# SALES CONTRACT

No. : ${so\_hop\_dong}

Date: ${ngay\_lap\_hop\_dong}

**THE SELLER:** **${ben\_a}**

**${dia\_chi\_ben\_a}**

**Tel No.: ${sdt\_ben\_a}**

**Representative: ${dai\_dien\_ben\_a} - Position: ${chuc\_vu\_dai\_dien\_ben\_a}**

(POA NO ${giay\_uy\_quyen\_ben\_a})

**THE BUYER: ${ben\_b}**

**${dia\_chi\_ben\_b}**

${block\_sdt\_ben\_b}

**${sdt\_ben\_b}**

${/block\_sdt\_ben\_b}

${block\_dai\_dien\_ben\_b}

**${dai\_dien\_ben\_b}**

${/block\_dai\_dien\_ben\_b}

*After discussion, both parties agree to sell and purchase the commodities on the following terms and conditions:*

***1. COMMODITY-QUANTITY-PRICE:***

|  |  |  |  |
| --- | --- | --- | --- |
| Commodities | ***Quantity (KG)***  ***(+/-10%)*** | ***Unit price***  ***USD/KG***  ***${CPT}*** | ***Amount USD***  ***(+/-10%)*** |
| ${san\_pham} | ${so\_luong} | ${don\_gia} | ${thanh\_tien} |
| ***Total amount in USD ${total\_amount} DAP Wallace NC, USA – ${cpt}*** | | | |

**2. ORIGIN, BRANDNAME, PACKING , QUALITY:**

Origin : VietNam Brandname : CENTURY   
Packing : ${dong\_goi}

Quality: ${chat\_luong}

# Plan:

|  |  |  |
| --- | --- | --- |
| ${wk} | ${container} | |
| Quantity (KG) | ${quantity} |
| Unit price (USD/KG) | ${unit\_price} |
| Amount (USD) | ${amount} |

**3 . SHIPMENT TERMS:**

${block\_giao\_tung\_phan}

${giao\_tung\_phan\_tieng\_anh}

${/block\_giao\_tung\_phan}

${block\_trung\_chuyen}

${trung\_chuyen}

${/block\_trung\_chuyen}

Loading Port : ${loading\_port} Discharging Port: ${discharg\_port}

Shipment :${thoi\_gian\_giao\_hang}.

Delivery to: **1118 North Teachey Rd, Wallace NC 28466**

**4. PAYMENT:** Payment to be effected by T/T not less than 10 working days before the delivery date which is stipulated on the JIT Delivery Schedule Line pursuant to Scheduling agreement number as well as Corporate Base PO number #497317 which is certified by Lear Corp’s

Banking charges is under buyer’s account (in Viet Nam & outside Viet Nam).

Beneficiary : **${chu\_tai\_khoan}.**

Beneficiary’s bank A/C No: **${so\_tai\_khoan\_ben\_a}**

**5. CLAIMS:**

- The buyer shall inform the seller within 30 days of delivery if there is any physical damage to the shipment

- The seller shall be responsible for any quality issues that has been identified to have a root cause associated with the physical properties of the yarn or the yarn manufacturing process.

- Disclaimer: which is force Majeure such as any situation that delays of shipping vessel, any prohibits to import in USA or additional taxes due to political issue

**6. GENERAL:**

- Lear Corp shall always take all responsibility for the yarn quantity listed on Purchase Order and JIT Delivery Schedule Line and any cancellations or changes by Lear Corp shall not be accepted with the exception of when there a yarn quality issue and supporting date confirming the root cause to be yarn production in which case, Lear has the right to cancel/ modify the orders reflected on the Release. The seller has the right to request compensation of raw material preparation (such as PET chip, oil, and paper tubes) and production of the Goods which are reserved and required to produce for Lear Corp’s order.

- The buyer shall be responsible for import tax, anti-dumping tax (if any), and import customs clearance in USA under DAP terms. Any demurrage charges that arise from a Customs delay will be evaluated on a case-by-case basis. The Buyer will not be responsible for any demurrage charges where the root cause for the demurrage charge is determined to one of the below

a) The supplier or the freight forwarder did not submit documents to Lear’s customs broker per Lear’s required timing. Included in Annex. (Subjected to change and the Century will be notified)

b) Delays caused by Century’s freight forwarder including but not limited to delay or unavailability of inland carrier

* The seller will buy insurance for the shipped cargo at 110% of seller’s invoice value, all other additional cost such as importation expenses, and tax (if any) is not covered by the insurance, please note that this is at the risk of buyer.

**7.VALIDITY:**

This contract is signed by fax and made into ${so\_ban\_in} English copies of the same value and comes into effect from the date of signing to ${ngay\_het\_han\_hop\_dong}. Any change or amendment must be in writing form with mutual agreement to become effective.

**FOR THE SELLER**  **FOR THE BUYER**



