

# CONTRACT

No:YK2016-630088

## **Buyer:**

Company name: **YK IMPORT&EXPORT CO., LTD.**

Add: NO.25, Dianzi ZhengJie Dong Sanxiang, Xi'an,Shaanxi Province, China

Tel: 0086 29 636 254 16 / 636 254 18

## **Seller:**

Company Name: Alben Sepp Handels e. U.

Add: Finkenweg 8, 6850 Dornbirn, Austria

Tel: +43 664 2055557

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After the friendly discussion between the Buyer and the Seller on the principle of the mutual benefit, the following agreement voluntarily generated.

## SUBJECT OF THE AGREEMENT

### 1 . Product List:

Under conditions and provisions of this contract Seller agrees to sell and Buyer agrees to buy following product produced by the Seller:

No.	Product Name	Unit price	Quantity	Total price
01	Ramson Cheese	00	3400	00.00
02	Wine cheese	00	2100	00.00
03	Mountain Cheese - mild	00	3200	00.00
04	Flowers cheese	00	2800	00.00
05	Herb cheese	00	3000	00.00
06	Cream cheese	00	2000	00.00
07	Dairyman cheese	00	3200	00.00
08	Premium dairy-butter - 250g	00	2000	00.00
09	Premium dairy ghee 300g	00	1500	00.00

Total price: € 413,046.00

Contract value: € 371,741.40

### 2. Place of delivering the goods

- 1, Buyers should pick the products up from Seller's factory or the warehouse appointed.
- 2, The all transportation fee is borne by Buyer. ( EXW Incoterms 2010)

### 3. Standard of Quality

- 1, According to the norm of this field in Europe.
- 2, The Seller shall guarantee that the commodity hereof is made of the best materials with first class workmanship, brand new and complies in all respects with the quality and specification stipulated in the contract.

### 4.Manner of packing

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- 1, In accordance with the Seller's international export standard.
- 2, The Seller is in charge of providing the packaging. The packaging cost shall be borne by the Seller. Packaging quoted is according to the Seller's standard packaging method. Chinese labels are needed and Chinese labels will be provided by the Buyer. ( The Buyer will design and translate the Chinese labels according to the Seller's provided information, the Seller should put it on the outer packaging before delivery. )
- 3, All of the products to be delivered by Seller shall be packed in a manner suitable to protect it against repeated handlings and numerous loadings and unloading. Protective measures consistent with the characteristics and requirements of the various items of Equipment shall be taken to prevent the Equipment from damage by moisture, rain, shock and corrosion. Packing to be approved by Buyer, based upon pictures in annex.
- 4, If the Buyer has any special requirement for packaging, both parties shall negotiate an agreed price for this additional packaging requirement and shall include this agreed price in this Contract as a supplementary clause. The Buyer will accordingly establish Letter of Credit for the increased value of the contract in favor of the Seller

## **5. Terms Payment**

- 1, Within 30 working days after the contract takes effect, Buyer shall pay Seller a deposit of 30% of the total value of this Contract by T/T, which is € 111, 522. 42
- 2, The Buyer shall pay the balance 70% which is € 260, 218. 98 for each delivery prior to shipment of each batch of goods by L/C confirmed irrevocable letter of credit. After qualifying inspection, shipment of parts will only occur after the Seller has received this payment, pay off the rest of 70 % by irrevocable L/C at sight 10 working days before shipment date.
- 3, The bank charges caused by transfer account should be shared by the Seller and the Buyer.

## **6. Terms Of Delivery**

- 1, Seller should get ready for all the goods within ( 2 ) months after Buyer 30% payment arrives Seller's bank account.
- 2, Partial delivery permitted, the quantity and types of every delivery is decided by Buyer according to Seller.

## **7. The SELLER should issue confirming documentation as follows**

- 1, Submission of commercial Invoice in duplicate for the value of material ready for shipment.
- 2, Copy of notification of materials ready for shipment sent to the Buyer's

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nominated Freight & Forwarding Agent duly acknowledged by them along with a copy of the forwarded cargo receipt evidencing shipment of goods.

3, Certificate of Quality issued by the Seller.

4, Certificate of Origin issued by the Seller.

## **8.The Adjustment of Price**

1, The Unit Price mentioned in Article 1 above will remain firm for the contract period except in case of increase in the cost of Raw material by more than 5%; the unit price will be revised accordingly by mutual negotiations.

## **9.Establishment, Validity And Expiry of The Contract**

1, The contract shall take effect once it is signed by the legal representative of both the parties, and the contract shall be notarized by the Notary Office of the Chinese Government.

2, During the term of validity of the contract, both parties shall abide by the contract, fulfill their respective obligations and jointly complete the work specified in the contract. However in case of non completion of the contract within time limit, the same can be extended with mutual consent.

3, The Contract shall automatically expire after both parties have fulfilled their respective obligations and completed the work specified in the contract.

4, In case of claim or discrepancies the two parties should friendly negotiate.

5, Only after the friendly agreement is reached and accepted by both parties they can produce formal documents to change the conditions or to amend some agreement.

## **10. Force Majeure**

1, Either party shall not be held responsible for failure or delay to perform all or any part of this agreement due to flood, fire, earthquake, draught, war or any other events which could not be predicted, controlled, avoided or overcome by the relative party. However, the party affected by the event of Force Majeure shall inform the other parties of its occurrence in writing as soon as possible and thereafter send a certificate of the event issued by the relevant authorities to the other party within 15 days after its occurrence.

## **11.Liabilities And Legal Process to Resolve Possible Disputes**

1, Confirmed drawings, order forms, shipping documents, payment records, quality assessment reports and all correspondence shall all form part of the contract.

2, For any possible problems during execution of the contract, both parties shall, in the spirit of the mutual cooperation and understanding, actively seek

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to resolve these problems through discussion and negotiation. The principles for resolving disputes are:

(1) Either party shall not assume any liability for failing to fulfill the respective obligations specified in the contract if such failure is caused by the breach of the contract by the opposite party --For example, if the Purchaser is not able to make the deposit payment in time the Supplier shall not be held liable for not being able to timely make delivery of the goods.

(2) Either party shall be entitled to seek compensation from the opposite party.

(3) All disputes which may arise from this contract will be settled in friendly manners. If such is not possible, both parties agreed that such disputes will be settled at Arbitration Court by the Chamber of Switzerland - St. Gallen.

## **12. Any Other Unspecified Matters**

1, For any matters that are not covered by this contract, both parties may negotiate and document to form supplementary document to this contract.

## **13. Other Term**

1, Both Parties agree that one party shall make no assignment of any right or obligation under the contract to a third part without the prior written contract of the other party.

## **14. Duplicates of The Contract**

1, This contract is made in 4 originals, and each party involved will obtain 2 originals; All four texts are equally authentic.

2, All the appendixes hereto duly signed of the contract are integral parts of this contract.

**THE BUYER (purchaser)**

**THE SELLER (seller)**

**SIGNATURE AND STAMP**

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**DATE:**

**DATE:**