

Annex 01

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# 证明书

## CERTIFICATE



中国国际贸易促进委员会暨中国国际商  
 China Council for the Promotion of International Trade is China Chamber of International Commerce



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# 中国国际贸易促进委员会



China Council for the Promotion of International Trade  
China Chamber of International Commerce

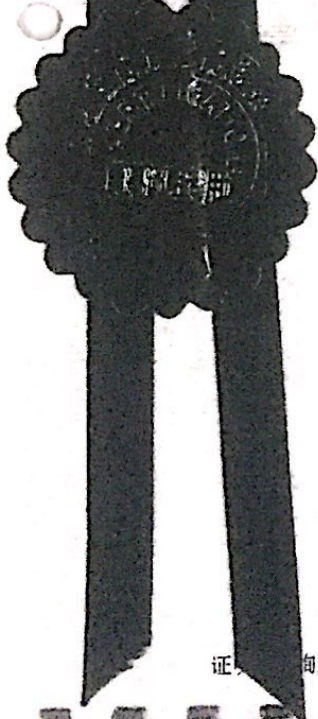
## 证明书 CERTIFICATE



号码 No. 221100B0/062224

兹证明：在所附独家代理协议上的国铭铸管股份有限公司的印章属实。

THIS IS TO CERTIFY THAT: the seal of GUOMING DUCTILE IRON PIPES CO., LTD. on the annexed EXCLUSIVE AGENCY AGREEMENT is genuine.



China Council for the Promotion of International Trade  
CCPIT



授权签字:

Authorized Signature: Chen Yao

日期: 2022年10月18日  
(Date: Oct. 18, 2022)



证 询网址 Website for verifying the certificate: <http://www.rzccpit.com/validate.html>

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# GUOMING DUCTILE IRON PIPES CO., LTD.

South of 206 National Road, Shangyan Town, Lanling County Linyi City, Shandong, China

Tel:+86 531 81272107 Fax:+86 531 81272107 Website: www.guomingpipes.cn Email:zhangtingtingsho@163.com



NO: 2022/2/23  
COPY NO: 01  
DATE :23.2.2022

## Exclusive Agency Agreement

Between

1. **GUOMING DUCTILE IRON PIPES CO., LTD.**, with head office at South of 206 National Road, Shangyan Town Lanling County Linyi City, Shandong, China, herein represented by its legal representative in the person of Ms \_Zhang Tingting,-Sales Manager, hereinafter referred to as "GUOMING "

And

2. **HOVAEL HOLDINGS (PRIVATE) LIMITED**, a company duly incorporated the Democratic Socialist Republic of Sri Lanka and its head office at 245/55, Avissawella Road, Orugodawatte,Postal Code 10600,Sri Lanka. Herein represented by its legal representative in the person of Mr Sidath Kapila Wijayaratne - Director, hereinafter referred to as "HOVAEL "

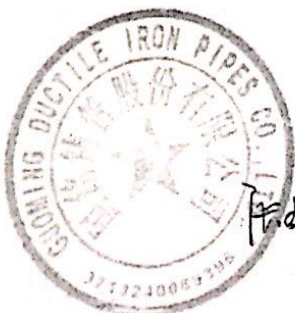
Each being a "Party" and together the "Parties".

### WHEREAS,

This Agreement is entered into between the parties concerned on the basis of equality and mutual benefit to develop business on terms and conditions mutually agreed upon as follows:

### THE PARTIES AGREE:

1. Subject and the Territory of Sales Area of the Agency
  - 1.1. GUOMING hereby appoints HOVAEL as its Exclusive Agent for market and sales of Various type of Ductile Iron Pipes and Fittings (hereinafter call the "Product") manufactured and supplied by GUOMING under GUOMING's LOGO for the territory of Sri Lanka (the Territory)
  - 1.2. This exclusive agency refers to the sales area of the territory in Sri Lanka requirements and for other countries will be discussed separately by parties.



*[Handwritten signature]*



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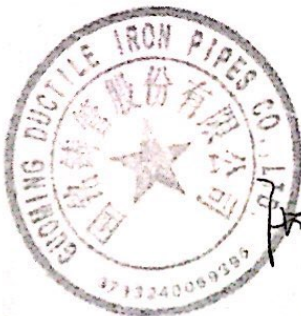
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## Obligations of HOVAEL

- 2.1 HOVAEL shall use its best endeavors to promote the sale of the Products throughout the Territory from time to time, HOVAEL shall consult with the manufacturer's representatives for the purpose of assessing the state of the market and permit them to inspect any documents used by HOVAEL in connection with the Sale of the Products. HOVAEL shall use only such promotional and selling materials in relation to the Products that are approved in writing by the Manufacturer, GUOMING.
- 2.2 HOVAEL shall at all times use its best endeavors to keep all restricted information confidential and accordingly not to disclose any restricted information to any other person. HOVAEL shall not obtain the Products for resale from any person, firm or company other than the Manufacturer, GUOMING and shall not be concerned or interested, either directly or indirectly, in the manufacture or agency in the Territory of any goods which compete with the Products. HOVAEL shall not sell any of the Products through a sales agent or to a sub-distributor without the express written permission of the Manufacturer, GUOMING.
- 2.3 HOVAEL shall maintain a minimum sale volume of 5000 Tons in aggregate with the manufacturer GUOMING in the first year from the date of pre-qualification approved by the National Water Supply & Drainage Board. Then should be increased by 10% each year after that during 2023-2026.
- 2.4 GUOMING has own copyrights of their designs and technologies. HOVAEL should not copy or obtain any designs and technologies of GUOMING without GUOMING's permission.
- 2.5 All information/data communicated between GUOMING and HOVAEL shall be treated as strictly confidential.

