

销售合同  
**PURCHASE CONTRACT**  
合同编号/Contract No/: HC-SZDT/210513  
签订日期/Date/: 13 May, 2021

本销售合同由以下双方签署 This Purchase Contract ("Contract") has been entered into:

<b>(Seller)</b>	<b>COMPANY : HA CHI IMPORT- EXPORT TRADING COMPANY LIMITED</b> <b>Address</b> : Number 86, Lane 126 Khuat Duy Tien, Nhan Chinh Ward, Thanh Xuan District, Hanoi City, Vietnam <b>Tel</b> : +84904998119 <b>Bank</b> : Viet Nam Prosperity Joint Stock Commercial Bank Ha Noi Viet Nam <b>Account No</b> : 223366252 <b>Swift code</b> : VPBKVNXX <b>Bank Add</b> : Floor 1, Building 29T1, Trung Hoa Nhan Chinh Area , Hoang Dao Thuy Street, Trung Hoa Ward, Cau Giay District, Hanoi City, Vietnam. <i>Hereinafter called "THE SELLER"</i>
<b>(Buyer)</b>	<b>COMPANY : SHENZHEN DONGTAI YOUNG INVESTMENT CO.,LTD</b> <b>Address</b> : Room 212, Part A, Floor 2, Building 1, Area B, Yanziling Living Area, Nanbu Community, Longtian Street, Pingshan District, Shenzhen, China <b>Tel</b> : +0086 <b>Email</b> : taihongyusy@126.com <i>Hereinafter called "THE BUYER"</i>

本合同中，买方和卖方单独地称为“一方”，共同地称为“双方”。

The Buyer and The Seller are in this Contract individually referred to as a "Party" and collectively as "the Parties".

**第 1 条 Article 1 商品 Products**

本合同由买卖双方订立，根据本合同规定的条款，买方同意购买，卖方同意出售下述商品：

This Contract is made by and between **THE BUYER** and **THE SELLER**, whereby **THE BUYER** agree to buy and **THE SELLER** agree to sell the Undermentioned commodity according to the terms and conditions stipulated below:

Commodity and Physical Index	Width (mm)	Quantity (MT)	Unit Price (USD/MT)	Total Price (USD)
<b>Medium Paper 85g/m<sup>2</sup></b> Bursting Strength: ≥ 1.8 kgf/cm <sup>2</sup> Ring Crush: ≥ 6.5 N.m/g Moisture: ≤ 8 % Waterproofing: ≥ 90 s	800-1800mm	200MT	360.00\$	72,000.00
<b>Total Value</b>		/	/	<b>72,000.00</b>
<b>REMARKS:</b> 1) BOTH QUANTITY AND AMOUNT 10% MORE OR LESS ARE ACCEPTABLE. 2) ALL QUALITY INSPECTION MUST BE ACCORDING WITH BUYER'S ORIGINAL SAMPLE AND REQUIREMENT.				

**Say in words: United State Dollars Seventy-two Thousand Only. More or less ten percent.**  
**CIF SEKOU - CHINA , INCOTERMS 2010**

**Note:**

1. 没臭味 No Smell.
2. 定量: 85 克,最好往下偏差-3%。Basis weight: 85gsm, better -3%.
3. 湿度: 7—9 Moisture: 7~9%
4. 防水性能: ≥90 秒 Waterproof: ≥90 seconds.
5. 环压强度: 大于或等于 6.5Kgf 标准 Ring Crush : not less than 6.5Kgf standard.
6. 每筒纸接头只允许 2 个接头以内, 并且在接口处用标签作记号  
Each Paper Roll shall be within 2 joints only and the joint shall be marked on the side.
7. 装箱规格和数量: 由买方确认  
The Number and specifications of the packing: shall be confirmed by Buyer.
8. 每筒纸生产宽度: 由买方提供, 但是总宽度按照 2900mm- 3400mm 的纸幅宽度来配  
Production width of each roll: supplied by Buyer but according to 2900mm-3400mm full use.  
所有资料中的产品描述: 显示品名为“高强瓦楞芯纸”  
All the description of the goods in documents: indicating “Corrugated Core Paper”.
9. HS 编码: 48051900
10. 提单: 提单电放 B/L: B/L Telex release requirement.
11. 原产国 Country of Origin 越南 Vietnam

**第 2 条 Article 2 装运 Shipment**

- 2.1 运输方式 MODE OF SHIPMENT: BY OCEAN VESSEL CONTAINER
- 2.2 装运港 PORT OF SHIPMENT: HAI PHONG PORT, VIET NAM
- 2.3 目的港 PORT OF DESTINATION: CIF SHEKOU PORT, CHINA.
- 2.3 发货时间 :EXPECTED SHIPMENT TIME: Within 2 days after **THE SELLER** received 100% total payment.

