

CỘNG HÒA XÃ HỘI CHỦ NGHĨA VIỆT NAM
SOCIALIST REPUBLIC OF VIETNAM
Độc lập – Tự do – Hạnh phúc
Independence – Freedom – Happiness
===== 9 =====

HỢP ĐỒNG MUA BÁN
PURCHASE AND SALE CONTRACT
Số: /SV/ HĐMB
No.: /SV/ HĐMB

- Căn cứ vào Luật Thương mại có hiệu lực ngày 01/01/2006.
- Pursuant to the Commercial Law with the effect from 01 January 2006.
- Căn cứ vào Luật Dân sự có hiệu lực ngày 01/01/2006.
- Pursuant to the Civil Code with the effect from 01 January 2006.

Hôm nay, ngày ... tháng ... năm, tại, Chúng tôi gồm
Today, dated , at, we are:

BÊN A (Bên Mua):
PARTY A (Buyer):
Địa chỉ :
Address :
Mã số thuế :
Tax code :
Tài khoản :
Account No. :
Do Ông : làm đại diện
Represented by :
Chức vụ :
Position :

BÊN B (Bên Bán):
PARTY B (Seller):
Địa chỉ :
Address :
Mã số thuế :
Tax code :
Tài khoản :
Account No. :
Do Ông : làm đại diện
Represented by :
Chức vụ :
Position :

Sau khi thỏa thuận, Bên A đồng ý mua, bên B đồng ý bán sản phẩm may mặc, được quy định tại các điều khoản cụ thể như sau

After discussion, Party A agrees to buy and Party B agrees to sell garment product with the terms and conditions as follows:

ĐIỀU 1: TÊN HÀNG – SỐ LƯỢNG – GIÁ CẢ

ARTICLE 1: NAME OF GOODS – QUANTITY – PRICE

– Bên A thiết kế mẫu sản phẩm gửi cho bên B, bên B chào vải theo đúng yêu cầu chất liệu vải của bên A đã yêu cầu và bên A ký xác nhận mẫu vải sử dụng để may sản phẩm cho bên B, làm căn cứ để sản xuất theo mẫu của bên A

– Party A shall design the product sample and send it to Party B. Party B shall offer the fabrics as required by Party A and Party A shall sign the fabric sample to be used to make the product for Party B as a basis for production according to the sample of Party A.

– Bên B chịu trách nhiệm hoàn toàn về qui cách chất lượng hàng hoá – được căn cứ theo mẫu đã chào nêu trên. Bên A được quyền thông báo bằng văn bản cho Bên B về số lượng sản phẩm không đạt chất lượng (nếu có: như bị loang màu, thiếu sợi, bẩn...), và hai bên cùng bàn bạc giải pháp xử lý phù hợp và hiệu quả nhất (như sửa chữa, đổi, trả...).

– Party B shall be fully responsible for the specification and quality of goods – based on the sample mentioned above. Party A shall have the right to notify Party B in writing of the quantity of products which fail to meet quality requirements (if any, such as patchy color, lack of fiber, dirty cloth, etc.), and the two parties shall discuss to find the most appropriate and effective solution (such as repair, exchange, return, etc.).

ĐIỀU 2: Thời gian – Địa điểm – Phương Thức giao nhận

ARTICLE 2: Time – Location – Method of delivery

– Thời gian giao hàng: Bên B giao hàng cho bên A đúng 30 ngày kể từ ngày cả 2 bên ký xác nhận mẫu đổi (sản phẩm đã đóng gói bao bì).

– Time of delivery: Party B shall deliver goods to Party A within 30 days from the date on which the parties sign the reference sample (packaged products).

– Địa điểm và phương thức giao nhận: Bên B giao hàng cho Bên A tại Cảng xuất hàng Hồ Chí Minh theo điều kiện FOB.

– Place and method of delivery: Party B shall deliver goods to Party A at Ho Chi Minh Port according to FOB conditions.

– Chứng từ vận chuyển yêu cầu cho mỗi đợt giao hàng

+ Hoá đơn GTGT: 01 bản chính

+ Phiếu đóng gói: 01 bản chính và 02 bản photo

– Shipping documents required for each shipment

+ Vat invoice: 01 original

+ Packing list: 01 original and 02 copies

ĐIỀU 3: Thanh toán

ARTICLE 3: Payment

Thanh toán bằng chuyển khoản được chia làm 02 đợt:

Payment shall be made by bank transfer in 02 installments:

+ Đợt 1: Bên A thanh toán cho bên B 50% tổng giá trị hợp đồng sau khi Hợp đồng được ký.

+ 1st installment: Party A shall pay 50% of the total contract value to Party B after the contract is signed.

+ Đợt 2: Bên A thanh toán cho bên B số tiền 50% tổng giá trị hợp đồng còn lại ngay trước khi xuất hàng.

+ 2nd installment: Party A shall pay the remaining 50% of the total contract value to Party B just before delivery.

ĐIỀU 4: Điều khoản chung

ARTICLE 4: General terms

- Các tranh chấp phát sinh từ hoặc có liên quan đến hợp đồng này, sẽ được các bên thương lượng giải quyết trên tinh thần hợp tác trong thời hạn 01 tháng kể từ ngày phát sinh tranh chấp. Sau thời gian đó nếu giải quyết qua thương lượng không thoả mãn yêu cầu các bên, thì các bên có quyền khởi kiện tại Toà án nhân dân có thẩm quyền theo quy định của pháp luật để giải quyết vụ việc. Quyết định của Toà án là cuối cùng, buộc các bên phải thực hiện.
- Any dispute arising out of or in connection with this contract shall be settled by the parties in a spirit of cooperation within 01 month from the date on which the dispute arises. After that, if no agreement can be reached by the parties, either party shall have the right to refer the dispute to the competent People’s Court in accordance with the provisions of law for settlement. The decision of the court shall be final and binding on the parties.
- Hợp đồng được lập thành 02 bản, mỗi bên giữ 01 bản có giá trị pháp lý như nhau để thực hiện.
- This contract is made in 02 original copies. Each party keeps 01 copy with equal legality for implementation.
- Hợp đồng sau khi được hai bên thực hiện, nếu không có khiếu nại hoặc tranh chấp, xem như đã được thanh lý.
- The contract, after the implementation of the two parties, if there are no complaints or disputes, shall be deemed liquidated.

ĐẠI DIỆN BÊN A
REPRESENTATIVE OF PARTY A

ĐẠI DIỆN BÊN B
REPRESENTATIVE OF PARTY B

Tham khảo một số điều khoản hợp đồng

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 A Position

Representative B Position

Sign(Stamp)

Sign(Stamp)
