

Sales & Purchase Agreement for the supply of NITRILE Gloves from 21<sup>st</sup> of August 2020

**Part B - FORWARDER:** Covering IRDLC for FORWARDER CARGO Deliveries (Bulk)  
Total of 985 Million Boxes / 50 Mil per Forwarder / we can process up to 3 forwarders parallel  
IRDLC coverage: 1 forwarder only on route – USD XXX (based on USD xxx per box)  
All BULK DELIVERIES by FORWARDER shall go to Los Angeles (approx. 18 days per forwarder)

Between

**SELLER / TITLE HOLDER**

Keymate Systems GmbH, Kreuzstrasse 34, DE-40210 Düsseldorf, Germany

“SELLER”

and

“BUYER”

BUYER and SELLER individually will also be named as the “Party” and jointly as “Parties”

## 1. Subject of the contract

- 1.1. Subject of the agreement is the sale and CIP/CIF Los Angeles, USA delivery a total of 1,000,000,000 NITRILE Glove Boxes, each containing 100 gloves of the brands QUALATRILE, HARTALEGA, SUPERIEUR, VGLOVE, HBC or other in this category Blue NITRILE Glove powder free, certified by FDA and other as per ANNEX 4 (“Goods”).
- 1.2. The product specification is described in the following:
  - Brand: QUALATRILE, HARTALEGA, SUPERIEUR, VGLOVE, HBC or other in this category
  - Name: QUALATRILE, HARTALEGA, SUPERIEUR, VGLOVE, HBC or other in this category Blue NITRILE Glove powder free
  - Certification: FDA & ANNEX 4 Certificates
  - Unit: package contains 100 gloves
  - Quantity: The total of AIR DELIVERIES accumulate to 15 Million NITRILE Glove Boxes. The remaining BULK deliveries by forwarder are 985 NITRILE Million Glove Boxes.  
We can deliver via forwarder in quantities of 50,000,000 NITRILE Glove Boxes.  
The SECOND delivery of 50 Million NITRILE Glove Boxes will automatically continue after the FIRST delivery is completed.  
If the BUYER wants to accelerate the delivery, there are 2 options:
    - Increase / DOUBLE the coverage of the current IRDLC -OR-
    - Open a 2<sup>nd</sup> IRDLC to cover for the 2<sup>nd</sup> parallel shipments.
    - We can deliver the product and handle up to 3 forwarders parallel
  - Approx. Size distribution:
    - S 10%
    - M 40%
    - L 40%
    - XL 10%

## 2. Inspection / Delivery / Terms of Delivery

- 2.1. After mutual signature of the Sales & Purchase Agreement by BUYER and SELLER, and after the completion of verified POF, the SELLER shall update the delivery schedule and start engaging the FIRST FORWARDER.
- 2.2. The SELLER prepares the forwarder for the goods at Vietnam, Malaysia or Thailand. A third-party inspection company (e.g. SGS) will be instructed by the SELLER to inspect the goods and generates the documents as per ANNEX 2 / Paragraph 3 (a..c). The SELLER forwards these docs to the BUYER via eMail before the forwarder is to depart.
- 2.3. After the BUYER has received all documents as per ANNEX 2 / Paragraph 3 (a..c), the BUYER’s bank issues immediately, latest within 2 working days, a confirmed Letter of Credit, which is irrevocable, revolving,

transferable and divisible of 100% of the purchase amount according to the mutually signed Pro-Forma Invoice and according to **ANNEX 2**.

