Dealer contract for the sale of goods

Moscow

May 22, 2023

WEIFANG POWER MACHINERY EQUIPMENT CO.,LTD., we refer to hereinafter as the «Supplier», represented by Alice Meng, Sales Manager, acting on the basis of the Company's Charter on the one hand, and

Tyumen-Energo LLC, hereinafter referred to as the «Dealer», represented by Sergey Sorogin, General Director, acting on the basis of the Company's Charter on the other hand, have concluded this agreement (hereinafter referred to as the «Agreement») about the following:

1. SUBJECT OF THE CONTRACT

- 1.1.In accordance with this Agreement, the Supplier transfers ownership, and the Dealer accepts and pays for the goods according to the specification produced by the Supplier (hereinafter referred to as the "Goods") in quantity, assortment and on the terms provided for in this Agreement.
- 1.2. The assortment and cost of the delivered Goods are specified in the Specification (Appendix No. 1), which is an integral part of this Agreement. The list of Goods supplied under this Agreement may be changed or supplemented by agreement of the parties.
- 1.3. The goods are transferred to the Dealer for its subsequent sale on the territory of Russia(further «Territory»).
- 2. ASSORTMENT AND QUANTITY.
- 2.1. During the term of this Agreement, the Supplier delivers the Goods to the Dealer in separate batches.
- 2.2. The quantity and assortment of Goods in each batch is determined by a Specification or an Appendix issued specifically for this batch.
- 3. THE PRICE OF THE GOODS AND THE TOTAL AMOUNT OF THE CONTRACT
- 3.1. The price for the entire range of each specific batch of Goods is indicated in the relevant Specification or Annex to this Agreement and is understood on the terms of delivery defined in clause 5.1 of this Agreement. The price of the Goods includes the cost of packaging and packaging.
- 3.2. The total cost of each batch of Goods is determined by the corresponding invoice.

4. PAYMENT PROCEDURE

- 4.1. The Dealer is obliged to pay for the received batch of Goods in accordance with the total cost of the batch specified in the invoice, within 10(ten) days from the date of delivery of the batch of Goods.
- 4.2. Payments for the Goods are made by transferring funds to the Supplier's current bank account.

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5. DELIVERY PROCEDURE

- 5.1. The date of delivery of the consignment of Goods under this Agreement is the date of affixing the stamp «release permitted» by the customs of the country of import on the cargo customs declaration issued for the consignment of Goods.
- 5.2. Delivery of each batch of Goods is made after the Supplier receives the Specification issued by the Dealer. The specification is compiled by the Dealer based on their needs and sent to the Supplier no later than 10 (ten) days before the expected shipment.
- 5.3. Each Specification contains the following data: number and date; name, assortment and quantity of Goods; discount amount, price and cost of Goods, terms and delivery time of Goods.
- 5.4. The Supplier during 10(ten) working days from the date specified in the Specification, is obliged to sign or refuse to sign the Specification.
- 5.5. The batch of Goods specified in the Specification must be shipped no later than twenty days after the Supplier signs the Specification.
- 5.6. If there is an overdue debt of the Dealer to the Supplier, the Supplier has the right not to ship subsequent batches of Goods to the Dealer and stop delivering the Goods until the Dealer liquidates its arrears in payment for the batch of Goods to the Supplier.
- 5.7. The originals of the following documents are sent to the Dealer simultaneously with the shipment of the goods: -product passport, certificate, invoice
- 5.8. The Supplier guarantees to the Dealer the fulfillment of its obligations to pay for the batch of Goods confirmed by the Specification in full and in due time.

6. ACCEPTANCE PROCEDURE

- 6.1. The goods are accepted according to quantity and quality: by quantity for compliance with the order; by quality for compliance with international standards.
- 6.2. Claims can be made: for the quantity of the goods within 30 (thirty) working days from the date of delivery; for the quality of the goods within 30 (thirty) days from the date of delivery. The basis for filing claims on quantity is the discrepancy between the actual quantity of the Goods to the quantity specified in the shipping documents, confirmed by an act drawn up with the participation of an independent competent and

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disinterested organization. The basis for filing complaints about quality is the non-compliance of objective indicators of the quality of the goods with the requirements of Rostechnadzor, confirmed by an act of expertise conducted by an independent competent organization. Complaints must be submitted in writing and contain the following data: - the name and quantity of the goods complained of; - invoice number, batch number; - the nature of the quality discrepancy or the amount of shortage; - the requirements of the aggrieved party must also be indicated: replacement of goods, compensation for shortage, otherwise.

