SALES CONTRACT

Contract No: 01/2018 - WAD-UNIMOD

Dated: 11 th January, 2018

This contract is made by and between:

The Seller : **UNIMOD Europe GmbH**
Represented by: Mr. **Nikita Shpakov** / Director
Address : Falkensteiner Str. 77, 60322, Frankfurt am Main, Germany
Bank : Commerzbank AG, Frankfurt am Main
IBAN DE 17 5004 0000 0315 9852 00
SWIFT: COBADEFFXXX
Kundennummer: 4003159852
Hereafter called the Seller

And

The Buyer : **WEALTH ART DEVELOPMENT LTD.**
Represented by: Mr. **Rolando B. Japlos** / Director
Address : 11th Floor, Dah Sing Life Building, 99 Des Voeux Road Central, Hong Kong
Tel : (852) 2522 9115
Fax : (852) 2845 2423
Account No. : 652-076456-838
At : HSBC Hong Kong
Hereafter called the Buyer

For an
WEAL

It has been agreed that the Buyer buys and the Seller sells commodity on the terms and conditions as follows:

ARTICLE 1: NAMES OF COMMODITY & SPECIFICATION

- Fire Fighting truck as per Annex 01 - Detailed Commodity.
- Model: TLF 5.0-70
- Quantity: 05 units
- Origin: Russia
- Quality: Chassis, auxiliary equipment, fire fighting truck are 100% brand new
- Production year of fire fighting truck: 2018
- Production year of chassis: 2017 or 2018
- Production year of auxiliary equipment: 2017 or 2018
- Packing: As per the manufacturer's export standard packing

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- Marking: Contract No.: 01/2018 - WAD-UNIMOD
- Consignee & Notify party:

  THANG LONG FIRE FIGHTING & PREVENTION EQUIPMENT CO., LTD

  Hamlet Xom Goc, Long An Village, Long Thanh District, Dong Nai Province, Vietnam.

ARTICLE 2: PRICE

No.	Commodity	Quantity	Unit Price (USD)	Total Price (USD)
01	Fire Fighting truck Model TLF 5.0-70 detailed in Annex 01 - Detailed Commodity attached herewith	05	108,700.00	543,500.00
Total Contract Value (CIF Price to Hai phong Seaport)				**543,500.00**

Total contract value: USD 543,500.00

(In Words: USD Five hundred forty-three thousand five hundred dollars only).

- The price to be understood CIF Hai Phong Seaport Vietnam, Incoterms 2010.
- The price and amount shall be firm and final for all goods under this Agreement and shall not be subject to any adjustment as results of a change in Party's cost which may occur due to a change in raw materials, labor costs, shipping rates, currency exchange rates, any increase in taxes and/or duties.

ARTICLE 3: DELIVERY

3.1. Delivery: by ocean freight, within 7 months upon contract signed by both parties.

3.2. Partial shipment is not allowed.

3.3. Transshipment is allowed.

3.4. Packing: According to export standard packing for sea transportation.

3.5. Loading port: Any port in Russia.

3.6. Destination port: Hai Phong Sea Port – Vietnam.

3.7. Consignee & Notify party:

THANG LONG FIRE FIGHTING & PREVENTION EQUIPMENT CO., LTD

Hamlet Xom Goc, Long An Village, Long Thanh District, Dong Nai Province, Vietnam.

ARTICLE 4: TERMS OF PAYMENT

4.1. 100% of the contract value, namely **USD543,500.00** shall be paid by 03 (three) times as follow:

- ✓ **First payment:** 50% of contract value, namely USD271,750.00 within 10 (ten) days by TT upon contract signed by both parties.
- ✓ **Second payment:** 45% of contract value, namely USD244,575.00 shall be paid within 10 (ten) days by TT upon the Seller's submission to the Buyer the copy of

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following documents:

(a) **03 originals "Clean of Board" Bill of Lading**: issued by made out and notify to:

THANG LONG FIRE FIGHTING & PREVENTION EQUIPMENT CO., LTD

Hamlet Xom Goc, Long An Village, Long Thanh District, Dong Nai Province, Vietnam.

(b) **03 originals of Commercial Invoice for each Fire Fighting truck:**

- show the detailed unit prices quantities & total price;
- show the chassis number, engine number, year of production;
- signed and stamped by the Seller.