## 3. Obligations of GUOMING

- 3.1 GUOMING shall be Exclusively work with HOVAEL for the marketing and sales of the GUOMING in the Territory of Sri Lanka.
- 3.2 HOVAEL shall be the exclusive Agent/distributor for GUOMING's Pipes and Fittings in Sri Lanka.
- 3.3 If GUOMING receive any inquiry from the Sri Lanka, GUOMING should forward this inquiry including the sender's information to its Agent HOVAEL, and HOVAEL will be



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responsible for the follow up with the customer. GUOMING have to protect HOVAEL for each Project in Sri Lanka

3.4 GUOMING should not sell directly or indirectly their product to any Chinese Trading Companies or any other International companies for the projects in Sri Lanka by passing its Agent, HOVAEL.

3.5 GUOMING shall provide the quality and guaranteed products to HOVAEL timely.

3.6 GUOMING shall provide HOVAEL with technical data, drawings, various manuals, catalogues/leaflets, pre-qualification documents, site visits, training, commissioning etc., with reasonable price, if any.

3.7 GUOMING should provide to HOVAEL with the utmost competitive pricing, in order HOVAEL to get manage to gain the considcrable market shares of DI Pipes & fittings requirement of Sri Lanka.

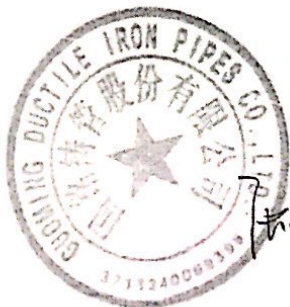
3.8 GUOMING shall keep HOVAEL informed about business matters and shall particularly inform them about price or production changes in advance and if any order to be received shall the pricc validity upon the information of HOVAEL.

## 4. Product Quality and Guarantee

4.1 GUOMING shall manufacture the products comply to ISO2531/EN545/EN598 to the technical requirements in purchasing order and the products provided must be new and unused.

4.2 The Guarantee period shall be 13 months from the date of shipping date or 12 months after site installation, whichever is completed earlier. For some certain contracts, when the clients request, the warranty period could be considerable to extend according to technical specifications after consultation of both parties.

4.3 In the event of any claim against Manufacturer, GUOMING warranty involving production faults or defective materials, the Manufacturer, GUOMING's liability shall be limited to replacement of the defective product, or at Manufacturer, GUOMING's sole discretion, reimbursement of any payments made in connection with the purchase of the defective product including the costs of its transportation and insurance into the Territory.



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## Payment

- 5.1 Payment terms shall be agreed between both parties (HOVAEL & GUOMING) and shall be negotiated according to the project nature and size small / big.
- 5.2 In Generally all payments shall be made by the HOVAEL or its client by confirmed, irrevocable L/C through a recognized international financial institution or bank, or by T/T, and subject to the acceptance of the Manufacturer, GUOMING.

## 6. Force Majeure

All obligations undertaken by the parties according to this agreement shall be subject to acts of God, War, Riots, Civil Disobedience, Acts or Orders against Government of any nation and any other cause beyond the control of either party relating to mutual business of both parties.

## 7. Validity of this Agreement

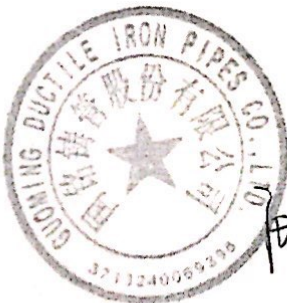
This agreement shall be valid for the period of 4 years after effective date, and should be automatically renewed for another 3 year upon the success of the sales target/total volumes for first period between 2022 - 2026.

## 8. Duration and Cancellation

- 8.1 This agreement shall come into force on the day when it is signed and the sales volumes of the target will be countable from the second month onwards only after getting the approval from the client, National Water Supply & Drainage Board (NWS&DB) Government of Sri Lanka.
- 8.2 The First year will be considered as grace period for carry out the sales and the marketing and establish the product in the territory Sri Lanka market in order to achieve the sales volume of the target on second year onward

In the following cases, this agreement will be terminated:

- 8.3 By GUOMING or HOVAEL immediately, in the event that any party is declared insolvent or bankrupt or files a petition in bankruptcy or makes any assignment or trust mortgage for the benefit of creditors, or if a receiver, guardian, conservator, trustee in bankruptcy, or similar official shall be appointed to take charge of all or a part of the GUOMING or HOVAEL 's property by a court of competent jurisdiction.



