

**MẪU HỢP ĐỒNG NGOẠI THƯƠNG
SỐ 1**

SAIGON ACADEMY

CONTRACT

No: 04/19/VT-CH

Date: January 18, 2011

BETWEEN: BINH DIEN CO.

Address: C12/21 Tan Kien, Binh Chanh District, Hochiminh city, Vietnam

Tel: 84-8-3756011

Fax: 84-8-39560799

Email: phanbon@binhdien.com

Website: www.binhdien.com

Presented by: Mr. LE QUOC PHONG, Director

Hereinafter called "THE BUYER".

AND: KOLON INTERNATIONAL CORP.

Address: KOLON TOWER. Annex 1-22, Byeolyang-Dong Kwacheon City Kyonggi-Do 427-040, Korea

Tel: 822.3677.8114

Fax: 822.3677.7561

Website: www.kolomintl.com

Account: 052.30.000112 at KOREA FIRST BANK, Seoul

Presented by: Mr. YOUNG HO RIM, President

Hereinafter called "THE SELLER".

Both parties have agreed to sign this contract under the following terms and conditions:

Article 1: Commodity and Specification

1. Commodity: Urea Fertilizer

2. Origin: Indonesia

3. Specification:

- Nitrogen: 46% min.
- Moisture: 0,5% max.
- Biuret: 1,0% max.
- Color: White.
- Free Flowing: Treated with anti-caking.

4. Packing:

- 50kg net in polypropylene woven bag with polyethylene inner liner.
- 2% of total bag as empty spare bags to be supplied free of charges.

Article 2: Unit price – Quantity and Total Amount

1. Unit price : USD 360/MT C.I.F HCM Port, VN (Incoterms 2010)

2. Quantity : 10.000 MTS (plus or minus 10% at seller's option)

3. Total Amount : USD 3,600,000 ($\pm 10\%$ at seller's option)

(Say: US Dollars three million six hundred thousand only).

Article 3: Shipment – Delivery

1. Time of shipment : Not later than July 2011.

2. Port of loading : Indonesia main Port.

3. Destination port : New Port, Hochiminh city, Vietnam.

4. Partial shipment : Not Allowed.

5. Transshipment : Not Allowed.

6. Notice of shipment: Within 2 days after the sailing date of carrying vessel to S.R. Vietnam, the Seller shall notify by cable to the Buyer the following information:

- L/C number;

- Amount of payment;
- Name and nationality of the vessel;
- Bill of Lading number/date;
- Port of loading;
- Date of shipment;
- Expected date of arrival at discharging port.

7. Shipping mark: UREA
 46% NITROGEN MINIMUM
 1% BIURET MAXIMUM
 0,5% MOISTURE MAXIMUM
 50 KGS NET
 USE NO HOOKS
 MADE IN INDONESIA

One side printed in green color.

8. Discharging:

- When Notice of Readiness tendered before noon. Laytime shall be commenced from 13:00 on the same date.
- When Notice of Readiness tendered before afternoon. Laytime shall be commenced from 08:00 on next date.

9. Discharging term : 1200 MTS/day WWDSHEX EIU
 : USD 2,000/Half

Article 4: Payment

1. By Irrevocable Letter of Credit at sight from B/L date for the full amount of the contract value.

2.L/C beneficiary: KOLON INTERNATIONAL CORP.
 KOLON TOWER. Annex 1-22,
 Byeolyang-Dong Kwacheon City
 Kyonggi-Do 427-040, Korea

3. L/C Advising Bank: KOREA FISRT BANK, Seoul City, Korea

4. Bank of Opening L/C: VIETCOMBANK/EXIMBANK

5. Time of Opening L/C: Within July 5, 2011

6. Payment documents:

Payment shall be made upon receipt of the following document:

- 3/3 of clean on board Bill of Lading marked "FREIGHT PREPAID".
- Commercial invoice in triplicate.
- Packing list in triplicate.
- Certificate of origin issued by manufacturer.
- SUCOFINDO's Certificate on quality/weight.
- One copy of sailing telex/shipping advice. Remark: third party's shipping document acceptable.
- 1/3 B/L and transport documents sent by DHL.

Article 5: Insurance

- Covered by the seller.

- Covering: ALL RISKS; 110% of Invoice value.
- Insurance policy/certificate showing claim payable at Hochiminh city, Vietnam by the Vietnam Insurance Company, Hochiminh city branch.

Article 6: Force Majeure

1. Should any circumstances arise preventing either party from full or partial carrying out its obligations under the contract (namely: acts of gods, acts of the elements, fire, war, military operations of any nature, blockade or prohibition of export, import), the period stipulated for performance of the contract shall be extended accordingly.

2. In the event of these circumstances prevailing for more than fulfill its obligations under the contract, and in this case, neither party shall be entitled to indemnity of any losses it may sustain.

3. The party unable to carry out its obligations under the contract shall advise the other party of the commencement and termination of the circumstances preventing performance of the contract within 5 days.

4. A certificate issued by the Chamber of Commerce of the sellers' or buyers' country shall be sufficient proof of the operation and the duration of such circumstances.

Article 7: Claim

All claim by Buyer shall be made by telex or fax within 7 days after cargo arrived at destination port and shall be confirmed in written form sent to the Seller within 21 days after receipt of Survey Report of Vinacontrol Hochiminh city.

Article 8: Arbitration

1. In the execution course of this contract, all dispute not reaching at amicable agreement shall be settled by the Economic Arbitration Board of Hochiminh city under the rules of The International Chamber of Commerce whose awards shall be final and binding both parties.

2. Arbitration fee and other related charges shall be borne by the losing party, unless otherwise agreed.

Article 9: Penalty

1. To delay shipment/delay payment: In case delay shipment/delay payment happens, the penalty for delay interest will be based on annual rate 15 percent.

2. To delay opening L/C: In case delay opening L/C happens, the Seller has the right to delay shipment.

3. To cancellation of Contract: If Buyer or Seller wanted to cancel the contract, 5% of total contract value would be charged as penalty to that party.

Article 10: General Condition

1. By signing this Contract, previous correspondences and negotiations connected herewith shall be null and void.

2. This contract comes into effect from signing date, any amendment and additional clause to these conditions shall be valid only if made in written form and duly confirmed by both sides.

3. This contract is made in 6 English originals, each side keeps 3.

FOR THE SELLER

FOR THE BUYER

**MẪU HỢP ĐỒNG NGOẠI THƯƠNG
SỐ 2**

SAIGON ACADEMY

Formosa Ha Tinh Steel Corporation
VUNG ANG ECONOMIC ZONE, KY LONG WARD, KY ANH TOWN,
HA TINH PROVINCE, VIET NAM

TEL: +84-02393-722123

FAX: +84-02393-722125 DATE: MAR 06,
2022

ORDER CONFIRMATION

ORDER NO: LG M 4 KW05G100

TO Messrs:

ANFA INTERNATIONAL INDUSTRY CO., LIMITED
ROOM 2105, DL425, TREND CENTRE, 29-31 CHEUNG LEE
STREET, CHAI WAN, HONG KONG
FAX: 002-86-372-3195558

We Formosa Ha Tinh Steel Corporation (Buyer) hereby agree to buy and ANFA INTERNATIONAL INDUSTRY CO., LIMITED (Seller) agree to sell equipments/materials specified below according to the GENERAL TERMS AND CONDITIONS stated on the reverse hereof.

Item	Description	Unit	Quantity	Unit Price	Amount	Shipping Mark
01	Aluminum Wire Diameter: 12 mm ± 0.5 mm AS SPEC.: FHS-LF-AL- WIRE	MT	80	USD 2,450	USD 196,000	FHS M14 KW05G1 00
Total					USD 196,000	

* Maximum 5% in amount and quantity of this item is acceptable.