**第 3 条 Article 3 交付和验收 DELIVERY AND INSPECTION**

- 3.1 Issue full set of B/L (3 original/3 copy), sent to THE BUYER within 3 days after loading , consignee should be THE BUYER , notify part should be THE BUYER.  
3 天内将 3 份提单原件及复印件寄送给买方.
- 3.2 02 (two) Original CO Form E with HS Code will be send to THE BUYER by DHL after 5 (five) days from BL date. Invoice and packing list will be sent together to THE BUYER for Customs Clearance .

**第 4 条 Article 4 规格 Specifications**

卖方保证商品符合买卖双方约定的规格要求 (“规格”)。

THE SELLER warrants that the Products will conform to the specifications agreed between THE SELLER and THE BUYER (“Specifications”).

**第 5 条 Article 5 支付 Payment**

- 5.1 买方应在生产前支付定金, 在装货离港前完成 T/T 货款支付。卖方应在收到定金后, 7 天内完成货物的生产和交付。  
**THE BUYER** shall pay down payment before production. Balance payment-please T/T before leave Vietnam port.**THE SELLER** shall complete the production and delivery of the goods within 7 days after receiving the deposit.
- 5.2 货款应用美金支付。Payment for the Products shall be remitted in USD.
- 5.3 支付Payment

买方支付 50%的订金, 卖方安排货物生产。卖方货物生产完成, 向买方提供货物的装箱清单和发票, 买方将支付合同价值剩余的 50%。

**THE BUYER** pays 50% deposit and **THE SELLER** arranges the production of the goods. Upon completion of production, the Seller shall provide the buyer with the packing list and invoice of the goods, and the buyer shall Pay the remaining 50% of the contract value.

买方通过以下帐户向卖方付款/THE BUYER pays to Seller as below account:

- **COMPANY : HA CHI IMPORT- EXPORT TRADING COMPANY LIMITED**
- **Bank : Viet Nam Prosperity Joint Stock Commercial Bank Ha Noi Viet Nam**
- **Account No: 223366252**
- **Swift code : VPBKVN VX**

- **Bank add** : Floor 1, Building 29T1, Trung Hoa Nhan Chinh Area , Hoang Dao Thuy Street, Trung Hoa Ward, Cau Giay District, Hanoi City, Vietnam.

## **第 6 条 Article 6 包装 Packing**

6.1 In Rolls, loaded into 40'HC containers. 装入 40'HC 柜子。

6.2 THE SELLER shall indicate on the package of the Products the name, quality and amount of the Products, and other information instructed by THE BUYER.

卖方应在商品的包装上标明商品的名称、质量和数量，以及买方所指示的其他信息。

## **第 7 条 Article 7 保证 Warranty**

7.1 卖方保证提供给买方的所有货物均依照卖方所提供的物理指标作为依据。

THE SELLER guarantees that all the goods supplied to THE BUYER are based on the physical indicators provided by THE SELLER.

7.2 卖方保证如商品与第 4 条规定的规格不符，则其会将买方已接受的、因缺陷原材料或工艺生产出的缺陷商品（“缺陷商品”）进行修理或者更换；但，该缺陷商品应在买方检测出问题后二十（20）天内送回，并经适当包装，附随一份注明购买日期的请求书。但该保证不涵盖二次的、或附随的故障、损失或事故。该保证自交付之日起六（6）个月内有效。

Seller warrants that in case of the nonconformity with the Specifications stipulated in Article 4, it will either repair or replace any Products (“Defective Products”) here under which are accepted by Buyer as being defective due to faulty materials, or workmanship used to manufacture such Defective Products, provided, however, that the Defective Products thereof are returned to Seller within twenty (20) days from the date of Buyer detecting the failure, suitably packaged, together with a claim in writing which specifies the date of purchase. The Warranty does not, however, cover secondary or incidental breakdowns, damage or accidents. Above warranty shall cover a period of six (6) months from the date of delivery.