(c) **03 originals of Detailed Packing List for each Fire Fighting truck:**

- show the content of container, gross and net weight;
- show the chassis number, engine number, year of production;
- signed and stamped by the Seller.

(d) **03 originals of Certificate of Quality and Quantity for each Fire Fighting truck:**

- show the chassis number, engine number, year of production;
- signed, stamped by the Manufacturer and issued to the Notify party:

  THANG LONG FIRE FIGHTING & PREVENTION EQUIPMENT CO., LTD

  Hamlet Xom Goc, Long An Village, Long Thanh District, Dong Nai Province, Vietnam.

(e) **03 originals of Certificate of Origin for each Fire Fighting truck:**

- show the chassis number, engine number, year of production;
- signed, stamped by the Chamber of Commerce and Industry of the Russian Federation and issued to the Notify party:

  THANG LONG FIRE FIGHTING & PREVENTION EQUIPMENT CO., LTD

  Hamlet Xom Goc, Long An Village, Long Thanh District, Dong Nai Province, Vietnam.

(f) **03 originals of Test Report for each Fire Fighting truck (or Inspection Certificate / Factory Acceptance Test):**

- show the chassis number, engine number, year of production;
- signed, stamped by the Manufacturer and issued to the Notify party:

  THANG LONG FIRE FIGHTING & PREVENTION EQUIPMENT CO., LTD

  Hamlet Xom Goc, Long An Village, Long Thanh District, Dong Nai Province, Vietnam.

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(g) **03 originals of Warranty Certificate within 24 month validity, effective from Bill of Lading for each Fire Fighting truck:**

- show the chassis number, engine number, year of production;
- signed, stamped by the Manufacturer and issued to the Notify party:

  THANG LONG FIRE FIGHTING & PREVENTION EQUIPMENT CO., LTD

  Hamlet Xom Goc, Long An Village, Long Thanh District, Dong Nai Province, Vietnam.

(h) **03 originals Insurance Certificate** covering 110% of the CIF value of the shipment to be insured on "All Risks" basis including War Risks and strike clauses.

(i) **Minutes of Inspection each Fire Fighting truck:** signed by the Buyer and the Seller after pre-inspection.

The above original documents must be sent directly to the Buyer by courier service within 05 (five) days after the date of shipment, to the following address:

THANG LONG FIRE FIGHTING & PREVENTION EQUIPMENT CO., LTD

180 Nguyen Van Thu, Dakao Ward, District 1, Ho Chi Minh City, Viet Nam

Tel: +84 8.3.8227.405

✓ **Third payment:** 05% of total contract value, namely USD27,175.00 shall be paid by TT within 10 (ten) days upon:

- The Buyer received the above original documents;
- The Buyer checked the trucks status and count the quantity, quality of auxiliary delivered with the Fire Fighting trucks (as stipulated in the Annex 01).

4.2. Bank's information:

BANK NAME :	Commerzbank AG, Frankfurt am Main
IBAN:	DE 17 5004 0000 0315 9852 00
SWIFT CODE:	COBADEFFXXX
BENEFICIARY:	UNIMOD Europe GmbH
ADDRESS:	Falkensteiner Str. 77, 60322, Frankfurt am Main, Germany

4.3. All kind of banking charges in the Buyer's country shall be borne by the Buyer and all kinds of banking charges outside Hong Kong shall be borne by the Seller.

ARTICLE 5: INSPECTION

- Upon receiving the notice from the Seller, the Buyer can take pre-inspection before shipment by the Buyer's own cost.

✓ The Seller must provides to the Buyer: Test report, Certificate of Quality of 05 (five) chassis which used for production the fire fighting trucks. In these documents must show the Chassis number, Engine number, and production

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year. If the production year of any chassis is before 2017, the Seller must replace the new chassis which products in 2017 or later.

- ✓ If the production year of any of auxiliary equipment is before 2017, the Seller must replace the new corresponding equipment which products in 2017 or later.
- ✓ If any loss, disqualify, defect and/or damage to any goods is discovered, the Seller must supply and/ or replace the new goods in soonest time.

