

CONSTRUCTION EQUIPMENT 1 PURCHASE ORDER

Document Number : CE4-UNT-PO-23020003	Supplier : SHANDONG LINGONG CONSTRUCTION MACHINERY CO.,LTD
Document Date : 2023-02-15	Contact Person : ALLEN LIU , MR
Ref No. : UNT/PR/02/2023/0003	Tel No. : 0086 186 5318 0550
Purchase Type : DAP (circle) Wan Ding	Fax No :
Currency : CNY	E-mail :
	Address : 250012, 10th FLOOR, #3 BUILDING, GLORY CITY, NO. 9777, JINGSHI ROAD LIXIA DISTRICT, JINAN, SHANDONG PROVINCE, P.R.China;

No	Product/Model	Description	UOM	Weight	Qty	Price	Amount
1	E6255F	SDLG EXCAVATOR	Unit		2.00	612,953.00	1,225,906.00
2	Other Charges	Other Charges	PC		1.00	4.00	4.00

Subtotal	:1,225,910.00
VAT	:0.00
W/Tax	:
Total Amount	:1,225,910.00

Purchaser : Hnin Nwe Win

Delivery Date :

Payment Term : Payment 30% on contract and 70% on production
May'23 Shipment

Remark : E6255F (Bucket 1.45×1520 HD /Track shoe 700×51 oil bath filter)
RMB-612,955/-@2Units=Total RMB-1,225,910/- DAP , Wan Ding

Prepared By



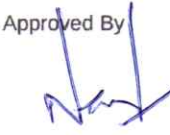
Checked By


DH

Acknowledged By


BU FNA

Approved By


AGM/GM

Approved By

CEO

销售合同

编号: EDC230180

日期: 2023-03-30

卖方: 山东临工工程机械有限公司
地址: 山东省临沂市经济开发区北横路
电话: 0086-539-8785617/8785696
传真: 0086-539-8785618

买方: Win Strategic Pte Ltd
地址: 589-592, Bo Aung Kyaw Road, Yangon Patheingyi Highway Road, Hlaing Thar Yar Township, Yangon, Myanmar
电话: 959977835548
传真:
电子邮件: naungnaung.htun@umgroups.com

兹经买卖双方友好协商,一致同意成交下列商品,订立条款如下:

一、产品和价格:

(单位: CNY)

产品名称	型号	数量	单价	小计
挖掘机	E6255F(E255FL3486A09A0)	2	612953	1225906
总价	DAP 瑞丽 1225910			
	CNY / 壹佰贰拾贰万伍仟玖佰壹拾元整			

注: 产品规格见附件 1。

二、付款

本合同第一条规定的合同总价由买方向卖方按以下方式支付:

- 2.1) 付款方式: T/T L/C
2.2) 预付款 1: 合同总价的 30.00 %, 即 367773CNY, 由买方于本合同签订 7 日内以 T/T 预付方式支付。
2.3) 预付款 2: 合同总价的 70.00 %, 即 858137CNY, 由买方于货物生产完成后 10 日以 T/T 预付方式支付。
2.4) 因汇率波动造成的卖方损失, 应由买方承担。

三、延迟支付

Sales Contract

Ref. No.: EDC230180

Date: 2023-03-30

Seller: Shandong Lingong Construction Machinery Co., Ltd.
Add: Beiheng Road, Economic development zone, Linyi city, Shandong province, P. R. China
Tel: 0086-539-8785617/8785696
Fax: 0086-539-8785618

Buyer: Win Strategic Pte Ltd
Add: 589-592, Bo Aung Kyaw Road, Yangon Patheingyi Highway Road, Hlaing Thar Yar Township, Yangon, Myanmar
Tel: 959977835548
Fax:
E-mail: naungnaung.htun@umgroups.com

For and in consideration of the promises and the mutual covenants and agreements contained herein, the Seller and Buyer agree as follows:

1. Product and Price

(In: CNY)

Product	Model	Qty	Unit Price	Subtotal
Hydraulic Excavator	E6255F(E255FL3486A09A0)	2	612953	1225906
Total	1225910 (DAP RUILI)			
	CNY / One million two hundred and twenty-five thousand nine hundred and ten yuan			

Note: As for product specification, please see Appendix 1.

