

CONTRACT FOR SUGAR ICUMSA 45

巴西精制白蔗糖ICUMSA 45合同

CONTRACT NUMBER: CHBR _____

合同编号: CHBR _____

THIS FINAL CONTRACT IS FOR THE SALE AND PURCHASE OF COMMODITY WHITE REFINED CANE SUGAR -GRADE A ICUMSA 45 HEREINAFTER REFERRED TO AS THE "PRODUCT" AND IS NOT TO BE FREELY CIRCULATED. IT IS SOLELY FOR THE PURCHASE FOR THE PURPOSE OF THIS TRANSACTION. THIS CONTRACT IS MADE AND ENTERED INTO RECORD ON THIS _____, 2023 BY AND BETWEEN: 本最终合同用于销售和购买商品巴西精制白蔗糖-A级ICUMSA45,以下简称"产品",不得自由流通。仅用于本交易目的的购买。本合同于2023十二月__月00日由以下各方签订并记录:

SELLER卖方

Company Name公司名称 :

Address 地址 :

Registration #注册

AQSIQ #: 8402XXXXXXXXX

Telephone电话号码: +

Email电子邮箱:

Representative 代表人:

HEREINAFTER CALLED THE "SELLER"以下简称"卖方"

BROKER经纪人

Company Name公司名称: **FOODLINE & Co. LLC,**

Address 地址: 8 The Green Suite A, Dover, Delaware 19901, USA

Telephone电话号码: + 41 22 548 050 053,

Email电子邮箱: vrzic@foodlineco.com,

Representative 代表人: By Mr. Slobodan Vrzic, director

HEREINAFTER CALLED THE "BROKER"以下简称"经纪人"

BUYER买方

Company Name公司名称:

Address 地址

Registration number注册号码:

Telephone电话号码:

Email电子邮箱:

Representatives 代表人:

HEREINAFTER CALLED THE "BUYER"以下简称买方

THE BUYER AGREES AND MAKES AN IRREVOCABLE FIRM COMMITMENT TO PURCHASE 000.000 MT (+/- 5%) OF WHITE REFINED SUGAR - GRADE A (ICUMSA 45), AT THE RATE OF USD 000 PER METRIC TON CIF (COST, INSURANCE, AND FREIGHT) OPTIONS BUYER'S AND THE SELLER CERTIFIES THAT HE CAN FULFIL THE REQUIREMENTS OF THIS CONTRACT AND PROVIDE THE "PRODUCT" MENTIONED HEREIN AS PER THE DELIVERY SCHEDULE AGREED AND SPECIFIED WITHIN THIS CONTRACT. THE BUYER AND THE SELLER HEREBY AGREE TO HONOUR THIS CONTRACT UNDER THE FOLLOWING TERMS AND CONDITIONS:

买方同意并作出不可撤销的坚定承诺, 购买00万公吨(+/-5%)巴西精制白蔗糖-A级ICUMSA45,买方和卖方证明, 其能够按照本合同中约定和规定的交货时间表, 按照CIF (成本、保险和运费)每公吨000美元的价格, 满足本合同的要求, 并提供本合同中提及的"产品"。买方和卖方特此同意按照以下条款和条件履行本合同:

ARTICLE 1: PRODUCT AND SPECIFICATIONS 第 1 条：产品和规格

WHITE REFINED CANE SUGAR - GRADE A ICUMSA 45 SHALL CONFORM TO THE FOLLOWING SPECIFICATIONS AND/OR STANDARD INTERNATIONAL SPECIFICATIONS.

巴西精制白蔗糖-A级ICUMSA45应符合以下规范和/或标准国际规范。

THE 100% SUGAR BEING SUPPLIED SHALL BE FIT FOR HUMAN CONSUMPTION. S.G.S. SHALL AT THE PORT OF LOADING CONFIRM THAT THE PRODUCT CONFORMS TO THE FOLLOWING SPECIFICATIONS:

供应的100%糖应适合人类食用。S.G.S.或同等机构应在装货港确认该产品符合以下规格。

ICUMSA:	45 RBU ATTENUATION INDEX UNITS METHOD NO.: 4-1978 45 RBU衰减指数单位方法编号： 4-1978
COLOR颜色:	SPARKLING CRYSTAL WHITE 白色透明晶体
POLARIZATION AT 20°C: 20°C时的极化	99.8% MIN 最小99.8%
MOISTURE 湿度:	0.04% MAXIMUM 最大0.04%
ASH CONTENT白砂糖灰分:	0.04% MAXIMUM 最大0.04%
REDUCING SUGAR氧化还原糖:	0.05% MAXIMUM BY WEIGHT 按重量计，最高0.05%
AS砷:	1 PPM MAXIMUM 最大 1 PPM
OS钡:	2 PPM. MAXIMUM 最大2 PPM
CU铜:	3 PPM. MAXIMUM 最大3 PPM
HPN STAPH AUREUS金黄色葡萄球菌:	NIL 无
SUBSTANCE 材质:	SOLID CRYSTAL 固体晶体
SOLUBILITY 溶解度:	100% DRY AND FREE-FLOWING 100%干燥，自由流动
SEDIMENTS 沉淀物:	NONE 无
SMELL 气味:	FREE OF ANY SMELL无任何气味散发
G RAN U LATI ON表面颗粒:	FINE 细
MAGNETIC PARTICLES磁性微粒:	4 MG/KG MAXIMUM 最大4 MG/KG
SO2二氧化硫:	20 PPM MAXIMUM 最大20 PPM
RADIATION 辐射:	Normal without the presence of cesium or iodine. 正常，不含铯或碘。 Certified Phytosanitary certificate of no radiation, no virus, no insect parts, husks, no poisonous matter, and non-genetic and is suitable for human consumption. 无辐射、无病毒、无昆虫部分、无外壳、无有毒物质、无遗传的认证植物 检疫证书，适合人类食用。
CROP 作物:	Latest crop sugar should be extracted from sound, unfermented, and undecided sugar cane - sugar should be clean and free from any foreign matter, taste, or odor and have the sweet taste characteristic of white sugar whether dry or in solution. 最新的作物糖应从完好、未发酵和未腐烂的甘蔗中提取-糖应干净，无任何异物、味道或气味，并具有白糖的甜味特征，无论是干的还是溶解的。

ARTICLE 2: PRODUCT PACKING:第 2 条：产品包装

THE PRODUCT WILL BE PACKED IN A NET OF 50 KG (FIFTY KILOGRAMS) OF NEW POLYPROPYLENE BAGS WITH POLYETHYLENE LINING. THE BAGS HAVE A COMBINED TARE OF 100/160 GM (ONE HUNDRED GRAMS) AND ARE SUFFICIENT TO ENSURE THE SAFE ARRIVAL OF THE PRODUCT TO THE DESTINATION. BAGS WILL BE LABELED IN ENGLISH LANGUAGE AS SUPPLIED BY THE BUYER WITH, MARKING NET WEIGHT, VALIDITY, PRODUCT, AND COUNTRY OF ORIGIN OR PER THE BUYER'S INSTRUCTIONS. 2% EXTRA BAGS ARE SUPPLIED FREE OF CHARGE.

