contract and Specification.</p> <p>7. Packing and Marking</p> <p>7.1. The outer and inner packing of the Goods shall fully protect them from any damage in transit including possibility of transshipment.</p> <p>7.2. Marking of outer package of the Goods shall be affected according to the international standards and standards of the country of final destination.</p> <p>8. Conditions of Warranty</p> <p>8.1 The Seller warrants the products to be:</p> <p>(1) Free from defects in material and workmanship under normal use and service for a period of three (3) months from the date of delivery.</p> <p>(2) Conformed to the Seller's specifications and user manual. Once the products are sold, Rugged Tech has no obligation to modify or update the hardware.</p> <p>8.2 The warranties don't apply to defects resulting from:</p> <p>(1) improper or inadequate maintenance by Customer;</p> <p>(2) customer or third party supplied software;</p> <p>(3) unauthorized modification;</p> <p>(4) improper use or operation outside of the conditions specified for the products, improper site preparation;</p> <p>(5) abuse, negligence, accident, liquid spillage, acts of nature such as flood or lightning damage, loss or damage in transit;</p> <p>(6) Unauthorized maintenance or repair.</p> <p>8.3 The Buyer must prepare proper clearance invoice to avoid any duty tax during its return, any exceptions to the Return Policy must be agreed upon in writing between the Seller and</p>	<p>4.2 本订单下的每套设备应该包含如下产品和配件: _____</p> <p>4.3 自买方确认卖方的合同并通过电邮或传真给卖方发送总订单____套 <u>100%</u>预付款银行付款水单这一刻起,本订单被认为是确定执行。</p> <p>4.4 所有运输文件必须完全符合国家贸易规则,且遵守中国海关法和买方海关法。</p> <p>5. 运输条款</p> <p>5.1 本合同货物按照双方签订的销售合同分一批安排运输。</p> <p>6. 货物规格和品质</p> <p>6.1 _____ (产品) 规格必须符合下列参数-</p> <p>6.1.1 _____</p> <p>6.2 本合同交付的商品质量,应该符合销售合同和产品规格。</p> <p>7. 包装和唛头</p> <p>7.1 外包装和内包装必需保证商品远离运输过程中可能产生的损害。</p> <p>7.2 外包装的唛头必须符合国际运输标准和目的地国的包装标准,包括双方确定的文件标准。</p> <p>8. 保修条件</p> <p>8.1 卖方对其生产的商品提供——</p> <p>(1) 自发运之日起3个月内,在正常使用的环境下出现的材料或工艺缺陷,免费保修</p> <p>(2) 符合卖方产品规格和用户手册的合同产品给予保修;一旦商品出售后,卖方没有义务修改或者升级硬件。</p> <p>8.2 保修服务不适用于由于以下情况造成的故障:</p> <p>(1)用户单方面不合适或不恰当的维修;</p> <p>(2) 用户或第三方供应的软件;</p> <p>(3) 未经许可的修改;</p> <p>(4) 超出规定使用环境的不适当的安装和使用;</p> <p>(5) 滥用、保管疏忽、意外事件、液体渗透、自然行为如洪水或闪电、遗失、运输损伤;</p> <p>(6) 未经许可的保养或维修。</p> <p>8.3 买方必须准备合适的清关发票来避免返回过程中产生的关税,如有例外,需买卖双方安排返回之前协商同意,没有任何损坏</p>
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the Buyer prior to return. The accessories without any defect should not be sent together with Handheld.

8.4 If buyer return the broken product for repair, which caused by product quality failure during warranty time and terms, buyer should undertake the freight costs send to china, and seller should undertake the freight costs to send back to Buyer after repair. The Buyer's taxes and dues on Buyer's side, and China taxes and dues on Seller's side.

8.5 If has any quality failure of the product, buyer should issue related report document to seller in advance before ask for repair.

#### 9. Claims

9.1 In case of detecting of the contradiction to the confirmed goods, the quantity and the quality based on the present Contract during accepting the Goods, the Buyer shall have a right to demand to count the cost of the Goods not corresponding to the listed conditions towards the next order or shipment. Together with claim Buyer is obliged to offer Survey report of International Industry and Trade Bureau.

9.2 If the part of non-conformity is not negotiable, the buyer has a right of refusal based on the deficiency in the quality and quantity, and can ask the Seller to compensate 1 by 1 component for replacement. Total shipment cost for return will be charged to Seller.

9.3 If it is seller's own reason that relieve this order or cancel this order, seller should pay the penalty to buyer based on 30% of total amount of the present contract. If it is buyer's reason that relieve this order or cancel this order, buyer should pay the penalty to seller based on 30% of total amount of the present contract

#### 10. Force Majeure

10.1 Neither party shall be liable for the failure to perform its obligations under the present Contract partly or fully if such a failure is directly the result of Act of God (fire, flood, earthquake), war, embargo on exportation and importation, and other unforeseeable consequences beyond the parties' reasonable control, if these circumstances have had a direct influence on the performance of the contract. At that the term of carrying out obligations is postponed in proportion to the time, during which the circumstances and their results were present.

