# **SALES CONTRACT**

NO: 100818 DATE: Aug 10, 2018

The Seller:

SHENZHEN RUI JIARONG TRADING CO., LTD C-1807, SUNSHINE INTERNATIONAL CENTER, HAIBIN STR, XUGOU, LIANYUNGANG, JIANGSU PROVINCE, CHINA

Hereinafter called "the Seller":

The Buyer:

VINATRACO IMPORT-EXPORT AND TRADING JOINT STOCK COMPANY

Add: C3 BUILDING, AREA X3, MY DINH 1, CAU DIEN WARD, NAM TU LIEM DIST, HA NOI

CITY, VIET NAM Tel: +84906736886

Hereinafter called "the Buyer"

It is mutually agreed that the Seller sells and the Buyer buys commodities on terms and conditions hereunder stipulated:

**Article 1: Commodity, Quantity, Price, Quality, Packing and Marking.** Commodity:

No	Description of Goods	Unit	Qty	Price	Total
1	Ball of Pink quartz (φ 3cm - 42cm)	kg	1,193.00	0.40	477.20
2	Ball of Yellow quartz (φ 3cm - 42cm)	kg	165.00	0.45	74.25
3	Ball of Violet quartz violet(φ 3cm - 42cm)	kg	125.00	0.35	43.75
4	Ball of White quartz (φ 3cm - 42cm)	kg	494.00	0.40	197.60
5	Ball of White quartz type 3(φ 3cm - 42cm)	kg	367.00	0.30	110.10
6	Ball of black quartz (φ 3cm - 42cm)	kg	852.00	0.30	255.60
7	Ball of Red quartz (φ 3cm - 42cm)	kg	609.00	0.40	243.60
8	Ball of eye tiger quartz (φ 3cm - 42cm)	kg	66.00	0.40	26.40
9	Ball of green florite(φ 3cm - 42cm)	kg	1,048.00	0.30	314.40
10	Tofu bowl protection quartz (φ 10cm - 25cm)	kg	150.00	0.90	135.00
11	Amethys quartz (H:20 -70cm, W: 15 - 40cm)	kg	1,502.00	0.90	1,351.80

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12	Statue Animal by pink quartz stone (H:2-8cm)	kg	113.00	0.46	51.98			
13	Tower by white quartz stone(H:8-20cm, W:4 - 10cm)	kg	110.00	0.46	50.60			
14	Petty quartz (25kg/bag)	kg	15,500.00	0.20	3,100.00			
15	Pillar of Pink quartz (H: 8-40cm)	kg	831.00	0.35	290.85			
16	Statue by quartz stone (4000 pcs, H:1 - 3cm)	kg	20.00	0.46	9.20			
17	Raw pink quartz	kg	10,656.00	0.33	3,516.48			
18	Raw green florite	kg	16,980.00	0.25	4,245.00			
19	Package	kg	219.00		-			
TOTAL FOB LIANYUNGANG 51,000.00					14,493.81			
FREIGHT					506.19			
TOTAL PAYMENT								
Say	Say word: Fifteen thousand US dollar.							

Total amount of the contract: USD 15 000/CFR HAI PHONG PORT-Incoterm 2010.

(In word: Fifteen thousand US dollar. only).

- Quality: Brand new 100% according to export standard quality.

- Origin: China

- Packing: Export packing standard suitable to sea transportation.

- Marking: Manufacturer's own marking.

# **Article 2: Shipment**

- Latest date of shipment: Allowed

- Port of loading: Allowed

- Port of destination: Hai Phong, Viet Nam

Partial shipments: Allowed.Transshipment: Allowed.

- After the cargo loaded, within 2 working days, the Seller will inform the Buyer by email of commodity, contract number, quantity, B/L No. Should the Seller fail such advice, any loss and damage to the goods is to be on the Seller's account.

# Article 3: Payment

Payment for 100% contract amount by T/T for the Buyer' Bank after shipment through:

Intermediary Bank: INDUSTRIAL AND COMMERCIAL BANK OF CHINA LIMITED New York Branch

SWIFT BIC: ICBKUS33XXX

Beneficiary's Branch in China: Industrial & Commercial Bank of China Lianyungang Brach

Acc Number: 1107025029914015339

SWIFT BIC: ICBKCNBJLYG

Add Bank: No 118 Hailian MID-RD, Lianyungang City, Jiangsu Province, China

The shipping documents to be presented:

- Commercial Invoice with 03 Original.
- Packing list (if have)

## **Article 4: Warranty**

Warranty: none

## **Article 5: Claim.**

The Seller has liability for proceeding the inspection of goods before shipment and bear all expenses occurred.

All claims by the Buyer shall be made within 15 days for shortage and 45 days for quality after goods landed at port of arrival and shall be confirmed in writing together with Survey report issued by the Vietnam superintendence and inspection joint stock Company (VINACONTROL).

The Buyer has the right to refuse the goods if the quality of the goods is not suitable to the stipulation in Article 1 of this contract.

The Buyer's claim should be settled by the Seller within 30 days from the date of receiving supporting documents.

## **Article 7: Arbitration.**

The Seller and the Buyer will take all possible measures to settle amicably any disputes or differences which may arise out of the present contract or in connection with it. If the party can not come to an agreement within 30 days, all disputes and the differences are to be settled by Vietnam International Arbitration Center at The Chamber of Commerce and Industry of Vietnam in accordance with the rules of procedures of the above Center. The award shall be final and binding on both parties.

## **Article 8: Other conditions**

All duties, taxes and customs duties levied in the territory of the Buyer will be to the account of the Buyer and those in the country of the Seller will be borne by the Seller respectively. From the moment of the signing of the contract all previous correspondence and negotiations regarding the same issues will become null and void.

All amendments to the present contract are considered to be addenda and come into force after the signing of the contract by both parties. None of the Parties can assign their right and obligations under the present contract without written agreement signed duly authorized representatives of both parties. Signed: Aug 10, 2018.

FOR THE SELLER

FOR THE BUYER