2. Payment

The total contract amount specified in Article 1 herein shall be paid by the Buyer to the Seller as the following manner(s):

- 2.1) Pay by: T/T L/C
2.2) 30.00 % of total amount, i.e. CNY367773, shall be paid by T/T in advance within 7 days after signing this contract;
2.3) 70.00 % of total amount, i.e. CNY858137, shall be paid by T/T in advance within 10 days after completion of the products;
2.4) The loss of Seller arising from fluctuation of exchange rate shall be borne by the Buyer.

如果买方未能依据本合同支付价款，卖方有权：

- (a) 延迟或取消产品交货，直至且除非此项付款完成；及
- (b) 按照延期付款金额的 1%（每月）主张违约金；及
- (c) 主张赔偿卖方全部损失；及
- (d) 以买方已付款项抵扣上述违约金和损失。

四、交货：

- 4.1) 本合同项下产品将按照 DAP 瑞丽 方式交付。交货地点为：云南省瑞丽市畹町口岸云门大门对面沙场。
- 4.2) 买方应在货物到达交货地点后当日（至迟次日）完成提货，并签署货物交接文件。
- 4.3) 如果乙方未在约定期限内未完成提货，甲方有权向买方收取每天每台 10.00 美元作为违约金；如果超过 20 日仍然未提货，甲方有权解除合同并不予返还预付款。
- 4.4) 货物在交货地点产生的任何停放费或其他有关费用，由买方承担。

五、检验

- 5.1) 买方应在提货时对产品的包装、数量、质量和规格进行检验，并将任何不符之处书面通知卖方。
- 5.2) 卖方可以选择采取更换、补足、修理或其他合理补救措施。

六、质量保证：

- 6.1) 产品的保修期限和保修范围依据卖方《保修证书》的规定执行。
- 6.2) 质量保证期内如果出现质量问题，将根据卖方保修流程进行确认。符合保修规定的，卖方免费提供所需的配件并负责送至买方，该配件到达指定港口的运费和保险费由卖方承担，其余费用由买方承担。如需派遣技术人员到现场进行维修，则需买方承担技术人员在海外的食宿、交通等费用。
- 6.3) 卖方对以下事项不承担责任：

3. Delay in Payment

Where the Buyer fails to make payment pursuant to this contract, the Seller is entitled to:

- (a) suspend or cancel any further deliveries of the products until and unless such payment has been properly made; and
- (b) claim liquidated damages at 1% (per month) of the amount of delayed payment from the day after due date; and
- (c) claim any losses of Seller caused by the delayed payment; and
- (d) offset sums paid by the Buyer against foresaid liquidated damages and losses.

4. Delivery:

- 4.1) The products hereunder shall be delivered in accordance with DAP RUILI. The detailed address of the delivery place: 云南省瑞丽市畹町口岸云门大门对面沙场。
- 4.2) The buyer shall take delivery on the date of arrival of the products, no later than next day, and sign delivery receipt.
- 4.3) if as agreed time limit, the Seller is entitled to demand penalty at 10.00 USD per unit per day. If the buyer fails to take delivery within 20 days after arrival of the products, the Seller has the right to terminate this contract and refuse any refund.
- 4.4) the Buyer shall bear the packing fees and any other cost incurred at the delivery place.

5. Inspection

- 5.1) the Buyer shall inspect packaging, quantity, quality and specifications of the products when taking delivery and remit a written notice to the Seller of any discrepancies.
- 5.2) The Seller may at his discretion replace or repair the defective products, replenish the products-in short, or adopt other reasonable remedies.

