# SALES PURCHASE AGREEMENT (SPA) WHITE SUGAR ICUMSA 45

**QUANTITY** : **1,000,000 MT per month**

**CONTRACT NUMBER** :
**DATE OF ISSUE** : April 18, 2024

THIS **PURCHASE AND SALES AGREEMENT ("SPA")** IS HEREBY ESTABLISHED AS OF April **18, 2024** FOR THE PURPOSE OF SALE OF **REFINED WHITE SUGAR GRADE “A” ICUMSA 45 FOR HUMAN CONSUMPTION** (HEREINAFTER REFERRED TO AS "PRODUCT") UNDER THE TERMS AND CONDITIONS OUTLINED HEREIN. THIS AGREEMENT IS ENTERED INTO BETWEEN THE SELLER (DEALER/EXPORTER) , **\***, (HEREINAFTER COLLECTIVELY REFERRED TO AS **“THE SELLER (DEALER/EXPORTER) "(DEALER/EXPORTER)**), AND **THE BUYER AS DESCRIBED BELOW**:

|  |  |
| --- | --- |
| THE SELLER (DEALER/EXPORTER)  |  |
| REGISTERED ADDRESS: |  |
| ENTITY NUMBER： |  |
| REPRESENTATIVE:  |  |
| POSITION: |  |
| PASSPORT NO： |  |
| PHONE NUMBER： |  |
| CORPORATIVE E-MAIL: |  |

**PART “B ”**

|  |  |
| --- | --- |
| THE BUYER (Dealer/Exporter) |  |
| REGISTERED ADDRESS: |  |
| ENTITY NUMBER： |  |
| REPRESENTATIVE:  |  |
| POSITION: |  |
| PASSPORT NO： |  |
| PHONE NUMBER： |  |
| CORPORATIVE E-MAIL: |  |

**COLLECTIVELY THE BUYER AND SELLER (DEALER/EXPORTER) (DEALER/EXPORTER) SHALL BE REFERRED TO AS “PARTIES”**

**WHEREAS:** THE SELLER (DEALER/EXPORTER) WITH FULL CORPORATE AUTHORITY TO SELL MAKES AN IRREVOCABLE FIRM COMMITMENT UNDER PENALTY OF PERJURY TO SELL AND DELIVER **REFINED WHITE CANE SUGAR ICUMSA 45**. THE SELLER (DEALER/EXPORTER) HEREBY CERTIFIES AND WARRANTS THAT HE CAN FULFILL THE REQUIREMENTS OF THIS AGREEMENT AND PROVIDE THE PRODUCT HEREIN MENTIONED IN A TIMELY MANNER AND UNDER THE TERMS SPECIFIED AND AGREED UPON BY THE SIGNATORIES HEREINAFTER.

**WHEREAS:** The SELLER (DEALER/EXPORTER) with full corporate authority to sell makes an irrevocable firm commitment under perjury penalty to sell and deliver refined white cane sugar Icumsa 45. Therefore the SELLER (DEALER/EXPORTER) certifies and guarantees that he can meet the requirements of this agreement and provide THE PRODUCT HEREIN REFERRED TO FROM TIME TO TIME AND ON THE TERMS SPECIFIED AND AGREED TO BY THE SIGNATORIES BELOW.

WHEREAS: THE BUYER ACCEPTS AND MAKES A FIRM IRREVOCABLE COMMITMENT UNDER PENALTY OF PERJURY TO PURCHASE 1,000,000 MT (ONE MILLION METRIC TONS) PER MONTH IN 12 MONTHS OF REFINED WHITE CANE SUGAR ICUMSA 45, ON THE TERMS SPECIFIED AND AGREED TO BY THE SIGNATORIES NEXT.

IN CONSIDERING THE MUTUAL AGREEMENT, PROMISE, BENEFIT AND TERMS OF THIS COMMERCIAL AGREEMENT AND THE VALUABLE CONSIDERATION OF THE BENEFIT HEREBY ACKNOWLEDGED, THE PARTIES AGREE AND AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS OF THIS AGREEMENT:

**ARTICLE 01: THE PRODUCT QUALITY, SPECIFICATION AND ORIGIN:-**

THE SELLER (DEALER/EXPORTER) WILL SUPPLY THE BUYER PRODUCT AS SPECIFIED IN THIS CONTRACT.

THE INSPECTION DOCUMENTATIONS AT THE PORT OF LOADING SHALL CONFIRM THE PRODUCT QUALITY CONFORMS TO THE FOLLOWING SPECIFICATION

1. **ORIGIN** OF THE 100% REFINED CANE SUGAR ICUMSA 45, BRAZIL, SOUTH AMERICA.
2. **PRODUCT SPECIFICATION:**

• SOURCE : BRAZIL

• GRANULATION : STANDARD FINE-0.55-0.70AM/ MM

• ASH CONTENT : 0.04% MAXIMUM BY WEIGHT

• HUMIDITY : 0.04% MAXIMUM BY WEIGHT

• MAGNETIC PARTICLES : 4MAX MG/KG4

• SOLUBILITY : 100%DRY AND FREE - FLOWING

• GRANULATION : FINE STANDARD

• POLARIZATION : 99.80% MINIMUM

• MAX.WHAT : 1 PPM

• SO MAXIMUM : 2PPMMAX.

