

Sale contract

1. Opening (bỏ qua ik nha)

2. T&C

- Commodity

- Industrial products

Commodity + origin: Japanese motorbike

Commodity + main specifications: 12 inch colored TV

Commodity + brand name HP Probook 2430s

- Quantity

- Measurement unit

Countable:

- + *Single*: 200 parcels
- + *Collective*: 5 dozens of eggs

Uncountable:

- + *Metric system (international system)*: Length (mm,cm,..); Weight (g,kg)
- + *Imperial system (UK) and Customary measure (US)*: Length (yard, feet, inches, mile); weight (pound, ounces, LT, SL).

Ways of stipulation:

- + By **exact figure** 100 motorbikes
- + By **approximate figure** 500 MT \pm 5% at the buyer's option;

Methods to determine quantity

- + Gross weight = net weight + tare net weight + tare
- + Net weight:
 - *Net net weight*: without any package;
 - *Semi net weight*: with direct package;
 - *Gross weight for net*: negligible package cost;
 - *Legal net weight*: Gross weight – tare determined by Customs officers.

- Methods to determine quantity

Theoretical weight: $M \text{ (mass)} = D \text{ (density)} \times V \text{ (volume)}$

Commercial weight: Goods whose mass is sensitive to moisture change.

$$G_0 = G_1 \times \frac{100 + W_0}{100 + W_1}$$

G_0 : Commercial Weight
 G_1 : Actual Weight
 W_0 : Standard moisture
 W_1 : Actual moisture

Question: Quantity of cotton in contract: 120 MT, standard moisture stipulated in the contract is 10%. Actual moisture at the loading time is 15%. Commercial weight?

Ví dụ 1 điều khoản về quantity trong hợp đồng:

E.g. Quantity of Vietnam export coffee:

- 5000 MT +/- 5% at the seller option;
- Tolerance's price is determined at time of delivery;
- The mentioned above quantity is understood as gross weight for net;
- Quantity is to be determined at the unloading port by Continent Inspection Service Co.; Ltd.
- Inspection cost shall be at Buyer's account.
- C/Q issued at the unloading port shall be final and binding both parties.

2.3. Quality

- *By technical documents:* Motorbikes with qualifications as stipulated in the technical document No 345, published in 20..,

- *By specification:* Brand-new motorbikes of 110cm³, maximum speed of 150km/h,
- *By trademark/trade name* Honda Spacy 125cm³
- *By sample* The rice shall be of quality as per sample No..., provided by the seller on April 24th 20... with two parties' signatures.
- *By description* White rice of long grain with natural flavor
 - Broken: 15% max
 - Moisture: 15%max
- *By the main ingredient/content* mines, chemicals, processed foods...
- *By prior inspection/examination* Commodity with small quantity, not standardized like: liquidated goods, auctioned ones. (hàng đấu giá, tly)

DRAFTING

E.g.: Quality of Vietnam export rice

- Broken: 35% max;
- Moisture: 14,5% max;
- Foreign matter: 0,4% max;
- Crop: Summer Autumn crop 2011
- Quality of goods is to be determined at the loading port by Vinacontrol Haiphong. Inspection charges shall be borne by the Seller.
- C/Q issued by Vinacontrol shall be final and binding both parties

2.4. Delivery and Shipment

2.4.1. Time of Delivery:

- **Specific time** of Delivery:
 - + Specific date: May 5th, 20
 - + Before a specific date: before May

- + In a specific period of time: within 2 months since the contract date/ from.. to...
- **Unspecific time** of delivery
 - + Conditional delivery: Subject to the **opening of L/C or export License**
 - + Prompt/Quick/ASAP/Immediately: UCP 600 – Art

2.4.2. Place of Delivery:

- **Basis to determine** place:
 - + International commercial terms
 - + Means of transport
 - + Intentions of parties in the contract
- **Content of place of delivery:**
 - + Place/port of loading
 - + Place/port of discharge
- **Methods** to denote
 - + Single port/Multiple ports
 - + Specified port(s)/Optional port(s)

