

南京纽邦生物科技有限公司 Nanjing Nutrabuilding Bio-tech Co., Ltd

SALES CONTRACT

SELLER: Nanjing Nutrabuilding Bio-tech Co., Ltd

CONTRACT NO.: SALE181016 DATE: 2018.10.16

BUYER: METABOLIC RECOVERY SYSTEMS 530 NORTH STREET, AUBURN, IN 46706, USA

Commodity	Trademark	Quantity	Unit Price	Amount
			CIF	
Deuterium depleted water	MITOVANTAGE	120L	USD5.00/L	USD600.00
			Total:	USD600.00

1. Port/Place of shipment: Shanghai, China

2. Port/Place of destination: Los Angeles, USA

- 3. Terms of payment: T/T 60 DAYS FROM B/L DATE. Unless otherwise agreed, the Seller remains the exclusive owner of any intellectual or industrial property rights relating to the goods. The goods remain the property of the Seller until the complete payment of the price, or as otherwise agreed.
- 4. Time of shipment: 2018.10.26 Ship Via: Sea
- 5. Insurance: To be covered by the Sellers for 110% of the total invoice value against ALL RISKS AND WAR RISKS
- 6. Additional terms & conditions: The seller will take necessary steps to obtain export license. The seller shall not be responsible for any failure in obtaining such export license, if caused by reason beyond the control of the seller, or by temporary or permanent policy controlling by the Chinese government.
- 7. Inspection: The product should pass Independent Lab's testing in USA, thus the contract will be legal. The Certificate of Analysis issued by Sellers shall be taken as the basis of delivery. If there are objections regarding any issues (regarding quality, quantity, etc), the buyers shall raise them in written form within 15 days after receiving the material, otherwise it will be taken as no objections.
- 8. Arbitration: Any dispute arising from the execution of, or in connection with this Contract, should be settled through negotiation. In case no settlement can be reached, the case shall then be submitted to Shanghai Branch, International Economy and Trade Arbitration Commission of China (IETAC) for settlement by arbitration in accordance with the Commission's Provisional Rules of Procedure. The award rendered by the Commission shall be final and binding on both parties.
- 9. Neither this Agreement nor any of the rights, interests or obligations provided by this Agreement may be assigned by any Party without the prior written consent of the other Party. Unless otherwise expressly provided herein, any attempt by any Party to assign this Agreement or any of the rights, interests or obligations provided by this Agreement shall be null and void.

During the period of the shipment time of this contract, if the buyer delays the payment(s) for previous shipment(s) from the seller, the seller remains the right to hold the shipment(s) for the product(s) of the contract, meanwhile, the buyer can not cancel the contract with the buyer.

SELLER:

南京纽邦生物科技有限公司 BUYER: NANJING NUTRABUILDING BIO-TECH CO. LTD

Mark Brant