



SHANGHAI GECONO YEAST CO., LTD

NO.88 CAILUN RD. SHANGHAI CHINA 201210
Tel: +86 21 51385811 Email: gongjiasi@gecono.cn

PURCHASE CONTRACT 采购合同

No. 编号: S10320

Date日期: 10 March, 2020

Seller: **VICASA INTERNATIONAL CO., LTD**

ADD.: THE WHITE VILLA, HAMLET 1, DONG SON COMMUNE,
THUY NGUYEN DISTRICT, HAIPHONG 180000, VIETNAM

Telephone: +842256 509 259 Email: info@vicasa.vn

Hereunder called: "The Seller" 下称: "卖家"

Buyer: **SHANGHAI GECONO YEAST CO., LTD**

ADD: NO.88 CAILUN ROAD, SHANGHAI, 201210, CHINA

TEL: +86 21 51385811, EMAIL: gongjiasi@gecono.cn ATTN: Mr. Jiasi Gong

Hereunder called: "The Buyer" 下称: "买家"

It has been mutually agreed between The Seller and The Buyer to this contract on the following terms and conditions 根据买卖双方自愿原则, 买卖双方达成合同以下条款:

Article 1: COMMODITY – QUANTITY – UNIT PRICE – AMOUNT:

条款 1: 品名 - 数量 - 单位价格 - 金额:

COMMODITY 品名	QUANTITY 数量(Mt)	PRICE 价格 (USD/Mt)	AMOUNT 金额 (USD)
BREWER YEAST RESIDUE 啤酒酵母残渣 Protein 蛋白: 40~44% Moisture 水分: 8% max Ash 灰分: 8% max Appearance 外观: Light yellow preferentially 浅黄色优先。 No add animal or plant origin protein or nonprotein nitrogen 不得添加动植物源性蛋白和非蛋白氮 GMO Free 不含转基因成分	42.00	760.00	31,920.00
TOTAL 合计	42.00		31,920.00

Says in word: (SAY US DOLLARS Thirty-one Thousand Nine Hundred and Twenty only) 共计叁万壹仟玖佰贰拾美元整

Article 2: ORIGIN – DELIVERY TERM

条款 2: 产地-交货方式

- Country of Origin 原产国: Vietnam 越南
- Port of loading 装运港: Any port of Vietnam 越南任何港口
- Port of Discharge 卸货港: Shanghai port, China 中国上海港
- Price Term 交易方式: CIF Shanghai port, China, 中国上海到岸价

- Delivery Time 装运时间: Before March 27,2020 or the date confirmed by The Buyer in writing. 2020年3月27日前或买方书面确认的日期。
- Package Size 包装尺寸: 20kg/Bag, 21MT/20GP. 每袋20公斤, 每个20呎集装箱装21吨。

Article 3: QUALITY – PACKING -LABEL:

条款 3: 质量-包装-标签

- Quality: The goods quality should comply with the specification below,
Protein Range: 40-44%, Moisture: 8% max, Ash: 8% max, Appearance: Light yellow to brown yellow free-flowing powder, light yellow color is preferentially, no caking, no foreign material, no smell, Salmonella not detected. And the goods quality should comply with the quality of the photo sample emailed by Jimmy Vu to Jiasi Gong from jim.vu@vicasa.vn to gongjiasi@gecono.cn March 3rd, 2020 15:14.
质量: 货物质量应符合以下规格要求: 蛋白质范围: 40-44%, 水分≤8%, 灰分≤8%, 外观: 浅黄色到棕黄色自由流动粉末, 浅黄色优先, 无结块, 无异物, 无臭味, 沙门氏菌不得检出。同时, 产品质量必须与 2020年3月3日 15:14 Jimmy Vu 从 jim.vu@vicasa.vn 发给龚家驷邮箱 gongjiasi@gecono.cn 上的邮件样品照片质量一致。
- Packing as Export standard packing as 20kg/firm PP fiber bag with plastic inner liner, loading 21MT in 20GP (more or less 10% on quantity and amount as Seller's option),
包装为出口标准包装 20kg/PP 袋, 20'集装箱装量 21 吨 (溢短装 10%根据买家选择重量和金额)
- Label Content: It should be including Product Name, Batch No., Manufacture Date, Expire Date, Net Weight & Gross Weight, Country of Origin.
标签内容: 需包含产品名称、批号、生产日期、保质期、净重、毛重和原产国。

Article 4: PAYMENT TERMS

条款 4: 支付方式

- Payment: 30% in advance and 70% balance against B/L copy sent through Email by The Seller for the shipment or other payment method negotiated during contract period. 付款方式: 30% 定金, 70% 见卖方邮件发送的提单副本的 5 个工作日内电汇余款, 或在合同期限内协商的其他付款方式。
- Beneficiary Bank Information: 受益人银行信息
Beneficiary 受益人: VICASA International Co., Ltd.
Bank name 银行名称: Joint Stock Commercial Bank For Foreign Trade of Vietnam - Hai Phong
Address 地址: No. 275 Lach Tray street, Ngo Quyen, District, Hai Phong City, Vietnam.
SWIFT code: BFTVNVX003
Account number 帐号: 0031370377841

Article 5: SHIPPING DOCUMENT:

条款 5: 出运文件

- Surrendered Bill of lading or full set of original B/L 电放提单或者正本提单
- Certificate of Origin in 01 original 1 正本原产地证书
- Insurance Policy in 02 original 2 正本保险单
- Commercial invoice in 03 original 3 正本商业发票
- Packing list in 03 original 3 正本装箱单
- Phytosanitary Certificate in 01 original 1 正本植物检疫证书
- Certificate of analysis 01 original 1 正本检验分析报告
- Non- GMO certificate issued by Seller in 01 original 1 正本不含转基因成分证明

Remarks: 备注:

1. PLEASE PROVIDE SHIPPER' S MASTER BL TO AVOID COMPLICATIONS / DELAYS WITH AGENTS. 请提供装船人主提单以避免与代理的复杂化和耽搁。
2. QUALITY MUST COMPLY WITH SPEC SHEET/ANALYSIS. 质量须与检验分析报告一致。
3. The Seller should immediately send telex released B/L as soon as receiving The Buyer's payment

documents from The Buyer's bank. ALL ORIGINAL SHIPPING DOCUMENTS MUST BE RECEIVED AT LEAST 3 DAYS BEFORE B/L TELEX RELEASED AFTER THE PAYMENT. H.S. CODE: 2303300090 AND FOB VALUE LESS THAN CIF VALUE SHOULD BE FIGURED ON THE CERTIFICATE OF ORIGIN. 卖方收到买方银行的付款单据后立即电放。所有原始装船文件必须至少在付款电放前三天收到。HS 编号2303300090 和低于CIF值的 FOB 价 应 在 原 产 地 证 上 出 现 。
4.CONTAINERS ' 21 DAYS FREE DETENTION AND 21 DAYS FREE DEMURRAGE ARE REQUIRED AT DESTINATION PORT. 要求目的港集装箱 21 天免费用箱期和 21 天免费堆存期。

Article 6: FORCE MAJEURE

条款 6: 不可抗力

In case of force majeure, The Seller shall not be responsible for late delivery or non-delivery of the goods but shall notify The Buyer by cable. The Seller shall delivery to the Buyer by registered mail, if so requested by the Buyer, a certificate issued by the Vietnam Council for the promotion of Trade or any competent authorities.如发生不可抗事件, 卖方无须为迟交货或者不交货负责但必须通知买方。如果买方要求, 卖方须挂号信寄送买方由越南贸促会理事会或任何其主管部门签发的认证证书。

Article 7: ARBITRATION

条款 7: 仲裁

All disputes arising in connection with this Contract or the execution thereof shall be settled by way of amicable negotiation. In case no settlement can be reached, the case at issue shall then be submitted for arbitration to the Shanghai International Economic and Trade Arbitration Commission in accordance with the provisions of the said Commission. The award by the said commission shall be deemed as final and binding upon both parties. The arbitration fee and other charges shall be borne by the losing party unless otherwise agreed.

凡有关本合同或执行本合同而发生的一切争议, 均应通过友好协商解决。如不能协商一致, 则应申请上海国际经济贸易仲裁委员会按照该委员会的规定仲裁。该仲裁委员会做出的裁决是最终的, 买卖双方应受其约束。仲裁费和其他费用应由败诉方承担。

Article 8: QUALITY

条款 8: 质量

- The Buyer should test the goods within 15 working days as soon as receiving goods, and notify the seller the quality problems within 5 working days after test report date if it exists. The Seller could request the retest from local SGS in China. And if quality problems are confirmed by SGS, the buyer has the right to request compensation for the quality unconfirmed. The compensation amount can be defined by arbitration or amicable negotiation.

买方应当在收到货物 15 个工作日内检测货物,并于检测报告日后 5 个工作日内提出存在质量问题。卖方可要求中国国内 SGS 检测, 如果质量问题得到 SGS 确认, 买方可要求质量不符补偿, 最终补偿金额可由仲裁判定或者通过友好协商完成。

Article 9: GENERAL TERMS

条款 9: 一般规定

- Both sides undertake to execute strictly all the articles of this contract. Any amendments or additions to this contract shall be made in writing and signed by an authoritative representative of both sides. 双方承诺严格执行本合同的所有条款。本合同的任何修改或补充应以书面形式提出并由双方的权威代表签字。
- Any costs incurred in The Seller's Country will be paid by The Seller. And, any costs incurred in The Buyer's Country not caused by The Seller will be paid by the buyer. 卖方国家发生的任何费用将由卖方支付。而且, 在买方国家发生的任何非由卖方原因造成的费用将由买方支付。

Article 10: VALIDITY

条款 10: 有效性

- This contract is made in 02 English and Chinese originals of equal validity, If there is any discrepancy between the Chinese and the English versions of the above Terms and Conditions, the English version shall prevail. 01 of which retained by each party, shall come into force from signing date. 本合同中英文一式两份效力相等，如果上述条款的中英文文本间存在歧义，以英文文本为准。双方各存一份，签署后生效。

THE BUYER
SHANGHAI GECONO YEAST CO., LTD



THE SELLER
VICASA INTERNATIONAL CO., LTD



GIÁM ĐỐC
Vũ Mạnh Hiệp

YEAST CO.