

Trade Assurance Purchase Contract (this "Contract")

Order No. : 80370081168896

Version : 20161012

Date : 2016-11-20

Seller's Registered
Company Name : Hangzhou Utry Automotive Parts Co., Ltd.

Buyer's Registered
Company Name :

Seller's Registered Rm. 210, Building 1, Caihejiaye Mansion, Jianggan
Company Address : Dist., Hangzhou City, Zhejiang Province, CN,
Zhejiang,

Buyer's Registered 9 mkr., 32 dom, 24 kv Raduzhny, Khanty-Mansi
Company Address : autonomous okrug, 628464 Russian Federation,
Raduzhny, HMAO-Ugra, Tumenskaya obl.,

Email : info@okaymotor.com

Email : pomogaev86@gmail.com

Important Conditions

By logging onto the Alibaba.com international platform, and clicking and agreeing to this Contract, both Buyer and Seller acknowledge, agree and confirm to be bound by the terms and conditions of this Contract and the applicable " [Trade Assurance Services Rules](#) ", including in particular those terms which are in bold and underlined. Unless otherwise defined herein, capitalized terms used in this Contract shall have the same meaning as those defined in the applicable " [Trade Assurance Services Rules](#) ".

Contract Terms

Seller agrees to provide Trade Assurance Services to Buyer pursuant to this Contract. Seller hereby agrees to sell, and Buyer agrees to purchase, the products of Seller under the terms and conditions set forth in this Contract. Each of Seller and Buyer represents and warrants that it has obtained all necessary rights and authorizations to sell (in the case of Seller) or purchase (in the case of Buyer) the products respectively pursuant to this Contract.

1. Trade Terms (Incoterms 2010) : FOB

2. Products :

No.	Product Name	Product Description and Specifications	Quantity	Unit	Unit Price (US \$)	Contract Sum (US \$)
1	# 924-755 Headlight Level Sensor - Replaces OE# FE03-51-21YD, 89405-48020		10.00		10.0000	100.0000
Shipping Fee(US \$) : 40.00				Total Amount(US \$) : 140.00		
Product Quality Standards :				attachment files :		

3. Delivery Terms :

3.1 Transportation Method : Express

3.2 Shipping Fee :

The shipping fee for this Contract is US \$40.00

3.3 Insurance charges :

The insurance charges for this Contract is US \$

3.4 Shipment Date* : *Shipment Date refers to such date as indicated for completion of the shipping out of Products at the Port/Place of Loading or pickup of the express delivery of the Products

Seller should ship out Products at the designated Port/Place of Loading within 15 calendar day(s) after receiving the Deposit.

If the Buyer and Seller agreed other Shipment Date provisions under section 12.9 (Remarks) of this Agreement or otherwise in writing, such other provisions shall prevail.

3.5 Identification of Actual Date of Shipment:

Unless otherwise mutually agreed by the Buyer and Seller, for the purposes of the Trade Assurance Terms of this Contract, the date of shipment according to the records of the Alibaba.com transaction system, except

