

SOCIALIST REPUBLIC OF VIETNAM
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Cơ quan:
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NƯỚC VÀ
MÔI TRƯỜNG
VIỆT NAM -
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Thời gian ký:
21.10.2026
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CONTRACT (DRAFT)
FOR THE SALE AND PURCHASE OF LIQUIDATED ASSETS
No.: 110/HĐMB-2026/VIW-VNCN

- Pursuant to the Civil Code promulgated by the National Assembly of the Socialist Republic of Vietnam on 24 November 2015;

- Pursuant to the Commercial Law promulgated by the National Assembly of the Socialist Republic of Vietnam on 14 June 2005;

- Based on the needs and capabilities of the Seller and the Buyer.

Today, on 1 October 2026, at No. 48 To Huu Street, Dai Mo Ward, Hanoi, we comprise:

PARTY A: VIETNAM WATER AND ENVIRONMENT INVESTMENT CORPORATION – JSC (THE SELLER)

- Representative: **Mr. Nguyen Hai Dang**
- Title: General Director
- Address: No. 52 Quoc Tu Giam Street, Van Mieu – Quoc Tu Giam Ward, Hanoi/Transaction Office: No. 48 To Huu Street, Dai Mo Ward, Hanoi
- Telephone: (024) 37472 982
- Account No.: 0021168989889 at Military Commercial Joint Stock Bank – Transaction Office 1
- Tax code: 0100105976

PARTY B: (THE BUYER)

- Representative: **Mr.**
- Title:
- Address:
- Telephone:
- Account No.:
- Tax code:

Party A and Party B have discussed their respective rights and obligations and (hereinafter collectively referred to as the “Parties”) agree to enter into this Contract for the Sale and Purchase of Liquidated Assets on the following terms and conditions:

Article 1. Quantity, Type, Unit Price and Contract Value

Party A shall sell to Party B the liquidated materials (hereinafter referred to as the “Assets”) in the following quantities and types:

I. VARIOUS TYPES OF STRUCTURAL STEEL								
No.	Description	Specifications	Unit	Size (m)	Quantity	Total length (m)	Unit weight (kg/m)	Total weight (kg)
A	Triangular truss 25 × 1.5 m							

1	Top chord	Galvanized box steel 60×60×1.4 mm	m	25.18	6	151.08	2.56	386.76
2	Bottom chord	Galvanized box steel 60×60×1.4 mm	m	25.00	6	150.00	2.56	384.00
3	Bracing member	Galvanized box steel 40×40×1.4 mm	m	34.35	6	206.10	1.69	348.31
B	Posts, purlins and bracing							
1	Steel post D113.5	Galvanized pipe D113.5×1.8 mm	m	2.90	14	40.60	4.96	201.38
2	Steel post D75	Galvanized pipe D75×1.8 mm	m	2.90	8	23.20	3.28	76.10
3	Roof purlins	Galvanized box steel 40×40×1.4 mm	m	16.00	30	480.00	1.69	811.20
4	Wall bracing	Galvanized box steel 40×40×1.4 mm	m	4.00	29	116.00	1.69	196.04
	Wall bracing	Galvanized box steel 40×40×1.4 mm	m	7.00	18	126.00	1.69	212.94
5	Total weight of steel structure (kg)							2,616.73
6	Unit price (VND/kg)							11,000
7	Amount (VND)							28,783,984
	TOTAL I (VND)							28,783,984
II. VARIOUS TYPES OF ROOFING SHEETS								
No.	Description	Specifications	Unit	Quantity	Unit price (VND/m²)	Amount (VND)		
1	Insulated roofing sheets	11-wave cool-roof sheet, 0.4mm thick	m²	695.980	50,000	34,799,000		
2	Standard roofing sheets	Galvanized sheet, 0.4 mm thick	m²	135.5110	35,000	4,742,885		
	TOTAL II (VND)							39,541,885
III	GRAND TOTAL (VND) = TOTAL I + TOTAL II							68,325,869

III. CONTRACT VALUE

- **Contract value before VAT: VND 68,325,869**
- **VAT at 10%: VND 6,832,587**
- **Contract value inclusive of VAT: VND 75,158,456**

In words: Seventy-five million, one hundred fifty-eight thousand, four hundred fifty-six Vietnamese dong (inclusive of VAT).

Article 2. Payment

- Payment method: Bank transfer.
- Payment currency: Vietnamese dong (VND).
- Party B shall pay Party A 100% of the Contract value no later than five (5) working days from the date of signing this Contract and before taking delivery of the Assets.
- If, after five (5) working days from the signing date, Party B has not paid Party A the full 100% of the Contract value, Party A shall have the right to unilaterally terminate this Contract. Party B shall have no further rights and shall not be entitled to make any claim concerning this Contract. In such case, this Contract shall automatically be liquidated.

