

SALES CONTRACT

No:

Date:

BETWEEN: TDGROUP LOGISTICS TRAINING CENTER

Address: 02, D3, Phường 25, Quận Bình Thạnh TP.HCM (Trong trường ĐH GTVT TP.HCM)

Tel: 0945.338.168 **email:** info@tdgroup.edu.vn / tdgroupdaotao@gmail.com **Fax:**

Represented by Mr. MAI VĂN THÀNH - Vice Director

Hereinafter called THE SELLER

AND: MATSUMOTO YUSHI-SEIYAKU COMPANY LTD

Address:

Tel:..... Telex:..... Fax:.....

Represented by Mr.

Hereinafter called THE BUYER

It has been agreed that the Seller commits to sell and the Buyer commits to buy commodity under the following terms and conditions:

1/ COMMODITY: Goundnut Kernel Mix Grade New Crop 2016

2/ SPECIFICATION: Grade 290 seeds/100 gr.max

* Moisture: 08.5% max.

* Foreign matters: 1.0% max.

* Broken kernels: 3.00% max.

* Other color kernels: 3.00% max.

* Detective: 8.00% max.

* Atlatoxin: 5/billion max.

* Well dry. Not mouldy. Not intested

* Origin: South Vietnam

3/ PACKING: in new single jute bags of 50 kgs net each

4/ QUANTITY: 250.00 MT (5% more or less at Seller option)

5/ UNIT PRICE: USD860.00/MT CIF Kobe Port – INCOTERMS 2010

6/ TOTAL AMOUNT: About USD 215,000.00

(Say: United States Dollars two hundred fifteen thousand only)

7/ PAYMENT: By T.T.Reimbursement through Tokyo Bank seven days after the Export Documents be received by the Buyer representative in Kobe City, Japan.

Ten days after Export Documents are presented. If the Buyer fails to do the payment on due time he has to bear an overdue interest rate of 0,05% per day.

(Trong trường hợp thanh toán LC, chi tiết sẽ trình bày thêm trên lớp học)

Cơ sở đào tạo: ĐC1: 02, D3, P.25, Q.Bình Thạnh, Tp.HCM (tại Tp.HCM)
ĐC2: 17A, Đường 3/2, P.11 Tp. Vũng Tàu (tại Vũng Tàu)

TRUNG TÂM ĐÀO TẠO NNL LOGISTICS THÀNH ĐẠT

(TDGROUP LOGISTICS HUMAN RESOURCE TRAINING CENTER)

8/ INSPECTION AND FUMIGATION

- The inspection of quality/weight/packing to be effected final by Vinacontrol prior to shipment at the Seller's account.
- Fumigation: To be effected on board of vessel after completion of loading at the Seller's expenses. The expenses for vessel's crew who will land on shore during fumigate on such as accommodation and meals etc. shall be at the Buyer's account.

9/ SHIPMENT: To be effected latest to March 05th 1994

10/ EXPORT DOCUMENTS:

The list and details of all export documents shall be confirmed by separate telex and to include, but not limited to the following documents:

- 3/3 Clean on Board Bill of Lading marked Freight Prepaid
- Commercial Invoice
- Packing list issued by Shipper
- Certificate of origin issued by the Vietnam Chamber of Commerce
- Phytosanitary certificate issued by the Ministry of Agriculture
- Certificate of quality, quantity, weight and packing issued by Vinacontrol HCM City.
- Certificate of fumigation issued by the Ministry of Agriculture

11/ SHIPMENT TERMS

- Seven days prior to the date of arrival at loading port, the owners or the Buyer shall cable to the Seller indicating the date of presentation of the vessel.
- Three days prior to the date of presentation of vessel a telegraphic notice on precise date of her arrival.
- Prior to vessel's arrival owners or the Buyer to get in touch with the VOSA HCM so as to fulfill necessary entry for malities of vessel into loading port.

Once the Seller was informed about nomination of vessel:

- Seller must ensure cargo readiness
- Seller must bear dead freight if cargoes rejected by Buyer due to quality not conform to the specification stipulated in the contract.
- Seller must bear dead freight if Seller unable to ship the full contracted quantity regardless of whatsoever reason.
- Buyer must bear 10pct value contract, if the vessel unable to present loading port before March 15th 1993.
- Buyer must bear 100pct value contract, if the vessel is presented at loading after March 31st, 1993.

12/ INSURANCE: Shall be covered by the Buyer

13/ FORCE MAJEURE

Seller is not liable for any penalty of delay delivery of all or any of this contract caused by any contingency beyond its control or beyond the control of, or covered by its contract to furnish this commodity. Such contingencies shall include, but not limited to governmental or other restraints affecting shipment or credit, strikes, lockouts, floods, droughts, short or reduced supply of fuel or raw materials declared or undeclared wars revolutions, fires cyclones or hurricanes, epidemics or any other acts of good or force majeure.

14/ ARBITRATION:

Cơ sở đào tạo: ĐC1: 02, D3, P.25, Q.Bình Thạnh, Tp.HCM (tại Tp.HCM)
ĐC2: 17A, Đường 3/2, P.11 Tp. Vũng Tàu (tại Vũng Tàu)

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In case of disputes and if contracting parties can not reach an amicable settlement of the claim within 60 days from its occurrence the case will be transferred to the arbitration chamber of Hochiminh City Chamber of Commerce for final settlement. A panel of 3 Arbitration will be formed, each party appointing one arbitrator and both shall appointing a third one as president of panel. The decision taken by the arbitration panel shall be final and binding.

Arbitration fees shall be at the losing party's account.

This contract is made into 04 copies. Each party keeps 02 copies.

THE BUYER

THE SELLER

<https://tdgroup.edu.vn>

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