

INTERNATIONAL SALE CONTRACT

Contract between,

ZHENDRE SA, with registered office at: 122, avenue des Pyrénées, 33140 VILLENAVE D'ORNON, France, represented by Mr. Alexandre ZHENDRE CEO hereafter referred to as "the Seller", and ACAKUS, with registered office at 57 Baghdad Street, TRIPOLI, Libya, represented by Mr. Abdallah ALALWI hereafter referred to as "the Buyer".

Both parties declare an interest in the sale and purchase of goods under the present contract and undertake to observe the following agreement:

Article 1.- Products

Under the present contract, the Seller undertakes to provide, and the Buyer to purchase the Products and quantities as set out in the proforma invoice reference 20011255 of 29th April 2010 established by the seller and enclosed with the present contract under Annex 1, and the technical specifications enclosed with the present contract under Annex 2.

This contract relates uniquely to the supply of goods, and excludes all other services such as tests and controls, installation and commissioning. If the Buyer requires a control of conformity in the production factory by an independent controller he will have to organize these controls himself and will take responsibility for the related costs.

Article 2.- Price and Validity

The total price of the Products which the Buyer undertakes to pay the Seller is 1 072 240 US\$ (one million seventy-two thousand two hundred and forty US\$) CFR TRIPOLI (Libya).

The aforementioned price is the sum total of the prices of all Products and quantities as set out in Annex 1. This price is firm and non-reviewable by an irrevocable and confirmed letter of credit, in conformity with Article 6, and received at the Seller's bank by 15th May 2010 at the latest.

Article 3.- Delivery conditions

The Seller shall deliver the Products to the Port of TRIPOLI in Libya under conditions CFR Incoterm 2000. The goods shall be delivered at the agreed place, and to the transport agent designated by the Buyer.

Article 4.- Packaging

The Seller undertakes to deliver the Products hereunder, suitably wrapped and packaged for their specific characteristics and for the conditions of transport to be used. The transport will be carried out by means of shipping ISO containers.

Article 5.- Means of payment

The Buyer undertakes to pay the total price which appears in the present contract. Payment of said price shall be made by irrevocable documentary letter of Credit:

1. Beneficiary ZHENDRE 122 AVENUE DES PYRENEES 33140 VILLENAVE D'ORNON France
2. The letter of credit should be confirmed and available with BNP 10 Allées de Tourny 33000 BORDEAUX France
Account 30004 00320 00010011258 52
BIC : BNP AFR PP SAE
IBAN : FR76 3000 4003 2000 0100 1125 852 by negotiation
3. Payment at 80 days date of Bill of Lading
4. Incoterms 2000: CFR Tripoli
5. Documents
 - a. Bill of lading mentioning "on board" and not "clean on board"
 - b. Invoices
 - c. Certificate of origin
 - d. Packing list
 - e. Inspection report (if requested by Buyer)
6. The letter of credit must be valid for a minimum period of 70 days from the opening date of the Letter of Credit for shipment date FOB Shunde and shall be valid for a further 21 days after shipment date for presentation of documents.
7. The letter of credit shall allow partial shipments and transshipments

Article 6.- Delivery period.

T0 is the date of the reception of conform letter of credit at the Seller's Bank (conform to Article 5 and acceptable by Seller) and is considered as the contractual day for the calculation of delivery time.

The Seller undertakes to supply the goods CFR Tripoli within maximum 100 (one hundred) days from T0.

However, for a letter of credit opened by Buyer by Swift on Monday 10th May, and provided that the Seller's bank BNP PARIBAS receives by Wednesday 12th May at the latest the letter of credit conform, the Seller shall launch production immediately and shall do its utmost to reduce production time and loading from 60 days to 50 days and sea transit time to 30 days in order to try to reach a date of arrival at the Port of Tripoli for the first week of August 2010.

Article 7.- Penalties for late delivery.

Should the Seller fail to deliver CFR Tripoli within 100 days from T0, the Buyer will be entitled to claim for penalties corresponding to 5 (five) percent of the amount of the contract.

The Seller and the Buyer agree to consider that the document which will state the date of arrival of the ship to the Port of Tripoli will be a certificate issued by the shipping company.

