

Saturday, 09 June 2018, 09:37:08 AM

SOCIALIST REPUBLIC OF VIETNAM

Independence - Freedom - Happiness

TP. Ho Chi Minh City November 1, 2016

CONTRACT PRINCIPLES

Number .: / HĐNT1-16

Company A(Seller)

Pursuant to the current provisions of the law of the Socialist Republic of Vietnam.

Address: [.....]

Phone: [.....] Fax: [.....]

CNĐKDN number: [.....] Level changed the 23 days: [.....]

Account: [.....]

Bank: Ngoại thương TP.Hồ Chí Minh - Chi nhánh: [.....]

Tax tax: [.....]

User: Mr. [.....]

Position: General Director

Company B(Buyer)

Address : [.....]

Telephone: Fax : [.....]

Coded turnover: [.....] Amended 05 times: [.....]

Account : [.....]

Bank: Foreign Trade of Ho Chi Minh City - Branch: [.....]

Tax code : [.....]

Represented by: Mr. [.....]

Position: General Director

Both parties agree to enter into a contract for purchase and sale of iron and steel (hereinafter referred to as the "Agreement") with the following specific contents:

Article 1: Name of goods, specifications, quantity, price, quality

1.1. Specifications, quantity, unit price:

Party A receives the following supplies for Party B:

Commodity Description: Iron, Pomina steel according to order of Party B.

Quantity: According to each specific order

Unit price (VND): The price calculated according to the time issued by Party A

1.2. Quality: Iron, steel must meet the quality standards of manufacturers.

Article 2: Mode of delivery and receipt

1.1 Order: When requested, Party B sends to Party A a written or fax order specifying the quantity, specifications, types of goods, conditions for delivery and receipt, delivery time, consignee and payment terms. Party A is responsible for confirming the order of Party B within 24 hours from the time of receiving the order and delivering the goods according to the order. The order confirmed by Party A (in writing or via Fax) is considered as an integral part of the Contract.

2. 2. Place of delivery: At the depots or branches of Party A. Party A authorizes the branches on behalf of Party A to perform part of the Contract, namely deliveries and invoices. When Party B purchases or receives goods at a branch of Party A, it shall be responsible for acting on behalf of the Company to carry out this authorization. Authorized branches include:

Company B

Company C

Company D

3. 3. Delivery time: within 02 days from the date of Party A's confirmation of the order or other time as requested by Party B in each specific order. In case Party A late deliveries, Party A shall bear interest at the rate of 0.1% per day for the value of delayed delivery. However, the time for delivery is not more than 07 days, if Party A late delivery than 07 days, Party B is entitled to unilaterally terminate the Agreement (including orders) and Party A shall be subject to a fine of 8% of the value Contract, and at the same time compensate for all damages incurred.

4. 4. Loading and unloading costs: Each party shall bear one head.

5. Transportation costs: Party B shall bear, except in the case stated in Article 2.6 of the Contract.

6. When receiving goods, Party B must check the quantity and specifications of goods. If the goods are found to be missing or not according to the order, the minutes shall be made on the spot and the two parties jointly certified. Party B has the right to refuse to receive goods in accordance with the requirements, Party A must return to Party B full of correct requirements within 02 days from the date of incorrect delivery. The cost of transportation caused by wrong delivery of Party A will be paid by Party A. After 2 days, if Party B does not fulfill all requirements, Party B will be entitled to terminate the contract (including order), Party A will be fined 8% / value of violation order and Compensation for all damages incurred.

Article 3: Payment method

1. 1. Party B shall pay to Party A by way of transfer to the account of ABC Steel Limited according to the account information stated in the first part of the Agreement for all shipments delivered at the warehouses or branches of Party A as stipulated in Article 2.

2. Time of payment: Payment shall be made on each order. Unless the order has a different settlement date, the payment period for each order is within 30 (thirty) days of the completion of the delivery of the goods in accordance with that order (expressed in bounds delivery of goods with full signature of representatives of the two sides). If Party B pays the overdue amount as stipulated above, Party A will suspend delivery until Party B pays the overdue debt

even though the outstanding balance as stipulated in Article 4.1. In addition to paying the overdue debt, Party B also has to pay 1.25% / month more on the total amount of overdue.

Article 4: GENERAL TERMS

4. 1. The maximum debit balance is VND 5,000,000,000 (five billion dong); if the outstanding balance has reached the maximum level, Party B must pay the old debt below the maximum debit balance, although not yet due or payment by Party B sufficient payment.

4. 2. During the implementation of the contract, if the two parties have other agreements, they must be made in writing with the signature of the competent representatives of the two parties. This document is an integral part of the Agreement.

At the end of each month, the two parties shall jointly carry out the "minutes of debt certification" to confirm the outstanding debts, overdue interest and other arising amounts (if any). This record shall serve as basis for subsequent payment installments or as a basis for settling disputes (if any). Party B sends back to Party A the minutes by mail or by fax with the same value. The debt certification must be completed before the 20th day of the following month. If past the above time limit, Party B does not confirm the debt as agreed, then Party A will accept the data.

4. 4. The two parties undertake to strictly abide by the agreed terms. Unless Party B terminates the performance of the Contract stated in Article 2.6 and Article 3.2 of the Agreement, each party shall be entitled to unilaterally terminate the performance of the Contract provided that it must notify the other party in writing at least 30 days before the expected date of termination.

5. 5. The two parties must notify each other of the progress of the contract, if any matter arises outside the plan, the two sides must discuss and settle the minutes. In case of non-resolution of the case, the case shall be resolved by the competent court of the place where the Acquiror's head office is located. Any costs incurred in settling the case will be borne by the losing party.

Article 5: Final provision

5. 1. Before the liquidation of the Agreement, each party shall fulfill its obligations to the other.

2. This contract shall be liquidated when:

- Both parties agree to liquidate the Agreement before expiry.
- The contract expires in accordance with Article 5.5.
- Either party unilaterally terminates the performance of the Contract as provided in Article 4.4.
- Party B unilaterally terminates the performance of the Contract in accordance with Article 2.6 and Article 3.2 of the Agreement.

5.3 The contract is made in 04 (four) copies, each party holding 02 (two) copies of equal value.

5.4 This contract is valid from the date of signing to the end of 31/12/2017. In the case of an order confirmed before 31/12/2017, the order will continue to be made until the order is completed (there is a delivery note with full signature of both parties and Party B completes payment to Party A), unless Party B requests the cancellation of such order.

Represented by A

general manager

(Signature, full name and stamp)

Tran Huu Phuoc

Represented by B

general manager

(Signature, full name and stamp)

Hoang Duc Thang