使用聚乙烯为内衬的全新聚丙烯包装袋包装净重量50KG (五十千克)的产品。这些袋子的总皮重为100/160克(一百克)，足以确保产品安全抵达目的地。袋子上将贴上买方提供的英文标签，标明净重、有效期、产品和原产国或根据买方的指示标注。2%的额外袋子是免费提供的。

ARTICLE 3: PRODUCT ORIGIN:第3条: 产品产地

BRAZIL巴西

ARTICLE 4: PRODUCT DESTINATION:第4条产品目的地

CIF CHINA COMMERCIAL PORT(COST, INSURANCE, AND FREIGHT) INCOTERMS 2021. THE DESTINATION SHALL BE CIF MAIN CHINA PORT (NON-USA SANCTIONED PORTS) AND ARE SUBJECT TO THE SELLER'S RECEIPT OF ALL APPROPRIATE PERMITS, PERMISSIONS, AND LICENSES. THE BASIS OF DELIVERY FOR ALL OTHER SHIPMENTS SHALL BE A MINIMUM OF 00,000 METRIC TONS PER MONTH SHIPMENTS. DELIVERY SHALL BEGIN THIRTY TO FORTY-FIVE (30- 45) DAYS AFTER RECEIPT AND CONFIRMATION OF AN OPERATIVE FINANCIAL INSTRUMENT ACCEPTABLE TO THE SELLER, AND COMPLETED WITHIN THE STATED TIME.

中国商港到岸价(成本、保险和运费), 根据《国际贸易术语解释通则》。目的地应为CIF中国主要港口(非美国制裁的港口), 取决于卖方是否收到全部适当的许可、批准和执照。所有其他装运的交货基础应至少为每月5万公吨。交付应在收到并确认卖方可接受的有效金融工具后三十至四十五(30-45)天开始,并在规定时间内完成。

ARTICLE 5: BASIS OF DELIVERY AND SHIPMENT 第5条: 交货和装运依据

DELIVERY SHALL BE CIF ASP PR CHINA. THE PRODUCT SHALL BE SHIPPED TO THE DESTINATION PORT(S) BY ONE (1) 00.000 MT VESSEL, OR TWO 00.000 MT VESSEL SHIPMENTS PER MONTH BY THE EXPORTER, _____

BRAZIL, AQSIQ/GACC # 0762XXXXXXX, OR EQUIVALENT.

交货方式为 CIF ASP PR CHINA。产品应通过一 (1) 艘 00,000 公吨的船只或出口商每月两艘 00,000 公吨的船只运送到目的地港口, _____ 巴西农业公司
巴西, AQSIQ/GACC # 07622XXXXXXX, 或同等学历。

IN ONE SHIPMENT OF 50.000 MT VESSEL PER MONTH FOR A TOTAL QUANTITY OF 000.000 (____ HUNDRED THOUSAND) M/TONS AND DELIVERY SHALL BEGIN AS PER THE DELIVERY SCHEDULE AFTER RECEIPT AND CONFIRMATION OF THE OPERATIVE FINANCIAL INSTRUMENT ACCEPTABLE TO THE SELLER AND COMPLETED WITHIN THE STATED TIME WITH A DISCHARGE RATE OF 5000 METRIC TONS (MINIMUM) PER WEATHER WORKING DAY. THE SELLER SHALL HAVE THE RIGHT TO DELIVER EARLIER THAN AGREED IN THIS CONTRACT GIVING NOTICE TO ALL DESIGNATED PARTIES AS REQUIRED HEREIN, WITH THE APPROVAL OF THE BUYER. TOTAL SHIPMENTS SHALL BE ACCORDING TO THE DELIVERY SCHEDULE MINIMUM SUBJECT TO SLIGHT AND REASONABLE VARIATIONS IN SCHEDULES DUE TO THE CUSTOMARY AND USUAL EXIGENCIES.

每月一次装运0万公吨船舶, 总数量为00万(六十万)公吨, 在收到并确认卖方可接受的有效金融工具后, 应按照交货时间表开始交货, 并在规定时间内完成, 适合工作天气的工作日卸货率为5000公吨(最低)。经买方批准, 卖方有权提前交付, 并按本合同要求通知所有指定方。总装运量应符合交货时间表, 由于习惯和通常的紧急情况, 时间表可能会有轻微和合理的变化。

ARTICLE 6: SHIPMENT SCHEDULE: 第6条: 装运时间表

00.000 MT PER MONTH, START FROM _____ 2023 每月 00,000 公吨, 从 2024 年 1 月开始

QUANTITY TOLERANCE +/- 5% AT SELLERS OPTION

数量公差+/-5%,由卖方选择

THE START DATE WILL BE DETERMINED BY THE DATE OF RECEIPT AND CONFIRMATION OF ACCEPTABLE FINANCIAL INSTRUMENTS BY THE BUYER.

开始日期将由买方收到并确认可接受金融工具的日期确定。

WE ACKNOWLEDGE THAT THE DELIVERY SCHEDULE WILL MATCH TO THE DATE OF THE APERTURE OF OPERATIVE LC. LOADING OPERATION WILL HAVE NOT TO EXCEED 30 DAYS AFTER THAT. TOTAL QUANTITY: 000.000 MT IN SEVERAL SHIPMENTS AT SELLERS OPTION. LIGHTER DISCHARGE IF DISCHARGE INTO LIGHTER AT PORT OF DESTINATION IN FREE WATER NECESSARY UPON ON LESS DRAFT DISPOSITION, RESPONSIBILITY, AND COST TO BE FOR BUYER'S RECEIVERS ACCOUNT.

我方确认, 交付时间表将与有效信用证开证日一致。装载作业不会超过该开证日后30日。总数量: 00 万公吨, 分几批装运, 由卖方选择。如果在目的港若因吃水较浅必须在目的地港的自由水域卸货以减轻重量, 则处理、责任和成本应由买方接收方承担。

ARTICLE 7: DELIVERY ACCEPTANCE AND AUTHORITY 第7条: 交付验收和授权

THE PRODUCT SHALL BE CONSIDERED DELIVERED BY THE SELLER AND ACCEPTED BY THE BUYER WHEN THE QUANTITY OF SHIPMENTS IS IN ACCORDANCE WITH THE GROSS AND WEIGHT AS INDICATED ON THE ORIGIN BILL OF LOADING. THE BUYER MAY, AT HIS OWN OPTION

AND EXPENSE, PROVIDE ADDITIONAL INSPECTION AT THE PORT OF LOADING TO CONFIRM THE INSPECTION CERTIFICATES ISSUED AT THE PORT OF LOADING AND/OR TO OBSERVE THE VESSEL LOADING. THE BUYER'S INSPECTION AGENCY MUST BE INTERNATIONALLY RECOGNIZED AND ACCEPTED BY THE SELLER. QUALITY, QUANTITY, WEIGHT & PHOTO BY SGS OR EQUIVALENT AT SELLER'S COST AT PORT OF LOADING.

当装运数量与原产地提单上所示的毛重一致时，产品应视为由卖方交付并由买方接受。买方可自行选择并自费在装货港进行额外检验，以确认在装货港签发的检验证书和/或观察船舶装载情况。买方选择的检验机构必须得到国际认可并为卖方所接受。由SGS或同等机构在装货港提供质量、数量、重量和照片，费用由卖方承担。

ARTICLE 8: TERMS OF DELIVERY:第 8 条： 交货条款

8.1 PARTIAL SHIPMENTS ARE ALLOWED.

允许分批装运。

8.2. THE DATE OF THE BILL OF LANDING SHALL BE CONSIDERED THE DATE OF SHIPMENT. 提单日期应视为装运日期。

8.3. THE TERMS AND CONDITIONS OF THE CHARTER PARTY AGREEMENT SHOULD COMPLY WITH THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT. SHOULD ANY OF THE TERMS AND CONDITIONS DETAILED IN THE CHARTER PARTY AGREEMENT CONFLICT WITH THOSE IN THIS CONTRACT, THEN THE TERMS AND CONDITIONS IN THIS CONTRACT WILL TAKE PRECEDENCE.