- 2.4. The BUYER's bank confirms the Letter of Credit to the SELLER's bank.
- 2.5. The SELLER organizes the forwarder & loads the goods for CIP/CIF Los Angeles, USA delivery according to the Delivery Plan. The SELLER generates all docs as per **ANNEX 2 / Paragraph 6 (a..i)** for the shipment CIP/CIF Los Angeles, USA. The delivery cost CIP/CIF to Los Angeles USA are borne by the SELLER.
- 2.6. Upon Arrival of the goods at CIP/CIF Los Angeles, USA a third-party inspection company (SGS) will be instructed by the BUYER to inspect the goods to generate the Discharge SGS report).
- 2.7. After successful inspection by the third-party inspection company (e.g. SGS) at CIP/CIF Los Angeles, USA the payment of 100% of the purchase value is due immediately by SWIFT / TT transfer to the SELLER's bank account. The BUYER shall inform the SELLER that the SWIFT transfer has been performed. If the BUYER fails to make the SWIFT transfer payment within 48 Hrs, the SELLER can draw the amount from the BUYER's IRDLC and the BUYER needs to immediately update & ensure the IRDLC coverage of the next forwarder or approx. **50 Million** NITRILE Glove Boxes. AFTER Swift / TT transfer payment has been fully and irrevocably received by SELLER's bank account the BUYER will receive all the necessary original documents, prescribed by this agreement, by which the order is confirmed, and ownership of the goods passes to the BUYER.
- 2.8. The SELLER shall enclose following documents to the cargo of order (Packing List) and according to **ANNEX 2**:
  - Signed Commercial Invoice
  - Freight Papers
  - Certificate of Origin
  - Certificate of Batch / Lot No. shown on Plan of Delivery
  - Test Report Certificate
- 2.9. The next forwarder shipment is a repeat of steps 2.5 ...2.8

### **3. Purchase Price**

- 3.1. The purchase price is CIP/CIF Los Angeles, USA **USD \$xxx (in words: XXX) per package.**
  - **The total for 100 Million NITRILE Glove Boxes is USD xxx Million (in words: XXX Dollars).**
  - **The contractual total of (1 Billion – 15 Million) 985 Million NITRILE Glove Boxes is a total of USD xxx (in words: XXX Dollars)**

The prices are net prices, without the applicable statutory value added tax.

- 3.2. The purchase price is due upon successful (e.g. SGS) inspection of the goods at CIP/CIF Los Angeles, USA.

### **4. Terms of payment (for delivered goods)**

- 4.1. After successful inspection by the third-party inspection company (e.g. SGS) at CIP/CIF Los Angeles, USA the payment of 100% of the purchase value is due immediately by SWIFT / TT transfer to the SELLER's bank account. The BUYER shall inform the SELLER that the SWIFT / TT transfer has been performed. If the BUYER fails to make the SWIFT / TT transfer payment within 48 Hrs, the SELLER can draw the amount from the BUYER's IRDLC and the BUYER needs to immediately update & ensure the IRDLC coverage for the next forwarder or approx. **50 Million** NITRILE Glove Boxes.

### **5. Penalty**

- 5.1. To avoid penalties against the BUYER, the BUYER provides the initial Step-By-Step Process for the release of IRDLC, which is shown in **ANNEX 2**.

### **6. Acceptance**

- 6.1. The BUYER is absolutely obliged to accept the Goods on successful (e.g. SGS) inspection of the goods at CIP/CIF Los Angeles, USA without assertion of counter rights.
- 6.2. The assertion of warranty claims remains unaffected.

### **7. Warranty**

- 7.1. SELLER shall be liable for defects in its delivered goods until successful (e.g. SGS) inspection of the goods at

CIP/CIF Los Angeles, USA.

- 7.2. A defect shall not be deemed to exist if there is only an in-significant deviation from the agreed quality (i.e. a deviation from agreed quality which does not impair the usability of the Goods), or if there is only an insignificant impairment of the usability on the case of natural abrasion or in the case of damage which occurs after the transfer of risk of a result of faulty or negligent handling and unsuitable storage of the Goods.
- 7.3. Any further claims of the BUYER against the SELLER or claims other than those regulated in this Clause 7 are excluded to the extent permitted by law; in particular, the SELLER's liability for gross negligence, willful misconduct and infringement in accordance with the statutory provisions is not excluded. Any liability under the Product Liability Act shall remain unaffected.

## **8. Transfer Of Property**

- 8.1. The SELLER reserves title to the Goods until full irrevocable payment of the purchase price to the SELLER's bank account is made.

## **9. Confidentiality**

- 9.1. The Parties undertake to treat the content of this contract, the circumstances of its negotiation, conclusion and execution, as well as any information obtained in this connection about the respective other Party to the contract, in particular all commercial and technical information, whether verbal or embodied in documents and whether marked as confidential, as business secrets and accordingly strictly confidential and to effectively protect it from access by third parties, unless they are under a professional duty of confidentiality, until the expiry of a period of two years after the signing of this contract. The above obligation does not include facts which are publicly known or become publicly known without a breach of this obligation or whose disclosure is required by law or capital market regulations or is necessary for the purpose of financing or for the enforcement or defense of the rights of respective Party. In such a case, however, the Parties are obliged to inform the respective other Party prior to disclosure and to limit disclosure to the minimum required by law or official order or to pursue the permissible purposes.

