



SALES CONTRACT

SC Number: **PH20-0700**

All business hereunder shall be transacted between **SELLER** and **BUYER** as in the SIGNATURE box on a principal and principal basis, and both parties agree to the following terms and conditions:

01. BUSINESS SCOPE

Trading items are all kinds of Agricultural products and by-products such as to Sesame seeds, etc.

02. PRICE, TERM and CONDITION

- a. The PRICE be decided between SELLER and BUYER as to the market and the tariff will be specified on seller's INVOICE.
- b. The TERM shall be governed by the INCO terms 2020.
- c. CONDITIONS
 1. 10% more or less both in amount and quantity gap: allowed
 2. Shipping Marks, Description and Packing are on the BUYER's option.
 3. Shipment time, Loading Port and Discharge port: by and between SELLER and BUYER's consent
 4. Partial shipment: allowed.

03. PAYMENT

- a. T/T 100% payment upon arrival at Korean seaport.
- b. L/C(Letter of Credit): in case.



04. DOCUMENTS

Full set of Bs/L, Invoice and Packing, Phytosanitary certificate(Original), C/O(certification of origin), Cost verification, etc. All documents must contain the same S/C#, INVOICE#, INCO term, price amounts, net weight and gross weight.

05. INSURANCE and INSPECTION

Both are on BUYER who can designate an inspector for the Quality Control.

06. CLAIM

BUYER can get compensation with SELLER's consent for the deficiency, delay and deterioration. SELLER arranges ship-back of the deteriorated products at SELLER's cost, and BUYER must cooperate.

07 FORCE MAJEURE

SELLER shall not be responsible for non-delivery or delay resulting from causes beyond its control.

Liability and Indemnity is respectively to hold and indemnify SELLER responsible for damage, delay or loss caused by negligence, omission, misconduct. In the event of proven negligence, the liability shall not exceed the value of the commercial invoice amount of the goods lost, damaged or delayed, whichever is less.

08. ARBITRATION and JURISDICTION

All disputes must be arisen within 30 days after vessel arrival at P.O.D. and the arbitration will be held where the defendant has its principal.



09. HAND-OVER PROHIBITION of DUTY and RIGHT

Both Buyer and Seller cannot hand over the duty and/or right to another party without mutual consent.

10. VALIDITY, AMENDMENT and TERMINATION

The SALES CONTRACT shall be effective on and after the written date and shall remain in force unless one party amends or terminates with a written notice against the counter party.

If there is no shipment for 2 years since the last shipment, the Contract automatically expires. Or the termination will be effective after 30 days of the written notice by fax, email or mail to terminate.

In witness whereof the parties have caused the agreement to be executed in duplicate by their respective duly authorized officers as of the date below written.

11. SIGNATURE box

SELLER	PING TIAN SHA AGRICULTURAL CO., LTD. 安徽平天下有限公司	BUYER	PHT, Incorporated (PHT) 平海商社(株)
Addr.	PING TIAN SHA STREET 0813, LINQUAN, FUYANG, ANHUI, CHINA tel: 86-558-000-0000 mob: 86-100-0000-0000	Addr.	5F, 15 Namdaemunro-1gil, Jung-gu, Seoul 04526 KOREA-south tel: +82-2-779-2030 mob: +82-10-2046-0721
Name	MA Zhong Wei 馬中偉	Name	AHN Ji Hyun 安祉鉉
Title	President	Title	President
date	2020.07.27	date	2020.07.27

12. Bank details

Bank SELLER	INDUSTRIAL AND COMMERCIAL BANK OF CHINA (ICBC)	Bank BUYER	KEB Hana bank Seosomun Branch
Bank Addr.	31 CHANG JIANG ROAD, HEFEI, ANHUI 230001 CHINA	Bank Addr.	1F, 110 Seosomun-ro, Jung-gu, Seoul 04513 KOREA-south
Account	0000-0000-0000-0000	Account	029-JSD-100555-7
payee	PING TIAN SHA AGRICULTURAL CO., LTD. 安徽平天下有限公司	payer	PHT, Incorporated
SWIFT	ICBKCNBJAHI	SWIFT	KOEXKRSE

