

**CÔNG TY CỔ PHẦN  
XÂY DỰNG 1369**

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Số: 2002/2019/C69/CBTT

**CỘNG HÒA XÃ HỘI CHỦ NGHĨA VIỆT NAM**

**Độc lập – Tự do – Hạnh phúc**

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*Hải Dương, ngày 20 tháng 02 năm 2019*

## **CÔNG BỐ THÔNG TIN**

Kính gửi: - Ủy ban Chứng khoán Nhà nước;  
- Sở Giao dịch Chứng khoán Hà Nội.

- Tên tổ chức: **Công ty Cổ phần Xây dựng 1369**
- Mã chứng khoán: **C69**
- Địa chỉ trụ sở chính: Số 37, 38 phố Dã Tượng, phường Lê Thanh Nghị, Thành phố Hải Dương, tỉnh Hải Dương, Việt Nam
- Điện thoại: 02203.891.898
- Người thực hiện công bố thông tin: Nguyễn Thị Thúy  
Chức vụ: Phó Giám đốc
- Loại thông tin công bố: bất thường

**Nội dung công bố thông tin:**

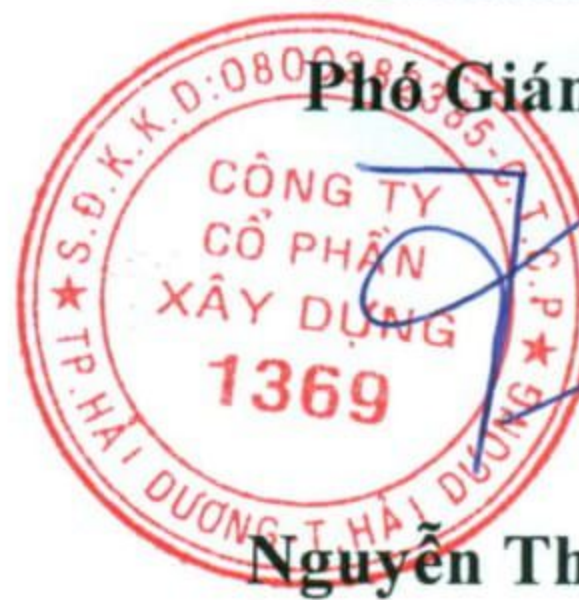
- Ngày 20/02/2019 Công ty cổ phần xây dựng 1369 ký kết hợp đồng xuất khẩu đá vôi với Công ty SHUANG YUAN RESOURCES SDN BHI .
- Giá trị hợp đồng : 8.332.200.000 đồng

Thông tin này đã được công bố trên trang thông tin điện tử của Công ty vào ngày 21 tháng 02 năm 2019 tại đường dẫn: <http://www.cpxd1369.com.vn>

Tôi cam kết các thông tin công bố trên đây là đúng sự thật và hoàn toàn chịu trách nhiệm trước pháp luật về nội dung các thông tin đã công bố./

**KT.Giám đốc**

**Phó Giám đốc**



**Nguyễn Thị Thúy**



**SALES AND PURCHASE CONTRACT OF LIMESTONE**

**Contract No: 20<sup>th</sup> FEBRUARY 2019**

This Contract in two (02) originals covering the sale and purchase of limestone in bulk is agreed on 20<sup>th</sup> February 2019.

**Between: 1369 CONSTRUCTION JOINT STOCK COMPANY**

Address: No. 37, 38, Da Tuong Street, Le Thanh Nghi Ward, Hai Duong City, Hai Duong Province, Viet Nam

*(Hereinafter referred to as "the Seller")*

**And:**

**Between: SHUANG YUAN RESOURCES SDN BHD (Company no. 1257542-M)**

Address: No. 20, Lorong Sj 2/4, Taman Sri Jaya Indah, 26500 Maran, Pahang, Malaysia.