• CU : 3PPM

• ICUMSA : 45RBU

• COLOR : BRIGHT WHITE

• SEDIMENTS : NONE

• SO2 : MG/KG 20

• REDUCE SUGAR : 0.01% OF MAXIMUM DRYMASS

• RADIATION : NORMAL WITHOUT PRESENCE OF CESIUM OR IODINE

• SO2 : CERTIFIED

• SUBSTANCE : SOLID, CRYSTAL.

• SMELL : FREE OF ANY ODOR

• MAX AS : 1PPM

• MAX OS : 2PPM

• MAX CU : 3PP

• CROP  **:** 2023/2024

 : 2022/2023

### ARTICLE 02: BASIS OF DELIVERY: -

THE ORDER WILL BE LOADED AT THE PORT OF ORIGIN OF BRAZIL WITHIN **30 TO 45 DAYS** AFTER THE ACCEPTANCE OF THE FINANCIAL GUARANTEE BY THE SELLER (DEALER/EXPORTER) ’S BANK.

THE DESTINATION PORT WILL BE ANY ASWP PORT

THE BUYER TO ADVISE EXACT PORTS IN ADVANCE FOR EACH VESSEL LOADING.

THE DELIVERY IS DEFINED AS INCOTERM **CIF - COST, INSURANCE, AND FREIGHT**.

THIS CONTRACT DELIVERY QUANTITY IS COMPOSED BY:

|  |  |
| --- | --- |
| MONTHLY QUANTITY | **1,425.000 MT/ month** |
| CONTRACT QUANTITY | 12 (TWELVE) MONTHS |
| ANNUAL QUANTITY |  |
| UNIT PRICE | **USD/MT** |
| MONTHLY SHIPMENT VALUE | **USD**  |
| CONTRCT VALUE | **USD**  |

THE DATE OF THE BILL OF LADING SHALL BE CONSIDERED THE DATE **OF LOADING**. BUYER AGREES TO PROVIDE SELLER (DEALER/EXPORTER) WITH PORT(S) OF DESTINATION AND QUANTITIES FOR ALL SHIPMENTS IN A TIMELY MANNER AS PER THE CONTRACT PROCEDURES

THE CARGO WILL BE INSPECTED AT **SANTOS** PORT BY SGS. THE SELLER (DEALER/EXPORTER) WILL PAY INSPECTION AND CERTIFICATION FEES.

THE SELLER (DEALER/EXPORTER) GUARANTEES THAT EACH SHIPMENT SHALL BE PROVIDED WITH AN INSPECTION CERTIFICATE OF WEIGHT, QUALITY AND QUANTITY AT TIME OF LOADING AND SUCH CERTIFICATE SHALL BE PROVIDED BY SOCIÉTÉ GÉNÉRALE DE SURVEILLANCE **(SGS)** OR EQUIVALENT AT SELLER (DEALER/EXPORTER) ’S EXPENSE AND SHALL BE DEEMED TO BE FINAL.

THE QUANTITY SOLD BY THE SELLER (DEALER/EXPORTER) AND PURCHASED BY THE BUYER SHALL BE THE TOTAL GENERAL WITH QUANTITY AND VALUE TOLERANCE 5% (FIVE PERCENT).

THE EXPENSES AT DESTINATION SHALL BE PAID BY THE BUYER INCLUDING ANY CUSTOM DUTIES, BROKERAGE CHARGES, AND ALL OTHER EXPENSES RELATED TO IMPORT OF THE PRODUCT INTO THE COUNTRY OF DESTINATION OR PENALTIES THAT MAY RESULT DUE TO DELAY IN UNLOADING, OR DELAY BEYOND STIPULATED DAYS BY SHIPPING COMPANY IN RETURN OF EMPTY CONTAINERS OR CHASSIS TO THE SHIPPING COMPANY.

### ARTICLE 03: INSURANCE CERTIFICATE:

### THE SELLER (DEALER/EXPORTER) MUST PROVIDE THE BUYER WITH 1 ORIGINAL WITH 3 COPIES OF THE INSURANCE POLICY ENDORSED IN HIS/HER NAME OR WHOM HE DESIGNATES, WHICH COVERS 110% OF THE TOTAL VALUE OF THE PRODUCT INVOICE, REGARDING ANY RISK. THAT THE PRODUCT MAY SUFFER, FROM THE TIME IT IS LOADED AT THE PORT OF SHIPPING UNTIL THE PRODUCT HAS BEEN UNLOADED AT THE PORT OF DESTINATION. ANY DAMAGE TO THE PRODUCT WILL BE CHARGED BY THE INSURANCE. THE INSURANCE WILL BE ENDORSEED TO THE BUYER, ONCE THE GOODS IS PAID FOR WITH THE SHIPPING DOCUMENTS, AT THE PORT OF LOADING.

### THE INSURANCE WILL COVER 110% OF SHIPPING/INSURANCE ASSIGNABLE BY THE SELLER (DEALER/EXPORTER) TO THE BUYER, ISSUED BY THE LLOYDS COMPANY OF LONDON OR A SIMILAR INSURANCE COMPANY, WHICH COVERS ALL RISKS. IN ACCORDANCE WITH THE INCOTERMS 2020 CIF AGREEMENT, THE PRODUCT RISK ON THE VESSEL WILL BE TRANSFERRED TO THE BUYER AT THE TIME OF PAYMENT.

