

SALES AND PURCHASE CONTRACT

BUYER:

EMPRESA MUNICIPAL DE SERVICIOS FUNERARIOS Y DE CEMENTERIOS DE MADRID,
SA Calle Salvador de Madariaga nº 11, Madrid 28027, Spain Fiscal Code (CIF): A-87607917

Legal Representative: Dña. Inmaculada Sanz Otero

SELLER:

LENO (M) SDN BHD

Address: No. I-81G, Jalan Teknologi 3/9 Bistari De Kota, Kota Damansara 47810 Petaling Jaya,
Selangor, Malaysia

Legal Representative: Dato Sri San Chin Choon

SCOPE OF CONTRACT:

This Contract is made by and between the Buyer and the Seller, whereby the Buyer agrees to buy, and the Seller agree to sell the below mentioned product according to the terms and conditions stipulated below:

PRODUCT:

Description of product:

KN95 Graphene Sterilization Antiviral 3D mask

Manufacturer: Zhinongbao (Beijing) Technology Co., Ltd

Authorize Oversea Dealer: NIXFOL PTE LTD (SINGAPORE)

Address: 7500A Beach Road, #11-307 THE PLAZA, Singapore 199591

CEO: Peter Tan

Specifications

GB/2626-2006, GB/T32610-2016

Certifications of CE compliance,

CE registration FDA registration

PACKAGING:

Packaging: 5pcs/ bag, 200 bags/master carton

Master carton: 1000 pcs

Size master carton: 700*400*320 mm

Gross weight master carton: 7.8kg

TOTAL: 1000 Master Carton (1 million pcs)

The packaging requirement is not mandatory.

QUANTITY:

Total deliver quantity is one million pieces for the first and only order.

INCOTERMS:

FOB Shanghai

PRICE:

Price per piece for one million pieces at US\$ 6.6893

CONTRACT VALUE:

The total value of the contract for the one million pieces is US\$ 6.689.300,00

PAYMENT TERMS:

Order 50% 3.344.650,00 \$ TT payment upon ordering and 50% 3.344.650,00 TT payment to upon successful internal quality inspection report.

GUARANTEE OF QUALITY/QUANTITY:

With internal quality inspection report, the Seller guarantees that the product hereof is brand new and complies in all respects with the quality and specification stipulated in this Contract including CE certification. Quantity upon best effort of manufacturer. Buyer irrevocably agrees to buy goods upon satisfactory internal quality inspection report.

PERFORMANCE GUARANTEE:

The seller to offer a corporate guarantee for 2% as a performance bond.

CUSTOM FORMALITY:

The buyer shall be responsible for all and any customs clearance documentation for export and import at its own cost in accordance with the applicable laws and regulations.

GOVERNING LAW AND JURISDICTION

This sales and purchase contract shall be governed by and construed in accordance with the laws of Malaysia without giving effect to the principles of conflict of laws thereof.

The parties irrevocably and unconditionally submit to the exclusive jurisdiction of Malaysia, in relation to any disputes or proceedings relating to or arising out of this agreement.

EFFECTIVENESS OF CONTRACT:

This contract shall be effective upon signing of this document by both parties.

The payment of the quantity agreed for the order for the masks shall be effective upon lodging of the bank instrument (Initial MT103 transaction).

TERMINATION OF CONTRACT:

Duration of the Contract is one month.

FORCE MAJEURE:

Neither the Seller nor the Buyer shall be liable for any failure to perform as required by this Contract to the extent that such failure to perform is due to force majeure which is reasonably beyond said party's control, such as earthquake, flood, fire, factory downtimes, war or other unforeseen events, and whose occurrence and consequences are unforeseeable and unavoidable.

The party's obligations under the Contract affected by such event shall be suspended for the period of delay caused by such event. The prevented party shall notify the other party without any delay, and within 15 days thereafter provide detailed information of such event explaining the reason of its inability to perform all or part of the Contract.

The Buyer and Seller shall, through consultations, decide whether to terminate the Contract or to exempt part of the obligations for a certain period until the event of force majeure has ended.

NON-CIRCUMVENTION AND NON-DISCLOSURE

This agreement is not to be freely circulated and is only for the purpose of the transaction contained herein.

The parties accept and agree to the provisions of the International Chamber of Commerce for, non-circumvention and non-disclosure with regards to all and every one of the parties involved in this transaction and agreement, additions, renewals, and third party assignments, with full reciprocation for a period of 5 years from the date of execution of this agreement with additional 2 years automatic roll – over renewals at the close of each transaction or exchange of information.