*(Hereinafter referred to as "the Buyer")*

**ARTICLE 1. OBJECT AND DURATION OF THE CONTRACT**

The Seller agrees to sell and deliver, and the Buyer agrees to purchase and receive:

**35,000mts to 40,000mts of limestone in bulk (more and less 10% at the Buyer's option)**

**ARTICLE 2. SOURCE OF SUPPLY**

The limestone to be delivered pursuant to Article 1 will be produced in and Vietnam origin.

**ARTICLE 3. QUALITY**

The quality of the limestone supplied by Seller shall be complied with specifications of attached APPENDIX 1 of this contract.

**ARTICLE 4. UNIT PRICE**

- USD 9.00/MT FOB Cam Pha port, Quang Ninh, Vietnam as per Incoterms 2100

*(In words: nine us dollar per metric ton on FOB term as per Incoterm 2010)*

Seller hereby confirms that under this sales contract the price is net to Buyer and no commission, rebate; discount is paid or will be paid to any person or company.

**ARTICLE 5. PAYMENT**

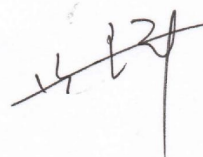
5.1 Payment by 100 percent of cargo value for every single shipment will be effected by US Dollars by one irrevocable at sight Letter of Credit, opened at the Buyer's expense with an internationally recognized bank issued by the Applicant.

Beneficiary : **1369 CONSTRUCTION JOINT STOCK COMPANY.**

Bank Name : Military Commercial Joint Stock Bank - Hai Duong Branch

SWIFT : MSCBVNVX

Account : **2701101773006**



Bank address : No.248, Nguyen Luong Bang street, Hai Duong city, Viet Nam

The Letter of Credit value shall cover quantity of each single shipment of 35,000mts to 40,000mts (+/- 10%), against presentation of the following documents:

**Documents Requested by L/C :**

- + SIGNED COMMERCIAL INVOICE IN 01 ORIGINAL AND 02 COPIES
- + FULL SET OF CLEAN ON-BOARD CHARTER PARTY BILL OF LADING MARKED FREIGHT PAYABLE AS PER CHARTER PARTY OR FREIGHT PREPAID
- + CERTIFICATE OF QUANTITY ISSUED AND SIGNED BY SGS IN 1 ORIGINAL AND 02 COPIES
- + CERTIFICATE OF SAMPLING AND TESTING IN QUALITY ISSUED BY SGS IN 1 ORIGINAL AND 02 COPIES
- + CERTIFICATE OF ORIGIN IN 1 ORIGINAL AND 02 COPIES

5.2. Contents of Bill of lading and Mate's Receipt shall be prepared by the Shipper under confirmation and acceptance of Buyer's representative before shipment date.

5.3. Payment should be made within 5 working days from the date that the documents are presented to Applicant's Bank if all documents without any discrepancy.

5.4. A misspelling or typing error does not affect the meaning of a word or the sentence in which it occurs does not make a document discrepant.

5.5. LC must be received by the Seller in good order and mutual agreed by both parties at least 10 working days before vessel arrival. Seller shall start loading upon their banker confirming receipt of proper LC. Any changes or amendments during loading time will be disregarded.

5.6. All banking charges at Buyer's end are for Buyer's account, all banking charges at Seller's end are for Seller's account. All banking charges at intermediary bank (if any) are for Buyer's account.

**ARTICLE 6. LOADING AND DELIVERY CONDITIONS**

**6.1 Delivery, Risk and Ownership**

The site of loading shall be SBP (safe berth port) Cam Pha port, Quang Ninh, Vietnam. Delivery shall take place as the limestone progressively crosses the vessel's rail when the vessel is at the anchorage place at the site of loading.

Ownership of and risk of loss or damage of the Limestone shall pass to Buyer when delivery takes place at the site of loading. Except as provided otherwise herein, the provisions of INCOTERMS 2010 for FOB sale shall apply.

**6.2 Laycan and Vessel Nomination**

Buyer are to nominate a suitable vessel at least 7-10 days prior to the first mutually agreed layday for the Seller's preparation of cargo, if any new laycan together with vessel nomination, shall notice to Seller and approved by Seller within one working day.