租船合同协议的条款和条件应符合本合同中的条款和条件。如果租船合同协议中详述的任何条款和条件与本合同中的条款和条件相冲突，则以本合同中的条款和条件为准。

8.4. ALL EXPENSES AT THE DESTINATION PORT ARE THE SOLE RESPONSIBILITY OF THE BUYER.

目的港的所有费用由买方全权负责。

8.5. BY ITS SEAL AND SIGNATURE ON THIS DOCUMENT, THE BUYER GUARANTEES HE HAS THE AUTHORITY TO IMPORT THE PRODUCT".

通过在本文件上的盖章和签名，买方保证其有权进口“产品”。

8.6. THE SHIP MUST BE TECHNICALLY FAULT-FREE AND CORRESPONDENCE TO BE AVAILABLE AT THE PORT OF DISCHARGE.

船舶必须在技术上无故障，并且在卸货港可以获得通信。

8.7. THE BUYER IS RESPONSIBLE FOR COMMODITY DISCHARGE, INCLUDING ALL CHARGES INCURRED IN THE SUPERVISION OF THE DISCHARGE.

买方负责商品卸货，包括监督卸货过程中产生的所有费用。

8.8. IT IS AGREED THE VESSEL'S MASTER AND BUYER'S SHIPPING AGENT SETTLE THAT DEMURRAGE WITHIN FIVE (5) DAYS FROM THE RECEIPT OF THE VESSEL MASTER'S INVOICE. THE VESSEL MASTER SHALL ISSUE MASTER INVOICES WITHIN SIX STANDARD BUSINESS HOURS.

各方同意，船长和买方船务代理在收到船长发票后五(5)天内解决滞期费。船长应在六个标准营业小时内开具主发票。

8.9. NO DEMURRAGE IS PAYABLE BY THE BUYER IF THE VESSEL IS DISCHARGED WITHIN THE DAYS MENTIONED.

如果船舶在上述日期内卸货，买方不支付滞期费。

8.10. WHETHER IN BERTH OR NOT, WHETHER IN PORT OR NOT, WHETHER IN FREE PRACTICE OR NOT, WHETHER CUSTOMS CLEARED OR NOT, VESSEL HATCH OPENING AND CLOSING SHALL BE PERFORMED UNDER CREW RESPONSIBILITY, CONTROL, AND ACCOUNT.

无论是否在泊位、是否在港口、是否自由活动、是否清关，船舶舱口的打开和关闭均应由船员负责、控制和核算。

8.11. THE SELLER RETAINS THE RIGHT TO DELAY OR CANCEL FURTHER SHIPMENTS IF THE BUYER FAILS TO PAY DEMURRAGE CHARGES FOR ANY SHIPMENT.

如果买方未能支付任何装运的滞期费，卖方保留延迟或取消进一步装运的权利。

8.12. GEARED OR GEARLESS VESSEL ALLOWED.

允许使用配备装卸设备或未配备装卸设备的船舶。

8.13. THE SELLER MUST PROVIDE A WRITTEN ALERT TO THE BUYER WITHIN 24 HOURS AFTER RECEIPT OF NOTICE THAT THE VESSEL TRANSPORTING THE PRODUCT HAS EXPERIENCED DAMAGE, PERIL, LOSS, OR ACCIDENT AND THIS NEITHER SHALL NOR RELEASED THE SELLER OF FULFILMENT OF THE DELIVERY OBLIGATION.

卖方必须在收到运输产品的船只发生损坏、危险、损失或事故的通知后24小时内向买方提供书面提醒，则也不能免除卖方对该交付义务的履行。

8.14. ALL, TAXES OR LEVIS IMPOSED BY THE COUNTRY OF DESTINATION, HAVING ANY EFFECT ON THIS AGREEMENT ARE FOR THE BUYER'S ACCOUNT AND HIS AGENT. ALL TAXES OR LEVIES AND PORT DUTIES IMPOSED BY THE COUNTRY OF ORIGIN, HAVING ANY EFFECT ON THE AGREEMENT ARE FOR THE SELLER'S ACCOUNT AND HIS SOLE RESPONSIBILITY.

目的地国征收的对本协议有任何影响的所有税费均由买方及其代理人承担。原产国征收的对本协议有任何影响的所有税费和港口税均由卖方承担并由卖方全权负责。

8.15. CERTIFICATE FROM THE SHIPPING COMPANY OR THEIR AGENTS CERTIFYING THAT THE GOODS ARE SHIPPED BY VESSELS UNDER 20 YEARS OF AGE.

船运公司或其代理人出具的证明货物由船龄在20年以下的船舶装运的证明

8.16. CERTIFICATE FROM SHIPPING COMPANY CERTIFYING THAT THE VESSEL IS CHARTERED EXCLUSIVELY FOR _____

船运公司出具的证书，证明该船是专门为华值国际控股集团有限公司租用的。

ARTICLE 9. DISCHARGE TERMS 第9条：卸货条款

SELLER SHALL INFORM THE BUYER AFTER CHARTERING THE NAME OF THE VESSEL, FLAG, TYPE OF VESSEL, AND ESTIMATED TIME OF ARRIVAL (ETA) DRAFT AT DISCHARGING PORT. SELLER SHALL PROVIDE RELEVANT CHARTER PARTY ON BUYER'S REQUEST. THE SHIPOWNERS OR THE MASTER SHALL PROVIDE 7 DAYS, 3 DAYS, AND 1 DAY NOTICE PRIOR TO THE ESTIMATED TIME OF ARRIVAL AT DISCHARGING PORT TO THE AGENT OF THE BUYER.

租船后，卖方应通知买方船名、船旗、船型和预计到达卸货港的时间(ETA)草案。卖方应根据买方的要求提供相关租赁合同。船东或船长应在预计到达卸货港时间前7天、3天和1天通知买方代理人。

NOTIFICATION OF THE VESSEL'S READINESS (NOR) AT DISCHARGE PORT SHALL BE DELIVERED TO THE OFFICE OF THE BUYER OR BUYER'S VESSEL'S AGENT DURING NORMAL OFFICE HOURS BETWEEN 0800 HOURS AND 1600 HOURS MONDAY TO FRIDAY AND BETWEEN 0800 AND 1200 HOURS ON SATURDAY, SUNDAYS AND HOLIDAYS EXCLUDED, WHETHER VESSEL HAS BEEN CUSTOMS DECLARED OR NOT (WICCON) WHETHER VESSEL HAS BEEN GRANTED FREE PRATIQUE OR NOT (WIFPON), WHETHER VESSEL IN PORT OR NOT (WIPON), WHETHER VESSEL IN BERTH OR NOT (WIBON). LAYTIME NEITHER IS TO COMMENCE THE NEXT WORKING DAY AFTER NOR IS GIVEN. AT NEITHER VESSEL'S NEITHER OPTION, NOR MAY BE TENDERED IN WRITING BY MAIL, CABLE, TELEX, OR FACSIMILE, IF VESSEL IS AT ANCHORAGE WAITING FOR BERTH.

