

Purchasing and Sales Contract

Contract No.

Date:

Party A/the Buyer

Party B/the Seller

xinxi duo Solar Technology Co., Ltd,
Mingfeng Industry Zone, No. 18, Haining,
Jiaxing, Zhejiang, China
Fax: +86-573-87887769

With respect to the cooperation in supply and purchase of solar water heaters, both parties, the seller/manufacturer and the buyer, through friendly negotiation, hereby reach the agreement as follows:

1. Specification and Quantity

2. Terms of Shipment

1) Delivery quantity

Supply Period	Module Type	Supply Quantity	Container No.
Total Qty			

2) Delivery Time

_____ Days after the Seller received the 30% T/T payment. (The production time)

3) Delivery and Transport of Goods

The Seller will deliver the Goods before the "Delivery Date" as indicated in the contract. Should there be any delays, the Seller will immediately notify the Buyer with the reason for the delay and advise of the new expected delivery time. The Buyer at this point has every right to establish a new Delivery Date.

(4) . Port of loading : Shanghai, China

2. Price

-The solar water heater price is :

3. Documents

Until the Seller gets 100% payment from the buyer, the seller should provide the buyer the following original shipping documents:

- Full set of clean on board Ocean bill of lading
- Commercial invoice (shipping lot No. to be indicated in case of partial shipment), 3 original
- Packing list, 3 original
- Insurance Policy covering warehouse to warehouse.

The Buyer reserves the right to ask further shipping documentation should it be required for customs.

4. The Seller's warranty to the quality of solar module

1: The product quality warranty for the tubes is 15 years, and 5 years for the whole solar water heater .

2: For fittings like controller ,pump , expansion and electrical heater, it has 1 year's warranty .

3. during the quality warranty time, if the solar water heater has problem due to the quality reason (except the man-made damage or the Force Majeure reasons), the Seller will compensate it in the following purchase order.

5. Incoterms

Unless otherwise Stipulated in this Contract, the terms and conditions of this Contract shall be interpreted in accordance with the "International Rules for the Interpretation of Trade Terms" (INCOTERMS 2000) provided by International Chamber of Commerce, International Chamber of Commerce Publication No. 460.

6. Force Majeure

Neither party shall be liable to the other Party for any failure to perform or any delay in performing its obligations to the other if such failure or delay arises of any act beyond its control such as (but not limited to) Acts of God, natural disasters such as floods, fire, earthquake, storm, and acts of military authority, epidemics, quarantine, energy crises, war or riots or other cause of Force Majeure. But Seller shall notify the buyer in the event of occurrence of such event within one week. If Seller is unable to deliver in accordance with agreed delivery schedule due to force majeure event(s), the Buyer may extend the time of performance or cancel this Contract.

7. Arbitration

All disputes in connection with this Contract or the execution thereof shall be settled friendly through negotiations. In case no settlement be reached, the case may then be submitted by arbitration to China International Economic and Trade Arbitration Commission. Or arbitration may be settled in a third country mutually agreed upon by both parties. The decision of the Arbitration commission shall be final and binding upon both parties and arbitration fee shall be born by the losing party unless otherwise awarded.

8. Modifications and Waives

Unless otherwise provided herein, any modification relating to this contract shall be in writing and signed by the concerning parties. If a party waives any of its rights under this contract to make a claim for breach, that waiver will have no effect with regard to the party's right to enforce the contract as to any subsequent breach. All communications concerning this contract can be made via e-mail, but it must be confirmed by the fax to the number above mentioned.

9. Other Conditions

If the following cases happen, even if the Seller receives the L/C or other T/T payment from the Buyer, the Seller should not take the responsibility concerning the contract breaking or compensation due to non performing contract:

1. If the Letter of Credit issued by the Buyer or payment from the Buyer is not conformity with the Seller's requirement.
2. If the Buyer doesn't give shipping instructions as per the Seller's requirement;
3. If the Buyer refuses accepting the goods under good condition;
4. If the Buyer has other breaking actions.

This Contract is written in English, each party keeps one copy, and will become effective since signed/sealed by the parties concerned and the Buyer arranges the prepayment which is stipulated in Clause 5.

The Buyer:

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The Seller:

xinxiduo Solar Technology Co., Ltd,

Signature:

Date:

Signature/Seal:

Date: