

① 表題

SALES AGREEMENT

② 前文

【頭書き】 THIS AGREEMENT, made and **entered into** as of this day of 【1<sup>st</sup> February 2020】 by and between 【当事者】 PRADO S.p.A, 【法人の設立準拠法】 a corporation organized and existing under the law of Italy with its principal place of business at 【住所】 Via A. Togazzaro, 30 40012 Milan, Italy. (hereinafter referred to as “Seller”), and YOSHIDA Co., Ltd. A corporation organized and existing under the law of Japan with its principal place of business at Nishi-ku Minato Mirai 2-2-1, Yokohama, Kanagawa Japan. (**hereinafter referred to as** “Purchaser”)

WITNESSETH 【説明条項】

**WHEREAS**, Seller is engaged in among other things, the business of producing and distributing Ladies handbags specified in Exhibit 1 attached hereto. (hereinafter the “Product”); and

**WHEREAS**, Purchaser desire to purchase the Products from Seller; and

**WHEREAS**, Seller is willing to sell the Products to Purchaser upon the **terms** and subject to the conditions hereinafter **set forth**;

**NOW THEREFORE**, **in consideration of the premises** and of the mutual covenants hereinafter provided for, the parties hereto agree as follows:

1. Definition 【定義条項】

The following terms, whenever used in this Agreement, shall have the **respective** meanings set forth below:

1.1 “Products” shall mean the products specified in Exhibit 1 to this Agreement;

2. Purchase and Sale 【個別条項】

2.1 Purchase and Sale

Upon the terms and **subject to** the conditions herein contained, Seller agrees to sell the Products to Purchaser and Purchaser agrees to purchase the Products from Seller.

18. Governing Law and Jurisdiction 【一般条項】

② 本体部分

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorised representatives to execute this Agreement on the day and year first above written.

Seller: PRADO S.p.A

Purchaser: YOSHIDA Co., Ltd.

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Mario Rosso

Name: Harumi Yoshida

Title: Executive Director

Title: Executive Director

② 契約書末尾

\*これに、商品の詳しい仕様などを記載した **Exhibit** や **Attachment** と呼ばれる書類が添付されることもある。

売買契約書の例 (売契約の場合)

**CONTRACT OF SALE**

① Maunharf Trading Co., Ltd. (1-2 Otemachi 3-chome, Chiyoda-ku, Tokyo, Japan) as Seller hereby confirms the sale to the undermentioned Buyer of the following goods (the "Goods") on the terms and conditions given below including all those printed on the reverse side hereof, which are expressly agreed to, understood and made a part of this Contract :

⑤ BUYER: New York Papercrafts Corporation 987 Cedar Street, New York, NY 10018 U.S.A.		② DATE: January 8, 20XX	③ NO. MHT-0246/18
		④ REFERENCE NO.	
⑥ DESCRIPTION OF GOODS	⑦ QUANTITY	⑧ UNIT PRICE	⑨ AMOUNT
<b>PAPER ARTICLES</b>			⑩ CIP New York
Kraft Paper in Roll, KP-227 Bleached, 50 x 800cm/roll	1,000 rolls	@US\$13.80/roll	US\$13,800.00
Japanese Washi Paper, JW-099 Unbleached, 150 x 80cm/sheet	4,200 sheets	@US\$18.20/sheet	US\$76,440.00
Graphic Paper in Roll, GP-714 Coated with China Clay 100 x 500cm/roll	500 rolls	@US\$8.70/roll	US\$4,350.00
⑪ Case Mark NYPC in Dia New York MHT-0246/18 C/No. 1- up Made in Japan			
TOTAL:			US\$94,590.00
⑫ Trade Terms : CIP New York			
⑬ Payment made by : Sight Draft under an Irrevocable Letter of Credit in Favor of Seller			
⑭ Expiry of Credit : March 20, 20XX			
⑮ Shipment : Made by March 10, 20XX with Partial Shipments and Transhipment Prohibited			
⑯ Means of Transport : by Ocean Vessel			
⑰ Destination : New York, U.S.A.			
⑱ Packing : To be Seaworthy under Seller's Export Standard Packing			
⑲ Insurance : Covered by Seller for 110% of Invoice Value against All Risks including War and SRCC Risks			
⑳ Other Conditions :			
Accepted by <b>New York Papercrafts Corp.</b>		<b>MAUNHARF TRADING CO., LTD.</b>	
⑳ Signed		㉑ Signed	
Authorized Signature		Authorized Signature	
on ㉒ January 17, 20XX			

## 印刷条項（裏面約款）の例

### GENERAL TERMS AND CONDITIONS

**1. INCREASED COST:** — If Seller's cost(s) of performance is(are) increased after the date of this Contract by reason of increased freight rate(s), tax(es), or other governmental charge(s), or insurance premium(s) for War & S.R.C.C. risks, such increased cost(s) is(are) entirely for Buyer's account.

