

THE SOCIALIST REPUBLIC OF VIETNAM

Independence – Freedom – Happiness

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GOODS SALE AND PURCHASE CONTRACT

Contract No.: /20...../HĐMB

- Pursuant to the Civil Code passed by the National Assembly of the Socialist Republic of Vietnam on June 14, 2005;
- Based on the needs and capabilities of both parties.

Today, on day month year 200..., at, we include:

BUYER (Party A):

Address:
Telephone:
Represented by: Mr.
Title:
Tax code:
Bank account No.:
Bank:

Hereinafter referred to as **Party A**

SELLER (Party B): COMPANY

Address:
Telephone:
Represented by:
Title: Director of the Company
Tax code:
Bank account No.:
Bank:

Hereinafter referred to as **Party B**

Party A and Party B hereby agree to enter into this Contract with the following terms and conditions:

ARTICLE 1: SUBJECT MATTER AND PRICE

Unit: 1,000 VND

No.	Goods Description	Unit	Quantity	Unit Price (VND)	Amount (VND)
1					

2					
3					
4					
5					
6					
7					
8	Total Goods Value				In words:
9	VAT (%)				
10	Total Payment Amount				

The above prices do not include Value Added Tax (VAT).

The goods supplied by Party B must meet the required quality standards and be accompanied by a quality certification issued by a competent state authority.

ARTICLE 2: CONTRACT TERM

The term of this Contract shall be months, from to

ARTICLE 3: PAYMENT TERM AND METHOD

The total amount payable by Party A to Party B is: VND per batch of goods (In words: thousand VND)

The above price does not include VAT.

Payment schedule:

For each batch of goods, Party A shall make payment in two installments:

- **First payment:**% of the total value, immediately after Party B delivers the goods;
- **Second payment:** The remaining%, within days from the date Party B delivers the goods..)

(The calculation of days includes weekends and public holidays)

Payment method: Cash or bank transfer.

Upon each payment, Party B shall issue invoices and payment receipts to Party A in accordance with applicable laws.

ARTICLE 4: TIME AND PLACE OF DELIVERY

Party B shall deliver the goods to Party A at within days from the date of signing this Contract.

ARTICLE 5: OBLIGATIONS OF THE SELLER

- 5.1. Party B shall be responsible for the quantity and quality of all goods supplied until the goods reach
- 5.2. Party B shall deliver the goods to Party A at
- 5.3. Party B shall provide all necessary instructions regarding the storage and use of the goods in accordance with this Contract.

ARTICLE 6: OBLIGATIONS OF THE BUYER

- 6.1. Party A shall bear all transportation costs from its warehouse/factory to
- 6.2. Organize prompt, safe, and complete receipt of each batch of goods.
- 6.3. Make payments in accordance with Article 7 of this Contract.
- 6.4. Party A shall bear unloading costs when Party B delivers the goods to

ARTICLE 7: CONTRACT LIQUIDATION

After days from the date both Parties have fully and properly fulfilled all obligations under this Contract, and provided no disputes arise, the Contract shall be deemed liquidated.

ARTICLE 8: PENALTIES AND COMPENSATION FOR DAMAGES

For the Seller:

- If Party B fails to deliver the goods within the agreed time, Party B shall pay a penalty equal to 0.05% of the total Contract value per day of delay.
- If Party B fails to deliver the goods in the agreed quantity or quality, Party B shall supply the remaining goods as required and pay a penalty of 0.05% of the value of the non-compliant goods per day of delay.

For the Buyer:

- If Party A fails to make payment in accordance with this Contract, Party A shall pay a penalty equal to 0.05% of the total Contract value per day of delay.
- If Party A fails to receive the goods as agreed, Party A shall pay a penalty equal to 0.05% of the total Contract value per day of violation.

ARTICLE 9: DISPUTE RESOLUTION

During the performance of this Contract, if any dispute arises, the disputing Party shall notify the other Party in writing. The Parties shall resolve the dispute through negotiation. If no agreement can be reached, the dispute shall be settled in accordance with applicable laws.

ARTICLE 10: TERMINATION OF CONTRACT

This Contract shall be terminated in the following cases:

- When both Parties have completed all rights and obligations under this Contract;
- When one Party breaches the Contract to such an extent that performance becomes impossible, the other Party shall have the right to unilaterally terminate the Contract;
- By mutual agreement of both Parties.

ARTICLE 12: EFFECTIVENESS

This Contract shall take effect from the date of signing and shall terminate only when both Parties have fulfilled all obligations herein.
Any amendment to this Contract must be notified to the other Party at least **03 days in advance** and shall only be valid upon mutual agreement.

This Contract is made in copies; each Party retains copies, all of which have equal legal validity.

REPRESENTATIVE OF THE SELLER

REPRESENTATIVE OF THE BUYER