

From **SUPER MATERIALS ONE MEMBER COMPANY LIMITED** Address: 201/15 Le Van Viet Str., Hiep Phu Ward, Dist. 9, Ho Chi Minh City, Vietnam
Tel: +84 98 9944 746 | Fax: -
Email: info@ss-materials.com
Postal Code: 700000

To **JOHNSON METALL AB** Address: Stålgatan 15, SE-703 63 Orebro, Sweden
Tel: +46 (0)19 17 51 07 | Fax:
Email: eva-britt.frimodigh@johnson-metall.com

Attention: Eva-Britt Frimodigh

Order No.: 11692

PO No.: **030519/PO/SM-JM**

Date: May 03, 2019

Page(s): 03 pages

PURCHASE ORDER

No.	Description	Origin	Unit	Q'ty	U. Price (EUR/pc)	T. Price (EUR)
1	Alloy JM 3, Round Bar, 152mmOD x 155mmLg	Sweden	Pc	01	393.93	391.46
	Certificate SS-EN 10204-3.1 JMD (Chemical & Mechanical, Properties + Brinell Hardness)	-	Pc	01	342.26	342.26
	Cutting cost	-	Pc	01	17.28	17.28
TOTAL PRICE – ExWork Örebro, Sweden						751

(In words: Seven hundred and fifty one Euros).

This price is firm and not subject to any alteration during the execution of this Purchase Order.

GENERAL TERMS AND CONDITIONS FOR PURCHASE ORDER

1. DEFINITIONS

- 1.1. BUYER shall mean SUPER MATERIALS COMPANY LIMITED named in the Purchase Order.
- 1.2. SELLER shall mean any firm, company or entities the Purchase Order is issued to.

- 1.3. Goods shall mean the goods, commodities to be purchased as stipulated in the Purchase Order.
- 1.4. Purchase Order shall mean an order issued by BUYER for ordering or purchasing of goods. Unless otherwise agreed in writing, Purchase Order shall take effect from the date upon confirmation.
- 1.5. The trade terms herein used **FCA Örebro, Sweden**, Incoterms 2010.

2. DELIVERY TIME

- 2.1. Within 05 days from the order date.
- 2.2. The SELLER must keep above delivery time. If it doesn't meet BUYER's requirement, BUYER will cancel the Purchase Order and SELLER must refund all payment that received from BUYER.

3. PACKING, MARKING AND DOCUMENTATION REQUIREMENT

- 3.1. GOODS shall be packed in standard wooden pallet.
- 3.2. SELLER is fully responsible for any kind of losses and/or damages of GOODS and/or costs and expenses incurred by the BUYER arising out from improper or insufficient packing, protection or conservation extra transportation and warehouse expenses incurred in connection with sending GOODS to the wrong address due to incomplete or incorrect marking.
- 3.3. Mark material grade, heat number, manufacturer and origin on the bar.

4. TERMS OF PAYMENT AND DOCUMENTS

- 4.1. BUYER shall make payment by **telegraphic transfer (T/T) for 100% in advance** of the total Purchase Order's value to the SELLER's account. All banking expenses inside Vietnam are covered by BUYER. All banking expenses outside Vietnam are covered by SELLER.
- 4.2. Currency using in the transaction is Euro.
- 4.3. SELLER shall scan following documents and send **to email: info@ss-materials.com** as soon as possible but no later than 03 working days before shipment date and also send these original following documents **via express** to the address *201/15 Le Van Viet Str., Hiep Phu Ward, Dist. 9, Ho Chi Minh City, Vietnam; Postal code 700000*.
 - Commercial Invoice: 01 original
 - Packing List: 01 original
 - Certificate SS-EN 10204-3.1: 01 original

5. QUALITY/QUANTITY DISCREPANCY

- 5.1. The SELLER is requested to ensure the good quality of above-mentioned commodities. BUYER will refuse any defectives which do not meet BUYER's requirements.
- 5.2. The SELLER confirms that result of the sample cutting from goods come made by SGS Vietnam will be within the min-max value according to the ASTM standard, as well as the mill test certificate/test report provided by SELLER.
- 5.3. In case the quality and/or quantity weight is found by the BUYER to be not in conformity with the Purchase Order after arrival of the goods at the port of destination, the BUYER

may lodge claim with the SELLER supported by survey report issued by an inspection insurance company and/or the shipping company is to be held responsible. Claim for quality/quantity/weight discrepancy should be filled by the BUYER within 03 days after the arrival of the goods at the port of destination. The SELLER shall, after receipt of the notification of the claim, send the reply to BUYER immediately.

6. CONFIDENTIALITY

- 6.1. Any Purchase Order issued by the BUYER shall be treated as confidential and in particular, the SELLER shall not make use of the BUYER's name or the name of any companies associated with the BUYER for publicity purposes without the prior written consent of the BUYER.
- 6.2. Furthermore, all designs, drawings, specifications and information which may be supplied in connection with the Purchase Order are confidential and must only be used for the purpose of the Purchase Order.

CONFIRMATION OF BUYER



GIÁM ĐỐC
Nguyễn Văn Phú

CONFIRMATION OF SELLER



**JOHNSON
METALL AB**