

PRODUCT SALES AGREEMENT

Ref.No. 20xx-123

This Agreement is made and entered into this 1st day of March, 20xx in Tokyo, Japan by and between Nihonbashi Mfg. Co., Ltd a corporation organized and existing under the laws of Japan, with its principal place of business at 1-2-3 Hatsutomi-Cho, Chuo-ku, Tokyo, 123-4567 Japan (hereinafter called the "Seller"), and, Thai Smile Corporation, a corporation organized and existing under the laws of Kingdom of Thailand, with its principal place of business at 8F #551 Park Bldg. Soi 123 Lama V Road, Bangkok, Thailand (hereinafter called the "Buyer"),

WITNESSETH

WHEREAS, the Seller desires to sell certain Products to the Buyer; and

WHEREAS, the Buyer desires to purchase such Products from the Seller, all upon the terms and conditions contained in this Agreement,

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained set forth herein, the Seller and the Buyer (each a "Party" and together the "Parties") hereto agree as follows:

(1) Description of Goods: Power System Stabilizer Model PSS-101

(2) Quantity : 10 sets

(3) Price: US\$ 10,000.00.- per unit CIP Laem Chabang, Thailand

(4) Total Amount : US\$ 100,000.00.- (US dollars One Hundred Thousand Only)

(5) Terms of Payment: By an irrevocable letter of credit at sight.

(6) Shipment: By April 20, 20xx.

Partial Shipments : Prohibited

Trans Shipments : Prohibited

(7) Destination: Laem Chabang, Thailand

(8) Insurance: To be effected by Seller for 110% of CIP value covering ICC(A)

(9) Packing: Standard Export Packing

(10) Marking:

<NHB>

THAILAND

C.No.1-10

Made in Japan

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

Seller

Buyer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

GENERAL TERMS AND CONDITIONS

Article 1. Definitions

In this Agreement, the following terms shall have the meaning set forth below.

"Product" or "Products" means Power System Stabilizer Model PSS-101 attached under the Exhibit A.

"Specifications" means the specifications for the Product attached under the Exhibit B.

"Calendar day" means all days in a month, including weekends and holidays.

"Business day" means any day on which the banks are open for business in both cities in Tokyo and Bangkok.

Article 2. Trade Terms

Unless otherwise expressly provided for in this Agreement, the terms such as "CIP" and other terms which may be used in this Agreement shall be interpreted in accordance with INCOTERMS 2010 as amended thereafter.

Article 3. Increased Cost

If the Seller's cost(s) increased by any new, additional or increased expense(s) including freight rates, taxes, customs duties, export or import surcharges or other governmental charges, pre-shipment inspection done by third party, or insurance premiums after the conclusion of this Agreement, such increased cost(s) shall be entirely on the Buyer's account and shall be reimbursed to the Seller by the Buyer on demand.

Article 4. Payment

1 The Buyer shall establish a Letter of Credit within 10 business days after date of this Agreement by a first class bank in favor of Seller.

2. The letter of Credit shall be available with any bank by negotiation, valid for a period of at least 7 business days after the last date of shipment for negotiation and expire thereafter in Japan, and in strict compliance with the terms and conditions of this Agreement.

3. The Buyer's failure to comply with above provisions shall be deemed a breach of this Agreement.

Article 5. Inspection

1 The Buyer shall inspect the Products promptly within 30 calendar days after receipt of the Products at the place of destination pursuant to the delivery documents and shall give written notice to the Seller specifying any alleged non-conformance or shortage.

2 The written notice shall only be permissible within 30 calendar days after discovery. Upon the expiration of the mentioned deadline the Products are deemed accepted as having been delivered in accordance with the Agreement and as being free from any non-conformance, shortage or any other deficiency whatsoever.

Article 6. Warranty

1 The Seller warrants the Buyer that the Products, shall conform, in all respects, to the specifications set forth in Exhibit A as attached hereto, and will free from defects in material and workmanship for a period of 24 months from the Delivery Date.

