

DAI HOANG THUY JOINT STOCK COMPANY

247/5F THOI TAM THON 5 STREET, TAM DONG 2, HOC MON DISTRICT, HO CHI MINH CITY, VIETNAM

of Commerce at the place where the incidence occurred or by the competent authority connected with the cause..

Should the effect of force majeure continue for more than 30 consecutive days, both parties have a right to cancel this contract.

ARTICLE 9: CLAIM

9.1 All disputes arising out of or in relation to this contract, which is not reach an amicable agreement between both parties, shall be finally settled by the VietNam International Arbitration Centre (VIAC) at the VietNam Chamber of Commerce and Industry (VCCI) in HCMC in accordance with its arbitration rules and procedures, whose award shall be final and binding by both parties. Arbitration fee and all of fees and charges relating to arbitration shall be borne by the losing party.

9.2 If the goods received are not in conformity with the conditions set forth in this contract, the buyer has right to request seller for inspection and show related evidence, The buyer should offer the related pictures, video and samples from the order received if buyer need, the seller should feedback the reason in 10 work days after all necessary evidence offered by buyer.

9.3 As a food producer, the Seller should be responsible to the products' quality during its shelf life and guarantee the stable quality and stable production volume. In case of any quality problem or packaging defect during the warranty period of the goods provided by the seller, after verification by both parties, the Seller shall return and replace them unconditionally. In case of customer complaints due to quality problems or packaging defects, or prosecution or punishment by relevant authorities, the Seller shall be responsible for the direct losses caused to the buyer and the loss of negative impact on the brand, as well as all expenses incurred by the buyer in dealing with the matter.

ARTICLE 10: GERENAL COMMITMENT

This contract comes into effect since the date of signing and both parties undertake to execute strictly all the terms and conditions. All previous agreements shall become null and void.

Any changes or amendments to this contract shall be made in writing and subject to prior approval from both parties. Vietnam law is applicable for this contract. The Incoterms 2010 edition is applicable as terms of delivery.

This contract is made in English language in 02 originals, two of which are retained by each party. Signing via email is acceptable.

**FOR THE SELLER
DIRECTOR**

**FOR THE BUYER
DIRECTOR**


9/6/2023