The outreach of the performing vessel's gears must be capable of loading cargo from barges. Suitable grabs shall be provided by the vessel

Ship's agent at loading port shall be advised by Seller option

Laycan at loading port is 3rd -13<sup>th</sup> March 2019

No any demurrage claims within the laycan period at any time. In case the vessel arrives later than the agreed laycan, Buyer shall pay the barge demurrage at the rate of **US Cent 0.05/ M.ton/day**. Demurrage will not be claimed if no barge is floated with limestone. Seller will float the barge after taking approval from buyer. If needed, the Seller can change the loading laycan basis Seller need 10 days' notice to prepare/float cargo.

#### 6.3 Loading Conditions

Seller guarantees one safe anchorage, at the loading site, always afloat, always accessible. Seller guarantees no LOA & beam restriction, draft restriction at 13 meter at Cam Phaport, Quang Ninh Vietnam.

#### 6.4 Loading rate:

Seller guarantees a loading rate of **7,000 tons** at loading site (means the demurrage happens when the loading rate is less than 7,000 mtPwwdShinc and dispatch only claims when the loading rate is more than 7,000 mtPwwdshinc), per weather working day of 24 consecutive hours Sundays and Holidays included (SHINC) except for super holidays, provided nominated vessel provides minimum 4 cranes/derrick of Min 25 SWL each, in full working condition. Super holidays at Loading Port should be determined by BIMCO holidays calendar.

The whole cargo shall be loaded and safely stowed, inside vessel's holds by Seller or his stevedores and crane/derrick operators, free of any risk, expense and liability to the Buyer.

The loading operation will be carried out under the supervision and authority of the Master and his crew.

Buyer guarantees that vessel will provide free use of cranes/ derricks, power and light during 24 consecutive hours.

#### 6.5 Notice of Readiness

(NOR) to be tendered upon vessel's arrival at sea pilot station at the loading point/anchorage ATDN SHINC basis, Monday through Sunday except BIMCO Super Holidays.

#### 6.6 Laytime

Laytime (i.e. Loading time) shall commence 12 hours after the time at which Master's notice of readiness is served unless sooner commenced, whether the vessel is in berth or not and in free pratique or not. After commencement of laytime any time lost by the vessel in waiting for berth shall also count as loading. Once on demurrage, all time to count as laytime. Laytime to count until completion of loading cargo at loading port.

NOR may be tendered prior to the first day of laycan. In this case, laytime is to commence at 0800hrs on the first layday unless sooner commenced.

Buyer shall instruct the vessel to give Ship's Agent appropriate notice of the vessel's expected time of arrival ("ETA") 7,5,4,3,2 and 1 day prior to arrival.

Any damage caused to the vessel by stevedores used to load the vessel shall be settled by Seller's stevedores directly with the ship owner or its agent. Seller shall assist to settle any damage claim before vessel leaves loading point/site.

Time used for any shifting the vessel within anchorage area, if applicable, shall NOT count as laytime or for demurrage, unless if it is due to vessel's / crew's default. Any overtime cost shall be for the account of the party ordering the same.

The first opening and the last closing of hatches including the removal of beams, if applicable, at loading point to be for the Buyer's time, risk and expenses.

The Seller shall appoint **SGS VIETNAM** to inspect the holds conditions upon vessel's arrival at loading point at the Seller's cost. Before loading vessel's, holds should be cleaned and dried to the independent Surveyor's satisfaction, which shall not be unreasonably withheld. In case that the appointed surveyor determines that the holds are not sufficiently cleaned or dried, the Buyer shall be responsible for cleaning and drying the holds, and the time used to clean/dry or re-inspection of the holds not to count as laytime.

Laytime to stop counting when the loading of the limestone has been completed or when seller's loading equipment and labor has been removed from the vessel or after the final draft survey has been performed, whichever occurs last.

Unless otherwise agreed, GENCON Charter Party 1994 applicable to the loading of cargo shall apply

#### 6.7 Demurrage/Despatch

If the time taken for loading exceeds the laytime allowed, Seller shall pay Buyer demurrage in respect of such excess time at the rate as informed with every ship nomination, such rate to be determined in United States Dollar per 24 hours (or pro rata for part thereof).

Buyer shall pay Seller despatch in respect of such time saved at the rate half of demurrage rate as informed with every ship nomination, such rate to be determined in United States Dollar per 24 hours (or pro rata for part thereof). Demurrage and dispatch to be settled within 15 (fifteen) working days after calculation is mutually admitted as correct, accordingly to the customary supporting documents (laytime calculations, NOR, Statement of Facts) duly signed by shipmaster, vessel's agent and shipper at loading port.

Demurrage/Despatch rate: To be advised at the time of vessel nomination.

### ARTICLE 7. QUALITY AND QUANTITY OF GOODS

#### 7.1. Quantity

In order to determine the quantity loaded onto the vessel for this shipment Seller shall appoint **SGS VIETNAM** to carry out a Draft Survey of the vessel at the loading point, both prior to loading and upon completion. Surveyor shall issue CERTIFICATE OF WEIGHT in 1 original and 2 copies certifying the quantity shipper as per the Bills of Lading.

#### 7.2. Quality

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In order to determine Quality of cargo loaded, seller shall appoint **SGS VIETNAM** at Seller's cost to conduct quality test of goods by drawing sample from barges and shall do the test in lab and issue the **CERTIFICATE OF SAMPLING AND QUALITY**.

**Sampling instructions:**

The Seller will appoint on its account an independent surveyor to perform the sampling during loading the shipment. The Seller shall ensure that **SGS VIETNAM** will make a composite sample in according to ASTM method. The composite sample shall be split into four (4) samples of at least ten (10) kgs placed in suitable airtight and waterproof plastic bags, sealed and signed by the surveyor. The sample bags will be marked by the surveyor with the date of shipment and name of vessel, and the name of the producer/miner. The four (4) samples will be promptly distributed by the surveyor as follows.

- One ten (10) kg sample of cargo will be kept under custody during three (3) months **SGS VIETNAM**, who prepares the sampling report at the disposal of the Buyer.
- One ten (10) kg sample will be used by the Surveyor for testing and issuance of the Certificate of Quality.
- One ten (10) kg sample will be used by the Seller for testing and issuance of the Quality Certificate.
- One ten (10) kg sample will be handed to vessel representative to pass to Buyer for testing and issuance of the Quality Certificate.
- The costs for sampling, testing and dispatch shall be for the account of Seller

**ARTICLE 8. QUALITY CLAIMS**

8.1 Buyer must advise Seller if the quality is not in accordance with the specifications as per Article 3.

8.2 Such notice must be given not later than thirty (30) days after Bill of Lading date for Buyer and Seller to minimize the damages and expenses and to propose and agree on a proceeding to remedy the problem.

8.3 In the case of claim on quality, the international independent surveyor at the load port will send the sample kept by it to an Independent Laboratory mutually agreed by the Buyer and the Seller for testing for its conformity with specification mentioned in Appendix A of this contract.

8.4 If the results of the Independent Laboratory are in accordance with the agreed specifications, all costs for sending and testing the sample shall be borne by the Buyer; if these results shall specify non-compliance with the contractual specifications, all costs for sample sending and testing shall be borne by the Seller and Seller shall compensate the loss of Buyer.

8.5 In the case of non-agreement about the quality claim, Article 14 of this contract applies.

In order to determine the quality of each shipment, the parties agree that an assessment will be made by Seller according to the respective specification standards or testing methods and that the quality assessment will be stated in a Certificate of Analysis issued by Seller/Manufacturer. Cost on Seller's account.

**ARTICLE 9. TAXES, DUTIES AND WHARFAGE**

Any taxes or duties on the limestone at the loading port shall be borne by the Seller.

