

SALES CONTRACT
No.: 5.3.2014/PP/GTI-RMG**Pursuant to:**

- *The customs of International Commercial Terms Incoterms 2010*
- *The functions and demands of both Parties.*

Today, 5 March 2014, at the office of Gelexim Trading and Investment Joint Stock Company, we are:

SELLER: GELEXIM TRADING AND INVESTMENT JOINT STOCK COMPANYAddress: 6th Floor, Geleximco Building, 36 Hoang Cau, Dong Da Dist., Hanoi, Vietnam

Tel. (84)-4-35133437 Fax: (84)-4-35133438

BUYER: ROXCEL HANDELSGES.M.B.H

Address: PO BOX 160. Thurngasse 10

A-1092 Vienna. Austria

Tel. + 43 1 401 56-340 Fax: + 43 1 401 56-7340

Both Parties have mutually agreed to sign this Sales Contract with terms and conditions as follows:

Article 1. Commodity and Contract Value

- The Seller agrees to supply to the Buyer:

Commodity	Origin	Unit	Quantity	Unit price (USD)	Amount (USD)
BLEACHED ACACIA KRAFT PULP (Brightness: 89(+/-1) % ISO)	Vietnam	ADMT (Air dry)	500	581.00	290,500.00

Notes:

- Above price is CFR Xingang port, China included DTHC under Incoterm 2010.
- Quantity: 500 ADMT (+/- 10%)
- Contract value: USD 290,500.00
(In words: United States Dollars Two Hundred Ninety Thousand Five Hundred only)
- Actual quantity and amount are allowed to fluctuate \pm 10% compared with the quantity and amount of the contract.

Article 2. Marking, Packing

- The commodity is packed in accordance with packing standards of the Manufacturer in order to ensure safety in transit to the plant and in transportation by sea.
- Mark: An Hoa Mill, Vietnam.

Article 3. Terms of delivery

- Term of shipment: CFR Xingang port, China
- Port of loading: Haiphong Port
- Port of discharge: Xingang Port
- Method of delivery: The commodity is delivered at Xingang port under the terms on CFR in Incoterm 2010. The Seller will load each 20ft container with about 22 MT of pulp.
- The period of shipment: The Seller should ship goods to the Buyer before 15 April 2014.
- Free detention: for 14 days after the Goods has arrived at Xingang Port, China
- Notice of delivery: The Seller should notify the Buyer in advance 05 (Five) days to take delivery of goods.
- Transshipment: allowed
- Partial shipment: not allowed

Article 4. Terms of Payment

- The Buyer shall pay full total amount right after receiving the copy of shipping documents from the Seller.
- Documents for payment:
 - + Commercial invoice issued by the Seller: 03 originals;
 - + Ocean Bill of Lading: 03 originals;
 - + Packing List indicating number of bales of each container, gross weight and ADMT weight of each container issued by the Seller: 03 originals;
 - + Certificate of Origin issued by Authority in Vietnam: 01 original and 01 copy;
 - + Declaration of Non-wood packing material issued by Seller: 03 originals.

The Seller's advised through Bank:

Bank: Joint Stock Commercial Bank for Foreign Trade of Vietnam - Hoan Kiem Branch

Swift code: BFTVNVX030

Account number (USD): 0301370319287

Beneficiary: Gelexim Trading & Investment Jsc.,

Notes:

- The Buyer shall bear the all costs of bank occurred outside Viet Nam, the Seller shall bear the bank cost occurred inside Viet Nam.

Article 5. Quality/quantity/weight discrepancy and claim

In case the quality and/or quantity/weight of the goods found by the buyer are not in conformity with this contract after arrival of the goods at the port of destination, the buyer may lodge claim with the seller supported by survey report issued by an inspection organization agreed by both parties, with the exception of those claims for which the insurance company and/or the shipping company are to be held responsible. Claim for the quality and/or quantity/weight discrepancy should be filed by the buyer within 30 days after arrival of the goods at the port of destination.

Article 6. Force Majeure

- Either party shall not be held responsible for failure or delay to perform all or any part of the Contract due to flood, fire, earthquake, drought, war, riot, sanctions, government injunction or any other events which could not be predicted at the time of the conclusion of the Contract, and could not be controlled, avoided or overcome by the parties. However, the Party affected by the Event of Force Majeure shall inform the other party of its occurrence in written as soon as possible and thereafter send a certificate of the Event issued by the relevant authority to the other party but not later than 30 days after its occurrence.
- If the Event of Force Majeure last over 30 days, both parties shall negotiate on the performance or the termination of the Contract. However, if the conditions or consequences of Force Majeure which have a material adverse effect on the affected Party's ability to perform continue for a period in excess of 2 months and the Parties have been unable to find an equitable solution pursuant to this Clause, the Contract shall terminate automatically.
- Force Majeure: "Force Majeure" means an event beyond the control of the Seller and not foreseeable. Such events may include, but are not limited to, wars, serious fire, flood, typhoon, earthquake, government intervention, riots, strife, insurrection, civil disobedience, armed conflict, terrorism, declared or not and other cases agreed upon by both parties. In case of Force Majeure, the Seller shall not be held responsible for delay in delivery or no-delivery of the goods but shall immediately notify the Buyer by cable and/or deliver to the Buyer by registered mails a certificate issued by government authority or Chamber of Commerce as evidence thereof Within 10 days.

Article 7. Applicable law and Dispute settlement

- This Contract is based exclusively upon the present edition of the General Trade Rules for Wood Pulp.
- During the performance of this Contract, if any dispute arises, the Parties must notify each other in writing and make every effort first to discuss and settle amicably in the cooperative spirit.
- In the case of failure to settle the dispute amicably, all disputes arising from or related to this contract shall be referred to Arbitration under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the Rules. Place of arbitration will be *Singapore International Arbitration Centre (SIAC)* and the arbitration proceedings shall be conducted in the English Language. The award of arbitration shall be final and binding on both Parties. All legal costs shall be borne by the losing Party.

Article 8. General provision

- Both Parties commit to implement strictly the above-mentioned terms and must not unilaterally cancel this Contract. If either party cancels this Contract unilaterally, it must compensate the other Party for all damages arising from such cancellation.
- This Contract shall come into effect immediately when it is signed by duly authorized representatives of both parties.



- Price validity: Before 15th March, 2014
- Contract validity period: Before 30th April, 2014



Mr. LE QUOC TUAN

General Director

For and on behalf of Seller

GELEXIM TRADING AND INVESTMENT
JOINT STOCK COMPANY

ROXCEL
HANDELSGES.M.B.H.
TURNERGASSE 10
PO Box 160
A-1092 VIENNA/AUSTRIA

For and on behalf of Buyer

ROXCEL HANDELSGES.M.B.H