

CỘNG HÒA XÃ HỘI CHỦ NGHĨA VIỆT NAM
Độc lập – Tự do – Hạnh phúc

HỢP ĐỒNG MUA BÁN
SALE CONTRACT

Số / Ref. :/2017/...
Ngày / Date: .../.../.....

- Căn cứ Luật thương mại năm 2005 / *Pursuant to the Commercial Law 2005*;
- Căn cứ Bộ luật dân sự năm 2015 / *Pursuant to the Civil Code 2015*.
- Căn cứ nhu cầu của hai bên / *Based on the demands of the two Parties*.

Chúng tôi gồm/ we include:

Bên Mua/ The Buyer:

- Địa chỉ/ *Address*:
- Đại diện/ *represented by*: Chức vụ/ *position*:.....
- Điện thoại / *Tel*: *Fax*:
- Mã số thuế / *Tax code*:.....

Bên Bán/ The Seller:

- Địa chỉ/ *Address*:
- Đại diện/ *represented by*: Chức vụ/ *position*:.....
- Điện thoại / *Tel*: *Fax*:
- Mã số thuế / *Tax code*:.....

Sau khi thỏa thuận, hai Bên đồng ý ký hợp đồng này với các điều kiện và điều khoản như sau/ *It is mutually agreed by the both parties to enter this contract with the following terms and conditions*.

Điều 1/ Article 1: Tên hàng / Khối lượng/ Đơn giá/ *Commodity/ Volume/ Unit Price*

Mô tả hàng hóa	Số lượng (M3)	Đơn giá (VND/M3)	Thành tiền (VND)
<i>Description</i>	<i>Quantity</i>	<i>Unit price</i>	<i>Total</i>

	(CBM)	(VND/CBM)	Amount (VND)
1. Logs, dia. (max %), length Origin:			
Thuế GTGT / VAT 10%			
Tổng cộng / Total			

Bảng chữ / say:

-
- Dung sai cho phép về số lượng và tổng giá trị là +/-10%
Tolerance: +/-10% on volume and total amount are acceptable.
 - Bên Mua thanh toán phí chuyển khoản / *Bank charge: 100% for the buyer's account.*

Điều 2 / Article 2: Điều khoản nghiệm thu / *Inspection term*

- Bên Bán cung cấp Bảng kê lâm sản để Bên Mua kiểm tra khối lượng gỗ.
The Seller will provide the Buyer the packing list for wood checking.
 - Đại diện hai bên tiến hành giao nhận gỗ, ký nhận tại
- Wood will be checked on quantity and quality by both agents atA report shall be signed as proof of the delivery at*

Điều 3 / Article 3: Điều khoản giao hàng / *Delivery term*

Bên Bán / The Seller

- Bên Bán giao hàng tại/ *Deliver at the.....*
- Bên Bán giao hàng lên xe bên Mua tại/ *The Seller will delivery the cargoes on the Buyer/s truck.*
- Bên Bán chấp nhận giao hàng từng phần / *Partial shipment is allowed.*
- Khối lượng giao nhận theo phiếu giao nhận hàng hóa hoặc biên bản tổng hợp hàng hóa / *Volume received in the cargoes delivery notes or record aggregate goods.*
- Bên Bán dự kiến giao hàng cho bên Mua vào tháng/ *Estimate delivery time on*

Bên Mua/ The Buyer

- Bên Mua phải thông báo thời gian nhận hàng cho bên Bán ít nhất 01(một) ngày trước khi nhận hàng./ *The Buyer must inform to the Seller in advance 01 (one) day of receiving cargo time.*

- Bên Mua chịu trách nhiệm thuê xe và thanh toán trực tiếp cho đơn vị vận tải. / *The Buyer hire a truck and pay for transportation charge.*

Điều 4 / Article 4: Điều khoản thanh toán / *Payment term*

Bên Mua thanh toán 100% (+/-10%) trị giá hợp đồng / hóa đơn bằng chuyển khoản / tiền mặt cho bên Bán trong vòng ... ngày kể từ ngày nhận hàng đầu tiên. Để đảm bảo cho việc thực hiện nghĩa vụ của bên Bán đối với bên Mua, bên Mua gửi cho bên Bán bản gốc của thư bảo lãnh với nội dung như sau:

The Buyer will be paid 100% (+/-10%) of the contract / invoice value with in ... days from the first date receiving cargoes. In order to guarantee the obligation's payment between the Buyer and Seller, the Buyer should send the original Bank Guarantee with content below:

- Thư bảo lãnh thanh toán không hủy ngang / *Irrevocable bank guarantee*
- Trị giá của thư bảo lãnh bằng 100% (+/-10%) giá trị hợp đồng này./ *The value of bank guarantee is 100% (+/- 10%) of this contract.*
- Mục đích của thư bảo lãnh: Bảo đảm cho việc thực hiện nghĩa vụ thanh toán của Bên Mua đối với bên Bán phát sinh kể từ ngày bên Mua nhận hàng./ *Guarantee's purpose: In order to guarantee the obligation's payment between the Buyer and Seller from the date receiving cargoes.*
- Thời hạn của thư bảo lãnh: Trong vòng ... ngày kể từ ngày nhận hàng đầu tiên./ *Validity: Bank guarantee will be expired within ... days from the first date receiving cargoes.*

Bên Mua gửi cho bên Bán bản thảo của thư bảo lãnh để bên Bán kiểm tra trước khi ngân hàng phát hành thư bảo lãnh chính thức./ *The Buyer send the draft bank guarantee to Seller for reviewing before send original one.*

Bên Bán sẽ trực tiếp nhận bản gốc của thư bảo lãnh tại ngân hàng phát hành./ *The Seller will receive the original bank guarantee at the Buyer's bank directly.*

Vui lòng thanh toán cho chúng tôi vào tài khoản sau đây / *Payment to be made to the following account:*

Người thụ hưởng / *Beneficiary:*

Số tài khoản VND/ *VND bank account No.:*

Ngân hàng / *Banking details:*

Địa chỉ ngân hàng / *Bank's address:*

SWIFT code:

Điều 5: Chứng từ yêu cầu / *Document required*

- Hợp đồng thương mại / *Salling contract:*
- Hóa đơn GTGT / *VAT invoice:*
- Chứng nhận xuất xứ hàng hóa / *CO*
- Tờ khai hải quan / *Customs clearance*
- Kiểm dịch thực vật / *Phytosanitary*

- Vận đơn / *Bill of lading*
- Packing list
- Chứng nhận FSC

Điều 6: Điều khoản chung / *General term*

Hợp đồng này được diễn giải, giải thích và điều chỉnh bởi và theo luật pháp Việt Nam. Trong trường hợp có bất kỳ tranh chấp nào phát sinh từ hoặc liên quan đến hợp đồng này. Các bên sẽ giải quyết tranh chấp trước tiên thông qua thương lượng và hòa giải thiện chí. Nếu trong vòng 30 (ba mươi) ngày kể từ ngày một Bên thông báo bằng văn bản cho bên kia về tranh chấp phát sinh mà tranh chấp vẫn không được giải quyết, mỗi bên có thể đưa tranh chấp đó ra Tòa án Việt Nam có thẩm quyền để giải quyết.

This Agreement shall be interpreted, construed and governed by and in accordance with the laws of Vietnam. In the event that any dispute arise out of or in connection with this Agreement, the Parties shall resolve the dispute in question first by negotiation and amicable conciliation. If no resolution of the dispute could be reached within thirty (30) days from the date on which one Party notifies in writing the other Party of the dispute arisen either Party may take the dispute to competent Vietnamese Court for settlement.

Hợp đồng này được làm thành bản, bằng tiếng Anh và tiếng Việt, mỗi Bên giữ bản có giá trị pháp lý như nhau và ký qua Fax bắt đầu có hiệu lực kể từ ngày ký đến ngày

This contract is made in English and Vietnamese into Originals each Party keep ... originals of equal validity and signed through Facsimile to be valid from the signing date until/.../...

ĐẠI DIỆN BÊN MUA
FOR ON BEHALF OF
THE BUYER
(ký tên & đóng dấu)
(signed & sealed)

ĐẠI DIỆN BÊN BÁN
FOR ON BEHALF OF
THE SELLER
(ký tên & đóng dấu)
(signed & sealed)

CONTRACT FOR FSC 100% LOG SALE 2016

BETWEEN

.....
AND

.....

, DATED

SALES CONTRACT for FSC 100% Acacia round logs
No. /.....

