

SWASTIK AGRO IMPEX (INDIA) PRIVATE LIMITED

CIN: U15400MP2008PTC021455 GSTIN: 23AAMCS7017G1ZD DGFT-IEC: 1111002932

ADD: FLAT NO. 16/6, CORAL APARTMENTS, SHALIMAR ENCLAVE, E/3, ARERA COLONY, BHOPAL (MP) 462016

PHN: 9300855995 | 7579611111 EML: SAIPL.BHOPAL@GMAIL.COM

FAX: 0755-2575541 WEB: WWW.SAIPL.IN SKY: SAIPL.BHOPAL@GMAIL.COM

**Export-Import Contract Cum Sale-Purchase Agreement**

Contract Number: SAIPL/EXP/21-22/007

Date: 13th September 2021

Importer	Ace Global Trading Corp ADD: San Carlos City, Ppangasinan, Philippines TEL: 00639776075955, EMAIL: info@aceglobaltradingcorp.com
Buyer	Fair Impex Foodstuff Trading LLC ADD: Office No. 206, 2nd Floor, Hadi Plaza, Back Side West Zoon Super Market, Near Raga Metro Station Dubai, United Arab Emirates
Seller	SWASTIK AGRO IMPEX (INDIA) PRIVATE LIMITED ADD: Flat No. 16/6, Coral Apartments, Shalimar Enclave, E-3, Arera Colony, Bhopal, (M.P.) 462016, India.
Commodity	IR64 Parboiled 5% Broken
Origin	INDIAN
Quantity	2000 MTS (+/-) 5%
Price	IR64 Parboiled 5%: USD 380 PMT FOB VIZAG PORT, INDIA
Contract Value	Total USD \$760,000 (United States Dollars Seven Hundred Sixty Thousand Only)
Packing	50Kgs Net, PPE Bags Riz Maan Packing
Port of Loading	VIZAG, INDIA
Inspection By	ANY INDEPENDENT RECOGNISED SURVEYOR (SGS, BV, Cotecna, Intertek, GSS, Eurofin)
Shipment	EARLIEST WITHIN 30 DAYS
Payment	100% TT against Scanned Documents of the Shipment to be paid within 7 days, supplied over electronic mail. Bank to Bank MT103 TT. Supplier to surrender Full Set of Original B/L at Load Port upon receipt of full remittance from Buyer. If the buyer fails to make the payment or fails to release the goods within stipulated time granted by the shipping i.e., the seller has a right to sell/release/divert the cargo with same markings.
Bank Account Details	Exporter Bank Address : SWASTIK AGRO IMPEX (INDIA) PRIVATE LIMITED Bank Name : INDUSIND BANK Account Number : 200999256970 IFSC Code : INDB0000042 SWIFT Code : INDBINBBBOO
Shipment Documents	1. Invoice Cum Packing List 2. Full set of original B/L marked "Freight Prepaid" 3. Certificate of origin issued by the chamber of commerce. 4. Phytosanitary certificate issued by competent authority. 5. ECTN Certificate 6. Fumigation certificate issued by licensed Fumigator 7. Certificate of quantity, quality and weight issued by independent Surveyor (SGS, BVT, COTTECCNA, Intertek). 8. Insurance: All risk clause A.

SWASTIK AGRO IMPEX (INDIA) PRIVATE LIMITED

CIN: U15400MP2008PTC021455 GSTIN: 23AAMCS7017G1ZD DGFT-IEC: 1111002932

ADD: FLAT NO. 16/6, CORAL APARTMENTS, SHALIMAR ENCLAVE, E/3, ARERA COLONY, BHOPAL (MP) 462016

PHN: 9300855995 | 7579611111 EML: SAIPL.BHOPAL@GMAIL.COM

FAX: 0755-2575541 WEB: WWW.SAIPL.IN SKY: SAIPL.BHOPAL@GMAIL.COM

**Specification of IR64 Parboiled Rice 5% Broken**

Broken on 2/3 rd basis	5% Max
Moisture	14% Max
Damaged / Discolored / Yellow / Red / Red Streaked Grains	2% Max
Foreign Matter including Paddy	0.5% Max
Black and Black Tipped	0.5% Max
Natural Admixture of Rice	5% Max
Milling Degree	Well Milled
Quality	100% Sortex Clean
Packaging	50 Kg Riz Maan Bags

Other Terms & Conditions	<p>1. All import duties, taxes, port charges, shipping line charges, demurrages, in the country of import, will be on Buyer's/Importer's account</p> <p>2. SHIPPER CAN BE THIRD PARTY AND THIRD-PARTY DOCUMENTS ARE ACCEPTED</p> <p>3. Seller is responsible for cargo at loading port only. If containers or goods found damaged at destination due to containers mishandling or other cause during transit/transshipment, survey must be conducted & all Claims to be lodged with shipping Line at Designation port.</p> <p>4. Part shipment & Transshipment will be allowed.</p> <p>5. Minor typographical errors are acceptable expect for the description and the values and the if it does not affect the meaning of a word, or the sentence in which it occurs.</p>
Force Majeure	<p>The force majeure (exemption) clause of International Chamber of Commerce (ICC publication No.421) is hereby incorporated in this contract. Sellers shall not be responsible for delay in shipment of the goods or any part there of occasioned by any Act of God, strike, lockout, riot or civil commotion, combination of workmen, breakdown of machinery, fire, war, strikes, flood, fire, storm, heavy snow, government action or regulations, error or any causes beyond their control, the time of shipment might be duly extended or alternatively a part or whole of the contract might be cancelled without any liability attached to the seller. Buyer must be aware of any occasions could cause by individually case immediately.</p>
Arbitration	<p>Any dispute arisen in the failure, the dispute performance of this contract shall be settled amicably between the Exporter and the Importer. Should that settlement shall be submitted to the Indian Chamber of Commerce and Jurisdiction of Bhopal City Branch for final judgment. All cost and charges of arbitration shall be charged to the losing party's account.</p>

Buyer to return on copy of this contract duly signed in confirmation. Failure of buyer to return copy duly signed will not affect or alter the validity of this contract.

BUYER**SELLER**

Fair Impex Foodstuff Trading LLC
Dubai, UAE

Swastik Agro Impex (India) Private Limited
Bhopal, India