SHIPMENT 1: 40MT(+/-5%), LATEST SHIPPING DATE BEFORE MAR. 31,
2022

SHIPMENT 2: 40MT(+/-5%), LATEST SHIPPING DATE BEFORE MAY. 18,
2022

90% payment by a letter of credit in your favor

100% payment of the L/C amount can be negotiated against shipping documents

DELIVERY TERMS: CFR HAIPHONG PORT

PAYMENT TERMS: 10% balance by T/T remittance after test acceptance.

REMARKS:

1. Loading port: CHINA PORT Unloading port: HAIPHONG PORT
2. Partial shipment IS allowed. Transit shipment IS NOT allowed.

3. Latest Shipping date: MAY. 18, 2022
4. The buyer's P.O No. shall be indicated in all of related documents and communications.
5. The Polystyrene foam packing is prohibited.
6. Seller shall dispatch a fax or email to Buyer(ATTN: Formosa Ha Tinh Steel Corporation/ CUSTOM AFFAIRS DEPARTMENT/ SIMON LU/ TEL: +84-239-3722123 ext321/ FAX: +84-239-3722132/ fhsimport@fhs.com.vn) BEFORE 5 DAYS of the Confirmed Departure Date advising the Departure Date and Estimated Arrival Date of the equipments/materials. Also,as soon as shipment is effected,Seller shall send shipping documents by email and or by courier to Buyer hereunder.Seller shall deliver the equipments/materials to the destination by the Buyer within the agreed delivery period. In the event of any delivery is not complied with the terms and conditions herein, Buyer shall have no obligation to pay in advance, unless otherwise agreed by the Buyer.
7. The order shall be deemed as acceptance after completion of Seller's signature on the bottom hereof and submittal of Seller's PROFORMA INVOICE with the signed page to Buyer.
8. Seller obligate to advise Buyer if specification described herewith need clarification.
9. Please inform and provide us the detail packing list in case of any tools or appliance is required for installation shall be shipped together with main equipment, so that the tools can be returned to your side after complete installation.
10. Shipment shall be effected by the Shipping Co.Forwarder: AT SHIPPER'S ARRANGEMENT.
11. Please attach the official Certificate of Origin to the shipment.
12. Should Seller (fail to deliver the goods as scheduled,Seller shall bear the price difference and costs and expenses incurred by Buyer from purchase the same from other suppliers.
13. Seller represents and warrants that it will comply with all applicable export controls, sanctions, import restrictions or other trade restrictions arising under the laws of any jurisdictions with respect to the performance of this order. Further, Seller represents and warrants that it has never transported or transports, or has used or uses, materials in any manner that has violated or violates (or would cause any member of the Seller to be in violation of) export controls, sanctions or other trade restrictions. Buyer shall not be obligated to fulfill this order if such fulfillment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions.
14. Seller has to pay a delay penalty on basis of .2% of the invoice value for each day delayed.
15. It is the sole responsibility of the buyer to assume and pay the taxes including but

not limited to the buyer's foreign contractor tax (FCT) occurring and payable in Vietnam during the transaction between the parties.

16. Notice for shipping arrangement will be sent within 20 days before our estimated shipping date. Please provide your confirmed shipping date to the Person SIMON LU immediately.

The contact Tel and address as below:

Tel: +84-239-3722123 ext 1321; Fax: +84-239-3722132

Address: VUNG ANG ECONOMIC ZONE, KY LONG WARD, KY ANH TOWN, HA TINH PROVINCE, VIET NAM

ATT: CUSTOM AFFAIRS DEPARTMENT SIMON LU; E-MAIL: thaimport@hs.com.vn

17. Our O/C stated that 5 days before the shipment, please provide shipping advice (The contents must include ETD and ETA, Etc.) and shipping documents (The documents must include Commercial invoice, packing list, original phytosanitary certificate, purchasing No., name of commodity, gross weight, net weight, invoice amount, number of packages, and forwarder contact information, Etc.) by FAX and by DHL courier to Custom Affairs Department.

18. Please provide all the necessary B/L documents within 3 days after shipment. Shipping documents must be clearly indicated the purchasing No., name of commodity, gross weight, net weight, invoice amount, number of packages, departure date, estimated arrival date.

19. Supplier should provide packing list/documents 10 days prior to onboarding if packing dimension exceeds "Length: 25M x Width: 4M X Height: 4M" or gross weight exceeds 70 tons.

20. The delivered materials have to be produced in accordance with the agreed specifications and we will inspect through PMI for metal inspections if containing alloy steel or stainless steel.

21. Upon delivery, Seller shall confirm that the place of origin of deliverables complies with the order, or such deliverables will be deemed as non-conforming.

22. When a shipped material fails inspection and sees the need to be re-inspected, the Group's interested inspection department shall assign a dedicated personnel, in company with the original inspector, to perform the re-inspection on the re-posed sample.

23. If the quality assurance document (i.g. certification of material, warranty, delivery inspection report, TSG certificate etc.) are required in procurement specification and Seller also agreed to provide in quotation, Seller should provide them with goods delivery.

24. If ship by FCL, Seller must ask forwarder to allow free demurrage 14 days and detention 7 days.

25. "Son Duong Sea Port & Integrated Steel Mill Combined Project" including contractor, subcontractor, consultancy Unit and relevant unit organization must strictly abide the following provisions:

(1) To build temporary shelter, office and technical infrastructure (such as water, electricity communication, other engineering), before construction please use Formosa Ha Tinh Steel corporation management office as the main unit to apply the guidance or license from the Ha Tinh provincial people's committee of the Vung Ang Economic Zone. For the construction project shall be in accordance with approved process or plan.

(2) As the labor safety and health work management and operations personnel, shall follow announcement for "37/2005/TT-BLDTBXH" social labor regulation. All the relevant labors should have the education and labor security card and certificates and labor personnel should be equipped with adequate personal protective equipment.

(3) Before using the dangerous machinery and equipment, shall abide the 2011/11/14 issued and social labor law "32/2011/TT-BLDTBXH" notice to make verification program.

(4) In order to avoid the violation of environmental law for temporarily shut down, confiscate the equipment, seizure or detention. When construction is subject, constructor should comply with government rule dated.

GENERAL TERMS AND CONDITIONS

1. Unless otherwise specified, this contract is subject to Incoterms 2010 and its addendum prevailing on the date of the shipment of the goods hereunder.

2. Fixed Prices: The prices indicated in this contract are fixed, and not subject to any escalation.

3. Payment: As per statement on the front page hereof and/or Supplemental Terms and Conditions attached herewith. All banking charges outside Taiwan shall be for Seller's account. Seller shall not require the letter of credit be confirmed unless Seller bears the confirmation charges.

4. Certificate/Inspection: Seller shall send the maker's inspection certificate to Buyer on or before the scheduled shipment date, but Seller shall be still responsible to indemnify Buyer for all and any variances and/or defects found after delivery.

5. Guarantee: Seller guarantees that equipments/materials furnished hereunder shall conform to this order and shall be brand new and of good workmanship and quality, free of any defects. If any defect, non-conformity or shortage is found by Buyer, Seller shall, upon receipt of Buyer's notice, immediately and within the period stipulated by Buyer, replace (or) rejected equipments/materials with new ones, or make up the shortage in accordance with the term and condition of this order. Seller shall bear the cost, insurance and ocean or air freight for the replacement of equipments/materials, and all expenses and charges required to ship the rejected equipments/materials back

to Seller.