This contract is entered into as at January 4th (hereinafter referred to as this “Contract”), by between:

Party A: (hereinafter “Seller”)

Address:

Tel:..... Fax:.....

Tax code:

Bank account No.

At:

Represented by:..... Title:....

FSC Certificate No: FM/COC and COC....

And

Party B: (hereinafter “Buyer”)

Address:

Tel:..... Fax:.....

Tax code:

Bank account No.

At:

Represented by:..... Title:....

FSC Certificate No: COC....

(The parties hereto are referred to individually as the “Party” and collectively as the “Parties”

After discussion, the Parties have mutually agreed to sign this Contract under the terms and conditions as follows:

Article 1: Agreement to sale and purchase of logs

1.1 Commodity, Unit price and Total contract Amount:

Subject to Article 2.1 (a), the Seller hereby agrees to sell, and the Buyer hereby agrees to purchase, FSC 100% Acacia round logs (“**Logs**”) harvested from the Seller’s planted forest on the terms and conditions as set out this Contract.

- a) The Seller must supply total volume of 300 GMT of the Logs (excluding the Logs which have been set aside in accordance with Article 2.3.3) and the Buyer must buy 300 GMT of Logs during and (“**Delivery Period**”)
- b) The purchase price for Logs per GMT is VND/GMT.
- c) Estimated total value of the Contract is VND (Say:....)

1.2 Specification of the Logs:

- a) Logs shall Not be debarked in the plantation forest of the Seller.
- b) Small End Diameter (SED) of logs: 15cm and up.
- c) Log length: 2.2 – 2.5 meters (10% of logs with 1.5m length is accepted).
- d) Freshness: within 1 month after harvested from the forest.
- e) Logs must be not decayed, rotten, hollow, insect or worm damaged, twisted, cracked, burned... with good quality.

1.3 Condition Precedent:

It is a condition precedent of this Contract that the Buyer shall pay in advance the amount of ... VND equivalent to GMT of logs to the Seller. This advance payment amount shall be kept for offset with the final delivery of GMT of logs. The payment of the balance amount will be done within 05 Banking days after the Liquidation minute is signed by two parties. To avoid doubt, the Seller’s obligation under this Contract shall not be effective in any way unless and until the Seller receives the advance payment amount from the Buyer within (07) Business Days within the date of this Contract. “Business day” in this Contract shall mean a day which is not Saturday, Sunday, public holiday or bank holiday in Vietnam.

Article 2: Delivery and Inspection:

2.1 Delivery Schedule:

- a) Deliveries of Logs will only be made during the Delivery Period.
- b) Logs will be delivered by the Seller to the Buyer in accordance with Article 2.2 when the Seller has any stocks of Logs for supply to the Buyer with 5 Business Days prior notice of the approximate quantity of the Logs and delivery date and time.

2.2 Delivery and Transfer of Title / Risk

2.2.1 Logs will be delivered by the Seller to the saw mill in The Seller is responsible for transporting Logs to the factory, and shall bear all costs related to this transportation, including the cost for weighting cargo. The Buyer may request the change of the delivery place in writing or email with at least 10 Business Days prior notice. If the Seller accepts the request in writing or email, such change becomes effective from the date agreed.

2.2.2 The Buyer is responsible for unloading the delivered Logs at the delivery place of the Buyer. Appropriate number of workers for unloading works shall be secured enough to discharge the cargo on time in order not to let logging trucks stuck at the delivery place.

2.2.3 The delivered Logs shall be weighed at the Weighbridge designated by the Parties for settlement of purchase price of the Logs, with attendance of a representative from the Seller and the Buyer.

2.2.4 Subject to Article 2.3 below, the Buyer must accept all, and must not reject or return any, of Logs delivered by the Seller to the delivered place.

2.2.5 Title and risk of loss of Logs passes from the Seller to the Buyer upon delivery of such Logs by the Seller to the delivered place.

2.3 Inspection

2.3.1 The Buyer may at its own cost appoint quality controllers and may have the quality controllers inspected delivered Logs at the delivered place of the Buyer in Quy Nhon city /

2.3.2 After Logs being delivered at the delivered place, the Buyer shall take full responsibilities to maintain the delivered Logs.

2.3.3 The Buyer may inspect the delivered Logs only on the basis of the specifications set out in Article 1.2. If the quality controllers of the Buyer find Logs which do not satisfy such specifications, the Buyer may set aside such Logs from piles of Logs for weighing for settlement of the purchase price of the Logs.