- Upon inspection completed, the Buyer and the Seller shall sign on the Minutes of Inspection for each Fire Fighting truck, which is a part of payment document.
- Upon the Buyer completed the customs clearance, the representatives of the Seller and the Buyer will check the goods status and count the quantity, quality of auxiliary equipment delivered with the trucks (as stipulated in the Annex 01 - Detailed Commodity). If any loss, disqualify, defect and/or damage to any goods is discovered, the Buyer will issue a report which is be considered as evidence for claim to the Seller for such loss, disqualify, defect and/or damage. Upon receiving the report from the Buyer, the Seller shall take necessary action to settle the matter within 15 days. Any cost relating to this additional delivery (transportation, import tax, custom clearance, delivery to the Owner's storage....) in this case shall be borne by the Seller.

ARTICLE 6: FORCE MAJEURE

- Neither party shall be in default under this contract by reason its delay in the performance of or failure to perform any of its obligations hereunder, if such delay or failure is caused by Acts of God, government restrictions, fire, war, earthquake, landslide, typhoon, tidal wave, embargo, riot, strike, unavailability of transportation for any faults beyond the Party's control or without its fault or negligence. In such event the time to perform under this contract shall be extended by a period equal to the duration of such occurrence.
- The Seller shall notify the Buyer by a letter detailing the actual situation within 14 days after the commencement of Force Majeure by fax or telex or email at the same time sent to the Buyer by mail supporting evidence. The Seller may postpone delivery until the removal of Force Majeure or cancel the contract under mutual agreement.
- The Seller inability to obtain the export license shall not be considered as Force Majeure.

ARTICLE 7: LATE DELIVERY AND PENALTY

- In case of the Seller fail to make the delivery on time as stipulated in this contract with exception of force majeure, causes specified above mentioned in this contract, the Buyer shall apply a penalty charge which shall be deducted by the paying bank from the Payment.
- The penalty, under exclusion of any further claim however, shall not exceed 8% of the total value of the Contract amount. The rate of penalty is charged at 0,1% for every week of delay in delivery.

ARTICLE 8: GUARANTEE

- The Seller shall guarantee that the goods supplied under this Contract shall be brand new 100%, the production year of chassis and auxiliary equipment is 2017 or later. The quality and quantity are as per specified in Article 1 and Annex 01 of the Contract.

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- Upon delivery, the buyer shall verify the quality and quantity of the goods supplied, In case the commodity supplied are not in conformity with quality and quantity stipulated in this contract, the Buyer shall have the right to ask for replacement, All charges concerning the replacement are borne by the Seller.

ARTICLE 8: ARBITRATION

- All dispute in connecting with this contract or execution thereof shall be settled by friendly negotiation. If no settlement can be reached, the case in disputes shall then be submitted for arbitration to Berlin pursuant to the Commercial Arbitration Rules of Germany Commercial Arbitration Association. The decision made by the Arbitration shall be accepted as final and binding upon both parties.
- The fees for arbitration and any charges shall be born by the losing party.

ARTICLE 9: GENERAL PROVISION

- The warranty period will be 24 months counted from the date of Bill of Lading, the Seller is responsible for any defective or low effective parts of goods during warranty period.
- This contract comes into effect from the date of signing and both parties commit to confirm strictly to all terms and conditions of the contract.
- All previous agreements shall become null and void and any amendment and addition clause to these conditions of this contract shall be made in writing subject to prior approval from both parties.
- This contract is made and signed by email/fax.

For the Seller	For the Buyer
UNIMOD EUROPE GMBH FRANKFURT AM MAIN, GERMANY	*For and on behalf of* WEALTH ART DEVELOPMENT LIMITED 藝裕發展有限公司
	Authorized Signature(s)
NIKITA SHPAKOV	**ROLANDO B. JAPLOS**
DIRECTOR	**DIRECTOR**

ANNEX 01 - DETAILED COMMODITY

No	Content	Description
I	**General information**	
1	Type	Firefighting truck TLF 5.0-70 Manufacturer UNIMOD Origin Russia
2	Model	Water/ foam fire truck
3	Quality	brand new 100%
4	Production year	**Fire truck is produced in 2018**
		Chassis and all equipment are produced in 2017 or 2018
5	Quantity	05 units
6	Color	Red RAL 3000
II	**Specification**	
	Chassis	**MAZ** **Model 5340B3-425-013**
7	Engine type	Diesel engine, 4 stroke, cooling by water Capacity of cylinder 6650 cm3 **Model ЯМЗ-5361 (Euro-4)**
8	Power	198 kW
9	Max torque	1166 Nm
10	Emission rating	EURO-4
11	**Dimension**	
	Length	8850 mm
	Width	2500 mm
	Height	3300 mm
12	Wheelbase	4700 mm
13	Clearance	385 mm
14	Min. Turning Circle	10 m
15	Angle overcome	25% (14 deg)
16	Total weight	18 000 kg
17	Cabin	Double cab with 4 doors. CAB for 7 crew members. With air conditioning

