|  |  |
| --- | --- |
|  HCMC UNIVERSITY OF TECHNOLOGY & EDUCATION**FACULTY OF FOREIGN LANGUAGES****DEPARTMENT OF BUSINESS ENGLISH** | **ENGLISH FOR INTERNATIONAL BUSINESS CONTRACTS****FINAL TEST**Course code: EIBC330237**TERM II – SCHOOL YEAR: 2024-2025**Test date: **26/05/2025**The paper has 42 questions, on 12 pages.Duration: 60 minutes **No material is allowed.** |
| Invigilator 1 | Invigilator 2 |
| Marker 1 | Marker 2 |
| Raw score: | Raw score: |
| **Converted score** | **Converted score** | **Student’s name:** **Student ID No.:** **Ordinal No.:** **Room:**  |
|  |  |

|  |  |
| --- | --- |
| **Guidelines for multiple choice questions:*** **C** is chosen
* **A** is chosen instead of **C**
* **C** is chosen instead of **A**
 | **Description: Description: Chon copy** |

**ANSWER KEY**

**PARTS I & II**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **1** | A | **B** | C | D | **9** | A | **B** | C | D | **17** | A | B | **C** | D | **25** | writing | **33** | A | B | C | **D** |
| **2** | **A** | B | C | D | **10** | A | **B** | C | D | **18** | A | **B** | C | D | **26** | shall not be held liable | **34** | **A** | B | C | D |
| **3** | A | **B** | C | D | **11** | A | B | **C** | D | **19** | A | B | **C** | D | **27** | upon | **35** | A | **B** | C | D |
| **4** | A | B | **C** | D | **12** | A | **B** | C | D | **20** | A | B | C | **D** | **28** | be made | **36** | **A** | B | C | D |
| **5** | **A** | B | C | D | **13** | A | **B** | C | D | **21** | constitutes | **29** | Should | **37** | A | B | C | **D** |
| **6** | A | **B** | C | D | **14** | A | B | **C** | D | **22** | hereto | **30** | in effect | **38** | A | **B** | C | D |
| **7** | A | B | **C** | D | **15** | A | **B** | C | D | **23** | hereof | **31** | A | **B** | C | D | **39** | A | B | **C** | D |
| **8** | **A** | B | C | D | **16** | A | **B** | C | D | **24** | nor may | **32** | A | B | **C** | D | **40** | A | B | C | **D** |

**PART III:** SUGGESTED ANSWERS

TASK A:

1. Việc thanh toán toàn bộ Giá Mua của Nhà Phân Phối đối với các Sản phẩm /(bao gồm mọi chi phí vận chuyển, thuế hoặc các chi phí áp dụng khác mà Nhà Cung Cấp đã thanh toán trước nhưng do Nhà Phân Phối chịu trách nhiệm) /sẽ được Nhà Phân Phối thực hiện cho Nhà Cung Cấp theo các điều khoản tại Mục 7.9,/ và thanh toán sẽ được thực hiện bằng chuyển khoản, séc hoặc công cụ thanh toán khác được Nhà Cung Cấp chấp thuận. /Việc thanh toán sẽ được thực hiện bằng đô la Mỹ /và bao gồm tổng số tiền bằng với Giá Mua của Nhà Phân Phối cho các Sản phẩm/ cộng với tất cả các loại thuế, chi phí vận chuyển và các khoản phí khác mà Nhà Phân Phối phải chịu. /Tất cả các khoản phí chuyển đổi, lãi suất, phí ngân hàng, phí thu nợ và các khoản phí khác sẽ do Nhà Phân Phối chi trả. /Nhà Phân Phối cũng phải thanh toán tất cả các chi phí và lệ phí /(bao gồm cả phí luật sư hợp lý) mà Nhà Cung Cấp phải trả để thực hiện và bảo vệ các quyền của mình.
2. The Seller shall be responsible for delivering the goods on board the vessel nominated by the Buyer at the agreed port of shipment, /in accordance with the **FOB (Free on Board)** term under Incoterms® 2020./ Once the goods have been loaded onto the vessel, all risks and costs related to the goods shall transfer to the Buyer. /

The Seller shall bear the cost of domestic transport to the port, /handle export customs clearance, /and ensure the goods are delivered in the quantity and quality specified in the contract. /The Buyer shall be responsible for ocean freight, insurance (if applicable), /and any subsequent costs after the goods are loaded on board./

The expected delivery date shall be [specific date or time frame]. /Any delay or non-compliance with the FOB terms may constitute a breach of contract./

**TASK B:**

Clause one:

Answer:
No, the termination was not valid.

Explanation:
According to the clause, the non-defaulting party must provide written notice clearly identifying the breach and allow 30 days for remedy. An informal complaint email does not satisfy these formal requirements. The seller’s immediate termination is premature and not legally enforceable under this clause.

Clause two

Answer:
Yes, the client is justified.

Explanation:
This clause prohibits any transfer or delegation of contractual duties without prior written consent. The subcontract was unauthorized and therefore null and void under the terms of the agreement. The client is not obligated to pay for work carried out in breach of this condition.

Clause three

Answer:
Yes, the buyer is within their rights.

Explanation:
This clause makes punctuality a fundamental condition (“time is of the essence”) and states that past tolerance does not waive the right to enforce deadlines. Therefore, even though the buyer had previously accepted late deliveries, they can now treat the delay as a material breach and seek both termination and damages.

Clause four

Yes, the Seller has the right to refuse the refund.

The clause requires the Buyer to notify the Seller within ten (10) days of discovering any defect. In this scenario, the Buyer waited fifteen (15) days after discovering the faulty wiring to send the notification. This exceeds the contractual notification period, breaching a condition precedent to invoking the warranty.

The clause expressly limits the Seller’s obligationto **repair or replace** defective goods **“at its option,”** meaning the Seller is **not obliged to provide a refund.** The warranty also excludes **any other remedy**, including termination or price reduction.

Although the defect occurred within the **12-month warranty window**, failure to comply with the notification requirement renders the Buyer **ineligible for the warranty remedy.**