2.3.4 The Seller may at its own cost attend, or may have its representatives attended the inspections by the Buyer.

2.3.5 If the Buyer does not inspect the Logs unloaded at the mill of the Buyer within (5) hours upon the delivery, any specifications for the Logs are deemed to have been satisfied and the Buyer may not claim of defect or return on the basis of non – satisfaction of the specifications or appearance.

2.3.6 Logs delivered to the Buyer shall be recorded by the Parties for the diameter of logs delivered in sampling basic. Procedure, guidelines, methods and formality shall be referred to Appendix 01 attached herewith.

Article 3: Payment

3.1 Within 03 Business Days after the volume of the delivered Logs (which are outstanding for payment of the purchase of the purchase price) reached ... GMT, the Seller must issue an invoice for the purchase price to the Buyer with sufficient documents as per Vietnamese Law and FSC regulations. The purchase price set out in the relevant invoice is due and payable by the Buyer to the Seller within 5 Business Days after the date of invoice issued.

3.2 The Buyer must make payment the relevant purchase price in the invoice to the Seller when it is due in VND via electronic fund transfer to the Seller's nominated bank account above written, without any set – off, counterclaim or any other deduction. The Buyer shall bear a fee for each electronic fund transfer.

3.3 The Buyer shall pay interest on each payment of the purchase price that is not paid by it when due from (and including) the day on which it falls due to (but excluding) the day on which it is paid in full, at the rate of (5%) per annual, which is to be accrued each day on an unpaid amount.

3.4 The Buyer must its cost do all things and execute documents that are necessary to give effect payments by the bank to the Seller under the Bank Guarantee for the amount (including interest or liquidated damage) that are not paid by the Buyer after it is due.

3.5 If the Seller could not supply the total volume of the Logs as provided in Article 1.1 (a), the Seller must pay to the Buyer the amount calculated by the formula below by ...(dated)

a) Delivered volume is lower than ... GMT the Seller shall pay the Buyer an amount of by this calculation: ... GMT – ((the amount of the Logs actually delivered and accepted to the Buyer + the amount of the Logs which deemed to have been delivered to the Buyer in accordance with Article 3.2)) x VND/ GMT.

b) Delivered volume is between ... GMT to GMT the Seller shall pay the other party an amount by this calculation: ... GMT – ((the amount of the Logs actually delivered and accepted to the Buyer +

the amount of the Logs which deemed to have been delivered to the Buyer in accordance with Article 3.2)) x VND/GMT.

c) Delivered volume is over ... GMT: No penalty will be applied.

3.6 If the Buyer could not purchase the total volume of the Logs as provided in Article 1.1 (a), the Buyer must pay to the Seller the amount calculated by the formula below by

a) Delivered volume is lower than ... GMT the Buyer shall pay the Buyer an amount of by this calculation: ... GMT – ((the amount of the Logs actually delivered and accepted to the Buyer + the amount of the Logs which deemed to have been delivered to the Buyer in accordance with Article 3.2)) x VND/ GMT.

b) Delivered volume is between ... GMT to GMT the Seller shall pay the Buyer an amount by this calculation: ... GMT – ((the amount of the Logs actually delivered and accepted to the Buyer + the amount of the Logs which deemed to have been delivered to the Buyer in accordance with Article 3.2)) x VND/GMT.

c) Delivered volume is over ... GMT: No penalty will be applied.

Article 4: No Warranties or Guarantee for logs

4.1 Subject to Article 2.3, the Seller supplies and delivers Logs on “AS IS” basic only. Therefore the Seller does Not accept any claims of defect or return whatsoever, and does NOT provide any warranties or guarantees in respect of Log’s quality, safety or compliance with laws or regulations Logs EXCEPT that the Seller represents and warrants that Logs are provided with good title free from any security or encumbrances of any third party.

4.2 Further, to be extent permitted by any applicable law in Vietnam, the Seller disclaims any other warranties or guaranties whatsoever, express or implied, including but not limited to implied warranties of merchantability or fitness for purpose.

Article 5: Force Majeure Event / Weather conditions

Neither Party hereto shall be liable for failure or delay in performance of the obligations set forth in this Contract that would arise due to earthquake, typhoon, flood, fire, labor dispute, war, severe weather or any other unexpected or unavoidable force majeure event.