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No	Content	Description
18	Gear box	Manual, ZF-type 9 speeds
19	Clutch	Dry single disc Hydraulic driving
20	Axels	4x2
21	Brake	Hydraulic brake assist Having ABS.
22	Steering	On the left Hydraulic assist
23	Emergency lamps	**Red Color**, mounted on the roof of the cabin
24	Emergency horn	**01 emergency horn with electrical control panel integrated with sound alarm system and speaker, capacity 120W**
	Amplifier	Integrated with emergency horn, mounted on the cab completed with 01 microphone and portable speaker
25	Body	**06 lockers** on two sides of vehicle (03 on the left hand side and 03 on the right hand side). Pump compartment at the rear. **Foot deck** under each locker. Having automatic switches, to have light directly in locker and pump compartment. When a roller shutter door is opened, the light is turned on automatically.
26	Lockers and Pump compartment doors	- Roller shutter type - Water and dirt proof, made of aluminum with locks
27	**Water tank**	
	Capacity	5000 liters
	Material	304 Stainless steel
28	**Foam tank**	
	Capacity	400 liters
	Foam tank materials	316 Stainless steel
29	Spare wheel	1 piece
30	Chassis tool set	1 set
31	**Fire pump**	Centrifugal pump Manufacturer: УСПТК-Пожгидравлика

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No	Content	Description
32	Requirement	complete with manufacturer standard
33	Model	НЦПН-70/100М
34	Impeller	Made by Brass, seawater proof.
35	Body	Made by Aluminum, seawater proof.
36	Pump shaft	Made by Stainless steel
37	Driving	By PTO
38	Location	In the pump compartment at the rear
39	Capacity	4200 liter/minute at 10 kg/cm2 and 3,5 m suction height
40	Max. suction height	8 m
41	Suction quantity, diameter	01 piece, Inner diameter Ø125(±2) mm Gost Coupling D125
42	Discharge quantity, diameter	04 discharges, Inner diameter Ø77(±2) mm Gost Coupling D80
43	Suction pump	Wing pump type
	Time to create vacuum (time to start suctioning)	30s
	Max vacuum pressure	-0.9 bar
44	Foam mixing system	Suitable for any kind of concentrated foam The mixing ratio is continuously adjusted from 1 to 10% Having a pre-defined mixing ratio 3% and 6% Maximum capacity of pumping concentrated foam: 420 l/minute
45	Control panel	Having: Pump switch Pressure gauges for suction and discharges. Water and foam level indicator.
	Water/ foam monitor	
46	Quantity	1 piece
47	Design	- Manual control - Suitable for water or foam jet - Flow rate adjustable from 800 ÷ 2400 l/minute
48	Position	Mounted on the roof
49	Maximum working pressure	10 bar

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No	Content	Description
50	Flow rate at 10 bar (use the water from the water tank)	2400 l/minute
51	Distance of water jet	60 m
	Distance of foam jet	40 m
52	Horizontal rotation	360 ° continuously
	Vertical movement	Up and down 15° ÷ 70°
	Rapid response reel system	
53	Quantity	1 set
54	Material	Dump wheel is made by anti-corrosion alloys with brake. Hose is made by rubber.
55	Hose	Length 60 m Inner diameter 25mm
56	Multifunction nozzle	1 piece Flow rate: 150 l/minute at 5 bar Switchable: straight or spay jet
Auxiliary equipment		
57	**Radio communication**	Frequency UHF: 400 ÷ 470 MHz VHF: 136 ÷ 174 MHz
56.1	Mobile radio station	**Quality: 01 set** **Mounted on the cabin mobile radio station NEXEDGE® VHF/UHF Digital & FM Mobile Radios** **Model:** NX-700 or NX-800 (Model will be chosen and notified by the buyer) Brand name: Kenwood Origin: EU/G7 Capacity: 45 W Number of Channels: 512 Zones: 128 Channel spacing Analog 12.5/25 kHz Digital 6.25/12.5 kHz Frequency Stability ±1.0 ppm

