

SALES CONTRACT (销售合同)

Contract No. VN-250318-2

Date. 2025-03-18

1. The buyer: (买方)

Name of the Buyer: **NGOC THOM TRADING AND SERVICE CO.LTD**

Address: 12/14/18 49 street, Quarter 7, Hiep Binh Chanh Ward, Thu Duc City,
Ho Chi Minh City, Vietnam

Tax code: 0309391503

Tel: 0577-86290707

Represented by: **MR NGUYEN BAO THACH** Title: Vice Director

Email: dangxuannngoc@ngocthom.com.vn

2. The Seller: (卖方)

Name of the Seller: **CHANGZHOU ZHENGLONG MACHINERY CO.,
LTD**

Address: No.8-4, Gongyuan Road, Xiebu Town, Jintan District, Changzhou
City, Jiangsu Province, China

Tel: +86 519 82668166

Fax: +86 519 82668863

Email: 1486892285@qq.com

Tax code: 913204133295693904

Represented by: LEE HSIN CHENG (李新证)

Title: General Sales Manager (销售总经理)

Seller bank account:

(1) 中间行 (INTERMEDIARY BANK) :

1) 名称 (NAME) : JPMorgan Chase Bank, New York

2) SWIFT BIC: CHASUS33

(2) 收款行 (BENEFICIARY BANK) :

1) 名称 (NAME) : Agricultural Bank of China, BEIJING HEADOFFICE

2) SWIFT BIC: ABOCCNBJ



常州
CHANGZH

3) Seller bank address: No. 69 Jianguomen Inner Street, Dongcheng District, Beijing City, China

(中国) 北京市东城区建国门内大街 69 号

(3) 收款人 (BENEFICIARY) :

1) 名称 (NAME): CHANGZHOU ZHENGLONG MACHINERY CO., LTD.

2) 账号 (ACCOUNT NUMBER) : 10625014040007151

3) 地址 (ADDRESS) : No.8-4 Gongyuan Road, Industrial Park, Xuebu Town, Jintan District, Changzhou City, Jiangsu Province, China

江苏省常州市金坛区薛埠镇工业园区公园路 8-4 号

Authorized letter to sign contract No. VN-250318-2 date. 2025-03-18

(In case authorized person sign contract)

(签署合同的授权书编号和日期 (如果授权人签署合同))

Two parties agree to sign Contract of supplying goods with the following contents:

(双方同意签订供货合同, 合同内容如下:)

ARTICLE 1. GOODS DETAILS - QUANTITY – VALUE

(第 1 条。货物明细-数量-价值)

No	Goods detail	Unit	Qty	Unit price (USD)	Amount (USD)
1	Screen washing machine - Model: SC-XWJ265235 - Origin: China - Year of manufacture: 2025 - 100% brand new (必须是新品)	Set	1	34.200	34.200
2	Fully automatic knife sharpening machine - Model: SCS2500	Set	1	7.200	7.200

No	Goods detail	Unit	Qty	Unit price (USD)	Amount (USD)
	- Origin: China - Year of manufacture: 2025 - 100% brand new (必须是新品)				
3	CIF CAT LAI PORT				1.000
Total <i>(Price included installation, operation and technology transfer for film preparation)</i> (价格包括薄膜制备的安装、操作和技术转让)					42.400
<i>Total in words: Forty-two thousand, four hundred Dollars./.</i> (总计：四万二千四百美元。)					

Note:

- Within 7 days from the date of receipt of the goods, if the buyer discovers a defective product, the seller is responsible for exchanging the product for the buyer. Any additional costs incurred shall be borne by the seller.

自收到货物之日起7日内，如果买方发现产品有缺陷，卖方有责任为买方更换产品。产生的任何额外费用应由卖方承担。

ARTICLE 2. DELIVERY TIME AND CONSIGNEE INFORMATION

(第2条。交货时间和收货人信息)

- Delivery time: After receiving the 20% deposit, the goods will be shipped to the Chinese port within 35 days.