- 6.3. The complaint is sent by registered mail. The date of the postmark on the envelope is considered the date of filing the complaint.
- 6.4. If the Dealer complies with the conditions stipulated in clauses 6.2, 6.3, the Supplier is obliged to satisfy his complaint at his own expense within fifteen days from the date of filing the complaint.

7. PACKAGING AND LABELING

- 7.1. The goods must be packed in a container that meets the requirements of cargo transportation and ensures the safety of the goods during transportation and storage.
- 7.2. The marking of the Goods must ensure the availability and completeness of information about the Goods. All inscriptions must be made in Russian
- 8. PRODUCT QUALITY
- 8.1. The quality of the Goods delivered by the Supplier to the Dealer must be confirmed by a quality certificate.
- 8.2. The quality certificate for the Goods is attached by the Supplier to the delivery of each batch of Goods.

9. LEGAL STATUS OF THE DEALER

- 9.1. The Dealer under this Agreement is a business entity that regularly purchases products from the Supplier with appropriate discounts, provided that the Dealer reaches the size (volume) of turnover determined by the parties and resells such products on its own behalf and at its own expense. The Dealer has no right to act on behalf of the Supplier or any of its subsidiaries.
- 9.2. The Dealer purchases the Goods specified in this Agreement only from the Supplier or from other sources specified only by the Supplier.

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- 9.3. During the validity of this Agreement, the Dealer has the right to call himself «the Dealer of goods «WEIFANG POWER MACHINERY EQUIPMENT CO.,LTD.» on the Territory.
- 10. RIGHTS AND OBLIGATIONS OF THE PARTIES. INTERACTION PROCEDURE
- 10.1. The Dealer undertakes:
- 10.1.1. Not to sell the Goods to third parties outside the Territory defined by this Agreement, as well as not to sell the Goods to intermediaries who intend to sell the Goods to third parties located outside the Territory.
- 10.1.2. Send to the Supplier any request or order for the sale of the Supplier's Goods received by the Dealer from third parties located outside the Territory for further consideration during 10 (ten) days from the date of receipt of such request or order.
- 10.1.3. Both directly and indirectly (by participating in or influencing other organizations, as well as by creating branches or other places for the sale of Goods within or outside the Territory, production, sale, leasing or otherwise) not to distribute goods that are similar or similar to the Goods sold by the Seller at this Agreement. Derogation from the above provisions is possible only after obtaining the written consent of the Supplier.
- 10.1.4. Not to use on its own behalf, directly or indirectly, the trademark or other intellectual property of the Supplier, other means of its individualization, its name, experience, connections in order to attract customers for the sale of goods and services of other organizations selling goods similar to the Supplier's Goods, including not to use the Supplier's trademark together with trademarks other sellers of goods similar to the Supplier's Goods, without the Supplier's prior written consent.
- 10.1.5. To ensure the proper quality of services, goods and service in the field of trade, which are provided by the Dealer under this Agreement, in full compliance with the quality of similar services and Goods that are provided directly by the Supplier.
- 10.1.6. Strictly adhere to the instructions and instructions of the Supplier aimed at ensuring that the Dealer's level of services complies with the terms of this Agreement, including instructions about the external and internal design of the Dealer's retail premises in which the Supplier's products are sold.
- 10.1.7. Provide customers with all additional services that they could count on if they bought products directly from the Supplier.

