



CONTRACT

No. TPC-OHIC-2016-C01

23 august 2016

Buyer **THINH PHAT SCALE ELECTRONIC JOINT STOCK COMPANY**
 57, D1 St., 25 Ward, Binh Thanh District, HCMC, Vietnam
 Tel: 84.8.35127131 Fax: 84.8.3512.7966
 Represented by Mr. Vo Ho Thai Cuong (Director)
 Account No. 018-100-2109283 Bank of Foreign Trade of Vietnam, Tan Thuan Export
 Processing Zone Brance
 Hereinafter called the Buyer

Consignee: **Same as the Buyer**

Seller **OHAUS INDOCHINA LIMITED**
 284 A4 Building, 2nd Floor Soi Soonvijai 4,
 Rama 9 Road, Bangkapi, Huay Kwang, Bangkok 10320, Thailand
 Represented by **Mr. Wutti Techakasembundit** /
 Hereinafter called the Seller

It has been agreed that the buyer buys and the seller sells on the items and conditions as follows:

ARTICLE 1: COMMODITIES - SPECIFICATIONS

1.1 Commodities:

The name, specifications, origin and quantity of commodities as follows:

No.	Item No.	Description	Q'ty	Unit Price USD	TTL Amount USD

1.2. Quality: 100% Brand new.

1.3. Delivery Method: Sea freight

1.4. Origin: Ohaus China

ARTICLE 2: PRICE

2.1. Prices are understood FCA, Shanghai, China Price

2.2 Total price: **USD 147.700**

2.3 The seller reserves the right to charge interest on the overdue bills at the rate of 2% per month.

ARTICLE 3: PAYMENT

3.1 Terms of payment:

- 50% payment must be paid in USD by TTR within 3 days after contract date.

- 50% payment must be paid in USD by TTR in advance 7 days before the shipment ready date otherwise the shipment will not be shipped.

Beneficiary: **OHAUS INDOCHINA LIMITED**



284 A4 Building, 2nd Floor Soi Soonvijai 4,
Rama 9 Road, Bangkok, Huay Kwang, Bangkok 10320, Thailand
Tel: (0-) 2719 6418-9 Fax.: (0-) 27196416

Beneficiary banker detail:

Bangkok Bank Public Co, Ltd. Rama 9 Road Branch
Address No: 250 Rama 9 Road, Huay Kwang,
Bangkok 10320, Thailand
Account No: 215-3-039926
SWIFT Code: BKKBTHBK

3.2 Payment documents:

- Original Commercial Invoice 03 origin
- Original Packing List 03 origin
- FORM E 01 origin
- C/Q issued by Manufacturer 03 origin

ARTICLE 4: SHIPMENT

4.1 Delivery time: Within **4 - 6 weeks** from date of the 1st payment, however, the order will only be shipped out when the 2nd payment has been done completely.

Partial shipments are not allowed.

Transshipment is allowed.

4.2 Forwarder: Please advise within 7 days from 1st payment date.

4.3 Shipping Mark: THINH PHAT SCALE ELECTRONIC JOINT STOCK COMPANY

4.4 Notice of shipment:

- Prior to shipment of goods, the seller shall advise the buyer by e-mail, Rough Gross weight, Rough Net weight, Rough Dimensions of packages, commercial Invoice, packing list, Estimated arrival date.

4.5 Shipper: OHAUS Instruments (Changzhou) CO., LTD.
No.22,538 West Hehai Road, Xinbei District,
Changzhou, Jiangsu, 213012 P.R.C.

Remark: Goods will be delivered by Free of Charge Truck Delivery Service from Ohaus warehouse in Changzhou to your forwarder warehouse in Shanghai on the ready date.

ARTICLE 5: FORCE MAJEURE

Seller shall not be liable for failure or delay in performance of its responsibilities here under for any such failure or delay which may be caused by strike, lockouts, or other labor disturbances, riots or civil commotion, war or the consequences of war, declared or undeclared, requisition or threat of requisition, governmental or other restraints affecting shipping or import and exchange controls or credit or governmental authority or agency, accidents, fires, floods, severe weather or any extra ordinary occurrence of any causes beyond seller's control.

ARTICLE 6: WARRANTY

- Warranty covering by the Seller with period of 12 months after date of invoice, however, not more than 15 months from the date of delivery. This warranty will be applied to all parts which are needed to be repaired or replaced by the Seller due to manufacturing defects arising from faulty material or manufacturing, not in case of transport damages, installation accident, abuse, fire, deliberate abuse, unauthorized repair attempts or defects arising from improper use.
- Except YS, CS, CL, YJ, YA, PS, TJ, HJ, Spring Scales and All accessories that cover warranty only 7 days after received of goods.

ARTICLE 7: INSTALLATION, COMMISSIONING AND TRAINING

Installation and commissioning shall be executed by Buyer. The Seller will support for buyer on technical and documents by e-mail and fax.



ARTICLE 8: ARBITRATION

The claim arising out of this contract will be first settled amicably, should it not be possible to reach such settlement, this claim will be settled by the Economic Court under the Local People's Court where the defendant's legal head quarter's are located and according to Incoterms 2010.

ARTICLE 9: GENERAL CONDITIONS

- 9.1 This contract including 03 pages confirm by fax or by email, of which two (02) for each party.
- 9.2 The Seller and the Buyer hereto have read and understood and have signed their names in confirmation thereof.

FOR THE SELLER

FOR THE BUYER

Ohaus Indochina Ltd.
Mr. Wutti Techakasembundit
Regional Sales & Marketing Manager

THINH PHAT SCALE ELECTRONIC JSC.
Mr. Vo Ho Thai Cuong
Director