- 收到定金20%之后，35天内发货到中国港口

- Port of receipt: CIF CAT LAI PORT – Ho Chi Minh VIET NAM.

(收货港：CIF 猫来港-胡志明市-越南。)

- Consignee information: (收货人信息)

✚ Consignee: NGOC THOM TRADING AND SERVICE CO.LTD

✚ Tax code: 0309391503

✚ Address: 12/14/18 49 Street, Quarter 7, Hiep Binh Chanh Ward, Thu Duc City, Ho Chi Minh City, Vietnam

✚ Email: dangxuannhoc@ngocthom.com.vn

✚ Tel: 0577-86290707 (Mr. Dang Xuan Ngoc) or +84-909097925 (Ms. Nguyen Thi Thu Hong)

ARTICLE 3. THE SELLER'S RESPONSIBILITIES

(第 3 条。卖方的责任)

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.

(卖方承诺完全按照本合同第 1 条的规定向买方供应货物，同时承诺完全履行合同详细条款和通用条款规定的合同义务和责任。)

In case The Seller does not deliver the goods on time stated in the contract other than due to force majeure, 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.

(如果卖方除因不可抗力外未按合同规定的时间交付货物，买方有权要求每延迟一天支付相当于延迟货物价值 1.5%的赔偿金。赔偿金额不得超过延误货物价值的 10%。最长延迟为一个工作周。)

In case of manufacturer's fault, the Seller must promptly repair or replace the Product for the Buyer. Any costs incurred shall be borne by the Seller.

如果出现制造商错误，卖方必须立即为买方修理或更换产品。产生的所有费用均由卖家承担

ARTICLE 4. THE BUYER'S RESPONSIBILITIES

(第 4 条。买方的责任)

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.

买方承诺按照本合同第 5 条规定的合同价格和付款方式向卖方付款，并全面履行合同规定的其他义务和责任。

In case the buyer fails to pay within the time specified in the contract, except in cases of force majeure, the seller has the right to request compensation of 1.5% of the value of the goods delivered late for each day of late delivery. The compensation amount shall not exceed 10% of the value of the goods delivered late.

如果买方除因不可抗力外，未按合同规定的时间付款，卖方有权要求每延迟一天支付相当于延迟货物价值 1.5% 的赔偿金。赔偿金额不得超过延误货物价值的 10%。

The seller must ensure timely delivery to the buyer. The goods will be accepted within 3-5 working days from the date of receiving the notice of goods arriving at the port.

卖方必须确保货物按时交付给买方。自收到货物到港通知后 3-5 个工作日接收货物。

ARTICLE 5. CONTRACT PRICE AND PAYMENT METHOD

(第 5 条。合同价格和付款方式)

Contract price: **42.400 USD** (*Forty-two thousand, four hundred Dollars./.*)

(合同价格: 42.400 美元 (四万二千四百美元))

Payment method: (付款方式)

+ 20% of the contract value immediately upon signing the contract

(合同签订后立即支付合同价值的 20%)

+ 70% of the contract value when the goods arrive at the Port of loading, and the Seller send to Buyer all shipping document such as: CO, CQ, bill loading, Invoice, Packing list.

货物到达装运港时支付合同价值的 70%，同时卖方向买方发送所有装运文件如：CO、CQ (生产厂商提供的合格证)、提单、发票、装箱单。

+ 10% of contract value payable within 10 days after warranty period.

保修期后 10 天内支付合同价值的 10%

ARTICLE 6. INSTALLATION, OPERATION AND TECHNOLOGY TRANSFER

(第 6 条。安装、操作和技术转让)

From the date of the buyer's second payment transfer, the buyer will confirm with the seller the dispatch time within 3 working days. After the dispatch date is confirmed, the staff must be present at Thai Tuan Factory, address: Lot CN.D2 - CN D3 - CN D4, Road No. 1, Anh Hong Industrial Park - Duc Hoa III, Duc Lap Ha Commune, Duc Hoa District, Long An Province to instruct Party A on screen printing technology.