10.2 Party having circumstances that disable it to perform the obligation of the contract shall immediately inform the other party about the beginning and ending of the above circumstances. If any party fails to inform the other party immediately it deprives the corresponding party of the ability

的配件不应该随设备返回。

8.4 如果买方退回有质量缺陷的产品（符合保修期限和保修条款）进行返修，买方承担运输费用寄到中国，卖方维修后，承担运输费用寄到买方。买方的税费由买方承担，中国的税费由卖方承担。

8.5 如果有任何质量缺陷的产品，买方应在提出维修要求前向卖方出具相关的报告。

#### 9. 索赔

9.1 在确认商品验收的过程中，万一买方认为商品质量和数量与合同条款不符，买方有权利要求把不符合造成的成本计算入下个订单或运输。买方有义务提交国际工业和贸易局的调查报告给卖方以证明此事。

9.2 买方接收货物时无法接受与合同不一致的地方，买方有权利拒绝接受质量和数量不符合的部分，并且可以要求卖方提供一对一的更换，更换过程中产生的运输费用由卖方承担。

9.3 如因卖方原因而终止合同或取消合同，卖方需付总合同金额的 30%赔偿给买方，如因买方原因而终止合同或取消合同，买方同样需支付总合同金额的 30%赔偿给卖方或卖方可以保留从买方所付 30%预付款)。

#### 10. 不可抗力

10.1 如果发生不可抗力情况（即火灾，水灾，地震，战争，禁止进出口以及其它合同双方不抗拒或无法履行义务的情况）造成合同某一方不能完全或部分履行其合同，按不可抗力与其后果存在的时间推迟履行义务。

10.2 由于不可抗力条件而不能履行本合同义务一方，应尽快一天内将妨碍履行义务的不可抗力的出现及结束情况通知另一方。如果某一方尽快不通知另一方，未来不能诉诸于不可抗力情况。

10.3 如果因为一下原因导致卖方交期延误，卖方不应该承担责任：

1. 卖方检测出任何问题产品
2. 买方指定货物运输代理人的原因
3. 买方付款时间的延迟

<p>to appeal to such circumstances in the future.</p> <p>10.3 Seller shall not be liable for the failure to make the delivery on time if such a failure is directly from</p> <ol style="list-style-type: none"><li>1. inspection any defects by seller's side</li><li>2. Buyer's forward agent reason</li><li>3. Buyer's postpone payment time.</li></ol> <p>11. Arbitration. Applicable law</p> <p>11.1 All disputes and controversies that may arise between the parties in connection with the Contract shall be solved by negotiations of the parties.</p> <p>11.2 If both parties fail to reach an agreement, it can be arbitrated by Cietac (China International Economy and Trade Arbitration Commission). The applicable law is the Law for People's Republic of China</p> <p>11.3 The Arbitration adjudication is final and both parties shall comply with the implementation. The Language of arbitration is Chinese.</p> <p>12. Validity of the contract, the order of its change and cancellation</p> <p>12.1 The validity of the present contract continues till _____.</p> <p>12.2 Any amendments and addenda to the present contract are valid only if being done in written form and signed by authorized representatives of both parties.</p> <p>12.3 This contract may be terminated for the following reasons: Under the mutual agreement of the parties; Under the decision of Court.</p> <p>12.4 Cancellation of contract does not absolve Parties of obligations, appeared during execution of contract, as well as duties to contribute charges and penalties or any other responsibilities, stated by this Contract and law of China.</p> <p>13. Miscellaneous</p> <p>13.1 This Contract is valid since the date of signing by both parties.</p> <p>13.2 In case neither party gives notice of termination to the other party within 30 (thirty) days after sign the sales contract, then no need to sign a new sales contract.</p> <p>13.3 All alterations and amendments to the Contract shall be valid if made in a written form and signed by the parties.</p> <p>13.4 This Agreement and all appendices to it shall be governed by and construed in accordance with the "United Nations Convention on Contracts for the International Sale of Goods" and "INCOTERMS 2010".</p> <p>13.5 The present Contract is drawn up in two copies (one for each of the party) in English and in Chinese which have equal force. In case if Buyer and Seller will have a controversy over</p>	<p>11. 仲裁</p> <p>11.1 由于本合同所产生或与本合同有关的一切纠纷, 应尽可能通过双方友好协商解决。</p> <p>11.2. 如双方不能达成协议, 可通过中国国际经济贸易仲裁委员会进行审理。依据的法律为中华人民共和国法律。</p> <p>11.3 仲裁的决定算是最终裁决而双方应履行。法庭审理语言是中文。</p> <p>12. 合同的有效期, 变更和取消</p> <p>12.1 本合同的有效期到_____。</p> <p>12.2 本合同的任何修订和附录必须以双方授权代表签字的书面形式生成后才能生效。</p> <p>12.3 本合同在以下指定条件下可以终止: 买卖双方互相协商同意; 仲裁法庭的宣判结论。</p> <p>12.4 解除合同并不免除当事人在合同执行过程中应尽的义务, 以及合同执行过程中按照中国法律所产生的费用、罚款或任何其他责任义务。</p> <p>13. 其它条件</p> <p>13.1 本合同自双方签署之日起有效。</p> <p>13.2 如自本合同签订日起 30 天内一方未向对方表明意图废除合同, 那么不需签订新的合同。</p> <p>13.3 本合同的任何更改和补充只有在以书面形式形成, 并经双方代表签字后能生效。</p> <p>13.4 本协议及其所有附件应按照《联合国海洋法公约》签订国际货物销售"和"2010年国际贸易术语解释通则"。</p> <p>13.5 本合同一式两份, 各以英, 中文书就, 双方各执一份。两种文本具有同等法律效力。如果买家和卖家对中文合同和英文的内容理解存在争议, 则以英文合同或中文合同为准。</p>
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