

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:

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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.

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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.