船舶在卸货港准备就绪(NOR)的通知应在周一至周五的正常办公时间8:00点至16:00点之间以及周六的8:00点至12:00点之间送达买方或买方船舶代理人的办公室，周日和节假日除外，无论船舶是否已报关(WICCON)、船舶是否已获得自由通行证(WIFPON)、船舶是否在港(WIPON)、船舶是否在泊位(WIBON),装卸时间不得在NOR发出后的下一个工作日开始。如果船舶在锚地等待泊位，则任何船舶均不得选择，也不得通过邮件、电报、电传或传真以书面形式提交。

WAITING TIME (INSIDE OR OUTSIDE COMMERCIAL PORT LIMITS) FOR BERTH TO COUNT AS DISCHARGING TIME, WHETHER VESSEL HAS BEEN CUSTOMS CLEARED OR NOT (WICCON), WHETHER VESSEL HAS BEEN GRANTED FREE PRATIQUE OR NOT (WIFPON), WHETHER VESSEL IS IN PORT OR NOT (WIPON), WHETHER VESSEL IN BERTH OR NOT (WIBON).

等待泊位的时间(在商业港口范围内或外)算作卸货时间，无论船舶是否已通关(WICCON),无论船舶是否已获得船舶入境卫生检验许可(WIFPON),无论船舶是否在港口(WIPON),无论船舶是否在泊位(WIBON)。

ALL TIME AND EXPENSES USED IN VESSEL SHIFTING FROM ONE ANCHORAGE OR BERTH OR PLACE OF CARGO OPERATIONS TO ANOTHER ARE NOT TO COUNT AS LAYTIME, EVEN IF SUCH VESSEL SHIFTING IS ORDERED BY THE PORT AUTHORITY.

船舶从一个锚地或泊位或货物作业地点转移到另一个锚地或泊位或货物作业地点所用的所有时间和费用均不计入装卸时间，即使该船舶转移是由港务局命令的。•

DEMURRAGE - ONCE THE VESSEL IS ON DEMURRAGE, DEMURRAGE SHALL RUN CONTINUOUSLY. BUYER AGREES TO PAY DEMURRAGE TO SELLER IF INCURRED AT THE DISCHARGING PORT AT A RATE AS PER THE COMMERCIAL CHARTERING PARTY AGREEMENT PER DAY BASED ON A 24 CONSECUTIVE HOURS DAY PER EACH AND EVERY DAY PRO-RATA FOR PART OF A DAY, FOR ALL TIME USED, IN EXCESS OF ALLOWED LAYTIME. DEMURRAGE SHALL BE PAID TO THE SELLER BY THE BUYER WITHIN 30 DAYS OF THE PRESENTATION OF THE LAYTIME SETTLEMENT AND DEBIT NOTE. IF DISCHARGE IS PREVENTED BY BAD WEATHER CONDITIONS, SUCH AS TYPHOONS, ETC. LAYTIME SHALL NOT BE COUNTED UNLESS THE VESSEL IS ON DEMURRAGE.

滞期费-一旦船舶滞期，应持续计算滞期费。若在卸货港发生滞期费，买方同意，就超出允许装卸时间的实际装卸时间部分，按照商业租船合同向卖方支付滞期费，按每日24小时计费，不足一日的，按比例折算成日数计费买方应在提交装卸时间结算单和借记单后30天内向卖方支付滞期费。如果因恶劣天气条件(如台风等)而无法卸货，除非船舶处于滞期费状态，否则不得计算装卸时间。

SWEEPING AND/OR PURGING - TO BE AT SELLERS ACCOUNT. THE TIME USED SHALL NOT BE COUNTED AS LAYTIME.

清扫和/或清理-由卖方承担。所用时间不应算作装卸时间。

ARTICLE 10: DOCUMENTS:第10条：文件

10.1. THREE ORIGINAL & THREE N/N COPIES OF BILL OF LADING,

提单正本三份，副本三份

10.2. ONE ORIGINAL & TWO COPIES OF THE COMMERCIAL INVOICE,

商业发票正本一份，副本二份

10.3. THREE ORIGINAL & THREE COPIES OF THE PACKING LIST

装箱单正本三份，副本三份

10.4. ONE ORIGINAL & TWO COPIES OF THE SGS OR EQUIVALENT CERTIFICATE OF ANALYSIS OF QUALITY, QUANTITY, WEIGHT BY SGS.

SGS或SGS同等机构出具的质量、数量、重量和照片分析证书正本一份，副本二份

10.5. ONE ORIGINAL & TWO COPIES OF THE CERTIFICATE OF ORIGIN BY THE CHAMBER OF COMMERCE.

商会出具的原产地证书正本一份，副本二份

10.6. ONE ORIGINAL & TWO COPIES OF THE PHYTOSANITARY CERTIFICATE & RADIOACTIVITY

植物检疫证书和放射性证书正本一份和副本两份

10.7. A CERTIFICATE FROM THE SHIPPING COMPANY CERTIFYING THAT THE VESSEL IS CHARTERED EXCLUSIVELY FOR

H.Y. TRADING CO.船运公司出具的证书，证明该船是专门为华值国际控股集团有限公司租用的。

10.8. A CERTIFICATE FROM THE SHIPPING COMPANY OR THEIR AGENTS CERTIFYING THAT THE GOODS ARE SHIPPED BY VESSELS UNDER 20 YEARS OF AGE.

船运公司或其代理人出具的证明货物由船龄未满20年的船舶装运的证书。

10.9. MARINE INSURANCE 110 PERCENT OF THE VALUE OF SHIPMENT COVERING PROTECTION AND INDEMNIFY AGAINST ALL RISK

CARGO INSURANCE, MARINE WAR RISKS, STRIKES, RIOTS, AND CIVIL COMMOTION FOR EACH SHIPMENT BY SHIPPING COMPANY OR THEIR AGENTS.

海运保险，按货物价值的110%投保一切险货物险、海运战争险、罢工、暴乱和内乱，由船运公司或其代理人为每批货物投保。

ERRORS AND/OR TYPOGRAPHICAL AND/OR WRITING DIFFERENCES OF SUCH NATURE BETWEEN THE ISSUING BANK AND DOCUMENTS ISSUED BY THE BENEFICIARY WILL NOT BE THE REASON FOR DISCREPANCIES. PROVIDED AS THE WRITER'S INTENT IS CLEAR IN THE TEXT.

开证行与受益人出具的单据之间所出现的错误和/或印刷错误和/或此类性质的书写差异不构成差异，前提是书写者在文中表达的意图是确定无疑的。

ONE COMPLETE SET OF NON-NEGOTIABLE SHIPPING DOCUMENTS, SENT OR FAXED TO THE SBLC APPLICANT WITHIN 7 WORKING DAYS FROM THE ONBOARD OCEAN BIL DATE.

