

Ho Chi Minh City, {contract\_date}

**CONTRACT FOR SUPPLY OF STEEL STRUCTURE  
No: {contract\_no}**

|  |  |  |
| --- | --- | --- |
| **Project** | **:** | **{project\_name}** |
| **Item** | **:** | **{item}** |
| **Location** | **:** | **{contract\_country}** |

This contract is made on this day of the {contract\_date} at the office of DAI NGHIA INDUSTRIAL MECHANICS CO., LTD between the two parties:

|  |  |  |
| --- | --- | --- |
| **PARTY A (BUYER)** | **:** | **{party\_a\_company}** |
| **Represented by** | **:** | **{party\_a\_represented\_by}** |
| Position | : | {party\_a\_position} |
| Address | : | {party\_a\_address} |
| \_\_ |  | \_\_ |

(Hereinafter referred to as **Party A**)

|  |  |  |
| --- | --- | --- |
| **PARTY B (CONTRACTOR)** | **:** | **DAI NGHIA INDUSTRIAL MECHANICS CO., LTD** |
| **Represented by** | **:** | **MR. LE XUAN NGHIA** |
| Position | : | General Director |
| Address | : | No 5 Vsip II-A, Street 32, Viet Nam – Singapore II-A IZ, Tan Binh Town, Bac Tan Uyen District, Binh Duong Province, Viet Nam |
| Tel | : | (84-72) 377 9347 |
| Tax Code | : | 3702682454 |

(Hereinafter referred to as **Party B**)

After negotiation, both parties have mutually agreed to sign this contract (“**Contract**”) with the following terms and conditions:

1. **THE OBJECT OF THE CONTRACT**
   1. **Party A agrees to engage party B for the execution of steel structure as below:**

|  |  |  |
| --- | --- | --- |
| \*. Project | **:** | **{project\_name}** |
| \*. Item | **:** | **{item}** |
| \*. Location | **:** | **{contract\_country}** |
| \*. Volume of works | : | As per Party B’s quotation dated {contract\_quotation\_date}, the scope of quotation and the list of materials & standards attached to this contract, Party A’s architectural design drawings, Party B’s steel structure design drawings approved by Party A. |
| (Herein after called as “**The Project**”): | | |

* 1. **Detailed scope of works is as follows:**

1. Party B carries out the following works:

* Steel structure

1. Any works not specified above or not depicted in the drawings shall be excluded from the contract.
2. **THE OBJECT OF THE CONTRACT**

***Quotation date: {contract\_quotation\_date\_ddmmyy}***

The following documents form an integral part of this contract:

**2.1** Architectural Floor plans provided by party A.

**2.2** Steel structure design drawings prepared by party B.

**2.3** Scope of quotation, List of materials and standards used for the project attached here with.

**2.4** Contract addendum and variations (positive or negative) (if any).

1. **CONTRACT PERIOD**

**3.1** Project execution period: is TBE (To be Established) from the latest date of contract signature, party B receives the advance payment from party A as stated at the Article 4 of this Contract and Party A approves the shopdrawings for fabrication prepared by Party B. Execution Period is executed in 5 Phases:

1) {preparation\_day} for preparation of approval drawings,

2) {approval\_day} allocation for customer's (Party A) approval,

3) {shop\_drawing\_day} for preparation of shop drawings

4) {fabrication\_day} fabrication period reckoned from the date the approval drawings are approved.

5) {transportation\_day} for transportation from factory to {location}

**3.2** Before fabrication of each item, technical representatives of party A and party B will clarify all technical matters. Party A issues the official drawing with stamp and signature of party A’s authoritative representative to party B for fabrication.

**3.3** The fabrication period shall exclude any delays caused by:

**(a)** Faults attributable to Party A, including delays in payments from Party A to Party B, delays in product handover and takeover as specified in this contract, or delays in the approval of Approval Drawings.

**(b)** Party B has a legitimate reason and keeps party A informed in writing; or

**(c)** Force majeure as stated in this contract

1. **CONTRACT VALUE AND PAYMENT TERMS**

**4.1** Upon the scope of the project described in article 1 of the contract, both parties agree that the value of the contract is:

|  |  |
| --- | --- |
| **The contract value is:** | **{contract\_value} USD {incoterm} {place}, INCOTERMS 2010** |
| **(In words: United States Dollar {contract\_value\_word} only)** | |

The price of this contract is lumpsum without quantity remeasurement. The weight of the contract includes all the costs for fabrication and warranty.

Party A shall provide duty-free quota for import and perform customs clearance at country of destination. Party B shall perform customs clearance at Vietnam, at its own expense

The unit rates of steel structure and material shall be based on the standards and specifications of materials stated in the list of materials attached herewith. In the event that there is any change of materials or after clarification of the materials with technical team of party A, Party B shall adjust the relevant unit price.

**4.2** **PAYMENT:** Party A shall make payment of the contract value to Party B as follows:

**(a)** The First payment: In order that party B proceeds fabrication of the members after drawing approval within 03 days from contract signature, party A shall make payment to party B as follows:

{contract\_value}USD x {first\_pm\_percent}% = {first\_pm\_value} USD

**(In words: United States Dollar {first\_pm\_value\_word} only)**

By T/T within {first\_pm\_max\_day} days from contract signed.

**(b)** The Final payment: In order that party B releases fabricated steel structure for shipment, party A shall make payment to party B as follows:

{contract\_value}USD x {second\_pm\_percent}% = {second\_pm\_value} USD

**(In words: United States Dollar {second\_pm\_value\_word} only)**

By T/T within {second\_pm\_max\_day} days after finishing inspection of the material at Dai Nghia factory in Vietnam and before shipment.

