

SALES AND PURCHASE CONTRACT

Contract number: DNG-40-BV-3

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. 1-81G, 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: Disposable Nitrile Glove (Length 40cm), Color - Sky Blue / Violet

Manufacturer: GAU KE HEAL THCareCO., LTD

Address: Chengnan Industrial Park, Tuanfeng County, HuangGang, Hubei,
438800 P.R.
CHINA

Specifications: Certifications of CE compliance

PACKAGING:

Packaging: 500 pair / carton

Size master carton: 340*260*260mm

Gross weight master carton: 7kg

Name of commodity, Specification & Packing	QTY	Unit	Carton Dimension			pcs/ box	pcs/ ctn	CBM
Nitrile Glove								
Disposable Nitrile Examination Gloves, Blue, M	1790	Carton	34	26	26	100	1,000	41.1
Disposable Nitrile Examination Gloves, Blue, L	1620	Carton	34	26	26	100	1,000	37.2
Disposable Nitrile Examination Gloves, Violet, M	1590	Carton	34	26	26	100	1,000	36.5

The packaging requirement is not mandatory.

QUANTITY:

Total deliver quantity is 2.5 million pieces for the first and only order.

INCOTERMS:

FOB Hubei, HuangGang

PRICE:

Price per piece for one million pieces at US\$ 2.0

CONTRACT VALUE:

The total value of the contract for the 2,500,000 pieces is US\$ 5,000,000,00

PAYMENT TERMS:

Order 50% 2.500.000,00 \$ TT payment upon ordering and 50% 2.500.000,00 \$ 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 Disposable Nitrile Glove (Length 40cm) 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 reciprocity 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 Tianjin 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 ISO 13485 Quality System
- Declaration of Conformity for CE Certification of Covid-19 IgG/IgM Rapid Test Kit (Colloidal Gold)
- CE Certificate

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 (Malaysia) SON BHD
SWIFT Code	MBBEMYKL
Bank Phone Number	+60-03-26936121
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 25th of March 2020.

This sales and purchase agreement have One Annex.

SELLER:

BUYER: EMPRESA MUNICIPAL DE

SERVICIOS FUNERARIOS Y CEMENTERIOS DE
MADRID

LEGAL REPRESENTATIVE: Dña. Inmaculada
Sanz Otero / Fernando Sanchez González

Signature & Stamp: _____
Date: 25/03/2020

Signature & Stamp:-----Date:
25/03/2020

SELLER:
LENO (M) SDN
BHD ADDRESS
LEGAL REPRESENTATIVE



Signature & Stamp: _____
Date: 25/03/2020

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 FOB Hubei, HuangGang 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

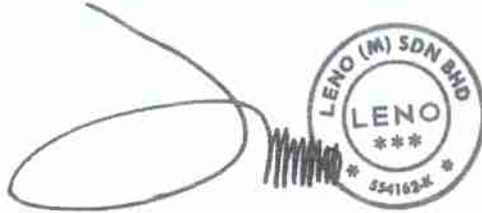
banking days to _____ bank account.

(namely the 50%

upfront payment and balance payment of 50% payment against internal quality inspection report).

Signed and sealed by Seller

Date



END OF DOCUMENT


营业执照
 (副本)

统一社会信用代码: 91121100776YB226
 名称: 天津...
 类型: ...
 法定代表人: ...
 经营范围: ...
 登记机关: ...
 2019.03.27 B

Manufacturing license

医疗器械生产许可证

许可证编号: 鄂食药监械生产许20100234号

企业名称: 湖北高维念防护用品有限公司 生产地址: 湖北省黄冈市麻城市

法定代表人: 高维念 生产范围: 二类6804医用卫生材料及敷料, 一类

企业负责人: 高维念

住 所: 黄冈麻城市工业园 发证日期: 2010 年 9 月 1 日

有效期至: 2015 年 9 月 1 日

湖北省食品药品监督管理局

国家药品监督管理局制



2020

CERTIFICATE OF REGISTRATION

Manufacturer
GAUKE HEALTHCARE CO.,
LTD. Chongnan Industrial Park
Tufeng County
HuangGang Hubei, CHINA 438800

U.S. Food and Drug Administration, for FD-1 (Rev. 01-11-21) 801 04- or the 1 sheet
FD-1 (Rev. 01-11-21)

Establishment ID: 31106162781
Registration Name: IASK OXYGLUCON-REBREATHIL
Product Code: 1166550
Registration Number: 116-162781-01
Official Correspondence and U.S. Address: 14- Research Drive, Hampton 01043-2366
USA Telephone: 413-571-0111 Fax: 413-571-0121

Registration is required for all manufacturers of devices that are intended for use in the United States and are subject to the requirements of the FDCA and the regulations thereunder. This registration is required for all manufacturers of devices that are intended for use in the United States and are subject to the requirements of the FDCA and the regulations thereunder.

