

# SALES CONTRACT

DATE : 3<sup>TH</sup> JUN. 2025  
CONTRACT NO. : A-374

**BETWEEN:** THEP TIEP NHUNG COMPANY LIMITED  
HAMLET 5, KIM GIANG COMMUNE, HA NOI, VIETNAM  
HEREINAFTER CALLED "THE BUYER"

**AND:** LATTE TRADING CO., LTD.  
19-20, 3-YEAGER TOYOSAKI BEHO-KU, KYOTO 531-0072 JAPAN  
HEREINAFTER CALLED "THE SELLER"

IT HAS BEEN AGREED THAT THE BUYER BUYS AND THE SELLER SELLS THE COMMODITY AND THE TERMS AND CONDITIONS HERE UNDER:

## **ARTICLE 1: COMMODITY DESCRIPTION, QUALITY, QUANTITY & PRICE**

- COMMODITY : HOT ROLLED PICKLED AND OILED STEEL SHEET IN COILS  
HOT DIPPED GALVANIZED STEEL SHEET IN COILS
- QUALITY : 2<sup>ND</sup> GRADE
- STANDARD : JIS G3101-SS400/ JIS G3302-SGCC
- HS CODE: : 7208/7210
- SIZE : (0.37 – 3.1)MM X (710 - 1660)MM X COIL
- TOTAL QUANTITY : 102.160MTS(+/-05% AT THE SELLER'S OPTION)
- UNIT PRICE : USD 365/MT FOB INCOTERMS 2020.
- TOTAL AMOUNT : USD 37,288.40 (+/-05% AT THE SELLER'S OPTION)
- SHIPPING MARK: SELLER NAME, BUYER NAME, NUMBER OF CONTRACT, NO, MADE IN JAPAN.

**ARTICLE 2: ORIGIN** : JAPAN

## **ARTICLE 3: SHIPMENT**

- SHIPMENT: ALL THE GOODS MUST BE LOADED ON BOARD AFTER RECEIPT OF WORKABLE L/C
- THE LATEST DATE OF SHIPMENT: 10<sup>TH</sup> JUL. 2025. THE GOODS WILL BE SHIPPED BY CONTAINER.
- PACKING : STANDARD EXPORT PACKING
- PORT OF LOADING : ANY JAPANESE PORT
- PORT OF DESTINATION : HAI PHONG PORT, VIETNAM
- PARTIAL SHIPMENT : NOT ALLOWED
- TRANSSHIPMENT : ALLOWED
- INSURANCE : TO BE COVERED BY THE BUYER

## **ARTICLE 4: PAYMENT**

- BY 100% IRREVOCABLE L/C AT SIGHT ISSUED ON 10<sup>TH</sup> JUN. 2025
- BENEFICIARY : LATTE TRADING CO., LTD.
- BANK OF LC : A BANK OF VIETNAM
- ADVISING BANK : SUMITOMO MITSUI BANKING CORPORATION  
TOYONAKA BRANCH
- ADD : 19-20, 3-YEAGER TOYOSAKI BEHO-KU, KYOTO 531-0072 JAPAN  
SWIFT CODE : SMBCJPJT
- L/C EXPIRY DATE : WITHIN 21 DAYS AFTER SHIPMENT.
- PERIOD FOR PRESENTATION IN DAYS: NOT EARLIER THAN 5 DAYS AND NOT LATER THAN 21 DAYS AFTER SHIPMENT DATE BUT WITHIN THE VALIDITY OF THE CREDIT

## **ARTICLE 5: DOCUMENTS**

- SIGNED COMMERCIAL INVOICE IN TRIPPLICATE.
- DETAILED PACKING LIST IN TRIPPLICATE.
- CERTIFICATE OF QUANTITY AND QUALITY ISSUED BY BENEFICIARY.

- FULL SET (3/3) OF CLEAN SHIPMENT ON BOARD ORIGINAL B/L MARKED FREIGHT PREPAID, CONSIGNMENT TO THE ORDER BANK, NOTIFIED TO APPLICANT, B/L MUST BE SHOW TAX CODE: 0107082950 AND HS CODE OF COMMODITY, NOT SHOW SIZE.
- CERTIFICATE OF ORIGIN ISSUED BY ANY CHAMBER OF COMMERCE & INDUSTRY IN JAPAN 03 ORIGINALS SHOW HS CODE, NOT SHOW SIZE.
- INSPECTION CERTIFICATE ISSUED BY BENEFICIARY IN 03 ORIGINALS SHOWING THE STANDARD AND CHEMICAL COMPOSITION.
- ONE OF SET OF NON-NEGOTIABLE SHIPPING DOCUMENTS WILL BE SENDING TO BUYER IMMEDIATELY BY EMAIL.

#### **ARTICLE 6: INSPECTION**

- THE BUYER, AT THEIR OWN COST, SHALL HAVE THE GOODS INSPECTED BY SGS AT THE DESTINATION HAI PHONG. THE SGS'S CERTIFICATE WILL BE PRESENTED TO THE SELLER IF SHORT/OVER WEIGHT FOUND OR NOT.
- IN CASE OF SHORT WEIGHT CLAIM, THE BUYER SHALL NOTIFY THE SELLER BY TELEX OR FAX WITHIN 14 DAYS OF COMPLETION OF DISCHARGE AT HAI PHONG. THE ORIGINAL SGS INSPECTION REPORT WITH FULL DETAILS TO BE PRESENTED WITHIN 30 DAYS AFTER DATE OF COMPLETION OF DISCHARGE AT HAI PHONG.
- IN CASE BUYER DOES NOT MAKE A CLAIM WITHIN THE ABOVE-MENTIONED PERIOD, THEY WILL FORFEIT A RIGHT TO SUBMIT ANY CLAIM.

#### **ARTICLE 7: PENALTY**

- IN CASE L/C CANNOT BE OPENED ON TIME AS STIPULATED IN THIS CONTRACT, THE SELLER SHALL HAVE THE OPTION TO CANCEL THE CONTRACT AND THE BUYER HAS TO PAY PENALTY OF 5% CONTRACT VALUE TO THE SELLER'S ACCOUNT (TO BE ADVISED LATER) WITHIN 30 WORKING DAYS AFTER THE LATEST DATE OF ISSUING L/C.
- IN CASE DON'T DELIVERY HAPPENS AFTER OPENED LC (IF ANY) SELLER MUST PAY PENALTY OF 5% CONTRACT VALUE.

#### **ARTICLE 8: ARBITRATION**

ANY DISCREPANCY AND OR DISPUTE ARISING IN OUR COMMERCE WITH THIS CONTRACT, IF NOT BEING SETTLED AMICABLE, SHALL BE REFERRED TO THE VIETNAM INTERNATIONAL ARBITRATION CENTRE FOR THE FINAL SETTLEMENT. THE DECISION TAKEN BY THIS ARBITRATION WILL BE FINAL.

#### **ARTICLE 9: GENERAL CONDITION**

THIS CONTRACT IS SIGNED BY EMAIL & FAX AND COMES INTO EFFECT FROM SIGNING DATE. ANY AMENDMENT AND ADDITIONAL CLAUSE TO THESE CONDITIONS SHALL BE VALID ONLY IF MADE IN WRITING FORM AND CONFIRMED BY BOTH SIDES. TERMS AND CONDITIONS OF INCOTERMS 2010 ARE APPLICABLE.

**FOR THE BUYER**

**FOR THE SELLER**