

# SALES CONTRACT

DATE : 17<sup>TH</sup> JUL. 2025  
CONTRACT NO. : TV250702

**BETWEEN:** THEP TIEP NHUNG COMPANY LIMITED

ADD: HAMLET 5, KIM GIANG COMMUNE, HA NOI, VIETNAM  
TAX CODE: 0123456789  
HEREINAFTER CALLED "THE BUYER"

**AND:**

**CHERRY CO., LTD**

4-6, MINAMINO MACHI 4-CHOME, EDOGAWAKU, OSAKA 133-0065, JAPAN  
HEREIN AFTER 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 : SECONDARY HOT DIPPED GALVANIZED STEEL COILS
- STANDARD : JIS G3302-SGCC
- HS CODE : 721049
- QUALITY : 2<sup>ND</sup> GRADE
- + SIZE : (0.5-1.2)MM X (621-1800)MM X C// 285.760 MTS
- + SIZE : 1.4MM X (755-1258)MM X C// 12.030 MTS
- + SIZE : (1.6-2.0)MM X (750-1312)MM X C// 22.250 MTS
- TOTAL QUANTITY : 320.040 MTS (+/-05% AT THE SELLER'S OPTION)
- UNIT PRICE : USD 535/MT CFR ANY JAPANESE PORT
- TOTAL AMOUNT : USD 171,221.40 (+/-05% AT THE SELLER'S OPTION)
- SHIPPING MARK : **COMMODITY, STANDARD, CONTRACT NO., COIL NO., MADE IN JAPAN, BUYER NAME, SELLER.**

NAME.

**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: **05<sup>TH</sup> SEP. 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 **26<sup>TH</sup> JUL. 2025**
- BENEFICIARY : CHERRY CO., LTD
- ADVISING BANK : MIZUHO BANK NISHIKASAI BRANCH
- SWIFT NO : MHCBJPJT
- L/C EXPIRY DATE : WITHIN 21 DAYS AFTER SHIPMENT
- PERIOD FOR PRESENTATION IN DAYS: DOCUMENTS TO PRESENTED WITHIN 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, CONSENTED TO THE ORDER BANK, NOTIFIED TO APPLICANT.
- CERTIFICATE OF ORIGIN **FORM JV** ISSUED BY ANY CHAMBER OF COMMERCE & INDUSTRY IN JAPAN SHOWING INVOICE NUMBER AND H.S CODE (01 ORIGINAL AND 02 COPIES).
- INSPECTION CERTIFICATE ISSUED BY BENEFICIARY IN 03 ORIGINALS SHOWING STANDARD AND CHEMICAL COMPOSITION.
- ONE OF SET OF NON NEGOTIABLE SHIPPING DOCUMENTS WILL BE SENDING TO BUYER WITHIN 5 DAYS AFTER SHIPMENT BY EMAIL.
- FULL SET OF ORIGINAL INSURANCE POLICY/CERTIFICATE IN ASSIGNABLE FORM AND ENDORSED IN BLANK FOR NOT LESS THAN 110 PCT OF SHIPPED GOODS VALUE, INDICATING TOTAL NUMBER OF ORIGINALS ISSUED, SHOWING CLAIM PAYABLE IN VIETNAM IN THE INVOICE CURRENCY AND NAME OF SURVEY AGENT AND SETTLE AGENT IN VIET NAM, COVERING RISKS UNDER THE FOLLOWING INSTITUTE CARGO CLAUSES A

#### **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 AFER 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**