**SOCIALIST REPUBLIC OF VIETNAM**

**Independence – Freedom – Happiness**

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**THREE-PARTY GOODS PURCHASE AND SALE CONTRACT**

Number: /20....../HDMBBB

Pursuant to the Civil Code No. 91/2015/QH13 dated November 24, 2015;

Pursuant to the Commercial Law No. 36/2005/QH11 dated June 14, 2005;

Based on the needs and capabilities of the parties;

Today, date.................month ............ year 20...., at.................. We include:

**PARTY A: BUSINESS NAME**

Head office address:................................................................................

Phone: ...................................................................................

Represented by: Mr/Mrs................................................................

Position: ................................................................................

Tax code:..................................................................

Account number: .................................................

Open at the bank:....................................................................

**PARTY B: BUSINESS NAME**

Head office address:................................................................................

Phone: ...................................................................................

Represented by: Mr/Mrs................................................................

Position: ................................................................................

Tax code:..................................................................

Account number: .................................................

Open at the bank:....................................................................

(Hereafter Party A, Party B is called the Seller)

**PARTY C: NAME OF INDIVIDUAL, ORGANIZATION**

Individual case:

Mr/Mrs:................................. Date of birth:....... /...../.............

ID card/Passport number :.....................issued on....../....../.......at....................

Nationality (for foreigners):................................................................

Contact address:................................................................

Phone number: ........................... Email:.....................................

The case is an organization: Organization name

Head office address:................................................................................

Phone: ...................................................................................

Represented by: Mr/Mrs................................................................

Position: ................................................................................

Tax code:..................................................................

Account number: .................................................

Open at the bank:....................................................................

(Hereafter referred to as Buyer)

Parties A and B agree to agree on the content of the Contract as follows:

**ARTICLE 1: SUBJECT**

The Seller coordinates the production of accessories, components, assembles the finished product and sells to the Buyer:

Unit of calculation:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| STT | Name of goods | Unit | Quantity | Unit price | Become money |
| 1 |  |  |  |  |  |
| 2 |  |  |  |  |  |
| 3 |  |  |  |  |  |
| 4 |  |  |  |  |  |
| 5 |  |  |  |  |  |
| 6 |  |  |  |  |  |
| 7 |  |  |  |  |  |
| 8 | Add money for goods |  |  |  |  |
| 9 | VAT (%) |  |  |  |  |
| 10 | Total payment |  |  |  |  |

Goods provided by the Seller must ensure the quality specified in...........................

**ARTICLE 2: PRICE OF THE CONTRACT**

The price of the contract is: .......................

(In words................................................................................................................ )

The price of the contract is the price calculated based on the finished product delivered to the Buyer. Party A and Party B must agree on the price of the finished product and agree with Party A

**ARTICLE 3: DELIVERY METHOD**

The Seller delivers to the Buyer according to the following schedule:

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Number of order | Product name | Unit | Quantity | Time | Location | Note |
|  |  |  |  |  |  |  |

Means of transport and transportation costs are beared by the party............................

Loading and unloading costs (each Buyer bears one head or............................ )

Regulations on the delivery schedule for goods that the buyer does not come to receive the goods must bear the cost of storage and storage is.......................... VND-day. If the means of transportation by the buyer arrives but the seller does not have the goods delivered, the seller must bear the actual cost for the mobilization of the vehicle.

When receiving the goods, the buyer is responsible for checking the quality and specifications of the goods on the spot. If it is found that the goods are missing or not in accordance with quality standards, etc., make a record on the spot, ask the seller to confirm. Goods that have left the seller's warehouse are not responsible (except for the type of goods with a specified warranty period).

In case of delivery of goods according to the whole belt and whole part, if the buyer has a violation after transporting it to the warehouse, he must make a record to call the intermediary inspection agency to confirm and must send it to the seller within 10 days from the time of making the record. After 15 days, if the seller has received the minutes without any comments, it is considered responsible for compensating that shipment.

Each shipment when delivering must have a quality confirmation by a slip or test record; when coming to receive the goods, the recipient must have enough:

– ................................................