一整套不可转让的装运单据，在装船海运提单日期后7个工作日内发送或传真给信用证申请人。

ARTICLE 11: APPROPRIATION 第 11 条：装船通知

AFTER LOADING OF THE GOODS, THE SELLER SHOULD ADVISE THE BUYER BY MAIL, CABLE, TELEX, OR FAX OF THE READINESS OF SHIPMENT OF THE GOODS. THE BUYER WILL BE INFORMED OF THE VESSEL NAME, LOAD PORT, B/L, DATE, LOADED GOODS, AND THE QUANTITY AND VESSEL DESTINATION/DISCHARGE TO THE SELLER'S SUPERVISOR'S RESPONSIBILITY FOR THE ISSUE OF THE CERTIFICATE AT THE LOAD PORT.

货物装船后，卖方应通过邮件、电报、电传或传真通知买方货物已准备就绪。买方将被告知船舶名称、装货港、提单、日期、装载货物、数量和船舶目的地/卸货，卖方主管负责在装货港签发证书。

ARTICLE 12: PRODUCT SALE AND PAYMENT TERMS 第 12 条：产品销售和支付条款

BUYER AND SELLER AGREE TO THE FOLLOWING QUANTITIES, PRICE, AND METHOD OF PAYMENT:

买卖双方同意以下数量、价格和付款方式：

TOTAL QUANTITY:	000.000 MT (+/-5%)
总量：	00万公吨(+/-5%)
QUANTITY PER SHIPMENT:	00.000 MT (+/-5%)
每批装运数量：	0万公吨(+/-5%)
QUANTITY PER MONTH	AS PER SCHEDULE (ARTICLE 6)
每月数量：	根据装运时间表(第6条)
NUMBER OF SHIPMENTS:	12 AT SELLERS OPTION
装运次数：	12次由卖方选择
UNIT PRICE:	USD\$ 000 MT CIF _____ PORT, CHINA

单价: CIF中国任意安全港口 000 美元/公吨
MONTHLY VALUE: USD\$ 00.000.000
每月金额: 00.000.000 美元
CONTRACT VALUE: USD\$ 000.000.000
合同金额: 000.000.000 美元
CONTRACT DURATION: 12-13 MONTHS
合同期限: 12-13个月

THE PRICE IS VALID FOR THE ENTIRE CONTRACTED QUANTITY, BASED ON LONG-TERM, ANNUAL DELIVERY. IF
IF THE BUYER, FOR ANY REASON OTHER THAN FORCE MAJEURE, DOES NOT ISSUE THE SBLC FOR THE NEXT DELIVERY OR TERMINATES THE
CONTRACT, THIS WILL BE CONSIDERED A SPOT PRICE AND HE IS OBLIGED TO PAY AN ADDITIONAL USD 50 PER METRIC TON ON THE
AGREED PRICE.

该价格适用于整个合同数量，基于长期、年度交货。如果买方出于除不可抗力以外的任何原因，没有为
下次交货签发DLC或终止合同，这将被视为现货价格，有义务在商定价格的基础上额外支付50美元/公吨。

PAYMENT TERMS: 支付条款

THE PAYMENT WILL BE MADE AT SIGHT AGAINST SHIPPING DOCUMENTS BY WIRE TRANSFER MT 103, WITHOUT ANY KINDE OF
DISCOUNT, ON THE ACCOUNT OF THE SELLER, AS PER THE SELLER'S INSTRUCTIONS AND AGREEMENT.
BUYER AGREES TO ISSUE, AS PAYMENT GUARANTEE, A SBLC (AS PER ANNEX 1), BEING IRREVOCABLE, TRANSFERABLE, CONFIRMED
STANDBY LETTER OF CREDIT (MT760) BY A TOP PRIME BANK IN FAVOUR OF SELLER, FOR THREE MONTH VALUE *, THAT IS REVOLVING,
EVERY THREE MONTHS, IN THE AMOUNT OF USD\$ 00.000.000- VALID FOR TERMS OF THE CONTRACT.

根据卖方的指示和协议，卖方将通过电汇 MT 103 凭装运单据即期付款，不提供任何折扣。

买方同意签发一份 SBLC (ANNEX 1) 作为付款担保，该 SBLC 不可撤销、可转让、保兑的备用信用证
(MT760)，由一家顶级主要银行以卖方为受益人，金额为两个月*，每两个月循环一次 金额为 00.000.000 美元 -
在合同条款内有效。

**NOTICE: DUE TO THE CONTINUITY AND LOGISTICS. MONTH TO MONTH, SBLC MUST BE ISSUED FOR THREE MONTHS OF DELIVERY.*

**注意: 由于连续性和物流, SBLC 必须为两个月的交货期开具。*

THE DRAFT OF THE SBLC MUST BE PROVIDED BY THE BUYER'S BANK ACCEPTED, AND CONFIRMED BY THE SELLER'S BANK. THE DRAFT OF
THE SBLC WILL BE ANNEX 1 OF THIS CONTRACT AS PROVIDED BY THE BUYER TO BE APPROVED BY THE SELLER UPON SIGNING OF THE
CONTRACT

SBLC的汇票必须由买方银行提供，并由卖方银行承兑和保兑。SBLC草案将作为本合同的附件A,由买方
提供，并在合同签署后由卖方批准

ARTICLE 13: BANKING INFORMATION 第 13 条: 银行信息

SELLER'S BANKING DETAILS: (For Receipt of Financial Instrument) 卖方银行详细信息: (用于接收金融工具)

Bank Name 银行名称:

Bank Address 银行地址:

Account Name 账户名称:

Account No. 账号:

SWIFT:

Banker Officer 银行联系人:

Bank Telephone 银行电话:

Bank E-Mail 银行邮箱:

(Seller reserves the right to change Banking as desired upon written notification.)

(卖方保留经书面通知按需修改银行信息的权利)

BUYER'S BANKING DETAILS: (For issuance of the financial instrument)

买方的银行信息: (用于开具金融工具)

BANK NAME: 账户名称:
ADDRESS: 银行地址:
ACCOUNT HOLDER: 账户名称:
ACCOUNT NUMBER: 账号:
SWIFT CODE: :
BANK PHONE:+
BANK E-MAIL: 银行邮箱:
BANK OFFICER: 银行联系人:

(Buyer reserves the right to change Banking as desired upon written notification.)
(卖方保留经书面通知按需修改银行信息的权利。)

THE BUYER'S COMPLETE BANKING INFORMATION IS REQUIRED WITH THE RETURN OF THIS SIGNED AND SEALED CONTRACT. IF THE ISSUING BANK IS NOT A TOP 50 WORLD BANK, THE PAYMENT INSTRUMENT MUST BE CONFIRMED BY A TOP 25/50 WORLD BANK, AND THESE BANKING DETAILS MUST BE INCLUDED BELOW. IF THESE DETAILS ARE NOT PROVIDED, THIS CONTRACT WILL BECOME INVALID. CONFIRMING THE BANK WILL BE AT THE BUYER'S OPTION.

在返还本签字盖章的合同时，要求买方提供完整的银行信息。如果开证行不是世界前25/50的银行，支付工具必须由世界前50名的银行确认，这些银行详细信息必须包含在下面。如果不提供这些细节，本合同将无效。银行保兑将由买方选择。

ARTICLE 14: PRODUCT INSURANCE 第 14 条: 产品保险

IN ACCORDANCE WITH THE CONDITION CIF BASIS (INCOTERMS 2020), THE SELLER IS RESPONSIBLE FOR MARINE INSURANCE 110% OF THE VALUE OF THE SHIPMENT, COVERING PROTECTION AND INDEMNIFIES AGAINST ALL RISK CARGO INSURANCE, MARINE WAR RISKS, STRIKES, RIOTS, AND CIVIL COMMOTION FOR EACH SHIPMENT BY SHIPPING COMPANY OR THEIR AGENTS.

