



Representative Certificate

Party A: Qingdao Baihang Machinery Co.,Ltd

Party B: STANKI M LLC

Based on the principles of equality, trust, mutual benefit and common development, Party A and Party B have reached the following agreement on Party B's purchase and external sales of the woodworking machinery series products (hereinafter referred to as "products") produced by Party A:

Article 1 The basic conditions that Party B should have as the agent of Party A are as follows::

- 1 It has legal personality, has a fixed business place, and has the ability to pay.
- 2 Have certain market sales ability and after-sales service ability.

Article 2 Cooperation terms

1 Party B's exclusive sales area (hereinafter referred to as "area") is the Russian Federation.

2 Party A shall not sell "products" of the same brand in Party B's exclusive sales area, and shall not authorize other distributors to promote and sell Party A's products in Party B's exclusive sales area during the term of the agreement. Party A shall provide the sales information obtained in Party B's area to Party B free of charge. Except for the "products" of Party A, Party B shall not distribute similar or similar products of any third party.

3 Payment method: Party A and Party B shall sign a written purchase and sale contract. When signing the purchase and sale contract, Party B shall first pay a deposit of 30% of the total payment, and Party B shall pay the remaining payment before Party A loads the container.

4 Rebate policy:

① Party B's cumulative sales reach 1 million US dollars within one year, and Party A will give 2% of the rebate sales

② Party B's total sales in one year reaches 1.5 million US dollars, and Party A will give 2.5% of the rebate sales.

③ Party B's cumulative sales reach 2 million US dollars within one year, and Party A will give 3% of the rebate sales.

Article 3 Confirmation of purchase and sale contract

- 1 Party B issues a written order contract to Party A, and the fax contract is valid.
- 2 After receiving the contract from Party B, Party A shall review and confirm the content of the contract proposed by Party B, affix the company contract seal to the contract, and return the confirmed contract to Party B by fax within one working day. After Party B receives the contract confirmed by Party A, if there is no revision opinion, it shall affix the contract seal within one working day and return it to Party A as the basis for Party A to arrange production.
- 3 In the contract signed and confirmed by both parties, one party shall not change or fail to perform the content of the contract without the written consent of the other party.
- 4 If the models and prices of all "products" of Party A change, Party A shall notify Party B in writing as soon as possible. Product sales price does not include tax and shipping.

Article 4 Responsibilities and Obligations

- 1 Party A shall provide Party B with product promotion color pages.
- 2 If Party B needs, provide professional technical training to Party B at the location of Party A's factory.

Article 5 Delivery and Shipping

1. Delivery time and place: The place of performance of the contract is the resident of Wangtai Town, Huangdao District, Qingdao City. Party A shall deliver the goods according to the time agreed in the contract. Ship to the place designated by Party B, and the transportation cost shall be borne by Party B
2. Inconsistency in delivery: When the goods delivered by Party A do not conform to the Product Purchase and Sale Contract, Party B has the right to refuse to accept them, and Party A shall be responsible for the expenses and losses arising therefrom.
3. Delivery and Receipt: When Party A unloads the truck for delivery, Party B shall inspect and confirm the receipt of the goods according to the "Product Purchase and Sale Contract", and the consignee shall sign on the "Receipt Note" to confirm the received goods.
4. Time limit for raising acceptance objection: Party B has the right to issue a notice of objection to Party A within 7 working days (except Saturday and Sunday) after Party B finds that the goods are defective or damaged. A written reply to the solution will be given within working days (except Saturday and Sunday).

Article 6 Other

1. If either party A or B violates the provisions of this agreement, the observant party has the right to request the defaulting party to make corrections within a time limit in writing. If the defaulting party fails to make changes within the time limit, the observant party has the right to terminate this agreement immediately and require the defaulting party to compensate for all losses caused thereby.

2. Any debts that have occurred but not settled between the two parties before the termination of this agreement, or the other party's claim for damages due to a breach of contract by one party before the termination of this agreement, shall not be affected by the termination of this agreement.

3. If there is any economic dispute between Party A and Party B during the implementation of this agreement, they should settle it through friendly negotiation. If the negotiation fails, either party may file a lawsuit with the court of the place where the contract is performed (Huangdao District People's Court of Qingdao).

4. Without the written consent of the other party, neither party may transfer the rights or obligations of this agreement to a third party.

5. Matters not covered in this agreement shall be settled through friendly negotiation by both parties.

6. This agreement is made in duplicate, and each party holds one copy.

7. The validity period of this agreement is: from September 1th, 2022 to September 1th

, 2023, the cooperation period of the agreement is tentatively set to be 1 year; if the cooperation period of both parties is terminated, under the same conditions, Party B has priority to renew the contract right.

Party A: Qingdao Baihang Machinery Co., Ltd

Stamp:



Date: September 1, 2022

Party B: STANKUM LLC

Stamp:



Date: September 1, 2022