

SOCIALIST REPUBLIC OF VIET NAM
Independence – Freedom – Happiness
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GARMENT PROCESSING CONTRACT

No: / HD-IGC

Pursuant to:

- Publishing Law No: 30/2004/QH11 approved by The National Assembly of Socialist Republic Of Vietnam, the sixth meeting approved dated December, 03rd, 2004 and affected from 07th January, 2005;
- Decree No:/ND-CP, guidance to Publishing Law No: 30/2004/QH11;
- The demand and capacity of both parties.

Party A:

- Name of enterprise:
- Address:
- Tel:
- Fax:
- Banker:
- Account No:
- Representative: Position: Director

Hereinafter called “Consignee”

Party B:

- Name of enterprise:
- Address:
- Tel:
- Fax:
- Banker:
- Account No:
- Representative: Position: President

Hereinafter called “Consignor”

Today, date...../...../2007, It is mutually agreed by both parties to conduct the printing processing contract of publishing products with terms and conditions as belows:

Article 1: SUBJECT OF CONTRACT:

1.1. Party A ensure to print publishing products for Party B' order with specification, Number of pages, Quantity of books, Unit price and Amount as follows:

No	Description of publishing products	Size (cm)	Number of Pages	Quantity (Pcs)	Unit price (USD)	Amount (USD)
Total: US dollars only						

1.2. The above Processing price included: costs of Publishing License, translation (If any), materials, printing, finishing, packing, loading and unloading, inland transport from warehouse to port of departure, customs clearance, and other relativity.

Article 2: RESPONSIBILITIES' BOTH PARTIES:

2.1 Party B' s responsibility:

- Providing Business License, Certificate of Copyright, Intellectual Property (IP) for publishing products;
- Providing fully desktop publishing of the content and cover with sound-well technic and quality;
- Inspecting display form, accurate content of cover and in-side content before printing;
- Be liable for Copyright (IP), Party A should not to be liable for any dispute and claim from third party (If any);
- Issueing Letter of attorney for representative of Party B in Vietnam who shall control, process inspection and other relativity.

2.2. Party A's responsibility:

- The in-side pages should be printed paper with quantitative: 58g/m², Whiteness: 78 (approval sample) and the cover should be printed paper: IVORY quantitative: 400g/m² . All pages should be ensured technic and quality;
- Finished products should be packed and filed into heatable glue file;
- Shipping marks: could be printed in carton box with black figures:
- Packing: form 20 ~ 24 books/ box. Package should be consolidated by sticking plaster and band;
- Party A will not take responsibility for processing CD-ROM attached , this CD-ROM belongs to party B.
- Should not print over quantity of order, reproduce and other similar action
- Implementing follows the commitment of Copyright (IP) with party B

Article 3: SHIPMENT:

Party A shall be responsible for exporting finished products on FOB HCM City and a full set of shipping documents must be sent to party B within 3 working days after delivery

- ❖ Delivery time: within 35 days from receiving Publishing License (including holidays) in which the time for application for Publishing License at around 10days
- ❖ Means of transportation : Sea
- ❖ Port of loading: Ho Chi Minh City port
- ❖ Port of Discharge: 2,000 pcs shipped to Amsterdam, Rotterdam (Netherland)
3,000 pcs shipped to Long Beach - USA

Article 4: PAYMENT:

Party B pay to Party A by wire transfer (TTR) into 03 times as follows:

- 4.1. The first payment: equal to 50% / contract value right after Party A shows Publishing License of this contract;
- 4.2. The second payment: equal to 25%/ contract value after 15 days from signing contract;
- 4.3. The third payment: equal to 25%/ contract value after Party A deliver the shipment as foresaid Article 1.1 .

Article 5: COMMITMENT:

- 5.1. Both parties commit to conduct the contract signed;
- 5.2. Any dispute, Both parties shall solve up in spirit of friendly negotiation by which respected right and responsibilities of each party. In case, both parties could not solve the issue the final arbitration shall be settle down by the Laws and International Arbitration of International Chamber of Commerce under The Vietnam Chamber of Commerce and Industry. All expenses occurred by settlement shall be borne by the party who make mistake(s).

Article 6: The contract is made into Vietnamese and English, each party keeps 01 set (Vietnamese and English) and legal equal. In case, contradictory between Vietnamese and English , The Vietnamese is the basic note applied for settlement

ON BE HAFL OF PARTY B

ON BEHAFL OF PARTY A