

CONTRACT FOR SALE OF GOODS

– Pursuant to Commercial law No. 36/2005/QH11, passed by the national assembly on January 01st, 2006

– Pursuant to the civil code No. 91/2015/QH13 dated November 24, 2015

– Pursuant to offer (offer or agreement of both parties).

Today, Date ... Month ... Year ...

At place:

We include:

Party A (hereinafter referred to as “Seller”)

– Name of enterprise:

– The head office address:

– Number phone:..... Fax:

– Bank account No:.....

– Opening at bank:.....

– Authorized
person:.....

– Position:

– The letter of authorization (If the authorized person signs on behalf of the director) No: *Date ... Month ... Year ...*

By: Title signs.

Party B (hereinafter referred to as “Buyer”)

– Name of enterprise:

– The head office address:

– Number phone: Fax:

– Bank account No:

- Opening at bank:
- Authorized person:
- Position:
- The letter of authorization (If the authorized person signs on behalf of the director)

No: ... *Date* ... *Month* ... *Year* ...

By: Role signs.

Both parties agreed to the conclusion of contract with the contents as follows:

RECITALS

1. Production Expansion.

- a. Buyer is expanding its production facilities.
- b. The expansion plan subdivides into three phases which come on line:
 - Phase One—January 2015
 - Phase two—February 2015
 - Phase three—May 2015.
- c. To commence production in a phase of new construction, Buyer must satisfy the following conditions:
 - Obtain a Certificate of Occupancy, and
 - Receive authorization to manufacture.
- d. To qualify for the foregoing conditions, Buyer must pass a fire safety inspection, which requires it adequately equip its machinery with slings and hoists.

TERMS

1. Agreement of Sale.

Seller agrees to sell and Buyer agrees to buy 200 units of the Model X 47 Mechanical Sling for \$1,000 per unit. (“Unit” – each individual Model X 47 Mechanical Sling).

2. Payment

Payment shall occur upon delivery for the price stated in section 1.

Payment shall occur at Seller's production plant on 123 Broad Street, Lexington, KY 40502.

3. Delivery and Acceptance.

- a. Delivery shall occur at Seller's production plant.
- b. Delivery shall be in three installments.
 - The first installment shall be on January 1, 2015.
 - The second installment shall be on February 1, 2015
 - The third installment shall be on May 1, of 2015.
- c. Installments one and two shall be in fifty units.
- d. The third installment shall be in one-hundred units.

4. Loading & Transportation.

Buyer agrees to collect, load, and transport the goods at its expense.

5. Notice of Delivery.

- a. Seller shall notify Buyer of readiness for delivery by fax no later than six days before each delivery ("timely notice").
- b. If Seller gives timely notice, Buyer shall pick up goods on the date scheduled for installment.

6. Delayed Notice.

- a. If Seller fails to provide timely notice regarding a scheduled installment, but notifies Buyer before the 12th of any specified installment month (January 12, February 12, May 12) Buyer must pick up the goods.
- b. However, such delay ("delay" – failure to provide timely notice) permits a five day extension period for Buyer before collecting the goods, beginning when Buyer first receives notice of readiness for delivery.
- c. Seller assumes responsibility for all damage and/or destruction to goods during any resulting period of delay.
- d. Buyer may reject installment if Seller fails to notify Buyer before the 12th of any scheduled installment month that delivery is ready,
- e. If Seller delays notice as stated in section b., Buyer may also elect to terminate this agreement.

7. Election – Right to Refuse/Terminate Agreement.

1. If Buyer elects to refuse installment or terminate this agreement, Buyer shall:

(1) Notify Seller by fax no later than two days after its right of refusal ("right of refusal" – right to refuse installment or terminate this agreement) arises.

(2) Seller shall discontinue all preparation on present and future installation deliveries.

(3) Buyer may sue for damages not otherwise precluded by the contract.

1. If Buyer fails to notify as required by its above right of refusal, Buyer must still pick up the goods. However, Buyer shall extend as many days necessary beyond the scheduled date to provide Buyer five days from receiving notice of readiness for delivery.

8. 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.

Disclaimer of Express 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 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.

10. Disclaimer of Implied Warranties. THE GOODS SOLD UNDER THIS CONTRACT ARE PURCHASED BY THE BUYER "AS IS" AND THE SELLER DOES NOT WARRANTY THAT THEY ARE OF MERCHANTABLE QUALITY OR THAT THEY CAN BE USED FOR ANY PARTICULAR PURPOSE.

11. Force Majeure.

1. 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.

12. 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.

13. Choice of Law Provision & Forum Selection Clause.

This agreement shall be construed according to Kentucky law.

The forum state for any legal action shall be Kentucky.

14. Statute of Limitations.

Any action for breach of this agreement must begin within one year after the cause of action has accrued.

15. Attorney Fees Provision.

If litigation must ensue by either party for breach of agreement, the prevailing party shall receive reasonable attorney fees, including costs and expenses incurred.

16. No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

17. 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

Representative APosition

Sign(Stamp)

Representative BPosition

Sign(Stamp)