

As of \_\_/\_\_/\_\_\_\_

GENERAL CONDITIONS  
FOR THE SUPPLY OF PRODUCTS AND SERVICES  
CONTRACT No.\_\_\_\_

Zk Electronics Co., Ltd, a company with registered address: Room 605,minzhi longhua,shenzhen Guangdong,China - hereinafter referred to as the "Supplier", on one side, and a company Corporation SMART TECH ELECTRONICS LIMITED with address: SUITE C, LEVEL 7, WORLD TRUST TOWER, 50 STANLEY STREET, CENTRAL HONG KONG hereinafter referred to as the "Purchaser", on the other side, jointly hereinafter referred to as "Parties", concluded the Contract hereof as follows:

**1. GENERAL PROVISIONS**

1.1. Legal relations between Supplier and Purchaser in connection with supplies and/or services of the Supplier (hereinafter referred to as "Supplies") shall be solely governed by the present General Conditions. The Purchaser's general terms and conditions shall apply only if expressly accepted by the Supplier in writing. The scope of delivery shall be determined by the congruent mutual written declarations.

1.2. The Supplier herewith reserves any industrial property rights and/or copyrights pertaining to its cost estimates, drawings and other documents (hereinafter referred to as "Documents"). The Documents shall not be made accessible to third parties without the Supplier's prior consent and shall, upon request, be returned without undue delay to the Supplier if the contract is not awarded to the Supplier. Sentences 1 and 2 shall apply mutatis mutandis to the Purchaser's Documents; these may, however, be made accessible to those third parties to whom the Supplier has rightfully subcontracted Supplies.

1.3. Partial deliveries are allowed, unless they are unreasonable to accept for the Purchaser.

1.4 The goods provided by the Supplier are supplied with the deliberate purpose of being sold by the Purchaser.

**2. PRICES, TERMS OF PAYMENT, AND SET-OFF**

2.1 The Purchaser undertakes to purchase goods from the Supplier every calendar month in an amount equivalent to at least 5,000\$. (Five thousand US dollars)

2.2. The Supplier undertakes to sell the goods to the Purchaser at a discount of at least 10% of the retail price.

2.3 Payment is made based on advance payment by the Purchaser.

2.4 Payment is made in the currency specified by the Supplier.

**3. SEVERABILITY CLAUSE**

3.1 The legal invalidity of one or more provisions of this Agreement in no way affects the validity of the remaining provisions. This shall not apply if it would be unreasonable for one of the parties to be obligated to continue the contract.

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Director Lily Huang  
Supplier

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Director Melnikov Sergii  
Purchaser