6. **Warranty:** Unless otherwise stipulated, Seller warrants to Buyer that equipments/materials is free from any defects in material and/or workmanship for a period of 18 months from the date of shipment, or 12 months from the start-up, whichever comes first. If any defect is found within the warranty period hereof, Seller hereby shall agree Buyer to replace or repair in time, if Buyer deems appropriate, and shall provide Buyer with all necessary assistance forthwith, and agree to indemnify for loss and damage claimed by Buyer thereafter, and the period of warranty shall be extended to 12 months after the date of replacement or satisfactory completion of the repair works.

7. **Packing:** Equipments/materials covered by this order shall be packed in such a manner as will be adequate for seaborne or airborne export shipment as the case may be. Such packing must be sufficient to secure safe arrival at destination fully covering such overseas shipping hazards as rough handling and possible collision. For any loss or damage in transit attributable to improper packing, Buyer may at its own discretion either take compensation or request replacement from the Seller in accordance with provisions specified in above mentioned paragraph 5.

8. **Forwarding:** If shipment is arranged by Seller, Seller shall be responsible for arrangement of vessel. In arranging vessel, Seller should refrain from using overage vessel or vessel of less than 1,000 GRT(Gross Register Tonnage); otherwise, any additional insurance premium thus incurred shall be for Seller's account.

9. **Insurance:** If the insurance is effected by Seller, unless otherwise specified, All risks, war, S.R.C.C., including unloading port to Buyer's warehouse and I.O.P., shall be covered by Seller. The insured amount shall be invoice value plus ten percent(10%).

10. **Shipment Advice:** Immediately after equipments/materials are loaded on board, Seller shall advise Buyer of the details of shipment by fax. Such fax shall contain Buyer's contract or purchase order number, name of vessel, a description of equipments/materials shipped, port and time of loading, estimated time of arrival, number of packages, gross weight, invoice value, agent of shipping company in Taiwan etc. Seller shall airmail directly to Buyer, on the same day when equipments/materials are loaded on board, a full set of shipping documents. Such fax/airmail shall be sent to the attention of PURCHASING DIVISION. If Seller fails to effect this provision within the specified time, all extra charges thus incurred shall be for Seller's account. If the seller's equipment/material exceeds the specification (greater than length 35m, width 5m, height 4.5m, weight 22 tons or dimension 40m3), the material catalog or vehicle loading photo shall be provided and delivered to the buyer along with shipping related documents for record.

11. **Agent's Responsibility & Liability:** The agent/representative of Seller has been duly authorized by Seller for signing of this contract. Seller's agent/representative shall be jointly and severally liable for all of the obligations of Seller under this contract.

12. Force Majeure: Buyer is not responsible for delay or non-performance of its contractual obligation to purchase, and Seller is not responsible for delay or non-performance of its contractual obligation to sell all or any of equipments/materials hereof caused by war, blockade, revolution, insurrection, civil commotions, riots, mobilizations, strikes, lockouts, acts of God, plague or other epidemic, fire, flood, obstruction, acts of government or public enemy, subject to approval of Governments.

Termination: Provided Seller fails to fulfill any of his obligation under this contract within specified date, Buyer shall have the right to terminate this contract forthwith by written notice, and Seller shall be responsible for all the Buyer's losses caused by the termination of the contract.

Arbitration: Any matter not stipulated herein or any dispute, controversy, difference or claim arising out of, relating to or in connection with this contract, or the breach, termination or invalidity thereof, shall be settled amicably by the parties. If the parties fail to settle amicably, the parties hereby agree to be finally settled by arbitration referred to the Chinese Arbitration Association, Taipei in accordance with the Association's arbitration rules. The place of arbitration shall be in Taipei, Taiwan. The arbitral award shall be final and binding upon the parties.

Seller: CHINA INTERNATIONAL TRADING CO., LTD

and an Agent of
KHL International Agency Co. Limited


Authorized Signature

Buyer: Taiwan Shu Tsh Steel Corporation
PURCHASER DIV.


Vice President: CHU YI CHU

Buyer: 8877 0310
CHU YI CHU 朱意初

SAIGON

**MẪU HỢP ĐỒNG NGOẠI THƯƠNG
SỐ 3**

SAIGON ACADEMY

SALES CONTRACT

No: J9-LV-LT.14 Date: 28th August, 2021

THE SELLER: LOTTE INTERNATIONAL co., LTD.

Add: Kookmin Jel Bldg., 1009-5 Daechi-Dong, Kangnam-Gu, Seoul, Korea
135-280

Tel: +82.2.3459.9600 Fax: +82.2.3459.0613

Represented by: **Mr. JEONG KI HO** - Vice President

THE BUYER: LOTTE VINA INTERNATIONAL co., LTD

Add: F1.03 Beautiful Saigon, 02 Nguyen Khac Vien, Tam Phu Ward, Dist. 7,
HCMC,

Tel: +84.8.5413-6953 Fax: +84.8.5413-6953

Represented by: **Mr. HAHN CHAIN YOUNG** - General Director

Both parties agreed to sign this contract according to the terms and conditions stated below:

1. **COMMODITY: LOTTERIA CHICKEN BREADER MIX LVL-11S**

2. **QUANTITY & PRICE:**

DESCRIPTION	QUANTITY (cartons)	UNIT PRICE (FOB)	AMOUNT
Lotteria chicken breeder mix (100kg/bag, 10 00kgs/carton, 18FCLs)	41,400	\$17.10	\$707,940
TOTAL AMOUNT			\$707,940

In words: United States Dollars Seven hundred seven thousand, nine hundred and forty.

3. **PACKING:** 10kg/bag, 100kgs/carton.

4. **SHIPMENT:**

October 2021: 4 FCLs (9,200 ctms)

November 2021: 4 FCLs (9,200 ctms)

December 2021: 5 FCLs (11,500 ctms)

January 2022: 5 FCLs (11,500 ctms)

Loading port: Thailand port Discharging port: HCMC port, Vietnam

5. **DELIVERY:** The goods will be shipped from:

SUMITOMO CORPORATION THAILAND LTD.

20th, 21st & 22nd Fl, Unit 1, M.Thai Tower, All Seasons Place, 87 Wireless
Road, Lumpini, Phatunwan, Bangkok 10330

Tel: 02-654-0002

Fax: 02-654-0060

6. PAYMENT: By T/T 45 days after shipment arrival

Bank Details:

BENEFICIARY: LOTTE INTERNATIONAL co., LTD

BANK NAME: KOREA EXCHANGE BANK KEPKO BRANCH

ACCOUNT NO: 077-JCD-00203-7 (USD)

SWIFT CODE: KOEXKRSE

7. DOCUMENTS REQUIRED:

1. Commercial Invoice (03 original)
2. Packing list (03 original)
3. Bill of Lading, surrendered

8. ARBITRATION: Any claims (if any) rising from the process of this contract will be amicable settlement firstly. In case the agreement which is not accepted by both parties will be settled by International Arbitration Center of Viet Nam in Ho Chi Minh City.

9. OTHERS: Any amendment or supplement to this contract to be actually v&Sd as they are writing and signed by both contracting parties.

This contract is recognized by facsimile and made in English

Validity to February 2022.

FOR THE SELLER

LOTTE INTERNATIONAL co., LTD.

VICE President V

FOR THE BUYER

The signature block contains two circular stamps for the seller, Lotte Vina International, and one circular stamp for the buyer, Lotte Vina International. The seller's stamps are on the left, and the buyer's stamp is on the right. There are handwritten signatures over the stamps. A large, faint watermark 'SAIGON VISA' is visible across the page.