6. Quality warranty

- 6.1) The warranty period and warranty scope of the products are subject to terms and conditions under the *Warranty Certificate* issued by Seller.
- 6.2) Quality problem within warranty period shall be verified pursuant to standard procedure of Seller. Once passing the verification, the Seller offers spare parts for free. The freight and insurance of the parts to designate port are for Seller's account and other charges are borne by Buyer. If necessary, Seller may

- (a) 产品的正常磨损;
 - (b) 因买方的疏忽或过错、违规操作、擅自改造产品造成的缺陷;
 - (c) 《保修证书》规定的其他情况。
- 6.4) 山东临工产品执行 Q/371300 LGJ 003-2022 <液压挖掘机> 标准。
- 6.5) 非矿安产品不允许在井下等作业工况使用。

七、所有权保留

- 7.1) 在产品已交付买方的情况下, 产品的所有权应继续为卖方所有, 直至买方履行完毕本合同项下全部付款义务。
- 7.2) 产品所有权的保留不影响产品损害或灭失的风险随交付转移至买方。

八、买方的义务

- 8.1) 买方应对可能从卖方处获得的任何技术或营销信息保密, 包括但不限于商业秘密及具有商业价值的信息。保密义务应遍及买方的代表、代理人及雇员, 并无限期有效。
- 8.2) 在未全额支付产品价款前, 买方不得转让、赠与或抵押任何产品。
- 8.3) 买方在转售产品时, 不得对产品的商标、构造进行任何修改, 除非已明确获得卖方的书面批准。
- 8.4) 买方只能在 缅甸 区域内销售本合同项下的产品。如果买方违反该区域限制进行销售, 应按照每台 3000 美元向卖方支付违约金。

九、不可抗力

- 9.1) 任何一方不应对其不能预见、不能避免并不能克服的行为或事实造成协议延迟履行或不履行承担任何责任, 包括自然灾害、政府命令或限制、战争、罢工、火灾、水灾, 重大传染疾病, 国际公共卫生紧急事件等。
- 9.2) 受影响一方应自不可抗力事件发生之日起 15 天内以合理书面方式, 通知另一方有关不可抗力发生和不可抗力对其履行本协议的义务的影响, 同时应呈交不可抗力的有关官方证明。

send technicians to work on site. Buyer shall cover cost of overseas accommodation, traffic and so forth of the technicians.

6.3) The Seller shall not be liable for

- (a) normal wear and tear of the products;
- (b) any defect resulting from the Buyer's violation operation, unauthorized retrofit, negligence or fault;
- (c) other exemptions stipulated in the *Warranty Certificate*.

6.4) The SDLG products are in compliance with standards of Q/371300 LGJ 003-2022 <Hydraulic excavators-Technical specifications>.

6.5) It is not allowed to use any products without mine safety standard for under-pit operation and the like.

7. Title Retention

7.1) The title to the products shall, even if they have been delivered to the Buyer, remain with the Seller until and unless the Buyer completely fulfills his obligations to payment under this contract.

7.2) Title retention of the products does not prevent risks of loss of or damage to the products from transferring to the Buyer at the time of delivery.

8. Obligations of the Buyer

8.1) The Buyer shall keep confidential any technical or marketing information from the Seller, including but not limited to trade secrets and information with commercial value. The confidentiality obligation shall be extended to representatives, agents and employees of the Buyer and remain in force and effect indefinitely.

8.2) The Buyer shall not be allowed to transfer, donate or pledge any of the products prior to performance of full payment hereunder.

8.3) The Buyer shall not be allowed to make any change in trademark or configuration of the products when they are resold, unless approved in writing by the Seller.

8.4) The Buyer can sell the products hereunder only in Myanmar. If the Buyer fails to do so, a penalty of USD 3000 per unit shall be paid to the Seller.

9. Force Majeure

9.1) Neither party shall be responsible for delays or failures in performance resulting from acts or facts which are unforeseeable, unavoidable and insurmountable, including acts of god, governmental orders or restriction, war, strike, fire, flood, major infectious disease, Public Health Emergency of International Concern (PHEIC) etc.

十、法律适用和争议解决:

- 10.1) 本合同由中华人民共和国法律管辖和解释。
- 10.2) 合同履行过程中若双方发生争议,应通过友好协商的方式解决,如不能解决则提交中国国际经济贸易仲裁委员会仲裁,地点在北京。仲裁裁决为最终裁决且对双方均有约束力。

十一、反贿赂条款

各方均同意将不得实施任何行为向另一方及其代表人或其他相关人员,索要、收受、提供或给予可能构成有关适用法律法规项下的贿赂或贪污行为的任何利益,该等利益包括但不限于任何形式的回扣、现金、优惠券、商品、有价证券、旅游或其他无形收益,但惯常性礼品、餐饮、商务差旅以及与其他非物质价值的礼遇和费用除外。

