



Chapter 2:

SALE CONTRACT AND DOCUMENTS USED IN INTERNATIONAL TRADE AND FINANCE

CHAPTER 2: SALE CONTRACT AND DOCUMENTS USED IN INT. TRADE AND FINANCE



❖ Objectives:

- Understand the Int. Sale contract and trade terms
- Analyze and compare various payment methods
- Understand documents used in International trade and finance



Outline of Chapter 2:



- I. Background of International Sale Contract
- II. Documents used in International trade and finance



I. International Sale Contract



1. Opening

- Type/name of contract
- Contract number
- Time and place
- Contract parties
- Definitions

2. Terms and conditions

- Commodity/Scope of supply
- Quantity
- Quality/Specification/ Description of goods
- Price
- Delivery/Shipment
- Payment
- Force majeure
- Penalty and liquidated damages
- Complaint
- Dispute settlement
- Applicable law



1. Opening

1.1.Type/name of contract

- ❖ Export – Import contract
- ❖ Sale/Purchase contract
- ❖ International contract for sale of goods
- ❖ Contracts for the International Sale of Goods

1.2. Contract number

- ❖ Contract No. 105/2009
- ❖ Contract No. PETECH/2009-15



1. Opening

1.3. Time and place

- ❖ HCMC, 15th May, 20...
- ❖ 15th March 20.. in Indonesia

What is the purpose of time and place?

- Identification of applicable law.
- Effectiveness of the contract.





1. Opening

1.4. Contract parties

1.4.1. Seller

- ❖ ABC Company

- ❖ Address: 110 Lý Chính Thắng, Dist. 3, HCMC

- ❖ Tel:

- ❖ Fax:

- ❖ Email:

- ❖ Represented by Mr. Nguyen Van A – Director

Represented by Mr. Nguyen Van A – Vice Director ???

1.4.2. Buyer:....



1. Opening

1.5. Definitions

Not compulsory/optional

- ❖ “Foreign Currency” means a currency of a country other than that in which the Plant is to be installed.
- ❖ “Plant” means machinery, apparatus, materials and all things to be provided under the Contract for incorporation in the works.



1. Opening

1.6. Preamble/Whereas clause

Whereas: The seller and buyer, each with full corporate authority, certifies, represents and warrants that each can fulfill the requirements of this agreement and respectively provide the products and the funds referred to herein, in time and under the terms agreed to hereafter;

and

Whereas: The seller and the buyer both agree to finalize this contract under the terms and conditions; and the product offered for sale is subject only to the terms and conditions contained in this contract and strictly confidential between the buyer and the seller and it is therefore agreed as follows:



2. Terms and conditions

2.1. Commodity/Scope of supply

- ❖ Commodity+ scientific name
- ❖ Commodity + origin
- ❖ Commodity + main specifications
- ❖ Commodity + brand name
- ❖ Commodity + use/usage
- ❖ Commodity + HS code

(The **Harmonized** Commodity Description and Coding System)





2. Terms and conditions

2.1. Commodity/Scope of supply

2.1.1. Industrial products

❖ Commodity + origin

Japanese motorbike

Swiss watch

❖ Commodity + main specifications

12 inch colored TV

❖ Commodity + brand name

Sony Trinitron TV

HP Printer 2430s



2. Terms and conditions

2.1.2. Agricultural products

- ❖ Commodity + scientific name

Urea fertilizer

*Catfish (*Pangasius hypophthalmus*)*

- ❖ Commodity + origin

Vietnamese rice

- ❖ Commodity + use/usage

Wheat powder for human consumption

Rice paste (base element for preparation of spring roll)

- ❖ Commodity + main specifications

Skinless whole dried squid



2. Terms and conditions



2.1. Commodity/Scope of supply

Combination of some options to clearly identify the contract object -> for facilitation of contract performance and avoid misunderstanding/disputes.





2. Terms and conditions

2.2. Quantity

2.2.1. Measurement unit

- ❖ Piece, unit...

- ❖ Metric system

1MT (**metric ton**) = 1000kg

- ❖ Anglo-American system

1LT (**long ton**) = 1016,04kg

1ST (**short ton**) = 907,18kg

- ❖ Group unit: dozen, barrel, bag, bottle....



2.2 Quantity



2.2.2. Ways of stipulation

a. By exact figure: valuable and countable goods

- ❖ *100 motorbikes*
- ❖ *15.000 Barrels only*
- ❖ *525.000 UK Gallons only*

b. By approximate figure: with tolerance

- ❖ Tolerance: Any quantity delivered between the tolerance shall not be deemed a breach of contract.
- ❖ Associated stipulation
 - ✓ Party to choose tolerance
 - ✓ Price of the tolerated quantity



2.2 Quantity



2.2.2. Ways of stipulation

b. By approximate figure: with tolerance

- ❖ *500 MT \pm 5% at the buyer's option;*
- ❖ *1000MT approximately 5% at the buyer's option;*
- ❖ *10000 MT more or less 5% at the seller's option;*
- ❖ *From 950 MT to 1000 MT at the seller's option;*
- ❖ *Tolerance 5% more or less at seller's option at contract price.*





2.3. Quality/Specification/Description of goods



- ❖ Different goods are of different criteria to identify their quality;
- ❖ Positive/ negative criteria;
- ❖ New products with new quality criteria.