## **10. Written form**

- 10.1. Any amendment or addition to the contract, oral or written side agreements are only legally binding if they are confirmed by both Parties based on a written amendment to this contract. This also applies to the waiver of this written form requirement.
- 10.2. In Order to accelerate the communication between the Parties, it is absolutely and irrevocably agreed that all correspondence between the Parties shall be carried out and / or permitted by electronic means (e-mail) or by fax and shall be accepted as original. The same applies to this contract.

## **11. Force Majeure**

- 11.1. The parties clarify that they are not liable for loss, damage, claims or delay, changes in delivery dates or inability to deliver due to strikes, pandemics, riot, fire, accident, rebellion, war, natural events, embargoes, government regulations, force majeure or acts of violence by an enemy of the state, previously placed orders from customers or restrictions on their production or the production of their suppliers or of market conditions or for other reasons beyond their control.
- 11.2. The party affected by force majeure must immediately inform the other party of the causes, their effects on the contractual relationship and their expected duration.

## **12. Applicable law / Place of jurisdiction**

- 12.1. All disputes arising out of or in connection with this contract and all legal relationships between the Parties shall be governed by CISG, UN Sales Convention.
- 12.2. The Place of jurisdiction for all disputes in connection with this contract is **GERMANY**.

## **13. Miscellaneous**

- 13.1. If any provision of this contract is or becomes invalid or unenforceable in whole or in part, or loses its legal validity or enforceability, the validity of the remaining provisions of the contract shall not be affected thereby. The same applies if it should turn out that the contract contains a regulatory gap. In place of the invalid or impracticable provision or to fill the gap, an appropriate provision shall apply which, as far as legally possible,

comes as close as possible to what the Parties intended or would have intended according to the meaning and purpose of the contract of the had considered this point.

**14. Notices & Domicilia**

14.1. The BUYER and the SELLER hereby choose domicilium citandi et executandi for all purposes under this Agreement to be as follows:

14.2. The BUYER at:

**CUSTOMER** The SELLER at:

**Keymate Systems GmbH, Kreuzstrasse 34, DE-40210 Düsseldorf, Germany**

14.3. The SELLER's Witness No. 1 at:

**Alixel Medical GmbH, represented by the CEO Serdar Gürler, Burgdorfer Strasse 2, DE-30938 Burgwedel, Germany**

14.4. The SELLER's Witness No. 2 at:

**SOUTH EAST ASIA CONSULT ISENSCHMID GmbH, represented by the CEO Isenschmid Marco, Sumpfstrasse 15, CH-6312 Steinhausen, Switzerland**

14.5. The BUYER's Witness No. 3 & 4 at:

**xxx**

14.6. Notices to the SELLER or the BUYER shall be deemed to have been properly delivered Four (4) days after the date of posting by re-paid registered post to the said domicilia or on the date of delivery thereof to such address, whichever is the sooner.

**15. Signatures**

DATED AS OF: 21 <sup>st</sup> of August 2020 <b>BUYER</b> <b>Keymate Systems GmbH</b> Kreuzstrasse 34, DE-40210 Düsseldorf, Germany Signature:	DATED AS OF: 21 <sup>st</sup> of August 2020 <b>SELLER</b>   Signature:
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DATED AS OF: 21 <sup>st</sup> of August 2020 <b>SELLER's Witness No. 1 (ALIXEL)</b> <b>Alixel Medical GmbH</b> Burgdorfer Strasse 2, DE-30938 Burgwedel, Germany CEO: Serdar Gürler Signature:	DATED AS OF: 21 <sup>st</sup> of August 2020 <b>SELLER's Witness No. 2 (SEAC)</b> <b>SEAC - SOUTH EAST ASIA CONSULT ISENSCHMID GmbH</b> Grabenstrasse 25, CH-6340 Baar, Switzerland Director: Marco Isenschmid Signature:
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DATED AS OF: 21 <sup>st</sup> of August 2020 <b>xxx</b> <b>xxx</b> <b>xxx</b> Signature:	DATED AS OF: 21 <sup>st</sup> of August 2020 <b>xxx</b> <b>xxx</b> <b>xxx</b> Signature:
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**16. Following Attachments / ANNEX are part of this contract:**