(Recertation of the buyer's agency; Warehouse receipt of the seller's agency; Identity card.)

**ARTICLE 4: WARRANTY AND INSTRUCTIONS FOR USE**

The Seller is responsible for guaranteeing the quality and use value of the type of goods...................... to the buyer for a period of....................... month.

The Seller must provide sufficient instructions for use for each type of goods (if necessary).

**ARTICLE 5: TERM AND PAYMENT METHOD**

The total amount the Buyer must pay to the Seller is: ...................................

(In words................................................................................................ )

The above price has not included value added tax.

Payment term:

Each shipment when the Seller exports to the Buyer will pay ....... times: 1:..................... total value of the shipment, immediately after the Seller delivers the goods.

2nd time: ................. remaining value, after................... days from the date the Seller delivers.

Times ................................................................

(Days are counted including holidays and holidays, New Year's Day)

Payment method: Cash payment or bank transfer.

When the Buyer pays for the goods according to the payments, the Seller is obliged to write invoices and documents certifying the Buyer's payment in accordance with the law.

**ARTICLE 6: TIME AND PLACE OF TRANSFER OF PROPERTY:**

The Seller transfers the property to the Buyer at................ within ....................... days from the date of signing the contract;

**ARTICLE 7: OBLIGATIONS OF THE SELLER**

The Seller is responsible for the quantity and quality of all products provided by the Seller until the goods arrive .....................

The Seller is obliged to deliver the goods to the Buyer at ..........................

The Seller is obliged to provide all necessary instructions for the storage and use of goods in accordance with this Contract to the Party.

**ARTICLE 8: OBLIGATIONS OF THE BUYER**

The buyer is obliged to pay the full shipping cost from his warehouse to............................

Organize fast, safe and definitive reception for each shipment.

Payment as prescribed in Article 7 of this Contract.

Bear the cost of loading and unloading from the vehicle when the Seller transports the goods to ............. ................

**ARTICLE 9: LIQUIDATION OF CONTRACT**

After ............. days from the date that the three Parties have fully implemented and adjusted the Terms of this Contract, without any problems, the Contract shall be considered to have been liquidated.

**ARTICLE 10: CONTRACT PENALTY AND DAMAGE COMPENSATION**

For Seller:

If the Seller does not deliver the goods on time specified in this Contract, he will be fined the amount of 0.05% of the Total Contract value for 01 day of violation.

If the Seller does not deliver enough goods in the right quantity and quality as prescribed in this Contract, he will have to supply the goods in accordance with the regulations and be fined the amount of 0.05% of the total value of the infringed goods for 01 day late.

For Buyer:

If the Buyer does not properly perform the payment obligations as prescribed in this Contract, he will be fined the amount of 0.05% of the Total Contract value for 01 day of violation.

If the Buyer does not fulfill the obligation to receive goods according to the provisions of this Contract, he will be fined the amount of 0.05% of the Total Contract Value for 01 day of violation.

**ARTICLE 11: DISPUTE RESOLUTION**

During the performance of this Contract, if any disagreement occurs, the Party arising from a disagreement will notify the other party in writing. The two sides will negotiate to resolve those disagreements. In case the parties cannot negotiate on their own, the matter will be resolved in accordance with the law.

**ARTICLE 12: CASES OF TERMINATION OF THE CONTRACT**

This contract will be terminated in the following cases:

When the Parties have completed the exercise of the rights and obligations specified in this Contract.

When a Party violates a contract that leads to the failure of the Contract, the other Party has the right to unilaterally terminate the contract.

The contract may be terminated by agreement of the Parties.

**ARTICLE 13: EFFECTIVENESS**

This Agreement is effective from the date of signing, and is only deemed to be concluded when the Parties have fulfilled their obligations in the Contract. In the event that a Party wishes to amend the terms of the contract, it must notify the other Party at least 03 days in advance and mutually agree on the points to be changed with the consent of the two Parties.

This contract is made up ...... copies, each Party keeps ........... copies, copies of the same legal validity.

**REPRESENTATIVE OF THE SELLER  REPRESENTATIVE OF THE BUYER**