

Sales Agreement

between

Company

Named subsequently the "Seller",

and

X

Represented by:

Hereinafter referred to as the "Buyer",

Abbreviations:

CP = Contract Product

CA = Contract Area

CT = Contract Time

CC = Contract Customers, having their business in the CA

NCP = Non Contract Products

1) Concession for the marketing rights in Egypt

1.) The Buyer confers upon the Seller the marketing rights for the Contract Product (CP) as defined in #2 of this Agreement for the following Contract Area (CA): Egypt

2.) During the Contract Time (CT) – as defined in #7 – the Seller shall offer the CP exclusively to the Buyer. Any inquiry or order for the CP from the CA reaching the Seller shall be treated as having reached from the Buyer.

3.) The Buyer shall buy the CP exclusively from the Seller and sell it under his own name and for his own account. This also applies to cases where the Buyer uses resellers for the sale in the CA. The Buyer is solely liable for their behaviour in the market.

2) Contract Product, Contract Customer and restrictions

1.) The exclusive sales rights mentioned in #1/1 apply exclusively to all of BE-Xxxx. The BE-Xxxx Type 3 (8 x 40 mm) for cars up to 2000 ccm and 200 HP (more than 10 year old cars up to 3000ccm) without packing but with serial number henceforth called the Contract Product (CP).

2.) The exclusive sales rights of the Buyer apply to all customers, henceforth called Contract Customers (CC), having their business in CA. The Buyer shall not sell the CP to customers outside the CA nor to resellers wanting to sell it outside the CA. The Buyer shall forward all inquiries from outside of the CA to the Seller.

3.) This Agreement does not apply to products other than the CP which the Seller might sell to the Buyer. The Seller shall be free to sell these non-contract products (NCP) to other companies or customers in the CA. For those sales the Buyer shall receive no commission or other payment. On the other side, the Buyer shall have the right to sell NCP ordered from the Seller in all countries that are not in the CA of another buyer.

3) General rights and duties

1.) The Buyer shall do everything possible to sell the CP in the CA and take care of advertising in the whole CA in co-ordination with the Seller.

2.) The Buyer is only allowed to use the Seller's trademarks for the sale of the CP and only for the duration of the CT. The Buyer is not allowed to register them anywhere else nor to register or use any other trademarks that might be confused with the trademark of the Seller.

3.) The Buyer himself is responsible for the compliance with the laws of the CA. This also applies particularly to the rules of fair competition. The Buyer shall neither operate in the name of the Seller nor shall he acquire or renounce any rights in the name of the Seller.

4.) The Buyer shall inform the Seller immediately of any violation of the Seller's rights, in case of himself or any other persons. The Buyer shall assist the Seller in addressing such violations. The Seller and the Buyer agree to inform each other of all activities required for the successful implementation of this Agreement. This, however, is not intended to affect the independent operation of the Buyer's business.

5.) The Seller agrees to assist the Buyer in all matters pertaining to the CP, particularly in handling guarantee claims and providing product information. All information material which are not distributed to the CC remains the property of the Seller. The Seller has no obligation to provide translation into other languages but shall have the right to review such translation carried out by the Buyer at his own expense.

6.) The Buyer shall use all information and objects provided by the Seller only in the spirit of this Agreement and not against it. The Buyer and the Seller shall keep strictly confidential all personal and commercial information, which they acquire about each other and the CP while executing this Agreement – both during its validity and for an indefinite time after its termination.

The parties shall especially treat as strictly confidential and keep secret any informations, documents, notes and data which are disclosed to one party by the other party, its representatives or other persons regarding one party's economic and legal situation, economic environment and technical circumstances, it's all the same in written or oral form or via electronic data transfer.

Any analyses, data, studies and results as well as any and all documents, contracts and other information regarding the Seller, which are disclosed to the Buyer or of which the Buyer gains knowledge of otherwise, shall also be deemed confidential information.

The parties shall treat the fact that negotiations are conducted and their content, as well as the fact that examinations are conducted and intended purpose as strictly confidential vis-à-vis third parties and keep them secret. Both parties shall use the same degree of care, but no less than a reasonable standard of care, to prevent the unauthorized use, dissemination or disclosure of confidential information, knowledge or data.

7.) During the whole CT the Buyer shall not offer or sell products, neither in the CA nor outside, similar or competitive to the CP, nor shall he help other companies competing with the Seller during the CT.

