



Sales framework agreement

----- Main contract

Contract number:

Party A (Seller): **Typicam Technology Co.,Limited**

Address: Room 210-213, Podium Building, Raffles City Plaza, Nanshan District, Shenzhen.

Legal representative: Jerry Wu

Authorized representative: _____

Post code: 518063

Tel: 0086-755-8760133

Fax: 0086-755-8760133

Email: info@auto-defend.com

Party B (Buyer): XXXX

Address: _____

Legal representative: _____

Authorized representative: _____

Post code:

Tel:

Fax:

1, General Rules

In the spirit of voluntariness, open, equality, long term and close cooperation, with the principle of mutually beneficial cooperation and common development, according to the law of People's Republic of China, Party A and Party B hereby agree as below. Revises and amendment of contract shall be in writing. This agreement shall apply to any business deal in any way between both parties, except as otherwise provided in written form.

The trade terms used in the contract are governed by the provisions of INCOTERMS 2000 and its supplements, unless otherwise expressly agreed upon in the contract.

2, Definition

2.1, Products: goods which Party A produced or supply that comply with Chinese national standard and shall be protected by Chinese national laws.

2.2, Order: contract order, proforma invoice, all are Party B's irrevocable offer to Party A. Without the approval to revoke or change from Party A, Party B shall meet its engagements, or will deal with default.

2.3, Client information provided: Before business between Party A and Party B, Party B shall truthfully fill in the "client information form" from Party A (See Annex 1), and provide Business License, information of legal representatives and shareholders, proportion of shares held by each shareholder.

All the documents and information that Party B provides to Party A must be true and authentic, and shall be signed or sealed by Party B.

2.4, Commercial discounts: With the cooperation between both parties, in order to promote sales, Party A may offer Party B some commercial discounts. Discount rate will be decided by Party A in accordance with the specific conditions. Party A reserves the right to the interpretation of the discount.

3, Business terms

3.1, Order

3.1.1, All types of order from Party B that mentioned in this contract shall be effective and become the integral part of this contract once Party A confirms the orders, and shall abide by this agreement.

3.1.2, Contents of order include the following: description of goods, quantity, models, price, delivery time, trade terms, payment terms and other relevant terms.

Orders will be executed in accordance with above-mentioned terms that stated explicitly. If the terms are not stated or are not stated explicitly, then the order shall be executed according to the following clauses:

3.1.2.1, Quantity: If the quantity is not stated or not stated explicitly in the order, it will subject to the actual amount of cargo delivered.

3.1.2.2, Price: If unit price or total price is not stated or not stated explicitly in the order, it shall be fixed based on the Party A guiding price .

3.1.2.3, Trade terms: If trade terms is not stated or not stated explicitly in the order, it shall be FOB Shenzhen which is the most common trade terms that Party A uses for most business.

3.2, Freight and acceptance

3.2.1, Delivery of goods and the timing of risk transfer:

Executed based on the provisions of INCOTERMS 2000 and its supplements.

3.2.1.1 Party B fails to perform its acceptance obligation when Party A delivers the goods to the place of delivery, Party A has a right to withhold delivery of the goods under the contract, and it shall be deemed to be default. Party A assumes no responsibility for the resultant late delivery. Party A has the right to require Party B to bear all the expenses thus incurred, and deal with it according to the terms.

3.2.2, Acceptance and standard:

Goods acceptance shall execute according to stated terms in the order, if it is not stated or not stated explicitly, goods acceptance should execute according to the

following clauses:

3.2.2.1, If Party B designates consignee or forwarder to receive the goods, Party B will be responsible for acceptance, rejection, written rejection conducts of the consignees or forwarder.

3.2.2.2, When the goods are delivered to the place of destination, Party B shall make the inspection of brand, specification, model, quantity, quality. In case of quality discrepancy, Party B should file claim within 30 days after acceptance in written form; while for quantity discrepancy, claim should be filed by Party B at acceptance. If Party B does not raise an objection, it shall be deemed to pass the acceptance check.

3.2.3, Others

3.2.3.1, Party A owns the ownership of goods before Party B pay total amount according to the contract.

3.2.3.2, Party A shall offer warranty and after-sales service to Party B. Warranty and after-sales shall be execute according to the clauses stated in the order or sales contract.

3.2.3.3, All the payment shall be paid to the bank account stated in the order. Party A assumes no responsibility for the economic loss causing by remitting to the wrong bank account not stated in the order.

3.2.3.4, If rework or return goods caused by Party B, all the rework cost and relevant responsibility shall be borne by Party B.

3.3, Force Majeure

The liability of any Party confronted with the Force Majeure can be exempted. The events of force majeure include: war, blockade, conflict, mutiny, disturbance, government action, flood, fire, earthquake and other external events that happened unforeseeably, inevitably or insuperably to one side or both sides.

3.4, Dispute Resolution

This Agreement shall be construed according to and governed by Laws of China. Any dispute shall, where possible, be settled through amicable negotiation. Where this proves impossible, any dispute arising from or in connection with this contract shall be submitted to south china international economic and trade arbitration commission for arbitration which shall be conducted in accordance with the commission's arbitration rules in effect at the time of applying for arbitration. The arbitration shall take place in Shenzhen, China by one arbitrator. The arbitration award shall be final and binding on both parties .

During the cooperation, if Party B purchases goods from Party A, it shall be based on the contract for purchase with Signature and seal of Party A. Unauthorized individual has no right to sign the contract for purchase with Party B on behalf of Party A.

3.5, Confidentiality Obligation

Neither of the Parties shall use or communicate to third Parties, except as required to fulfill their respective obligations under this Agreement, any confidential information including technical and commercial information, received from the



other Party hereto. This obligation remains in force during the effective period of the contract and for a period of 2 years after the date of termination.

The party that discloses the information shall bear relevant compensation responsibility.

3.6, Preserve goodwill

Both parties should be liable to preserve goodwill of the other party. Any party shall not fabricate rumors, exaggerate defect or use derogatory language to calumniate product quality or after-sales service from the other party or its partners.

3.7, Contract period, changes, termination and others

3.7.1, This contract comes into force upon signature or seal of both parties, and will be invalid once Party A dispatches written notice to terminate the contract to Party B. This contract is valid from Jan, 1st 2019 to Dec 31th 2019.

This contract shall prevail in case of conflict with other existing contracts that both parties signed before, unless otherwise specified.

3.7.2, Any modification of provisions in this contract shall sign in written form and keep as the appendices of the contract.

3.7.3, Matters not mentioned herein, if any, may be revised or supplemented according to the appendices and other documents signed by the parties hereto.

3.7.4, This Contract is made out in three original, each of which shall be deemed equally authentic, and party A shall hold two copies and party B hold one copy .

Party A (company name and seal):

Typicam Technology Co.,Limited

Signature of authorized representative:

Date:

Party B (company name and seal):

XXXXX

Signature of authorized representative:

Date: