

AGREEMENT No. 19-319

of goods purchase and sale

As of 29.11.2019



Between

Company "CONG VINH COMPOSITE" Ltd., legal, address at: 155/A4 Dai Kim urban, Ha Noi city, Viet Nam, (hereinafter referred to as "Seller"), on one side

and

Company "NEORESURSE" Ltd, legal address at: Trayan 7/60, Chisinau, Moldova (hereinafter referred to as "Buyer"), on the other side

hereinafter referred "Parties" or individually "Party", have concluded this Agreement on the following:

Article 1. OBJECT OF AGREEMENT

1. Seller undertakes to produce, to sell and to deliver the Buyer the cast articles, hereinafter referred to as Goods, and the Buyer undertake to receive, to buy and to pay the Goods delivered by the Seller. The name, quantity and quality of Goods shall be specified in Annex, which will be considered an integral part of this Agreement.

Article 2. PRICE OF GOODS

2.1. The price of Goods is stated in Annex, which will be considered an integral part of this Agreement.

Article 3. CONDITIONS OF PAYMENT

3.1. The payment is made in accordance with conditions stated in Annex to this Agreement.

3.2. All expenses and fees of Buyer's bank, related to execution of this agreement shall be paid for the Buyer's account, and all the expenses and fees of Seller's bank – from the Seller's account.

Article 4. TERMS AND CONDITIONS OF DELIVERY

4.1. The Goods are delivered in batches.

4.2. The terms and conditions of delivery are stated in Annex to this Agreement, for each batch of Goods separately.

4.3. Transport accompanying documentation shall be drawn in English. Seller shall send together with the Goods the following documents:

- Invoice;
- Quality Certificate;
- CMR;
- Packing List;
- Certificate of origin.

4.4. The receipt of Goods by the Buyer is performed:

- by quantity – in accordance with weight and number of places provided in international consignment letter
- by quality – in accordance with provisions of the Agreement and in accordance with Quality Certificates.



Article 5. QUALITY OF GOODS

- 5.1. The quality of Goods and their conformity with the Agreement are confirmed by Seller's Quality Certificate.
- 5.2. The Goods are manufactured in accordance with Buyer's models and/or matrices and cannot be provided to anyone else. All designs, samples, models, matrices are sent on condition of temporary admission of Goods under the invoice for customs procedures.
- 5.3. Seller undertakes to use carefully the designs and/or samples, and/or models, and/or matrices which are part of the object of this Agreement, undertakes to return to company "NEORESURSE" Ltd upon its request until the final termination of the Agreement.

Article 6. FORCE MAJEURE

- 6.1. None of the contracting parties bear responsibility for failure to fulfil within the deadline and/or for improper fulfilment, in total or in part any obligation under this Agreement, if the improper fulfilment of that obligation was caused by a force majeure.
- 6.2. The Party claiming force majeure is obliged to notify the other Party within 24 hours from the occurrence of event and to take all possible steps in order to limit its consequences.
- 6.3. If that event does not cease within 6 months, the Parties are entitled to notify the full termination of this agreement without any one claiming damages.

Article 7. COURT OF ARBITRATION

- 7.1. All litigations, disputes or other pretensions arisen in relation to this Agreement or with its violation, termination or nullity shall be settled by means of an amicable settlement, if possible.
- 7.2. If the Parties do not reach a common understanding, the application is sent for examination to Court of Arbitration (Sweden). The language of Arbitration Court is English, the applicable law - of the claiming country. The ruling of the Arbitration Court shall be final and mandatory for both Parties.

Article 8. SPECIAL PROVISIONS

- 8.1. The documents "INCOTERMS 2010" are valid for the termination of this Agreement
- 8.2. This Agreement enters into force since its signing by both Parties
- 8.3. All amendments and complements to this Agreement shall be considered as its integral part.
- 8.4. All amendments and complements to this Agreement are made and produce effects only if they are made in written in English and signed by both Parties.
- 8.5. Agreement, Annexes and Additional Agreements sent by e-mail or fax.
- 8.6. None of the party is entitled to cease its rights and obligations arising from this Agreement to any other third party without written consent of another Party.
- 8.7. All agreements, negotiations and correspondence between the parties concerning the aspects provided in this Agreement, which took place before its signings, are considered null.
- 8.8. This Agreement is signed in 2 (two) copies, each one in English . Both copies of the Agreement have the same legal force.



Article 9. VALIDITY OF AGREEMENT

9.1. This Agreement enters into force since its signing by both Parties.

9.2. The term of validity of this Agreement is up to 31.12.2020.

Article 10. LEGAL ADDRESS AND BANKING DATA OF THE PARTIES

SELLER

" CONG VINH COMPOSITE" Ltd
155/A4 Dai Kim urban,
Ha Noi city, Viet Nam
Reg.No 4-1998-13284
VietinBank LAO Ltd
ICBVLALA813
VN4367000000999770008

BUYER

" NEORESURSE " Ltd
7/60 Trayan str.
Chisinau, Moldova
Reg.No 1012600009184
Victoriabank JSC
VICBMD2X802
MD39VI000000222400831

Director Mr. Quang Nguyen _____

Director Mr. Stanislav Goncearov _____

