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| --- | --- | --- |
| From | **SUPER MATERIALS 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: -  Postal Code: 700000 |
| To | **IPP SCOMARK SINGAPORE PTE LTD** | Address:Block 5008 Ang Mo Kio Avenue 5 #04-09/16, Techplace II, 569874 Singapore  Tel: ………. | Fax: ………. |
| Attention: | ………. | |
| Sales Contract No.: **250319/SC/SM-IPP**  Date: March 25, 2019 | | |
| Page(s): 03 pages | | |

**SALES CONTRACT**

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| --- | --- | --- | --- | --- | --- | --- |
| **No.** | **Description** | **Origin** | **Unit** | **Q’ty** | **U. Price (USD/pc)** | **T. Price (USD)** |
| 1 | Seamless Pipe A312-UNS S31254 NPS ½ (DN15) x 40S x 1.5m Lg | Spain | Pc | 01 | **-** | **-** |
| **TOTAL PRICE – Ex works Holland** | | | | | | - |

*(In words: …).*

*This price is firm and not subject to any alteration during the execution of this purchase order.*

**GENERAL TERMS AND CONDITIONS FOR PURCHASE ORDER**

# DEFINITIONS

## Buyer shall mean PG COMPANY LIMITED named in the Purchase Order.

## Seller shall mean any firm, company or entities the Purchase Order is issued to.

## Goods shall mean the goods, commodities to be purchased as stipulated in the Purchase Order.

## 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.

## The trade terms herein used, EXW Singapore, Incoterms 2010 shall be constructed or interpreted in accordance with Incoterms 2010, ICC unless otherwise agreed.

# DELIVERY TIME

## Within 4-5 working days upon receipt of full payment.

## The Seller must keep above delivery time. If it doesn't meet Buyer's requirement, Buyer will cancel the PO and Seller must refund payment that received from Buyer.

# PACKING, MARKING AND DOCUMENTATION REQUIREMENT

## GOODS shall be delivered in the standard packing *(normal wooden pallet).*

## 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.

## Markings shall be as follows:

|  |  |  |
| --- | --- | --- |
| Consignee | : | PG COMPANY LIMITED |
| Address | : | 187/7 Dien Bien Phu Street, Da Kao Ward, District 1, Ho Chi Minh City, Vietnam |
| Attn | : | Mr. Phu Nguyen |
| Tel | : | (+84) 98 9944 746 |
| Fax | : | (+84) 2838 2305 99 |
| Contract No. | : | …-2018/PO/PG-… |

## In addition, the package shall be marked to show brief description of contents (01), net weight of contents (02), gross weight of contents dimensions (03), and invoice number (04).

# TERMS OF PAYMENT AND DOCUMENTS

## Buyer shall make payment by telegraphic transfer (T/T) for 100% 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.

## Currency using in the transaction is USD.

## Seller shall send following documents **via email** as soon as possible but no later than 03 working days before shipment date and also send these **original** following documents via express.

## Fully signed commercial invoice with total price issued by the Seller: 02 original

* Packing list showing the content of each case or lot, dimension, gross and net weight: 02 original
* Bill of loading: 01 original
* Certificate of Origin (CO) from chamber of commerce: 01 original
* Certificate of Quality (CQ) issued by Manufacturer: 01 original

# QUALITY/QUANTITY DISCREPANCY

## The Seller is requested to ensure the good quality of above-mentioned commodities. Buyer will refuse any defectives which don't meet Buyer's requirements.

## 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 and specifically the quality defined in the COA, 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 discrepancy should be filled by the Buyer within 07 days after the arrival of the goods at the port of destination, while for quantity/weight discrepancy claim should be filled by the Buyer within 07 days after the arrival of the goods at the port of destination. The Seller shall, within 07 days after receipt of the notification of the claim, send the reply to Buyer.

## The Seller confirms that Quatest result of the sample cutting from goods will be within the min-max value according to the ASTM standard as well as in the provided technical from Seller.

# CONFIDENTIALITY

## Any Purchase Order placed 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.

## 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** | **CONFIRMATION OF SELLER** |