- 16.1. ANNEX No. 1 (Quantity & Payment Details)
- 16.2. ANNEX No. 2 (Engagement Procedure for IRDLC)
- 16.3. ANNEX No. 3 (Shipping Schedule, Brand & Quantity Shipped, Departure Ports)
- 16.4. ANNEX No. 4 (NITRILE Glove Specifications & Specific Glove Info)
- 16.5. ANNEX No. 5 (Step-By-Step-Procedure)
- 16.6. ANNEX No. 6 (SELLER & SELLER's Witness Info of Banking Accounts)

**ANNEX 1 – APPENDIX 1**  
**(Quantity & Payment Details)**

PACKING: Size Carton Size Packing, Package 22,5x11x7, 100 pcs per package, carton 36x23x23

GOOD OF ORIGIN: as per **Annex 3**

DISCHARGE PORT: Los Angeles Sea-Port (all Sea Cargo), USA

FORWARDER SHIPMENT: **50 Million NITRILE Glove NITRILE Glove Boxes per forwarder.**

MODE OF TRANSPORTATION: Sea Freight

THE PURCHASE PRICE is CIP/CIF Los Angeles, USA **USD \$xxx (in words: XXX) per package.**

- **The FIRST and all subsequent deliveries by forwarder are 50 Million NITRILE Glove Boxes per forwarder is US\$ XXX (in words: XXX Dollars).**
- **The remaining Goods to deliver by forwarder (after deducting the AIR CARGO of 15 Million) is 985 Million NITRILE Glove Boxes, which is a total of USD xxx (in words: XXX Dollars)**

The prices are net prices, without the applicable statutory value added tax.

After the SELLER & the BUYER mutually sign the Proforma Invoice the SELLER instructs and organizes production & logistics in Vietnam, Malaysia and Thailand in the first 1-2 week's ramp-up phase. The SELLER must provide a delivery schedule after signing the agreements. The delivery will be a mixture approx. by 5% Air- & 95% Sea Freight. Upon loading of the goods at Vietnam, Malaysia and Thailand a third-party inspection company (e.g. SGS) will be instructed by the SELLER to inspect the goods.

**After the BUYER has received all remaining documents as per ANNEX 2 / Paragraph 3 (a..c), the BUYER's bank** issues immediately, latest within 2 working days, a confirmed Letter of Credit, which is irrevocable, transferable and divisible of 100% of the purchase amount according to the mutually signed Pro-Forma Invoice and according to **ANNEX 2.**

After confirming the Letter of Credit by the bank of the SELLER, the SELLER prepares the goods for CIP/CIF Los Angeles, USA delivery according to the Delivery Plan, prepare first goods as ordered according Pro-Forma Invoice quantity. The SELLER effects the shipment CIP/CIF Los Angeles, USA. CIP/CIF Los Angeles, USA delivery costs are borne by the SELLER.

Upon Arrival of the goods at CIP/CIF Los Angeles, USA a third-party inspection company (SGS) will be instructed by the BUYER to inspect the goods.

After successful inspection by the third-party inspection company (e.g. SGS) at CIP/CIF Los Angeles, USA the payment of 100% of the purchase value is due immediately by SWIFT / TT transfer to the SELLER's bank account. The BUYER shall inform the SELLER that the SWIFT / TT transfer has been performed. If the BUYER fails to make the SWIFT / TT transfer payment within 48 Hrs, the SELLER can draw the amount from the BUYER's IRDLC and the BUYER needs to immediately update & ensure the IRDLC coverage per forwarder or approx. **50 Million NITRILE Glove Boxes.** AFTER Swift / TT transfer payment has been fully and irrevocably received by SELLER's bank account the BUYER will receive all the necessary original documents, prescribed by this agreement, by which the order is confirmed, and ownership of the goods passes to the BUYER.

All related costs to the IRDLC are borne by the BUYER.

