

**CONTRACT**

No: .....

Date:.....

BETWEEN: .....

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

Represented by Mr. ....

Hereinafter called THE BUYER

AND: .....

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

Represented by Mr. ....

Hereinafter called THE SELLER

*It has been agreed that the Buyer buys and the Seller sells on the terms and conditions as follows:*

**ARTICLE 1: COMMODITY**

1.1/ Description and specification: AUTOMATIC SOLDERING MACHINE

Model: CI-250 BSS, KIKO Brand,

AC 220 V/50 Hz, high output 30,000 units

PCB per an hour with standard conveyor speed 0.8m/min

1.2/ Country of origin: TAIWAN

1.3/ Packing: Export standard packing in wooden cans, shipped in container, suitable for sea-carriage, protected against shock, moisture, breakage.

1.4/ Marking:UNIMEX Contract No. 18/ HD-TW

1034 Tran Hung Dao, 5 th Dist., Hochiminh City, S.R. Vietnam

Case No

GW:\_\_\_\_\_kgs

NW\_\_\_\_\_kgs

1.5/ Spare part: Spare parts are sent at the same time with the Machine

**ARTICLE 2: QUANTITY: 02 Units**

**ARTICLE 3: PRICE**

3.1/ Price to be understood CFR (Incoterms 90) Saigon Port

USD 155,300/Unit

3.2/ Total value of CFR Saigon Port USD 310,600.00

To be: US Dollars three hundred and ten thousand six hundred only.

**ARTICLE 4: SHIPMENT AND INFORMATION FOR INSURANCE**

4.1/ Time of delivery: .....

4.2/ Port of loading: .....

4.3/ Port of destination:.....

4.4/ After shipment, within 24 hours, the Seller shall telex advising UNIMEX of commodity, contract number, quantity, weight, invoice value, name of carrying vessel, loading

port, number of Bill of Lading, date of shipment.

**ARTICLE 5: PAYMENT**

5.1/ By Irrevocable L/C at sight in favour of LUCKMAN Co., LTD. at the Bank THE CHINA ANG SOUTH SEA BANK LIMITED HONGKONG BRANCH, A/C No. 267089765430

5.2/ Document for payment: Payment shall be made upon presentation to bank of the following documents:

a) Ocean (Clean on Board) Bill of Lading made out to order blank endorsed, marked (FREIGHT PREPAID) in 2/3 set

b) Commercial invoice in triplicate

c) Packing list in triplicate

d) Certificate of quality in triplicate issued by seller

e) Certificate of origin in triplicate issued by seller

f) The seller's confirmation in triplicate advising the Buyer the shipping particulars

**ARTICLE 6: INSURANCE**

The Buyer covers AR,WR

**ARTICLE 7: CLAIM**

The Seller as the ability for processing the inspection of goods before shipment and to bear all expenses occurred.

In the case of loss or damage after goods landed at port of arrival all by the Buyer shall be made claim for quantity must be presented two month after arrival of goods at Saigon Port, claim for quality within three month after the goods at Saigon Port, and shall be confirmed in writing together with survey report of the goods inspection office of the VINACONTROL. The survey report of VINACONTROL should be regards as final.

Whenever such claim is to be proved as of the seller's responsibility. The seller shall settle without delay.

**ARTICLE 8: ARBITRATION**

8.1/ In the course of execution of this contract all disputes not reaching an amicable agreement shall be settle by the Vietnam foreign trade arbitration committee attached to the Chamber of Commerce of S.R. Vietnam if the Buyer is the depending party and vise-versa, whose decision shall be accepted as final the both parties.

8.2/ The fees for arbitration and/or other charges shall be borne by the losing party, unless otherwise agreed.

**ARTICLE 9: AMENDMENT/ALTERATIONS**

Any amendments or alterations of the terms of this contract must be mutually agreed previously and made in writing.

Made at Hochiminh City, this day of June 15 th, 1993 in English language, in 06 copies, of which 03 for each party.

**FOR THE SELLER**

**FOR THE BUYER**