Any taxes or duties on the limestone at the discharging port shall be borne by the Buyer.

#### **ARTICLE 10. FORCE MAJEURE**

If, because of Force Majeure, either Seller or Buyer is unable to carry out any of its obligations under this Contract, and if such party promptly gives to the other written notice of such Force Majeure, then, except for payments due and owing, the obligations of the party giving the notice shall be suspended to the extent made necessary by the Force Majeure and during its continuance.

The party giving the notice shall make all reasonable efforts to remove the Force Majeure and to resume its performance hereunder, with all reasonable dispatch. Neither party shall be required to remove any such Force Majeure or to replace the affected supply or facility if it shall involve additional expense or a departure from its normal practices.

As used herein, "Force Majeure" means any cause beyond the reasonable control of the party giving the notice including but not limited to hostilities, military operations of any nature, acts of public enemies, civil commotions, sabotage, strikes, lockout, fire, floods, quarantine restrictions, war - whether declared or not - or warlike events, acts of God, acts of government (including but not limited to prohibition of exports and imports).

In the event of Force Majeure, the date(s) of fulfillment of any obligations shall be postponed for such time as the said circumstances shall continue, and any waiver/extension of time in respect of delivery of any part of the consignment shall not be deemed to constitute a waiver/extension of time in respect of the remaining deliveries and if the duration of such circumstances exceeds three (3) months, each party shall have the right to refuse further performance of the Contract, in which case the Contract shall terminate and neither party shall have any further obligations hereunder except for payment of money outstanding and the settlement of any Claims made prior to the occurrence of Force Majeure.

#### **ARTICLE 11. NON-PERFORMANCE CLAUSE**

If either Seller or Buyer fails to perform the shipments part or full under this contract unless the failure is caused by the Force Majeure condition, the non-performing party shall pay for any and all losses, costs, expenses and liabilities incurred or suffered arising from or in connection with such failure by the non-performing party but not exceeding 10% of contract value of the non performed quantity.

#### **ARTICLE 12. INTERPRETATION**

The International Rules of the Interpretation of Trade Terms known as Incoterms 2010 and as amended shall apply to this Contract.

#### **ARTICLE 13. GOVERNING LAW**

The validity, interpretation and performance of this Contract shall be governed by the laws of Vietnam.

#### **ARTICLE 14. TERMINATION**

13.1 If either party shall default in performance of any of the covenants or obligations imposed under this Contract, the party not in default may, as its options, terminate the Contract by proceeding as hereinafter set forth.

13.2 The party not in default may give written notice to the defaulting Party, stating specifically the nature of the default and the cause of terminating this Contract if such default is not remedied thereupon, the defaulting party shall have thirty (30) days after receipt of the notice in which to remedy or remove the cause or causes set forth in said notice. In the event that the defaulting party does not so remedy or



remove the cause or causes with thirty (30) days, the party not in default may immediately terminate this Contract at the end of such thirty (30) days without the need of further notice.

13.3 Any termination under this Article 13 shall be without prejudice to any other rights or remedies of the non-defaulting party hereunder or as provided by law. The failure of either party to exercise the right of termination contained in this Article 13 on any default shall not constitute a waiver of such party's rights upon any subsequent default.

#### **ARTICLE 15. ARBITRATION**

Both parties will make every effort to settle in an amicable way any dispute in connection with the interpretation or execution of this Agreement.

Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof, shall be settled by arbitration in Singapore accordance with the UNCITRAL Arbitration Rules as at present in force and the place of arbitration shall be in Singapore at Singapore International Arbitration Centre (SIAC). There shall be only three arbitrators. The arbitration shall be in the English language, in accordance to the laws of Singapore law. The Arbitration award shall be final and binding for both parties and can be executed also under Singapore law and practice.