**ANNEX 2 – APPENDIX 2**

**(Engagement Procedure for IRDLC)**

1. After the initial steps of POF are completed (see ANNEX 5 steps 1..5), the following steps are followed to set up and release the IRDLC after the first forwarder is ready to be loaded with 50,000,000 NITRILE glove NITRILE Glove Boxes.
2. To avoid a penalty clause and after receiving the FIRST SGS report & Proforma Invoice (ANNEX 2 / paragraph 3 (a & b)), the BUYER's bank shall issue a Draft IRDLC to the SELLER's Bank, covering:  
**FORWARDER Cargo coverage: Per FORWARDER 50,000,000 boxes / IRDLC coverage USD xxx Million**
3. After the SELLER's Bank receives and approves the Draft IRDLC from BUYER's Bank, the SELLER provides:
  - a. 1st SGS report for 50,000,000 NITRILE glove NITRILE Glove Boxes with the Code: "CUSTOMER/G4MI"
  - b. Proforma Invoice for initial shipment for 50,000,000 NITRILE glove NITRILE Glove Boxes to the BUYER
  - c. FORWARDER booking confirmation (CPA & Q88) / FORWARDER Invoice for Confirmed Booking
4. The IRDLC will be immediately, latest within 2 working days, activated after BUYER's bank confirms acceptance of documents listed in 3 (a..c). The BUYER issues a confirmed Letter of Credit, which is irrevocable of 100% of the purchase amount according to the mutually signed Pro-Forma Invoice (for ONE loaded & engaged forwarder), which requires an IRDLC coverage for a total of 50 Million NITRILE Glove Boxes, which requires an IRDLC coverage of a total of USD xxx Million (USD XXX Dollars). Thereafter SELLER initiates loading of 1st forwarder with 50,000,000 NITRILE Glove Boxes and prepares the goods according to the Delivery Plan in ANNEX 3.
5. After confirming the Letter of Credit by the SELLER's bank, the SELLER prepares the goods for CIP/CIF Los Angeles, USA delivery according to the Delivery Plan and issues a Pro-Forma Invoice accordingly for the loaded goods. The SELLER releases the shipment to CIP/CIF Los Angeles, USA. The CIP/CIF delivery cost to Los Angeles, USA is borne by the SELLER.
6. For all deliveries After IRDLC is in place and active the SELLER shall provide following documents to the BUYER:
  - a. SGS report with CODE "CUSTOMER/G4MI" on it.
  - b. Flight booking confirmation document
  - c. Proforma invoice with description of BRAND, SIZES, QUANTITY & QUALITY of the goods is signed by the BUYER and SELLER.
  - d. Certificate of Origin
  - e. Air Way Bill (AWB) for Air Freight / International Bill Of Lading for Sea Freight, CPA & Q88
  - f. Commercial Invoice
  - g. Cargo Insurance Certificate
  - h. Certificate of Batch / Lot No. shown on Plan of Delivery
  - i. Test Report Certificate
7. Upon Arrival of the goods at CIP/CIF Los Angeles, USA a third-party inspection company (SGS) will be instructed by the BUYER to inspect the goods.
8. After successful inspection by the third-party inspection company (e.g. SGS) at CIP/CIF Los Angeles, USA the payment of 100% of the purchase value is due immediately by SWIFT transfer to the SELLER's bank account. The BUYER shall inform the SELLER that the SWIFT transfer has been performed. If the BUYER fails to make the SWIFT transfer payment within 48 Hrs (Banking day), the SELLER can draw the amount from the BUYER's IRDLC. The GOODS shall only be released from customs area AFTER Swift transfer payment has been fully and irrevocably received by SELLER's bank account, the BUYER will receive all the necessary original documents, prescribed by this agreement, by which the order is confirmed, and ownership of the goods passes to the BUYER.
9. The next forwarder will be loaded according to Steps 5..9 until all goods are delivered.
10. All delivery details are shown in Annex 3 / Shipment Schedule.

**ANNEX 3 – APPENDIX 3**

**(Shipping Schedule, Brand & Quantity Shipped, Departure Ports)**

CIF Air Deliveries shall be to: Los Angeles (default), The BUYER can choose delivery to other US destinations with an advanced notice of 14 days: i.e. New York, Miami etc.