Article 3. Time and Place of Handover

- Handover time: Within a maximum of five (5) days after Party B has paid Party A 100% of the Contract value.
- Place of handover: Party A's warehouse.

Article 4. Responsibilities of the Parties

1. Responsibilities of Party A

- Hand over the Assets to Party B within the time specified in Article 3 of this Contract.
- Provide invoices and supporting documents to Party B in accordance with applicable regulations.

2. Responsibilities of Party B

- Accept the Assets in their existing condition and sign the Asset Handover Record with Party A.
- Pay Party A within the time limit specified in Article 2 of this Contract.
- Bear the costs of dismantling, loading and unloading, and transporting the Assets away from Party A's handover location, as well as any other related costs (if any).

Article 5. Confidentiality, Compliance With Laws, Regulations, Contractual Obligations and Company Policies

- The Parties agree under this Contract to keep the Contract Information confidential and to use it only for inspections and audits by state management authorities, the Parties' internal inspections and audits, strengthening the partnership and/or furthering the objectives of the partnership. The Contract Information shall not be used for any other purpose or disclosed to any third party without the other Party's written consent. Each Party shall protect the other Party's Information to the same degree as it protects its own confidential information and shall restrict access to employees, representatives or advisers who need access to the Confidential Information for the purposes stated herein.
- Each Party shall notify the other Party or Parties in writing of any actual or potential misuse of Contract Information of which it becomes aware.

- All Contract Information, including copies, shall be returned immediately or confirmed by the other Party as destroyed within ten (10) working days after (i) a request is made; or (ii) this Agreement between the Parties expires or is terminated.

- For the purposes of this Contract, "Information" means all information or materials disclosed by one Party to the other that may reasonably be understood, based on annotations or markings, the circumstances of disclosure or the nature of the information itself, to be proprietary and confidential to the disclosing Party. This includes, without limitation, compliance data and information, company policies, personnel data, contract information, operating methods, software, trade secrets, inventions, initiatives, other intellectual property and financial information. Contract Information includes any potential transactions, the objectives of such transactions, and all information and data relating to them. Contract Information may be disclosed in writing, in other tangible form, electronically, visually, orally or in any other form.

- Contract Information does not include information that (i) was discovered or created by the receiving Party before it was provided by the disclosing Party; (ii) is or subsequently becomes public through no fault of the receiving Party; (iii) is obtained by the receiving Party through other lawful means independent of receipt from the disclosing Party; or (iv) is disclosed by the receiving Party after obtaining the other Party's written consent. The Parties acknowledge that Contract Information may be required to be disclosed under applicable law, a court order, government regulations, agency rules or the rules of a funding organization. In such circumstances, the disclosing Party shall provide only the portion of the Contract Information that, after consulting its advisers, it believes is required to be disclosed under the applicable regulations.

- The Parties agree to comply with all relevant laws and regulations and contractual obligations, including, without limitation, those relating to fraud, corruption, collusion and coercive practices.

- The Parties agree to comply with their respective relevant policies, including, without limitation, the policies set out in their own Code of Conduct and Integrity Compliance Program.

- If either Party does not have relevant integrity policies, that Party agrees to comply with the policies set out in the other Party's Code of Conduct and Integrity Compliance Program.

- Any breach of any provision of this Article shall be considered a material breach. The non-breaching Party shall notify the breaching Party within five (5) working days after discovering the breach. The breaching Party shall have ten (10) working days to remedy the breach. If the breach is not remedied, the entire Contract may be terminated at the discretion of the non-breaching Party.

- The Parties agree not to request or engage in any conduct contrary to the provisions set out herein. If, at any time, one Party is expressly requested to engage in conduct that breaches this Article, or is otherwise considered to be unethical, the other Party shall refuse. If the matter cannot be resolved after an explanation has been provided, the other Party may terminate the Contract.

Article 6. General Provisions

- This Contract shall take effect from the date of signing.

- After Party B has received all the Assets from Party A, if neither Party raises any claim or outstanding issue within five (5) days, this Contract shall expire and be automatically liquidated.

- The Parties undertake to duly perform all terms and conditions agreed and signed in this Contract. If any difficulty arises during performance, the Parties shall meet and discuss a resolution. If the Parties cannot resolve the matter through negotiation, it shall be referred to a competent court in Hanoi for settlement. The court's decision shall be final, and the breaching Party shall bear all court fees.

- This Contract is made in four (4) originals of equal legal validity, of which Party A retains two (2) originals and Party B retains two (2) originals.

FOR AND ON BEHALF OF PARTY A

FOR AND ON BEHALF OF PARTY B