The Seller will accept no warranty responsibility nor any charges in the event of

1.1 improper handling, storage or use

1.2 any repairs which are not authorized by the Seller

1.3 normal wear and tear

1.4 other cause of defect not exclusively attributable to the Seller

2 The Products found faulty shall be repaired or replaced at the Seller's option at its premises. Transportation charges sending from the Buyer to the Seller and returning from the Seller to the Buyer including necessary duties/taxes shall be paid by the Buyer.

3 At the Seller's opinion, the Seller may supply replacement parts with the Buyer at free of charge. In such case, dismantling of the defective part, re-installation of the replacement parts shall be the responsibility of the Buyer. Transportation charges for the replacement parts from the Seller to the buyer and returning the defective parts from the Buyer to the Seller including necessary duties/taxes shall be paid by the Buyer.

Article 7. Limitation of Liability

THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ON PRODUCTS SOLD TO THE BUYER EXCEPT AS PROVIDED IN THIS AGREEMENT.

Article 8. Confidentiality

The information, documents, data and/or materials provided by one Party (the "Disclosing party") to the other Party (the "Receiving party") which is clearly identified and marked in writing as being of a confidential at the time of disclosure will be deemed to be confidential for purposes of this Agreement, and shall not be disclosed to a third party other than the Parties hereto.

However, that the Receiving party may disclose such information, documents, data and/or materials to a third party when required by any judicial order or decree or by any other governmental proceedings to disclose them.

Article 9. Force Majeure

If the performance by the either party of its obligations hereunder is directly or indirectly prevented by force majeure, wholly or in part, due to circumstances beyond its control, including but not limited to, Acts of God, earthquake, flood, typhoon, tidal wave, fire, plague, war declared or not or thereof of the same, terrorism or civil commotion, epidemic, quarantine restriction, perils of the sea, blockade, arrest or restraint of government, strike, lockout, sabotage or other labor dispute, governmental acts, orders or regulations, or any other causes or circumstances whatsoever beyond the reasonable control of the either party, then the party so affected shall not be liable for loss or damage, or failure of or delay in performing its obligations under this Agreement.

Article 10. Termination

Either party may terminate this Agreement at any time, without prejudice to any other rights or remedies, if any of the following occur:

(i) Any default or breach of any provisions hereof by either party and fails to cure such default or breach within 10 days after the receipt of a written notice specifying the default or breach by other party;

(ii) A petition into bankruptcy or reorganization by or against either party;

(iii) Dissolution or liquidation of either party;

(iv) Any substantial change in the ownership, management or control of either party is implemented;

Article 11. Survival

1 Article 6 (Warranty) shall survive the expiration or termination of this Agreement for whatever reason.

2 Article 8 (Confidentiality) shall survive for a period of five (5) years from the expiration or termination of this Agreement for whatever reason.

Article 12. Assignments

Neither the Seller nor the Buyer may assign, transfer or delegate any portion of its duties or obligations under this Agreement without the prior written consent of the other party.

Article 13. Applicable Law

1 This Agreement shall be governed by and construed in accordance with the laws of Japan, without reference to principles of conflicts of laws.

2 The application of 1980 United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

Article 14. Arbitration

Any and all disputes, controversies of differences arising between the Parties out of or in relation to this Agreement, or breach thereof, shall be finally settled by arbitration in Tokyo, Japan in accordance with the rules of the Japan Commercial Arbitration Association. The arbitration proceeding shall be conducted in English. The arbitration award shall be final and binding upon the Parties.

Article 15. Entire Agreement

This Agreement supersedes all prior discussions, agreements, understandings of any and every nature, whether written or oral, between the parties with respect to the subject matter of this Agreement.

Article 16. No Waiver

A failure or delay by either party in exercising any right, power or privilege under this Agreement is not to be taken as a waiver of the right, and a single or partial exercise of any right, power or privilege is not to be taken to preclude any other or further exercise of that right, power or privilege.

Article 17. Severance

If any term or provision of this Agreement shall be determined to be invalid, illegal or unenforceable for any reason whatsoever, the validity, legality and enforceability of the remaining provisions of this Agreement shall nevertheless remain valid and enforceable.

Article 18. Headings

The headings in this Agreement are for convenience only and shall not be interpreted to limit or otherwise affect the terms of this Agreement.

Article 19. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed to constitute a full and original agreement for all purposes.