

AGREEMENT FOR SALE OF MACHINE

This Sales Agreement ("Agreement") is entered into by and between **JAHID AYYUB CO. LLC**, Dubai UAE ("Seller") and **ROGA & COPYTA LLC**, Kazakhstan ("Buyer").

1. Sale of Equipment. Buyer hereby agrees to purchase from Seller a set of **Fibre Laser Cutting Machine** (the "Equipment") of model number F1530 with specification as set forth in the attached Exhibit A, and in the Equipment brochure.

2. Price and Payment. The price for payment for the Equipment is **Thirty-Five Thousand Two Hundred US Dollars (US\$35, 200)** as set forth in the attached Invoice (the "Invoice"). Payment is by bank transfer as set forth in the Invoice and in the Exhibit B attached.

2.1 Contract shall be paid before shipment. In case of an advance payment, goods subject to import into the customs territory of Russia within 90 days from the moment of debiting the account of Buyer.

2.2 In a case the goods are not delivered, the Seller undertakes to return an advance payment into the account of the Buyer not later than 90 days from the moment of payment.

2.3 The date of debiting money from the account of Buyer is considered to be the payment date.

3. Delivery. Seller shall use its reasonable efforts to deliver the Equipment to Buyer within the estimated delivery date set forth in the Invoice. Delivery shall be made CIF to Buyer's Ust-Luga Port, Russia. If the delivery is not made within the estimated delivery date, as set forth in the Invoice, other than because of the fault of Buyer or by *force majeure*, Buyer may cancel its purchase of the Equipment. Buyer takes responsibility of the Equipment after Seller has successfully delivered to the Ust-Luga Port. The terms CIF shall be subject to the International Rules for the Interpretation of Trade Terms (INCOTERMS 2010) provided by International Chamber of Commerce (ICC).

3.1 The Seller undertakes to deliver the Equipment in packing securing full safety of the goods from the damage or corrosion when the consignment is transported.

3.2. The Seller undertakes to provide each shipment with markings in English:

- Seller's name
- Buyer's name
- Contract number
- Destination
- Number of package and total number of packages
- Size of package
- Gross and net weight
- Other shipping marks as required

3.3. The Seller undertakes to inform the Buyer by fax or by e-mail about the date of shipment, number of packages, weight, and value of the shipment 1(one) week in advance before shipment of the Machine from Seller factory. The Seller shall send the following documents to the Buyer:

- Commercial invoices 4 copies
- Packing lists 4 copies
- All transport documents

4. Operation of the Equipment, after sales and maintenance. Buyer shall be responsible for operation of the Equipment. Buyer shall operate the Equipment in a reasonably competent manner and in compliance with the operations manual for the Equipment. Buyer shall comply with all applicable rules, laws, and regulations in connection with operation of the Equipment. **Buyer shall not use the equipment in any manner that could threaten the life or safety of any persons. Specifically, though not limited to, Buyer shall use the Equipment for the purpose it is made for.**

After Sales and Maintenance

a) The quality warranty period is 3 years which counted from the production date on the nameplate, excluding the physical damage. Seller will provide Buyer with the fittings for free during the guarantee period. But please kindly noted that all users are kindly required to return to Seller the damaged fittings (if requested) by courier with Buyer's charge before Seller send back the alternative fitting parts. After warranty period, the fittings which Buyer need repaired or changed should be in charge by Buyer, and there will be reasonable charged.

b) Since it is difficult for Seller's engineer to maintain the machine by face to face, Seller will create a plenty of online-supports. That is to say, Seller will give Buyer technical supports by email, camera, video, telephone when Buyer meets some problems on installing, operating, adjusting, maintaining, and so on.

c) When Buyer meets some problems with installing, using or adjusting, but our online-support cannot solve it, Seller can offer Door-to-Door service. If Buyer needs Seller's engineer(s) to assemble or maintain or adjust the machine in Buyer's area, Buyer would like to be required to assist Seller to deal with the visa formality, traveling expenses prepaid and accommodation arrangement during the business trip and the service period before they dispatched. Otherwise, Buyer also can arrange Buyer's engineer to come to visit Seller's factory to get a long-term free technical training.

5. Infringement Indemnity. Seller will defend and indemnify Buyer against a claim that the Equipment infringes any copyright or patent, provided that: (a) Buyer notifies Seller in writing within 30 days of the claim; (b) Seller has sole control of the defense and all related settlement negotiations; and (c) Buyer provides Seller with the assistance, information and authority necessary to perform Seller's obligations under this Section. Reasonable out-of-pocket expenses incurred by Buyer in providing such assistance will be reimbursed by Seller. Seller shall have no liability for any claim of infringement based on use of Equipment altered by Buyer. In the event the Equipment is held or is believed by Seller to infringe, Seller shall have the option, at its expense, to (a) modify the Equipment to be non-infringing; (b) obtain for Buyer a license to continue using the Equipment; or (c) refund the fees paid for the Equipment. This Section 5 states Seller's entire liability and Buyer's exclusive remedy for infringement, misappropriation or related claims.

