**SALES CONTRACT**

No.: MA-DK 05112021; Date: 05 Nov 2021

**BETWEEN**

Name : **MINH ANH PRODUCTION TRADING & EXPORT IMPORT JOINT STOCK**

Add : 520 Truong Dinh Str,Tan Mai Commune, Hoang Mai Dist., Hanoi, Vietnam

Tel : +84-944 635 999 Email: info@xnkminhanh.com

*Hereinafter called the Seller*

**AND**

Name :

Add :

Tel : Fax:

*Hereinafter called the Buyer*

The two parties agreed to sign the Sales Contract under these terms and conditions as follows:

**Article 1.** **COMMODITY - SPECIFICATION - QUANTITY – AMOUNT**

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| --- | --- | --- | --- | --- | --- |
| **Item** | **Specification** | **Packing** | **Quantity**  **(PCS)** | **DDP Japan (USD/PCS)** | **Amount**  **(USD)** |
| Duffel Top &  Discharge Spout, 2-  bottom loops Jumbo  Bag | Dimension: Ø115\*H120cm (±2cm)  - Beige color - no PE coating, no printing.  - Inlet skirt: 85cm(H), tying tape:  2cm\*120cm, from the top 25cm  - 2 lifting belts: 7cm(W), sewing from 4bottom corners, 68cm(H), reinforcement length: 30cm  - Spout bottom Ø60cm \* H50cm, star -sewing, tying tape: 120cm(L), from bottom 25cm.  - Holding rope, stopper: 4cm (L), with bottom spout cover  - Pocket enclosed  - GW: 1,66 kgs (± 5%) | 50 pcs | 50 | 17.3 | 865 |
| **TOTAL** | | | | | **865** |
| **In Words: Us Dollar Eight hundred and sixty-five only.** | | | | | |

**Article 2. DELIVERY:**

- For transportation to: Fukushima, 969-0304, Japan

- Shipment date: Prompt by Air freight

- Term of delivery: Japan (Incoterms 2020)

**Article 3. PACKING AND SHIPPING MARK:**

- Packing: 50pcs

- Shipping Mark: To be advised later

**Article 4. PAYMENT:**

Payment will be made by T/T upon receiving copy shipping documents by email in favor of the Seller through:

**BANK:**

BANK FOR FOREIGN TRADE OF VIETNAM (Vietcombank) – Linh Dam Branch

Address: Unit CC2, Bac Linh Dam, Dai Kim, Hoang Mai District, Hanoi, Vietnam

Swift: BFTVVNVX

**Beneficiary:**

MINH ANH PRODUCTION TRADING AND EXPORT IMPORT JOINT STOCK

Add: 520 Truong Dinh Str., Tan Mai Commune, Hoang Mai Dist., Hanoi City, Vietnam

Account No.: 1023 586 362

CIF No.: 21395798

**Article 5.** **LICENSES, DUTIES AND TAXES:**

Except as otherwise provided herein, all import permits and licenses and the import duties, customs fees and all taxes levied by any government authority other than the Seller’s country shall be the sole responsibility of the Buyer.

**Article 6. FORCE MAJEURE:**

The time for the performance of the Seller’s obligations set forth in this Contract shall be automatically extended for a period equal to the to the duration of any non-performance arising directly or indirectly from Force Majeure events including but not limited to fire, flood, earthquake, typhoon, natural catastrophe, and all other contingencies and circumstances whatsoever beyond the Seller’s reasonable control preventing, hindering, or interfering with the performance thereof.

The Seller so prevented by force majeure shall in reasonable time inform the Buyer by cable or telex of the occurrence of force majeure and within one month by air mail a relevant certificate issued by competent authorities as evidence there-of, If the non-performance lasts for more than sixty (60) days, the parties shall immediately consult together in an effort to agree upon a revised Contract basis. If the Parties are unable to arrive at a mutually satisfactory solution within one hundred and twenty (120) days from the beginning of such Force Majeure, then either of the Parties may terminate the Contract in respect of the unexecuted portion of the Contract.

**Article 7. CLAIMS**

Should the quality, quantity and/or specification of the commodity be found not in conformity with the description set out in Clause one, the Seller agrees to examine any claim, which shall be supported by a report issued by a reputable surveyor approved by the Seller. Claims concerning quality shall be made in writing within 60 days after the arrival of the goods at the port of destination. Claims concerning quantity and/or specification shall be made in writing within 60 days after the arrival of the goods at the port of destination. In no event shall the Seller be liable for lost profits, delay, injury to goodwill or any special or consequential damages howsoever any of the same are caused.

The Seller’s liable for any and all losses or damages of whatsoever nature resulting from any causes whatsoever shall in no event exceed the portion of the Total Contract Price attributable to commodity in respect of which the claim is made, or at the election of the Seller, he repairs or replacement of such commodity.

**Article 8. ARBITRATION:**

All the disputes, controversies, or differences which may arise between the parties, out of or in relation to or in connection with this contract of the breach thereof if cannot reach an amicable agreement, shall settled at Vietnam International Arbitration Center attached to Vietnam Chamber of Commerce and Industry (VCCI). The award rendered by this arbitration will be the final & binding on both parties concerned. The language of the arbitration shall be English. All fees & expenses occurred in this arbitration shall be borne by the losing party.

Terms & conditions of INCOTERMS 2020 edition are applicable.

Any amendments or addition to this Sales Contract shall only be valid if made in writing and duly signed by authoritative representatives of both parties. This contract is made in 02 (two) copies in English, which are equally valid. Each party keep 01 (one) copy.

**Article 9. WARRANTY:**

Seller warrants the quality, merchantability, and fitness of the goods. In the event of any defect in quality, merchantability and/or fitness of the goods or shortage in quantity, Buyer may make a claim in writing with description of such defects or shortage as soon as practicable after the unpacking of the goods at the office, factory, warehouse, or other facilities of the final user.

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| **THE BUYER**  DAIKI ALUMINIUM INDUSTRY CO., LTD | **THE SELLER**  MINH ANH PRODUCTION TRADING & EXPORT IMPORT JSC |
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