The penalties are capped at 5% (five percent) of the CFR Tripoli value.

The penalties shall not be applied should events beyond the control of the Seller occur and which are covered by what is called 'Force Majeure' or its equivalent such as: war (declared or not), insurrection, piracy, strikes,... and other acts of a similar nature, and natural catastrophes such as: floods, fire, storms... and other phenomenon of a similar nature

Article 8- Warranty

The Seller guarantees his products for a period of 1 year for the complete unit and 2 years for the compressor after commissioning, and at the latest 3 months after the date of invoice.

The warranty concerns exclusively the supply of parts, free of charge, intended to replace faulty parts. Labour and transport expenses are not covered by Seller's warranty.

To use the warranty, the Buyer will, imperatively, apply in writing to the Seller and state which is the fault encountered and the serial number of the Product.

No spare parts will be provided with the shipping of the current order, the Buyer, having preferred the warranty rather than the 1% free of charge supply of spare parts proposed by the Seller.

Article 9- Settlement of disputes

Should disagreements or disputes arise in the execution of the present contract, the Seller and the Buyer shall try to amicably resolve these.

Failure to do so, all disputes arising shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with the said Rules. Notice of arbitration shall be given to the party to whom demand thereof is addressed. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction or application may be made to such court for a judicial acceptance of the award and an order of enforcement as the case may be.

The location of the arbitration shall be PARIS and the arbitration shall be held in "English" according to the French Law.

Article 10- Language of the Contract

The language of the contract is the English language. Should translations into French (language of the Seller) or into Arabic (language of the Buyer) be attached to the present contract, only the text in English language will be contractual.

ZHENDRE

REFRIGERATION & AIR CONDITIONING

The present contract is composed of 4 pages and 2 annexes, Annex 1 Proforma Invoice of 1 page and Annex 2 Technical Specifications of 1 page.

Drawn in Villenave D'Ornon on 11th of May 2010 in 3 originals, 1 for the Seller and 2 for the Buyer.

For the Seller:

ZHENDRE SA
C.E.O

Alexandre ZHENDRE

(Company Stamp)

Z H E N D R E
S.A. au Capital de 1.029.000 Euros
122, Avenue des Pyrénées - B.P. 82
33883 VILLENAVE D'ORNON CEDEX - France
Tél. (33) 0 556 877 100 - Fax. (33) 0 556 877 101
R.C. 85 B 843 - SIRET N° 333 170 280 00015

For the Buyer

ACAKUS Libya
Electromechanical services

Abdallah SALEM MESSAOUD
Passeport No 446505
Libyan nationality

(Company Stamp)



ACAKUS
57 Baghdad Street
Tripoli
Libye

PROFORMA INVOICE
N° 20011255 dated 11/05/2010

MODEL	DESIGNATION	QTY	USD UNIT PRICE	USD TOTAL PRICE
SGR12D	Heat pump high wall split ZENITHAIR air conditioners	5 000	196,00 USD	980.000,00 USD
Total net price FOB Shunde				980.000,00 USD
Transport	Freight costs from Shunde to Tripoli	1	92 240,00 USD	92 240,00 USD
Total net price CFR Tripoli				1 072 240,00 USD

Terms of payment: Payment by irrevocable letter of Credit:

- Beneficiary ZHENDRE 122 AVENUE DES PYRENEES 33140 VILLENAVE D'ORNON France
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- Payment at 80 days date of Bill of Lading
- Incoterms 2000: CFR Tripoli
- Documents
 - Bill of lading mentioning "on board" and not "clean on board"
 - Invoices
 - Certificate of origin
 - Packing list
 - Inspection report (by Veritas China)
- The letter of credit must be valid for a minimum period of 70 days from date of opening of Letter of Credit for shipment date FOB Shunde and will be valid 21 days extra after shipment date for presentation of documents.
- The letter of credit will allow partial shipments and transshipments

Packing: Shipment to be done from Shunde (China) in shipping ISO containers

Guarantee: ZHENDRE guarantees his products for a period of 1 year for the complete unit and 2 years for the compressor after commissioning, and at the latest 3 months after the date of invoice.

