

Contract

Supply of Diesel Generator Set

PURCHASE CONTRACT

Contract of Diesel Generator Set

THE BUYER:

ADDRESS:

TEL:

FAX:

PLACE OF SIGN:

THE SELLER: Caigate Hybrid Microgrid Limited

ADDRESS: Rm 225 John Eccles House, Robert Robinson Avenue. OX4 4GP

TEL: 01865 338200

FAX:

PLACE OF SIGN:

This contract is made by and between the Buyer and the Seller, whereby the Buyer agrees to buy and the Seller agrees to sell the under mentioned commodity(ies) according to the terms and conditions stipulated below:

1. COMMODITY AND SPECIFICATIONS:

Item	Goods & Specifications	Unit	Qty	Unit Price (GBP)	Sub Total (GBP)
1	DIESEL GENERATOR				
2					
3					
4					
TOTAL AMOUNT: (GBP)					
TOTAL VALUE (IN CAPITAL):					

2. COUNTRY OF ORIGIN AND BRAND:
3. MODE OF TRANSPORT:

_____ Air Transportation, _____ Sea Transportation.

4. PACKING:

The Contract Goods well packed in international standard container and take all necessary measures to protect the Goods from dampness/moisture, rust, shock, anticorrosive and rough handling, that may be arisen from long-distance sea transportation and to ensure all Goods arriving at the designated site without any damage;

The Seller shall provide suitable packing as stipulated in this Contract and ensure intact package on delivery. Otherwise, the Buyer shall have the rights to require the Seller to repack, and the Seller shall bear the damage and responsibility of delay delivery arising from unsuitable packing;

The Seller shall compensate the Buyer for the damage or lose arising from unsuitable packing, protection, measure and storage, etc before shipment.

5. SHIPPING MARKS:

The Sellers shall mark on each packing with indelible paint the package number, gross weight, net weight, measurement, lifting position, port of destination and the wordings "KEEP DRY", "HANDLE WITH CARE", "THIS SIDE UP" etc., and the following shipping mark: (supplied by buyer).

6. TIME OF DELIVERY: Within _____ months after the seller has accepted the L/C opened

by the buyer.

7. PORT OF SHIPMENT: Main Seaport, UK

8. PORT OF DESTINATION:

9. TERMS OF PAYMENT:

The first term of payment: Before _____ the Buyer shall open an 100% transferable Letter of Credit or Telegraphic Transfer 100% contract amount to the Seller.

The second term of payment: Before _____ the Buyer shall Telegraphic Transfer 30% contract amount to the Seller. The Buy shall open an 70% transferable Letter of Credit as the Balance to the Seller _____ days before the time of delivery.

10. INSURANCE: To be covered by Buyer.

11. NEGOTIATION DOCUMENTS:

The Sellers shall presents the following documents to the paying bank for negotiation.

INVOICES: Manually signed commercial invoice in 3 folds indicating Contract number.

OCEAN BILL: 3 sets of clean on board original ocean bills of lading made out to order and blank endorsed. Marked "Freight Prepaid" notifying the Buyer.

PARCKING LIST: Packing list/weight memorandum in 3 folds issued by Seller.

CERTIFICATE OF QUALITY: Certificate of quality and testing reports for each unit of Gen-sets in 3 folds issued by manufacturer.

ORIGINAL CERTIFICATE: 1 set of original certification of gen-sets.

12. SHIPPING ADVICE:

Seller will issue copy of fax to the Buyer within 72 hours after shipment advising name of vessel, B/L number, shipping date, quantity and weight.

13. WARRANTY FOR THE QUALITY OF COMMODITY(IES):

The Seller guarantee that the commodity(ies) hereof is made of the best materials with first class workmanship, brand new and unused and complies in all aspects with the quality and specifications stipulated in the contract. The Sellers guarantee that the commodity(ies), when correctly mounted and properly operated and maintained, shall be given (1) _____ months warranty counting from the

date of shipment or (2) _____ months warranty counting from the date of final acceptance protocol at the end-user's site or (3) accumulated _____ operation hours warranty, which ever first come.

14. INSPECTION AND CLAIM:

The Seller shall, before delivery, make a precise and comprehensive inspection of the goods in regards to the quality, specifications, performance and weight/quantity, and issue inspection certificates certifying the technical data and conclusion of the inspection. The Sellers shall be response for the costs and the Buyers' loss due to the goods wrong-shipment and/or missing-shipment.

In case that damages occur in the course of operation due to inferior quality, bad workmanship or the use of inferior materials, the Buyers shall immediately notify the Sellers in writing and put forward a claim supported by an inspection Certificate issued by a international Inspection and Quarantine Bureau of the People's Republic of China. The Inspection Certificate is issued shall be accepted as the base of a claim. The Sellers, in accordance with the Buyers' claim shall be responsible for the immediately elimination of the defect(s), or for complete or partial replacement, of the commodity(ies), or shall devalue the commodity(ies) according to the state of the defect(s). Where necessary, the Buyers shall have discretion to eliminate he defect(s) themselves at the Sellers' expenses.

The claim mentioned above shall regarded as being accepted if the sellers fail to reply within 30 days upon receipt of the Buyers' claim.

15. FORCE MAJEURE:

The Sellers shall not be held responsible for late delivery or non-delivery of the commodity(ies) due to force majeure, such as, war, serious fire, flood, typhoon and earthquake, or other events agreed upon between both parties, which might occur during the process of manufacturing.

The Sellers shall, within seven days of the occurrence of such events, advise the Buyers of the events mentioned above by cable/telex/fax and, within fourteen days, send the Buyers by express airmail a certificate of the accident issued by the competent Government Authorities where the accident occurs as evidence thereof. Under such circumstances the Sellers, however, are still under the obligation to take all necessary measures to hasten the consignment of the commodity(ies). In case the accident lasts for more than ten weeks, the Buyers shall have the right to cancel the contract.

16. ARBITRATION:

All disputes arising from or in connection with the contract shall be settled through friendly consultation between both parties. In case no settlement can be reached, the disputes shall be submitted to the General Counsel, International Court of Arbitration, International Chamber of Commerce, 38 Cours Albert Ler, 75008 Paris, France in accordance with the Rules of Procedures by the said Arbitration Courts. The arbitration award shall be final and binding on both parties. The arbitration fee shall be bore by the losing party and the arbitration place shall

be in Paris, France. In the course of arbitration either party shall continue to perform the contract except the dispute matter under arbitration.

17. BANK DOCUMENT:**THE BUYER:**

BANK NAME:

BANK ADDRESS:

ACCOUNT NO.:

THE SELLER: Caigate Hybrid Microgrid Limited

BANK NAME: HSBC Bank

BANK ADDRESS: 26 Broad St, Reading RG1 2BU

ACCOUNT NO.: 95033993

SORT CODE: 403804

18. SUPPLEMENTARY CONDITIONS:

This contract is made in (2) originals, of which (1) is left to the Buyers and (1) is left to the Sellers.

The provisions contained herein constitute the entire agreement and supersede all previous communications and representations either verbal or written between the both parties herein with respect to the subject matter of the contract.

=== Signature page ===

THE BUYER:**THE SELLER: CAIGATE HYBRID
MICROGRID LIMITED****Signature:****Signature:****Representative of buyer:****Representative of seller:****Date:****Date:**