

The present Contract has been concluded between Company "D-LAC sp z o.o. sp. k." represented by Jeroen Driessen, Chairman of the board, hereinafter referred to as the "Seller," on the one hand, and the "Office of the Prime Minister of the Republic of Armenia" represented by Chief of Staff - Eduard Aghajanyan and Chief Accountant - Susanna Sahadyan referred to as the "Buyer," on the other hand.

### 1. SUBJECT OF THE CONTRACT

1.1. The Seller undertakes to deliver, and the Buyer undertakes to accept and to do pre-payment for INTEGRATED DNA TECHNOLOGIES COVID 19 PCR KITS, ZIP PRIME RNA EXTRACTION KITS and ZIP PRIME Swabs for a total of 20.000 tests.

### 2. PRICES AND TERMS OF DELIVERY

2.1. The prices are fixed in EURO's.

The prices include the cost of packing, tare and marking of the Goods.

2.2. INCOTERMS 2010: CPT YERIVAN.

2.3. The total amount of the Contract: EUR 320.000 (three hundred twenty thousand EURO).

2.4. The agreed Proforma Invoice, which shall contains descriptions of goods, quantity, unit prices, total sum, is arranged for shipment.

2.5. Place of Destination:

City YERIVAN, ARMENIA is considered to be the place of destination according to preliminary agreement of the Parties.

2.6.1 The Seller guarantees to keep transport regulation and proper packing to keep required temperature till delivering goods to Armenia.

2.6.2 The Seller is not responsible for keeping temperature of the goods if delays are caused by customs clearance on the Armenian border.

2.7. Seller shall provide the following documents to the Buyer:

2.8.1. Commercial Invoice

2.8.2. Checking List

### 3. TERMS OF PAYMENT

3.1. Payments for the goods sold under present Contract shall be made in EURO by means of bank transfer. Payment terms are as below:

3.2. The Buyer undertakes to make an advance payment in the amount of 100% of the total amount agreed by the parties of the batch of the supplied products in accordance with the Specification to the Supplier's account .

#### 3.3. Requisites of the Seller

Bank name: ING Bank Slaski SA

Branch: **Warsaw**

**Adress:** ul Powsinska 64A; 02-903; Warszawa

SWIFT Code: INGBPLPW

ACCOUNT NO: PL37105010251000009031848097

Account Name: D-LAC sp z o o sp k

Tel: +48 735 964 292 / +49 172 314 1923

**3.4. Requisites of the Buyer**

**Bank Name:**  
OKOHX 96120

**4. TERMS OF DELIVERY**

- 4.1. The time of delivery shall not be more than 8 days.
- 4.2. The date of delivery is considered to be the date, in which the goods arrive at the Armenian border.

**5. FORCE MAJEURE**

- 5.1. In the case of force majeure circumstances, such as: war, fire, flood, earthquake, the acts of the State organizations, etc., the terms of the fulfillment of the corresponding items of the Contract (delivery or payment) shall be extended for a period equal to that over which such circumstances will remain in force.
- 5.2. The Seller and the Buyer must immediately notify each other about the beginning and ending of the force majeure circumstances that prevent the fulfillment of the present Contract. The notification should be confirmed by the corresponding Chamber of Commerce.
- 5.3. If the delay in the delivery of the goods will lasts more than 60 days due to the force majeure circumstances, the Buyer and the Seller have the right to annul the Contract. In this case, neither of the parties having the right to demand a compensation from the other Party.

**6. ARBITRATION**

- 6.1. All the disputes and the differences, which may arise from the present Contract, should be solved by the Seller and the Buyer in the form of negotiations.
- 6.2. In the event that no settlement is reached, the dispute shall be arbitrated in accordance with the rules of HKIAC in effect at the time.

**7. OTHER TERMS AND CONDITIONS**

- 7.1. The present Contract shall become effective from the date of its signature.
- 7.2. After the present Contract has been signed, all previous correspondence and negotiations pertaining thereto are considered null and void.
- 7.3. Copy of Fax for this Contract, as well as additions and applications have the same legal effect as the original
- 7.4. The present Contract is valid till 31st of December, 2020.

**THE SELLER:** .....

Jeroen Driessen  
PREZES ZARZADU D-LAC Sp. z o.o.  
KOMPLEMENTARIUSZ D-LAC Sp. z o.o. Sp.k.

**THE BUYER:** .....

**D-LAC**

Spółka z ograniczoną odpowiedzialnością spółka komandytowa  
ul. Domaniewska 47/10  
02-672 Warszawa  
NIP 5213864187

Issue Date:

05.04.2020

Pro Forma INVOICE : 1/04/2020/FV/EXT

Seller: D-LAC sp z o.o. sp. k.

NIP: 5213864187  
REGON: 383142341  
Domaniewska 47/10, 02-672 Warszawa,  
Poland

Terms of payment: prepayment

Buyer: Office of the Prime Minister of  
the Republic of Armenia

TIN:02505554

Bank - Operational Department of the  
Ministry of finance  
Account: 900011022085

Currency of sale: EUR

Chief of Staff - Eduard Aghajanyan

Shipment Terms: CPT

Chief Accountant - Susanna Sahadyan

Exchange Rate date: 03.04.2020

Value: 1 EUR = 4,5792

Pages: 1

No	Item Name	Brand	Packaging	Qty, pcs.	Unit price in EUR	Total Net in EUR	VAT %		Total Brut
1	COVID-19 REAL TIME PCR DETECTION KIT	IDT (Integrated Dna Technologies)	500 test/box	40	5.000,00 €	200.000,00 €	0,00	npo	200.000,00 €
2	RNA EXTRACTION KIT	ZipPrime	500 test/box	40	1.500,00 €	60.000,00 €	0,00	npo	60.000,00 €
3	NASOPHARYNGEAL SWAB	ZipPrime	50 test/box	400	150,00 €	60.000,00 €	0,00	npo	60.000,00 €
<b>Total euro:</b>						<b>320.000,00</b>	<b>0,00</b>	<b>-</b>	<b>320.000,00</b>
Include:						320.000,00	0,00	npo	320.000,00
<b>Total PLN</b>						<b>1.465.344,00</b>		<b>-</b>	<b>1.465.344,00</b>

To pay in currency: 320.000,00 €  
Total price in words: Three Hundred and twenty thousand EURO

Payment method: Bank Transfer

Account: PL3710501025100009031848097 (EUR)  
SWIFT: INGBPLPW  
ING Bank Slaski SA - Oddzial w Warszawie  
ul Powsinska 64A; 02-903; Warszawa  
Poland

Seller Signature  
**Jeroen Driessen**  
PREZES ZARZADU D-LAC Sp. z o.o.  
KOMPLEMENTARIUSZ D-LAC Sp. z o.o. Sp.k.

**D-LAC**

Spółka z ograniczoną odpowiedzialnością spółka komandytowa  
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NIP 5213864187