This clause is extensive to all subsidiaries and or affiliated companies and includes and protects the intermediary companies, acting as brokers. It is further agreed that any information of buyer, manufacturer and seller contained in this agreement is to be held in the strictest confidence, except to the legal councils, accountants or financial advisor.

Indemnity: Any Breach of this agreement will be treated as violation making the party responsible to compensate the other party for the loss.

Assignment: the parties shall not transfer or assign same or any part of the obligations of this agreement without the advance written consent of the other party.

Entire agreement: the entire agreement between the seller and the buyer is set forth herein and any amendment or modification shall be in writing and shall be executed by duly authorized representatives in the same manner as this agreement. The provisions of this agreement are severable, and if any one or more such provisions are determined to be illegal or otherwise unenforceable, in whole or in part, under the laws of stated jurisdiction, the remaining provisions or portions hereof shall, nevertheless, be binding on and enforceable by and between the parties hereto.

GUARANTEE LETTER:

Manufacturer will provide a guarantee letter covering full legal & corporate responsibility to safely deliver goods FOB Shanghai international even during the event of an export ban on the product described above by the PRC authorities.

GENERAL PROVISIONS

By signing of this contract, all previous correspondence and negotiations connected herewith shall immediately become null and void.

This contract comes into effect from the date of signing and receiving of it by all parties.

Any additional amendment and additional clauses to it shall be valid only if made in writing and duly signed by all parties are involved.

This contract shall be made in TWO (2) original hard copies in English language, where each party shall be entitled to receive an original hard copy of this contract in electronic form.

COPY OF CERTIFICATES DELIVERED:

Certificate of incorporation

Manufacturing license

Certificate of EC compliance

Quality Inspection on each Bag

Inspection Report on GB/2626-2006 KN95 Standard

SELLER'S BANKING INFORMATION

Name of the Bank	MAYBANK
Address of the Bank	Ground Floor, Wisma FGV, G2W, Jalan Raja Laut, Chow Kit, 50350 Kuala Lumpur, Malaysia.
Account No.	514299128989
Account Name	LENO (M) SDN BHD
SWIFT Code	MBBEMYKL
Bank Phone Number	+603-26936121
Bank Officer/Title	TAY PECK SIAN – OFFICER
Bank Officer Email	tayps@maybank.com

SIGNATURE PAGE:

This sales and purchase agreement have been read by the parties and knowing the content of it, they signed it by duplicate on the day 24th of March 2020.

This sales and purchase agreement have One Annex.

SELLER:

**BUYER: EMPRESA MUNICIPAL DE SERVICIOS
FUNERARIOS Y CEMENTERIOS DE MADRID**

CEO
Jose Luis Martinez Almeida

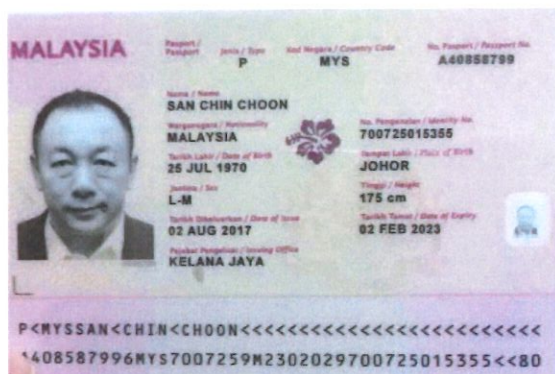
LEGAL REPRESENTATIVE: Dña. Inmaculada Sanz Otero

Signature & Stamp: _____
Date: 24/03/2020

Signature & Stamp: _____
Date: 24/03/2020

SELLER:
LENO
ADRESS
LEGAL REPRESENTATIVE

Signature & Stamp: _____
Date: 24/03/2020

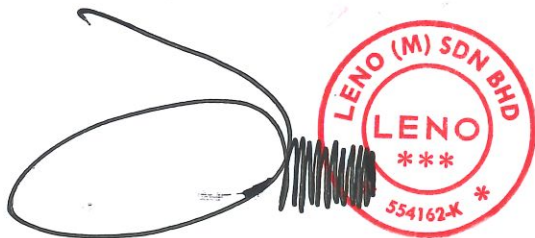


ANNEX 1

We LENO (M) SDN BHD, with full corporate and legal responsibility under penalty of perjury, confirm that we will deliver the product and quantity specify into the contract under FOB SHANGHAI delivery terms to international (AWSP). In the event of Force Majeure, for any other reason what soever such as, but not limited to the export ban from the local government at origin, the delivery could not be performed, we LENO _____ irrevocably confirm and guarantee that the totality of the funds paid in advance by _____ will be entirely paid back within 5 banking days to _____ bank account. (namely the 50% upfront payment and balance payment of 50% payment against internal quality inspection report).