**ARTICLE 04: INSURANCE :-**

SELLER (DEALER/EXPORTER) SHALL PROVIDE AN ALL RISKS MARINE POLICY AT SELLER (DEALER/EXPORTER)'S COST NO LESS THAN 110% OF THE SHIPMENT VALUE OF THE PRODUCT COVERING "ALL RISK" WAREHOUSE TO UNLOADING PORT.

### ARTICLE 05: DELIVERY SCHEDULE:-

THE DELIVERY SCHEDULE WILL BE FULFILLED ACCORDING TO THE TABLE BELOW:

|  |  |
| --- | --- |
|  | **CONTRACT DELIVERY** |
| **SHIPMENT** | **MONTH** | **MAIN PORT OF \*** | **MAIN PORT OF \*** | **MAIN POR OF \*** | **MAIN PORT OF \*** | **TOTAL**  |
| 1 | **May 2024** |  |  |  |  | **1,000,000 MT** |
| 2 | **June 2024** |  |  |  |  | **1,000,000 MT** |
| 3 | **July 2024** |  |  |  |  | **1,000,000 MT** |
| 4 | **August 2024** |  |  |  |  | **1,000,000 MT** |
| 5 | **September 2024** |  |  |  |  | **1,000,000 MT** |
| 6 | **October 2024** |  |  |  |  | **1,000,000 MT** |
| 7 | **November 2025** |  |  |  |  | **1,000,000 MT** |
| 8 | **December 2025** |  |  |  |  | **1,000,000 MT** |
| 9 | **January 2025** |  |  |  |  | **1,000,000 MT** |
| 10 | **February 2025** |  |  |  |  | **1,000,000 MT** |
| 11 | **March 2025** |  |  |  |  | **1,000,000 MT** |
| 12 | **April 2025** |  |  |  |  | **1,000,000 MT** |
| TOTAL | 12 MONTHS |  |  |  |  | **12,000,000 MT** |

**NOTE: THE MODE OF OPERATION WILL BE DETERMINED AFTER VALIDATION BY THE SBLC, AT THE TIME THE SHIPPING COMPANY IS CONTRACTED.**

### ARTICLE 06: EXTENSION AND END OF CONTRACT:-

AFTER COMPLETION AND DELIVERY, THE GOODS, THE CONTRACT MAY BE RENEWED BY TACIT AGREEMENT FOR A PERIOD EQUAL TO THE INITIAL TERM UNLESS ONE OF THE PARTIES DENOUNCES THE RENEWAL TWO MONTHS BEFORE THE END OF THE INITIAL TERM.

IN THE EVENT OF EXTENSION OF THE CONTRACT, THE PRICE WILL BE ADJUSTED EVERY SIX MONTHS OR AGREED BY BOTH PARTIES.

THE PARTIES TO THIS AGREEMENT SHALL HAVE THE RIGHT TO CANCEL THE EXISTING AGREEMENT, BY WRITTEN NOTICE SPECIFYING THE BREACH AND REQUIRING ITS REPARATION WITHIN THIRTY (30) DAYS, IN THE EVENT THAT A PARTY OF THE AGREEMENT HAS NEGLECTED SUBSTANTIALLY COMPLY WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT OR OBLIGATIONS IN ACCORDANCE WITH IT OR INFRINGE THE TERMS AND CONDITIONS OF THIS AGREEMENT IN ANY OTHER SUBSTANTIAL MANNER AND THE PARTIES COULD NOT RESOLVE THE CONFLICT.

### ARTICLE 07: CARGO PACKAGING:-

TO SECURE THE SAFETY OF THE COMMODITY DURING SEA TRANSPORTATION THE SUGAR IS TO BE PACKED IN NEW 50 (FIFTY) KILOGRAM NET DOUBLE SACKS, BEING ONE SACK OF POLYPROPYLENE AND THE OTHER OF POLYETHYLENE. TARE WEIGHT SHALL BE 160 GRAMS, MINIMUM. UNIFORMITY OF BAGGED NET WEIGHT IS OF THE ESSENCE. TWO PERCENT (2%) SPARE BAGS SHALL BE SUPPLIED FREE OF CHARGE.

EACH BAG SHALL BE CLEARLY MARKED (IN ENGLISH) WITH THE FOLLOWING IN ADDITION TO OTHER REQUIREMENTS AS STATED PREVIOUSLY: NAME AND GRADE OF PRODUCT; USE BY DATE AND CROP YEAR; NET WEIGHT; CODE MARKS; COUNTRY OF ORIGIN.

THE BUYER RESERVES THE RIGHTS TO REQUEST THE PRINT THE TRADE MARK IN THE POLY BAG AND WILLING TO PAY THE ADDITION CHARGE FOR PRINTING IF ANY AFTER THREE SHIPMENT DELIVERY.

### ARTICLE 08: DESTINATION :-

INCOTERMS 2000, CIF, ASWP .

### ARTICLE 09: PAYMENT TERMS:-

THE BUYER ISSUES **SBLC (STAND BY LETTER OF CREDIT)** FOR THE AMOUNT **U$D 670,000,000.00 COVERING THE ORDER PLAN FOR TWELVE MONTHS SHIPMENTS (**CONFIRMED TRANSFERABLE OPERATIVE AND IRREVOCABLE).