		where Seller provides original conclusive information on date of shipment to the contrary (in which case such information shall prevail).
	3.6 Port / Place of Destination Tips:	Ports / Places of Destination in Iran, North Korea, Syria, Cuba, Sudan, Egypt and the Crimea region are not currently covered by Trade Assurance.
4. Payment Terms :	4.1 Deposit before Shipment (US \$) :	The Deposit before shipment for this Contract is US \$140.00
	4.2 Discount (US \$) :	The Discount for this Contract is US \$ 0
	4.3 Remaining Balance (US \$) :	The Remaining Balance to this Contract shall be US \$0.00. Seller retains all ownership to the Product before Buyer completes payment of the Discount Amount under this Contract unless otherwise agreed between the Seller and Buyer, in which case Seller and Buyer shall act accordingly to such alternative arrangements.
	4.4 Payment Method :	Remittance to be made through those Payment Methods supported by Alibaba.com to the designated Beneficiary Bank Account under this Contract.
	4.5 Deadline of Payment of Deposit by Buyer :	Buyer must remit the Deposit to the Beneficiary Bank Account set forth in this Contract within 15 days (with the 15 th day inclusive) from the date both Seller and Buyer have executed this Contract and before shipment, otherwise Seller shall have the right to unilaterally terminate this Contract.
	4.6 Deadline for paying Remaining Balance by Buyer :	Unless otherwise mutually agreed between Seller and Buyer, Buyer shall pay the full amount of the Remaining Balance upon receiving the copy of bill of lading (or other delivery voucher).
	4.7 Bank Charges :	Buyer shall bear any and all relevant bank charges.
	4.8 Beneficiary Name :	Hangzhou Utry Automotive Parts Co., Ltd.
	Beneficiary Bank Account Number :	1029200547899
	Beneficiary Address :	26/F TOWER ONE TIME SQUARE 1 MATHESON STREET CAUSEWAY BAY HK
	Beneficiary Bank :	Citibank,N.A.,Hong Kong Branch
	Beneficiary Bank Address :	Citibank Tower,Citibank Plaza,3 Garden Road,Central,Hong Kong
	Beneficiary Bank Swift Code :	CITIHKHX or CITIHKHXXXX
	Bank Code :	006
	Branch Code :	391
5. Liquidated Damages :	5.1	Unless otherwise provided in this Contract, or unless Buyer and Seller have agreed otherwise, Buyer's unilateral termination of this Contract without cause and/or failure to pay the Remaining Balance in accordance with this Contract shall constitute a material breach of this Contract. If both Buyer and Seller have separately agreed on a sum to be paid as liquidated damages pursuant to the breach, such sum shall be remitted to the Beneficiary Bank Account under this Contract or deducted directly from any and all Payment that has been received by Seller.
	5.2	Unless otherwise agreed by both Buyer and Seller, if the events of breach under the "Trade Assurance Terms" section (Section 6) occurs after Buyer pays the Deposit in full, this Contract shall be terminated accordingly and Seller shall bare the relevant liability as agreed.
6. Trade Assurance Terms:	6.1 Trade Assurance Amount (US \$):	The Trade Assurance Amount for this Contract is US \$140.00. Trade Assurance Amount (US \$)(as defined in the applicable " Trade Assurance Services Rules ":

6.2 Trade Assurance Scope: Extended Trade Assurance until Arrival at Port/Place of Destination

*See Section 6.3 for detailed terms and conditions.

6.3 Trade Assurance Obligations:

6.3.1 Seller agrees to be liable for Trade Assurance Obligations if the Seller commits any of the following breaches:

(1) Shipping out Products later than Shipment Date in section 3.4; or

(2) Failing to: (i) deliver Products in compliance with the Product Description and Specifications, or (ii) provide valid documentation in support of change of ownership of the Products to the Buyer, or (iii) provide valid documentation including but not limited to corresponding invoice (or certification) in support of delivery, or (iv) commits any other material breach of this Contract, either (i) to (iv) scenario resulting in a material damage to the value of the Products or the commercial objective known or should be known to both Seller and Buyer becoming unachievable; or

(3) Failing to ship out the Products.

6.3.2 Upon the occurrence of (1) or (2) or (3) of above 6.3.1, Seller shall assume the following Trade Assurance Obligations:

(a) If both Parties have agreed Trade Assurance Scope to be "Trade Assurance up to Shipment Date", Seller shall refund all Deposit received;

(b) If both Parties have agreed Trade Assurance Scope to be "Extended Trade Assurance until Arrival at Port/Place of Destination", Seller shall refund all sums received under this Contract.

(c) If both Parties have agreed "Inspection & Logistics Service Trade Assurance", Seller shall arrange shipping of the Products via [eshipping.alibaba.com](https://www.eshipping.alibaba.com) in addition to carrying out its Trade Assurance Obligations under Section 6.3.2(b). Buyer shall also be entitled to have the Products inspected before shipping, as required by Alibaba.com (and Seller shall provide all necessary assistance to complete the relevant inspection so that the shipping of Products remains unaffected), so that Buyer can benefit from information relating to the inspection and shipping of the Products. Buyer may be entitled to claim additional compensation in the event that a specified inspection risk has occurred (see [Trade Assurance Services Rules](#)).

6.3.3 If Buyer has not paid the Remaining Balance in accordance with the terms of this Contract, Seller shall only be required to carry out those Trade Assurance Obligations under the Contract which have been paid for.

6.4 Refund on behalf of the Seller

If Buyer submits a request to Alibaba.com for Dispute Determination in accordance with the terms of applicable "[Trade Assurance Services Rules](#)" during the corresponding Claim Period, and the determination of Alibaba.com confirms that Seller has committed a breach of any of the conditions in sections 6.3.1 (1), (2) or (3), then Buyer may receive refund to be paid for and on behalf of the Seller in accordance with the terms and conditions of the applicable "[Trade Assurance Services Rules](#)" subject to the Trade Assurance Amount specified in this Contract. When the Trade Assurance Amount is zero (0) as agreed under section 6.1, Seller shall itself refund payment to Buyer.

