Draft

SOCIALIST REPUBLIC OF VIETNAM
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CONTRACTS FOR PURCHASE AND SALE OF GOODS AND PROVISION OF SERVICES

Number: /HD
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- *Pursuant to the Civil Code No. 91/2015/QH13 dated 24/11/2015 and related legal documents.*
- *Pursuant to the Commercial Law promulgated on 27/06/2005 of the Socialist Republic of Vietnam.*
- *Based on the needs of the two parties.*
- *Today, May, at ..... We include:*

Seller :

Address :

Tax identification number : 0200815578

Telephone : Fax:

Account :

Representative : Duty:

(Party A for short)

Buyer :

Address :

Tax identification number :

Telephone : Fax:

Representative : Duty:

(Party B for short)

The two parties agree to sign a contract for sale/provision of services with the following terms:

Article 1: Name of goods - quantity - quality - contract value - warranty.

(a) applicable to the purchase and sale of vehicles, products and components

Party A agrees to sell/provide ..... services for party B, details are as follows.

STT	Product Name	Unit	Amount	Unit Price	Becoming money	Notes
1.						
2.						
3.						
4.						
...						
Total						

Warranty

- Warranty of 12 months or 20,000 km, whichever comes first from the date of handover and acceptance of the vehicle;
- The warranty only applies to manufacturer's defects in the engine, gearbox and axle, not to parts that wear out naturally and due to the fault of the user;

- When there is a car that needs warranty, the dealer takes photos of the following parts: chassis number, odometer watch face, body photo, damaged equipment, code (if any) send an email to the factory and at the same time fax "Warranty request" to the factory.

(b) applicable to the provision of services

At the request of Party A on the implementation *(recording service content)* ..., Party B undertakes and performs ... (applicable to the provision of services)

(The object of the service contract is a work that can be performed, does not violate the prohibitions of law, and is not contrary to social ethics).

Article 2. Specification and quality of goods (applicable to the purchase and sale of vehicles, products and components).

- New cars .....%.
- Spare parts and tools are attached to the manufacturer's standards.
- Vehicle components include:

STT	***Included Components***	***Amount***	***Notes***
1			
2			
3			
4			
5			

Article 3: Payment method.

- Party B pays Party A by bank transfer.
- Deposit .....VND/1 car or at the request of party A before receiving the car (applicable to the purchase and sale of vehicles, products and components).
- Pay the entire order value or selling price on the VAT invoice before receiving the vehicle dossier for registration (applicable to the purchase and sale of vehicles, products and components).
- Payment of the entire contract value as agreed upon at the liquidation of the contract (applicable to the provision of services).

Article 4: Time and place of delivery.

(a) applicable to the purchase and sale of vehicles, products and components

- Party A delivers the goods after Party B transfers the deposit.
- Pickup at .....
- Party B bears the transportation costs.

(b) applicable to the provision of services

- This contract is executed as of the date of ... / .../ ...
- Estimated completion time: is ... date, from the date of .../ .../ ...

Article 5: **Rights and responsibilities of both parties.**

5.1. Rights and responsibilities of Party A.

(a) applicable to the purchase and sale of vehicles, products and components

- Party A is responsible for handing over the car to Party B for display when receiving the deposit, Party A delivers the dossier when Party B has fully paid 100% of the value of the car.
- Party A is responsible for handing over the car to Party B within a period of 5 days (but not more than 10 days) after receiving the deposit.
- Party A has the right to transfer the car from the dealer when the dealer has not yet purchased the car.
- After 45 days, Party A has the right to transfer the car from the dealer without having to refund the transportation fee.
- The car displayed in Party B's yard when 100% of the value of the car has not been transferred is still the property of Party A.

(b) applicable to the provision of services

- Request Party B to perform the work in accordance with the quality, quantity, duration and location agreed in this contract.
- In case Party B seriously breaches its obligations, Party A has the right to unilaterally terminate the performance of the contract and claim compensation for damages.

5.2. Rights and responsibilities of Party B.

(a) Applicable to the sale and purchase of vehicles, products and components

- Party B transfers the deposit is: .... dd (....dong)/ 01 car or according to specific regulations of party A.
- Party B has the full right to display and sell the ..... at the address stated on the contract**.**
- Party B has the right to sell the car to the provinces and cities where the ..... without exclusive protection.
- Party B is responsible for maintaining the best operating condition of the vehicles displayed in the yard (especially the battery), when there is a shortage or the components on the vehicle are not original, Party B must compensate Party A.
- Party B must comply with Party A's regional protection policy.

(b) applicable to the provision of services

- Perform the work in accordance with the quality, quantity, duration and location agreed upon in this contract.
- It is not allowed to assign another person to perform the work on behalf of Party A without the written consent of Party A.
- Preserve and hand over to Party A the documents and means assigned after completing the work (if any).
- Immediately report to Party A that the information and documents are incomplete, and the means do not ensure quality to complete the work.
- Keep confidential the information that you know during the work.

Article 6. General Terms:

One of the two parties to the agreement to cause damage to the other party ***(not for force majeure)*** will be brought to the law to settle the violation dispute and expenses due to the settlement of the lawsuit borne by the breaching party.

The two parties are committed to strictly implementing the terms signed in this contract. In the process of implementation, problems arise between the two parties to discuss and find solutions. All additions and amendments to the contract must be approved in writing by the representatives of both parties to be legally valid, one of the parties does not have the right to arbitrarily change the contract.

This contract has a term of ..... year from the date of signing or when either party requests the amendment and takes effect from the date of signing.

This contract is made in two copies, each party keeps one copy of the same legal validity.

REPRESENTATIVE OF PARTY A **REPRESENTATIVE OF PARTY B**