CIF Forwarder / Bulk Deliveries to: Los Angeles (all deliveries)

To be updated & finalized after IRDLC has been received. Every invoice will show which BRAND will be shipped.

**NITRILEGLOVES - Plan of Delivery  
300 Mio. Packages  
(QUALATRILE, HARTALEGA, SUPERIEUR, VGLOVE, HBC)**

<b>Air Shipment Amount Boxes</b>	<b>Airplane Type</b>	<b>Lot-Nr.</b>	<b>Sea Shipment Amount Boxes</b>	<b>Container (40 Feet)</b>	<b>Lot-Nr.</b>	<b>ARRIVAL (Boxes)</b>	<b>Lot-Nr.</b>
<b>- PLANNING PRODUCTION CAPACITIES AND BOOKING OF DELIVERY SLOTS -</b>							
<b>- FILLING UP FOB STOCKS AND PREPARING GOODS FOR TAKE OFF -</b>							
600.000	2x 747F	1	19.000.000	634	2	600.000	1
1.200.000	4x 747F	3	19.000.000	634	4	1.200.000	3
2.400.000	8x 747F	5	19.000.000	634	6	21.400.000	5 and 2
2.400.000	8x 747F	7	19.000.000	634	8	21.400.000	7 and 4
2.400.000	8x 747F	9	19.000.000	634	10	21.400.000	9 and 6
2.400.000	8x 747F	11	19.000.000	634	12	21.400.000	11 and 8
2.400.000	8x 747F	13	19.000.000	634	14	21.400.000	13 and 10
1.200.000	4x 747F	15	19.000.000	634	16	20.200.000	15 and 12
			19.000.000	634	17	19.000.000	14
			19.000.000	634	18	19.000.000	16
			19.000.000	634	19	19.000.000	17
			19.000.000	634	20	19.000.000	18
			19.000.000	634	21	19.000.000	19
			19.000.000	634	22	19.000.000	20
			19.000.000	634	23	19.000.000	21
						19.000.000	22
						19.000.000	23
<b>15.000.000</b>	<b>50x 747F</b>		<b>285.000.000</b>	<b>9.510</b>		<b>300.000.000</b>	



**ANNEX 4 – APPENDIX 4**

**(NITRILE Glove Specifications & Specific Glove Info)**

The quantity of **1 Billion** requires engagement of several Glove Brand suppliers with the same specifications for Gloves on order. The Brand can vary and will be one of the following or other brands in this category as mentioned elsewhere in this agreement:

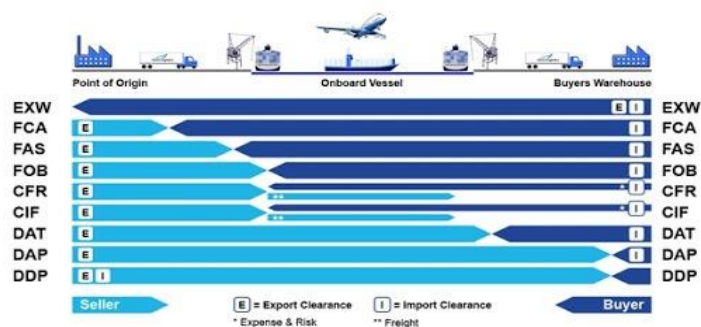
- a. QUALATRILE
  - b. HARTALEGA
  - c. SUPERIEUR
  - d. VGLOVE
  - e. HBC
  - f. Other in this category
2. The shipment documents for the BUYER will state, which BRAND will be in the individual shipments and exact QUANTITY of NITRILE Glove NITRILE Glove Boxes.
3. All delivered goods must comply with the following standards:
  - a. FDA 510(k)
  - b. ASTM D6319 or EN455
  - c. ISO 9001: 2008
  - d. ISO 13485:2003
  - e. ISO 22000:2005
4. Each package contains 100 gloves (by weight)
5. Blue NITRILE powder free Gloves, non-sterile, shall be delivered with the following sizes per order:
  - a. 10% Small / 100 Gloves per package
  - b. 40% Medium / 100 Gloves per package
  - c. 40% Large / 100 Gloves per package
  - d. 10% XLarge / 90 Gloves per package
6. Any major deviation of quantity per size needs to be communicated min. 8 weeks in advance for logistic reasons.