6.5 Claim Period

Buyer must submit a request to Alibaba.com for Dispute Determination (section 6.6) within the applicable Claim Period set out below, failing which, Alibaba.com shall have no obligation to make any refunds for and on behalf of Seller (unless Alibaba.com in its sole discretion decides to extend the Claim Period).

6.5.1 if both Parties have agreed Trade Assurance Scope to be "Trade Assurance up to Shipment Date":

(i) where only the condition in section 6.3.1 (1) occurred, a claim for refund that is made by Buyer within 15 calendar days of Actual Date of Shipment (in section 3.4) (excluding the Date of Shipment); or

(ii) where only the condition in section 6.3.1 (2) occurred, a claim for refund that is made by Buyer before the Actual Date of Shipment (in

section 3.4); or

(iii) where the condition in section 6.3.1 (3) occurred, a claim for refund that is made by Buyer within 15 calendar days of Shipment Date (in section 3.4) (excluding the Shipment Date).

6.5.2 if both Parties have agreed Trade Assurance Scope to be "Extended Trade Assurance until Arrival at Port/Place of Destination":

(i) where conditions in either or both sections 6.3.1 (1) and/or (2) occurred, a claim for refund that is made by Buyer by no later than the earlier of (x) 90 calendar days after the Actual Date of Shipment (excluding the Actual Date of Shipment) and (y) 15 days after successful receipt of Products by Buyer at Port/Place of Destination (excluding such day of receipt); or

(ii) where the condition in section 6.3.1(3) occurred, a claim for refund that is made by Buyer by no later than the 90 calendar days after the Shipment Date (section 3.4). Notwithstanding the foregoing, in the event of partial shipment of the Products, a claim for refund should be made by Buyer no later than the earlier of: (i) 15 days after successful receipt of such partially shipped Products by Buyer at Port/Place of Destination (excluding such day of receipt) and (ii) 90 calendar days after the Shipment Date (section 3.4).

6.5.3 If Buyer confirms on Alibaba's transaction system receipt of the Products before the Claim Period lapses, Buyer's confirmation is to be regarded as taking delivery of the Products with no disputes whatsoever. Alibaba.com shall have no obligation to handle any request for Dispute Determination after Buyer has confirmed on Alibaba.com's transaction system that it takes receipt of the Products.

6.6 Dispute Determination: If Seller refused to fulfill the "Trade Assurance Terms", Buyer may submit a request to Alibaba.com for dispute determination in accordance with the terms of "[Trade Assurance Services Rules](#)". Each of the Buyer and Seller agrees to abide by the terms and conditions of the "[Trade Assurance Services Rules](#)" (including those versions updated from time to time).

7. Insurance : Unless otherwise agreed by both Buyer and Seller, if the Trade Terms selected for this Contract is Free on Board (FOB) or Cost and Freight (CFR), then insurance is to be effected by Buyer at Buyer's cost. Alternatively if the Trade Terms selected for this Contract is Cost, Insurance and Freight (CIF), then Seller must obtain insurance for the shipment at Seller's cost.

8. Product Inspection : If Buyer and Seller agreed to arrange for the products go through a product inspection process, the parties may agree on the terms of the inspection, such as method, inspection institution, fees, and etc., by way of a supplemental agreement. If both Parties have agreed "Inspection & Logistics Service Trade Assurance", Buyer shall also be entitled to have the Products inspected before shipping (and Seller shall provide all necessary assistance to complete the relevant inspection so that the shipping of Products remains unaffected), so that Buyer can benefit from information relating to the inspection and shipping of the Products.

9. Force Majeure : If either Buyer or Seller is unable to perform or delayed in performing its obligations under this Contract due to events beyond its reasonable control (including but not limited to war, industry actions, acts of God, breakdown of network or public utilities), the party encountering such events shall not be liable thereto.

10. Termination : 10.1 Either Buyer or Seller may terminate this Contract without liability to the other party if the Contract is terminated as follows:

- a) Seller terminates this Contract before Buyer has paid the Deposit;**
- b) Seller terminates this Contract after returning Deposit to Buyer, and if other sums have also been received by Seller, such other sums received as well, in accordance with this Contract; or**
- c) This Contract is terminated in accordance with other terms agreed by both parties in writing.**

10.2 Unless otherwise expressly provided in this Contract, neither Buyer nor Seller may unilaterally terminate this Contract.