2.3. Quality

2.3. Quality

2.3.1. By technical documents

“Motorbikes with qualifications as stipulated in the technical document No 345, published in 20.., provided by the manufacturer, including design, manual/instructions with signatures and stamps of the two parties.

Those technical documents are in English and Vietnamese and are an integral part of the contract”.



2.3. Quality

2.3.2. By specification

“Brand-new motorbikes of 110cm³, maximum speed of 150km/h, fuel consumption of 1,6l/100km, automatic start, available in 3 colors of blue, red and yellow as illustrated in the enclosed pictures.”

c. By trade mark/trade name

Honda Spacy 125cm³



2.3. Quality

2.3.3. By sample

- ❖ Provided by seller or buyer;
- ❖ In case of sample given by the buyer, the seller will have to produce counter samples for delivery.

“The rice shall be of quality as per sample No..., provided by the seller on April 24th 20... with two parties’ signatures. The sample shall be made into three pieces, each party keeps one and the remaining shall be kept by a third party appointed by the two parties.”



2.3. Quality



2.3.4. By description

❖ Case: Not standardized products with quality rather stable.

“White rice of long grain with natural flavor

- ✓ *Broken: 15% max*
- ✓ *Different color grain: 4%max*
- ✓ *Moisture: 15%max*
- ✓ *Mixture: 5grains/kg max”*



2.3. Quality



2.3.5. By the main ingredient/content

❖ Case: mines, chemicals, processed foods...

“Malaysian white urea:

- *Nitrogen: 45% min;*
- *Kali: 15% min;*
- *Moisture: 15% max;*
- *Mixture: 1% max.”*



2.3. Quality



2.3.6. By prior inspection/examination

❖ Case: Commodity with small quantity, not standardized like: liquidated goods, auctioned ones.

- ✓ *Inspected – approved.*
- ✓ *As it is.*
- ✓ *As it is and where it is.*



2.3. Quality



- ❖ Choice of ways to stipulate quality depends on:
 - ✓ Nature of goods;
 - ✓ Trade practices;
 - ✓ Relevant power between the parties.



2. Terms and conditions



2.4. Price

- ❖ Four methods to stipulate prices:
 - ✓ Fixed price;
 - ✓ Deferred fixing price;
 - ✓ Flexible price;
 - ✓ Sliding scale price.



2.4. Price

2.4.1. 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 2000, including packaging.”

❖ *“Unit price: 250 USD/MT, FOB Haiphong Port, Incoterms 2000, including packaging.”*



2.4. Price

2.4.2. Deferred price

- ❖ 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.”



2.4. Price

2.4.3. Flexible price

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

“Unit price: 600USD/MT

Total price: 600USD/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.”



2.4. Price

2.4.4. 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:

$$P1 = P_0 (a + b.M1/M_0 + c.S1/S_0)$$

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



2.5. Delivery/Shipment



❖ Necessary information

- Time of delivery
- Place of delivery
- Advice/Notice of delivery
- Delivery instructions

❖ Example:

- Time of delivery: June 20...
- Departure: Da Nang port, VN
- Destination: San Francisco, USA



2.5. Delivery/Shipment

- Notice of delivery

1st: Seller informs Buyer of: commodity, quantity, qualifications/specifications, packing, marking, place of delivery.

2nd : Buyer informs Seller of: vessel's name, vessel nationality, vessel flag, vessel tonnage, ETA (estimated time of arrival).

3rd: Seller informs Buyer of: goods delivery situation, including: commodity, quantity, qualifications/specifications, packing, marking, vessel's name, vessel nationality, vessel flag, vessel tonnage, B/L number, ETD (estimated time of departure), ETA (estimated time of arrival).



2.5. Delivery/Shipment

- Instruction on delivery
 - + Number of shipment?
 - + Transshipment?
 - + Third party B/L accepted?
 - + Stale B/L accepted?

Third party B/L: The beneficiary of L/C is not the shipper.

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.



2.6. Payment



❖ Time of payment

- Advance payment
- Prompt payment
- Deferred payment

❖ Payment currency

❖ Mode of payment

- Transfer
- Collection
- Documentary credit



2.7. Force majeure

2.7.1. Definition

Certain events, beyond the control of the parties, may inhibit the parties from fulfilling their duties and obligations under the project agreements.