The staff must arrive at the designated location within 7 days at the latest from the date of arrival of the goods at the port.

自买方第二次付款转账之日起，买方将在 3 个工作日内与卖方确认发货时间。发货日期确认后，工作人员必须到 Thai Tuan Factory，地址：Lot CN.D2 - CN D3 - CN D4, Road No. 1, Anh Hong Industrial Park - Duc Hoa III, Duc Lap Ha Commune, Duc Hoa District, Long An Province，指导买方丝网印刷技术。

工作人员最迟，必须在货物到达港口之日起，7 天内到达指定地点。

+ Instruction time: Expected 15-30 days and ensure that the Buyer has mastered the operations to make a complete screen printing set.

(指导时间：预计 15-30 天，并确保买方掌握了制作整套丝网印刷的操作。)

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

卖方承担签证费用和往返机票费用；在越南工作的专家的酒店住宿费用、员工工资

+ The buyer will provide interpreters, shuttles from hotel to factory, meals for experts and necessary personnel when loading and unloading goods.

买方将提供翻译、从酒店到工厂的班车、专家餐食以及装卸货物时必要的人员。

The technology transfer process is divided into 2 phases
技术转移过程分为两个阶段。

Phases 1:

第一次:

About 3-5 days at the designated location, time before the goods arrive for the factory to identify and summarize the problems

在货到前 3-5 天左右到达买方指定地点，以便双方识别和总结问题。

Phases 2:

第二次:

(1) Personnel who guide [frame making]:

(1) 指导【制造版框】的人员:

1) Number of days: 1 day in Vietnam + 11 days on site + 1 day back in China = 13 days in total

1) 天数: 过去越南 1 天+现场 11 天+回来中国 1 天=总共 13 天

If the acceptance is completed, the personnel can end the 2nd Phases in advance, and the buyer cannot ask for additional days afterwards.

若验收完成，人员可以提前结束第二次的指导，买方不得要求事后补足天数。

2) Guidance requirements: teach staff to create the template

2) 指导要求: 教导人员制造版框

The manufactured frame can produce normal colors when printed manually, which means that the guidance and acceptance are completed.

制造出来的版框，手工印刷可以正常出颜色，就算指导和验收完成。

In addition, if this group of people still cannot make the frame after being taught three times, they need to be replaced.

另外，如果这一批人员教了3次，还是不会制造版框，需要换人。

If the frame cannot be manufactured after three changes of personnel, it is considered to be the buyer's problem.

如果换了三批人员，还是不会制造版框，视同是买方的问题。

The seller may terminate the 2nd phases period early and the buyer may not request to make up the days afterwards.

卖方可以提前结束第二次的指导，买方不得要求事后补足天数。

(2) Instruct personnel who use the [screen washing machine] and [Fully automatic knife sharpening machine]:

(2) 指导使用【洗网机】和【刮刀研磨机】的人员：

1) Number of days: 1 day in Vietnam + 5 days on site + 1 day back in China = 7 days in total

1) 天数：过去越南1天+现场5天+回来中国1天=总共7天

If the acceptance is completed, the personnel can end the 2nd Phases in advance, and the buyer cannot ask for additional days afterwards.

若验收完成，人员可以提前结束第二次的指导，买方不得要求事后补足天数。

2) Instruction requirements: Teach personnel to use Screen washing machines and Fully automatic knife sharpening machine.

2) 指导要求：教导人员使用洗网机和刮刀研磨机。

Screen washing machine: Personnel can clean the screen frame correctly. Once the screen frame cleaning is completed, the guidance and acceptance are successful.

洗网机：人员可以正确清洗版框，将版框清洗完成，就算指导和验收成功。

In addition, if this group of people still cannot make the frame after being taught three times, they need to be replaced.