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Registrar Corp

144 Research Drive, Hampton, MA 01043-2366
Tel: 413-571-0111 Fax: 413-571-0121
http://www.registrarcorp.com www.regist

David Leonard
David Leonard
Executive Director
Registrar Corp
Dated: 11/11/2020

EC CERTIFICATION

EC DECLARATION OF CONFORMITY

Name and address of the manufacturer: **Gaok Healthcare Co., Ltd**
C19na, 111d., 1da1P-R, Tu-nL, O C-nty, Hunu-r, <.,
431100, China

European Authorized Representative: **PEUM GmbH**
BIBRa - 56
4GWJ>frn-ldoit
Gfrm")

We declare under our sole responsibility that

the medical device: **disposable surgical mask**
UNCL:

CIU, I

meets the provisions of the directive 93/42/EEC and its transpositions in national laws which apply to it

Conformity assessment procedure: **DIN EN ISO 13485 A1:2015
VII**

Hua1199009.04.1.Jaidi.202
0 1 1 - 4 1 1


Name and function: **Johnny Sun - General manager**

Photo of Product



PROFORMA INVOICE

Dña. Inmaculada Sanz Otero
**EMPRESA MUNICIPAL DE SERVICIOS FUNERARIOS Y DE
 CEMENTERIOS DE MADRID**
 SA Calle Salvador de Madariaga nº 11,
 Madrid 28027, Spain Fiscal Code (CIF):
 A-87607918

No : 2002/00022
 Date : 25-03-2020
 Page : 1 of 1

No	Product	Quantity (Pair)	Unit Price (US\$) /Per Pair	Total Amount (US\$)
1	Disposable Nitrile Glove (Length 40cm) Color – Sky Blue <u>PACKAGING:</u> Packaging: 500 pair / carton Size master carton: 343*262*260mm Gross weight master carton: 7kg TOTAL: 5000 Master Carton (2,500,000 Pair = 1,250,000 Pair "L size" & 1,250,000 Pair "M size")	2,500,000	2.00	5,000,000.00
Total Value (US\$)				5,000,000.00

Payment Terms:

1. Deposit: TT, 50% Deposit (US\$2,500,000.00) upon Confirmation of Order
2. Balance: TT, 50% (US\$2,500,000.00) payment upon successful internal quality inspection report



Authorised Signature

Name: Dato Sri San Chin Choon

Position: Managing Director

bankinter.

Fecha	Oficina	Moneda	Número de Transferencia
26-03-20		EUR	

Orden de pago en divisa

Ordenante		Beneficiario
1/EMPRESA MUNICIPAL DE SERVICIOS		1/LENO M SDN BHD
2/CL SALVADOR DE MADARIAGA 11		2/MALAYSIA
Concepto		Banco beneficiario
IMPORTE:	1.250.000,00 USD	
CAMBIO:	1,069234 EUR/USD	
CONTRAVALOR:	1.169.061,22 EUR	
TIPO DE GASTOS: COMPARTIDOS		KUALA LUMPUR
DESCRIPCION: ORDEN PAGO SWIFT		Observaciones
MERCADO CONTADO 9192476		

Liquidación comisiones y gastos del ordenante

Liquidación comisiones y gastos del beneficiario

Adeudamos en su cuenta el apunte que se detalla a continuación:

Fecha emisión	Fecha valor	Importe adeudado en EUR
26-03-20	26-03-20	1.169.061,22

Titulares
EMPRESA MUNICIPAL DE SERVICIOS FUNERARIO

Para cualquier información, llámenos a Banca Telefónica, 902 13 23 13
F33802 R. M. MADRID, T.1.857, F220, H.9.643, N.I.F., A-28-157360
C75 01 20200326 13 00001312611

bankinter.