THE SELLER (DISTRIBUTOR/EXPORTER) WILL DELIVER A PERFORMANCE BOND OF 2% OF THE SHIPPING VALUE BEFORE THE DELIVERY OF THE PRODUCT.

THE BANK DETAIL FOR SBLC IN THE CONTRACT CANNOT BE CHANGED UNLESS A NOTICE IN WRITING TO SELLER (DEALER/EXPORTER) FOR REARRANGEMENT.

### ARTICLE 10: FINANCIAL COMPLIANCE:-

THE SELLER (DEALER/EXPORTER) SHALL FORMALLY ADVISE ON THE NECESSARY FINANCIAL AND OPERATIONAL DETAILS OF ITS CONTRACT AND THE BUYER IN ORDER TO MEET THE NECESSARY LEGAL REQUIREMENTS.

THE SELLER (DEALERSHIP/EXPORTER) MAY FORMALLY ACCEPT OR DENY THE FINANCIAL INSTRUMENTS, SPECIFYING THE REASONS.

### ARTICLE 11: BANKING INFORMATION:-

####  SELLER (DEALER/EXPORTER) COMPANY INFORMATION & BANKING DETAILS:

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|  |  |
| --- | --- |
| **SELLER (DEALER/EXPORTER) NAME**  |   |
| BANK NAME: |   |
| BANK ADDRESS: |   |
| SWIFT CODE: |   |
| ACCOUNT NAME: |   |
| BENEFICIARY NUMBER: |   |
| BANKING OFFICER NAME: |   |
| BANKING OFFICER EMAIL: |   |
| BANKING OFFICER PHONE: |   |

#### BUYER COMPANY INFORMATION & BANKING DETAILS:

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|  |  |
| --- | --- |
| **BUYER NAME**  |   |
| BANK NAME: |   |
| BANK ADDRESS: |   |
| SWIFT CODE: |   |
| ACCOUNT NAME: |   |
| BENEFICIARY NUMBER: |   |
| BANKING OFFICER NAME: |   |
| BANKING OFFICER EMAIL: |   |
| BANKING OFFICER PHONE: |   |

#### SBLC:

THE SBLC ISSUING BANK IS REQUIRED TO BE A TOP 25 BANK.

THE ISSUING OF THE **SBLC (STANDBY LETTER OF CREDIT)** THROUGH THE ABOVE BANK IS BEING THE SOLE RESPONSIBILITY OF BUYER, WHICH TERMS; CONDITIONS AND ALL RESPONSIBILITIES WILL BE MET AS EXPECTED.

SBLC MUST BE SENT BY SWIFT MT799/760 AND BE IRREVOCABLE, TRANSFERABLE, DIVISIBLE, ASSIGNABLE, NEGOTIABLE, CONFIRMED BETWEEN BANKS AND CONDITIONAL AGAINST DOCUMENTS REFLECTED IN THE SPA. ITS VALUE MUST BE RELATIVE TO 2 MONTHS OF SHIPPING (U$D 670,000,000.00) AND VALID FOR 12 MONTHS + DAY. IF THE SBLC EXPIRES BEFORE MAKING THE LAST TRANSACTION, THE BUYER MUST EXTEND THE SBLC FOR AN ADDITIONAL PERIOD.

ALL BANK CHARGES FROM THE BUYER’S BANK RELATED TO THIS AGREEMENT ARE SUSTAINED BY THE BUYERS.

### ARTICLE 12: PERFORMANCE BOND:-

THE SELLER (DEALER/EXPORTER) WILL ISSUE THE PERFORMANCE BOND TO THE BUYER FOR 2% (TWO PERCENT) OF THE AMOUNT OF THE FINANCIAL GUARANTEE RECEIVED AND CONFIRMED BY THE SELLER (DEALER/EXPORTER).

THE PERFORMANCE BOND WILL BE VALID FOR THE SAME PERIOD OF VALIDITY AS THE WARRANTY ISSUED.

THE SELLER (DEALER/EXPORTER) ISSUE THE PERFORMANCE BOND UP TO 5 (THREE) BANKING DAYS THEIR BANK CONFIRMS THE RECEIPT OF THE FINANCIAL GUARANTEE.

### ARTICLE 13: CONTRACT PROCEDURES:-

* **INITIATION:**
	+ THE BUYER ISSUES AN IRREVOCABLE CORPORATE PURCHASE ORDER (ICPO), TO ACCEPT THE FULL CORPORATE OFFER (FCO) FROM THE SELLER'S REPRESENTATIVE (DISTRIBUTOR/EXPORTER).
	+ THE BUYER PROVIDES A BCL (BANK CONFORT LETTER) TO THE SELLER (DISTRIBUTOR/EXPORTER) WITH REFERENCE TO THE FCO, JUSTIFYING FINANCIAL CAPACITY FOR THE SUPPLY OPERATION.
* **DOCUMENT SUBMISSION BY BUYER:**
	+ THE BUYER SHALL PROVIDE THE FOLLOWING DOCUMENTS/INFORMATION TO THE SELLER (DEALER/EXPORTER) :
	+ **(a)** KNOW YOUR CUSTOMER (KYC).
	+ **(b)** COPY OF COMPANY REGISTRATION.
	+ **(c)** COPY OF PASSPORT OF AUTHORIZED BUYER SIGNATORY.
* **DRAFT SALES AND PURCHASE AGREEMENT (SPA):**
* UPON THE SELLER (DEALER/EXPORTER) RECEIVING THE DOCUMENTS/INFORMATION, THE SELLER (DEALER/EXPORTER) ISSUES A DRAFT SPA (OPEN FOR AMENDMENT IF ANY AND SUBJECT TO CHANGES ACCORDING TO ORDERS OF THE PLANT).