The mode of payment shall be by bank transfer (Telex Transfer) to Party B’s bank account as follows:

|  |  |  |
| --- | --- | --- |
| **Benificiary** | **:** | **DAI NGHIA INDUSTRIAL MECHANICS CO., LTD** |
| Bank account No. | **:** | **1032407684** |
| Bank | **:** | **Joint Stock Commercial Bank Foreign Trade of Viet Nam** |
| Branch | **:** | **Tan Binh** |
| Address | **:** | **108 Tay Thanh Street, Tay Thanh Ward, Tan Phu District, Ho Chi Minh City, Vietnam** |
| Swiftcode | **:** | **BFTVVNVX044** |
| **Required document including:**   |  |  |  | | --- | --- | --- | | - Commercial Invoice | : | 01 original(s) Electric | | - Packing list | : | 01 original(s) Electric | | - Bill of landing | : | 01 surrender Bill | | - C/O form D | : | 01 original(s) Electric | | | |

**4.3** **PACKING:** Steel members shall be packed into containers as per Dai Nghia packing practice.

**4.4** **CONSIGNEE:**

|  |
| --- |
| {consignee\_name} |
| {consignee\_location} |

**4.5 NOTIFY PARTY:**

|  |
| --- |
| {notify\_party\_name} |
| {notify\_party\_location} |

**4.6 PORT OF SHIPMENT:**

{pos}

**4.7** **PORT OF DESTINATION:**

{pod}

**4.8 SHIPMENT TERMS:**

{shipment\_terms}

**4.9 PARTIAL SHIPMENTS**: ALLOWED

**TRANSHIPMENT**: ALLOWED

1. **AUTHORITY AND RESPONSIBILITIES OF PARTY A**

**5.1** To get quality product on schedule as stated in this contract

**5.2** To get full guarantee for Steel Structure from party B

**5.3** To make payments to party B as per the contract

1. **AUTHORITY AND RESPONSIBILITIES OF PARTY A**

**6.1** To get full payments on schedule as stated in this contract.

**6.2** To execute the project based on design drawing, type of materials based on the quotation list, except the case in which there are changes of drawing or type of materials requested by party A. Then party B shall reserve the right to adjust the variations (maybe positive or negative). Fabrication follows technical norms, execution bases on current standards of Vietnam, ensure quality and progress.

**6.3** To ensure supply of good quality materials, under technical requirement and tolerance conforming to Metal Building Manufacturer’s Association (MBMA) standards.

**6.4** To complete and hand over the Steel Structure on schedule.

**6.5** Party B has the right to refuse shipment if Party A does not make payment on time as stated in this contract

1. **WARRANTY**

**7.1** The warranty period of Works is twelve (12) months from arrival at port of Party A. The warranty period of Design is ten (10) years.

**7.2** During the warranty period, Party B shall not be responsible for following cases:

- Due to fault of party A.

- Due to the Force majeure.

- There is a destructive action for any reason.

- Party A or the third Party be self-undertake dismantling, relocating scene led to unspecified damages.

- Party A does not pay under the Contract.

1. **WARRANTY**

**8.1** The contract shall be terminated before the expiry in the following cases:

**(a)** Party A is going to be bankrupt

**(b)** Party B is going to be bankrupt

**(c)** If over sixty (60) days from the deadline for payment under regulations in article 4.2 of the contract and after the sending of warning concerning contract termination from party B to party A but party A still does not settle the contract payment to party B, party B reserves the right to terminate the contract unilaterally; or

**8.2** When the contract is terminated based on the Article 8.1: (c), party A shall pay the penalty for the breach of the contract at 5% of total value of remaining contract payments and compensate damages for party B.

1. **CONTRACT LIQUIDATION**

After party A completes all payments to party B stated in the contract and the project is taken over and when party B fulfills the responsibility for Steel Structure warranty as stated at article 7, the contract is considered as liquidated.

1. **FORCE MAJEURE**

Neither party shall be liable to fulfill any obligation under this Contract if such obligation becomes impossible or unreasonably difficult to perform due to force majeure, including but not limited to war, severe fire, flood, typhoon, earthquake, riots, civil disturbances, embargo, government regulations or orders, vessel congestion, or any circumstances beyond the control of the parties.

Either party being affected by such an event of force majeure shall give written notice to the other party immediately of the occurrence mentioned above and within fourteen days thereafter, the Seller shall send by airmail to the Buyer for their acceptance a certificate of the event issued by the Competent Government Authorities where the event occurs as evidence thereof.

Should such event of force majeure continue for more than 10 weeks, either party hereto shall have the right to cancel this contract by giving 15 days prior notice.

1. **COMMON ARTICLE**

**11.1** The governing law of this contract is the current regulation of Law of S.R. Vietnam

**11.2** All disputes between the parties that are not amicably settled within a reasonable time will be settled by Arbitration by the Vietnam International Arbitration center in Ho Chi Minh City, under the Vietnamese law, whose decision will be final and binding on both parties. Arbitration’s fee and other relative cost will be on account of losing party.

**11.3** Both parties undertake to correctly execute the articles in the contract in good faith. All amendments, supplements shall be agreed in writing by both parties. The amendment and supplementary part is an integral part of the contract.

**11.4** The contract is signed in English language.

**11.5** This contract is made into 02 sets (original) in English, 02 sets of the same value for each party in witness hereof. This contract is valid from signature date.

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| --- | --- | --- |
| **{party\_a\_company}** |  | **DAI NGHIA INDUSTRIAL MECHANICS CO., LTD** |
|  |  |  |
| **{party\_a\_represented\_by}**  **{party\_a\_position}** |  | **Mr. Le Xuan Nghia**  **General Director** |