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- 10.1.8. Provide advertising of products in accordance with the samples and materials provided by the Supplier, as well as in accordance with the plans of advertising campaigns.
- 10.1.9. Inform the Supplier in a timely manner about the estimated product needs for the next month and about the prices that have developed for similar products in the market of the regions in which the Dealer sells the products transferred by the Supplier.
- 10.1.10. To allow authorized representatives of the Supplier to the relevant documentation, as well as to trading and storage facilities only for the purpose of verifying that the Dealer fulfills the requirements provided for in this Agreement.
- 10.1.11. Not to disclose the secret of the Supplier's commercial and production activities and any other confidential information received from the Supplier in connection with the performance of this Agreement. Commercial secrets include any information that: when reporting, it was explicitly characterized as such, which represents the Supplier's trade secret; is not publicly available; represents commercial interest or gives specific advantages to third parties.
- 10.1.12. Perform other duties assigned to him by this Agreement.
- 10.2. The Dealer has the right to:
- 10.2.1. To sell Goods to third parties on the Territory in the manner and on the terms stipulated by the Dealer in contracts for the sale of Goods with third parties.
- 10.2.2. Use the Supplier's trademark on the basis of the concluded license agreement with the Seller.
- 10.2.3. Receive information from the Supplier regarding the Supplier's new Product, its quality and assortment.
- 10.3. The Supplier undertakes:
- 10.3.1. To provide the Dealer with Goods for sale in accordance with the requirements for goods of such quality by the Dealer's country, in assortment, quantity and within the time specified in the Specification.
- 10.3.2. During the term of this Agreement, not to conclude similar agreements with other dealers or organizations that have the opportunity to sell Goods on the Territory specified in clause 1.3 of this Agreement, as well as to refrain from carrying out independent activities on the Territory, similar activities that constitute the subject of the Dealer's activities under this Agreement.
- 10.3.3. Provide the Dealer with the necessary promotional and informational materials related to the Product. The specified materials will be transferred to the Dealer within 10 (ten) days after the conclusion of this Agreement, and in the future they will be transferred within 10 (ten) days after the Supplier receives the relevant request from Dealer.

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- 10.3.4. Inform the Dealer in a timely manner about the appearance of new products from the Supplier and their cost.
- 10.3.5. For no more than 10 days to review the Specifications provided by the Dealer for the delivery of the next batch of Goods, inform about the deadlines for their implementation, as well as sign them and send signed copies of the Specification to the Dealer together with the corresponding batch of Goods.
- 10.3.6. Advise the Dealer on the forms of organization of the sales policy.
- 10.3.7. Appoint a responsible person with whom the Dealer resolves all issues related to the performance of work under this Agreement.
- 10.3.8. Periodically instruct the Dealer's personnel on issues related to the implementation of the rights specified in the Contract.
- 10.3.9. Organize training and professional development of the Dealer's personnel.
- 10.3.10. To issue to the Dealer the certificate of the official dealer 10 day.
- 10.3.11. Not to disclose the secret of the Dealer's commercial and production activities and any other confidential commercial information received from the Dealer in accordance with this Agreement.
- 10.3.12. Perform other duties assigned to him by this Agreement.
- 10.4. The Supplier has the right to:
- 10.4.1. Conclude a license agreement with the Dealer for the use of the Supplier's trademark on the Territory of this Agreement.
- 10.4.2. Check at any time the progress of the Dealer's fulfillment of obligations related to this Agreement, without interfering with his business activities.
- 10.5. The Dealer and the Supplier's representatives meet as necessary, but at least twice a year, to discuss advertising, product promotion, public relations and other marketing-related issues.
- 10.6. The Parties jointly plan marketing and (or) promotional campaigns and agree on budgets for such promotions and events in the Annexes, which are integral parts of this Agreement.

11. LIABILITY OF THE PARTIES

11.1. In case of violation by the Dealer of the terms of clause 4.1 of this Agreement, the Supplier has the right to collect from the Dealer a penalty in the amount of 10% of the value of the consignment not paid by the Dealer. The penalty is charged from the moment the Supplier sends a written claim to the Dealer.

11.8. Payment of penalties and fines does not release the parties from fulfilling their obligations under this Agreement.

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12. DISPUTE RESOLUTION PROCEDURE

- 12.1. In case of disputes and disagreements, the parties seek to resolve them through negotiations. If it is impossible to resolve disputes through negotiations, the parties submit them to the Arbitration Court for consideration.
- 12.2. In all other matters not provided for in this Agreement, the parties are guided by the current legislation of the Russian Federation.
- 12.3. Any disputes and discrepancies that arise in connection with this Agreement or arise from it will be resolved by the parties through negotiations.