**MẪU HỢP ĐỒNG NGOẠI THƯƠNG
SỐ 4**

SAIGON ACADEMY

Date: 09 January 2017

Contract No: 01

CONTRACT

Seller: TRUONG PHU VINH ONE MEMBER co., LTD 348D, NGUYEN DINH
CHIEU STR, PHU HUNG, BEN TRE CITY, VIET NAM

TEL: +84 75 3829530 FAX: +84 75 3812406

We as seller, hereby confirm having sold to you as Buyer, the following goods
in accordance with all the provisions here of:

Buyer: PT DENIKIN INDUSTRI NUSANTARA

JL.WONOSOBO KERTEK KM.6

WONOSOBO-JAWA TENGAH

TEL: +62 286 322208 / FAX: +62 286 323803

NO	DESCRIPTION OF GOODS	QUANTITY	UNIT/USD	AMOUNT (USD)
1	COCO CUTTING MACHINE	3 UNITS	900	2,700
2	SKIVE CUTTING MACHINE	2 UNITS	1,200	2,400
3	GRACILARIA CUTTING MACHINE	1 UNIT	1,800	1,800
TOTAL:				6,900

Say: U.S Dollars Six thousand nine hundred only

PACKING

Wood pallets

PAYMENT

By TT

Name of bank

Industrial commercial bank of Viet Nam

Branch / address

Ben Tre

Swift code

ICBWNVX780

Account no

102020000036992

Name

Mr. Truong Phu Vinh

DESTINATION

Semarang port -Indonesia

Please sign and return the duplicate copy to US, do not make any charge in this
Confirmation if any correction is necessary to reflect accurately all the
provisions of our Contract Let US know immediately by email, and if we agree
that the correction is necessary, we will send a revised confirmation for your
signature.

ON BEHALF THE SELLER
TRUONG PHU VINH

ON BEHALF THE BUYER
CHIU CHUNG LIEN

**MẪU HỢP ĐỒNG NGOẠI THƯƠNG
SỐ 5**

SAIGON ACADEMY

HUNG WAY CO., LTD.
TAN THUAN EXPORT PROCESSING ZONE
TAN THUAN DONG WARD - DIST. 7, HO CHI MINH CITY - VIETNAM
TEL: +848-37701904-907

CONTRACT OF PURCHASE

NO. V.0613/21

THIS CONTRACT IS MADE ON OCT. 16, 2021 BETWEEN:

SELLER: HUNG WAY CO., LTD

TAN THUAN ROAD, TAN THUAN EXPORT PROCESSING ZONE, TAN THUAN DONG WARD, DIST 7, HOCHIMINH CITY, VIETNAM
DIRECTOR: YANG LI CHING

BUYER: KJ WISDOM INTERNATIONAL CO.,LTD.

IF., NO.198, RENDE ST., KAHSIUNG CITY, TAIWAN (R O C)

CONSIGNEE: YOSHIDA SHIN SHQTEN

110-1, DAIFUKU SAKURAI SHINARA, JAPAN

TEL (0744)42-4186, FAX(0744)42-9158

HEREBY THE SELLER AGREES TO SELL AND THE BUYER AGREES TO PURCHASE THE GOODS SPECIFIED AS BELOW LIST.

MFG NO.	ITEM DESCRIPTION	QUANTITY	US\$	US\$
VN17-0606	Ski Gloves (LB, 18, GS)	1,311 PRS	US\$ 12.35	US\$16,190.85
VN17-0610		20 PRS	US\$ 18.21	US\$ 364.20
VN17-0608		445 PRS	US\$ 15.14	US\$ 6,737.30
VN17-0610		180 PRS	US\$ 18.21	US\$ 3,277.80
TOTAL		1,956 PRS	FOB HO CHI MINH VIETNAM	US\$ 26,570.15

TERMS OF PAYMENT: BYTT

DELIVERY DATE: OCTOBER, 2021

DELIVERY BY: AIR FREIGHT

DELIVERY FROM: HO CHI MINH CITY, VIETNAM TO JAPAN

THIS CONTRACT BECOMES EFFECTIVE FROM SIGNAL DAY UNTIL DEC.
31, 2017


KJ WISDOM INTERNATIONAL CO., LTD.
Authorized Signatory


HUNG WAY CO., LTD.

**MẪU HỢP ĐỒNG NGOẠI THƯƠNG
SỐ 6**

SAIGON ACADEMY

CONTRACT

No. PV-160427, date: 27/04/2016

THE SELLER: PURITECH VINA CO.,LTD

Address: Vinh Bao Hamlet, Vinh Khuc Village, Van Giang District, Hung Yen Province, Vietnam - T: 84 321 3997 333

Represented by Mr VAN DUC LANH

THE BUYER: PURITECH CO.,LTDAddress: 63-16, Sandan Ro, Pyeongteak Si, Gyeonggi Do, Korea (Rok)
T: 82 31 612 3440

Represented by Mr PEAK SU A

It is hereby agreed that the Buyer undertakes to buy and the Seller undertakes to sell the following goods under the terms and conditions as stipulated below:

Article 1: Commodity and Quantity

No	Goods description	Quantity	Unit	Unit price	Amount
1	Disposable face mask 311702130	392,000 (7 pallets)	PC	US\$0.0324	US\$12,700.80
2	Face mask 210*90*2P (I) 12	56,000 (1 pallet)	PC	US\$0.0297	US\$1,663.20
	Total	448,000 (8 pallets)	PC		US\$14,364.00

Incoterms 2010: CNF Incheon by Sea

Article 2: Payment

Telegraphic Transfer (T/T) 30 days from B/L date.

Article 3: Shipment and delivery

Partial shipment: Not allow

Transshipment: Not allow

Loading port: Hapong, Vietnam

Discharging port: Incheon, Korea

Ship's name/voy No: Star Voyager/0001N

Shipment date: 1-May-2016

Article 4: Arbitration

In case of any dispute arising from performance of this contract with can not amicably settle by all parties will be submitted to: ECONOMIC COURT OF HOCHIMINH CITY - VIETNAM, and Vietnam Arbitration decision shall be final and the arbitration fee to be covered by the closing party.

We, the undersigned hereby confirm and agree the terms and the conditions state herein.

This contract is made in 04 English. Each party keeps 02 copies.

FOR THE SELLER
VAN DUC LANH

FOR THE BUYER
PEAK SU A

**MẪU HỢP ĐỒNG NGOẠI THƯƠNG
SỐ 7**

SAIGON ACADEMY

CONTRACT

No: TPV 01/EX
Date: Jan, 09th 2019

The Buyer : PURESUN TRADING CO., LTD
Add : SF NO. 5-4, ALLEY 10, LANE 30, TUNG AN ROAD, TAINAN
TAWAN R.O.C.
TEL: : 886-62381588 – FAX: 886-62345340.
Represent by : Mr MICHAEL H M CHIU – Manager.
A/C No. : 006 310002275 at Tachong Bank Ltd (Taiwan Br.) Tainan, Taiwan.

The Seller : TRUONG PHU VINH ONE MEMBER CO., LTD
Add : 348D, NGUYEN DINH CHIEU ST, PHU HUNG VILLAGE,
BENTRE PROVINCE, VIETNAM
Tel : 84 – 275 – 3829530 Fax: 84-275-3812406
Represented by : MR. TRUONG PHU VINH DIR
A/C No : 117000197513 INDUSTRIAL COMMERCIAL BANK OF VIETNAM,
BENTRE BRANCH

ARTICLE 1: Commodity – Specification – Quantity – Price – Amount

No	Commodity	PH	Specification	Quantity (kg)	USD/kg CFR	Amount (USD)
01	COCONUT SAP AND EXTRACT (CLASS A)	3.2 ^o	0.6 x 0.6 x 1.5	64,800	0.6	38,880
	Total			64,800		38,880

Say : U.S Dollars Thirty eight thousand eight hundred and eighty
only
Quality : As the sample both sides agreed
Packing : In plastic- box

ARTICLE 2: Term of payment

By LC through Industrial Commercial Bank of Viet Nam

ARTICLE 3: Term of delivery:

- Delivery time : Partial shipment allowed. Not later than Mar, 19th 2019
- Port of loading : ANY PORT OF HOCHIMINH CITY, VIETNAM
- Port of discharge : ANY PORT, TAIWAN.