If failure or delay in performance of the obligations set forth in this Contract occurs to either Party due to such a force majeure event, such Party shall promptly notify the other Party thereof without delay of the details of such force majeure event. In such a case, the Parties shall consult with each other regarding subsequent processes in order to ensure successful performance of this Contract. If failure or delay in performance of the obligations of this Contract occurs due to any force majeure event and such failure or delay continues for more than ninety (90) days, either Party may terminate this Contract by giving written notification to the other Party, and neither Party shall be liable for any damage arising due to such force majeure event.

Article 6: Term and Termination

6.1 This contract is effective from the date of this Contract and continues to be in effect until, unless otherwise agreed by the Parties in writing or terminated in accordance with this Contract.

6.2 Either Party may terminate this Contract immediately by giving notice to the other Party if the other Party:

a) breaches a provision of this Contract and does not cure such breach within 30 days after receiving a written notice from the innocent Party demanding such cure;

- b) suspends payment of its debts, any draft or check issued by the other Party dishonored, or becomes insolvent or become the subject of any proceeding under any bankruptcy, insolvency or liquidation law; or
- c) becomes subject to property attachment, provisional attachment, provisional disposition or any other form of enforcement by court order which may have an adverse effect on operation of business of the other Party.
- d) becomes subject to revocation, suspension, or other disciplinary action targeting its business license from a regulatory authority; or
- e) adopts a resolution for its dissolution or merger, or transfers all or substantial part of its property to a third party (transfer of business or company split).

Article 7: Non – Assignment

Neither Party shall assign, pledge or otherwise dispose of this Contract or any right or obligations hereunder without the prior written consent of the other Party.

Article 8: Liabilities

Either Party may seek compensation for damages arising out of a breach by the other Party.

Article 9: Severability

Even if any of the provisions of this Contract are determined to be invalid or unenforceable by a court or regulatory authority, such decision shall not affect the validity or enforceability of other provisions.

Article 10: Entire agreement

10.1 No modification or change to this Contract shall become effective unless both Parties agree thereon in writing, and the signatures of both parties to such effect have been obtained.

10.2 This Contract shall constitute the entire agreement and understanding between the Parties with respect to the subject matter hereof, and replaces any written or oral agreement made or understanding reached between the Parties with respect to such subject matter before the execution of this Contract.

Article 11: Governing Law / Dispute resolution

11.1 This Contract shall be governed by and construed in accordance with the laws of Viet Nam excluding its choice of law rules.

11.2 Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Binh Dinh Province in accordance with the Arbitration Rules of the Viet Nam Arbitration Centre for the time being force, which rules are deemed to be incorporated by reference in this Article. The tribunal shall consist of 3 (three) arbitrators.

In witness whereof, the Contract is made in 4 copies, 02 in Vietnamese and 02 in English. Each Party will keep 02 copies of each language with equal validity.

FOR ON BEHALF OF

FOR ON BEHALF OF

PHỤ LỤC HỢP ĐỒNG/ APPENDIX CONTRACT

SỐ/NO:

Về việc: Điều chỉnh khối lượng hợp đồng

Thuộc hợp đồng mua bán gỗ FSC 100% ký ngày giữa

Subject: Adjustment of contract volume under the sale contract
for FSC 100% timber is entered into as at..... between.....

Căn cứ Hợp đồng mua bán gỗ FSC 100% ký ngày..... giữa ... và ...

/Pursuant to the sale contract for FSC 100% timber is entered into as at ... betweenand

Hôm nay ngày Tại, /

/Today, day/month/yearat:.....

Đại diện hai bên gồm có/we include:

Tên Doanh nghiệp/Company name:

Địa chỉ/ Address:

Tel: Fax

Do ông / bà/ Represent by :

Chức vụ/position:.....

Tên Doanh nghiệp/Company name:

Địa chỉ/ Address:

Tel: Fax

Do ông / bà/ Represent by :

Chức vụ/position:.....