**SPA EXECUTION:**

* THE BUYER SIGNS, SEALS, AND RETURNS THE SPA TO THE SELLER (DEALER/EXPORTER) FOR FINAL ENDORSEMENT, AND BOTH PARTIES EXECUTE THE SPA.
* THE SELLER (DEALER/EXPORTER) ISSUES A PROFORMA INVOICE OF THE FIRST PRODUCT SHIPMENT AND SENDS IT TO THE BUYER, FOR PRESENTATION, ALONG WITH THE SPA IN ITS BANK ENTITY FOR THE SPA'S COMPLIANCE.

**POF, POP, SBLC ISSUANCE AND PERFORMANCE BOND:**

* With the presentation of the SPA and pro-forma invoice, the BUYERorders its Bank to send a SWIFT MT799 to the SELLER (DEALER/EXPORTER) 's Bank within THREE banking days, stating that it is ready, willing and able to send an SBLC in SWIFT MT760 as indicated in the SPA and within the next five days, the SELLER (DEALER/EXPORTER) 's Bank will send the Full POP (Recent SGS report, Asset certificate and Manufacturing brochure) the product to supply to the Buyer's Bank, responding that it is ready, willing and able to receive the SBLC, and issue the Performance Bond (PB) of the 2%.
* ONCE THE MT799 IS ADJUSTED BETWEEN BANKS, THE BUYERSENDS THE DRAFT MT760 SBLC FOR SELLER (DEALER/EXPORTER) APPROVAL.
* ONCE THE TEXT OF THE SBLC AND SWIFT MT760 IS ADJUSTED, THE BUYERSHOULD ISSUE THE SBLC WITHIN 5 BANKING DAYS.
* THE SELLER (DEALER/EXPORTER) 'S BANK ISSUES A PERFORMANCE GUARANTEE IN THE FORM OF A BANK GUARANTEE SENT TO THE BANK ACCOUNT DESIGNATED BY THE BUYER WITHIN 5 DAYS FOLLOWING THE VALIDATION OF THE SBLC
* THE ISSUING BANK OF THE SBLC MUST BE ONE OF THE TOP 25 BANKS.
* THE ISSUING BANK OF THE P.B. SHOULD BE ONE OF THE TOP 25 BANKS.
	+ IN THE EVENT THAT THE PLANT FAILS TO COMPLY WITH ANY OF THE CONDITIONS OF THIS CONTRACT, IT MUST FACE A PENALTY NOT LESS THAN THE 2% THAT IT HAS DELIVERED AS A PERFORMANCE BOND. IF IT IS THE BUYER WHO DOES NOT COMPLY, THEY MUST ALSO FACE A 2% PENALTY PLUS THE DAMAGES THEY HAVE CAUSE TO BE CHARGED ON THE WARRANTY S

**COMMODITY PREPARATION AND INSPECTION:**

THE SELLER (DEALER/EXPORTER) PREPARES THE COMMODITY, ARRANGES SHIPPING LOGISTICS, AND APPOINTS SGS OR A SIMILAR QUALITY TESTING AUTHORITY TO CONDUCT INSPECTION, THEN SHIP SAILS TO DESTINATION.

* **DOCUMENT RELEASE TO BUYER:**

THE SELLER (DEALER/EXPORTER) RELEASES FULL POP AND SHIPPING DOCUMENTS TO THE **“BUYER”** IN COURIER AND THE COPY VIA EMAIL FOR ADVANCED CUSTOM CLEARANCE AND OFFICIAL CUSTOM CLEARANCE.

1. Original + three (3) copies of the bill of lading, "clean on board" and marked "freight prepaid".
2. Quality and quantity (Q&Q) and health certificate issued by SGS or compatible authority.
3. Certificate of origin.
4. Country of origin – Commercial invoices original and two (2) photocopies, indicating contract number, description of the merchandise, unit price and total value, gross/net weight and shipping conditions (CIF), number of maritime bill of lading.
5. Shipping amount packing list (+/-5%). The exception will not be released to any outside party.
6. Except for SELLER (DEALER/EXPORTER) 's invoice, third party documents are acceptable to both parties.
7. PHYTOSANITARY certificate issued by SGS or issued and endorsed by the authorized local government agency.
8. Radiation level certificate issued or certified by SGS stating the radiation level of the product as normal.
9. Certificate of insurance (110%)
10. Declaration of the shipping company that confirms that the age of the ship does not exceed twenty-five (25 years) and the ship is registered in the LLOYDS registry.
11. Each of the above documents must have one (1) original set and three (3) non-negotiable copied sets to be sent to the BUYER Bank to Bank and by first class courier service.