In order to avoid the uncertainties and delays involved in relying on the applicable law, parties to contracts often prefer to provide for a specific regime for force majeure, along with a definition of which events shall qualify for special treatment.



2.7. Force majeure



2.7.2. Contract performance

Neither party shall be liable for any delay or failure to perform its obligations beyond its reasonable control.

2.7.3. Notice

- ❖ Notice confirmed by authorities once the force majeure happens.
- ❖ Notice confirmed by authorities once the force majeure ends.



2.7. Force majeure



2.7.4. Stipulations

Ex: In case of force majeure as defined under the publication No 421 ICC, a notice of force majeure shall be sent within 24 hours to the affecting party and confirmation by authorized one within 7 days shall be made. Beyond these time limitation, the case shall be ignored. The same procedures will be applied to force majeure case stop.



2.8. Penalty & Liquidated damages



❖ Liquidated damages and penalty specify the amount payable on the occurrence of a breach of contract.

Liquidated Damages	Penalty
Where the amount is fixed and genuine pre-estimate of the loss in cases of breach, it is liquidated damages.	If the amount is fixed and is without any regard to probable loss, but is intended to frighten the party and to prevent him from committing breach it is a penalty and is not allowed.



2.8. Penalty & Liquidated damages



❖ Wordings

In case of failure in opening L/C or making delivery in due time as stipulated in this contract, except the reason of force majeure, the penalty for delayed delivery or delayed L/C opening shall be counted based on the rate of 1% of the contract value per delayed day.



2.9. Complaint



1. Form of complaint

2. Duration of complaint

3. Responsibility of relevant parties

Any complaint about quality must be in written form and sent to the seller within 60 days shipment date. Upon this time, the seller will be free from complaint. Within 15 days since receiving the buyer's complaint, the seller must send his or her representative for counter inspection. If the goods are not up to the stipulated in the contract, the seller is liable for replacing new goods compatible with the contract. If the seller fails to do so in due time, the buyer is allowed to have Vinacontrol inspect. The inspection result by Vinacontrol will be final and binding both sides.



2.10. Dispute settlement



2.10.1. Ways of settling disputes

- ❖ Amicable negotiation/settlement

Two parties agree to resolve amicably disagreement or disputes.

- ❖ Conciliation

A conciliator trusted by both parties suggest a fair solution.

- ❖ Litigation before the court

A dispute procedure which takes place in the courts.

- ❖ Arbitration



2.10. Dispute settlement



2.10.2. Arbitration

❖ Wordings

Any dispute arising out from this contract which can not be amicably settled will be referred to VIAC attached to VCCI. The awards by the arbitrator will be final and binding both sides. Any charges will be the loser's account.



