# SALES CONTRACT

# [No.....]

This Contract was made and entered into by and between:

The Seller:	[NAME OF THE SELLER AS REGISTERED]
	[Registered address]
	[Tel/Fax]
	[Represented by]

#### And

The Buyer:	[NAME OF THE BUYER AS REGISTERED]
	[Registered address]
	[Tel/Fax]
	[Represented by]

It has been mutually agreed to enter into this contract with the terms and conditions as follow:

### **ARTICLE 1: COMMODITY**

No	Description and Specifications	Quantity	Unit Price	Total Amount
			USD	USD
TOTAL				

(In words: .....)

Goods and commodities as mentioned above must be in at least 2/3 of the usage duration.

#### **ARTICLE 2: VALUE OF THE CONTRACT**

The total value of the contract is **USD** .....,

Incoterms 2000 including packing, marking, and required documents, if anhy. The above price is firm and not subject to any change of alternation.

#### **ARTICLE 3: PACKING, MARKING**

- Packing as per manufacturer's export standard and export air-worthy standard packing
- Marking:

Destination:

[NAME OF THE BUYER AS REGISTERED]

[Registered address] [Tel/Fax] [Represented by......Position......]

# **ARTICLE 4: PAYMENT TERMS**

- Full amount of **USD** ...... shall be remitted by TT in Advance of THE SELLER through the following advising bank:

Beneficiary: SELLER'S NAME
Account Number:
Bank Name:
Bank Address:
SWIFT ID:

# **ARTICLE 5: DELIVERY / SHIPMENT**

- Port of Shipment: .....
- Port of Destination: .....
- Delivery term: CIF Hai Phong port (or other port as required)
- Delivery: .....
- Partial shipment: NOT allowed
- Notice of shipment: After the shipment effected, the Seller shall fax the Buyer the shipping documents as follows:

Required Documents :

- 3/3 Original of signed commercial invoice
- 3/3 Original of Packing List
- 1 original and 1 copy of Invoice
- Certificate of Quality & Quantity issued by producer
- Certificate of Origin issued by Chamber of Commerce

# **ARTICLE 6: ARBITRATION**

When realizing this contract, if any dispute is unable to be agreed on the negotiation between both parties, it will be settled by Vietnam International Arbitration Center attached to Chamber of Commerce and Industry of Vietnam and settled in accordance with the rules of this center. The decision rendered by said Center shall be final and biding for both parties. Arbitration cost shall be born by the losing party. The language to be used in the arbitral proceedings shall be English.

## **ARTICLE 7: OTHER TERMS AND CONDITIONS**

- Any amendment or supplement of the contract must be made in written form and mutually agreed by both parties with authorizes signatures.
- Any other terms and conditions, which are not mentioned in this contract, will be applied to the Incoterms 2000
- This contract, which shall come to effect on the date of signing in written in English in 04 Originals, two of which are retained by each party.

### FOR AND ON BEHALF OF THE SELLER FOR AND ON BEHALF OF THE BUYER