

CONTRACT SALE OF GOODS

Party A (hereinafter referred to as “Seller”)

- Name of company:
- The headquarter of company
- Authorized
person:.....
- Position:

Party B (hereinafter referred to as “Buyer”)

- Name of company:
- The headquarter of company
- Authorized
person:.....
- Position:

Both Parties declare an interest in the sale and purchase of goods under the present Contract and undertake to observe the following agreement:

ARTICLE 1: PRODUCTS

Under the present Contract, The Seller undertakes to provide and The Buyer to purchase the following product.....with the quantity is.....

ARTICLE 2: PRICE

The total price of the products which the Buyer have to pay the Seller shall be.....(with the number and letter) including:

- The cost of products:.....
- The cost of delivery:.....
- The insurance fee:.....

ARTICLE 3: PAYMENTS

The Buyer can pay the price by cash, check or bank transfer to the bank account and bank branch designated by the Seller.

The price shall be paid with...% on signing the present contract and the rest shall be paid on the delivery of the goods.

ARTICLE 4: DELIVERY CONDITIONS

The Seller shall deliver the products to(*the place*) at(*the time*).

The goods shall be delivered at the agreed place, and to the transport agent designated by the Buyer, at least....before the deadline established in the present Contract. Should the Buyer fail to take charge of the goods on arrival, the Seller shall be entitled to demand the fulfillment of the contract and payment of the agreed price.

ARTICLE 5: PACKAGING

The seller undertakes to deliver the products hereunder, suitably wrapped and packaged for their specific characteristics and for the conditions of transport to be used.

ARTICLE 6: INSPECTION – NONCONFORMITY AND CURE

Buyer shall inspect goods at delivery.

Buyer shall identify any nonconformity (“nonconformity” – failure of the goods to conform to the contract) discoverable by reasonable inspection.

Seller may promptly cure (“cure” – to repair or replace) any nonconformity discovered by Seller at time of delivery.

Seller shall cure any nonconformity at its own expense.

If Buyer fails to identify any nonconformity discoverable by reasonable inspection at the time of delivery which Seller could have promptly cured, Buyer shall not recover damages.

If Buyer later discovers any nonconformity not ascertainable at the time of delivery, Buyer must notify Seller by fax of the asserted failure within three business days after the date the nonconformity was first discovered or be barred from any remedy with respect to that nonconformity.

ARTICLE 7: DISCLAIMER OF EXXPRESS WARRANTIES

Seller warrants that the goods are as described in this agreement, but no other express warranty is made in respect to the goods. If any model or sample was shown by Buyer, such model or sample was used merely to illustrate the general type and quality of the goods and not to represent that the goods would necessarily conform to the model or sample.

ARTICLE 8: FORCE MAJEURE

Seller shall not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control. Such causes include but are not limited to:

- + Acts of God;
- + War;
- + Supply shortages;
- + Strikes or labor disputes;
- + Embargoes or government orders; or any other unforeseeable event.

ARTICLE 9: ASSIGNMENT & DELEGATION

Buyer shall not assign any right to receive slings (or goods) under this agreement.

Buyer shall not delegate any duty of payment to others for the slings.

No delegation of any obligation owed by either Seller or Buyer shall occur without written permission from both parties.

ARTICLE 10: CHOICE OF LAW PROVISION & FORUM SELECTION CLAUSE

This agreement shall be construed according to Vietnamese law. If parties have any disputes, it will be solved by the court in Hanoi, Vietnam.

ARTICLE 11: MERGER CLAUSE

Both parties intend this contract to constitute the complete and final expression of this agreement.

All warranties by Seller outside this agreement lack enforceability.

Any later agreements or other terms excluded from this agreement, which the parties desire to enforce, must be in writing and signed by each