Handwritten signature in Chinese characters.



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8.4 By acts of God, War, Riots, Civil Disobedience, Acts or Orders against Government of any nation and any other cause beyond the control of either party relating to mutual business of both parties.

8.5 By mutual agreement of the parties hereto by giving prior notice of 7 working days.

8.6 By HOVAEL has right to get terminate this agreement by giving prior notice, if GUOMING fails to provide products/services to the client with the agreed norms.

8.7 By GUOMING has right to get terminate this agreement by giving prior notice, if HOVAEL could not get the Pre-Qualification (PQ) approval from NWS&DB within 6 months from the date of submission of PQ document with NWS&DB after fulfill all the documentation requirement by GUOMING (subject to all submitted proposal is accepted by the National Water Supply & Drainage Board without any clarifications. In the event if there are any clarification from National Water Supply & Drainage Board to GUMING these clarifications must be comply.) or could not place an order on the first year or fails to achieve the target sales volumes for the first 2 year between 2022 and 2026.

8.8 By GUOMING has right to get terminate this agreement by giving prior notice if HOVAEL sells/manufactures GUOMING's Products, Designs and Technologies without GUOMING's permission. And HOVAEL must compensate for all related expenses of GUOMING.

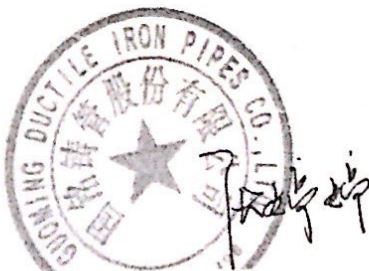
8.9 By HOVAEL has right to get terminate this agreement by giving prior notice if GUOMING sells/manufactures GUOMING's Products, Designs and Technologies with their own brand, and without HOVAEL's permission to Sri Lanka. GUOMING must compensate for all related expenses and commissions of HOVAEL.

## 9. Other Regulations

9.1 This agreement constitutes the entire understanding between the parties with respect to the subject matter of this agreement and supersedes all prior agreements, negotiations and discussions between the parties relating to it

9.2 Parties shall not without the prior written consent of the other assign, transfer, charge or deal in any other manner with this agreement or its rights under it or part of it, or purport to do any of the same, nor sub-contract any or all of its obligations under this agreement.

9.3 Save as expressly provided in this agreement, no amendment or variation of this agreement shall be effective unless in writing and signed by a duly authorized Distributor of each of the parties to it.



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- 9.4 This Agreement shall be governed by, construed and interpreted in accordance with the Laws of ICC International Court of Arbitration.
- 9.5 Any dispute, controversy or claim arising out of or in connection with this appointment or the breach, termination or invalidity shall be settled through friendly consultations between the parties, thereof which could not be settled amicably, shall be finally admitted for arbitration to a neutral arbitration organization in place of Singapore in accordance with ICC International Court of Arbitration rules for the time being in force. The maximum number of arbitrators shall be 1. The arbitration proceedings shall be conducted in the English language. The arbitral award is final and binding upon both parties.
- 9.6 This agreement shall be written in English language and executed in duplicate, each of which shall be deemed an original for each party.

## 9.7 Counterparts; Facsimile or .pdf Signatures.

This Agreement may be executed in two (2) counterparts. Any and all agreements and instruments executed and delivered in accordance herewith, along with any amendments hereto or thereto, to the extent signed and delivered by means of a facsimile machine or email delivery of a ".pdf" or similar format data file, shall be treated in all manner and respects and for all purposes as an original signature, agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

**IN WITNESS WHEREOF** duly authorized officers of the parties have placed their respective signatures and caused their respective seals hereunto and to one other of the same tenor on the dates and in the manners set out below

Signed for and on behalf of

**GUOMING DUCTILE IRON PIPES  
CO., LTD.**

*Zhang Tingting* .....

NAME: **Zhang Tingting**  
DESIGNATION: **Sales Manager**  
COMPANY SEAL:



Signed for and on behalf of

**HOVAEL HOLDINGS (PRIVATE)  
LIMITED**

*Sidath Kapila Wijayarathne* .....

NAME: **Sidath Kapila Wijayarathne**  
DESIGNATION: **Director**  
COMPANY SEAL:


HOVAEL HOLDINGS PRIVATE LIMITED  
245/47, Old Avissawella Road,  
Orugodawatte 10600  
Reg. No: 2338





认字第220246508-005号

兹证明前面文书上中国国际贸易促进委员会商事证明专用章和授权签字人(陈焱)的签字属实。



中华人民共和国外交部  
领事司参赞  
二〇二二年十月十九日

李勇



03058486



I hereby certify that, without any commitment, to its contents, the signature appearing hereon is that of the duly authorised officer.

*[Signature]*

For the Ambassador of Sri Lanka in the People's Republic of China

Ref No.: 556/2022

21 October, 2022

