



上海力升机械设备有限公司

Shanghai Lisen Machinery Co., Ltd.

Add.: No. 158 Hepeng Road, Qingpu District, Shanghai 201700, China

Website: www.lisnmachinery.com

Email: jason@lisen-machinery.com

货物出口合同

Sales Contract

合同号 (S/C No.): 21LS1202

日期 (Date): Dec. 2th, 2021

卖方(Seller): Shanghai Lisen Machinery Co., Ltd.

地址(Address): No. 158 Hepeng Road, Qingpu District, Shanghai, China

电话(Tel): 0086-21-59741866

买方(Buyer): DAI NGHIEP LONG AN JOINT STOCK COMPANY

地址(Address): T580 Ap 4 XA DUC HOA ĐÔNG. DUC HOA LONG AN - HCM city - Vietnam

电话(Tel): 0084-2723817162

买卖双方经协商同意按下列条款成交:

The undersigned Seller and Buyer have agreed to close the following transactions according to the terms and conditions set forth as below:

No.	Description of Goods	Qty.	Unit Price	Subtotal
			FOB Shanghai, China	
1	Car Mat Vacuum Forming Machine ACF-710 Max forming area: 1300×1700 mm Forming height: 300 mm Max power consumption: 80KW CE certificate	1 SET	USD 47,000	USD 47,000
2	Car Mat Vacuum Forming Mold	4 PCS	USD 2,120	USD 8,480
	In Total FOB Shanghai Value		USD 55,480	
	Ocean Freight		USD 3,000	
	In Total CIF CAT LAI, HCM		USD 58,480	
SAY TOTAL: US DOLLARS FIFTY-EIGHT THOUSAND, FOUR HUNDRED AND EIGHTY ONLY				
Port of Loading: Shanghai, China		Port of Destination: CAT LAI, HCM, Vietnam		
Please refer to the Appendix of this Sales Contract (Sales Contract No.: 21LS1202) for detailed technical specifications. Appendix number: APP21LS1202				



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1. 生产期限 (Time of Production):

设备收到定金后 120 天内完成生产, 并通过验收。

Machine shall be finished & passed Factory Acceptance Test which organized by seller within 120 days after the Seller received the advance payment.

2. 付款条件 (Terms of Payment):

电汇。生产前付 30% 预付款, 出货前全款付清。

By T/T. 30% of total value should be paid in advance. The balance to be paid before the shipping.

3. 银行信息 (Bank Details)

BENEFICIARY: SHANGHAI LISEN MACHINERY CO., LTD.

ADDRESS: ROOM 307, ZONE N, 3RD FLOOR, BUILDING 3, NO.349,

XICHEN STREET, JINZE TOWN, QINGPU DISTRICT, SHANGHAI, CHINA

BANK: AGRICULTURAL BANK OF CHINA

BANK ADDRESS: 33F, ABC TOWER, NO.9 YINCHENG ROAD, PUDONG NEW AREA, SHANGHAI 200120 CHINA

ACCOUNT NO.: 09111314040018112

SWIFT CODE: ABOCCNBJ090

POST CODE: 315000



3. 迟延交货责任 (Liability For Delayed Delivery):

如果卖方未能按合同规定及时交货(除了本合同第 9 条款所言的不可抗力), 买方同意在卖方付罚金的前提下迟交货。罚金按每日 250 美金计算, 如果卖方未能于合同规定的交货期之后的二周内发运, 买方有权取消该合同, 除此之外, 卖方仍要将有关罚金和卖方已从买方收到的付款金额不加拖延地付给买方。

Should the Seller fail to make shipping on time as stipulated in the Contract, with exception of Force Majeure causes specified in Clause 9 of this Contract, the Buyer shall agree to postpone the shipping on condition that the Seller agree to pay a penalty which shall be deducted by the paying bank from the payment. The penalty is USD 250 per day. In case the Seller fail to make shipping two weeks later than the time of shipment stipulated in the Contract, the Buyer shall have the right to cancel the contract and the Seller, in spite the cancellation, shall still pay the aforesaid penalty & the payment value which Seller received from Buyer already to the Buyer without delay.

4. 迟延提货及迟延付款时的责任 (Liability For Delayed Picking up & Delayed Payment):

如果买方未按期提货, 未支付到期款项, 卖方有权从该款项到期应支付之日起对该笔款项计算利息。除非另有约定, 利息率为 5%。余款的支付必须按照迟延付款时的当天汇率结算。

买方若在规定提货时间的 2 个月后提货, 需支付卖方仓储费。

买方若超过提货时间的半年内未提货, 卖方将视为买方放弃提货权。

If Buyer does not pick up the goods on time, does not pay a sum of money when it falls due the



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Seller is entitled to interest upon that sum from the time when payment is due to the time of payment. Unless otherwise agreed the rate of interest shall be 5%, the payment of balance will be calculated again according to the exchange rate of the day.

If the delayed time exceeds two months, the Buyer should pay the storage fee to Seller. If the delayed time exceeds half a year, then it means that the Buyer is abandon to picking up the goods, the contract is over.