**2. PAYMENT:** — Buyer shall pay the full contract price plus all banking charges outside Japan, including advising charges regardless of being charged within or outside Japan, and shall not be entitled to offset any of them against the contract price.

(1) If and when Buyer is to establish a Letter of Credit in favor of Seller, such Letter of Credit shall be (i) Irrevocable and Unrestricted (freely negotiable by any bank), (ii) established by a prime bank satisfactory to Seller immediately after the conclusion of this Contract, (iii) valid for a period over 7 days for negotiation after the date of shipment and expire thereafter in Japan, (iv) in strict compliance with the terms and conditions of this Contract, and (v) available for sight draft(s) to cover the full invoice amount.

Failure of Buyer to furnish such Letter of Credit as specified above shall be deemed a breach of this Contract, and Seller, without prejudice to any of the remedies stipulated herein, shall have the option(s) to (i) cancel the whole or any part of this Contract, (ii) defer the shipment of the Goods and hold them for Buyer's account and risk, and/or, (iii) resell the Goods for Buyer's account.

(2) If and when payment is to be made by D/P, D/A, or Remittance, and if Seller has reason to suspect that due and full payment will not be made, Buyer shall, upon Seller's request, furnish adequate assurance/security satisfactory to Seller, or Seller may suspend the shipment of the Goods or stop them in transit in addition to the rights and remedies stipulated in Clause 9 hereof.

**3. SHIPMENT:** — In case of FOB, FCA or any other trade terms under which Buyer has to secure or arrange shipping space, Buyer shall provide the necessary shipping space and give Seller shipping instructions in a timely manner.

In case of CIF, CIP or any other trade terms under which Seller must provide the necessary shipping space, shipment within the time stipulated on the face hereof shall be subject to the availability of shipping space.

The date of the Bill of Lading, Sea Waybill, Air Waybill or any other similar transport documents which indicates that the goods have been taken in charge or received for shipment shall be conclusive evidence of the shipment or delivery.

In case the Goods shall be carried by air, risk of loss of the Goods shall pass from Seller to Buyer upon delivery of the Goods to the carrier or its agent for transportation.

Each lot of partial shipment or delivery, if allowed, shall be regarded as a separate and independent contract.

**4. INSURANCE:** — Where Seller is to effect insurance at its own expense, such as in case of CIF, such insurance shall (i) cover 110% of the invoice amount, (ii) be against marine risks only, and (iii) be Free from Particular Average, F.P.A. (Institute Cargo Clauses) or on equivalent terms.

Any additional insurance requested by Buyer shall be on Buyer's account and its premium shall be added to the invoice amount for which the Letter of Credit/Terms of Payment shall provide accordingly.

If Buyer shall provide insurance under D/P or D/A payment terms, Buyer shall inform Seller of his insurance policy/ certificate number, the name of the insurance company or insurer and other necessary information well in time for the scheduled shipment.

**5. CLAIM:** — Each claim shall be advised by telegram/cable or any teletext transmission to Seller within 15 days after the arrival of the Goods at the destination specified on the face of this Contract or in the transport document.

In addition, each claim shall be confirmed by Seller after arrival in writing to be accompanied by full particulars of the evidence thereof certified by sworn surveyor(s) within 15 days after telegraphing/cabling or any teletext transmitting.

Seller shall have the option in full settlement of such claim to repair the defective goods, replace with conforming goods or repay the purchase price, when shipping documents including B/L are delayed on Buyer's side because of late negotiation with the bank, banking procedures, mailing conditions, etc., the goods shall be delivered at Buyer's expense by the carrier under Buyer's letter of indemnity or guarantee.

In any event Seller shall not be responsible to Buyer for any incidental, consequential, or special damages.

**6. WARRANTY:** — Unless expressly stipulated on the face of this Contract, Seller makes no warranty, express or implied, as to

the fitness and suitability of the goods for any particular purpose and/or merchantability.

