

**SOCIALIST REPUBLIC OF VIETNAM**

Independence – Freedom – Happiness

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**CONTRACT OF PRINCIPLES OF  
PROVIDING INLAND FREIGHT SERVICE**

**No : ..... /LQ – ..... /2021**

- Pursuant to the Civil Code No.91/2015/QH13 dated November 24, 2015 of the National Assembly of the Socialist Republic of Vietnam (came into effect since January 1, 2017)
- Pursuant to the Commercial Law No. 36/2005/QH11 approved by the 11th National Assembly of the Socialist Republic of June 14, 2005 and relevant legal documents;
- Pursuant to the needs, abilities, and agreement of both parties.

The contract is formed on ..... in Cam Ranh City, Khanh Hoa Province Vietnam.

**PARTY A: LIEN QUOC TRANSPORTATION TRADING-SERVICES LTD**

Address : 1950 Hung Vuong Str, Cam Thuan Ward, Cam Ranh City, Khanh Hoa Province, Vietnam.

Telephone : 0868 656 088 Email: vantailienquoc@gmail.com

Tax code : 4201677984

Bank account : 0581000757128 VietcomBank – Nha Trang Branch

Representative : Mr. **LE CHI CUONG** Position: Director

**PARTY B:**

Address :

Telephone : Fax:

Tax code :

Bank account :

Representative : Position:

**After reaching an agreement, the two parties agree to sign a contract of inland freight service with the following terms and conditions:**

**Article 1: Goods and means of transportation:**

**Party B agrees to hire Party A to transport goods with the following details:**

- Items: Goods provided by Party B.
- Weight: Applied per consignment/order.
- Place of receipt and delivery:
  - Place of receipt: as specified by Party B for each shipment
  - Place of delivery: as specified by Party B for each shipment
- Unit price: Detailed in the attached appendix or quotation.

**Article 2: Goods that Party A refuses to transport:**

**Party A will not accept, and reserves the right to refuse any of the following consignments, at the sole discretion of Party A:**

- Prohibited goods such as explosives, poisons, flammable substances, radioactive substances, compressed air, corrosives, weapons, and any other goods whose nature or packaging may be dangerous to personnel of Party A or cause damage to other consignments.
- Consignments that is classified as hazardous materials, dangerous goods, goods banned or restricted by the Ministry of Transport, other state management agencies or other relevant organizations.
- Perishable infectious and non-infectious substances, radioactive materials.
- If Party A determines that the consignment cannot be safely or legally carried (including but not limited: animals, bullion, cash, types of bonds, precious stones and metals, weapons, parts of weapons and ammunition, living people, drugs and depraved cultural products)

**Article 3: Ownership of goods:**

- The entire consignment that Party A transports for Party B is owned by Party B.
- Party A transports goods for Party B and these goods are preserved by Party A on behalf of Party B after a representative of Party A has signed upon receiving them. Only until Party A delivers goods to the places specified by Party B and gets the signature of the recipient on the invoice, Party A will be out of responsible for transportation.

**Article 4: Payment:**

1. **Invoice of payment:**
  2. VAT invoices given to Party B by Party A summarize the cost of shipments and value of freight in the past month.
  3. Goods receipt-delivery documents.
- **Method and time of payment:**
  - Within 15 days from the date Party B receives all valid documents, Party B must pay Party A the freight.
  - After 15 days from the date Party B receives all valid documents from Party A, if Party B does not pay to Party A, Party B must bear an interest rate of 0.1% per day at the time of late payment for the amount of late payment.
  - Payment method: Cash or bank transfer

## **Article 5: Responsibilities and capacity of each party:**

### **Party A's responsibilities:**

Receive goods promptly upon Party B's request.

Transport goods fully and safely to the designated places.

During the transportation process for Party B, Party A must preserve the goods under the regulations and ensure safety for the goods. Party A will be fully responsible for compensating 100% of the damage in case of loss or damage to Party B's goods if it is proved to be the fault of Party A.

Deliver the right quantity of goods that received from Party B and request the consignee to sign for confirmation of the quantity and condition of the goods. Provide Party B with a set of receipt-delivery documents, which is considered as a standard for both parties during the receipt and delivery process.

Party A must ensure the absolute safety of goods during transportation and ensure on-time delivery as committed. In case of force majeure (natural disaster, bad weather, accident, damaged vehicles...), Party A must promptly notify Party B to work out the most optimal solution together.

Provide all necessary documents when making a payment request.

### **Party B's responsibilities:**

Party B must ensure and take full responsibility for the legality and validity of goods. Goods prohibited from transport under the current laws of the Socialist Republic of Vietnam shall not be delivered to Party A.

Party B is responsible for providing complete and accurate information about goods, secondary labels, valid papers for traveling (VAT invoices, goods delivery cum internal delivery notes...) in accordance with the applicable law. In case of any delay or punishment from the authorities due to Party B's fault, Party B shall take responsibility for that.

Party B is responsible for packaging its goods to ensure safety during transportation. In case of damage to the goods due to unsafe packaging, Party B shall take responsibility for that.

Provide Party A with all the specifications and nature of goods, the conditions of loading and unloading them as well as the preservation of special goods (if any).

Inform Party A at least 1 (one) day in advance about each shipment plan so that Party A can arrange the facilities and time appropriately.

Pay the freight for Party A in accordance with Article 4.

Take responsibility for loading goods for Party A to ensure safety.

Request Party A to take measures to ensure safety and accuracy of goods during transportation.

Have the right to refuse to use the service in case Party A violates the contract or fails to comply with the commitment.

**Article 6: General terms:**

1. The two parties pledge to comply with the terms in the Contract.
2. In case the objective factors directly affect the transportation time, the two parties shall discuss and make an annex to the contract as agreed.
3. Any additions or amendments to this contract must be expressed in writing and approved by the authorized representatives of both parties.
4. The two parties pledge not to arbitrarily cancel the contract during the period of validity of the contract. If either party arbitrarily terminates the contract, that party will take full responsibility for all losses that it has caused to the other party under the law.
5. In the course of contract performance, if any dispute arises, the two parties will discuss and settle in the spirit of equal partnership. If the two parties cannot come to an agreement, the dispute will be submitted to the Economic Court of HCMC for settlement.
6. The contract is made into 4 copies of equal validity. Each party shall keep 2 copies.
7. The contract is valid from ..... to  
.....

**REPRESENTATIVE OF PARTY A**

**REPRESENTATIVE OF PARTY B**