5. 包装 (Packing):

标准海运出口包装。由包装所引起的货物损坏由卖方负责。

To be packed in standard export packing suitable to sea transportation. The Seller shall be liable for any damage of the commodity and expenses incurred on account of improper packing and for any rust attributable to inadequate or improper protective measures taken by the Seller in regard to the packing.

7. 保险 (Insurance):

按发票金额的 110% 投保 一切 险, 由 卖方 负责投保。

Covering All Risks for 110% of Invoice Value to be effected by the Seller.

8. 品质/数量异议 (Quality/Quantity discrepancy):

产品质量按照卖方的企业标准。卖方一次性提供足够机器一年所需的易损件 (买方非正常使用除外)。除此之外, 卖方提供机器的所有配件, 费用由买方承担。

The quality standard of the goods follows to the supplier's enterprise standard. The goods are guaranteed for one year in quality for maintains and spare parts (except for not properly use). Seller provides service for the Buyer with all spare parts in any time needed after guarantee period. The parts should be paid by the Buyer.

如买方提出索赔, 凡属品质异议须于货到目的口岸之日起 30 天内提出, 凡属数量异议须于货到目的口岸之日起 15 天内提出, 对所装货物所提任何异议于保险公司、轮船公司、其他有关运输机构或邮递机构所负责者, 卖方不负任何责任。

In case of quality discrepancy, claim should be filed by the Buyer within 30 days after the arrival of the goods at port of destination, while for quantity discrepancy, claim should be filed by the Buyer within 15 days after the arrival of the goods at port of destination. It is understood that the Seller shall not be liable for any discrepancy of the goods shipped due to causes for which the Insurance Company, Shipping Company, other Transportation Organization or Post Office are liable.

9. 安装与调试 (Installation and Debugging):

在买方提出要求后, 卖方将即时安排人员进行安装调试, 技术人员的国际往返机票, 住处, 饮食, 买方国内交通, 医疗及意外保险费用均由买方承担。买方配合卖方技术人员进行安装及调试, 准备好机器运行必备的相关条件: 水, 电, 原料。

调试期限为 5~10 天, 如因买方相关条件准备不足, 使时间超过 10 天, 买方必须支付每人每天 100 美元津贴。

The Seller should send engineers to carry out installation and debugging of the equipment in Buyer's place if requested. The cost for International double ways air tickets, accommodations, food



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and transportations, medical and accidental insurance shall be paid by Buyer for the engineers.

Buyer shall fully cooperate with Supplier's engineer and make all the installation condition ready to work. such as: water, electricity, raw material etc.

The normal debugging term is 5-10 days, if the debugging time exceeds 10 days on account of shortage in installation & testing condition by the Buyer, then Buyer should pay subsidy as US\$100/day per engineer for the rest days.

10. 不可抗力 (Force Majeure):

由于发生人力不可抗拒的原因,致使本合约不能履行,部分或全部商品延误交货,卖方概不负责。卖方应立即在不可抗力产生的十四日内将有关情况通知买方,本合同所指的不可抗力系指不可干预、不能避免且不能克服的客观情况。

The Seller shall not be held responsible for failure or delay in delivery of the entire lot or a portion of the goods under this Sales Contract in consequence of any Force Majeure incidents which might occur. The Seller shall advise the Buyer immediately of the occurrence mentioned above and within fourteen days thereafter. Force Majeure as referred to in this contract means unforeseeable, unavoidable and insurmountable objective conditions.

11. 仲裁 (Arbitration):

与此合同有关的争议应通过友好协商解决。如果协商无法解决,提交任何双方接受的仲裁机构进行仲裁。按照申请仲裁时该会现行有效的仲裁规则进行仲裁。仲裁裁决是终局的,对双方均有约束力。仲裁费用由败诉方承担。

Any dispute arising from or in connection with this Contract shall be submitted to any international arbitration Commission acceptable to both parties for arbitration which shall be conducted in accordance with the Commission's arbitration rules in effect at the time of applying for arbitration. The arbitral award is final and binding upon both parties. Arbitration fee shall be borne by the losing party.

12. 以下协议作为本合同的附件:

The following appendices shall be attached to this Sales Contract:

1), Car Mat Forming Machine AFC-710 - 1300mmX1700mm, Sales Contract No.: 21LS1123, Appendix No.: APP21LS1123 dated Nov. 23th 2021.

13. 本合同的附件为本合同不可分割的组成部分, 与合同正文具有同等法律效力。

The appendices to this sales contract is an integral part of the contract and has the same legal effect as the body of the contract.

14. 本合同为中英文两种文本, 两种文本具有同等效力。本合同一式 2 份。自双方签字(盖章)之日起生效。

This Contract is executed in two counterparts each in Chinese and English, each of which shall be deemed equally authentic. This Contract is in 2 copies effective since being signed/sealed by both parties.



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卖方 Seller

Shanghai Lisen Machinery Co., Ltd.

签字盖章(signature & stamp)



Jason Chen

2021.12.02.

买方 Buyer

DAI NGHIEP LONG AN JOINT STOCK COMPANY

签字盖章(signature & stamp)



Nguyễn Minh Nhật