10.3 Upon termination of this Contract, the Seller and Buyer shall agree in writing on such other terms not explicitly set out in this Contract (such as, but not limited to, any arrangements relating to return of Products).

11. Tax : Unless otherwise agreed, all amounts required to be paid by Seller or Alibaba.com under the " [Trade Assurance Services Rules](#) " do not include any taxes, duties or other assessments levied or based upon such amounts. Buyer shall be responsible for all such taxes, duties or other assessments.
- If Buyer is or may be required under any law or regulation of any governmental entity or authority, domestic or foreign, to withhold or deduct any withholding tax from any amount due to Seller or Alibaba.com pursuant to this Agreement, the amount payable by Buyer shall be increased to the extent necessary to ensure that after making such deduction or withholding, Seller or Alibaba.com (as the case may be) receives and retains a net sum equal to the sum it would have received but for such deduction or withholding being required. Buyer shall promptly deliver to Seller or Alibaba.com (as the case may be) all receipts and/or certificates or other proof evidencing the amounts (if any) paid in respect of any such deduction or withholding. In determining whether and to what extent a deduction or withholding of tax is required by law, the Parties shall cooperate with each other and with Alibaba.com and use their reasonable efforts to apply for any exemption, and shall bear their respective cost and expenses in this regard.
- The Buyer and the Seller shall each be responsible for the direct tax liability imposed on its own net income, unless otherwise agreed between the Buyer and the Seller.
- Buyer shall be responsible for the payment of all other taxes including the local levies imposed by any relevant government authority in connection with Alibaba.com's provision of any services relating to this Contract. Buyer agrees to execute any and all documents with the Seller or such party as the Seller designated for the benefit of Alibaba.com to give effect to this provision.
12. Other conventions :
- 12.1 Limitation of Liability : TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS OR REVENUE, INTERRUPTION OF BUSINESS, LOSS OF BUSINESS INFORMATION OR DATA, ETC) ARISING IN CONNECTION WITH THIS CONTRACT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR EVEN IF THE POSSIBILITY OF SUCH DAMAGES IS FORESEEABLE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EITHER PARTY'S AGGREGATE LIABILITY UNDER THIS CONTRACT SHALL NOT EXCEED THE TOTAL ORDER AMOUNT OF THIS CONTRACT.
- 12.2 Governing Law : **This Contract shall be governed by and construed in accordance with the laws of the People's Republic of China without recourse to its conflict of laws principles.**
- 12.3 Disputes : **Any dispute between both parties that arise out of this Contract (the "Dispute") shall first be resolved amicably by negotiation. The parties agree to submit a request to Alibaba.com for dispute determination in the event that both parties fail to reach a settlement on the Dispute. If either party does not agree to the final determination or decision made by Alibaba.com in connection with the Dispute, the Dispute may be referred to and resolved by arbitration at the Shenzhen Court of International Arbitration, and the party should inform alibaba.com.**
- 12.4 Notice : **Any and all notice and other communications in respect of this Contract shall be in writing in English and sent by email, or international express courier to the address of the other party stated in this Contract. Any changes to the address shall be notified to the other party within five (5) calendar days from the date the change has taken effect. Unless otherwise provided in this Contract or in the " [Trade Assurance Services Rules](#) ", any notice given pursuant to this clause shall be deemed effective if: i) delivered by email, when the email is successfully sent; ii) if sent by international express courier, when the courier has been received by the recipient.**
- 12.5 Contract Term : **This Contract is established from the time Buyer has clicked "confirm Contract" on the Alibaba.com.**
- This Contract shall take effect from the time Buyer had remitted the Deposit to Seller in accordance with Contract.**
- 12.6 Electronic Order : This Contract constitutes an electronic Contract between Seller and Buyer and shall have the same validity and binding effect as if the Contract is executed by both parties on paper.
- 12.7 Export and Import Agent : Seller may agree separately on the rights and obligations for its import and export agent in fulfilling the relevant obligations pursuant to this Contract.

Seller shall be liable for any acts committed by its import and export agent for any obligations that are performed by the agent for and on behalf of Seller in connection with this Contract.

12.8 Other Provisions : Neither party may assign this Contract, in whole or in part, to any third party. **In the event of any inconsistency between the Chinese and English versions of this Contract, the English version shall prevail.**

12.9 Remarks : Payment via Pay Pal Delivery to Russia Part 10 pieces

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