

### 1. FORMATION OF CONTRACT

The sales contract shall be formed by the Seller returning to the buyer a written confirmation of acceptance of the order. All quotations made by the Seller shall be without engagement.

### 2. PRICES

The purchase price shall be based on the monetary relations, import duties and other indirect taxes ruling at the time of formation of the contract. In the event of any unforeseen substantial change in one or more of these factors occurring prior to delivery of the goods purchased the Seller shall have the right to demand that the purchase price shall be adjusted so as to eliminate the discrepancy caused by the said change in whole or in part. If the Buyer does not accept the adjustment proposed the Seller may suspend the delivery or terminate the contract provided that he informs the Buyer of his decision within a reasonable time. If has any changing of price, the seller must informed the buyer 3 months in advance.

### 3. WARRANTY

a)The Seller expressly warrants that products sold hereunder shall conform with the original sample or shipment sent to the Buyer (if this has been explicitly been agreed upon between the parties), subject to the tolerances of the products as defined in the Seller's product specifications and corresponding publications which are made available to the Buyer on request or have been agreed upon separately("hereinafter specification"). Otherwise the Seller only warrants compliance of the products with the specifications.

b) Except as expressly provided herein all other warranties and/or conditions or any kind, shall be excluded, including without limiting the generality of the foregoing.

(c) The Seller shall not be liable for any claim unless the Buyer gives the Seller notice of such claim within thirty (30) days from the date of shipment for quantity claim and sixty (60) days from the date of shipment for quality claim.

(d) The Seller's liability for breach of the express warranty set out in paragraph (a) hereof, limited in the manner of paragraph (b) hereof shall be the sole and exclusive remedy of the buyer.

### 4. QUANTITIES

The Seller's weights or measures taken at shipping point shall be conclusive as to the quantity delivered.

### 5. DELIVERIES

(a)Unless otherwise specifically provided herein, the method and agencies of transportation and routing will be selected by the Seller. Shipping dates are approximate .

(b) It is understood that delivery of performance by the Seller is subject to any delay due to cause beyond the Seller's reasonable control and provisions of condition 13 hereof shall apply in the event of any such delay.

**6. MEANS OF TRANSPORT AND PACKAGING**

(a) Means of transport made available by the Seller shall be unloaded promptly on arrival. In case of supply in the Buyer's means of transport, they shall be made available to the point of supply to the loaded. Railway tank wagons made available by the Seller shall be re-despatched to the point of supply freight paid within 24 hours (allowing for public holidays) after arrival at the Buyer's destination. In the event of their being re-despatched rental may be charged.

(b) Loaned packaging made available by the Seller shall be returned to the point of supply freight paid as soon as possible. In the event of this being returned later an appropriate rental may be charged. Damage or loss of loaned packaging caused by the Buyer's carelessness shall be for the Buyer's account.

(c) The Seller shall be entitled to refuse to load or fill means of transport and/or packaging if in his judgement they do not comply with reasonable requirements that should be imposed upon them to ensure proper safety. In the event of such a refusal no liability shall attach to the Seller for the consequences ensuing from the delay this caused.

**7. CREDIT**

In the event the Buyer fails to fulfill the terms of payment or in case the Seller shall have any doubt at any times as to the Buyer's financial responsibility, the Seller may suspend production and or decline to make further deliveries except upon receipt of payment.

**8. PAYMENT**

The Buyer shall follow the agreed credit terms and the Seller have the right to on hold the delivery should the Buyer not able to revert the payment according to the agreed payment term.

**9. BANKRUPTCY**

(a) In the event of presentation of a bankruptcy petition Bankruptcy, liquidation of the business or an official moratorium applied for or obtained by one party, the other party shall be entitled to declare the contract void in whole or part without prejudice to all rights to which he may further be entitled, provided he shall do so promptly.

(b) In the event of the contract being declared void by the Seller pursuant to paragraph (a) hereof, the property in the goods supplied to the Buyer shall revert to the Seller.

**10. CONTAINERS**

Returnable containers remain the property of the Seller. The deposit charge to the Buyer will be refunded if containers are returned in good condition within sixty (60) days after date shipment.

**11. TECHNICAL ADVICE**

It is expressly understood that any technical advice furnished by the Seller with reference to the use of its products is given gratis and the Seller assumes no obligation or liability for the advice given or results obtained, all such advice being given and accepted at the Buyer's risk.

**12. INFORMATION**

The Seller shall not be liable in respect of any information supplied by the Seller concerning the quality composition treatment in the widest sense of possibilities of application qualities etc of the goods unless the said information has been supplied in writing and explicitly in the form of a warranty by the Seller of the accuracy of the said information.

**13. FORCE MAJEURE**

Labour disturbances preventing wholly or partly the performance of an obligation by party shall constitute an exemption as mentioned in Article 74 of the Uniform Law on the International Sale of Goods. The same shall apply to any acts interfering with the Seller's business which is beyond the Seller's control.

**14. CHANGE OF CIRCUMSTANCES**

The Seller shall be entitled promptly to terminate the contract unilaterally by registered letter without prior consultations if after the conclusion of the contract of all or a substantial part of the Buyer's activities passes directly into other hands.

**15. ENTIRE AGREEMENT**

Acceptance is expressly limited to the terms and conditions set forth herein and any additional or different terms proposed by the Purchaser are rejected unless expressly assented to in writing in the event during the course of dealing the Seller signs or otherwise accepts any documents or forms submitted by the Purchase containing any terms or conditions contrary to or in addition to those of the Seller set forth herein such documents and forms shall be deemed to have been used for the more convenience of the Purchase in conduct of its internal business affairs and not for the purpose of varying the terms and conditions of order. The order including these Terms and condition shall constitute entirely the terms and condition between the parties with respect of the transaction covered hereby and there are no provisions, terms conditionals or obligations oral or written express or implied other than those contained in the order and in these Terms and Conditions. No waiver, alteration or modification shall be binding on the Seller unless in writing and signed by an authorized officer of the Seller.

**16. GOVERNING LAW**

The Contract shall be governed and construed in accordance with the laws of Vietnam and shall be subject to the non-exclusive jurisdiction of the courts of Vietnam. The buyer hereby agrees that where any actions or proceedings are taken in Vietnam, the Buyer shall submit to the jurisdiction of the courts of Vietnam. The service of any Writ of Summons or any legal procession in respect of any action and proceedings relating to this contract may be affected on the Buyer by forwarding a copy of the Writ of Summons or other legal process by registered post to the address of the Buyer stated in the Buyer's order. The side was failed in the sue must pay all of the fee for the sue.