十二、其他

- 12.1) 除非本合同另有约定,本合同的相关贸易术语的条款和要求与国际商会制定的《2020年国际贸易术语解释通则》一致。
- 12.2) 本合同使用中英双语制作。若两个文本内容产生歧义,应以中文文本为准。
- 12.3) 除非经过双方书面签字确认,对本协议任何条款的修改均为无效。
- 12.4) 买方声明并保证,自身或拥有、控制买方的任何个人或实体非被制裁方,隐瞒将构成违约;如买方在合同履行期间,了解到任何根据制裁相关法律针对其本身的调查或受到制裁,买方有义务立即通知卖方;若买方或其业务所在国根据任何适用的出口管制法律或法令被列入已公布的制裁、禁运或/和被拒贸易方名单,卖方可以立刻书面通知买方终止本合同。本合同项下货物如包含出口管制产品,买方不得违反任何出口管制规定,将产品转售于非法用途、非法最终用户;上述条款买方如有违反,卖方有权主张因此造成的损失。
- 12.5) 本合同经买卖双方签字或盖章后生效。本合同一式两份,买卖双方各执一份。
- 12.6) 附件1是本合同不可分割的一部分。
- 12.7) 双方同意,可接受的合同传递方式应包括邮政、快递、传真和电子邮件(扫描件),依据本合同指定的邮寄地址、传真号及电邮地址。合同传真件/扫描件与原件有同等效力。

9.2) In event of the force majeure, the affected party shall, within 15 days from the date of the occurrence, notify the other party of the impact of such events on the execution of the duties in this contract, by duly written form, and simultaneously submit the relevant official credentials concerning the force majeure.

10. Governing law and dispute settlement

- 10.1) This contract shall be governed by and construed in accordance with the laws of the People's Republic of China.
- 10.2) Any disputes between the parties, which fail to be resolved after friendly consultation, shall be referred to China International Economic and Trade Arbitration Commission (CIETAC) for its arbitration in Beijing. Any award decided by the arbitral tribunal shall be final and binding on the Parties.

11. ANTI-BRIBERY

Each party agrees that it will not, with any corrupt intent, undertake any activities to demand, accept, provide or offer any benefits which would constitute a form of bribery or corruption covered by any applicable anti-bribery laws or rules to the other party, its respective representatives or other relevant personnel, such benefits include but not limited to commission of any form, cash, coupons, goods, securities, travel or other non-tangible benefits except for customary gifts, meals, business travel and other expenses and courtesies of immaterial value.

12. Miscellaneous

- 12.1) Unless otherwise stipulated herein, the trade term shall be subject to the *International Rules for the Interpretation of Trade Terms* (INCOTERMS 2020) published by International Chamber of Commerce (ICC).
- 12.2) This contract is made in English and Chinese. In case of any discrepancy between the two versions, the Chinese version shall prevail in the interpretation of this Agreement.
- 12.3) No amendment of any provision of this contract shall be valid unless the same shall be in writing and signed by the Parties.
- 12.4) The Buyer represents and warrants that itself or any person or entity that owns or controls the Buyer is not a sanctioned party and that concealment will constitute a breach of contract; If, during the performance of the contract, the Buyer becomes aware of any investigation or sanction against itself under the relevant laws of the sanctions, the Buyer is obliged to notify the

Seller immediately; The Seller may terminate this contract by immediately notifying Buyer in writing if Buyer or the country in which it operates is included in the list of published sanctions, embargoes or/and rejected parties under any applicable export control laws or decrees; If the goods under this contract contain export-controlled products, the Buyer shall not, in violation of any export control provisions, resell the products to illegal uses, illegal end-users; If the buyer violates the above terms, the seller has the right to claim the resulting loss.

12.5) This contract shall come into effect after signature or seal by the Parties. This contract is in duplicate, and the Buyer and the Seller hold one copy each.

12.6) Appendix 1 is an integral part of this contract.

12.7) The parties agree that acceptable transmission of this contract shall be made via post, courier, facsimile and e-mail (scanned copy) in accordance with the post address, fax No. and e-mail address designated hereunder. The facsimile copy/ scanned copy of the contract has equal legal effect with the original.

