



SALES CONTRACT draft

SC Number: **PH22-0608**

All business hereunder shall be transacted between **SELLER** and **BUYER** as in the SIGNATURE box on 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 Sesame seeds, Sesame oil, Mung Beans, Red Beans, Black eye beans, etc.

02. PRICE, TERM and CONDITION

a. The PRICE shall be decided between SELLER and BUYER, and be specified on P/O and 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, Transit days, Loading Port and Discharge port:
by and between SELLER and BUYER's consent
4. Partial shipment: not allowed.

03. PAYMENT

- a. pre-payment: 20%,
mid-payment: 50% Bank CAD(cash against the documents),
end-payment: 30% after seeing the quality in KOREA-south.
- b. portions can be adjusted by mutual consent
- c. L/C as to mutual consent.

04. DOCUMENTS

The Full set of Bs/L, Invoice and Packing, C/O(certificate of origin), Phytosanitary Certificate(Original), the KCS(Korea Customs Service) requesting documents as land ownership, receipts of buying, selling and transportation, cultivator's declaration, flow chart, etc. All the documents must contain the same identifying S/C#, P/O#, INVOICE#, INCO term, price, net weight and gross weight.

05. INSURANCE and INSPECTION

To be insured as to INCO terms. BUYER can designate an inspector for the Quality Control, by whom the quality and weight must be certified.

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, such as war, natural disasters, etc.

Liability for damage, delay or loss caused by negligence, omission, misconduct shall not exceed the commercial invoice amount of the goods lost, damaged or delayed.

08. INDEMNITY



PHT, Incorporated

tel:+82-2-779-2030

email:<100@pht.kr>

web: www.pht.kr

The SELLER takes the full legal responsibility to prove the Certificate of Origin with the KCS for 5 years after vessel discharge at Busan seaport, KOREA-south. If the KCS doesn't approve the C/O, the buyer must be indemnified from the fine that the KCS imposes, and the seller automatically pays the fine amount to the buyer or the KCS based on the KCS's sentence as the seller fails to prove the C/O, which the seller confirms to be fined and pay.

09. ARBITRATION and JURISDICTION

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

10. 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.

11. 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 3 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.

12. SIGNATURE box

SELLER	AGRO-PERU www.agro-peru.com	BUYER	PHT, Incorporated (PHT) www.pht.kr
Add.	Av. Augusto Perez Aranibar 1147, San Isidro, Lima, PERU tel: +51-1-207-0860 mob: +51-942- ema: abc@agro-peru.com	Add.	R288, 28 Euljiro-12gil, Jung-gu, Seoul 04550 KOREA-south tel: +82-2-779-2030 mob: +82-10-2046-0721 ema: 100@pht.kr
Name	A	Name	AHN Ji Hyun
Title	president	Title	President
date	2022.06.08.	date	2022.06.08.

12. Bank details

Bank SELLER	BANCO CONTINENTAL	Bank BUYER	KEB Hana bank Seosomun Branch
Bank Add.	AV. REPUBLICA DE PANAMA 3055 SAN ISIDRO, LIMA, PERU	Bank Add.	1F, 110 Seosomun-ro, Jung-gu, Seoul 04513 KOREA-south
Account	011-0123-4567-8901-2345	Account	029-JSD-100555-7
payee	agro peru	payer	PHT, Incorporated
SWIFT	BCONPEPL	SWIFT	KOEXKRSE