**Purchase Agreement**

**Buyer:**

**Seller :**

**Agreement Signed Date:**

**Purchase Agreement**

This Deed of Agreement is made and executed on

hereinafter called the “Buyer”

AND

(the**“selle**r”).

Now both of the above mentioned parties are signing this Deed of Agreement considering the below mentioned points, terms and conditions.

**1.Supply Description**

**1.1** During the duration of the agreement, the unit price is fixed; if the seller raises unit price, buyer has the right to terminate the agreement.

**2. Quantity**

The quantity mentioned above just for reference, the quantity shall be determined by the actual quantity.

**3.Check and acceptance**

Buyer will do check and acceptance work after Buyer receiving the goods (must be same quality as the sample provided by Seller), If any quality issues, the Seller must withdraw the unqualified goods by their own cost, and compensate related cost to Buyer. Buyer will not bear any responsibility or cost.

**4.Liability for Breach of Agreement**

4.1 The Parties hereto shall endeavor to settle all disputes and differences relating to and/or arising out of the Agreement amicably.

4.2 In the event of the Parties failing to resolve any dispute amicably the same shall be submitted to international Court of Arbitration of ICC for Arbitration in accordance with the Rules of Conciliation and Arbitration of International Chamber of Commerce.

4.3 The place of arbitration shall be in China and language of the arbitration shall be Chinese and English and Chinese shall be prevailing.

**5.Force Majeure**

5.1 Neither party shall be considered in default in the performance of its obligations hereunder to the extent that the performance of such obligation is delayed or prevented by Force Majeure.

5.2 For the purpose of this provision “Force Majeure” means the effective occurrence of any act or event which is unforeseeable, Insurmountable and outside of the affected Party’s control and which renders the said Party unable to comply totally or partially with its obligations under this Agreement, provided that the foregoing criteria shall be met altogether. Force Majeure shall include acts of God (such as epidemic, tidal wave, lightening, earthquake, hurricane), hostilities, or acts of war (whether declared or not), riots (other than among employees of Seller or Buyer）, civil or military disturbances, national, regional or professional strikes (excluding strikes, lock-outs and other industrial disputes or actions by, between or originated among employees of Buyer or Seller ). Force Majeure also includes Road congestion, political unrest and Govt. Holidays. Force Majeure shall not include events such as insolvency of any Party.

5.3 Either party shall have the right, by giving notice to the other, to suspend performance of its obligations in whole or in part forthwith upon, and to the extent necessitated by, the occurrence of Force Majeure and the time for completion of the Services shall be extended commensurate with any such delay.

5.4 The Party claiming Force Majeure shall give the other Party notice thereof as soon as practicable. Such notice shall include a description and authentication of the event or circumstances of Force Majeure, the portion (where applicable) of the Agreement affected and an estimate of anticipated delay.

5.5 Upon the occurrence of any circumstances of Force Majeure, the Seller shall endeavor to continue to perform his obligations under the Agreement so far as reasonably practicable. The Seller shall notify Buyer of the steps they propose to take including any reasonable alternative means for performance which is not prevented by Force Majeure. The Seller shall not take any such steps unless directed so to do by Buyer and an adjustment to the Time Schedule shall be made accordingly.

**6.Termination**

6.1 If the Seller, in the judgment of the Seller has engaged in corrupt, fraudulent, collusive or coercive practices, in completing for or in executing the agreement, VENDEE may have the right to terminate the agreement by giving a prior written notice to the Seller.

6.2 The Buyer reserves the right, prior to 3 days, to terminate the agreement at any time by giving a written notice to the Seller. And the Seller shall indemnify the Seller against any liability or economic claims.

**7.Matters not Covered in the Agreement**

**7.1** All pending issues shall be regulated by the supplemental agreements which need to be otherwise signed by both parties. The supplemental agreement shall have the same legal force.

**IN WITNESS WHEREOF** the parties have caused this Agreement to be executed by the signature of their duly authorized representatives.

**IN WITNESS WHEREOF,** the duly authorized representatives of the parties here to have executed this AGREEMENT as of the day and year first written above.

Note: The Agreement shall be in quadruplicate, the Buyer keeps three and the Seller keeps one. This Agreement shall take effect from the date Agreement is signed by legal representatives of both Parties.

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| --- | --- |
| **Buyer :** **Legal or authorized Representative：****（Signature）****Date：** | **Seller：****（Seal）****Legal Representative ：（Signature）****Date ：** |