卖方：山东临工工程机械有限公司
The seller:
Shandong Lingong Construction Machinery Co., Ltd.

卖方签章：
Signature/Seal:

经办人：
Operator:

签字日期：
Date:

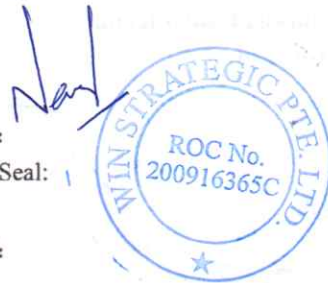


2023.3.30

买方：Win Strategic Pte Ltd
The buyer:
Win Strategic Pte Ltd

买方签章：
Signature/Seal:

签字日期：
Date:



CONSTRUCTION EQUIPMENT 1 PURCHASE ORDER

Document Number : CE4-UNT-PO-23030001	Supplier : SHANDONG LINGONG CONSTRUCTION MACHINERY CO.,LTD
Document Date : 2023-03-03	Contact Person : ALLEN LIU , MR
Ref No. : UNT/PR/03/2023/0001	Tel No. : 0086 186 5318 0550
Purchase Type : DAP	Fax No :
Currency : CNY	E-mail :
	Address : 250012, 10th FLOOR, #3 BUILDING, GLORY CITY, NO. 9777, JINGSHI ROAD LIXIA DISTRICT, JINAN, SHANDONG PROVINCE, P.R.China;

No	Product/Model	Description	UOM	Weight	Qty	Price	Amount
1	L956H	SDLG WHEEL LOADER L956H	Unit		3.00	333,314.00	999,942.00
2	Other Charges	Other Charges	PC		1.00	6.00	6.00

Subtotal	:999,948.00
VAT	:0.00
W/Tax	:
Total Amount	:999,948.00

Purchaser : Hnin Nwe Win

Delivery Date :

Payment Term : Payment 30% on contract and 70% on production finished

Remark : Machine Arrive in May'23
L956H price:333,316/-*3Units = Total RMB-999,948/- DAP Team , Wan Ding .

Prepared By



Checked By



DH

Acknowledged By



BU FNA

Approved By



AGM/GM

Approved By

CEO

销售合同

编号: EDC230258

日期: 2023-03-30

卖方: 山东临工工程机械有限公司
地址: 山东省临沂市经济开发区北横路
电话: 0086-539-8785617/8785696
传真: 0086-539-8785618

买方: Win Strategic Pte Ltd
地址: 589-592, Bo Aung Kyaw Road, Yangon Patheingyi Highway Road, Hlaing Thar Yar Township, Yangon, Myanmar
电话: 959977835548
传真:
电子邮件: naungnaung.htun@umgroups.com

兹经买卖双方友好协商,一致同意成交下列商品,订立条款如下:

一、产品和价格:

(单位: CNY)

产品名称	型号	数量	单价	小计
装载机	L956H(L056H W2115A29E6)	3	333314	999942
总价	DAP 瑞丽 999948 CNY/玖拾玖万玖仟玖佰肆拾捌元整			

注: 产品规格见附件 1。

二、付款

本合同第一条规定的合同总价由买方向卖方按以下方式支付:

- 2.1) 付款方式: T/T L/C
- 2.2) 预付款 1: 合同总价的 30.00 %, 即 299984.4CNY, 由买方于本合同签订 7 日内以 T/T 预付方式支付。
- 2.3) 预付款 2: 合同总价的 70.00 %, 即 699963.6CNY, 由买方于货物生产完成后 10 日以 T/T 预付方式支付。
- 2.4) 因汇率波动造成的卖方损失, 应由买方承担。

三、延迟支付

Sales Contract

Ref. No.: EDC230258

Date: 2023-03-30

Seller: Shandong Lingong Construction Machinery Co., Ltd.
Add: Beiheng Road, Economic development zone, Linyi city, Shandong province, P. R. China
Tel: 0086-539-8785617/8785696
Fax: 0086-539-8785618