另外，如果这一批人员教了 3 次，还是不会制造版框，需要换人。

If the frame cannot be manufactured after three changes of personnel, it is considered to be the buyer's problem.

如果换了三批人员，还是不会制造版框，视同是买方的问题。

The seller may terminate the 2nd phases period early and the buyer may not request to make up the days afterwards.

卖方可以提前结束第二次的指导，买方不得要求事后补足天数。

Scrapper grinder: If the personnel can use the machine correctly and grind the scraper skin to the required thickness, the guidance and acceptance will be successful.

刮刀研磨机：人员可以正确使用机器，将刮刀皮磨成所需的厚度，就算指导和验收成功。

In addition, if this group of people still cannot make the frame after being taught three times, they need to be replaced.

另外，如果这一批人员教了 3 次，还是不会制造版框，需要换人。

If the frame cannot be manufactured after three changes of personnel, it is considered to be the buyer's problem.

如果换了三批人员，还是不会制造版框，视同是买方的问题。

The seller may terminate the 2nd phases period early and the buyer may not request to make up the days afterwards.

卖方可以提前结束第二次的指导，买方不得要求事后补足天数。

If the second instruction is completed:

如果第二次的指导完成后：

(1) If acceptance is not possible due to the seller's own fault, the seller must increase the time for staff guidance and the cost shall be borne by the seller.

(1) 因为卖方原因无法验收，卖方须增加人员指导时间，费用由卖方承担。

(2) If the buyer is unable to inspect the goods due to his/her own reasons, the buyer shall bear the additional labor costs, which shall be US\$120 per person per day.

(2) 因为买方原因无法验收，买方须自己承担增加的人工费，每人 120 美元/天。

In case The Seller fails to send an expert to instruct on screen printing technology in accordance with the agreement, The Buyer has the right to hire a third party to instruct, and the costs shall be paid by the Seller.

如果卖方未能按照协议派遣专家指导丝网印刷技术，买方有权聘请第三方进行指导，费用由卖方承担。

ARTICLE 7. GUARANTEE

(第 7 条。担保)

The Guarantee period will be 12 months from the issuing date.

自工厂验收之日起 12 个月

If the machine does not correspond to the conditions of the contract, or if it does not maintain the capacity stipulated in the contract, Manufacturer has at his expenses at Buyer's choice either to remedy to defect or to replace the faulty equipment of good quality which is to be delivered within 6 weeks on CIF Cat Lai City Port basis. The faulty equipment shall be returned to manufacturer's expenses if so required.

如果机器不符合合同条件，或者没有保持合同规定的容量，制造商有权自费选择补救缺陷或更换质量良好的故障设备，这些设备将在 6 周内以到岸价 Cat Lai City Port 为基础交付。如果需要，故障设备应退还给制造商，费用由制造商承担。

ARTICLE 8. FORCE MAJEURE

(第 8 条。不可抗力)

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.

战争、社会政治事件、火灾、洪水、罢工、地震和天灾等不可抗力情况必须在 7 天内由一方通过电报修改。

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

(超过此时间, 不可抗力情况将不予考虑。)

ARTICLE 10. THE CONTRACT'S VALIDITY

(第 10 条。合同的有效性)

1. The Contract shall be valid since the date of signing.

(本合同自签订之日起生效。)

2. The Contract shall come into invalidity when two parties sign Contract finalization under regulations.

(双方按规定签订合同定稿后, 本合同无效。)

The Contract shall be made into 02 sets with equal validity, the Buyer keeps 01 sets, the Seller keeps 01 Sets.

(本合同一式 02 套, 具有同等效力, 买方保留 01 套, 卖方保留 01 套。)

THE BUYER 

Nguyễn Bảo Chach

THE SELLER

For and on behalf of
CHANGZHOU ZHENGLONG MACHINERY CO., LTD.
常州证隆机械有限公司
Lee Hsin Cheng
.....
Authorized Signature(s)

