**SOCIALIST REPUBLIC OF VIETNAM**

**Independence – Liberty – Happiness**

**-----oOo-----**

**OFFICE IMAGING PRODUCT SALES CONTRACT**

**Type of warranty services: … months**

**No.: SALE\_TGA/…………./…………**

**Pursuant to:**

* Civil Code No. 91/2015/QH13 passed by the National Assembly of the Socialist Republic of Vietnam dated November 24th, 2015;
* Commercial Law No. 36/2005/QH11 passed by the National Assembly of the Socialist Republic of Vietnam dated June 14th, 2005;
* Basing on the demands and abilities of the parties,

Today, , 20.. , the representatives of Parties include:

**Party A : LBM INVESTMENT JOINT STOCK COMPANY**

### Địa ch Address : Level 14, HM Town Building, 412 Nguyen Thi Minh Khai, Ward 5, District 3, HCMC

Tel : (84-28)3838 6666 - Fax : (84-28)3837 6666

Tax code : 0308783233

Represented by : Mr. Nguyen Quoc Hoang

Position : General Director

**Party B :**

Date of birth :

ID No : Issued Date: Issued:

Address :

Tel : Email:

After discussing, the parties agree to enter into the contract under the following provisions:

## ARTICLE I: PARTY A PROVIDES PARTY B WITH TYPES OF GOODS UNDER THE FOLLOWING LIST:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **No.** | **Item** | **Unit** | **Qty** | **Unit Price (Vnđ)** | **Amount (Vnđ)** |
| 1 |  |  |  |  |  |
|  |  |  |  |  |  |
| **VAT** | | | | |  |
| **Total amount (VND)** | | | | |  |

**ARTICLE II: SPECIFICATIONS OF GOODS AND WARRANTY CONDITIONS:**

1. **Specifications of goods:**

Goods provided by Party A shall be: 100% brand-new in intact packing, in original status, with proper Manufacturer’s specifications.

# Delivery of goods:

### Party A is responsible for delivery and installation to Party B at the address:………………………………

* 1. After the goods delivery, Party A shall not be responsible for any issue arising from or relating to errors in quantity or the overall status of the goods (unless otherwise stated in the warranty documents).

## ARTICLE III: CONTRACT TERMS

The term of total guarantee agreement shall be 12 months as of the date of signing Minutes of Goods Handover.

# ARTICLE IV: MONTHLY SERVICE FEE

1. **Monthly minimum charge: …………VND/ month (exclusive VAT)**

|  |  |  |
| --- | --- | --- |
| **Print** | **Print Price/vnđ** | **Free prints/month** |
| BK A4 |  |  |
| CL A4 |  |  |

1. **Method of calculation:**

Monthly print is calculated as follows:

# Number of monthly prints = (counter value in the current month) – (counter value in the previous month) - (monthly free copies if any).

* + Monthly print charge = (Print Price) x (Number of monthly prints).
  + Total amount of monthly payment = (Monthly print charge) + (Monthly minimum charge).

1. **Unit price as mentioned above does not include VAT.**

**ARTICLE V: CONDITIONS FOR THE OPERATING QUALITY OF MACHINERY**

**Party A:**

### Shall ensure the machine is always operated in good condition, in case there is any technical incident, Party A's technician shall repair the machine to resume its normal operation.

### Shall provide free-of-charge maintenance and repair services, replacement parts, and toner (except for paper).

# Party B:

1. Shall ensure that the machine is operated at the correct capacity as specified by the manufacturer: Max …… copies/ month.

### Shall operate the machine properly, use standard paper, and prevent any foreign object from falling into the machine.

### Shall not carry out the repair work arbitrarily nor engage any technician who is not authorized by Party A to do the repair work.

## ARTICLE VI: PROVISIONS FOR REPLACING SPARE PARTS AND REPAIR COSTS

**Party B:** Shall pay Party A all the costs of repair and replacement parts in case of the following damages:

### Problem caused by the machine operator; or the machine has been repaired by a party other than Party A’s technician.

### Unstable power supply, fire, thunder strike, flood, explosion, and other natural disasters.

### Foreign objects (staples, paper clips, insects, liquids...) which fall into the machine.

## Party A:

### Inspect and quote labor charge and replacement parts at favorable prices.

### Carry out part replacement with parts supplied by LBM.

## ARTICLE VII: CONDITIONS TO BE MET IN REPAIR AND MAINTENANCE

**Party B:** Shall be responsible for notifying clearly damages to Party A via **1900558809**

## Party A:

### Repair and maintenance period from **Mondays** through **Fridays** (except for Saturday afternoons, Sundays and national holidays).

1. Morning: **8:00** to **12:00**, Afternoon **13:00** to **17:00**

### Response time:

* Within urban area: 0-2 hours (excluding travelling time) from the time Party B gives notice.
* Outside urban area: To be negotiated case by case.

# ARTICLE VIII: METHOD AND TERM OF PAYMENT

1. **Payment method:** In Cash Bank transfer

## Payment recipient :

Account Holder : LBM INVESTMENT JOINT STOCK COMPANY

Account No : At Bank :

1. Term of payment:

### Party B shall pay Party A the total 100% contract value at Article 1 right after the parties complete the delivery process and sign off the minutes of goods delivery.

### Service fees: On a monthly basis, Party B shall make payment to Party A **within …. days** after receiving Party A's valid invoice.

## ARTICLE IX: LIQUIDATED DAMAGES

### If Party B fails to fully perform the payment obligations specified in the contract, Party A is entitled to recover the machine.

### If a Party terminates the warranty service contract prematurely, such Party shall pay the other Party a charge equivalent to the monthly minimum charge multiplied by the remaining months.

## ARTICLE X: GENERAL PROVISIONS

### Both Parties undertake to observe the terms and conditions herein stated. If issues arise from the Contract, the Parties will discuss and make supplementation in the spirits of conciliation, goodwill and cooperation. In the case the dispute cannot be solved by the Parties, the dispute will be escalated toa competent People’s Court for resolution.

### This contract is made in 04 copies, each party keeps 02 copies with equal legal validity from the date of signing. In the case of a bilingual contract, the translation is for reference only.

|  |  |
| --- | --- |
| **ON BEHALF OF PARTY A** **NGUYEN QUOC HOANG** | **ON BEHALF OF PARTY B** |