

Leading Agribusiness and Food Company

Date: 03-January-2019

Contract Number: 0164/03/01/2019

SALES AND PURCHASE CONTRACT.

SELLER:

Company: **BUNGE LIMITED**, Address: **Bonadiesstr. 3-5,D-68169 Mannheim, Postfach 10 06 54,D-68006 Mannheim**. Town of **Mannheim**. Represented by **Mr. Tommy Jensen** as **CEO**, hereinafter referred to as "Seller" from one side, and

BUYER:

Company: **BACH YEN TRADING.**, Address: **8216 NW 14th St, Miami, FL 33126**. Town of **Florida**. Represented by **Mr. Cheng Heng Tong** as **General Manager**, hereinafter referred to as "Buyer" on the other side, hereby mutually and voluntarily agreed to the present Contract, hereinafter referred to as the "Contract" according to the following terms and conditions:

1. Subject of the Contract.

1. The Seller sells and the Buyer buys the materials, hereinafter referred to goods. The name and price of Goods, quantity and cost of party, terms of payment and delivery are indicated in the present Contract.

1.1. In accordance with this Agreement Seller shall supply to the Buyer the goods in accordance with Annex No1.

2. Hereinafter referred to as "Goods" and the Buyer shall accept and pay for it determined in accordance with Annex No.2 to this Contract value.

1.2. Specification, quantity, unit price and total cost of the Agreement are defined in accordance with Annex No1, which is an integral part hereof.

1.3. Product name: **DAP, Urea Granular and NPK 15,15,15.**

QUANTITY TO ORDER:

DAP: 2,500 tons

Urea Granular: 2,500 tons

NPK 15,15,15: 5,000 tons

UNIT PRICE:

DAP: USD 320 CIF HCM Vietnam

Urea Granular: USD 200 CIF HCM Vietnam

NPK 15,15,15: USD 250 CIF HCM Vietnam

1.4. Origin – **Germany.**

1.5. Packing – **50 kg PP Bags**

1.6. Quantity- **10,000 Tons (400x40 FCL)**

1.7. The costs of the goods by this Contract are in **USD.**

1.8. Total sum of Contract is: **2,550,000 USD.**

2. TERMS OF DELIVERY / PAYMENT.

2.1. The goods are delivered to the agreed port of destination **Ho Chi Minh City, Vietnam (HCM Vietnam)** within **34 calendar days**. Under the CIF the seller must also procure marine insurance against the risk of the buyer in connection

with the Accidental loss of or damage to the goods during transporting. Delivery of goods sold under this contract is made by the Carrier hired by the Seller at his/her expense.

2.2. Payment for the goods under the present contract is to be effected in **USD** to the Seller's bank account or any other agreed method of transfer.

Buyer will pay **50% by T/T** advance against invoice and signing of contract, **50% by T/T** balance after receiving goods at Buyer's final address.

2.3. The seller must dispatch goods to the buyer not later than **7 calendar days** from the date of confirmation of first deposit from his bank.

2.4 The SELLER is to provide the BUYER with the following set of document for each shipment of the Goods:

- Certificate of SGS or Similar Agency
- Certificate of insurance
- Full set of invoices
- Certificate of Origin
- Quality certificate
- Analysis certificate
- Packing list
- Phytosanitary Certificate
- EUR. 1 Certificate
- Health Certificate
- Bill of Lading

2.5 Dispatch of the goods to the territory of **Ho Chi Minh City, Vietnam** is affected by the Seller within **7 calendar days** upon date of advance payment. In the case of no Export to the territory of **Ho Chi Minh City, Vietnam**, the advance payment must be returned within **10 days calendar days** upon date of advance payment.

3. Guarantee of quality.

3.1. Quality of Goods, dispatched by the Seller should be in full conformity with its standards or norms and should be confirmed by certificate of quality issued by Seller.

3.2. Dispatched Goods have to be produced not later than six (6) months before its shipment.

3.3. Specification of goods should be same as specification given to buyer by seller.

4. Packing and marking.

4.1. The Goods should be shipped in 50 kg pp bags appropriate to character of the delivered Goods.

4.2. Products must be packed by the "supplier" in such a way as to prevent its deterioration and / or destruction during transportation and Storage.

5. Goods Approval and Reclamation.

5.1. Any claim on quantity or quality of goods by buyer is to be supported by International independent outside inspecting agency like SGS or similar Inspection Agency.

5.2. Seller has to consider the received reclamation in 10 (ten) days. In case of absence of the answer from Seller within this period the Claim is regarded admitted.

5.3. The Seller guarantees the quality of the goods during whole shelf-life period (2 year), which is mentioned on the bulk packing; provided that the packaging has no defects and storage conditions have been maintained according to the requirements for the particular goods.

5.4 Seller will not be responsible for any quality problem arising because of improper storage or improper handling of the product.

5.5. In case the fact of not meeting the specifications and requirements is stated before best-before-date, the Seller replaces defective product for the good one or pay the cost of defective goods to the Buyer's account during 5 bank days in **USD**. All the costs related to the return and replacement of defected goods goes at the Seller's expense.

6. Force-Majeure.

6.1. The parties will be released from their responsibility for partial or complete non-execution of their obligations under the present contract should this non-execution be caused by force majeure circumstances (fire, flood, earthquake, epidemic and other natural calamities) or other circumstances beyond the parties' control and if these circumstances have had a direct effect on the execution of the present contract.

6.2. Force-majeure will automatically prolong the period of fulfillment of the Contract. In case of duration of force-majeure over 3 months any of the sides can interrupt the Contract regarding not delivered stocks.

7. Settlement of disputes

7.1. All the disputes and differences, which may arise under the present Contract, will be settled by means of the negotiations.

7.2. If the Parties do not come to agreement, all disputes are settled by the Arbitration Court of **USA**.

8. Other terms.

8.1. The present Contract comes into full force from the date of its signing 3rd January 2019 till the date of 3rd January 2020.

8.2. The present Contract, its agenda and supplements signed via email have the legal effect of the original.

8.3. In the performance of this contract the parties will be guided by the procedural law of **USA**.

8.4 Relations of the parties under the present Contract are regulated by the international rules of interpretation of trading terms Incoterms-2012.

9. Legal addresses of the two parties.

9.1. Sellers legal address **BUNGE LIMITED**, Address: **Bonadiesstr. 3-5, D-68169 Mannheim, Postfach 10 06 54, D-68006 Mannheim**. Town of **Mannheim**. Represented by **Mr. Tommy Jensen** as **CEO**.

9.2. Buyers legal address: **BACH YEN TRADING**, Address: **8216 NW 14th St, Miami, FL 33126**. Town of **Florida**. Represented by **Mr. Cheng Heng Tong** as **General Manager**.

SELLER

BUYER

