

Global Business Limited
1-4, Roppongi 4-chome, Minato-ku, Tokyo 106-0032
Japan

E-Mail

Phone No.....

Fax No.....

Messrs. Asian Business Corporation
*****,XXXXX

Date: August 20, 2017

PURCHASE CONTRACT NO.12345

This is to confirm our PURCHASE from you as Seller, and your SALE to us as Buyer, of the under-mentioned Goods subject to all of the TERMS AND CONDITIONS hereunder (including "GENERAL TERMS AND CONDITIONS" attached hereof).

If you find herein anything not acceptable to you, please let us know immediately. Otherwise, these terms and conditions shall be considered as expressly accepted by you.

Description of Goods	Unit Price (per pair)	Quantity	Amount
Canvas upper Sneaker with rubber molded sole	@\$15.00	2,000 pairs	US\$30,000.00 =====

Remarks:-

1. Period of Shipment : NOV/DEC. 2017
2. Trade Terms : FCA Singapore
3. Packing : each pair into an individual box and
24 pairs in carton box
4. Insurance : to be effected by buyer
5. Payment : At sight by an irrevocable letter of credit
6. Special Instructions :

Accepted and confirmed

on _____

As Seller
Asian Business Corporation

As Buyer
Global Business Limited

Name/Signature

Name/Signature

GENERAL TERMS AND CONDITIONS

1. Shipment

Seller agrees to ship the Goods within the period stipulated on the face of the Contract. In the event Seller fails to make timely shipment of the Goods, Buyer may, upon written notice to Seller, immediately terminate the Contract or extend the period for shipment, in either event without prejudice to any of the rights and remedies available to Buyer.

Seller shall notify immediately to Buyer upon completion of loading on the vessel(s) or aircraft(s) stipulated on the face of the Contract the particulars of shipment including the Contract number, vessel's name or flight number, sailing date, loading port, description of the Goods and package, quantity loaded, invoice amount and any other particulars essential to the Contract.

2. Charges/No Adjustment

All taxes, export duties, fees, banking charges and/or any other charges incurred on the Goods, containers and/or documents arising in the country of shipment and/or origin shall be borne by Seller.

The price specified on the face of the Contract shall be firm and final, and not be subject to any adjustment as a result of a change in Seller's cost which may occur due to change in material or labour costs or freight rate(s) or insurance premium(s), or any increase in tax(es) or duty(ies) or imposition of any new tax(es) or duty(ies).

3. Insurance

In the event of CIF or CIP contract, insurance shall be effected by Seller. Such insurance shall be effected at one hundred and ten percent (110%) of the invoice amount, shall be issued by a first class underwriter and shall cover all risks including war risk. Any insurance not set forth herein shall be arranged by Seller whenever requested by Buyer.

4. Trade Terms

All trade terms provided in the Contract shall be interpreted in accordance with the latest Incoterms of the International Chamber of Commerce.

5. Packing

Seller shall pack the goods in strong wooden case(s) or in carton(s), suitable for long distance ocean/parcel post/air freight transportation and for change of climate, well protected against moisture and shocks. Seller shall be liable for any damage of the goods and expenses incident thereto on account of improper packing and/or importer protective measures taken by Seller in regard to the packing.

6. Infringement

Seller is responsible for any infringement with regard to patent, utility model, trademark, design or copyright relating to the goods in Buyer's country. In the event of any dispute with regard to the said intellectual and industrial property rights, Buyer may cancel the Contract. Seller is responsible for and shall defend, reimburse, indemnify and hold Buyer harmless from any and all liabilities, claims, expenses, losses and/or damages sustained thereby.

7. Inspection and Claim

Upon arrival of the Goods at the premises of Buyer, Buyer shall immediately inspect the Goods at its own cost. If Buyer finds that the Goods do not conform to the terms and conditions of the Contract, Buyer will, within thirty (30) days after the date of such arrival, give to Seller a written notice of any claim specifically setting forth its details. Buyer reserves a right of reimbursement by Seller for compensation for such non-conformity.

8. Warranty

Seller warrants the quality, merchantability and fitness of the goods. In the event of any defect in quality, merchantability and/or fitness of the goods or shortage in quantity, Buyer may make a claim in writing with description of such defects or shortage as soon as practicable after the unpacking of the goods at the office, factory, warehouse or other facilities of the final user. In the event of latent defects, such notice shall be sent within a reasonable period after such defects have been found by Buyer.

9. Force Majeure

In the event of prohibition of import, refusal to issue an import license, Act of God, war, blockade, embargoes, insurrection, mobilization or any other action of Government authorities, riots, civil commotions, warlike condition, strikes, lockout, shortage or control of power supply, plague or other epidemics, quarantine, fire, flood, tidal waves, earthquake, lighting, explosion, or any other causes beyond the control of Buyer of Force Majeure, Buyer shall not be liable for any default arising therefrom in performance of the Contract.

10. Default

If Seller fails to perform any provision of the Contract, or is in breach of any terms hereof, or becomes insolvent, Buyer may, by giving a written notice to Seller,

- 1) stop or suspend the performance of the Contract or any other contract(s) with Seller,
- 2) reject the shipment or taking delivery of the Goods,
- 3) cancel the whole or any part of the Contract or any other contract(s) with Seller.
- 4) dispose of the Goods, if delivery has been taken, in such manner as Buyer deems appropriate and allocate the proceeds thereof to the satisfaction of any or all of the losses and damages caused by Seller's defaults.

In any such event, Buyer may recover all losses and damages caused by Seller's default, including but not limited to, loss of profit which would have been obtained by Buyer from resale of the Goods and damages caused to any customer purchasing the Goods from Buyer.

11. No Assignment

Seller shall not transfer or assign all or any parts of the Contract, or any of Seller's rights or obligation accruing hereunder without Buyer's prior written consent.

12. Arbitration

All disputes, controversies or differences arising out of or in relation to the Contract or the breach hereof shall be settled, unless amicably settled without undue delay, by arbitration in Tokyo, Japan in accordance with the rules of procedure of The Japan Commercial Arbitration Association. The award of arbitration shall be final and binding upon both parties.

13. PRODUCT LIABILITY

Seller shall, at its own expense, indemnify and hold harmless Buyer and/or Buyer's customer(s) from any and all losses, damages (actual, consequential or indirect) and related costs and expenses in connection with any defects or alleged defects of the Goods.

14. Entire Agreement

The Contract shall constitute the entire and only agreement between Seller and Buyer with respect to the subject matter hereof and supersede, cancel and annul all prior agreements.

15. Governing Law

The Contract shall be governed by and construed in accordance with the laws of Japan.