

## SALES CONTRACT

No. AQ 35 Date: 13nd September 2021  
to proforma No. 16/09/2021

### BETWEEN

**The Seller** : Agro Queen Sp. z o. o.  
Address : ul. Podjazd 1/2, 81-805 Sopot, Poland  
Tel : (+48) 586617924  
Fax : (+48) 586617924  
*Hereinafter called as the Seller*

### AND

**The buyer** : NGOC THOM TRADING AND SERVICE COMPANY LIMITED

Address: 12/14/18 street 49, quarter 7, Hiep Binh Chanh ward, Thu Duc City.,  
HCMC, Vietnam  
Tel: +: +84 987674368  
Tax code: 0309391503

*Hereinafter reffered as the buyer*

It is mutually agreed by both sides to sign this contract under the following  
terms and conditions

### ARTICLE 1: COMMODITY, QUANTITY AND PRICE

No	PRODUCT DESCRIPTION	Quantity (KGS)	UNIT	UNIT PRICE	Amount (USD)
1	<b>Frozen Pork Front Hocks</b> Production Plant: Westfleisch Origin: Germany	54000	KG	1,15\$	<b>62 100\$</b>
TOTAL (CIF Haiphong) SAY: Sixty-two thousand one hundres dollars (10% more or less of total quantity and amount are allowed)					<b>62 100\$</b>

### ARTICLE 2: PACKING AND QUALITY

- 2.1 Export standard packing: in cartons, to be put in 40FCL container.  
2.2 Production Age/Spec: Max.90 days upon shipment/ Fresh production, no smell

### ARTICLE 3: SHIPMENT

- 3.1 ETD allowed Ports of Germany. Shipment date is Septemeber 2021 in accordance  
with prepayment (**in a week after receiving of deposit 30% from proforma sum**).

3.2 ETA to Port of Destination: – transit time to is 30-45 days, (depends on the sea line), details of the schedule and ETA will be sent after the shipment.

3.3 Destination Port: CIF Haiphong, Vietnam.

3.4 Partial Shipment: not allowed

3.5 Transshipment: allowed

3.6 Notice of Shipment: Within 10 days after loading the goods, the Seller will notify by fax to the Buyer the following:

- Name of the goods, Quantity, Name of Vessel.
- B/L Number.
- Port of Loading and Port of Destination.
- Date of Shipment ETD & ETA.

3.7 Shipping Mark: As Seller's suggestion.

#### **ARTICLE 4: PAYMENT**

Payment terms are TT 30/70:

- 30% deposit within 3 days before date of loading
- 70% After buyer received signed shipping document by email – at least 7-10 days before arriving of container to port of discharge.

**The seller's bank information:**

Bank name: **Santander Bank Polska S.A.**

**3 Oddzial Gdansk, ul. Dlugie Ogrody 10, 80-765 Gdansk**

**Account (USD): PL 30 1090 1098 0000 0001 3534 8470**

**SWIFT: WBKPPLPP**

Documents required	No. Of Original	No. Of Copy	Issued by
telex release		1	
Invoice		1	
Packing list		1	
Health Certificate		1	Authorrity
CO		1	Authorrity

## **ARTICLE 5: Force Majeure**

The contracting parties will have no liable responsibilities to implement this contract in case of action of God, earthquake, flood, fire... or Government's prohibition. In that case, each party has to notify other party in writing and sending by fastest way as by fax. If such causes of the force majeure came to the end. The contracting parties will be liable for executing this contract unless otherwise mutually agreed upon.

## **ARTICLE 6: INSPECTION**

The Buyer will be entitled to have goods inspected by relevant Department at the port of destination, if any discrepancy arises in respect of quality or quantity. The buyer will inform the seller by fax and within 14 days from the date of discharging the buyer will lodge a formal claim with supporting documents such claim will be settled by the seller within 30 days upon receipt of the buyer's formal claim.

## **ARTICLE 7: ARBITRATION**

Any dispute arising from the execution of this contract if can not be settled by amicable negotiation between two parties will be submitted and settled by the Vietnamese International Arbitration Committee beside the Vietnamese Chamber of Commerce and Industry, whose award shall be final and binding for both parties.

## **ARTICLE 8: GENERAL CONDITIONS**

By signing this contract, all previous correspondences and negotiation connected herewith will become null and void.

This contract will be affected from the signing date, any change and/or amendment to this contract will be valid only if made in writing and confirmed by both parties. This contract is subject to the Interpretation as per the provisions of the 2000 edition of Incoterms.

**For and on behalf of the Buyer**

**For and on behalf of the Seller**

  
**Agro Queen** Sp. z o.o.  
Podjazd 1/2, 81-805 Sopot, Poland  
NIP PL5213567012  
Regon 140414486