8.) The Buyer shall regularly, at least 4 times a year, report on marketing activities, results, customer wishes, customer criticism, and all other circumstances which require a fast reaction on the part of the Seller. The Buyer shall not be required to provide the Seller with any data on his customers.

9.) The Buyer shall make regular written forecasts of his expected purchases from the Seller in order for the latter to optimise the production of the CP.

10.) All costs exempt transport costs to port or airport Cairo incurred by the Buyer shall be considered fully compensated by the discount and special price offered by the Seller.

11.) Any website on the CP shall have to be reviewed by the Seller, who shall be entitled to include other partners on such a website.

4) Price for the sale of the CP

As a rule, the Buyer shall be free in pricing with the CC, but should do so with a view to being competitive. He shall keep the Seller informed of all matters pertaining to such pricing in order to give the latter a means of co-ordinating prices on the neighbouring markets and the world market.

5) Purchase Price and minimum order

1.) The Parties agree on the net prices of 30 USD (5 USD material cost and 25 USD licence cost, which can be also invoiced by an other NG Company) based on a minimum order of 100000 CP after sign the contract

2.) Price changes for important reasons shall be negotiated within 4 weeks of the relevant notice from one Party to the other.

3.) The Parties agree on the minimum order of 100000 CP in the first year year.

4-) If after one year actual quantities will be sold below this agreed minimum empire the Seller to terminate this Agreement immediately.

6) Conditions for individual sales under this Agreement

6.1.) General, Contract Product

1.) All deliveries concerning the CP are carried out exclusively on the basis of the following conditions (6.1. to 6.4.). Procedures deviating from these conditions become effective only through a written confirmation by the Seller.

2.) As a rule, the standard means of communication between the Buyer and the Seller Parties shall be electronic mail, each of which shall give the name and mail-ID of the sender, time and date of dispatch, and commercial name, address, and phone numbers of the sender. Each mail is converted into a valid document by the acknowledgement from the receipt.

3.) The information given in the product description is an integral part of each contract.

4.) The Buyer is responsible for supplying to every customer, all necessary product informations and descriptions required by local laws and regulations.

6.2. Terms of Delivery and Payment

1.) The written order confirmation of the Seller shall in all its details be binding for the terms of delivery and payment of each individual sales contract. However, the delivery time given therein shall be extended adequately upon the establishment of a force majeure and/or any other unforeseen circumstance outside the control of either of both Parties.

2.) The delivery procedure shall be at the choice of the Buyer and may be adjusted by him in writing for each individual delivery. If no adjustment notice is received by the Seller within three days before the date of shipment, the procedure of the preceding shipment is adopted.

3.) Any and all expenses incurred for the delivery after the transfer point as described in 6.2.4. have to be borne by the Buyer.

4.) The Seller shall be deemed to have completed his part of the delivery procedure at the moment of making the CP available at Cairo port or airport Cairo. After the Seller made the CP available to a recognised freight forwarding service at Cairo port or airport the Buyer bears all risks and expenses for the contract in question – including the risk of loss and deterioration of the CP in the case of an acceptance default on the part of the Buyer.

5.) The Parties agree on the following payment terms for all deliveries: 30% prepayment at order 70% before shipping . The Currency of Payment is exclusively US\$. Bank: Sparkasse Braunau, Stadtplatz 43 , 5280 Braunau, AustriaIBAN : AT502040400041184581, SWIFT – BIC: SBGSAT2SXXX.

6.) Contract will be valid after the part payment of 30% for order of 100,000 CP

7.) The order will be divided into 4 shipments with 25000 BE-Xxxx. 1st delivery on 1. March 2017, 2nd on 1. July, 3rd on 1. October and last on 27. December

Payment and Delivery Table:

	Payment	Delivery
Sign the contact	30% of 100,000 Xxxx	
20 th February 2017	70% of 25,000 Xxxx	01 st March 2017
20 th June 2017	70% of 25,000 Xxxx	01 st July 2017
20 th September 2017	70% of 25,000 Xxxx	1 st October 2017
20 th December 2017	70% of 25,000 Xxxx	27 th December 2017

8.)Delivery costs to cairo port or airport will take the seller

9.) The chapters # 3.6.), # 6.5.), # 10) and # 11) shall be valid upon signing the contract, without regard to the invalidity of the remaining agreement.