根据CIF条件(《2020年国际贸易术语解释通则》),卖方应负责货物价值110%的海上保险,包括针对船运公司或其代理人每批货物的一切险货物保险、海上战争险、罢工、暴动和内乱的保护和赔偿。

ARTICLE 15: FORCE MAJEURE:第 15 条: 不可抗力

NEITHER PARTY TO THIS CONTRACT SHALL BE HELD RESPONSIBLE FOR A BREACH OF THE CONTRACT CAUSED BY AN ACT OF GOD, INSURRECTION, CIVIL WAR, WAR, MILITARY OPERATION, OR LOCAL EMERGENCY. THE PARTIES DO HEREBY ACCEPT THE INTERNATIONAL PROVISION OF "FORCE- MAJEURE" AS PUBLISHED BY THE INTERNATIONAL CHAMBER OF COMMERCE, PARIS, FRANCE, AND AS DEFINED BY I.C.C. RULES UNIFORM CUSTOMS AND PRACTICE.

本合同任何一方均不对天灾、暴动、内战、战争、军事行动或当地紧急情况造成的违约负责。各方特此接受法国巴黎国际商会发布的国际条款"不可抗力",以及国际商会规则统一惯例的定义

ARTICLE 16: DISPUTES AND ARBITRATION:第 16 条: 争议和仲裁

THE PARTIES SHALL ATTEMPT TO AMICABLY SETTLE ANY DISAGREEMENT OR DISPUTE, WHICH MAY ARISE BETWEEN THEM IN CASE SAID DISPUTE CAN NOT BE SETTLED AMICABLY.

ANY DISPUTE ARISING OUT OF THIS AGREEMENT OR ANY MATTER RELATED HERETO SHALL BE BROUGHT IN THE COURTS TO REFEREE INTERNATIONAL CHAMBER OF COMMERCE, PARIS (FRANCE) AND BY THE EXECUTION OF THIS AGREEMENT, EACH OF THE PARTIES TO THIS INSTRUMENT ACCEPTS FOR HIMSELF OR ITSELF THE JURISDICTION OF SUCH COURTS, AND IRREVOCABLY AGREES TO BE BOUND BY ANY JUDGMENT RENDERED THEREBY IN CONNECTION WITH THIS PURCHASE ACKNOWLEDGEMENT.

各方应努力友好地解决他们之间可能出现的任何分歧或争端,如果上述争端不能友好地解决。

因本协议或与本协议相关的任何事项而产生的任何争议应提交法院仲裁(法国巴黎国际商会),在执行本协议时,本文书的各方均接受此类法院的管辖权,并不可撤销地同意受其作出的与本购买确认书有关的任何判决的约束。

ARTICLE 17: GOVERNING LAW:第17条: 适用法律

THIS AGREEMENT SHALL BE GOVERNED, AND INTERPRETED IN ACCORDANCE WITH THE UNITED NATIONS CONVENTION FOR THE SALE OF GOODS (CIGS, UNCITRAL).

本协议应受《联合国货物销售公约》(CIGS, UNCITRAL)的管辖和解释。

ARTICLE 18: NON-CIRCUMVENTION AND NON-DISCLOSURE:第 18 条: 非规避和非披露

18.1. MODIFICATIONS: ANY MODIFICATIONS AND/OR AMENDMENTS TO THIS CONTRACT HAVE TO BE DONE BY FULL MUTUAL AGREEMENT BY THE PARTIES AND MUST BE EXECUTED IN WRITING, THUS FORMING AN INTEGRAL PART OF THIS CONTRACT.

修改：对本合同的任何修改和/或修订必须经各方完全一致同意，并且必须以书面形式执行，从而构成本合同不可分割的一部分。

18.2. CONFIDENTIALITY: ALL COMMERCIAL, FINANCIAL AND OTHER INFORMATION, WITH REGARD TO THE PRESENT CONTRACT, SHALL BE CONSIDERED CONFIDENTIAL. IT IS FURTHER AGREED THAT ANY INFORMATION OF BUYER AND SELLER CONTAINED IN THIS AGREEMENT IS TO BE HELD IN THE STRICTEST CONFIDENCE, AND ANY VIOLATION OF WHICH WILL RESOLUTE IN THE PENALTY.

保密：与本合同有关的所有商业、财务和其他信息均应视为机密信息。各方进一步同意，本协议中包含的买方和卖方的任何信息均应严格保密，任何违反本协议的行为将受到处罚。

18.3. NON-CIRCUMVENTION AND NON-DISCLOSURE: THIS CONTRACT INCORPORATES THE RULES AND REGULATIONS OF NON-CIRCUMVENTION AND NON-DISCLOSURE, ESTABLISHED BY THE INTERNATIONAL CHAMBER OF COMMERCE (I.C.C.), PARIS, FRANCE, AND THIS AGREEMENT TERMS AND CONDITIONS.

不规避和不披露：本合同包含法国巴黎国际商会(I.C.C.)制定的非规避和非披露规则和条例以及本协议条款和条件。

18.4. SELLER AND BUYER AGREE NOT TO DO BUSINESS TOGETHER FOR TWO (2) YEARS FROM THIS AGREEMENT WITH THIRD PARTIES THAT WILL HAVE MADE CONTACT WITH THEM CAUSING THE SELLER'S OR BUYER'S SUB-RISK TO PAY THE PENALTY.

卖方和买方同意在本协议生效后的两(2)年内不与第三方开展业务，因为第三方将与其进行联系，从而导致卖方或买方的子风险，需支付罚款。

18.5. THIS CLAUSE IS EXTENSIVE TO ALL SUBSIDIARIES & OR AFFILIATED COMPANIES.

本条款适用于所有子公司或关联公司。

18.6. THIS CLAUSE IS EXTENSIVE TO ALL COMPARTMENTS FROM A PART TO SELLER / BUYER.

本条款适用于卖方/买方的所有关联方。

18.7. ONCE FULLY EXECUTED, THE PRESENT CONTRACT SHALL NOT BE REPRODUCED IN ANY MANNER WHATSOEVER, EXCEPT WHEN REQUIRED FOR FULFILLMENT OF THE PRESENT CONTRACT.

本合同一旦开始执行，不得以任何方式复制备份，在本合同规定允许内的备份的除外。

18.8. AFTER THE SIGNING OF THIS CONTRACT ALL PREVIOUS VERBAL AND/OR WRITTEN AGREEMENTS CONCERNING THE SUBJECT OF THIS CONTRACT SHOULD BE CONSIDERED NULL AND VOID.

本合同签署后，之前与本合同主题相关的所有口头和/或书面协议均应视为无效。

18.9. ALL DOCUMENTS RELATED TO THIS CONTRACT, TRANSFERRED ELECTRONICALLY, SHALL BE CONSIDERED AS HAVING EQUAL LEGAL FORCE WITH THE ORIGINALS OF THESE DOCUMENTS ONLY IF THEIR RECEIPT IS CONFIRMED BY THE RECEIVING PARTY.