6. Disclaimers and Warranty.

(a) Seller warrants to the Buyer of Equipment that for the Warranty Period (as defined below), the Equipment will be free from material defects in materials and workmanship. The foregoing warranty is subject to the proper installation, operation and maintenance of the Equipment in accordance with installation instructions and the operating manual supplied to Buyer. Warranty claims must be made by Buyer in writing within sixty (60) days of the manifestation of a problem. Seller's sole obligation under the foregoing warranty is, at Seller's option, to repair, replace or correct any such defect that was present at the time of delivery, or to remove the Equipment and to refund the purchase price to Buyer.

(b) The "Warranty Period" begins on the date the Equipment is delivered to Buyer and continues for thirty-six (36) months.

(c) Any repairs under this warranty must be conducted by an authorized Seller service representative.

(d) Excluded from the warranty are problems due to accidents, misuse, misapplication, storage damage, negligence, or modification to the Equipment or its components.

(e) Seller does not authorize any person or party to assume or create for it any other obligation or liability in connection with the Equipment except as set forth herein.

(f) THE INDEMNITY IN SECTION 5 AND WARRANTY IN SECTION 6(a) ABOVE IS EXCLUSIVE AND IN LIEU OF ALL OTHER INDEMNITIES OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. Nondisclosure. By virtue of this Agreement, Buyer may have access to information that is confidential to Seller ("Confidential Information"). Confidential Information shall include, but not be limited to, the terms and pricing under this Agreement, the technical and other specifications for the Equipment and all information clearly identified as confidential. Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of Buyer; (b) was in the Buyer's lawful possession prior to the disclosure and had not been obtained by Buyer either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the Buyer by a third party without restriction on disclosure; or (d) is independently developed by Buyer. Buyer agrees to hold Confidential Information in confidence during the term of this Agreement and for a period of five years after termination of this Agreement. Buyer agrees, that unless required by law, it shall not make Confidential Information available in any form to any third party or to use Confidential Information for any purpose other than the implementation of this Agreement. Buyer agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees, representatives or agents in violation of the terms of this Agreement.

8. Limitation of Liability. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, OR USE INCURRED BY BUYER OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT, OR TORT, OR OTHERWISE EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SELLER'S LIABILITY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE DEFECTIVE EQUIPMENT. THE PROVISIONS OF THIS AGREEMENT ALLOCATE THE RISKS BETWEEN SELLER AND BUYER.

SELLER'S PRICING REFLECTS THIS ALLOCATION OF RISK AND BUT FOR THIS ALLOCATION AND LIMITATION OF LIABILITY, SELLER WOULD NOT HAVE ENTERED INTO THIS AGREEMENT.

9. Miscellaneous.

(a) This Agreement, and all matters arising out of or relating to this Agreement, shall be governed by international laws and laws applicable in Seller's and Buyer's countries. However, all disputes arising in connection with this Sales Contract or the execution thereof shall first be settled by way of amicable negotiation, failure of which either party can take recourse to legal actions.

(b) Any legal action or proceeding relating to this Agreement shall be instituted solely in any courts in the Buyers or Sellers Country. Seller and Buyer agree to submit to the jurisdiction of, and agree that venue is proper in, these courts in any such legal action or proceeding.

(c) All notices, including notices of address change, required to be sent hereunder shall be in writing and shall be deemed to have been given when sent by mail, email or by fax to the address listed.

(d) Prices for Equipment specified herein are exclusive of all city, state and federal taxes, including, without limitation, taxes on manufacture, sales, receipts, gross income, occupation, use and similar taxes that are applicable in the Buyer's country. Buyer agrees to pay such taxes directly or to reimburse Seller for all such taxes, whether imposed on Buyer that may be applicable in the Buyer's country.

(e) To secure payment and performance of all Buyer's obligations hereunder, Seller hereby retains title to Equipment and a security interest therein until payment in full and performance by Buyer of all said obligations.

(f) In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force.

(g) The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach. Except for actions for non-payment or breach of Seller's proprietary rights, no action, regardless of form, arising out of or in connection with this Agreement may be brought by either party more than one year after the cause of action has accrued.

(h) Buyer agrees to comply with all relevant import and export laws and regulations applicable in the Buyer's country.

(i) Seller is an independent contractor; nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between the parties.