**PAYMENT FOR MONTHLY SHIPMENT:**

BUYER MAKES OPERATIONAL PAYMENT FOR FULL SHIPPING VIA WIRE T/T OR MT103, WITHIN 3 BANK DAYS AFTER DELIVERING THE SGS INSPECTION REPORT AT THE PORT OF SHIPPING AND RECEIVING ALL DOCUMENTS REQUIRED IN THIS SPA, WHICH INCLUDE THE COMPLETE POP DOCUMENTS AND THE CERTIFICATE OF TRANSFER OF OWNERSHIP OF THE PRODUCT ISSUED BY THE SELLER (DEALER/EXPORTER) , AS WELL AS THE TRANSFER OF THE INSURANCE (110%).

### ARTICLE 14: INSPECTION:-

SOCIETE GENERALE DE SURVEILLANCE (SGS) OR BUREAU VERITAS, AT SELLER (DEALER/EXPORTER) 'S COST SHALL INSPECT THE COMMODITY AT THE PORT OF SANTOS. SGS OR BUREAU VERITAS SURVEY SHALL ISSUE AN INSPECTION CERTIFICATE OF QUANTITY AND QUALITY FOR THE SHIPMENT TO CERTIFY THAT THE GOODS ARE IN GOOD ORDER AND CONDITION AND CONFIRMING TO THE SPECIFICATIONS HEREIN STATED FOR ICUMSA 45, WHITE, REFINED SUGAR CANE ISSUED AT THE TIME OF LOADING. THE CERTIFICATES SHALL BE FINAL AND BINDING ON BOTH PARTIES.

ALSO THE BUYER HAS THE RIGHT TO BRING IN ANOTHER INSPECTION COMPANY AT HIS COST TO INSPECT THE COMMODITY AT THE PORT OF SANTOS.

SHIPMENT Q/Q INSPECTION AT THE DELIVERY PORT IN CHINA WILL BE AT BUYERS EXPENSES.

**ARTICLE 15 LOGISTICS / TRANSPORT:-**

SELLER (DEALER/EXPORTER) WILL ADVISE BUYER OF THE NAME OF THE VESSEL AND/OR SUBSTITUTE VESSEL, THE FLAG OF THE VESSEL AND THE VESSEL’S POSITION NOT LATER THAN 15 DAYS PRIOR TO THE VESSEL’S ARRIVAL AT THE PORT OF LOADING.

THE SELLER (DEALER/EXPORTER) IS RESPONSIBLE FOR ALL SUPERVISION, FEES AND/OR LEVIESAT THE PORT OF LOADING.

THE VESSEL MUST BE CLASSIFIED IN THE LLOYD’S REGISTER OR BE OF AN EQUIVALENT CLASSIFICATION AND MUST NOT BE OLDER THAN 20 YEARS.

NOT LATER THAN 72 HOURS FROM THE COMPLETION OF LOADING, THE SELLER (DEALER/EXPORTER) SHALL FAX OR EMAIL THE BUYERAND INFORM IT OF THE VESSEL’S SAILING DATE AND THE EXPECTED TIME OF ARRIVAL AT THE PORT OF DESTINATION.

SELLER (DEALER/EXPORTER) SHALL INFORM THE BUYER OF THE VESSEL’S NAME, VESSEL’S CAPACITY, NUMBER OF HATCHES, NUMBER OF CARGO AND PARTICULARS OF THE VESSEL’S READINESS TO EFFECT OPERATIONS THROUGH ALL HATCHES AND AT COMPLETION OF LOADING THE QUANTITY LOADED PER CHAMBER AND THE QUANTITY SHIPPED.

**ARTICLE 16: DEMURRAGE**

AT THE LOADING, THE PORT IS ON SELLER (DEALER/EXPORTER) ’S ACCOUNT.

AT THE DISCHARGING PORT IS ON BUYER’S ACCOUNT.

### ARTICLE 17: MISCELLANEOUS FORCE MAJEURE:-

THIS CONTRACT WILL BE SUBJECT TO “FORCE MAJEURE”. THIS CONTRACT WILL BE SUBJECT TO A FORCE MAJEURE. IF ANY OF THE CIRCUMSTANCES OF "FORCE MAJEURE "CONTINUES FOR MORE THAN SEVEN (7) DAYS, NAMELY. GOVERNMENT RESTRICTIONS, NATURAL CALAMITIES, FIRES, ACTS OF ELEMENTS, WAR HOSTILITIES (REGARDLESS OF WHETHER OR NOT THE WARFARE WAS DECLARED), INVASION, MILITARY OPERATIONS OF ANY NATURE, REBELLION, REVOLUTION, INSURRECTION, CIVIL WAR, RIOTS, STRIKES, LOCKOUTS OR BREAKDOWNS, BLOCKADE CAUSED BY A NATURAL CALAMITY THAT PREVENTS THE BUYER AND/OR SELLER (DEALER/EXPORTER) FROM CARRYING OUT THE CONTRACT IN WHOLE OR IN PART, THEN

THE CONTRACT WILL BE EXTENDED BY MUTUAL AGREEMENT IN WRITING AS LONG AS THESE CIRCUMSTANCES PREVAIL. PROVIDED THAT THE CIRCUMSTANCES OF "FORCE MAJEURE" CONTINUE FOR MORE THAN ONE (1) MONTH, EITHER PARTY SHALL

HAVE THE RIGHT TO WAIVE ITS CONTRACTUAL OBLIGATIONS AND SHALL FORTHWITH INFORM THE OTHER PARTY OF THE CIRCUMSTANCES.