与本合同有关的所有电子传输文件，只有在接收方确认收到后，才视为与这些文件的原件具有同等法律效力。

18.10. THIS CONTRACT COMES INTO FULL LEGAL FORCE AND EFFECT AFTER BOTH PARTIES HAVE SIGNED / SEALED ALL ITS PAGES.

双方需在本合同所有页面上签字/盖章后才会生效。

18.11. THIS CONTRACT SHALL BE VALID UNTIL THE DATE OF FINAL SHIPMENT OF GOODS PLUS 30 (THIRTY) DAYS; AT THE END OF THIS TERM THIS CONTRACT MAY BE EXTENDED BY MUTUAL AGREEMENT OF THE PARTIES FOR AN ADDITIONAL TERM WITHIN THIRTY (30) CALENDAR DAYS PRIOR TO THE END OF THIS TERM AND WILL BE SUBJECT TO MODIFICATIONS NECESSARY DUE TO CHANGES WHICH MAY HAVE OCCURRED IN THE APPROPRIATE MARKETS.

本合同有效期至货物最终装运之日加30(三十)天：在本期限结束前三十(30)个日历日内，经各方共同同意，本合同可延长一段额外期限，并可根据适当市场可能发生的变化进行必要的修改。

18.12. UNDERSIGNED PARTIES WARRANT AND AFFIRM, UNDER PENALTY OF PERJURY, THAT EACH HAS THE LEGAL CAPACITY AND LAWFUL AUTHORITY VESTED IN THEM TO EXECUTE THIS CONTRACT.

在作伪证的惩罚下，以下签署方保证并申明，各方都有执行本合同的法律能力和合法授权。

18.13. THIS CONTRACT IS DRAWN UP IN ENGLISH AND MULTIPLE COPIES ARE EXCHANGED VIA ELECTRONIC AND FAX TRANSMISSION, EACH OF WHICH SHALL BE DEEMED ORIGINAL AND SHALL BE LEGALLY BINDING. ANY SUBSEQUENT ADDITION, DELETION, OR AMENDMENT WILL NOT BE VALID UNLESS SUCH CHANGES ARE MADE IN WRITING AND ARE SIGNED BY BOTH PARTIES.

本合同以英文起草，并通过电子和传真传输交换多份副本，每份副本应视为原件并具有法律约束力。任何后续的添加、删除或修订均无效，除非此类更改以书面形式作出并经各方签字。

18.14. IN THE EVENT OF NON-CONFORMANCE TO SPECIFICATIONS AS SHOWN IN ARTICLE 2 ABOVE, THE BUYER RESERVES THE RIGHT TO ASK THE SELLER TO REPLACE THE STOCK OR TO WITHDRAW THE CONTRACT IN THE EVENT THAT THE BUYER OR THE SELLER WITHDRAWS FROM THE CONTRACT OR DOESN'T RESPECT A PART OF THIS CONTRACT OR DOES NOT UPLIFT THE MONTHLY SHIPMENTS QUANTITIES, THE BUYER OR THE SELLER SHALL BE LIABLE TO PAY TO THE SELLER OR THE BUYER DAMAGES IN THE ACCOUNT OF US \$ 5.00 (FIVE)/MT FOR EACH AND EVERY BREACH OF THIS CONDITION, AND THE TOTAL OUTSTANDING QUANTITY REMAINING NOT DELIVERED UNDER THIS CONTRACT, WITHIN 30 (THIRTY) DAYS FROM THE FIRST BREACH OF LAST WITHDRAWAL.

如果不符合上述第2条所示的规范，买方保留要求卖方更换库存或撤回合同的权利，如果买方或卖方退出合同或不遵守本合同的一部分或不提高每月装运数量，买方或卖方应在第一次违反最后一次退出后的30(三十)天内，就每一次违反本条件的行为，以及本合同项下未交付的总未付数量，向卖方或买方支付5.00(五)美元/公吨的损害赔偿金。

ARTICLE 19: DUTIES, TARIFFS, AND TAXES:

第19条：关税（进口货物征收的税）、关税（政府向进口或出口的商品征收的税）和税款：

IMPORT DUTIES, TARIFFS, AND OTHER SUCH GOVERNMENTAL CHARGES IMPOSED UPON THE GOODS DESCRIBED HEREIN SHALL BE AT THE BUYER'S ACCOUNT AND HIS SOLE RESPONSIBILITY AS THE LAW OF THE DESTINATION COUNTRY.

对本文所述货物征收的进口税、关税和其他此类政府费用应由买方负责，并由其根据目的地国的法律自行承担。

BUYER MUST HAVE ALL IMPORT PERMISSIONS AND PERMITS IN WRITING, AND COPY SENT TO SELLER. THE BUYER BEARS THE SOLE RESPONSIBILITY OF SECURING ALL PERMITS, LICENSES, OR ANY OTHER DOCUMENTS REQUIRED BY THE GOVERNMENT OF THE IMPORTING NATION. THE SELLER WILL BEAR NO RESPONSIBILITY TO PROVIDE SUCH DOCUMENTATION.

买方必须拥有所有书面进口许可和批准，并将副本发送给卖方。买方全权负责获取进口国政府要求的所有许可证、执照或任何其他文件。卖方不承担提供此类文件的责任。

THE BUYER WILL BEAR ALL COSTS ASSOCIATED WITH SECURING SUCH DOCUMENTS AND WILL BEAR ALL COSTS AND PENALTIES IF SUCH DOCUMENTS ARE NOT SECURED.

买方将承担此类文件保密管理相关的所有费用，如果此类文件未保密管理，买方将承担所有费用和罚款。

IN NO CASE SHALL THE SELLER BE HELD LIABLE FOR MISSING OR IMPROPER DOCUMENTATION AT THE PORT OF DISCHARGE.

在任何情况下，卖方均不对卸货港的文件丢失或不当承担责任。

ARTICLE 20: MISCELLANEOUS:第 20 条：其他：

20.1. THIS CONTRACT SHALL BE LEGAL AND BINDING UPON THE SIGNATURE OF THE ORIGINALS OF THE CONTRACT OR THE MAIL COPIES. UPON RECEIPT OF THE COUNTERSIGNED MAIL COPY, THE SELLER OR HIS AGENT SHALL SEND FOUR HARD COPIES BY MAIL OR COURIER TO THE BUYER WHO SHALL SIGN AND RETURN TWO COPIES, THEREOF DULY EXECUTED, TO THE SELLER.

本合同在签署合同原件或邮寄副本后即具有法律效力和约束力。收到会签邮件副本后，卖方或其代理人应通过邮件或快递方式向买方发送四份原文件，签署后需将两份正式签署的文件返还给卖方。’

20.2. ALL BANK EXPENSES CHARGED BY THE BUYER'S BANK RELATED TO THE AGREEMENT ARE FOR THE BUYER'S RESPONSIBILITY. ALL BANK EXPENSES CHARGED BY THE SELLER'S BANK RELATED TO THE AGREEMENT ARE FOR THE SELLER'S RESPONSIBILITY.

买方银行收取的与本协议相关的所有银行费用均由买方负责。卖方银行收取的与本协议相关的所有银行费用均由卖方负责。

20.3. ALL CONSIGNMENTS SHALL BE SHIPPED FROM THE PORT OF LOADING TO THE PORT OF UNLOADING DIRECTLY. NO TRANSSHIPMENT IS ALLOWED.