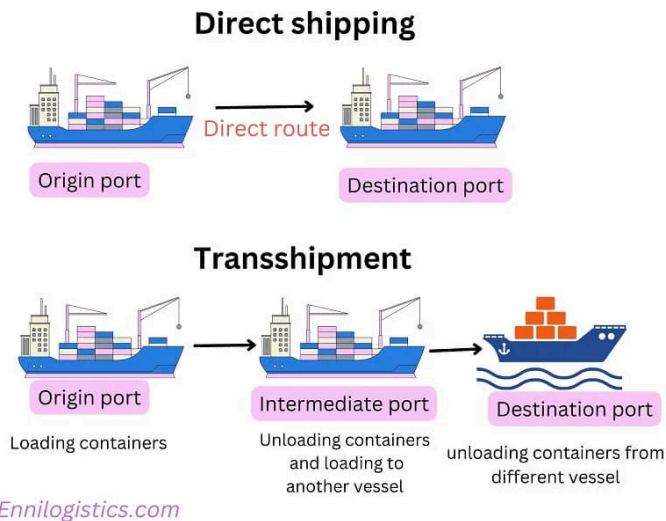
2.4.3. Notice of Delivery

- **Frequency**, time and content of notice
- Parties' **liability** subject to **failure of notice**
- **Customary**: single notice (F, D); triple notices (C);

2.4.4. Delivery instructions/ Other delivery terms

- Transshipment (not) allowed;
- Partial shipment (not) allowed;
- Stale B/L (not) accepted; [Stale B/L: Presented to its consignee, or at a bank, after the last date specified in the relevant letter of credit and which, therefore, is not acceptable as a valid document]
- Loading/Unloading advice (if necessary)

Transshipment is the **unloading from one vessel and reloading** to another vessel during the carriage from the port of loading to the port of discharge → doesn't occur **between these two ports** ⇒ not considered to be transshipment.



Partial shipment is the shipment on **more than one means of conveyance** within the **same mode of transportation**, even if the means of conveyance leave on the same day for the same destination.

DRAFT A DELIVERY TERM

Necessary information

- **Applicable Incoterms** (most recent version of the Incoterms)
- **Time** of delivery
- **Place** of delivery
- **Advice/Notice** of delivery
- Delivery **instruction**

E.g. Delivery:

Delivery as per FOB, Incoterms 2010

- Time of delivery: No later than June 30th 2012;
- Port of delivery: Haiphong, Vietnam
- Port of discharge: Main ports in Europe
- Seller should without delay inform Buyer by fax when the goods are ready for delivery. Within 48 hours prior to vessel's arrival, Buyer should inform Seller of details of ship number, ETA and loading conditions. Within 24 hours after the loading of goods on board, Seller should inform Buyer of B/L date and number.
- Partial shipment and stale B/L are not accepted.

2.5. PRICE

Price currency

- **Parties' agreement**: Export/Import countries' currency or a third country's currency
- **Customary**: E.g.: USD (Crude oil); GBP (Metals)
- Often determined by the **stronger party**
- Often of **stable value**
- May differ from **payment currency**

Four methods to **stipulate prices**:

- **Fixed price**

- *"Unit price: 250 USD/MT.
Total price: 250 USD/MT x 200MT = 50.000 USD
(In words: fifty thousand US dollar only)
This price shall be understood to be FOB Haiphong Port,
Incoterms 2020, including packaging."*
- *"Unit price: 250 USD/MT, FOB Haiphong Port, Incoterms 2020, including packaging."*

- **Deferred fixing price**: → giá quá biến động → thằng buyer muốn hedge risk → mua ở giá tại thời điểm delivery

- Included information: time, place and how to identify prices.
- Case: price fluctuates, market power belongs to buyer.
"Coffee price shall be identified as the trading price at London Commodity Exchange at the time of delivery."