13. FORCE MAJEURE CIRCUMSTANCES

- 13.1. The Parties to this Agreement are released from liability for partial or complete failure to fulfill their obligations under this Agreement in the event of force majeure. The parties are relieved of responsibility for such circumstances only for the duration of their action.
- 13.2. Force majeure circumstances should be understood as circumstances that arose independently of the will of the parties after the conclusion of this Agreement, which prevent the full or partial fulfillment of the Agreement, and the onset, effect and consequences of which could not have been foreseen and prevented by reasonable means (wars, military operations of any nature, natural disasters, natural and manmade disasters that affect the fulfillment of obligations under the Agreement; restriction or termination of import/export of goods imposed by state authorities, or other actions of competent state bodies that have a direct impact on the fulfillment of obligations assumed by the parties, etc.).
- 13.3. Upon the occurrence of the circumstances specified in clause 13.2 of this Agreement, each party must immediately notify of them in writing to the other side. The notification must contain data on the nature of the circumstances, as well as official documents issued by the competent state authority certifying the existence of these circumstances and, if possible, assessing their impact on the ability of the party to fulfill its obligations under this Agreement.
- 13.4. The relevant party to the Agreement must immediately notify the other party to the Agreement of the occurrence and termination of force majeure circumstances by registered mail.
- 14. TERM OF THE AGREEMENT
- 14.1. The Agreement comes into force from the moment it is signed by authorized representatives of both parties.
- 14.2. The Agreement is valid until 22 may 2025 inclusive, except in the case of early termination of the Contract by written consent of the parties.

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- 14.3. Neither party has the right to terminate this Agreement unilaterally until its mutual obligations or obligations to third parties related to this Agreement are fully fulfilled and until final settlements are made.
- 14.4. If, at the end of the term of the Agreement, any outstanding obligations remain between the parties to the Agreement, the Agreement continues to be valid until the parties fully fulfill their mutual obligations and make final settlements.
- 15. OTHER TERMS AND CONDITIONS
- 15.1. Any changes or additions to this Agreement will be valid only if they are made in writing and signed by authorized representatives of both parties.
- 15.2. From the moment of signing this Agreement, all previous correspondence, negotiations, concluded contracts and agreements lose their legal force.
- 15.3. Neither party has the right to transfer its obligations under this Agreement to a third party without the written consent of the other party.
- 15.4. This Agreement is concluded on 9 pages in two original copies one for each party. Both copies have the same legal force.
- 15.5. If the legal or postal address, bank account or other details are changed, the relevant party to the Agreement is obliged to notify the other party to the Agreement by registered mail to 10 dey the deadline.
- 16. DETAILS AND SIGNATURES OF THE PARTIES

Dealer:

Limited liability company 《TYUMEN-ENERGO» Legal address: 625501, Tyumen region,p-n Tyumen, p Moskovsky, ul.Central, house 16

NHH 7224082563
CHECKPOINT 722401001
OGRN 1207200014768
Current account 40702810510000703929
Bank JSC «TINKOFF BANK»
TIN of the bank 7710140679
BIC bank 044525974
Correspondent account of the bank 30101810145250000974

General manager

Sorogin Sergey

Supplier:

Supplier	Dealer

Тюменский

Supplier:

WEIFANG POWER MACHINERY EQUIPMENT CO.,LTD.

address:YUANFEI ROAD AND XUANWU STREET INTERSECTION, KUIWEN DISTRICT,

WEIFANG CITY, SHANDONG PROVINCE, CHINA

Bank information:

Beneficiary: WEIFANG POWER MACHINERY EQUIPMENT CO.,LTD.

Account number: 802667714629990438

Address: No.4888 Shengli East Street, Weifang, Shandong, China

Beneficiary Bank: BANK OF WEIFANG SWIFT BIC (bank code): WFCBCNBN

Address: Beihai Road, Weifang, Shandong, China

Intermediary Bank: WELLS FARGO, N.A. NEW YORK INTERNATIONAL BRANCH

SWIFT BIC:PNBPUS3NNXC

Manager

Dealer Jopan-

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