**ANNEX 5 – APPENDIX 5**

**(Step-By-Step Procedure)**

1. Signing of SPA between SELLER and BUYER.
2. The SELLER shall provide ONE SGS from the Supplier / Title Holder.
3. The BUYER verifies the SGS.
4. After positive verification, the SELLER provides verifiable POF, which will be done Bank-To-Bank. The amount to be verified shall be determined by the BUYER.
5. As soon as the POF is completed, SELLER will immediately move forward.
6. Before the very first flight leaves the loading port, the documents shown in **ANNEX 2 (Part 3 a-c)** shall be provided to enable the release of IRDLC from BUYER.  
  
Once the IRDLC has been received & approved by the SELLER’s bank, the first flight and all shipments will leave as per **ANNEX 3**.  
  
From the 2nd shipment onward, all documents shown in **ANNEX 2 (Part 6 a-i)** will be provided to the BUYER as soon as the Aircraft or Forwarder is loaded.
7. The SELLER provides the very 1st SGS report for 50,000,000 NITRILE Glove Boxes with the Code “CUSTOMER/G4MI”.
8. The SELLER submits the flight booking confirmation / Plane Invoice for Confirmed Booking (**ANNEX 2**).
9. After providing these documents (copies will be sent in advance by e-mail) the BUYER issues the IRDLC to the SELLER as described in the contract and the **ANNEX 2**.
10. The SELLER initiates order processing and advises the logistics company
11. The SELLER shall provide a precise schedule for flights and subsequent forwarders as per **ANNEX 3**.
12. The SELLER shall commission SGS to load the means of transport and shall issue SGS with the Code “CUSTOMER/G4MI” and invoice the BUYER for each shipment.
13. The SELLER shall inform the BUYER of each arrival of the consignments.
14. Every time a consignment (aircraft or ship) arrives, the assigned logistic company will perform the following services and invoice the service costs to the BUYER:
  - a. unloads the products into the customs area
  - b. BUYER Commissions the SGS inspection at CIP/CIF Los Angeles, USA
  - c. Delivery of all shipment documents, including BOL and AWB to BUYER
  - d. If everything is in order (no problems), the invoice is due for immediate payment. SGS informs BUYER’s Bank to immediately transfer by Swift transfer the full amount shown on the invoice. Goods to be released after Swift transfer payment has been fully and irrevocably received by SELLER’s bank account. Details in **ANNEX 2**.
15. The CIF delivery for the SELLER ends, the BUYER takes over the goods from here and instructs their own logistics company to handle the goods.

**WIDELY USED INCOTERMS**



**ANNEX 6 – APPENDIX 6  
(SELLER Info of Banking Accounts)**

**1. SELLER Banking Details for the Swift Transfer Receivables per Shipments**

<b>SELLERS' COMPANY ACCOUNT BANKING DETAILS</b>	
Account Holder	<b>Keymate Systems GmbH, Kreuzstrasse 34, DE-40210 Düsseldorf, Germany</b>
Bank Name	
Bank Address	
Contact Person	
Telephone	
Account Number / IBAN	
Swift Code / BIC	

**2. SELLER's Witness No.1 Banking Details for the Swift Transfer Receivables per Shipments**

<b>SELLERS' WITNESS No.1 (ALIXEL) COMPANY ACCOUNT BANKING DETAILS</b>	
Account Holder	
Bank Name	
Bank Address	
Contact Person	
Telephone	
Account Number / IBAN	
Swift Code / BIC	

**3. SELLER's Witness No.2 (SEAC) Banking Details for the Swift Transfer Receivables per Shipments**

<b>SELLERS' WITNESS No.2 (SEAC) COMPANY ACCOUNT BANKING DETAILS</b>	
Account Holder	SEAC South East Asia Consult Isenschmid GmbH
Bank Name	Luzerner Kantonalbank AG
Bank Address	Pilatusstrasse 12, CH-6003 Luzern, Switzerland
Contact Person	Damian Müller
Telephone	+41 41 206 62 38
Account Number / IBAN	CH38 0077 8208 6681 2200 2
Swift Code / BIC	LUKBCH2260A

**NOTE:**

The Banking Information & Passport Copy for the SELLER Witnesses No.1 and No. 2 may be removed & exchanged separately along with the individual subcontracts.