

UNIVERSAL TRADING CO., LTD,

Rm 1201-1216 Mayling Plaza, 131 Dongfang, Shanghai, China Zip: 2001120

Tel: 021-58818844 58818766 Fax: 021-58818840

售 货 合 同

SALES CONTRACT

1. 卖方: 环宇贸易有限公司 合同编号
THE SELLERS: UNIVERSAL TRADING CO., LTD. S/C NO.HY98CS004
2. 地址: 中国上海浦东东方路 131 号美陵广场 1201-1216 室 合同日期
ADDRESS: RM 1201-1216 MAYLING PLAZA, 131 DONGFANG ROAD, DATE: MARCH 27 2020
SHANGHAI CHINA.
TEL: 021-58818844; 58818766 FAX: 021-58818840
E-MALL: youngl@www.universal.com.cn
3. 买方:
THE BUYERS: TIVOL PRODUCTS PLC
4. 地址:
ADDRESS: BERSTOFSGADE 48, ROTTERDAM, THE NETHERLANDS
TEL: +(31) 74 12 37 21 FAX: +(31) 74 12 37 37
E-MALL: chila@www.tvl.com.ntl

买卖双方同意按下列条件购进、售出下列商品:

THE SELLERS AGREE TO SELL AND THE BUYERS AGREE TO BUY THE UNDERMENTIONED GOODS ACCORDING TO THE TERMS AND CONDITIONS AS STIPULATED BELOW

商品名称及规格 NAME OF COMMODITY & SPECIFICATION	数量 QUANTITY	单价 UNIT PRICE	总值 TOTAL VALUE
PLUSH TOYS			CIFC3% AMSTERDAM
Art.No.KB0677 New Design Brown Bear	1080sets	USD\$13.35	USD\$14,418.00
Art.No.KB7900 Toy Bear in Sweater	1208pcs	USD\$9.30	USD\$11,234.40
Art.No.KB2273 Charming Pig	4140pcs	USD\$4.70	USD\$19,458.00
Art.No.KC2048 Long Hair Cat	3150pcs	USD\$6.65	USD\$20,947.50
Art.No.KB0278 Plush Twin Bear	1880sets	USD\$13.30	<u>USD\$25,004.00</u>
			USD\$91,061.90

5. 包装:

PACKING: PACKED IN CARTONS OF 8 SETS (KB0677), 8 PCS. (KB7900), 60 PCS. (KP2273), 30 PCS. (KC2048) AND 4 SETS (KB0278) EACH ONLY.

6. 唛头:

SHIPPING MARKS: WILL BE INDICATED IN THE LETTER OF CREDIT.

7. 装船港口:

PORT OF SHIPMENT: SHANGHAI, CHINA

8.目的港口:

PORT OF DESTINATION: AMSTERDAM THE NETHERLANDS

9.装船期限:

TIME OF SHIPMENT: NOT LATER THAN MAY 31ST, 2020.

10.付款条件:

买方应通过买卖双方都接受的银行向卖方开出以卖方为受益人的不可撤销，可转让的即期付款信用证并允许分装、转船。信用证必须在装船前 30 天开到卖方，信用证有效期限延至装运日期后 21 天在中国到期。

TERMS OF PAYMENT: The Buyers shall open with A bank to be accepted by both the Buyers and Sellers an irrevocable transferable letter of credit, allowing partial shipment, transshipment in favor of the Seller and addressed to Sellers payable at sight against first presentation of the shipping document to Opening Bank. The covering letter of credit must reach the Sellers 30 days.

11.保险: 由买方/卖方按发票金额加成 10%投保一切险及战争险。如果买方要求加投上述保险或保险金额超出上述金额，必须提前征得卖方的同意；超出保险费由买方承担。

INSURANCE: To be covered by the Buyers/Sellers for the full invoice value plus 10% against all risks and war risks. If the Buyers desire to cover for any other extra risks besides aforementioned of amount exceeding the aforementioned limited, the Sellers' approval must be obtained beforehand and all the additional premiums thus incurred shall be for the Buyers' account.

12.检验: 由中国商检局出具的品质/重量证明书将作为装运品质数量证明。

INSPECTION: The inspection Certificate of Quality/Weight issued by CCIB shall be taken as basis for the shipping quality/Weight.

13 不可抗力: 因人力不可抗拒事故，使卖方不能在合同规定期限内交货或不能交货，卖方不负责任，但是卖方必须立即以电报通知买方。如果买方提出要求，卖方应以挂号函向买方提供由中国国际贸易促进会或有关机构出具的证明，证明事故的存在。

FURCEE MAJEURE: The Sellers shall not be held responsible if they, owing to Force Majeure causes. Fail to make delivery within the time stipulated in the contract or can't deliver the goods. However, in such a case the sellers shall inform the Buyers immediately by cable. The Sellers shall send to the Buyers by registered letter at the request of the Buyers a certificate attesting the existence of such a cause or causes issued by China Council for the Promotion of International Trade or by a competent Authority.

14 异议索赔: 品质异议须于货到目的口岸之日起 30 天内提出，数量异议须于货到目的口岸之日起 15 天内提出，买方需同时提供双方同意的公证行的检验证明。卖方“将根据具体情况解决异议。由自然原因或船方、保险人责任造成的损失，将不予考虑任何索赔，信用证未在合同指定日期内到达卖方，或 FOB 条款下、买方未按时派船到指定港口，或信用证与合同条款不符，买方未在接到卖方通知所规定的期限内电改有关条款时，卖方有权撤销合同或延迟交货，并有权提出索赔。

DISCREPANCY AND CLAIM: In case discrepancy on quality of the goods is found by the Buyers after arrival of the goods at port of destination, claim may be lodged within 30 days after arrival of the goods at port of destination, while for quantity discrepancy, claim may be lodged within 15 days after arrival of the goods at port of destination, being supported by Inspection Certificate issued by a reputable public surveyor agreed upon by both party. The Seller shall, then consider the claim in the light of actual circumstance. For the losses due to natural cause or causes falling within the responsibilities of the Ship-owners or the Underwriters, the Sellers shall not consider any claim for compensation. In case the Letter of Credit not reach the Sellers within the time stipulated in the Contract, or under FOB price

terms Buyers do not send vessel to appointed ports or the Letter of Credit opened by the Buyers does not correspond to the Contract terms and the Buyers fail to amend therefore its terms by telegraph within the time limit after receipt of notification by the Sellers, the Sellers shall have right to cancel the contract or to delay the delivery of the goods and shall have also the right to lodge claims for compensation of losses.

15 仲裁：凡因执行本合同所发上的或与合同有关的一切争议，双方应友好协商解决。如果协商不能解决应提交中国国际经济贸易仲裁委员会，根据该委员会的有关仲裁程序暂行规则在中国进行仲裁的、仲裁裁决是终局的，对双方都有约束力。仲裁费用除另有裁决外由败诉一方承担。

ARBITRATION: All disputes in connection with the contract or the execution thereof, shall be settled amicable by negotiation. In case no settlement can be reached, the case under dispute may then be submitted to the "China International Economic and Trade Arbitration Commission" for arbitration. The arbitration shall take place in China and shall be executed in accordance with the provisional rules of Procedure of the said Commission and the decision made by the Commission shall be accepted as final binding upon both parties for setting the dispute. The fees, for arbitration shall be borne by the losing party unless otherwise awarded.

卖方：

THE SELLERS: THE BUYERS:
UNIVERSAL TRADING CO., LTD.
SHANGHAI CHINA

买方：

TIVOLI PRODUCTS PLC
ROTTERDAM THE NETHERLAND

李 强 伟