**7. PATENT, TRADEMARK, etc.:** —

Buyer shall hold Seller harmless from, and shall waive any claim against Seller for, any liability for infringement of patent, utility model, design, trademark, brand, pattern, copyright, or other industrial and/or intellectual property rights in the Goods whether in the Buyer's country or any other country, provided, however, that Seller shall be liable for any such infringement in Seller's country if the above mentioned rights so infringed are not designated or selected by Buyer.

Nothing herein contained shall be construed as a transfer of any such industrial and/or intellectual property rights in the Goods, and such ownership and right shall be expressly reserved to the true and lawful owner(s) thereof.

**8. FORCE MAJEURE:** — Seller shall not be liable for any delay in shipment or delivery, or non-delivery, of all or any part of the Goods, or for any other default in performance of this Contract due to the occurrence of any event of force majeure (hereinafter referred to as "Force Majeure") including but not limited to, flood, earthquake, typhoon, tidal wave, perils of the sea, fire, explosion or other act of God, prohibition of exportation, embargo or other type of trade control, governmental order, regulation or direction, or quarantine restriction, strike, lockout, slowdown, sabotage, or other labor dispute, war, hostilities, riot, civil commotion, mobilization, revolution or threat thereof, boycotting, accidents or breakdown of machinery, plant, transportation or loading facilities, shortage of petroleum products, fuel, electricity, energy sources, water, other raw materials, substantial changes of the present international monetary system or other severe economic dislocation, bankruptcy or insolvency of the manufacturers or suppliers of the Goods, or any other causes or circumstances directly or indirectly affecting the activities of Seller, manufacturer or supplier of the Goods.

On the occurrence of any event of Force Majeure, Seller may, by giving notice to Buyer, (i) extend the time of delivery/shipment of the Goods or of performance of other obligations arising under the terms of this Contract, and/or (ii) cancel unconditionally the whole or any part of this Contract, and Buyer shall accept such of the above action(s) as Seller may take.

**9. DEFAULT:** — If Buyer fails to perform any other contract with Seller or if Buyer becomes insolvent or bankrupt, or takes any proceedings admitting the inability to pay or meet his obligations, or if Buyer transfers any or all of its business or important assets, or changes his legal status or organization, Seller may, without prejudice to Seller's right and remedies at law, by giving written notice to Buyer, (i) cancel immediately, or reserve the right to cancel, the whole or any part of this Contract or any other contract with Buyer, (ii) delay or suspend shipment or delivery of the Goods, (iii) stop the Goods in transit, (iv) hold and/or resell the Goods for Buyer's account and risk, and/or (v) accelerate any installment or otherwise postponed or deferred payment for shipment already made under this Contract or any other contract with Buyer.

In any such event, Buyer shall be liable to Seller for any loss or damage, direct or consequential, incurred as a result thereof.

**10. NO ASSIGNMENT:** — Buyer shall not transfer or assign the whole or any part of this Contract or any of his rights or obligations accruing hereunder without Seller's prior written consent.

**11. NO WAIVER:** — No claim or right of Seller under this Contract shall be deemed to be waived or renounced in whole or in part unless the waiver or renunciation of such claim or right is acknowledged and confirmed in writing by Seller.

**12. ARBITRATION:** — Any dispute, controversy or difference which may arise between the parties hereto, out of or in relation to or in connection with this Contract, or any breach hereof shall be settled, unless amicably settled without undue delay, by arbitration in Tokyo, Japan in accordance with the Commercial Arbitration Rules of The Japan Commercial Arbitration Association. The award rendered by the arbitrator(s) shall be final and binding upon the parties hereof.

**13. TRADE TERMS & GOVERNING LAW:** —

Trade terms such as FOB, CIF and any other terms which may be used in this Contract shall have the meanings defined and interpreted by INCOTERMS 2020 Edition, ICC Publication No.560, as amended, unless otherwise specifically provided in this Contract.

The formation, validity, construction and performance of this Contract shall be governed by and construed in accordance with the laws of Japan.