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No	Content	Description
		Sensitivity Digital@6.25 kHz (3% BER):0.20 µV Analog (12 dB SINAD):0.25 µV Audio Distortion: Less than 3% Standard MIL-STD-810 C/D/E/F
56.2	Portable Radio	**Quality: 03 sets** (Include: 02 Lithium Ion Batteries capacity ≥ 1950 mAh + 1 charger by set) **Mobile radio station NEXEDGE™ VHF/UHF Digital & FM Portable Radios** **Model: NX-200 or NX-300** (Model will be chosen and notified by the buyer) Brand name: Kenwood Origin: EU/G7 Capacity: 5 W Number of Channels: 512 Zones: 128 Channel spacing Analog 12.5/15/25/30 kHz Digital 6.25/12.5 kHz Frequency Stability ±2.0 ppm Sensitivity Digital@6.25 kHz (3% BER):0.20 µV Analog (12 dB SINAD):0.25 µV Audio Distortion: Less than 3% Standard MIL-STD-810 C/D/E/F
56.3	Software and cable for radio setting	Quality 01 set
58	Wheel chock	**Wheel chock** Origin: Russian Federation Quality: 04 pieces
59	Suction hose	**Suction hose DN 125** Origin: Russian Federation Quality: 04 pieces - Technical information: Length: 2m/piece Working pressure 10 bar

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No	Content	Description
		Burst pressure 35 bar Gost coupling D125
60	Suction strainer	Suction strainer SV-125 Origin: Russian Federation Quality: 01 pc
61	Rope for suction hose	Origin: Russian Federation Quality: 01 pc Length: 15 m
62	Fire hose DN 50	**Fire hose DN 50** Origin: Russian Federation Quality: 12 rolls - Technical information: Length: 20m/roll Jacket: 100% polyester Lining: rubber compound Working pressure 16 bar Gost Coupling D50
63	Fire hose DN 65	**Fire hose DN 65** Origin: Russian Federation Quality: 10 rolls - Technical information: Length: 20m/roll Jacket: 100% polyester Lining: rubber compound Working pressure 16 bar Gost Coupling D70
64	Fire hose DN 77	**Fire hose DN 77** Origin: Russian Federation Quality: 10 rolls - Technical information: Length: 20m/roll Jacket: 100% polyester Lining: rubber compound Working pressure 16 bar Gost Coupling D80
65	Nozzle (coupling Gost 70)	**RSKU-70A** Brand name: RSKU Origin: Russian Federation Quality: 2 pieces Capacity: 600 lpm at 5 bar Working pressure 4-6 bar

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No	Content	Description
66	Nozzle (coupling Gost 50)	**RSKU-50A** Brand name: RSKU Origin: Russian Federation Quality: 4 pieces Capacity: 300 lpm at 5 bar Working pressure 4-6 bar
67	Medium expansion foam nozzle (Gost 70)	Origin: Russian Federation Quality: 2 pieces Capacity: 400 lps at 5 bar
68	Low expansion foam nozzle (Gost 70)	Origin: Russian Federation Quality: 2 pieces Capacity: 400 lps at 5 bar
69	3 way divider	**3 way divider RT-70,** Inlet: D70 Outlet: D70 x50 x 50 Quality: 1 piece **3 way divider RT-80,** Inlet: D80 Outlet: D80 x50 x 50 Quality: 1 piece
70	Adapters Gost to Gost	**Adapters Gost to Gost** - 06 pieces: - GP-80*70 Quality: 02 pieces - GP-80*50 Quality: 02 pieces - GP-70*50 Quality: 02 pieces Material: aluminum Working pressure: 12 bar
71	Aluminum extension ladder	**3 section ladder** Length: 4,38 m Extension length: 10,7 m Material: aluminum Weight: ~48 kg Quality: 1 piece
72	Hatchet	**Brand name: ZUBR** Origin: Russian Federation Weight: 1.4 kg Quality: 1 piece
73	Sledge hammer	**Brand name: ZUBR** Origin: Russian Federation Weight: 5 kg Quality: 1 piece