THE PARTY INVOKED SHALL BE FREE OF ANY LIABILITY FOR DAMAGES OR ANY OTHER CONTRACTUAL REMEDY FROM THE TIME THE NOTICE IS GIVEN OR, IF PROMPTED, WHEN THE INFORMATION ON THE FORCE MAJEURE ARRIVES AT THE OTHER PARTY.

### ARTICLE 18: ARBITRATION AND APPLICABLE LAW.-

THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE UNITED NATIONS CONVENTION FOR THE INTERNATIONAL SALE OF GOODS. IN THE EVENT OF INCONSISTENCY IN ANY PART OF THIS AGREEMENT ONLY THAT PART WILL BE OMITTED BUT THE SPIRIT OF THIS AGREEMENT WILL CONTINUE BE VALETED.

THIS AGREEMENT AND THE PROVISIONS OF THE UN CONVENTION, THIS AGREEMENT WILL TAKE PRECEDENCE FOR THE PURPOSES OF ARTICLE THIRTY- NINE (39) OF THE UN CONVENTION. IT SHALL BE CONSIDERED IN ARE A SONABLE PERIOD OF TIME OF FIVE (5) DAYS. THIS AGREEMENT SHALL BE INTERPRETED IN ACCORDANCE WITH THE RULES OF ICC- LATEST VERSION.

ALL DISPUTES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHICH CANNOT BE RESOLVED BY AMICABLE NEGOTIATION, SHALL BE RESOLVED IN THE END IN ACCORDANCE WITH THE ARBITRATION RULES OF THE INTERNATIONAL CHAMBER OF COMMERCE BY ONE OR MORE DESIGNATED ARBITRATORS OF ACCORDANCE WITH THESE RULES.

THE ARBITRATION SHALL BE CARRIED OUT BEFORE ARBITRATORS APPOINTED BY THE INTERNATIONAL COURT OF ARBITRATION OF THE ICC AND IN ACCORDANCE WITH THE RULES OF THIS TRIBUNAL. THE LOCATION OF THE ARBITRATION WILL BE IN PARIS, SAR. TO THE EXTENT OF AS REASONABLY POSSIBLE, THE PARTIES SHALL MAKE EVERY EFFORT TO ENSURE THAT THE ARBITRATION IS CONCLUDED AND CONCLUDED WITHIN 21 (TWENTY- ONE) DAYS OF ITS APPLICATION. ALL PARTIES SHALL BE ENTITLED TO BE REPRESENTED IN THE ARBITRATION.

THE LOSING PARTY WILL PAY THE ARBITRATION FEE.

THE ARBITRATOR/S DECISION SHALL BE FINAL AND BINDING ON THE PARTIES.

### ARTICLE 19: EXECUTION OF CONTRACT:-

EACH OF THE PARTIES TO THIS CONTRACT REPRESENTS THAT IT HAS FULL LEGAL AUTHORITY TO EXECUTE THIS CONTRACT AND THAT EACH PARTY IS TO BE BOUND BY THE TERMS AND CONDITIONS AS SET FORTH HEREIN. EACH PARTY AGREES THAT THE CONTRACT MAY BE EXECUTED SIMULTANEOUSLY BY AND BETWEEN THE PARTIES VIA FAX OR FACSIMILE TRANSMISSION, EACH OF WHICH SHALL BE DEEMED AS ORIGINAL NATURE. THIS CONTRACT REPRESENTS THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND ANY CHANGE WILL BE MADE IN WRITING, EXECUTED BY BOTH PARTIES. THIS CONTRACT IS VALID ONLY AFTER SIGNED BY BOTH PARTIES.

### ARTICLE 20: CIRCUMVENTION AND NON-DISCLOSURE:-

THE PARTIES ACKNOWLEDGE THAT, BECAUSE OF THE RELATIONSHIPS ESTABLISHED BY THIS AGREEMENT, EACH OF THEM MAY HAVE ACCESS TO OR MAY HAVE KNOWLEDGE OF TRADE SECRETS, PROCESSES AND/OR CONFIDENTIAL AND NON- PUBLIC INFORMATION ON THE OTHER PARTY (IN HEREINAFTER, CONFIDENTIAL INFORMATION") AND THAT SUCH CONFIDENTIAL INFORMATION IS A VALUABLE AND UNIQUE ASSET OF THAT PARTY.

THE PARTIES AGREE TO TREAT ALL CONFIDENTIAL INFORMATION WITH THE SAME DEGREE OF CARE WITH WHICH IT TREATS ITS OWN CONFIDENTIAL INFORMATION, AND NOT TO DISCLOSE, IN WHOLE OR IN PART, ANY CONFIDENTIAL INFORMATION TO ANY OTHER PERSON, COMPANY OR CORPORATION, ASSOCIATION OR OTHER ENTITY UNLESS REQUIRED BY LAW OR REGULATION OR ORDER OF A COURT OF COMPETENT JURISDICTION.