出所：財団法人日本貿易関係手続簡易化協会

## 信用状 (例)

① **BANK OF HANOI, LTD.**  
HO CHI MINH BRANCH, VIETNAM

② **IRREVOCABLE CREDIT**

ORIGINAL

③ Place and Date of Issue Ho Chi Minh City, DEC 6, 20XX	④ Credit Number BH-1202310-JP
⑤ Advising Bank TOKYO CITY BANK, LTD. YOKOHAMA BRANCH	⑥ Applicant VIETNAM TRADING CO.,LTD. 100 Nguyen Minh Hoang, Tan Binh District Ho Chi Minh City, VIETNAM
⑦ Beneficiary MAUNHARF JAPAN CORPORATION 2-2-1 Minatomirai, Nishi-ku, Yokohama, Kanagawa, JAPAN	⑧ Amount US\$16,600.00 (SAY US DOLLARS SIXTEEN THOUSAND AND SIX HUNDRED ONLY)
⑨ Latest Shipment JAN 31, 20XX	⑩ Expiry Date and Place for Presentation FEB 10, 20XX, Yokohama, Japan

⑪ Dear Sir(s),

We hereby issue in your favor this irrevocable credit which is available by negotiation of your draft(s) at sight drawn on us bearing the number and date of this credit. The amount of draft for full invoice value, accompanied by the following documents:

- ⑫
- 1 Signed Commercial Invoice in triplicate indicating number of this credit
  - 2 Packing List in triplicate
  - 3 Certificate of Origin in duplicate
  - 4 Inspection Certificate in duplicate
  - 5 Full set of clean On Board Ocean Bills of Lading made out to the order and blank endorsed, and marked FREIGHT PREPAID and showing the above applicant as "Notify Party"
  - 6 Marine Insurance Policy/Certificate in duplicate for 110% of the invoice value endorsed in blank stipulating claims payable in VIETNAM, covering Institute Cargo Clauses (A), Institute War Clauses, Institute S.R.C.C. Clauses

⑬ Covering : PROCESSING MACHINERY AS PER SALES CONTRACT OF MJ0310-01  
Trade Terms: CIP HoChiMinh

⑭ Shipment from: Yokohama to: HoChiMinh	⑮ Partial Shipments Allowed	⑯ Transshipment Prohibited
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Special Conditions;

- ⑰ • Drafts and documents must be presented within 10 days after the date of shipment but within the credit validity.
  - ⑱ • The negotiations under this credit are strictly restricted to the Tokyo City Bank, Ltd.
  - ⑲ • All bank charges outside VIETNAM are for the account of beneficiary.
  - ⑳ • For reimbursement, please reimburse yourselves by drawing sight draft on our Head office A/C with New York Bank, New York, U.S.A.
  - ㉑ • The amount of any draft under this credit must be endorsed on the reverse hereof.
- ⑳ We hereby engage with drawers, endorsers and/or bona fide holders that drafts drawn and negotiated in conformity with the terms of this credit will be duly honored on presentation.

Yours Very Truly,

⑳ *An Dung Vuong*

BANK OF HANOI, LTD.  
AUTHORIZED SIGNATURE

㉑ This credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce, Publication No. 600

## 信用状（例）の大意

① 信用状発行銀行（※輸入者の取引銀行）

**ハノイ銀行**

②

取消不能信用状

ホーチミン支店、ベトナム

原 本

③ 信用状発行日、発行地 20XX年12月6日、ホーチミンシティ	④ 信用状（L/C）番号 BH-1202310-JP
⑤ 通知銀行（※発行銀行のコルレス先） 東京シティ銀行 横浜支店	⑥ 発行依頼人（輸入者） 株式会社ベトナムトレーディング （住所）100 Nguyen Minh Hoang, Tan Binh District ホーチミンシティ、ベトナム
⑦ 受益者（輸出者） 株式会社マウンハーフジャパン 神奈川県横浜市西区みなとみらい2-2-1 日本	⑧ 信用状金額 US\$16,600.00 （一万六千六百米ドル）
⑨ 船積期限 20XX年1月31日	⑩ 信用状有効期限と呈示場所 20XX年2月10日、横浜

⑪ 拝啓、

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⑫ 1 信用状の番号を記載した、署名済み商業送り状（コマーシャルインボイス）3通

2 梱包明細書（パッキングリスト）3通

3 原産地証明書 2通

4 品質検査証明書 2通

5 無故障（clean）船積式（on board）指図式（to the order）の船荷証券を全通、白地裏書（blank endorsed）され、運賃前払い（Freight Prepaid）、着荷通知先（Notify Party）として上記発行依頼人（輸入者）が明記されたもの。

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⑬ 品 名：加工用機械類、売買契約書 MJ0310-01 に基づく

インコタームズ：CIP ホーチミン

⑭ 船積地（積出地）：横浜 仕向地（到着地）：ホーチミン	⑮ 分割船積 可	⑯ 積 替 不 可
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特別条項；

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敬 具  
⑳ Au Duy Vuong

ハノイ銀行  
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