2.10. Dispute settlement



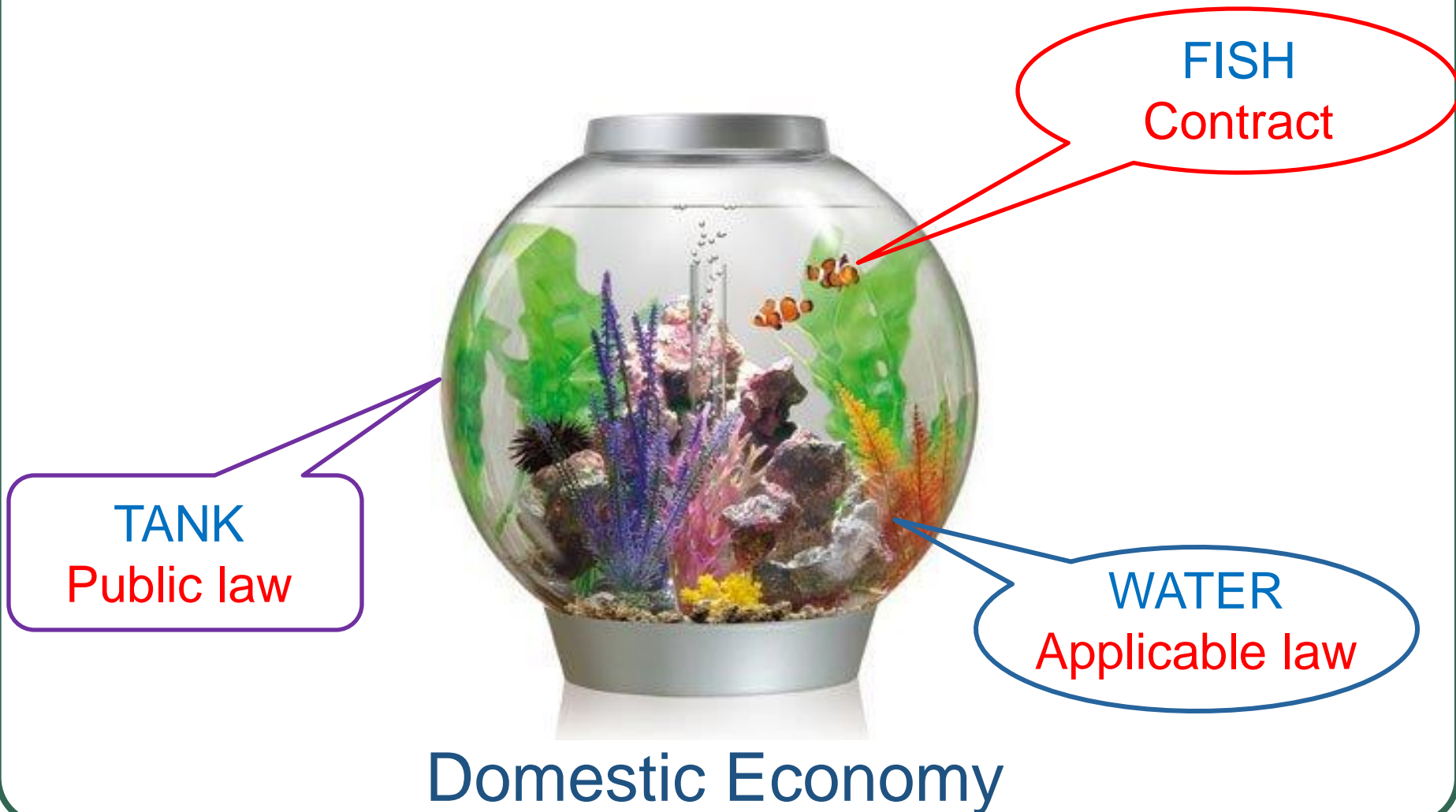
2.10.2. Arbitration

❖ Advantages of Arbitration

- Time saving.
- Protect business secrets.
- Procedures are simpler and costs are lower.
- Friendship and goodwill better maintained.



2.11. Applicable law





II. Documents used in Int. trade finance



URC 522, 1995, ICC, Sub- Article 2(b):

"Documents" means financial documents and/or commercial documents:

1 "Financial documents" means bills of exchange, promissory notes, cheques, or other similar instruments used for obtaining the payment of money;

2 "Commercial documents" means invoices, transport documents, documents of title or other similar documents, or any other documents whatsoever, not being financial documents



III. Documents used in Int. trade finance



1. Financial documents

- Bill of Exchange
- Promissory Note
- Check/Cheque

2. Commercial documents

- Commercial Invoice
- Transport Document
 - Ocean Bill of Lading
 - Air Waybill
- Packing Lists/Weight Lists
- Insurance Policy or Certificate
- Other Documents
 - Inspection Certificate
 - Special Customs Invoices
 - Certificate of Origin



1. BILL OF EXCHANGE



1.1 Definition (What's Bill of Exchange)

1.2 Characteristics of Bill of Exchange

1.3 Main contents of Bill of Exchange

1.4 Classification of B/E



1. BILL OF EXCHANGE

❖ 1.1 Definition (What's Bill of Exchange)

Exchange for	US\$25,000.00	No.	CT-00888
		March 15	20 01
----- AT SIGHT -----	of this First of Exchange (Second Unpaid)		
pay to the order of	UVW Exports		
the sum of	Twenty Five Thousand U.S. Dollars		
	Drawn under documentary credit No. SB-87654 of The Sun Bank, Sunlight City, Import-Country, dated January 26, 2001		
To	The Moon Bank	UVW Exports	
	5 Moonlight Blvd.,		
	Export-City and Postal Code, Export-Country		



BILL OF EXCHANGE

No. 01/PETRONAS/2012
For: USD 808,147.87

Date: 13/03/2012
Place: HO CHI MINH CITY

At SIGHT of this **FIRST** bill of exchange (**SECOND** of the same tenor and date being unpaid) pay to the order of **BANK FOR INVESTMENT AND DEVELOPMENT OF VIETNAM - SO GIAO DỊCH 2 BRANCH,**

The sum of U.S DOLLARS EIGHT HUNDRED EIGHT THOUSAND ONE HUNDRED FORTY SEVEN
AND CENTS EIGHTY SEVEN.