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No	Content	Description
74	Hand held saw with steel frame	**Hand held saw with steel frame** Brand name: ZUBR Origin: Russian Federation Length of the hacksaw blade: 300 mm Quality: 1 piece
75	Bolt cutters	**Bolt cutters** Brand name: ZUBR Origin: Russian Federation Weight: 2.6 kg Dimensions: 600 mm Quality: 1 piece
76	shovel	**Brand name: ZUBR** Origin: Russian Federation Weight: 2.5 kg Quality: 1 piece
77	Crowbar	**Brand name: LPL** Origin: Russian Federation Weight: 2.6 kg Crowbar length: 1100 mm Quality: 1 piece
78	pickax	**Brand name: FIT** Origin: China Weight: 0.8 kg Fiberglass reinforced handle Quality: 1 piece
79	fire blanket	**Brand name: Chanse** Origin: China Dimensions: 1,5 x 2 m Resistance to open flame effects: 20 second Resistance to contact with solid places heated up to 400 ° C: 15 second Material: glass-fibre fabric Quality: 2 pieces
80	Powder Extinguisher	**Brand name: OP-6** Origin: Russian Federation Capacity of balloon: 7.5 litters Charge weight: 6 kg Working pressure: 14 bar ± 2 bar Dimensions (diameter, height): 160 mm x 580 mm Operating temperature: -40°C .... +50°C Quality: 1 piece
81	CO2 Extinguisher	**Brand name: OU-2**

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No	Content	Description
		Origin: Russian Federation Capacity of balloon: 2 litters Charge weight: 1.4 kg Working pressure: 15 bar Dimensions (diameter, height): 220 mm x 440 mm Operating temperature: -40°C .... +50°C Quality: 1 piece
82	Wrench for fire hose	**Brand name: K-80** Origin: Russian Federation Material: structural steel Dimensions (l x w x h): 242 x 68 x 10 mm Weight: 0.4 kg Grip length: 157 mm Quality: 4 pieces
83	Wrench for suction hose	**Brand name: K-150** Origin: Russian Federation Material: structural steel Dimensions (lxwxh): 380 x 140 x 10 mm Weight: 0.9 kg Grip length: 200 mm Quality: 2 pieces
84	Hand spot light with charging unit	**Brand name: EKOTON FOS3/5-6** Origin: Russian Federation Battery capacity: 4.5 ah Range of light beam (with illumination 1 lux): 250 m Illumination at a distance of 1 m from the luminaire: 20000 lux Diameter of headlamp reflector: 110 mm Adjustable continuous operation time without recharging: 4-8 h Maximum battery charging time: 8 h Dimensions: 115x160x320 mm Weight: 1.6 kg Battery charger: included. Quality: 1 piece
85	Half Face Mask Respirator	**Brand name: 3M™ 7500** Origin: Russian Federation Type of headband: 4 fixing points Weight: 0.32 kg Standard: EN 140, AS/NZS 1716:2003 Delivery with 02 filters by set Quality: 4 sets
86	Heat protection suit	**Brand name: SAFCO ST502** Origin: Italia The suit is designed to provide full protection from

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No	Content	Description
		radiation of 1.000 °C at a distance ≤ 1.5m for at least five minute Including: Jacket, Trousers, Booties, Five fingers gloves, Internal helmet adjustable and Hood with visor in Polycarbonate golden. Standard: EN 367, EN 366, EN 373 Quality: 4 sets (02 sets size M, 02 sets size L)
87	Detection Device	**MSA Altair 4X Multi-Gas Detector** Brand name: Altair 4x Origin: Russian Federation Dust-moisture protection: IP67 Detectable gas: LEL, CO, H2S, O2 Warning by digital, sound, light, vibrosignal. Standard USA Class I, Division 1, Groups A, B, C & D Class II, Division 1, Groups E, F & G Class III, Division 1 Quality: 1 piece
88	Foam pump	**Brand name: Waterous** Origin: USA Capacity: ≥37.8 liter/minute Voltage: 24 V Mounted at the pump compartment, control by buttons. Having a system piping to connect from outside to foam tank. Quality: 1 set

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No	Content	Description
Drawing		

View from above

Left view

Back view

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