ARTICLE 4: Full set of documents required:

- Bill of Lading
- Commercial Invoice
- Packing List
- Certificate of Origin

ARTICLE 5: Arbitration

In the course of execution of the contract, all disputes not reaching as amicable agree shall be settled by the international Center under Chamber of Commerce and Industry of Vietnam whose awards shall be as final and binding both sides. The feed for the arbitration and other charge will be born by the losing side.

ARTICLE 6: General article

The both sides undertake to carry out this contract fully. Any change or amendment to this contract will be valid only after a written agreement has been duly signed by both sides

This contract come into force from the signing date and is made out in 04 English originals in the same value, 02 for each.

ON BEHALF THE SELLER

ON BEHALF THE BUYER

**MẪU HỢP ĐỒNG NGOẠI THƯƠNG
SỐ 8**

SAIGON ACADEMY

ORIENTAL PAPER (HK) LIMITED

ROOM 1214-20 12/F HELLYWOOD PLAZA 610 NATHAN ROAD SINGAPORE 119321

SALES CONTRACT

Contract No.: OPVM190927TMP
 Date: Sep 27, 2019
 Revise date: Sep. 27, 2019
 Destination: Cat Lai Port, Hochiminh City, Vietnam
 SC price valid to Sep. 29, 2019

The Buyers: HOA BINH JOINT STOCK COMPANY 2 BEN BINH DONG STREET, WARD 11, DISTRICT 8, HOCHIMINH CITY, VIETNAM

This Contract is made by and between the Buyer and the Seller, Whereby the Buyer agrees to buy and the Seller agrees to sell the under-mentioned goods subject to the terms and conditions as stipulated hereinafter:

Sub (GSM)	Size (MM/MM)	Packing	Qty (MT)	Unit Price (USD)	Amount (USD)
CIF CAT LAI PORT, HOCHIMINH CITY,					
C1S IVORY BOARD					
300	720*940	FLAG	10.00	\$660.00	\$6,600.00
300	810*710	FLAG	15.00	\$660.00	\$9,900.00
350	860*1040	FLAG	15.00	\$660.00	\$9,900.00
400	810*1120	FLAG	10.00	\$660.00	\$6,600.00
Total			50.00		\$33,000.00

SAY TOTAL U.S. DOLLARS THIRTY THREE THOUSAND ONLY

- (1) 10% tolerance in quantity and amount is allowed.
- (2) Loading Port & Destination: From Any Port Of China To Cat Lai Port, Hochiminh City, Vietnam
- (3) Terms of Payment: 100% D/P At Sight Through Bank.

If payment term is T/T or U/C at sight, except there's a special agreement in written by two parts, we can only release this SC for production as soon as receiving the advance payment or original UC or faxed original UC. If T/T advance payment or UC establishment is NOT done on time which causes the production cycle being missed, we reserve the rights to change the price based on the market situation. Relevant fees incurred in amending UC or paying price difference is for the account of the Buyer.

Beneficiary: ORIENTAL PAPER (HK) LIMITED

Bank Details:

Bank Name: HSBC Bank (China) Company Limited, Hangzhou Branch
 Bank Address: Level 20, China Resources Building A, No. 1366, Qianjiang Road, Janggan District, Hangzhou, Zhejiang, China, 310016 Swift Code: HSBCCN33HAZ
 Account No.: 015-123144-055

- (4) Packing: Standard Export Bulk Packing With Flags.
- (5) Shipping Mark: Made In China
- (6) The Quality: Technique standard of the Manufacturer.
- (7) Shipment Time: Around End Of Oct., 2019.
- (8) Transhipment: Allowed; Partial shipment: Allowed.
- (9) Force Majeure: Owing to the generally recognized Force Majeure causes and other causes agreed by the two parties, the seller can't deliver the good or delay the delivery will not take any responsibility.
- (10) This Contract is made out in two originals, one for each party The Trade Terms of this Contract shall be governed by INCOTERMS 2010

THE SELLER
 ORIENTAL PAPER (HK) LIMITED
 東方匯理有限公司

[Signature]
 The Seller

THE BUYER
 HOA BINH JOINT STOCK COMPANY
 華平聯合股份有限公司

[Signature]
 The Buyer
 Ho Van Phuc

**MẪU HỢP ĐỒNG NGOẠI THƯƠNG
SỐ 9**

SAIGON ACADEMY

CONTRACT

No.: Yodia041617
Date: Apr 16th, 2017

The Seller: SHENZHEN KADILA TRADE CO.,LTD

Address: NO 5-25L MINGJIN PLAZA,FUTIAN JIEDAO FUTIAN DISTRICT,SHENZHEN,CHINA

Tel: 86-755-25626531

Represented by: Nancy - Sales

(Hereinafter referred to as Party A)

The Buyer: MINH KHOI computer Trading company Limited

Address: No 68 Ton Duc Thang - Le Chan - Hai Phong

Tel: 84-225- 3686869 Fax: 84-225- 3686886

Represented by: Mr Nguyen Minh Khoi - Director

(Hereinafter referred to as Party B)

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

1. COMMODITY

No	Model	Description	Qty (pcs)	Unit price (USD)	Amounts (USD)
Computer case, and spare parts					
1	CY01	2"1.0usb ports,2"audio port with "Smart" logo 0.45MM,50CC with structure black painting normal carton	400	US\$5.25	2,100.00
2	CY02	2"1.0usb ports,2"audio port with "Smart" logo 0.45MM,50CC with structure black painting normal carton	350	US\$5.25	1,837.50
3	CY04	2"1.0usb ports,2"audio port with "Smart" logo 0.45MM,50CC with structure black painting normal	350	US\$5.25	1,837.50
4	CY07	2"1.0usb ports,2"audio port with "Smart" logo 0.45MM,50CC with structure black painting normal carton	350	US\$5.25	1,837.50
5	601B	2"1.0usb ports,2"audio port 0.45MM,50CC black color	148	US\$8.50	1,258.00
6	601W	2"1.0usb ports,2"audio port 0.45MM,50CC White color	50	US\$8.50	425.00
7		Front panel spare part	16	USD 0.10	F.O.C
Total					9,295.50

In word: US Dollars Nine thousand two hundred Ninety five and cents Fifty Only.

These prices are understood FOB Shekhou- Shenzhen, China

2. ORIGIN - QUALITY

- + Brand-new 100%.
- + Origin: China

3. PACKING

+ One unit must be packed carefully in strong close carton as per Export Standard.

4. SHIPMENT

- + Time of Shipment: Within 30 days from date of contract
- + Port of Destination: HaiPhong, Vietnam
- + Transshipment is allowed.
- + Partial Shipment is not allowed.

5. PAYMENT

- USD2,790.00 will be paid in advance.
- The balance will be paid before shipment.

Payment to be made through:

BANK NAME : HSBC Hong Kong
SWIFT : HSBCCHK09001
ACCONT NO : 801-034877-838
BENEFICIARY : YODIA TECHNOLOGY (HK) LIMITED Bank Code: 004

6. DOCUMENTS REQUIRED

One set of documents including 03 Original Bill of Lading "Freight Collect", Commercial Invoice, 02 Original Detailed Packing List must be sent by DHL or EMS to the buyer right after the shipment

7. PENALTY CLAUSE

Any delay in payment by the Buyer beyond the agreed terms of this contract will result in a penalty calculated at 12% per annum, calculated pro-rata from the date of payment due. This penalty is applicable even for part payment.

8. GENERAL CONDITION

During the implementation of this Contract any dispute will be settled between the parties; otherwise, shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.

