

## **EXHIBIT III**

### **SHIPPING DOCUMENT, PACKING AND MARKING REQUIREMENT**

*(Will be finalized before Contract award)*

#### **A. DELIVERY NOTICE AND DOCUMENTS**

Shipment notice shall be sent to the CLIENT by cable or telex or fax as soon as possible, but not later than 15 (fifteen) working days after sending the commodities (B/L date) and contain the following information regarding the shipment:

- a. Contract / Fax number.
- b. Name of commodities, quantities and value.
- c. Number of cases, packages, gross weight, and measurement.
- d. Bill of Lading number, date.
- e. Port of departure, estimated time of departure (ETD), estimated time of arrival (ETA) to Vung Tau ward, Ho Chi Minh city, S.R.VIETNAM.

The documents required belonging to the GOODS to be delivered on the basis of DAP CLIENT's warehouse, PTSC Downstream Port, Vung Tau ward, Ho Chi Minh city, S.R. Vietnam - INCOTERMS 2010/2020 shall be as follows:

1. Clean on board Bill of Lading made out to order of Applicant marked "freight prepaid" (full set).
2. Packing list (full set).
3. C/O by The Chamber of Commerce or Manufacturer's Federation in Manufacturer's/ Exporter's country (01 Original)
4. Certificate of Quality or Certificate of Compliance issued by Manufacturer or Manufacturer's branch in Exporter's country (01 original)
5. Certificate of Guarantee: 12 months from the date of Receipt Protocol (01 original)
6. Signed Commercial Invoice with itemized and total prices issued by CONTRACTOR (02 originals and 01 copies).

When delivering GOODS at CLIENT's base or warehouse, the Deliverer or Forwarder of CONTRACTOR shall provide CLIENT with the Power of Attorney signed by Legal Representative of CONTRACTOR.

Payment Supporting Documents shall include the above mentioned items (from item 1 to item 06) and the following documents (01 original):

1. Letter of Payment Request
2. GOOD'S Delivery and Acceptance Protocol

#### **B. PACKING**

##### **1. General**

- 1.1 This specification outlines the minimum requirements for the packaging and protection of materials and equipment for secure transport to and storage at overseas locations.
- 1.2 The CONTRACTOR may use his own packaging and protection methods only when he considers them equal or superior to those outlined in this specification.

## 2. Responsibilities

- 2.1 Responsibility for the supply and application of packaging / protection for all transit and storage need rest with the CONTRACTOR named on the Purchase Contract regardless of any subcontractors or suppliers used. This specification in no way limits the CONTRACTOR's responsibility.  
If the CONTRACTOR considers it necessary to take further precautions to ensure secure transit and storage CONTRACTOR is obliged to do so.
- 2.2 If the CONTRACTOR named on the Purchase Contract subcontracts part of the order, he must pass this specification and any additional requirements contained in the Purchase Contract on to the subcontractor and so advise the CLIENT.
- 2.3 The CONTRACTOR shall ensure that all material used for packaging / protection complied with applicable laws and regulations of any jurisdiction the package may enter.
- 2.4 The CONTRACTOR shall be debited any costs incurred by the CLIENT due to the CONTRACTOR not having complied with the required SPECIFICATIONS, or any modifications approved by the CLIENT.
- 2.5 Loads that have been roughly treated or damaged in transit to the final destination shall be reinserted to the original purchase specifications at Carrier's expense.  
If the damage was caused by insufficient packaging and/or protection being applied by the CONTRACTOR, then inspection and repair costs may be levied upon the CONTRACTOR.

## C. MARKING

- The GOODS shall be packed in sufficiently durable packing material to withstand overseas shipment and tropical conditions and also to ensure against handling at both ends.
- The detailed packing list shall be enclosed in each package to be shipped.
- All packing lists shall be in the English language.
- Port of Destination: PTSC Downstream Port, Vung Tau ward, Ho Chi Minh City, S.R. Vietnam
- Markings shall be as follows:
  - (i) In case of part, all parts shall be identified legibly by tags or inscription in indelible ink. When metal tags are used, they must be rustproof.
  - (ii) Consignee and Markings:
    - Consignee: Contractor/Client
    - Add:
    - Tel: ...../ Fax: .....
    - Contract No.: PVEPNCS-26-.....
    - Port of Shipment: .....
    - Port of Discharge: .....

In addition, each package shall be marked to show:

- (i) Brief description of contents
- (ii) Net Weight of contents
- (iii) Gross Weight of contents
- (iv) Dimensions
- (v) Invoice Number

All packages or containers shall be numbered by the CONTRACTOR to designate the package number and total number of packages being shipped. Other packages in respect of dangerous, inflammable and fragile GOODS and etc. (if applicable) shall in addition to the above, bear marking in accordance with the regulations of the shipping and insurance organization concerned.