Buyer: Win Strategic Pte Ltd
Add: 589-592, Bo Aung Kyaw Road, Yangon Patheingyi Highway Road, Hlaing Thar Yar Township, Yangon, Myanmar
Tel: 959977835548
Fax:
E-mail: naungnaung.htun@umgroups.com

For and in consideration of the promises and the mutual covenants and agreements contained herein, the Seller and Buyer agree as follows:

1. Product and Price

(In: CNY)

Product	Model	Qty	Unit Price	Subtotal
Wheel Loader	L956H(L056H HW2115A2 9E6)	3	333314	999942
Total	999948 (DAP RUILI) CNY/ Nine hundred and ninety-nine thousand nine hundred and forty-eight yuan			

Note: As for product specification, please see Appendix 1.

2. Payment

The total contract amount specified in Article 1 herein shall be paid by the Buyer to the Seller as the following manner(s):

- 2.1) Pay by: T/T L/C
- 2.2) 30.00 % of total amount, i.e. CNY299984.4, shall be paid by T/T in advance within 7 days after signing this contract;
- 2.3) 70.00 % of total amount, i.e. CNY699963.6, shall be paid by T/T in advance within 10 days after completion of the products;
- 2.4) The loss of Seller arising from fluctuation of exchange rate shall be borne by the Buyer.

如果买方未能依据本合同支付价款，卖方有权：

- (a) 延迟或取消产品交货，直至且除非此项付款完成；及
- (b) 按照延期付款金额的 1%（每月）主张违约金；及
- (c) 主张赔偿卖方全部损失；及
- (d) 以买方已付款项抵扣上述违约金和损失。

四、交货：

- 4.1) 本合同项下产品将按照 DAP 瑞丽 方式交付。交货地点为：云南省瑞丽市畹町口岸云阳大门对面沙场。
- 4.2) 买方应在货物到达交货地点后当日（至迟次日）完成提货，并签署货物交接文件。
- 4.3) 如果乙方未在约定期限内未完成提货，甲方有权向买方收取每天每台 10.00 美元作为违约金；如果超过 20 日仍然未提货，甲方有权解除合同并不予返还预付款。
- 4.4) 货物在交货地点产生的任何停放费或其他有关费用，由买方承担。

五、检验

- 5.1) 买方应在提货时对产品的包装、数量、质量和规格进行检验，并将任何不符之处书面通知卖方。
- 5.2) 卖方可以选择采取更换、补足、修理或其他合理补救措施。

六、质量保证：

- 6.1) 产品的保修期限和保修范围依据卖方《保修证书》的规定执行。
- 6.2) 质量保证期内如果出现质量问题，将根据卖方保修流程进行确认。符合保修规定的，卖方免费提供所需的配件并负责送至买方，该配件到达指定港口的运费和保险费由卖方承担，其余费用由买方承担。如需派遣技术人员到现场进行维修，则需买方承担技术人员在海外的食宿、交通等费用。
- 6.3) 卖方对以下事项不承担责任：

3. Delay in Payment

Where the Buyer fails to make payment pursuant to this contract, the Seller is entitled to:

- (a) suspend or cancel any further deliveries of the products until and unless such payment has been properly made; and
- (b) claim liquidated damages at 1% (per month) of the amount of delayed payment from the day after due date; and
- (c) claim any losses of Seller caused by the delayed payment; and
- (d) offset sums paid by the Buyer against foresaid liquidated damages and losses.

4. Delivery:

- 4.1) The products hereunder shall be delivered in accordance with DAP RUILI. The detailed address of the delivery place: 云南省瑞丽市畹町口岸云阳大门对面沙场.
- 4.2) The buyer shall take delivery on the date of arrival of the products, no later than next day, and sign delivery receipt.
- 4.3) if as agreed time limit, the Seller is entitled to demand penalty at 10.00 USD per unit per day. If the buyer fails to take delivery within 20 days after arrival of the products, the Seller has the right to terminate this contract and refuse any refund.
- 4.4) the Buyer shall bear the packing fees and any other cost incurred at the delivery place.

5. Inspection

- 5.1) the Buyer shall inspect packaging, quantity, quality and specifications of the products when taking delivery and remit a written notice to the Seller of any discrepancies.
- 5.2) The Seller may at his discretion replace or repair the defective products, replenish the products in short, or adopt other reasonable remedies.