Fecha	Oficina	Moneda	Número de Transferencia
27-03-20		EUR	

Orden de pago en divisa

Ordenante

1/EMPRESA MUNICIPAL DE SERVICIOS
2/CL SALVADOR DE MADARIAGA 11

Beneficiario

1/LENO (M) SDN BHD
2/MALASIA

Concepto

IMPORTE: 1.250.000,00 USD
CAMBIO: 1,070501 EUR/USD
CONTRAVALOR: 1.167.677,56 EUR
TIPO DE GASTOS: COMPARTIDOS
DESCRIPCION: ORDEN PAGO
MERCADO CONTADO 9192488

Banco beneficiario

KUALA LUMPUR
Observaciones

Liquidación comisiones y gastos del ordenante

Liquidación comisiones y gastos del beneficiario

Adeudamos en su cuenta el apunte que se detalla a continuación:

Fecha emisión	Fecha valor	Importe adeudado en EUR
27-03-20	27-03-20	1.167.677,56

CCC	Entidad	Sucursal	DC	Nº Cuenta	Nº IBAN	BIC
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Titulares

EMPRESA MUNICIPAL DE SERVICIOS FUNERARIO

Para cualquier información, llámenos a Banca Telefónica, 902 13 23 13
F33802 R. M. MADRID, T.1.857, F.220, H.9.643, N.I.F., A-28-157360
C75 01 20200327 13 00001690834

Solicitud

Fecha	Prioridad	Divisa	Importe
30.03.2020	URGENTE	DÓLARES USA	2.500.000,00

Ordenante**NIF**

EMPRESA MUNICIPAL DE SERVICIOS FUNERARIOS Y CEMENT
SALVADOR DE MADARIAGA, 11
MADRID

Beneficiario

LENO (MALASYA) SDN BHD

Cuenta / IBAN**Banco Destino****Código Swift****Código Banco / país**

KUALA LUMPUR

Forma de pago

Cargo en cuenta

Otros datos

Comisiones y gastos: Todos los gastos, menos los de CaixaBank, corren a cargo del beneficiario (SHA)

Detalle del pago:

Liquidación

Referencia	UETR	Fecha de aceptación	Fecha de cargo	Fecha valor
		30.03.2020	30.03.2020	30.03.2020

Detalle de la liquidación

IMPORTE SOLICITADO		*****2.500.000,00	DÓLARES USA
CAMBIO APLICADO	USD/EUR	*****1,09800000	D
CONTRAVALOR		*****2.276.867,03	EURO
IMPORTE LIQUIDO		*****2.276.867,03	EURO

Condiciones particulares**Condiciones del servicio****Proveedor**

Identidad / Nombre comercial.: CAIXABANK S.A. / CaixaBank.

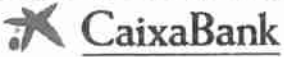
Actividad: prestación de servicios financieros.

Domicilio social: Carrer Pintor Sorolla, 2-4, 46002 - València. NIF A08663619 inscrita en el Registro Mercantil de Valencia, tomo 10370, folio 1, hoja número V-178351, inscripción 2ª.

Registro Administrativo Especial del Banco de España: número 2100.

Autoridad de supervisión: Banco de España <http://www.bde.es>

Dirección de página electrónica: www.CaixaBank.es



**Transferencia en divisas
Abono**

Fecha 13-04-20	Identificador Cuenta IBAN	Fecha valor 15-04-20	Referencia
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Remitente LENO (MALAYSIA) SDN BHD	Beneficiario EMPRESA MUNICIPAL DE SERVICIOS FUNE
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Detalle operación
 GLOVES REFUND OF FUND RECEIVE ON 30/03/20
 AND 31/03/20 DUE TO ITEM REJECT BY BENEFICIARY

-----Información adicional recibida-----		-----LIQUIDACIÓN-----	
Importe en origen: MYR	17.496.675,00	IMPORTE RECIBIDO: USD	4.024.970,00
Cambio en origen:	4,34700 MYR/USD	CAMBIO APLICADO :	1,09930 USD/EUR
Gastos corresponsal USD	30,00		
Gastos: SHA			

Le notificamos que hemos abonado en la cuenta de referencia la transferencia que se detalla.

Para una mayor eficacia en las transferencias, indique al ordenante los datos del IBAN.

Director Ejecutivo de Medios

EMPRESA MUNICIPAL DE SERVICIOS FUNERARIO5731

Importe abonado	EURO
	3.661.393,61
Precio del servicio	EURO
	0,00

SALVADOR DE MADARIAGA 11
28027 MADRID

Teléfono oficina: 914121901