## **第 8 条 Article 8 知识产权 Intellectual Property Rights**

卖方保留所有商品相关的知识产权（包括但不限于发明专利权、实用新型专利权、外观设计专利权、著作权、商业秘密、和其他知识产权）。

THE SELLER shall retain all intellectual property rights (including but not limited to, invents patents rights, utility models rights, industrial designs rights, copyrights, trade secret rights, and any other intellectual property rights) to the Products.

## **第 9 条 Article 9 不可抗力 Force Majeure**

9.1 因不可抗力导致无法履行其义务的，卖方无需负任何责任。该等不可抗力是指卖方无法克服的事件，包括但不限于战争、内战、罢工、封锁和其他劳动争议、政府行为、自然灾害、事故或其他一些不寻常的具有同样激烈影响的事件。

THE 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 THE SELLER and shall include, without limitation, war, civil unrest, strikes, lock-outs and other labor disputes, acts of government, natural disasters, accidents or some other unusual event with equally drastic effects.

9.2 卖方不承担责任的前提条件是，卖方应立即通知买方上述事件的发生，并在此后的三十（30）天内，卖方应将事故发生地政府主管机关、商会或类似机构出具的事故证明书航空邮寄给买方，以作为事故发生的证据。

THE SELLER shall advise THE BUYER immediately of the occurrence of the above mentioned events and within thirty (30) days thereafter, THE SELLER shall send by airmail to THE BUYER for its acceptance a certificate of the accident issued by the competent Government Authority, chamber of commerce, or similar organization, where the accident occurs as evidence thereof.

9.3 但，在此情况下，卖方仍有义务采取一切必要的措施来加快货物的交货。如果事故持续超过六十（60）天，买方或卖方有权取消合同。反之，买方不得因不可抗力而延误履行本合同的全部或任何部分的责任。

Under such circumstances Seller, however, is still under the obligation to take all necessary measures to hasten the delivery of the commodity. In case the accident lasts for more than sixty (60) days, THE BUYER or THE SELLER shall have the right to cancel the Contract. Vice versa, THE BUYER shall not be held responsible for failure or delay to perform all or any part of this Contract due to Force Majeure.

## **第 10 条 Article 10 一般规定 General Provision**

对本合同任何条款进行修改，均应以书面形式并经双方当事人各自的合法授权代表签署，否则无效。

Modifications to the provisions in this Contract are effective only made in the written form and signed by the duly authorized representatives of each party.

## **第 11 条 Article 11 仲裁 Arbitration**

本合同受中华人民共和国的法律管辖，并按其进行解释。一切因本合同而发生或与本合同有关的任何争议，

如果可能，应通过友好协商解决。如果协商不能解决，任何一方都可以提出仲裁。仲裁地址在中国，仲裁提交中国国际经济贸易仲裁委员会进行仲裁，并适用它的仲裁规则。仲裁裁决是最终的，对双方均有约束力。除仲裁另有裁定外，仲裁费用由败诉方负担。

This Contract shall be governed by and construed in accordance with the law of the People's Republic of China. Any disputes arising from or in connection with this Contract shall if possible be settled amicably through friendly negotiation. In case no settlement can be reached thereby the dispute may if either party so requires be resolved by the arbitration shall be China. The arbitration shall take place in the China International Economic and Trade Arbitration Commission and its arbitral rules shall be applicable. The award shall be final and binding upon both parties. The arbitration fees, unless otherwise awarded, shall be borne by the losing party.

#### 第12条 Article 12 其它Miscellaneous

12.1 文字：本合同中、英两种文字具有同等法律效力，在文字解释上，若有异议，以中文解释为准。

Version: This contract is made out in both Chinese and English of which version is equally effective. Conflicts between these two languages arising therefrom, if any, shall be subject to Chinese Version.

12.2 附件条款（本合同上述条款与本附加天条款有抵触时，以本附加条款为准）：

Additional Clause: (conflicts between contract clause here above and this additional clause, if any, it is subject to this additional clause).

12.3 本合同一式两份，买卖双方各执一份为证，自双方代表签字（盖章）之日起生效。

This Contract is made out in two original copies, one copy to be held by each party in witness thereof, Effective since being signed/sealed by both parties.

买方 / THE BUYER

卖方 / THE SELLER



GIÁM ĐỐC  
*Lê Văn Thế*