

COMMERCIAL CONTRACT

Contract No: BK/25-26/0001

The contract is made and come into into force on 25/01/2025 by and between:

The Seller: B K EXPORTS

Add: 90, JASODANAGAR CROSS ROAD, NR.CANAL, OPP.BARODA EXPRESS HIGHWAY, AMRAIWADI, AHMEDABAD, GUJARAT, INDIA- 380026

The Buyer: DONG THANG IMPORT EXPORT LIMITED

Add: NO 2 ZONE- DONG THANG HAMLET- TRIEU SON DISTRICT – THANH HOA PROVINCE- VIETNAM.

Tel: 0084978444516

It has been agreed the Buyer buys and the Seller sells goods on the terms and conditions stipulated as follow:

Article 1 - Commodity and Quantity

DESCRIPTIONS	Quantity (Sq.mtr)	Unit Price (USD/Sq.mtr)	Amount (USD) CIF HaiPhong, VN
POLISHED GRANITE SLABS	535,23	6,63	3,548.57
GRAND TOTAL	535,23		3,548.57

Article 2 - Specification, Quality, Packing and Marking

2.1 Specification:

- The granite stone used for construction
- One side polished
- Total quantity can be changed increase or decrease according to the actual needs of both parties and shown in the contract annex.

2.2 The contract goods are 100% brand-new

2.3 The contract goods must be enclosed with Certificate of Origin and Certificate of Quality/Quantity, Certificate of Warranty, issued by manufacturer.

2.4 The seller will take proper care while packing and ensure seaworthy packing as per international standards for export purpose.

Article 3 - Shipment and Delivery

3.1 Delivery terms: CIF Vietnam

3.2 Port of shipment:	Any seaport of India
3.3 Port of destination:	Any seaport of Vietnam
3.4 Partial shipment:	Delivery one time or many time according to each order
Transshipment:	Allowed

3.5 Shipping documents: Immediately after shipment, the Seller shall advise the Buyer by fax or email and send to the Buyer one full set of original shipping document as follows:

- Detail packing list / Invoice
- Clean Ocean Bill of Lading

Article 4 - Price

Total price/ contract amount: 3,548.57 USD CIF Haiphong, Vietnam - Incoterm 2010

Total price can be changed increase or decrease according to the actual needs of both parties and shown in the contract annex.

Article 5 - Payment

5.1 The payment shall be made in US Dollars

5.2 Payments are made according to TT under the bank account, before receiving commodity

BENEFICIARY NAME: B K EXPORTS

BANK NAME: BANK OF BARODA

BANK ACCOUNT NO: 14970200000658

SWIFT CODE: BARBINBBVAT

5.3 All Bank charges in Vietnam will be taken into the Buyer's account and into the Seller's account for charges outside Vietnam.

Article 6 - Warranty

6.1 The Seller guarantee that all goods supplied by the Seller are brand-new, unused, of the current model and incorporate all the latest improvements in design and materials. Goods supplied will be free from defects in design, material or manufacturing and can be used in the Vietnamese climate.

6.2 Warranty period: 12 (twelve) months from the date of Certificate of final acceptance of the plant, but not later than 14 (fourteen) months from the date of arrival of materials at Haiphong port.

Article 7 - Arbitration

7.1 In the course of execution of this contract all disputes not reaching an amicable agreement shall be settled by an arbitrator in VIETNAM, as accepted by both parties.

7.2 The fee of arbitration and/or other charges shall be borne by the losing party unless otherwise agreed.

Article 8 - Force Majeure

Force Majeure circumstance such as war, fire, flood, strike,etc,.. Must be notified by one party to the other within 05 days after occurrence in writing after being duly confirmed by Competent Authorities, Beyond this time frame, Force Majeure shall not be taken consideration.

For and on behalf of the buyer

For and on behalf of the seller