- **Flexible price:** tại thời điểm delivery, nếu [1] giá không quá biến động → lấy giá fixed; [2] giá biến động mạnh (e.g quá 5% benchmark) → lấy giá market

- Adding: time, place, identification of price difference and allowed tolerance.

"Unit price: 600 USD/MT

Total price: 600 USD/MT x 500MT = 300.000 USD

At the time of delivery, if coffee price on the London market is of 5% different from this price then market price shall be applied."

- **Sliding scale price:** hàng có giá trị cao, tốn nhiều thời gian để làm. VD: Đóng 1 cái tàu cần ít nhất vài tháng. ⇒ Giá sẽ được tính lại vào thời điểm delivery (công thức tham khảo từ papers)

2.5.4. Sliding scale price

- Case: Goods needs long time to produce and of high value.

"The initial price of the ship is GBP 5 million, of which 50% is for materials, 40% for manpower and 10% for fixed cost. This price shall be recalculated upon delivery by the formula given by European Economic Committee as follows:

$$P1 = P0 (a + b.M1/M0 + c.S1/S0)$$

Reference materials for parties are magazine of ABC, published by XYZ Association within 20 days upon delivery of the ship."

Example of drafting a **Fixed Price Clause:**

- Price **currency**
- **Unit Price:** cụ thể ~ USD 410/unit as per FOB HP port, SRV, Incoterm 2010, packing charges included
- Related cost **charge to buyers** (Loading, unloading costs and any other surcharges arising from the contract)

- **Total price**

2.6. Payment

Trong hợp đồng, Article về Payment phải nêu được các ý:

- Payment amount (bằng với trên phần price), payment currency
- Time of payment
- Mode of payment
 - + Phải nêu rõ thông tin ngân hàng của người bán (đối với T/T) (gồm tên ngân hàng, địa chỉ ngân hàng, tên người thụ hưởng, stk người thụ hưởng, swift code)

Beneficiary Bank: Joint Stock Commercial Bank for Foreign Trade of Vietnam (Vietcombank)

Address: 354 No Trang Long Street, Ward 13, Binh Thanh District, Ho Chi Minh City, Vietnam

Bank account: 1019261102

- + Required document for payment release (áp dụng với deferred payment after documentary presentation, L/C, D/A, D/P) thường bao gồm:
 - Signed commercial invoice (3 originals)
 - Packing list (3 originals)
 - Full set of clean B/L
 - Certificate of origin (C/O) issued by Ministry of Industry and Trade (1 original, 3 copies)
 - Certification of Insurance (1 original, 3 copies)
 - Certification of Fumigation (1 original, 3 copies)

Gồm 3 loại:

a. TT telegraphic

- Advanced payment
 - + Make after signing the contract but before delivery date
- Ex:** “Within 7 days after the confirmation of the contract, the buyer must transfer 40% of the payment amount to the **Joint Stock**

Commercial Bank for Foreign Trade of Vietnam to the account of the SELLER by **Telegraphic Transfer (T/T)**”

- **Note:**

- Payment before the delivery from 10 to 15 days.
- The delivery date: of the first shipment
- No interest on the advanced payment amount
- Seller only makes delivery when getting the notice of credit available.

- Prompt payment

+

- Deferred payment

Payment shall be made x days after:

- + the delivery date
- + The date of documentary presentation
- + The date of taking delivery
- + The date of guaranteed completion

Ex: “Within 45 days from the date of receiving the full set of original shipping documents, the BUYER must transfer the remaining 70% of the payment amount to the Joint Stock Commercial Bank for Foreign Trade of Vietnam to the account of the SELLER by Telegraphic Transfer (T/T).”

More ví dụ (đọc cách người ta wording):

Within 01 week after receiving the seller's notice of shipment, buyer should remit 100% contract value by TT to seller's account at Bank X.

Payment by T/T within 7 days after receiving shipping documents (original) to Kolon company, account No... at Vietcombank, branch HCM.