Sau khi bàn bạc, hai bên thống nhất ký kết Phụ lục Hợp đồng số ... để điều chỉnh nội dung hợp đồng mua bán gỗ FSC với các nội dung chính như sau:

After discussion, the Parties have mutually agreed to sign the annex contract No..... in order to adjust the contents of the sale contract for FSC timber with main contents as follows:

1) Một số điều khoản được điều chỉnh/ some of adjusted terms:

1.1 a) Bên bán phải cung cấp tổng khối lượng ... tấn gỗ tròn (không bao gồm gỗ bị loại theo điều 2.3.3) và bên mua phải mua hết ... tấn gỗ tròn trong khoản thời gian từ ... đến hết ngày (“Thời gian giao hàng”)/ The Seller must supply total volume of GMT of the Logs (excluding the Logs which have been set aside in accordance with Article 2.3.3) and the Buyer must buy GMT of Logs during and (“**Delivery Period**”).

3.5 Nếu bên Bán không hoàn thành nghĩa vụ giao hàng hết khối lượng hợp đồng theo Điều 1.1 (a) thì bên Bán phải trả cho bên Mua số tiền phạt được tính theo công thức dưới đây, chậm nhất đến hết ngày/ If the Seller could not supply the total volume of the Logs as provided in Article 1.1 (a), the Seller must pay to the Buyer the amount calculated by the formula below by ...(dated)

a) Khối lượng giao nhận dưới Tấn, thì bên Bán phải trả tiền phạt cho bên Mua theo công thức: (... tấn – (khối lượng hàng giao nhận + khối lượng hàng bị loại không nghiệm thu theo điều 3.2) x ... VNĐ; / Delivered volume is lower than ... GMT the Seller shall pay the Buyer an amount of by this calculation: ... GMT – (the amount of the Logs actually delivered and accepted to the Buyer + the

amount of the Logs which deemed to have been delivered to the Buyer in accordance with Article 3.2)) x..... VND/ GMT.

b) Khối lượng giao nhận từ ... tấn đến ... tấn, thì bên Bán phải trả tiền phạt cho bên Mua theo công thức (... tấn – (khối lượng hàng giao nhận + khối lượng hàng bị loại không nghiệm thu theo điều 3.2) x ... VNĐ/ Delivered volume is between ... GMT to GMT the Seller shall pay the Buyer an amount by this calculation: ... GMT – ((the amount of the Logs actually delivered and accepted to the Buyer + the amount of the Logs which deemed to have been delivered to the Buyer in accordance with Article 3.2)) x VND/GMT.

c) Khối lượng giao nhận lớn hơn ... tấn thì không áp dụng tiền phạt cho bên Bán/ Delivered volume is over ... GMT: No penalty will be applied.

3.6 Nếu bên Mua không hoàn thành nghĩa vụ mua hết hàng theo khối lượng hợp đồng theo điều 1.1 (a) thì bên Mua phải thanh toán cho bên Bán số tiền phạt được tính theo công thức dưới đây....., chậm nhất đến hết ngày/ If the Buyer could not purchase the total volume of the Logs as provided in Article 1.1 (a), the Buyer must pay to the Seller the amount calculated by the formula below by deadline date.....

a) Khối lượng giao nhận dưới tấn, thì bên Mua phải trả tiền phạt cho bên Bán theo công thức: (... tấn – (khối lượng hàng giao nhận + khối lượng hàng bị loại không nghiệm thu theo điều 3.2) x ... VNĐ/ Delivered volume is lower than ... GMT the Buyer shall pay the Buyer an amount of by this calculation: ... GMT – ((the amount of the Logs actually delivered and accepted to the Buyer + the amount of the Logs which deemed to have been delivered to the Buyer in accordance with Article 3.2)) x VND/ GMT;

b) Khối lượng giao nhận từ ... tấn đến ... tấn, thì bên Mua phải trả tiền phạt cho bên Bán theo công thức (... tấn – (khối lượng hàng giao nhận + khối lượng hàng bị loại không nghiệm thu theo điều 3.2) x ... VNĐ/ Delivered volume is between ... GMT to GMT the Seller shall pay the the Buyer an amount by this calculation: ... GMT – ((the amount of the Logs actually delivered and accepted to the Buyer + the amount of the Logs which deemed to have been delivered to the Buyer in accordance with Article 3.2)) x VND/GMT;

c) Khối lượng giao nhận lớn hơn ... tấn thì không áp dụng tiền phạt cho bên Mua/ Delivered volume is over ... GMT: No penalty will be applied.

2) Các điều kiện và điều khoản còn lại của hợp đồng đã ký kết giữ nguyên, không thay đổi/ The remaining terms and conditions of the signed contract remain unchanged.