Signed and sealed by Seller

Date

A handwritten signature in black ink is written over a red circular stamp. The stamp contains the text "LENO (M) SDN BHD" around the top edge, "LENO" in the center, "***" below it, and "554162-K *" at the bottom.

END OF DOCUMENT



统一社会信用代码

91110102MA01HH04XJ

营业执照

(副本) (2-1)



扫描二维码登录
“国家企业信用
信息公示系统”
了解更多信息。
备案、许可、照
管信息

名称 支农宝（北京）科技有限公司

类型 其他有限责任公司

法定代表人 史玉友

经营范围 技术咨询、技术服务、软件开发；家庭服务（不符合家政服务通用要求不得开展经营活动）；摄影服务；企业管理咨询；会议服务；设计、制作、代理、发布广告；销售电子产品、机械设备、五金交电（不含电动自行车）、建筑材料、文化用品、摄影器材、计算机、软件及辅助设备、化妆品、卫生间用具、化工产品（不含一类易制毒危险品及化学品）、体育用品、针纺织品、服装、日用品、家具、珠宝首饰、金银首饰、家用电器、工艺美术品、食用农产品（使用面积小于等于60平米的，须由属地街道办事处确认符合辖区百姓需求）、钟表、眼镜、玩具、汽车和摩托车配件、仪器仪表、陶瓷制品、橡胶制品、塑料制品、花卉、装饰材料、通讯设备、医疗器械II类；货物进出口；代理进出口；互联网信息服务；道路货物运输。（企业依法自主选择经营项目，开展经营活动；道路货物运输、互联网信息服务以及依法须经批准的项目，经相关部门批准后依批准的内容开展经营活动；不得从事本市产业政策禁止和限制类项目的经营活动。）

注册资本 5000万元

成立日期 2019年03月05日

营业期限 2019年03月05日至 长期

住所 北京市西城区广安门南街48号11层1105

登记机关



2020年03月02日

第二类医疗器械经营备案凭证

备案编号：京西食药监械经营备20200033号

企业名称	支农宝（北京）科技有限公司
法定代表人	史玉友
企业负责人	王利
经营方式	批发
住 所	北京市西城区广安门南街48号11层1105
经营场所	北京市西城区广安门南街48号11层1105
库房地址	北京市西城区广安门南街48号11层1105
经营范围	2002年版分类目录：Ⅱ类：6820*** 2017年版分类目录：Ⅱ类：07,09,14***

北京市西城区市场监督管理局
备案部门（备案专用章）

备案专用章

备案日期：2020年03月06日

Certificate of Compliance



No. 0P200310.ZT0044

Technical Construction File no. TPPEMJ2003093544

Certificate's
Holder:

Zhinongbao (Beijing) Technology
Co., Ltd.
1105, 11th Floor, 48 Guang'anmen South Street,
Xicheng District, Beijing

Certification ECM
Mark:



Product:
Model(s):

Vinyl graphene mask kn95
HS-MSK001 / HS-MSK002 / HS-MSK003 /
HS-MSK004

Verification to:

Standard:
EN 149:2001+A1:2009

related to CE Directive(s):
R 2016/425 (Personal Protective Equipment)

Remark: The product(s) has been verified on a voluntary basis. The product(s) satisfies the requirements of the Certification Mark of ECM, in reference to the above listed Standard(s). The above Compliance Mark can be affixed on the product(s) accordingly to the ECM regulation about its release and its use. The regulation can be found at www.entecerma.it. This Certificate of Compliance can be checked for validity at www.entecerma.it.
This verification doesn't imply assessment of the production of the product(s).

Additional information, clarification about the CE Marking:



We attest that a TCF for the CE Marking process is in place. Whereas the Manufacturer is Responsible to start the CE Marking Certification Procedure through an appointed Notified Body and the perform all the necessary activities, as required by the Directive and accepted by the Notified Body, before placing the CE Mark on the product(s).