Value received and charge the same to account of AMERICAN LUBES CO., LTD

Drawn under ANZ ROYAL BANK (CAMBODIA) LTD, KHAN TOUL KORK, PHNOM PENH CAMBODIA

L/C no. LM282208600 Dated 2/3/2012

To: ANZ ROYAL BANK (CAMBODIA) LTD
NO 95C, KIM IL SUNG BLVD (ST,289),
SANGKAT BOEUNG KAK IL, KHAN TOUL
KORK, PHNOM PENH CAMBODIA

Stamp: **TỔNG CÔNG TY DẦU VIỆT NAM**
PETROVIETNAM OIL CORPORATION (PVOIL CORP)
CÔNG TY TNHH MỘT THÀNH VIÊN
TP. HỒ CHI MINH
Signature: *Nguyễn Anh Toàn*
Authorized signature (s)



Questions



After watching the video clip:

- ❖ What is Bill of Exchange?
- ❖ First purpose of Bill of Exchange?
- ❖ Main purposes of Bill of Exchange nowadays?
- ❖ Parties to Bill of Exchange?
- ❖ Relationship between the Bill of Exchange and Check?
- ❖ What's acceptance?
- ❖ What happens if drawee fails to pay on the due date?



1.1 Definition

Bills of Exchange Act in UK (1882):

- ❖ an unconditional order in writing, addressed by one person to another, signed by the person giving it, requiring the person to whom it is addressed to pay on demand, or at a fixed or determinable future time, a sum certain in money to or to the order of a specified person, or to bearer

Law on assignment Instruments VN 2005:

Bill of exchange is a valuable paper which a drawer draws up and requests drawee to make unconditional payment for a definite amount of money upon request or at a certain point of time in the future to beneficiary.



A bill of exchange contains:

1. The term 'bill of exchange' inserted in the body of the instrument and expressed in the language employed in drawing up the instrument;
2. An unconditional order to pay a determinate sum of money;
3. The name of the person who is to pay (drawee);
4. A statement of the time of payment;
5. A statement of the place where payment is to be made;
6. The name of the person to whom or to whose order payment is to be made;
7. A statement of the date and of the place where the bill is issued;
8. The signature of the person who issues the bill (drawer).



1.2 Parties involved to Bill of Exchange



- Drawer: issues/draws/signs the Bill of Exchange
- Drawee/Payer: on whom the B/E is drawn/
- Acceptor: accepts to pay on due date
- Beneficiary: payee (Drawer himself may be the payee)
- Endorser/assigner
- Avaliseur:



To:.....(7)..... (Name and address of Drawer)
.....(signed).....
.....(8)



Essential formal conditions of B/E



1. It must be in writing.
2. It can be typed, printed or hand written.
3. It should not be made by pencil, red ink or any easily erased ones.
4. The language: Int'l laws allow any languages in B/E but in a B/E, one language is used.
5. B/E is usually made out into 2 copies (more than 1 copy)
6. It should be properly stamped.



1.4 Classification of Bill of Exchange



1. Time of Payment

- At sight B/E
- Time (Usance) B/E

2. Drawer

- Commercial B/E
- Bank B/E

3. Negotiability

- Nameless B/E
- Nominated B/E
- To order B/E



2. Promissory note

Definition:

- is a commitment of the issuer to unconditionally pay the amount of money stated on the promissory note to the beneficiary upon the maturity.



III. Documents used in Int. trade finance



PROMISSORY NOTE

\$1,000.00
Amount

May 20, 20x6
Date

For value received, I promise to pay to the order of

Cook County Bank & Trust
Chicago, Illinois

One thousand and no/100 - - - - - Dollars

on August 18, 20x6
plus interest at the annual rate of 8 percent.

Samuel Mason

Principal

Interest period starts

Payee

Interest period ends on the maturity date

Interest rate

Maker



III. Documents used in Int. trade finance

Hối phiếu đòi nợ (Bill of Exchange)	Hối phiếu nhận nợ (Promissory Note)
<ul style="list-style-type: none">• Seller is drawer• Request the drawee (buyer) to implement the payment• The request of payment• Draw after delivery• The drawer can transfer to third party• Usually have banker's acceptance	<ul style="list-style-type: none">• Buyer is drawer• Promise to implement the payment for the beneficiary• The promise of payment• Draw before payment• The beneficiary can transfer to third party• Usually have banker's guarantee



2. Commercial Documents



- ❖ Commercial invoice
- ❖ Transport documents (Bill of Lading, Seaway bill, Airway bill,...)
- ❖ Insurance Policy/Certificate
- ❖ Certificate of Origin
- ❖ Certificate of Quantity/Quality
- ❖ Other commercial documents



2. TRANSPORTATION DOCUMENTS

BILL OF LADING



❖ Definition:

A Bill of Lading is a memorandum of the contract of carriage of goods signed by or on behalf of the master of a ship, certifying that goods have been received on board in good order for transportation and delivery as specified in the document

❖ A bill of lading must be transferable and serves three main functions:

- it is a receipt of goods = an acknowledgement that the goods have been received for shipment/loading
- it contains or evidences the terms of the contract of carriage; and
- it serves as a document of title to the goods