THE PARTIES ALSO AGREE NOT TO USE THE OTHER’S CONFIDENTIAL INFORMATION EXCEPT AS PERMITTED IN THIS AGREEMENT.

THE PARTIES AGREE NOT TO ABUSE THE OTHER’S CONFIDENTIAL INFORMATION TO PROMOTE THEIR OWN INTERESTS AT THE EXPENSE OF THE OTHER.

THE PARTIES ACCEPT AND AGREE WITH THE I.C.C. CONVENTION ON NON- INFRINGEMENT AND NON- DISCLOSURE WITH RESPECT TO ALL PARTIES INVOLVED IN THIS TRANSACTION, ADDITIONS, RENEWALS, AND ASSIGNMENTS OF THIRD PARTIES WITH FULL RECIPROCITY FOR A PERIOD OF FIVE (5) YEARS FROM THE DATE HEREIN.

THIS DUTY IS IN ACCORDANCE WITH THE INTERNATIONAL CHAMBER OF COMMERCE CONVENTION REVISION “ICC 500”.

### ARTICLE 21: CONFIDENTIALITY:-

THE PRODUCT OFFERED FOR SALE IS SUBJECT ONLY TO THESE CONTRACT TERMS AND CONDITIONS IRRESPECTIVE OF PREVIOUS TRANSACTIONS, IF ANY, BETWEEN THE BUYER AND THE SELLER (DEALER/EXPORTER) OR THEIR PARTIES.

ACCEPTANCE OF THE PRODUCT BY THE BUYER SHALL BE CONCLUSIVE EVIDENCE BEFORE ANY COURT OF LAW OR ARBITRATION THAT THESE TERMS AND CONDITIONS WERE ACCOMPLISHED WITH.

IT IS FURTHER AGREED THAT ANY INFORMATION OF BUYER AND SELLER (DEALER/EXPORTER) CONTAINED IN THIS CONTRACT IS TO BE HELD IN THE STRICTEST CONFIDENCE, ANY VIOLATION OF WHICH WILL RESULT IN THE IMMEDIATE CANCELLATION OF THIS CONTRACT.

THE BUYER AND THE SELLER (DEALER/EXPORTER) WILL SIGN A NON–DISCLOSURE AND NON-CIRCUMVENTION AGREEMENT.

THE BUYER SHALL NOT HAVE ANY PURCHASE CONTRACT WITH THE SELLER (DEALER/EXPORTER)’S SOURCE DURING THE CURRENCY LIFE TIME OF THIS AGREEMENT, NOR WITH THE SELLER (DEALER/EXPORTER) HAVE ANY SALE CONTRACTS OR AGREEMENT WITH THE BUYER’S SOURCES DURING THE LIFETIME OF THIS AGREEMENT.

ARTICLE 22: SPECIAL CLAUSE:-

THE ELECTRONIC SIGNATURE IS VALID AND IS ACCEPTED AS A MANUAL SIGNATURE. ELECTRONIC DOCUMENT TRANSMISSIONS (EDT) SHALL BE DEEMED VALID AND ENFORCEABLE WITH RESPECT TO ANY PROVISION OF THIS AGREEMENT. AS APPROPRIATE, THIS AGREEMENT SHALL BE SUBJECT TO THE UNCITRAL MODEL LAW ON ELECTRONIC SIGNATURES (2001) AND THE ELECTRONIC COMMERCE AGREEMENT (ECE/TRADE/257, GENEVA, MAY 2000) APPROVED BY THE CENTRE FOR TRADE FACILITATION AND E-COMMERCE OF THE UNITED NATIONS (UN/CEFACT); EITHER PARTY MAY REQUEST A PRINTED COPY OF ANY DOCUMENT PREVIOUSLY TRANSMITTED BY ELECTRONIC MEANS, HOWEVER, SUCH APPLICATION SHALL IN NO WAY DELAY THE PARTIES IN THE FULFILLMENT OF THEIR RESPECTIVE OBLIGATIONS AND OBLIGATIONS WITH RESPECT TO EDT.

IN WITNESS WHEREOF THE PARTIES HERETO DECLARE THAT THEY HAVE READ AND UNDERSTOOD THIS CONTRACT AND AGREE TO THE INTERPRETATION OF ALL THE PROVISIONS, TERMS AND CONDITIONS HEREIN AND FURTHER THAT THEY HAVE ACCEPTED AND APPROVED ALL COVENANTS, TERMS AND CONDITIONS OF THE CONTRACT.

**SIGNATURE DATE:**

**APRIL 18, 2024**

**THE SELLER (DEALER/EXPORTER) :**

**THE BUYER:**

# ANNEX BELLOW

**COMPANY’S DOCUMENTATION AND CERTIFICATIONS SELLER (DEALER/EXPORTER)**

**SELLER (DEALER/EXPORTER) PASSPORT COPY**

**SELLER (DEALER/EXPORTER) COPY OF COMPANY REGISTRATION**

**BUYER PASSPORT COPY**

**BUYER COPY OF COMPANY REGISTRATION**

# SELLER (DEALER/EXPORTER) PASSPORT COPY

**SELLER (DEALER/EXPORTER) COPY OF COMPANY REGISTRATION**

# BUYER PASSPORT COPY

**BUYER COPY OF COMPANY REGISTRATION**

**BUYER COPY OF COMPANY REGISTRATION**