The warranty concerns exclusively the supply of parts, free of charge, intended to replace faulty parts. Labour and transport expenses are not covered by ZHENDRE's warranty.

To use the warranty, ACAKUS will, imperatively, apply in writing to ZHENDRE and state which is the fault encountered and the serial number of the Product.

No spare parts will be provided with the shipping of the current order, ACAKUS having preferred the warranty rather than the 1% free of charge supply of spare parts proposed by the ZHENDRE.

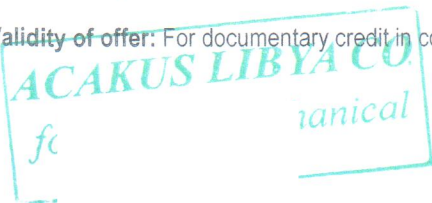
Delivery period:

T0 is the date of the reception of conform letter of credit at ZHENDRE's Bank (conform to Article 5 and acceptable by ZHENDRE) and is considered as the contractual day for the calculation of delivery time.

ZHENDRE undertakes to supply the goods CFR Tripoli within maximum 100 (one hundred) days from T0.

Should ZHENDRE fail to deliver CFR Tripoli within 100 days from T0, ACAKUS will be entitled to claim for penalties corresponding to 5 (five) percent of the amount of the contract.

Validity of offer: For documentary credit in conformity with the proforma invoice received on 15/05/2010 at the latest.



Z H E N D R E

Tél. (33) 0 556 877 100 - Fax. (33) 0 556 877 101
R.C. 85 B 843 - SIRET N° 333 170 280 00015

Technical specifications

SGR12D

UNIT CODE

Indoor unit	ISGR12D
Outdoor unit	XSGR12D

CAPACITIES (1)

Cooling	W	3225
Cooling	Btu/h	11000
Heating	W	3225
Heating	Btu/h	11000

ELECTRICAL SPECIFICATIONS

Input voltage	V/Ph/Hz	220-240 / 1N / 50
Nominal current in cooling	A	5,0
Nominal current in heating	A	4,5
Nominal input in cooling	W	1200
Nominal input in heating	W	1100
Electrical protection (curve D or aM)	A	12
Main power supply	-	Indoor unit
Main electrical wiring section	Nb x mm2	3 x 1,5
Section connexion indoor/outdoor (not supplied)	Nb x mm2	5 x 1,5

PERFORMANCES

Energy efficiency class : cooling / heating	-	D / D
EER / COP	W/W	2,61 / 2,93
Indoor unit air flow (HF/MF/LF)	m3/h	550/480/400
Outdoor unit air flow	m3/h	1800
Deshumidification	l/h	1,1
Indoor unit noise level (2)	dBA	41/38/35
Outdoor unit noise level (2)	dBA	55
Compressor	-	Rotary

DIMENSIONS

Indoor unit (WxHxD)	mm	750x250X190
Outdoor unit (WxHxD)	mm	700x535x235

WEIGHT

Indoor/outdoor	Kg	8,5 / 26
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REFRIGERANT PIPING

Initial charge in outdoor unit	g	680 (5m)
Liquid / gaz pipes diameters (not supplied)	pouce	1/4" - 1/2"
Max piping lenght	m	10
Max piping height	m	5
Additional charge	g/m	30

CONDENSATE

Condensate pipe outdoor diameter	mm	16
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WORKING LIMITS

Cooling MAXI (indoor/outdoor)	(°C) dry bulbe	32/43
Cooling MINI (indoor/outdoor)	(°C) dry bulbe	18/18
Heating MAXI (indoor/outdoor)	(°C) dry bulbe	24/24
Heating MINI (indoor/outdoor)	(°C) dry bulbe	20/-7

EQUIPPED WITH

Remote control type	Infrared	Automatic ventilation	•
Turbo mode	•	Fan speeds : Heating / cooling / fan	3/3/3
Deshumidification mode	•	Vertical sweep	AUTO
Sleep mode	•	Horizontal sweep	MANU
Auto restart	•	Auto diagnosis	•
Timer	24H ON/OFF	Restart delay	•
Hot start	•	Auto defrosting	•

(1) International standards ISO5151
 (2) at 1m. Indoor unit
 Specifications subject

Z H E N D R E