Name/Title



a) General name

- Bill of Lading
- Ocean Bill of Lading
- Marine Bill of Lading
- Sea Bill of Lading
- Liner Bill of Lading
- Port to Port Bill of Lading
- Through Bill of Lading

b) B/L for multimodal transport shipment

- Bill of Lading for Combined Transport Shipment or Port to Port Shipment
- Combined Transport Bill of Lading
- Bill of Lading for Multimodal Transport Shipment or Port to Port Shipment

c) FIATA B/L: Fédération Internationale des Associations de Transitaires et Assimilés– FIATA



UCP 600, Art.20



- ❖ **A bill of lading**, however named, must appear to:
 - i. indicate the name of the carrier and be signed by the carrier or the master
 - ii. indicate that the goods have been shipped on board a named vessel at the port of loading stated in the credit
 - iii. indicate shipment from the port of loading to the port of discharge stated in the credit.
 - iv. be the sole original bill of lading or, if issued in more than one original, be the full set as indicated on the bill of lading
 - v. contain terms and conditions of carriage or make reference to another source containing the terms and conditions of carriage
 - vi. contain no indication that it is subject to a charter party



山东省烟台国际海运公司
SHANDONG PROVINCE YANTAI INTERNATIONAL MARINE SHIPPING CO., LTD.



SHIPPER (COMPLETE NAME ADDRESS AND PHONE)

VN EXPORT, HAOI, VIETNAM
<http://michaelhoan.googlepages.com/>

Tên và địa chỉ người giao hàng

CONSIGNEE (COMPLETE NAME ADDRESS AND PHONE)

KR IMPORT
BUSAN KOREA

Người nhận hàng.
Nếu là vô danh sẽ ghi "to order ..."

NOTIFY PARTY (COMPLETE NAME ADDRESS AND PHONE) (It is agreed that no responsibilities shall be attached to the carrier or his agents for failure notify)

SAME AS CONSIGNEE

Bên được thông báo: tên, địa chỉ ng'
nhận hàng or NH mở L/C

PRE-CARRIAGE BY

PLACE OF RECEIPT

Nơi nhận hàng

(INTENDED) VESSEL VOYAGE

STADT RATZBURG
V.0751N

PORT OF LOADING

HAIPHONG, VIETNAM

Cảng bốc hàng lên tàu

PORT OF DISCHARGE

PUSAN KOREAN PORT

PLACE OF DELIVERY

PUSAN KOREAN PORT

Cảng dỡ hàng

Nơi giao hàng

PARTICULARS DECLARED BY SHIPPER BUT NOT ACKNOWLEDGED BY CARRIER

CONTAINER NO./SEAL NO. MARKS & NUMBERS	QUANTITY (FOR CUSTOMERS DECLARATION ONLY)	DESCRIPTION OF GOODS (SAID TO CONTAIN)	GROSS WEIGHT (KILOS)	MEASUREMENT (CU METRES)
AMFU8511037 / 24101	232 CTNS	SHIPPER'S LOAD, COUNT & SEAL. 01X40'HC CONTAINER S. T. C : BAMBOO BASKETS ORIGIN: VIETNAM 232 CARTONS = 2,320 SETS NW = 5,568 KGS GW = 6,032 KGS	6,032.00	57.240
Mã ki hiệu hàng hoá và số lượng • Số cont: AMFU 8511037 • Số chi: 949101		Mô tả hàng hoá	Trọng lượng tổng	CLEAN ON BOARD STADT RATZBURG V.0751N 18TH DEC, 2007 CY/CY

SURRENDERED

TOTAL NUMBER OF CONTAINERS
OR PACKAGE (IN WORD)

ONE CONTAINER ONLY

FREIGHT & CHARGES

RATE

UNIT

PREPAID

COLLECT

Cước và phí khác
FREIGHT PREPAID

Đã trả trước ở đầu xuất

EXCESS VALUE DECLARATION

PREPAID AT

PAYABLE AT

HAIPHONG

TEMPERATURE CONTROL INSTRUCTION

SIGNED BY / ON BEHALF OF THE CARRIER

PLACE OF ISSUE

HAIPHONG, VIETNAM

Nơi, ngày kí
phát vận đơn

DATE OF ISSUE

18TH DEC, 2007

SHANDONG PROVINCE YANTAI INTERNATIONAL MARINE SHIPPING CO., LTD.

LADEN ON BOARD OF VESSEL
DATE BY
SYMS STANDARD FORM 02

(Terms continued on the back hereof, please read carefully)

BILL OF LADING NO.