This Contract is made out into 02 (two) copies of English with equal value by fax and it comes into force from the signing date.

FOR THE BUYER

FOR THE SELLER

**MẪU HỢP ĐỒNG NGOẠI THƯƠNG
SỐ 10**

SAIGON ACADEMY

Between: MINH KHOI TRADING AND SERVICE TECHNOLOGY CO LTD.

Address: no 6869 Ton Duc Thang street, Le Chan district, Hai phong, Vietnam

Tel: + 84 31 637369; Fax: + 84 31 3637670

Represented by: Nguyen Minh Khoi - Director

Hereinafter called the BUYER

And: TT CORPORATION (SG) PTE LTD.

Address: 68 Wasington Road #06-08, USA

Represented by: Mrs. Tommy - Manager

Hereinafter called the SELLER

IT IS AGREED AS FOLLOWS

The Buyer agrees to buy from the Seller and the Seller agrees to sell the Buyer the following described merchandise in the quantities for the deliveries or shipments at the prices and upon the terms and conditions hereafter set forth.

Article 1: Description – Quantity

Line No.	P/N	Description	QTY	Unit price (USD)	Total price (USD)
		Equipment for Medical pipe line system:			
1	8102340981	Medical Air Systems MEDAIR - 1300-8LT- (380V 3Ph, 50Hz), including:	1 set	82,611.20	82,611.20
	LF10-10	Oil free reciprocating compressors (Country of origin: Italy)	3		
		Purification module	1		
		Plant control system	1		
		Vertical vessel	1		
2	3289645	Duplex Pressure reducing Set (7-4	1	825.00	825.00
3	6001205	Medical Vacuum Plant CV10900 (380V 3Ph, 50Hz), including:	1 system	41,767.70	41,767.70
		Pumps	2		
		Plant control system	1		
		Bacteria filters	2		
		Vacuum vessel	1		

Article 2: Quality

- Manufacturer: Penlon
- Country of Origin: UK
- Brand new 100%, Manufactured in 2016 or later, quality certificate

Article 3: Price

- The price mentioned above to be understood EXW
- Amount: USD 282,453.00

Article 4: Delivery time:

Within 180 days from contract date.
Partial shipment and transshipment are allowed

Article 5: Terms of payment

Irrevocable Letter of Credit

Article 6: Terms of Shipment

The goods will be shipped by air/ sea to:
MINH KHOI TRADING AND SERVICE TECHNOLOGY CO LTD
Add: no 6869 Ton Duc Thang street, Le Chan district, Hai phong, Vietnam
Fax: 84-31 3637370

Article 7: Packing and Marking

a) Packing: Must be done according to the international export standard and suitable to the nature, characteristics and requirements of the goods, so as to ensure their safe arrival at the End-User

b) Marking:

- Manufacturer: Penlon
- Name of consignee: Minh Khoi trading and service technology company limited
- Add: no 6869 Ton Duc Thang street, Le Chan district, Hai phong, Viet Nam
- Description: Medical Pipe Line System
- Weight in Kg
- Measurement in Cm
- Loading port: any port/ airport of UK
- Unloading port: Hanoi airport/ Haiphong port, Vietnam
- Case No: / Total quantity of cases

Article 8: Warranty

Warranty period is 12 months from invoice date.

Article 9: General Conditions

a) Any amendment or additions to the present contract shall only be valid in written form duly signed by both parties.

b) The Contract is written in English in 02 originals, 01 original for the Seller and 01 original for the Buyer.

FOR THE SELLER

FOR THE BUYER

**MẪU HỢP ĐỒNG NGOẠI THƯƠNG
SỐ 11**

SAIGON ACADEMY

SALES CONTRACT

Contract No.: HP/16092015

Date: Sep. 16, 2015

SELLER: MINH KHOI CO.,LTD

ADD: 121 Nguyen Hue Street, Pho Moi Ward, Lao Cai City, Lao Cai Province, Vietnam

Tel: 0084-203836364 Fax: 0084 203836365

Deputy General director: Nguyen Minh Khoi

BUYER: GOLDEN BARLEY INTERNATIONAL PTE LTD

ADD: 65 Chulia Street, #42-05 OCBC Centre, Singapore 049513

Tel: 0065-64387510 Fax: 006564387515

General manager: Winston Wu

This contract is made by and between the Buyer and the Seller, whereby the Buyer agree to buy and the seller agree to sell the under-mentioned commodity according to the terms and conditions as below:

1. PRODUCT AND QUANTITY

The Seller shall sell and deliver and the Buyer shall buy and accept delivery from Seller of 1000.00 MT Mono-Ammonium Phosphate (MAP) in bags, with 10 % more or less.

SPECIFICATIONS:

Total Nutrients	: 60.0% MIN
Nitrogen	: 10.0% (+, -0.5%) MIN
P ₂ O ₅	: 50.0% MIN
Moisture	: 3% MAX
Color	: White or off-white powder

2. PRICE

The price for MAP fertilizer is USD 370.00/MT FOB HAIPHONG PORT, VIETNAM

3. TOTAL VALUE: USD 370,000.00

(Total say U.S. dollar three hundred and seventy thousand only)

4. SHIPMENT:

- 1) The shipment of MAP within Sep. 2015.
- 2) Unless otherwise specified, the product shall be loading on CQD terms.
- 3) Loading port: Haiphong Port, Vietnam
- 4) Destination port: Port Klang, Malaysia

5) PACKING: in 50 KGS BAG

6) DOCUMENTS REQUIRED

- 1) Full set of clean on board Ocean Bill of Lading (3 original and 3 copies NON-NEGOTIABLE).
- 2) Signed Commercial Invoice in 3 original and 3copies.
- 3) Packing List in 3 original and 3copies.

4) Certificate of Quality and Quantity/Weight/container cleanliness in one original & 3 copies issued by an independent surveyor .

5) Shipping Advice fax to Purchaser within 3 working days after the vessel sailing from port of shipment advising shipment details, name of Vessel, Value of goods, ETA, shipped weight and quantity, description of goods, port of shipment and port of discharge.

6) Insurance: to be effected by the buyer.

7) PAYMENT TERMS:

By T/T 100% within 07 working days after B/L date.

Beneficiary: MINH KHOI CO.,LTD

120 Nguyen Hue Street, Pho Moi Ward, Lao Cai City, Lao Cai Province, Vietnam

Bank of Beneficiary: TECHCOMBANK LAO CAI

010 Hoang Lien Str., Coc Leu Ward, Lao Cai City, Lao Cai Province, Vietnam

SWIFT CODE: VTCBVNVXXX

8.INSPECTION:

To be carried out at loading port. The certificates of quality and quantity issued by an independent surveyor, whose inspection results and certificates to be governed.

9. FORCE MAJEURE:

If the shipment of the contract of the goods is prevented or delayed in the whole or in part by reason of force majeure such as war, earthquake, flood, fire, storm, heavy snow or the other causes etc, the seller shall not be responsible for non-shipment or late shipment of the goods or non-performance of this contract.

10. ARBITRATION

All disputes in connection with this contract or the execution thereof shall be settled by negotiation between the two parties. If no settlement can be reached, the case shall be submitted to the International Economic Trade Arbitration Commission of Viet Nam and Viet Nam law applies. The results are final and binding for both parties.

11. GENERAL CONDITIONS

1 This contract shall come into effect from the signing date, any amendment and additional clause to these conditions shall be valid only if made in written form and duly confirmed by both sides.

2 Definition as per Incoterms 2010 and UCP600 latest version.

3 This contract is subject to the General Terms and Conditions set forth herewith which form an integral part of this contract. Faxed signed contract is deemed to be valid.

