

# SALES CONTRACT

No: TS-SDY/04032021

Date: 04 March, 2021

**Between:**

<b>Buyer</b>	<b>COMPANY: Shenzhen Dongtai Youbang Investment Co.,Ltd</b> Address: Room B524, block A&B, YingFujiayuan, Yan ziling Community, Pingshan New District, Shenzhen City, China Hereinafter called " <b>THE BUYER</b> "
<b>Seller</b>	<b>COMPANY: TRUONG SON PAPER MANUFACTURING AND TRADING CO., LTD</b> Address: Duong O Area, Phong Khe Ward ,Bac Ninh City, Bac Ninh Province, Vietnam.  Tel: +84 2226501188 Bank: Ho Chi Minh City Development Joint Stock Commercial Bank, Bac Ninh Branch Account No: 112840070000023 Swift code : HDBCVNVX Bank Add: 1 <sup>st</sup> Floor, Viglacera Building, No 15 Ly Thai To Street, Dai Phuc Ward, Bac Ninh City, Bac ninh Province. Hereinafter called " <b>THE SELLER</b> "

***Seller** has agreed to sell and **Buyer** has agreed to buy the commodity under the following terms and conditions:*

## ARTICLE 1: COMMODITY,SPECIFICATIONS, QUANTITY, UNIT PRICE, TOTAL AMOUNT

Commodity and Physical Index	Width (mm)	Quantity (MT)	Unit Price (USD/MT)	Total Price (USD)
<b>Medium Paper 85 gsm</b> Bursting Strength: $\geq 1.8$ kgf/cm <sup>2</sup> Ring Crush: 7-9 N/cm <sup>2</sup> Moisture: $\leq 8$ % Waterproofing: $\geq 90$ s	750 - 1800mm	100MT( $\pm 10\%$ )	USD 350.00	USD 35,000.00
<b>Total Value</b>		<b>100MT(<math>\pm 10\%</math>)</b>		<b>USD 35,000.00</b>
<b>REMARKS:</b> 1) <b>BOTH QUANTITY AND AMOUNT 10% MORE OR LESS ARE ACCEPTABLE.</b> 2) <b>ALL QULATITY INSPECTION MUST BE ACCORDING WITH BUYER'S ORIGINAL SAMPLE AND REQUIREMENT.</b>				

*Say in words: United State Dollars Thirty-five Thousand Only. More or less 10%.*

**CIF SHEKOU CHINA, INCOTERMS 2010**

## **ARTICLE 2: SPECIFICATIONS, PAYMENT, SHIPPING DOCUMENTS**

### **2.1 Payment :**

The Buyer deposit 30%, After receipt of the packing and invoicing of the Seller, the buyer pays 70% of the contract value before being loaded onto the container.

Buyer pays to Seller as below account:

- **Company:** **TRUONG SON PAPER MANUFACTURING AND TRADING CO.,LTD**
- **Bank:** Ho Chi Minh City Development Joint Stock Commercial Bank, Bac Ninh Branch
- **Account No:** 112840070000023
- **Swift code :** HDBCNVNX
- **Bank Add:** 1<sup>st</sup> Floor, Viglacera Building, No 15 Ly Thai To Street, Dai Phuc Ward, Bac Ninh City, Bac ninh Province.

### **2.2 Penalty:**

The seller ensures delivery of the goods on time .Delivery before 10/03/2021

If not delivered on time, the seller is subject to a fine of 0.5% of the total contract value

### **2.3- SHIPPING DOCUMENTS:**

+ Commercial Invoice: 03 originals and 03 copies.

+ Full set of “ Clean shipped on board” Bill of Lading : 03 Originals and 03 copies

+ Packing list: 03 originals

\*Note: The original shipping documents will be sent directly to the seller’s address by DHL within 3 days after the shipment loaded on board.

## **ARTICLE 3: PACKING, SHIPMENT**

### **3.1 Packing:**

Standard packing in rolls as per seller’s standard then put in container of 40 feet HC.

### **3.2 Shipment:**

- **Mode of shipment:** **BY OCEAN VESSEL CONTAINER.**
- **Port of shipment:** **HAI PHONG PORT VIET NAM.**
- **Port of destination:** **SHEKOU PORT CHINA.**
- **Expected shipment time:** 3 days after the seller receives 100% total payment..

## **ARTICLE 4: QUALITY**

As the quality paper sample agreed and accepted between two parties and as the Physical Index agreed in Article No.1 of the contract.Only two or fewer connections are allowed per volume.

## **ARTICLE 5: FORCE MAJEURE**

-Seller shall not be liable for any failure to perform any of its obligations under this Contract due to an event of Force Majeure. Events of Force Majeure are events beyond the control of SELLER and include but are not limited to war, civil unrest, strikes, lock-outs and other labour disputes, acts of government, natural disasters, accidents or some other unusual event with equally drastic effects.

-The prerequisite for Seller to claim Force Majeure is contingent on Seller advising Buyer immediately of the occurrence of Force Majeure and on Seller sending by airmail to Buyer within thirty (30) days a certificate of Force Majeure issued by the Government Authority, Chamber of Commerce, or an organization with similar authority that such an event has occurred as evidence.

**ARTICLE 6: GENERAL CONDITION**

Both the Buyer and the Seller hereby undertake to comply strictly with all the terms and conditions of the contract. Any additions and/ or adjustment to the contract must be made in writing and subject to the consent of both parties.

Any transaction and or agreement before signing this contract shall become null and void. English is the legal language used in this contract and all relative documents .This contract is made into 02(two) copies, each party keep one of authentic value and will be effective from the signing date.

**FOR THE SELLER****FOR THE BUYER**