Số vận đơn SYVHKBKV7510586

Port-to-Port or Combine Transport

BILL OF LADING

RECEIVED by the carrier as specified below in external apparent good order and condition unless otherwise stated. The total number of packages or units stuffed in the container, the description of the goods and the weights shown in this Bill of Lading are furnished by the merchants, and which the carrier has no reasonable means of checking and is not a part of this Bill of Lading contract. The goods shall be transported to such place as agreed, authorized or permitted herein and subject to all the terms and conditions whether written, stamped, printed or incorporated on the front and reverse side hereof which the Merchant agrees to be bound by accepting this Bill of Lading and all privileges and customs notwithstanding in WITNESS whereof one (1) original Bill of Lading has been signed if not otherwise stated below. (If possible being accomplished the other(s), any, to be void, if required by this carrier one (1) original Bill of Lading must be surrendered duly endorsed in full for the goods or delivery order.

COPY
NON-NEGOTIABLE

No. of Original Bills of Lading

Số lượng B/L bản chính
THREE (03) được phát hành





Consignor/Shipper SAM YOUNG TRADING CO. RM 307 CITY PLAZA, 729-7 GUMJAN-DONG, DAMNAN-KU, ANSAN GYEONGGI-DO, KOREA		 BILL OF LADING OR MULTIMODAL TRANSPORT DOCUMENT	
Consignee/Complete Name and Address/Non-Negotiable Unless Consigned to Order S.Y. VINA JOINT-STOCK COMPANY KCM NHEN TRACH II, DONG NAI PROVINCE VIETNAM		B/L of Lading No. BSMH0110056	
Notify Party S.Y. VINA JOINT-STOCK COMPANY KCM NHEN TRACH II, DONG NAI PROVINCE VIETNAM		B. J FREIGHT SYSTEMS INTERNATIONAL FREIGHT FORWARDER ■ HEAD OFFICE : MASON BLDG, 3F, 305-2, MOK 2-DONG, YANGSEONG-CHUN-SI, SEOUL 150-808, KOREA TEL : (82) 02-7-3115787 FAX : (82) 02-7-3114-357-3131 ■ VIETNAM OFFICE : C/O H&S H&S SHIPING CO., LTD. 13-20 NGUYEN CAM HIEU STREET, WARD 4, TAN BINH DISTRICT, HOANG, VN TEL : 84-8-39480180 FAX : 84-8-39480182 ■ PUSAN OFFICE : TEL : (82) 402-4294 FAX : (82) 402-8038	
Pre-Carriage by _____ Place of Receipt _____ _____ BUSAN, KOREA		For Delivery of Goods Bearer Apply to: MC TRANS INTERNATIONAL (VIETNAM) CO., LTD 11A NGUYEN VAN MAI STREET, WARD 4, TAN BINH DISTRICT, HOCHIMINH CITY, VIETNAM TEL : 84-8-394800180 FAX : 84-8-39480182/ ATTN : MS. ANH Port of Loading: BUSAN, KOREA	
Vessel / Voyage No. HANLIN BANILA 0067R		Final Destination (For the Merchant's Ref. Only)	
Port of Discharge HOCHIMINH, VIETNAM		Place of Delivery HOCHIMINH, VIETNAM	

Particulars Furnished by Consignor/Shipper			
Container No. & Seal No. Mark & No.	No. & Kind of Containers or Packages	Description of Goods	Weight (KGS)
- ATTACHED RIDER -	202 PKGS	SAID TO CONTAIN:	24,937,000KGS
		202 PKGS OF	40,785023M
		FINISHING	
		DISPEL OT INDOAREZ ADF LIG BAGDOL A340M LIG TEALON CDS SANDACIO PER ANITISTAT 105F PHENDOLAR SRT	
CPS/CY		PARTS OF DYEING MACHINE PARTS OF DYEING MACHINE PARTS OF DYEING MACHINE "FREIGHT PREPAID"	ON BOARD DATE: FEB. 20, 2011

Excess Value Declaration (Refer to B/L 4.3)		Total Number of Containers or Packages (In Words) SAY : TWO HUNDRED AND TWO (202) PACKAGES ONLY.		Freight Payable at SEOUL, KOREA	
Freight & Charges FREIGHT PREPAID AS ARRANGED		Prepaid _____ Collected _____		Received by the Carrier, the Goods specified herein in apparent good order and condition unless otherwise stated, to be transported in such place as agreed, authorized or permitted herein and subject to all the terms and conditions appearing on the front and reverse of this Bill of Lading, or Multimodal Transport Document hereinafter called the "B/L" to which the Merchant agrees by accepting this B/L, notwithstanding any local privileges, customs or any other agreements between the parties. The particulars, if the Goods provided herein were stated by the shipper and the weight, measurements, quantity, condition, contents and value of the Goods are unknown to the Carrier, in which case the B/L is issued as "Received for Shipment" and the B/L is not a receipt for the Goods. If (bills of) or more original B/L(s) have been issued and either one of them is surrendered, all the other(s) shall be null and void. If required by the Carrier one of the duly ordered original B/L must be surrendered in exchange for the Goods or delivery order.	
Place and Date of Issue SEOUL, KOREA FEB. 21, 2011		No. of Original B/L THREE(3)		Signature _____	
Bill of Lading No. BSMH0110056		B. J FREIGHT SYSTEMS As a Carrier			