FOR THE SELLER

FOR THE BUYER

**MẪU HỢP ĐỒNG NGOẠI THƯƠNG
SỐ 12**

SAIGON ACADEMY

SALES CONTRACT

Contract No.: HP/IMP16092015

Date: Sep. 16, 2015

SELLER: MINH KHOI CO.,LTD

ADD: 121 Nguyen Hue Street, Pho Moi Ward, Lao Cai City, Lao Cai Province, Vietnam

Tel: 0084-203836364 Fax: 0084 203836365

Deputy General director: Nguyen Minh Khoi

BUYER: GOLDEN BARLEY INTERNATIONAL PTE LTD

ADD: 65 Chulia Street, #42-05 OCBC Centre, Singapore 049513

Tel: 0065-64387510 Fax: 006564387515

General manager: Winston Wu

The above parties hereby agreed that Seller shall sell and Buyer shall buy the following commodity with the following terms and conditions.

1/ COMMODITY: Vietnamese Rice Type Pearl

2/ SPECIFICATION:

* Moisture	:	14.0% max
* Foreign matter	:	0.5% max
* Broken	:	25.00% max
* Whole grain	:	40.00% min
* Damaged kernel	:	2.00% max
* Chalky kernel	:	8.00% max
* Red kernel	:	4.00% max
* Immature kernel	:	1.00% max
* Milling degree	:	ordinary milled

3/ QUANTITY: 20,000 MT (10% more or less at Buyer option)

4/ PACKING: in new single jute bags of 50 kgs net each

5/ SHIPMENT: 10,000 MT in October and 10,000 MT in November

6/ PRICE: USD195,000 MT FOB Saigon Port

7/ PAYMENT: By Irrevocable Letter of Credit at sight LC

Buyer shall open an irrevocable Letter of Credit at sight LC in favor of Vietcombank requiring the following documents for negotiation:

- Full set of commercial invoice
- Full set Clean on Board Bill of Lading
- Certificate of weight and quality issued by independent surveyor
- Certificate of origin
- Phytosanitary certificate
- Fumigation certificate
- Certificate of vessel's Hatch cleanliness

8/ PRE-SHIPMENT SURVEY: Buyer shall have right to pre-shipment survey of cargo.

9/ INSURANCE: To be covered by the Buyer.

10/ ARBITRATION: Any disputes, controversy or claim arising out of or relating to this contract or breach thereof, which can not amicably be settled by the parties hereto, shall be finally settled by Legal Solution in Singapore.

11/ LOADING TERMS

a- At the load port, the cargo is to be loaded at the rate of 1,000 metric tons (PWWDSHEXUU) per weather working days of 24 consecutive hours, Sunday and holiday excepted unless used. If the Notice of Readiness is presented before 12 hrs noon laytime to commence at 13 hrs the same day. If the Notice of Readiness is given after 12 hrs noon but before the close of office (17.00 hours) the laytime to commence from 8.00 AM on the next working day. Dunnage to be for Buyer/Shipowner's account.

b- Shore tally at the Seller's account and on board vessel tally at Buyer/Shipowner's account.

c- At load port, tax for cargo is to Seller's account

d- Dammurage/Despatch as per Charter party

e- All other terms as per Gencon Charter party

12/ APPLICABLE: This contract shall be governed by and construed according to the laws of The Republic of Singapore.

13/ FORCE MAJEURE: The Force Majeure (Exemption) Clause of The International Chamber of Commerce (ICC Publication No 412) is hereby incorporated in this contract.

14/ SURVEY: The supervision and survey of the Vietnamese White Rice at mills/stores quality, weight, quantity, number of bags, conditions of boxes and packing will be done by Vinacontrol in Vietnam, the cost thereof being to....'s account.

15/ OTHERS: The Trade Terms used herein shall be inpreted in accordance 1980 including its amendments.

This sales contract is done in Jakarta 23 Sep. 1993 in 04 (four) English originals, 02 (two) for each side.

FOR THE SELLER

FOR THE BUYER

**MẪU HỢP ĐỒNG NGOẠI THƯƠNG
SỐ 13**

SAIGON ACADEMY

**CONTRACT FOR NEWSPRINTING PAPER
CONTRACT (NO 205 TL)**

Between: Vietnam Scientific- Production Union of Geodesy and Cartography
Lang Trung - Dong Da - Ha Noi - Vietnam
Tel: 42.846829 Telex: 294887 Vietco VT

Hereinafter called the Buyer

And: BOO SON Co., LTD

RM. 306, DONGHWA BLDG 19-2, NONHYUN - DIONG, KANGNAM - KU
SEOUL, KOREA

Cable address: TWOHANDCO, SEOUL, KOREA

Hereinafter called Seller

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

ARTICLE I: DESCRIPTION - SPECIFICATION- QUALITY- QUANTITY

1. Description: NEWSPRINTING PAPER
2. Country of origin: CHINA
3. Maker's name:
4. Quality/ Specification: Substance: 49 +/- 2 g/m² Ro IL 787 mm width
5. Quantity: 200 MT +/- 5%
6. Packing: EXPORT STANDARD
7. Marking: Substance: 49 g/m² +/-2; Destination: Haiphong Port
8. Destination: HAIPHONG PORT

ARTICLE II: PRICE

Price to be understood CIF Hai Phong port including Seaworthy packing

Unit price: USD 535/MT

Total amount: USD 107,000.00

Say: United States Dollar one hundred and seven thousand only

ARTICLE III: DELIVERY TIME

40 days after L/C received

ARTICLE IV: PAYMENT

By irrevocable Letter of Credit in U.S Dollar within 180 days with 0.8% of dividend (in favour of) each the Seller and payable and payable on presentation to the Bank for Foreign Trade of Vietnam of the following documents, each in three copies:

- Clean on board Bill of Lading

- Commercial Invoice
- Certificate of weight and/or quantity
- Certificate of Quantity issued by the Seller and/or the Maker
- Certificate of Origin issued by Chamber of Commerce and/or the Seller
- Insurance Policy
- Receipt of Shipmaster acknowledging it duly having received 3 sets of non-negotiation shipping documents as above mentioned
- Letter of Credit will be valid for 15 days after loading completed. The Buyer and the Siler will bear bank charges in their respective country but charges for amendment or extension of L/C will be borne by party that requires.

ARTICLE V: INSURANCE / SHIPMENT

1. Insurance :

Insurance for the contracted goods will be covered by the Seller by All Risk Policy

2. Notice of shipment:

- Pre- advice of shipment: Before shipment of the goods the Seller shall advice by cable/telex the Buyer of estimated time of shipment and name of carrying vessel

- Final advice of shipment: within 24 hours after shipment the Seller shall advice by cable/telex : Contract No, quantity, gross weight, net weight, measurement, number of packages, invoice value, name of carrying vessel, Bill of Lading number, sailing date for insurance purpose

ARTICLE VI: PORT DICHARGE AND INSPECTION

The Buyer will be entitled to have the goods inspected by Vinacontrol at the destination, if any discrepancy arises in respect of quantity and quality the Buyer will first lodge claim by cable with the Seller, then within 90 days from the date of discharge will make a formal claim with supporting documents, such claim shall be settled by the Seller within 30 days from its receipt of the Buyer's formal claim

ARTICLE VII: FORCE MAJEURE

Neither party shall be held responsible for delay of failure of performance of obligations provided for herein when such delay or failure is caused by strike, fire, flood, Act of God, earthquake or any laws, rules, or regulations of any governmental authority or other conditions beyond its control which can not be forecast or provided against and provided one or both parties are subject to such obligation.

