**SALES CONTRACT**

**No.01/VNF/2017**

* Pursuant to the law of the seller’s country and law of the buyer’s country
* Pursuant to the International Commercial Law
* Based on the demands and capabilities of the two parties,

Today, dated …., at the office of Hung thinh trade Co.,LTD, we are

**PARTY A: HUNG THINH TRADE COMPANY LIMITED (SELLER)**

**Address:** Room C8, 23rd Floor, Golden West Building, Le Van Thiem, Thanh Xuan District, Hanoi

**Account No**:

**Represented by:** Ms.Bui Thi Mai Phuong **Position**: Director

**PARTY B: (BUYER)**

**Address:**Greece

**Account No:**

**Represented by:** Mrs. Tigris **Position:**

The Seller agrees to sell and the Buyer agrees to buy the goods on the following terms and conditions:

**ARTICLE 1: COMMODITY**

* 1. Commodity:**Eucalyptus Charcoal/Coffe Charcoal/Sawdust Charcoal**
  2. Origin of the commodity:**Vietnam**
  3. Quality:Our products made 100% natural wood, environmental friendly, no smell, no smoke, no sparkling, no chemical and used for BBQ/ Restaurant, filter water, purify air, nourish & regulate environment, deodorize and regulate humidity, keep the body warm. The burning time is longer than other charcoal.
  4. Specification: according to customer’s request
  5. Packing: These good will be packed in jumbo bag 50kg each or 10 to 15 kg with plain or recycle plastic bag without any leakage of charcoal dust, then the goods will be stuffed in container 20’.

**ARTICLE 2: QUANTITY AND PRICE**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **No.** | **Commodity** | **Unit** | **Quantity** | **Unit price (Usd)** | **Amount (Usd)** |
| 1 | Sawdust Charcoal | Ton | 75 | 680 | 49,500 |
| 2 | Coffe Charcoal | Ton | 50 | 520 | 26,000 |
| 3 | Eucalyptus Charcoal | Ton | 50 | 450 | 22,500 |
| **TOTAL** | |  | 175 |  | 98,000 |

Total contract value: **98,000 USD**

*In words: Ninety eight thousand dollars*

All these above- mentioned prices are understood as FOB Hai Phong Port – Vietnam (INCOTERMS 2010)

**ARTICLE 3: PAYMENT TERM**

-Currency: Usd (U.S. dollar)

-Payment methods: T/T (Telegraphic Transfer)

-Time of payment:40% deposit after the contract is signed, Balance 60% when shipment on board

# **ARTICLE 4: SHIPMENT AND DELIVERY**

- Term delivery [[1]](#footnote-2): FOB Haiphong Port, Vietnam

- Loading port : Main Port of Hai Phong, Vietnam

- Discharge port : Busan port, Korea

- Partial shipment : not allowed.

- Transshipment : Allowed.

# **ARTICLE 5: INSURANCE**

Insurance for the contracted goods will be covered by the Buyer. The seller should supply to the Buyer all necessary documents / information in time for arranging cargo insurance.

# **ARTICLE 6: Rights and responsibilities of the two parties**

4.1. Responsibilites of Party A:

- To supply goods to Party B at the agreed time and place

- To ensure the quality and quantity of goods delivered at the unit price agreed in the contract

- To provide Party B with payment invoice and attached documents.

4.2. Rights of Party A

- To request Party B to sign the minutes on reconciliation of delivery of goods;

- To request Party B to pay in full and on time to party B.

4.3. Responsibilites of Party B:

- Party B is not allowed to change specifications and quantity of goods which have

been manufactured by Party A according to the order of party B. In case of breach, party B shall compensate the damage to Party A with an equivalent value.

4.4. Rights of Party B:

- To receive and inspect the quality of goods

- To pay in full and on time the agreed contract value to party A in accordance with the payment terms stated in article 3.

# **ARTICLE 7: FORCE MAJEURE**

- Neither party can claim for compensation for delays or non- executionobligation under the contract either fully in part due to Force Majeure.

- Force Majeure shall be defined, though not exclusively, to include Acts of God, Acts of War, civil disturbance, strikes.

- The party claiming Force Majeure shall inform the other party by Fax within 15 days from the Force Majeure followed by necessary evidence that obligations under the contract are affected, prevented or delayed.

- Either party shall within 24 hours give notice to the other party of any forcemajeure event effecting its obligations under this contract along with documentary evidence issued by the Chamber of Commerce at the place where the incidence occurred or by the competent authority connected with the cause..

Should the effect of force majeure continue for more than 30 consecutive days, both parties have a right to cancel this contract.

# **ARTICLE 8: CLAIM**

All disputes arising out of or in relation to this contract, which is not reach anamicable agreement between both parties, shall be finally settled by the VietNam International Arbitration Centre (VIAC) at the VietNam Chamber of Commerce and Industry (VCCI) in HaNoi in accordance with its arbitration rules and procedures, whose award shall be final and binding by both parties. Arbitration fee and all of fees and charges relating to arbitration shall be born by the losing party.

# **ARTICLE 9: GERENAL COMMITMENT**

* This contract comes into effect since the date of signing and both parties undertake to execute strictly all the terms and conditions. All previous agreements shall become null and void.
* Any changes or amendments to this contract shall be made in writing and subject to prior approval from both parties.
* VietNam law is applicable for this contract. The Incoterms 2010 edition is applicable as terms of delivery.
* This contract is made in English language in 04 originals, two of which are retained by each party.
* Signing via fax is acceptable.

|  |  |
| --- | --- |
| **For the Seller**  **DIRECTOR**  *(signed/sealed)* | **For the Buyer**  **(DIRECTOR)**  *(signed/sealed)* |

1. [↑](#footnote-ref-2)