



Sure Good Foods Limited
2333 North Sheridan Way, Suite 100, Mississauga, Ontario, Canada L5K 1A7
Phone: (905) 286-1619 Web: www.suregoodfoods.com

SALE CONTRACT

366535

Date: February 24th 2026

Buyer:

Ngoc Thom Trading and Service Co. Ltd
12/14/18 Street 49, Quarter 69,
Hiep Binh Ward
Ho Chi Minh City, Vietnam

Information:

Payment terms: 30% tt as advance payment, 70% after buyer receives signed shipping doc's by email, before arrival
Shipment time: March shipment
Product origin: Canada
Terms: CIF Cat Lai, Vietnam

We are pleased to confirm our sale as following: Product Description:
25,500kgs Frozen Pork Hocks #1 @ U\$1560/mton Cif Cat Lai, 10% more or less quantity and amount permitted
Packaging: in cartons
Brand/Plant: Olymel 270a
Product age: 90 days and newer at time of shipment
Buyer agrees to take responsibility for Import Permit and Share responsibility for Vietnam's new testing policy including e-coli and salmonella

Additional Information:

Shipment: from Canada
Destination: Catlaiport, HCMC, Vietnam

Beneficiary: Sure Good Foods Ltd.
2333 North Sheridan Way, Suite 100
Mississauga, ON L5K 1A7, Canada

Beneficiary account no.: 000020282111

Beneficiary Bank: Canadian Imperial Bank of Commerce
199 Bay Street
Toronto, ON M5L 1G9, Canada

Beneficiary bank swift: CIBCCATT

Institution no.: 0010

Branch (Transit) no.: 00002

For further credit to: Sure Good Foods Ltd. TR:00002 A/C: 0282111



Anthony Rhynold

Thank you for the business!

Terms and Conditions of Sale - (This email confirmation forms part of a legally binding agreement.) This email confirmation (the "Agreement") constitutes the entire legally binding agreement between Sure Good Foods Ltd. ("SGF") and the Customer identified above ("Customer"). If the Customer does not notify SGF in writing of any requested changes to these terms within three (3) business days of the date of this confirmation, the Customer shall be deemed to have irrevocably and unconditionally accepted all terms set out herein.

1. Entire Agreement. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements or representations, whether written or oral. No amendment or modification of this Agreement shall be valid unless made in writing and signed by both parties.
2. Termination. SGF may, at its option and without prejudice to any other rights or remedies, terminate this Agreement immediately, in whole or in part, if the Customer: fails to make any required payment when due; or otherwise fails to perform any of its obligations under this Agreement.
3. Title and Security Interest
 - (a) Retention of Title – Title to the goods supplied under this Agreement (the "Goods") shall not pass to the Customer until SGF has received full payment for the Goods.
 - (b) Risk of Loss – Risk of loss or damage to the Goods shall pass to the Customer upon delivery.
 - (c) Registration of Security Interest – SGF is entitled to register its interest in the Goods under any applicable Personal Property Security legislation, and the Customer irrevocably appoints SGF as its agent for such purposes.
4. Inspection and Acceptance. The Customer shall inspect all Goods immediately upon receipt. Failure to provide SGF with written notice of any defect, accompanied by satisfactory proof, within five (5) business days of receipt shall constitute the Customer's irrevocable acceptance of the Goods.
5. Warranties. All Goods are sold "as is." SGF makes no warranties, express or implied, with respect to the Goods and disclaims all warranties, including but not limited to any implied warranty of merchantability or fitness for a particular purpose.
6. Indemnity and Limitation of Liability.
 - (a) The Customer shall indemnify and hold harmless SGF from and against any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities (including legal fees and defense costs on a substantial indemnity basis) arising directly or indirectly from the purchase, possession, use, or condition of any Goods.
 - (b) SGF shall not be liable to the Customer or to any other person for any indirect, incidental, consequential, special, exemplary, or punitive damages, including but not limited to loss of business, goodwill, or profits, even if SGF has been advised of the possibility of such damages.
 - (c) SGF's total cumulative liability under this Agreement, for any and all claims, shall not exceed the total amount paid by the Customer for the Goods giving rise to such claim.
 - (d) No claim or action arising out of or in connection with this Agreement may be brought by the Customer more than three (3) months after the date on which the facts giving rise to such claim occurred, whether or not such facts were then known to the Customer.
7. Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of Ontario, Canada. The parties irrevocably attorn to the exclusive jurisdiction of the courts of Ontario for the resolution of any dispute arising hereunder.
8. Enforcement Costs. The Customer shall be responsible for all costs incurred by SGF in enforcing its rights or remedies under this Agreement, including legal fees and disbursements on a substantial indemnity basis.
9. Force Majeure. SGF shall not be liable for any delay or failure in performance of its obligations under this Agreement to the extent caused, directly or indirectly, by events beyond its reasonable control, including but not limited to: acts of God, natural disasters, fire, war, civil disturbance, acts of government, epidemics, quarantines, labour disputes, shortages, transportation disruptions, internet or systems failures, or changes in applicable laws or regulations.
10. Language. The parties confirm their express wish that this Agreement and all related documents be drawn up in English only. Les parties aux présentes confirment qu'il est de leur volonté que la présente convention ainsi que tous les documents s'y rapportant soient rédigés en anglais seulement.

FRAUD AWARENESS - We have been made aware of fraudulent activities recently. Please ignore any emails requesting payment through a different bank account. In all cases, please call your known contact at Sure

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