6.3.) Warranty, Liability, and Damages

- 1.) Obvious defects in the CP shall be communicated to the Seller within five days after having received the goods, giving a written report of the defect and a copy of the invoice for identification of the defect goods. Claims for obvious defects are not valid after five days after the receipt of the goods.
- 2.) For non-obvious defects the warranty time is two years after delivery. The warranty for the function is 30 years.
- 3.) The Seller has the right to check – at his own expense – any and all goods declared defective by the Buyer. It leads to the immediate expiry of the warranty, if the Buyer refuses or obstructs the Seller's right to check defective goods.
- 4.) All warranties cease with an improper use of the merchandise.
- 5.) In case of a justified warranty, the Buyer shall be entitled to the elimination of the defect or the delivery of defect-free merchandise.
- 6.) The Seller shall have the right to refuse an extremely costly warranty procedure suggested by the Buyer or /customer if a more cost-effective satisfying procedure can be established. In this case the warranty claim is limited to the cost-effective procedure.
- 7.) The Buyer shall return to the Seller all goods replaced in a warranty.
- 8.) The Seller shall return to the Buyer the net invoice price of any item whose defect cannot be corrected by any of the above procedures.
- 9.) Warranty settlements are not transferable to CC or other persons.
- 10.) Claims under the warranty shall be presented to the Seller only by the Buyer and will not be entertained if coming from CC or other persons.
- 11.) The Seller shall not be liable for damages claimed by the Buyer or one of his customers for loss of fuel or emission savings nor for bodily harm the consequence of grossly negligent or deliberately inappropriate use of the product.

6.4 Place of Delivery

Place of delivery for all Buyer obligations arising directly or indirectly out of a sales contract, including that for payment, is the business address of the Seller.

6.5 Other Agreements

- 1.) Should any single provision of this Agreement become invalid, all the other provisions therein will remain untouched. The invalid provision shall be substituted by a new one as agreed upon by both Parties
- 2.) This agreement is the only one existing between the Seller and the Buyer. All changes and additions of this agreement shall be valid in writing only.

7) Validity of this Agreement

This Agreement is valid for a period of 10 years. It will be prolonged for a further 5 years if the contract is not terminated one month before the end of the contract period from one of the two parties.

8) Early Cancellation

- 1.) This Agreement can be terminated before the date stipulated in # 7 for important reasons, particularly
 - a) if one of the Parties, regardless of reason, ceases their business activities completely;
 - b) if one of the Parties violates the Agreement in any way and if the violation is continued despite a previous caution by the other Party, or
if a similar violation is committed within a year after caution;
 - c) if the Buyer does not meet the minimum sales targets as in chapter # 5.3.),
 - d) if the Seller ceases to produce the CP for whatever reason.
- 2.) A Party causing the early termination of this Agreement through faulty behaviour shall be liable to pay to the other Party the damages resulting from such termination, except in case of point # 8.1.d).
- 3.) An early termination of the Agreement shall be valid only in writing.

9) Obligations of the Parties after the Termination of the Agreement

- 1.) After the termination of the Agreement for whatever reason the Buyer shall, within four weeks and of his own accord, return to the Seller all stationery, documents, or objects, including copies made and in his possession, or destroy them if so instructed by the Seller.
- 2.) The Seller shall deliver all orders confirmed by him and paid for by the Buyer at the time of the termination, and the Buyer shall pay and take delivery of all products with an order confirmation from the Seller at the time of the termination, except # 8.1.c) is applicable.
- 3.) For the purposes of an early termination the Seller may cite only # 8.1.) as an important reason. This shall not, however, in any way affect his obligations to receive and pay for products delivered by the Seller before the latter himself declares early termination.

10) Arbitration Clause / Governing Law

- 1.) All disputes which arise in connection with this Agreement or about its validity shall be settled amicably. Should this prove impossible, the Parties agree to a binding arbitration according to the rules of WKO (AUSTRIAN FEDERAL ECONOMIC CHAMBER, Stubenring 8-10, 1010 Wien) under exclusion of proper process of law.
 - 2.) The number of arbitrators is three, one is nominated by the Buyer, one is nominated by the Seller and one is nominated by the WKO (he shall be a competent lawyer).
 - 3.) The language of the arbitration procedure shall be English.
 - 4.) This agreement is subject to the laws of the Republic of Austria excluding their conflict of law provisions. The Vienna UN Sales Convention shall not apply to this agreement.
-

11) Other agreements

All claims from or in connection with this Agreement shall be considered void after two years after their due date. This does not affect warranty claims as per # 6.4.).

This contract is made out in two copies of equal authenticity, one for each Party

Bratislava, 31th December, 2016

Seller

Buyer

(Dr. Mostafa Nawareg)