Payment should be made upon buyer's receiving following shipping docs:

- 3/3 clean Bill of Lading, shipped on board, marked Freight prepaid.
- Commercial invoice: 3 copies
- Packing list: 3 copies
- Certificate of origin issued by Korean Commercial Chamber

b. L/C:

❖ Types of L/C

- Revocable vs Irrevocable L/C
 - + Revocable L/C: can revoke, withdraw, amend the L/C without the consent of beneficiary (seller) or applicant (buyer)
 - + Irrevocable L/C: cannot be amended or canceled without the consent of the issuing bank, the confirming bank, if any, and the beneficiary.
- L/C At-sight vs L/C with deferred payment
 - + A L/C at sight is payable once it is presented along with the necessary documents.
 - + An L/C with deferred payment shall be payable for a number of days as of the date of document presentation.
- Back to back: mở thêm 1 L/C khác, trong mua bán 3 bên 2 giao dịch
→ thế chấp 1 khoản tiền trước cho NH, mình có 1 L/C khác thì

CONTRACT

No.: 080623/TH-HYPNEU

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This Contract is made on 08 June, 2023

BETWEEN:

The Seller **HyPneu® GmbH Hydraulik und Pneumatik**

Address : Zwickauer Str.137a - D-09116 Chemnitz
Tel : 0371-382 65 -0 /-21
Represented by : Dipl. Ing. Marek Havlicek
Hereinafter called : "The Seller"

AND:

The Buyer **T&H TECHNOLOGY., JSC**

Address : No. 7, Alley 212, Tan Mai str., Tan Mai ward, Hoang Mai district, Hanoi city, Vietnam
Tel : +84 24.32272709
Tax code : 0102976545
Represented by : Mr. Dinh Van Hai – Director
Hereinafter called : "The Buyer"

This Contract is entered by the Buyer and the Seller. The Buyer agrees to buy and the Seller agrees to sell the below - specified equipment according to the terms and conditions below:

ARTICLE 1: COMMODITY, QUANTITY, SPECIFICATION, UNIT PRICE & AMOUNT

The Seller has agreed to sell to the Buyer one lot of goods as stated as follows:

1.1. Commodity and specifications:

No	Commodity descriptions	Model	Q'ty	Unit price (EUR)	Total amount (EUR)
1	Automatic back-flushing filter AutoFilt® RF4 - Item no: 1351871 - Manufacturer: HYDAC INTERNATIONAL GmbH - Origin: Germany Technical data as attached catalogue	RF4-1-EPT1-AAE-CO-2-16-1/KMS100	4 sets	5.314,40	21.257,60
2	Packaging cost				212,58
3	Certificate of origin (issued by chamber of commerce)		1	65,00	65,00
4	Preparation of a customs declaration				45,00
5	International payment transfers				38,50
Total price: FCA Chemnitz, Germany					21.618,68

1.2. Total amount of the contract: EUR 21.618,68

(In word: twenty one thousand six hundred eighteen euros and sixty eight cents)

FCA Chemnitz, Germany will be according to Incoterms 2010 including packing, marking, technical

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document, warranty.

The machine must be 100% brand new, un-used, and manufactured in Hydac, Germany in 2023.

ARTICLE 2: TERM OF DELIVERY

2.1. The goods of this contract will be delivered within 9 weeks after signing contract

Destination : Noi Bai airport, Ha Noi city, Viet Nam

Partial shipment : not allowed

Transshipment : allowed

2.2. Packing

- Packing:

The Seller shall be responsible for packaging as per export standard packaging, fit for transportation air (or sea) and inland.

The packaging used must effectively protect the contents from damage, loss, and theft so that the receiver receives the goods in a perfect and resalable condition. The packaging must be able to withstand the various dynamic and static forces en-route.

The packaging must be strong enough to withstand any storage on top of it, and if it has not been designed to handle this, then it must be marked clearly on the outside of the packages so that the people handling it are aware and do not place any packages on top of it.

The packaging must instructions regarding exposure to sunlight, damp or extreme temperatures, etc. must be given on the packaging.

While packing cargo into the container, if there are packages that are susceptible to forklift damage (like cardboard cartons etc.) these must be palletized using forklift friendly pallets for easy and safe handling.