(j) This Agreement constitutes the complete agreement between the parties with respect to its subject matter and supersedes all prior or contemporaneous agreements, understandings, representations, discussions, proposals, literature, and the like, written or oral. This Agreement may not be modified or amended except in a writing signed by a duly authorized representative of each party; no other act, document, usage or custom shall be deemed to amend or modify this Agreement.

(k) In any proceeding brought to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs incurred.

(l) This Agreement shall be construed as to its fair meaning and not strictly for or against either party.

(m) Seller shall not be deemed to be in default of any provision of this Agreement, or for failures in performance, resulting from acts or events beyond its reasonable control. Such acts shall include but not be limited to acts of God, civil or military authority, civil disturbance, war, strikes, fires, other catastrophes, labor disputes, parts shortages, or other events beyond Seller's reasonable control.

(n) No action, regardless of form, arising out of this Agreement may be brought by either party more than one year after the cause of action arose, or in the case of non-payment, more than two years from the date of last payment.

(o) **QUALITY DISCREPANCY.** In case of quality discrepancy, claim should be filed by the Buyer within 30 days after the arrival of the goods at port of destination, while for quantity discrepancy, claim should be filed by the Buyer within 15 days after the arrival of the goods at port of destination.

(p) This Agreement may be assignable, directly or indirectly, by Buyer.

(q) This Agreement may be executed in multiple counterparts, any of which will be considered as original, but all of which will constitute one and same instrument.

r) The contract is irrevocable and confirmed and is entered into by the parties in good faith, comes into force from the date of signing by the parties and is valid up to one year.

10. Declaration.

We have carefully reviewed this agreement and accept all of its terms and conditions. We are therefore executing this agreement on the effective date below.

DATE: _____

BUYER'S NAME: _____

REPRESENTED BY: _____

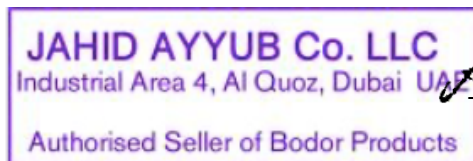
ADDRESS: _____

SIGNATURE

SELLER'S NAME: **JAHID AYYUB CO. LLC**

REPRESENTED BY: **Mr. Omran Mohamed Abdullah Alshamsi (Managing Director)**

ADDRESS: **Industrial Area 4, Al Quoz, Dubai, UAE**




SIGNATURE

EXHIBIT A

SPECIFICATION

TECHNICAL INFORMATION

Model	F1530		Option
Max Cutting Range	1500*3000mm		
Machine Size (L*W*H)	2.4*4.7*1.9m	2400*4700*1900mm	According to Demands
Accessory Parts (L*W*H)	Chitler 1*1*1.2m Control Box 1*0.8*1.8m Fiber Module 0.5*0.6*0.14m		
Laser Medium	Single Core Junction Semiconductor Module		
Max Cutting Speed	25m/min		
Cooling Way	Water Cooling		
Laser Power	500W(Option 200W/300W/400W/1000W/2000W)		
Min Line Width	0.1mm		
Cutting Depth	0.2-6mm		
Driving and Transmission Way	Imported Servo Motor and Linear Guide Rail		
Power Requirements	380V/50Hz/16A		
Continuous Working Time	24Hours		
Certification	CE, SGS, FDA		
Related Weight	Machine Body 4733kg Trolley 116kg Computer Cabinet 56kg Servo Cabinet 75kg Transformer 77kg Chiller 93kg Fiber Module 50kg		

CHARACTERISTICS:

1. Application of gantry structure and integrated cast cross-girder to achieve **higher rigidity, stability, shock resistance**.
2. **High-performance laser source and stable operating system** which make the best cutting effect.
3. The machine owns perfect cooling system, lubrication system and dust removal system, to ensure that **it can operate stably, efficiently and durably**.
4. The machine is capable of automatic height adjustment to **maintain constant focal length and stable cutting quality**.
5. The machine is used for **cutting a variety of metals** with excellent and stable cutting quality.
6. The specialized CAD / CAM automatic programming software and automatic nesting software aim to maximally save raw materials.
7. Access to the CNC system through Ethernet interface makes communication and **remote monitoring possible during the laser cutting process**.

PACKAGING:

1. Whole film packaging machine;
2. Anti-collision package edge;
3. Fumigation-free plywood wooden box with iron binding belt.

JAHID AYYUB Co. LLC
Industrial Area 4, Al Quoz, Dubai UAE
Authorised Seller of Bodor Products

EXHIBIT B

PAYMENT INSTRUCTION:

BANK NAME: EMIRATES ISLAMIC BANK
BRANCH: Dubai, Branch
SWIFT: MEBLAEAD
IBAN: AE 720340003708430194601
ACCT NAME: JAHID AYYUB CO. LLC
ADDRESS: Industrial Area 4, Al Quoz, Dubai UAE