Date of issue 10 March 2020

Expiry date 09 March 2025

Chief Manager
Marta Morina

Deputy Manager
Amanda Payne

Ente Certificazione Macchine Srl

Via Ca' Bella, 243 - Loc. Castello di Serravalle - 40053 Valsamoggia (BO) - ITALY
☎ +39 051 6705141 ☎ +39 051 6705156 ✉ info@entecerma.it 🌐 www.entecerma.it

合格证

产品名称	石墨烯抗病毒3D立体口罩
型号	TP-3M1/TP-3M2
规格	均码
包装	5只/袋
生产日期	2020.3.3
执行标准	T/CTCA 7-2019
检验	张丽



中国认可
国际互认
检测
TESTING
CNAS L0860

检测报告

No.委检(尘)2020-028

样品名称: N95 型石墨烯口罩

型号规格: TP-3M2

送检单位: 上海睿骋实业有限公司

检测类别: 委托检测

上海市安全生产科学研究所
劳动防护用品检测站



检测报告

No.委检(尘)2020-028

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检测类别	委托检测	样品编号	YP2020-0248
样品名称	N95 型石墨烯口罩	型号规格	TP-3M2
送检单位	上海睿骋实业有限公司	送检人	戴蓉
联系地址	上海市宝山区罗宁路 1288 弄 1 号		
联系电话	189 1060 2018	邮政编码	200949
样品制造商	上海睿骋实业有限公司	样品生产日期	2020 年 02 月 20 日
样品制造商地址	上海市宝山区罗宁路 1288 弄 1 号		
样品收到日期	2020 年 02 月 24 日	样品数量	25 个
样品状态描述	样品完好。		
样品照片			
检测项目	一般要求、外观检查、过滤效率、总呼气阻力、总吸气阻力、可燃性。		
检测依据	GB 2626-2006《呼吸防护用品 自吸过滤式防颗粒物呼吸器》 KN95		
检测日期	2020 年 02 月 27 日至 2020 年 03 月 09 日		
检测结论	送检样品经检测, 所检项目符合 GB 2626-2006《呼吸防护用品 自吸过滤式防颗粒物呼吸器》的要求。详见本报告检测结果汇总表。 (检验检测机构章) 签发日期: 2020 年 03 月 11 日		
备注	/		
批准: 童遂放 职务: 常务副站长	审核: 唐一鸣	主检: 贝峰	

生产
★
防护

检测报告

No.委检(尘)2020-028

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检测结果汇总						
序号	检测项目及单位	标准条款	技术要求		检测结果	单项判定
1	一般要求	5.1	材料	直接与面部接触的材料对皮肤应无害;	符合要求	合格
				滤材对人体应无害;	符合要求	
				所用材料应具有足够的强度,在正常使用寿命中不应出现破损或变形。	材料具有足够的强度,正常使用中无破损和变形。	
			结构设计	应不易产生结构性破损,部件的设计、组成和安装不应使使用者构成任何危险;	无结构性破损,部件设计、组成和安装对使用者无任何危险。	
				头带的设计应可调,便于佩戴和摘除,应能将面罩牢固地固定在脸上,且佩戴时不应出现明显的压迫或压痛现象,可更换式半面罩或全面罩的头带设计应为可更换;	头带可调,便于佩戴和摘除,能将面罩牢固地固定在脸上,佩戴时无明显的压迫或压痛现象。	
				应尽可能具有较小的死腔和较大的视野;	符合要求	
				随弃式面罩的结构应能保证与面部的密合,且应在使用寿命期内不出现变形。	结构能保证与面部的密合,在使用寿命期内未出现变形。	
2	外观检查	5.2	样品的表面不应破损、变形和有明显的其他缺陷;		样品表面无破损、变形和其他缺陷。	合格
			部件材料和结构应能耐受正常使用条件及可能遇到的温度和湿度预处理;		符合要求	
			头带应可调,可更换式面罩的头带设计应为可更换;		头带可调	
			经温度湿度预处理后,部件不应脱落、损坏和变形;		部件无脱落、损坏和变形。	
3	过滤效率(%)	5.3	KN类	KN90: ≥ 90.0 KN95: ≥ 95.0 KN100: ≥ 99.97	最低值: 95.4	KN95合格
			环境温度: $25^{\circ}\text{C} \pm 5^{\circ}\text{C}$ 相对湿度: $30\% \pm 10\%$		环境温度: 23°C 相对湿度: 36%	

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研究所