6. Quality warranty

- 6.1) The warranty period and warranty scope of the products are subject to terms and conditions under the *Warranty Certificate* issued by Seller.
- 6.2) Quality problem within warranty period shall be verified pursuant to standard procedure of Seller. Once passing the verification, the Seller offers spare parts for free. The freight and insurance of the parts to designate port are for Seller's account and other charges are borne by Buyer. If necessary, Seller may

- (a) 产品的正常磨损;
 - (b) 因买方的疏忽或过错、违规操作、擅自改造产品造成的缺陷;
 - (c) 《保修证书》规定的其他情况。
- 6.4) 山东临工产品执行 Q/LGJ 001—2022 <轮胎式装载机> 标准。
- 6.5) 非矿安产品不允许在井下等作业工况使用。

七、所有权保留

- 7.1) 在产品已交付买方的情况下, 产品的所有权应继续为卖方所有, 直至买方履行完毕本合同项下全部付款义务。
- 7.2) 产品所有权的保留不影响产品损害或灭失的风险随交付转移至买方。

八、买方的义务

- 8.1) 买方应对可能从卖方处获得的任何技术或营销信息保密, 包括但不限于商业秘密及具有商业价值的信息。保密义务应延及买方的代表、代理人及雇员, 并无限期有效。
- 8.2) 在未全额支付产品价款前, 买方不得转让、赠与或抵押任何产品。
- 8.3) 买方在转售产品时, 不得对产品的商标、构造进行任何修改, 除非已明确获得卖方的书面批准。
- 8.4) 买方只能在 缅甸 区域内销售本合同项下的产品。如果买方违反该区域限制进行销售, 应按照每台 3000 美元向卖方支付违约金。

九、不可抗力

- 9.1) 任何一方不应对其不能预见、不能避免并不能克服的行为或事实造成协议延迟履行或不履行承担任何责任, 包括自然灾害、政府命令或限制、战争、罢工、火灾、水灾, 重大传染疾病, 国际公共卫生紧急事件等。
- 9.2) 受影响一方应自不可抗力事件发生之日起 15 天内以合理书面方式, 通知另一方有关不可抗力发生和不可抗力对其履行本协议的义务的影响, 同时应呈交不可抗力的有关官方证明。

send technicians to work on site. Buyer shall cover cost of overseas accommodation, traffic and so forth of the technicians.

6.3) The Seller shall not be liable for

- (a) normal wear and tear of the products;
 - (b) any defect resulting from the Buyer's violation operation, unauthorized retrofit, negligence or fault;
 - (c) other exemptions stipulated in the *Warranty Certificate*.
- 6.4) The SDLG products are in compliance with standards of Q/LGJ 001—2022 <Wheel loaders>.
- 6.5) It is not allowed to use any products without mine safety standard for under-pit operation and the like.

7. Title Retention

- 7.1) The title to the products shall, even if they have been delivered to the Buyer, remain with the Seller until and unless the Buyer completely fulfills his obligations to payment under this contract.
- 7.2) Title retention of the products does not prevent risks of loss of or damage to the products from transferring to the Buyer at the time of delivery.

8. Obligations of the Buyer

- 8.1) The Buyer shall keep confidential any technical or marketing information from the Seller, including but not limited to trade secrets and information with commercial value. The confidentiality obligation shall be extended to representatives, agents and employees of the Buyer and remain in force and effect indefinitely.
- 8.2) The Buyer shall not be allowed to transfer, donate or pledge any of the products prior to performance of full payment hereunder.
- 8.3) The Buyer shall not be allowed to make any change in trademark or configuration of the products when they are resold, unless approved in writing by the Seller.
- 8.4) The Buyer can sell the products hereunder only in Myanmar. If the Buyer fails to do so, a penalty of USD 3000 per unit shall be paid to the Seller.

9. Force Majeure

- 9.1) Neither party shall be responsible for delays or failures in performance resulting from acts or facts which are unforeseeable, unavoidable and insurmountable, including acts of god, governmental orders or restriction, war, strike, fire, flood, major infectious disease, Public Health Emergency of International Concern (PHEIC) etc.
- 9.2) In event of the force majeure, the affected party shall,