

## SALES CONTRACT (Excerpt)

This Sales Contract is made on September 25, 2025, by and between the following parties:

**THE SELLER:** \_\_\_\_\_

Address: 123 Le Loi Street, District 1, Ho Chi Minh City, Vietnam

Tax code: 0312345678

Tel: +84 28 3812 3456

Represented by: Ms. Anh Lan, Sales Director

AND

**THE BUYER:** \_\_\_\_\_

Address: 456 Bay Street, Toronto, Ontario, M5H 2Y2, Canada

Tax code: RC-9876-5432

Tel: +1 416 555 1234

Represented by: Mr. David Chen, Procurement Manager

The Seller and the Buyer hereafter referred to individually as "**Party**" or collectively as "**Parties**".

### Article 2: Subject of the Contract

The subject of this Contract is the obligation of the Seller to deliver the Goods as specified below and the obligation of the Buyer to accept the delivery of the Goods and to pay the Purchase Price.

The Seller agrees to supply the Goods with the following specifications:

Description: \_\_\_\_\_

Quantity: \_\_\_\_\_

Manufacturer & Origin: \_\_\_\_\_

### Article 4: Price and Payment

4.1 The Unit Price shall be \_\_\_\_\_.  
The Total Purchase Price for the Goods shall be \_\_\_\_\_.

4.2 The Buyer shall pay to the Seller 100% of the Purchase Price by \_\_\_\_\_.

#### **Article 5: Delivery and Shipment**

5.1 The Goods shall be delivered \_\_\_\_\_ in accordance with Incoterms® 2020. All responsibilities or risks with respect to the Goods shall pass from the Seller to the Buyer as defined by this Incoterm.

5.2 The Port of Loading shall be \_\_\_\_\_.

5.3 The Port of Discharge shall be \_\_\_\_\_.

5.4 The expected date of shipment is \_\_\_\_\_.

#### **Article 6: Warranty**

6.1 The Seller warrants that the Goods shall be free from manufacturing defects for a period of \_\_\_\_\_.

6.2 In the event of a defect, the Buyer shall \_\_\_\_\_.

Upon confirmation of the defect, the Seller's sole obligation shall be to \_\_\_\_\_.

#### **Article 7: Breach by Buyer**

7.1 If the Buyer fails to make any payment when due, the Seller shall have the right to \_\_\_\_\_.

7.2 Furthermore, the Buyer shall be liable to pay interest on any overdue amount at the rate of \_\_\_\_\_. This is without prejudice to any other rights or \_\_\_\_\_ available to the Seller.

**Article 8: Force Majeure**

8.1 Neither Party shall be held liable for any delay or failure in performance of its obligations under this Contract if such delay or failure is caused by events beyond its reasonable control, including but not limited to, \_\_\_\_\_.

8.2 The Party affected by a Force Majeure event shall provide \_\_\_\_\_ to the other Party.

8.3 If a Force Majeure event continues for more than \_\_\_\_\_, the non-affected Party shall have the right to \_\_\_\_\_.

**Article 9: Term and Termination**

9.1 This Contract shall become effective upon the date of its execution by both Parties and shall terminate when \_\_\_\_\_.

9.2 Either Party may terminate this Contract in the event of a material breach by the other Party. The terminating Party must provide \_\_\_\_\_.

**Article 10: Governing Law and Dispute Resolution**

10.1 This Contract shall be governed by and interpreted in accordance with the laws of \_\_\_\_\_.

10.2 Any dispute arising out of or in connection with this Contract shall be finally settled by \_\_\_\_\_.

**Article 11: Entire Agreement**

11.1 This Contract constitutes the entire agreement between the Parties. Any amendments or modifications to this Contract must be \_\_\_\_\_.

**IN WITNESS WHEREOF**, the Parties have executed this Contract in two (2) original copies.

**FOR AND ON BEHALF OF  
SAIGON CERAMICS**

**FOR AND ON BEHALF OF  
GLOBAL HOME GOODS INC.**

Ms: Anh Lan  
Sales Director

Mr. David Chen  
Procurement Manager