- Shipping marks:

Contract No.: **080623/TH-HYPNEU**

Consignee: **T&H TECHNOLOGY., JSC**

Destination: Vietnam

Package/Case number, Dimensions, Gross weight, Net weight

2.3. If the delivery is delayed, penalty will be born by the Seller according to the Buyer's request as follows: the Seller shall indemnify the Buyer 1.5% of the value of the goods that should have been delivered per full week but not more than 10% of the total contract value.

2.4. Notification of delivery:

Before the dispatch of goods, the Seller sends P/L, INVOICE, CERTIFICATE OF ORIGIN ISSUED BY CHAMBER OF COMMERCE OF GERMANY, CERTIFICATE OF QUALITY and TEST REPORT by Fax/email to the Buyer for checking before sending the original documents.

2.5. Labelling:

The information of equipment's NAME, MODEL and COUNTRY OF ORIGIN must be shown on the equipment's label/nameplate/mark besides other necessary information.

ARTICLE 3: PAYMENT & DOCUMENT

3.1. Payment term.

Divided to two periods:

- The first payment: 40% by TTR as down payment

✓

HyPneu® GmbH
Zwickauer Str. 137a | 09116 Chemnitz
Fon / Fax: +49 371138265-20 / -15
tkrause@hypo-neu.de

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- The second payment: 60% by TTR before shipment and receive all these documents ✓

- (1) Pictures of goods (show nameplate of goods)
- (2) Scan of Certificate of Origin issued by Germany Chamber of Commerce
- (3) Scan of Certificate of Quality

The Seller's bank account information as follows:

Beneficial Company:	HyPneu® GmbH Hydraulik und Pneumatik
Address:	Zwickauer Str.137a DE - 09116 Chemnitz
Bank name:	Deutsche Bank AG
Bank address:	Falkeplatz 2 , D-09112 Chemnitz
SWIFT Number:	DEUTDEDBCHE
IBan no:	DE90870700240119130300

3.2. Required documents:

The seller will submit following documents along with the shipment:

- 01 originals of signed and stamped commercial invoice
- 01 originals of detailed packing list.
- 01 originals of Certificate of Quality and Quantity issued by the manufacturer
- 01 original of Certificate of Origin issued by Chamber of Commerce showing the country of origin is Germany

ARTICLE 4: WARRANTY

Warranty period is 12 months from the airway bill date covering the manufacturing quality (except consumables).

This warranty will be applied to all parts which are needed to be repaired or replaced by the Seller due to manufacturing defects.

ARTICLE 5: FORCE MAJEURE

In any circumstance beyond the control of each side, which affect the obligation to perform all or part of the contract, the allotted time to perform the obligation will be extended by the length of period time as a result of unforeseen circumstances cause. The events that (hereinafter referred to as "Force Majeure"), including but not limited to: natural disasters (typhoons, earthquakes, floods ...), war, fire, strike.

In case of force majeure, the parties will inform each other about the events of this case, and the possible consequences for the performance of this contract within 20 days of the occurrence of events. Delivery time in this case will be extended with the consent of both parties. If the situation caused by force majeure lasts longer than 6 months, the terms and conditions of the contract will be considered a reasonable and harmonious unity between the two parties.

ARTICLE 6: OTHER CONDITIONS

- Both contracting parties shall amicably settle all disputes arising out in connection with the execution of this contract by mutual consultation in good faith in the spirit of cooperation. If an amicable settlement cannot be reached between 2 parties, the decision of the arbitration of Vietnam International Arbitration Center attached to the Chamber of Commerce and Industry of Vietnam shall be final and binding on both sides.
- Any change or alteration of this Contract must be agreed between the two Parties in writing.

HyPneu® GmbH

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- Charges and costs occurring from the fault of any Party must be borne by that Party.
- This Contract is signed by fax/email, comes into force from the date the Buyer inform the Seller that this contract has been approved by the Vietnam authorities.