

SALES CONTRACT

Contract No: 20251129

Date: 29, November, 2025

1. The buyer:

- Name of the Buyer: **NGOC THOM TRADING AND SERVICE CO.LTD**
- Address: 12/14/18 Street 49, Quarter 69, Hiep Binh Ward, Ho Chi Minh City, Vietnam
- Tax code: 0309391503
- Represented by: **MR. NGUYEN BAO THACH** Title: Vice Director
- Email: dangxuannngoc@ngocthom.com.vn

2. The Seller: JIANGSU SAGA TEXTILE MACHINERY CO., LTD

- **Bank account:** 395068300141000004424
- **Bank Name:** Bank of communications Yangzhou branch
- **Bank Address:** No 477, middle Hanjiang road, Yangzhou, Jiangsu, China
- **SWIFT:** COMMCNSHYAN
- **A/C No:** 395068300141000004424
- **A/C Holder:** JIANGSU SAGA TEXTILE MACHINERY CO., LTD

It has been mutually agreed to sign the contract with the terms and conditions as follows:

ARTICLE 1. GOODS DETAILS - QUANTITY – VALUE

I- Saga LMH003-300 Singeing machine - Made in China

1, Description of goods:

1	SG988 entry frame	1 set
2	J-BOX unit	1set
3	Cylinder unit Four-roller	1set
4	MH012A pre-brush box	1 set
5	Dust remove device (after MH012A pre-brush box)	1 set
6	MH013 four-burners singeing four burners (2 burners: 3000mm ;2burners: 2000mm)	1 set
7	MH012B post-brush box	1set

8	Dust remove device (after MH012B post-brush box)	1 set
9	SG2205 feeding tank	2 set
10	SG-P1 two-roll squeezer	1 set
11	SG591 Two-roll squeezer	1 set
12	J-BOX unit	1set
12	SG988 batcher/plaiter	1 set
13	Electric control system	1 set
14	Cable,cable tray	1 set
15	Chemical tank and mixer	2 set
16	A-frame	1 set

CONTRACT PRICE: price including guarantee spare part in 3 years: 125.000 USD (One hundred twenty-five thousand *dolars.*)

Insurance shall be covered by The Seller against "ALL RISKS" in accordance with Lloyds' ICC (A), non-deductible or 110% invoice value, with claim payable in Ho Chi Minh City, Vietnam.

Specification: As per Annex No. 1 All equipment and accessories are as specified in Annex No. 1 and layout which forms an integral part of this contract. Production year: 2025 Origin: China
Quality: 100% Brand-New

ARTICLE 2. DELIVERY TIME

- Delivery time: 90 - 120 days after getting the deposit.
- Delivery from: CHINA
- Port of receipt: CIF CAT LAI – Ho Chi Minh VIET NAM.
- Delivery/Installation address:

PHONG PHU HOME TEXTILE JOINT STOCK COMPANY

Address: Hanh Tri Village – Ninh Son Commune – Khanh Hoa Province – VietNam.

- All equipment & accessories, specified in this contract, shall be packed in accordance with seaworthy & export standard.

ARTICLE 3. THE SELLER'S RESPONSIBILITIES

The Seller commits to supply to the Buyer goods fully as stipulated in the Article 1 of this Contract, simultaneously commit to fulfill fully obligations and responsibilities of the Contract as stipulated in the detailed and general conditions of the Contract.

In case The Seller does not deliver the goods on time stated in the contract other than due to force majeure (earthquake, war, embargo... and undetermined causes), The Buyer has the right to request a compensation equivalent to 1.5% of the value of the delayed goods for each days of delay. The compensation level will not exceed 10% of the value of the delayed goods. The maximum delay is one (01) working weeks.

After this time, The Buyer has the right to cancel the Contract and refuse to receive the goods.

ARTICLE 4. THE BUYER'S RESPONSIBILITIES

The Buyer commits to pay The Seller according to the contract price and payment method stated in Article 5 of this contract as well as fully perform other obligations and responsibilities stated in the contract.

ARTICLE 5. CONTRACT PRICE AND PAYMENT METHOD

I- Contract price: AS ABOVE OF QUOTATION

1. LMH003-300 Singeing machine: 1 UNIT

II- Payment: TT method:

The Buyer agree to pay 20% of contract value within 10 days after the contract is signed. Against the shipping documents, The Buyer will remit second installment in favor of The Seller, 70% TT payment upon receipt of a set of documents (including PL, BL, CO, CQ, INVOICE, FORM E , certificate of conformity provided by the manufacturer), The final 10 % of contract value, will be remitted in favor of The Seller upon the signature of Certificate of Acceptance & Handling, not later than 24 months from B/L issuing date.

All bank charges inside the Buyer's country will be borne by the Buyer, all bank charges outside the Buyer's country will be borne by the Seller.

ARTICLE 6. INSTALLATION, OPERATION AND TECHNOLOGY TRANSFER

After the delivery date is confirmed, the staff must be present at Factory, to instruct Party the buyer installation, operation and technology transfer.

The seller is responsible for guiding the buyer's installation and technical handover.

The seller shall pay visa fees, round-trip airfare and salaries for employees working in Vietnam.

(Installation time and method of operation transfer will be agreed upon when signing the official contract.)

ARTICLE 7. GUARANTEE

The guarantee period 36 months from the date of installation acceptance at the factory.

The guarantee provides free replacement or repair of the part which results defective due to manufacture problems though not for damages or breakage due to incorrect use by the end user.

Within three (03) years from the date the LMH003-300 Singeing machine is put into operation, the Seller shall comply with the following terms:

1. Mechanical repair shall be provided free of charge within one (01) year from the date the machine is confirmed to be in normal operation.
2. Electromechanical repair and replacement shall be provided free of charge within three (03) years from the date the machine is confirmed to be in normal operation.
3. For any damage or malfunction of the machine not covered by the above two items, both the Seller and the Buyer shall discuss and reach a mutual agreement on the appropriate handling method.

The guarantee does not include housing, local expenses and journeys of our technicians for replacement or repairs of the parts under guarantee

ARTICLE 8. FORCE MAJEURE

Force majeure circumstances such as war, socio-political events, fire, flood, strike, earthquake and act of God must be modified by cable by one party to the other within 7 days and together with certificate of Force majeure issued by the competent authorities for acceptance or non-acceptance.

Beyond this time, Force Majeure circumstances shall not be taken into consideration.

ARTICLE 9. THE CONTRACT'S VALIDITY

1. Any changes and amendments to this contract shall be made in writing and are subject to mutual agreement. Such changes and amendments shall constitute an integral part of this contract.
2. The Contract shall be valid since the date of signing.
3. The Contract shall come into invalidity when two parties sign Contract finalization under regulations. The Contract shall be made into 02 sets with equal validity, the Buyer keeps 01 sets, the Seller keeps 01 Sets.



THE BUYER

THE SELLER

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2015.12.02