#### **ARTICLE 16. INDEMNITY AND WARRANTIES**

Each party shall defend, indemnify and hold the other, its successors and assigns, harmless from and against any fines, penalties, charges or expenses, imposed on or incurred, for violations of any law, ordinance or regulation caused by an act or omission, whether negligent or otherwise, of said party's officers, directors, agents, servants, and employees or otherwise under it.

Each party shall defend, indemnify and hold the other harmless from and against any claims, losses, liabilities, suits, liens, and expenses (including those of the parties, their agents and employees) for death, personal injury, property damage or any other injury or claim arising out of said party's business and in any manner related to said party's performance of this Contract.

#### **ARTICLE 17. NOTICES**

All notices which may be given hereunder shall be given by, facsimile, certified mail, courier, or registered letter, duly addressed to Seller or Buyer.

#### **ARTICLE 18. ENTIRE AGREEMENT; AMENDMENT; WAIVER**

This Contract represents the entire understanding and contract between the parties with respect to the subject matter thereof and supersedes all prior negotiations, representations and contracts made by and between such parties (other than written contracts and other documents entered into or delivered pursuant hereto or in connection herewith).

This Contract may be amended, supplemented or changed, and any provision hereof may be waived, only by a written instrument making specific reference to this Contract signed by the parties hereto. A waiver by any party of any breach or default hereunder by any other party shall not operate as a waiver of any other breach or default, whether similar to or different from the breach or default waived.

#### **ARTICLE 19. ARTICLE HEADINGS**



The Article headings in this Contract are for reference only and shall not be considered a part of or used in the interpretation of this Contract.

All notices which may be given hereunder shall be given by, facsimile, certified mail, email, courier, or registered letter, duly addressed to Seller or Buyer at the following address:

Seller

**1369 CONSTRUCTION JSC**

Address: No: 37/38, Da Tuong Str, Le Thanh Nghi Ward, Hai Duong City, Hai Duong Prov, Vietnam

Contact: Mr. Le Long (Kevin)

Assistant

Tel: +84 989 416 501

Email: [lelonghd@gmail.com](mailto:lelonghd@gmail.com)

Buyer

**SHUANG YUAN RESOURCES SDN BHD**

Address: No. 20, Lorong Sj2/4, Taman Sri Jaya Indah, 26500 Maran, Pahang, Malaysia.

Director: Mr Zhang Hui

Person In Charge: MsShanee Heng Xui Shan

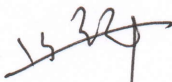
Tel: +660125300135

Email: [shanee\\_heng@yahoo.com](mailto:shanee_heng@yahoo.com)

**ARTICLE 19. ASSIGNMENT**

Any assignment of this Contract wholly or in part by either party without written consent of the other party shall be void.

(As Buyer)



MR. ZHANG HUI  
Director

**SHUANG YUAN RESOURCES SDN BHD**  
(1257542-M)  
No 6, Lorong Seri Setali 106,  
25300 Kuantan,  
Pahang Darul Makmur

(As Seller)



MR. LE ANH LUAN  
Director

#### APPENDIX 1.SPECIFICATION

	Items	Unit	Testingmethod	Chemical Analysis
ChemicalProperties	CaO	%	ASTM	53.00 MIN
	MgO	%	ASTM	N/A
	SiO2	%	ASTM	1.5 MAX
Particulatesize	30-80mm	%	BySieve	90.00

#### APPENDIX 2- LIQUIDATED DAMAGES FOR SPECIFICATION UNCONFORMITY

If the Actual result (%) of any elements of the delivered limestone is out of upper or lower limit of the specification as in the Appendix 1 of this contract, Amount calculated from the following formula shall be applied for reduction of the UNIT PRICE for the payment of this shipment, but the total deduction shall not exceed 10% total value of the shipment.

- **For CaO:** If the CaO is less than 53.0, STONE WILL BE REJECTED

- **Forsizedistribution:** The maximum limited for Undersize (<30mm) and Over Size (>80mm) in combined is 10%, in the event that combined Over Size and Under Size exceeding 10%, price reduction of USD0.10 per ton will applied on every 1% exceeding the limited.