3) Phụ lục này là một phần không thể tách rời của Hợp đồng mua bán ký ngàyvà là cơ sở để thanh quyết toán giữa hai bên/ the appendix contract is an integral part of the sale contract signed onand is the basis for settlement between the two parties.

Phụ lục này được lập thành 04 bản, 02 bản tiếng Việt và 02 bản tiếng Anh, mỗi bên giữ 01 bản tiếng Việt và 01 bản tiếng Anh, có giá trị như nhau. Phụ lục này có hiệu lực kể từ ngày ký/ the appendix contract is made in 4 copies, 02 in Vietnamese and 02 in English. Each Party will keep 02 copies of each language with equal validity..

ĐẠI DIỆN BÊN BÁN
FOR ON BEHALF OF
THE SELLER
(ký tên & đóng dấu)
(signed & sealed)

ĐẠI DIỆN BÊN MUA
FOR ON BEHALF OF
THE BUYER
(ký tên & đóng dấu)
(signed & sealed)

CỘNG HÒA XÃ HỘI CHỦ NGHĨA VIỆT NAM

Độc lập – Tự do – Hạnh phúc

BIÊN BẢN THANH LÝ HỢP ĐỒNG

MINUTES OF CONTRACT LIQUIDATION

Số/ No: - TLHĐMB

- Căn cứ Hợp đồng số/ Pursuant to the sale contract No
- Căn cứ Biên bản giao nhận hàng hóa, sản phẩm/dịch vụ ngày/ Pursuant to the minutes commodities, products delivery/ services timber is entered into as at

Hôm nay/Today, date/month/year ngày Tháng năm

Tại địa điểm/Address:

Chúng tôi gồm/We included:

Bên A/Party A

.....

- Địa chỉ trụ sở chính/Head office:
- Điện thoại/Phone: Fax:
- Tài khoản số/ Bank account No:
- Mở tại ngân hàng/ At:
- Đại diện là/ represented by:
- Chức vụ/ position:
- Giấy ủy quyền (nếu thay giám đốc ký) số/ authorization letter No: ngày/date/month/year Tháng năm

Do/represented by chức vụ/position ký/sign.

Bên B/Party B

- Tên doanh nghiệp/ Company name:
- Địa chỉ trụ sở chính/Head office:
- Điện thoại/Phone: Fax:

- Tài khoản số/ Bank account No:
 - Mở tại ngân hàng/ At:
 - Đại diện là/ represented by:
 - Chức vụ/ position:
 - Giấy ủy quyền (nếu thay giám đốc ký) số/ authorization letter No:
ngày/date/month/year tháng năm
- Do/represented by chức vụ/position ký/sign.

Hai bên thống nhất thỏa thuận nội dung thanh lý hợp đồng như sau/ The Parties have mutually agreed the contents of the contract liquidation as follows:

Điều 1/ Article 1: Nội dung công việc giao dịch/ :

- Bên A đã nhận đủ số lượng hàng hóa, sản phẩm/dịch vụ theo hợp đồng đã ký/ the Party A received the total volume of the commodities, products/services under the signed contract
- Chất lượng và Quy cách hàng hóa, sản phẩm/Dịch vụ/ Quality and specification of commodities, products / services: đảm bảo đạt yêu cầu/ satisfactory
- Bên A đã nhận hóa đơn do bên B xuất theo quy định/ the Party A received the invoices issued by party B as regulated

Điều 2/ Article 2: Giá trị thanh lý/ Liquidation value:

- Tổng giá trị thanh lý/ the total amount of liquidation :
- Đã tạm ứng/ the advance payment :
- Số còn thanh toán nốt/ the remaining payment:
- Thời gian thanh toán/ time payment : 15 ngày sau khi hợp đồng được thanh lý/15 days after the contract is liquidated.

Thanh lý hợp đồng này được làm thành bản, có giá trị như nhau. Mỗi bên giữ bản/ the minutes of contract liquidation is made in 4 copies. Each Party will keep 02 copies with equal validity.

ĐẠI DIỆN BÊN A
FOR ON BEHALF OF PARTY A

Chức vụ/Position
(ký tên & đóng dấu)
(signed & sealed)

ĐẠI DIỆN BÊN B
FOR ON BEHALF OF PARTY B

Chức vụ/ Position
(ký tên & đóng dấu)
(signed & sealed)