The party wishing to claim relief by reason of any of the said circumstances shall notify the other party in writing of the circumstance its commencement and ceasation and then deliver a certificate issued by the Chamber of Commerce at the place where the event or events ocured as evidence thereof; In the event of delay caused by such force majeure exceeding 60 days each party shall have the right to cancel his contract, unless otherwise agreed, in which case neither party shall have the right to claim damages

ARTICLE VIII: ARBITRATION

This contract will be governed by the provision of Incoterms 1990. If any dispute that arises under this contract can not be settled by an amicable agreement between the two sides, the matter shall be settled by the International Commercial Arbitration in Paris in accordance with its rules

ARTICLE X: OTHER CONDITIONS

The Buyer shall give a guarantee pursuant to procedure at the Bank for Foreign Trade of Vietnam

FOR THE SELLER

FOR THE BUYER

SAIGON ACADEMY

**MẪU HỢP ĐỒNG NGOẠI THƯƠNG
SỐ 14**

SAIGON ACADEMY

CONTRACT FOR THE PURCHASE OF RICE

No.018VNF/2021

Between: GALLUCK LIMITED

Flat A.3/F, Causeway Tower, 16 -22 Causeway Road, Causeway Bay HONGKONG

Tel: 8479900, 8976422; Fax: 4839200

Telex: 57889 WSGTC HK (hereinafter called the Buyer)

And HANOI FOOD EXPORT IMPORT COMPANY

40 Hai Ba Trung Street, Hanoi VIETNAM

Tel: 328999, Telex: 328492 - VNF VT

Cable address : VINAFOOD HANOI (hereinafter called the Seller)

It has been mutually agreed to the sale and purchase of rice on the terms and conditions as follows:

1. Commodity: Vietnamese White Rice

2. Specification:

- Broken: 35% max
- Moisture: 14,5%
- Foreign matter: 0,4%
- Crop: 2020 - 2021

3. Quantity: 100 000 MT more or less 5% at Seller's option

4. Price: 200 USD per metric ton net for June - September 2021 shipments,

a- Dunnage, bamboo mat for Shipowner's/Buyer's account b- Shore tally to be at Seller's account

c- Vessel's tally to be at Buyer's/ Shipowner's account

d- All export duties, taxes, levied in the country of origin to be at Seller's account

e- All import duties, taxes, levied in the country of destination and outside Vietnam shall be for Buyer's account.

5. Time of shipment: 20 - 25 days after L/C opening date

6. Packing: Rice to be packed in single jute new bags of 50 kgs net each, about 50,6 kgs gross each, hand-sewn at mouth with jute twine thread suitable for rough handling and sea transportation. The Seller will supply 0.2% of new jute bags free of charge out of quantity of bags shipped

7. Insurance: To be arranged by the Buyer

8. Inspection and fumigation

a- The certificate of quality, weight and packing issued by Vinacontrol at loading port to be final and for Seller's account

b- Fumigation to be effected on board the vessel after completion of loading with expenses to be at Seller's account. But expenses for crew on shore during the

fumigation period including transportation, accommodation and meals at hotel for Ship owner's account

c- Time for fumigation not to count as laytime

9. Loading terms:

a- Buyer shall advise vessel's ETA and its particulars 15 days and Captain shall inform vessel's ETA, quantity to be loaded and other necessary information 72/48/24 hours before the vessel's arrival at loading port

b- Laytime to commence at 1 pm if N.O.R given before noon and at 8. AM next working day if NOR given in the afternoon during office hours. In case, vessel waiting for berth due to congestion, time commence to count 72 hours after N.O.R submitted

c- Loading rate: 800 MT per weather working day of 24 consecutive hours Sundays, holidays excepted even if used, based on the use of at least four to five normal working hatches/holds and all cranes /derricks and winches available in good order.

d- Seller shall arrange one safe berth of one safe port for the vessel of 10,000 - 20,000 MT capacity to load the cargo

e- Time between 17.00 PM on Saturday and the day preceding a holiday until 8 AM next working day not to count as laytime even if used

f- Before submitting N.O.R., the vessel must be in free pratique. Immediately after vessel at berth, captain shall request Vinacontrol to inspect the hatches/holds and issue a certificate certifying the hatches/ holds are clean, dry, free from harmful factions and suitable for goods loading with such expenses to be at ship owner's account and time not to count as laytime

g- Demurrage/Despatch of any, to be as per C/P rate but maximum 4,000/ 2,000 USD per day or prorata and to be settled directly between Seller and Buyer within 90 days after B/L date

h- For the purpose of obtaining shipping Documents such as:

- Commercial Invoices
- Certificate of quality, weight and packing
- Certificate of origin

The responsible party shall Cable/ Telex/ Fax advising shipment particulars within 24 hours after completion of loading.

In order for the Buyer to obtain insurance, a Bill of Lading shall be issued immediately after completion of loading and before fumigation and provided immediately to the Buyer

i- In case, cargo is ready for shipment as scheduled in this contract, but the Buyer fails to nominate the vessel to load, then all risks, damages, and associated expenses for cargo to be borne by the Buyer based on the Seller's actual claim. In the event no cargo is available to be loaded on the nominated vessel at the loading port, then dead freight to be paid by Seller based on Buyer's actual claim and the Buyer will submit the following documents to Vietcombank for receiving P.B. (time counted: 20 -

25 days from L/C opening date):

- N.O.R. with seller's signature
- Report signed by the Captain and the Seller confirming that the vessel has already arrived at the port to receive the cargo but the Seller has no cargo to load
- Vietcombank's confirmation

10. Payment:

a- After signing the contract, the Buyer or the Buyer's nominee (SHYE LIAN (HK) MANUFACTURING CO LTD OR OTHER NOMINEE) will telex asking the Seller to open P.B. of 1% of total L/C amount at Vietcombank Hanoi within two days thereof the Seller open P.B. and in form the Buyer, then, four days after receiving Vietcombank 's confirmation, the Buyer will open a telegraphic, irrevocable and confirmed L/C which is in conformity with this contract by an international first class bank at sight with T.T.R. acceptable for 40,000 MT in favour of Vinafood Hanoi through the Bank for Foreign Trade of Vietnam

For 60,000 MT the Buyer or Buyer's nominee will open a telegraphic, irrevocable and transferable at sight L/C which is in conformity with this contract with T.T.R. acceptable. In case, the Seller requests the confirmation of L/C, the L/C will be confirmed for Seller's account

In the event that the Buyer fails to open L/C four days after receiving confirmation from Vietcombank then the Seller shall collect P.B. from the Vietcombank and then the contract is automatically cancelled

The Seller will collect the P.B. against presentation of shipping documents at Vietcombank

b- Presentation of the following documents to the Bank for Foreign Trade of Vietnam, payable within 3-5 banking days after receipt of the telex from Vietcombank certifying that documents have been checked in conformity with the L/C terms:

- Full set of Clean on board B/L in three (3) originals marked Freight to collect
- Commercial invoice in three (3) folds
- Certificates of quality, weight and packing issued by Vinacontrol to be final at loading port in six (6) folds
- Certificate of fumigation issued by Vietnam Chamber of Commerce in six (6) folds
- Phytosanitary certificate issued by the Competent authority of Vietnam in six (6) folds
- Cable/ Telex/ Fax advising shipment Particulars within 24 hours after completion of loading

11. Force Majeure:

The Force Majeure (exemptions) clause of the international Chamber of Commerce (IOC publication No. 421) is hereby incorporated on this contract

12. Arbitration:

Any discrepancies and/or disputes arising out or in connection with this contract

not settled amicably shall be referred to Arbitration accordance with the Rules and Practices of the International Chamber of Commerce in Paris or such other place agreed by both sides

13. Other terms:

Any amendment of the terms and conditions of this contract must be agreed to by both sides in writing.

This contract is made in 06 originals in the English language, three for each party.

FOR THE SELLER

FOR THE BUYER

SAIGON ACADEMY