Consignor/Shipper SAM YOUNG TRADING CO. RM 307 CITY PLAZA, 729-7 GOJAN-DONG, DANWON-KU, ANSAN GYEONGGI-DO, KOREA		 BILL OF LADING OR MULTIMODAL TRANSPORT DOCUMENT	
		Bill of Lading No. BSNHCM110056	
Consignee (Complete Name and Address/Non-Negotiable Unless Consigned to Order) S.Y. VINA JOINT-STOCK COMPANY KCN NHON TRACH II, DONG NAI PROVINCE VIETNAM		 B.J. FREIGHT SYSTEMS INTERNATIONAL FREIGHT FORWARDER	
		■ HEAD OFFICE : MASON BLDG, 3F, 515-12, MOK 2-DONG, YANGCHEON-GU, SEOUL 158-808, KOREA TEL : (02) 337-3110(REP.) FAX : (02) 337-5114, 337-0737 ■ VIETNAM OFFICE : C/O HUU NGHI SHIPPING CO.,LTD. 12/20 NGUYEN CANH DI STREET, WARD 4, TAN BINH DISTRICT, HCMC, VN TEL : 84-8-9480180 FAX : 84-8-9480183 ■ PUSAN OFFICE : TEL : (051) 442-4254 FAX : (051) 442-6058	
Notify Party S.Y. VINA JOINT-STOCK COMPANY KCN NHON TRACH II, DONG NAI PROVINCE VIETNAM		For Delivery of Goods Please Apply to: MC TRANS INTERNATIONAL (VIETNAM) CO., LTD 11A NGUYEN VAN MAI STREET, WARD 4, TAN BINH DISTRICT, HOCHIMINH CITY, VIETNAM	
Pre-Carriage by	Place of Receipt	TEL : 84-8-394080180 FAX : 84-8-39480182/ ATTN : MS. ANH	
Vessel / Voyage No.		Port of Loading	
HANJIN MANILA 0067W		BUSAN, KOREA	
Port of Discharge	Place of Delivery	Final Destination (For the Merchant's Ref. Only)	
HOCHIMINH, VIETNAM	HOCHIMINH, VIETNAM		

Phần khai hàng hóa do người gửi hàng thực hiện

Particulars Furnished by Consignor/Shipper

Container No. & Seal No. Marks & No.	No. & Kinds of Containers or Packages	Description of Goods	Gross Weight (KGS)	Measurement (CBM)
- ATTACHED RIDER -	202 PKGS 40'DV x 1	SAID TO CONTAIN: 202 PKGS OF FINISHING	24,937.000KGS	40.7850CBM



ATTACHED RIVER -

202 PKGS OF

FINISHING

DISPEL DT
MODAREZ ACF LIQ
MASQUOL A34ON LIQ
TEXLON CDS
SANDACID PBK
ANITISTAT 105F
PHENOCLEAR SRT

PARTS OF DYEING MACHINE
PARTS OF DYEING MACHINE

PARTS OF DYEING MACHINE
"FREIGHT PREPAID"

ON BOARD DATE:
FEB.20,2011

25

CFS/CY

Excess Value Declaration(Refer to §II - 4.3) :

Total Number of Containers or Packages(In Words)		19		SAY : TWO HUNDRED AND TWO (202) PACKAGES ONLY.		Freight Payable at SEOUL, KOREA		20	
Freight & Charges		Prepaid		Collect		Received by the Carrier, the Goods specified herein in apparent good order and condition unless otherwise stated, to be transported to such place as agreed, authorized or permitted herein and subject to all the terms and conditions appearing on the front and reverse of this Bill of Lading or Multimodal Transport Document(hereinafter called the 'B/L') to which the Merchant agrees by accepting this B/L, notwithstanding any local privileges, customs or any other agreements between the parties. The particulars of the Goods provided herein were stated by the shipper and the weight, measurements, quantity, condition, contents and value of the Goods are unknown to the Carrier. In witness whereof three(3) original B/L(s) have been signed unless otherwise stated herein. If two(2) or more original B/L(s) have been issued and either one(1) has been surrendered, all the other(s) shall be null and void. If required by the Carrier one(1) duly endorsed original B/L must be surrendered in exchange for the Goods or delivery order.			
FREIGHT PREPAID AS ARRANGED									
21						Signature 24			
Place and Date of Issue		No. of Original B/L							
22		SEOUL, KOREA		FEB.21,2011		THREE(3)		23	
Bill of Lading No.		2				As a Carrier B.I FREIGHT SYSTEMS			
BSNHCM110056									