所有货物应直接从装货港运至卸货港。不允许转运。

20.4. THE VESSEL MUST SATISFY THE REQUIREMENTS OF THE SEAPORTS OF THE DESTINATION.

船舶必须满足目的地海港的要求。

20.5. ALL OTHER CONDITIONS AS PER LONDON REFINED SUGAR ASSOCIATION.

伦敦精炼糖协会规定的所有其他条件。

ARTICLE 21: PROCEDURES:第 21 条：程序

21.1. THE SELLER ISSUES A DRAFT CONTRACT TO THE BUYER.

卖方向买方签发合同草案。

21.2. THE BUYER RETURNS THE REVISED DRAFT CONTRACT TO THE SELLER VIA EMAIL.

买方通过电子邮件将修改后的合同草案返回给卖方。

21.3. THE SELLER REVIEWS AND CONFIRMS ANY CHANGES MADE IN THE DRAFT CONTRACT BY THE BUYER. IF THE SELLER AGREES TO THE CHANGES MADE BY THE BUYER, THE SELLER ISSUES THE FINAL BINDING CONTRACT VIA EMAIL.

卖方审查并确认买方对合同草案所做的任何更改。如果卖方同意买方所做的更改，卖方将通过电子邮件发布具有最终约束力的合同。

21.4. THE BUYER RETURNS THE FINAL CONTRACT DULY SIGNED AND SEALED VIA EMAIL TOGETHER WITH POF OR BCL FROM THE BANK, WITH THE DRAFT SBLC.

买方通过电子邮件返回正式签署并盖章的最终合同。连同银行的POF或BCL,以及 SBLC草案。

21.5. THE SELLER WILL THEN SCAN THE FULLY SIGNED, SEALED, AND INITIALED CONTRACT AND EMAIL THE "SOFT COPIES" TO THE BUYER.

然后，卖方将扫描完整签署、盖章和草签的合同，并通过电子邮件将“电子文档”发送给买方。

21.6. TOGETHER WITH THE SIGNED CONTRACT, THE SELLER WILL SUBMIT A POP (PROOF OF PRODUCT), ISSUED BY THE MANUFACTURER OR SGS OR EQUIVALENT INSPECTION.

在签署合同的同时，卖方将提交一份由制造商或SGS或同等检验机构出具的POP (产品证明)。

21.7. WITHIN 7 WORKING DAYS OF THE BUYER'S RECEIPT OF THE DULY SIGNED CONTRACT, THE BUYER SWIFTS TO THE SELLER'S BANK THE ACCEPTABLE OPERATIVE PAYMENT INSTRUMENT FOR TWO MONTH VALUE, BEING IRREVOCABLE, TRANSFERABLE, STENDBY LETTER OF CREDIT, CONFIRMED BY A PRIME BANK, PAID AT SIGHT AT THE COUNTERS OF THE SELLERS BANK FOR THE TERM OF THE CONTRACT.

在买方收到正式签署的合同后的5个工作日内，买方将可接受的有效付款票据迅速汇至卖方银行，金额为两个月货值，为不可撤销、可转让、自动循环信用证，由主要银行确认，在合同期内在卖方银行柜台即期支付。

21.8. UPON RECEIPT OF THE BUYER'S ACCEPTED SBLC, SELLER'S BANK WILL PROVIDE A 2% PERFORMANCE BOND FOR THE INITIAL DELIVERY.

在收到买方接受的SBLC后，卖方银行将为首次交付提供2%的履约保函。

21.9. SHIPPING OF THE SUGAR WILL COMMENCE WITHIN THIRTY TO FORTY-FIVE (30-45) DAYS FROM THE DATE OF THE SELLER'S RECEIPT AND VERIFICATION OF THE SBLC.

白砂糖的装运将在卖方收到并验证 SBLC之日起三十至四十五(30-45)天内开始。

ARTICLE 22: VALIDITY:第 22 条: 有效期

THIS CONTRACT WILL ARRIVE VIA EMAIL SIGNED BY THE SELLER WITHIN FIVE BUSINESS DAYS FROM THE DATE OF THIS CONTRACT. THE SWIFT OF THE FINANCIAL INSTRUMENT WILL HAVE TO COME TO THE OPERATING UNIT AND THE SELLER WITHIN 7 WORKDAYS AFTER THE CONTRACT SIGNATURE IN HARD COPY.

本合同将在卖方签署本合同后五个工作日内经电子邮件送达。在签署本合同打印版后7个工作日内，通过SWIFT向运营部门和卖方发送金融工具。

CONTRACT SIGNATORIES:合同签署:

IN WITNESS THEREOF, BOTH PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR AUTHORIZED REPRESENTATIVES THAT HEREBY FULLY UNDERSTAND, AGREE, AND ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT WITH THEIR DULY AUTHORIZED SIGNATURES AFFIXED BELOW ON THE DATE AND YEAR FIRST WRITTEN. THE PARTIES HEREOF ARE LEGALLY AUTHORIZED BY THEIR RESPECTED COMPANIES TO EXECUTE THEIR SIGNATURES ON BEHALF OF THEIR COMPANY.

各方授权代表签署本协议，特此证明，各方授权代表在此充分理解、同意并接受本协议的条款和条件，并在下文签署页中填入日期和年份以及正式授权签字。本协议各方经其所在公司合法授权，代表其公司签署本协议。

THIS PAGE IS THE SIGNATURE PAGE (本页为签署页)

SELLER'S SIGNATURE AND SEAL 卖方签字盖章:

(COMPANY NAME)

BY:

DATE OF SIGNATURE: 00.00.2023

BROKER'S SIGNATURE AND SEAL 经纪人签字盖章:

FOODLINE & CO. LLC.

BY: Mr. Slobodan Vrzic, Director

DATE OF SIGNATURE: 00.00.2023

BUYER'S SIGNATURE AND SEAL 买方签字盖章:

(COMPANY NAME)

BY:

DATE OF SIGNATURE: 00.00.2023

BANKING INFORMATION:
银行信息

THE SELLER'S FULL BANKING DETAILS WILL BE GIVEN WITH THE FINAL SALES AND PURCHASE CONTRACT. NO CONTACT WITH THE SELLER'S BANK (S) MAYBE MADE WITHOUT THE EXPLICIT WRITTEN PERMISSION OF THE SELLER. IF CONTACT IS MADE WITHOUT THIS PERMISSION, THE CONTRACT IS CONSIDERED NULL AND VOID. SELLER RESERVES THE RIGHT TO USE ONE OF ITS ALTERNATE CORPORATE BANK ACCOUNTS. IN THE EVENT AN ALTERNATE ACCOUNT IS TO BE USED, SELLER WILL NOTIFY THE BUYER OF NEW BANK COORDINATES WITHIN 48 HOURS OF RECEIPT OF THE SIGNED AND SEALED CONTRACT. SELLER REQUIRES THAT BUYER NOTIFY SELLER PRIOR TO FORWARDING ANY FINANCIAL INSTRUMENT OR CORRESPONDENCE TO SELLER'S BANK.

THE SELLER'S BANK DOES NOT PROVIDE INFORMATION TO PRIVATE OR SOCIETY BUT ONLY TO OTHER BANKS, EXCLUSIVELY THROUGH THE CIPHERED CODE WITH CONTROL KEYS, (BANK TO BANK) AS BANKING INTERNATIONAL PROCEDURE TO RESPECT THE SWISS BANK GOVERNMENT ORDER.

卖方的全部银行详细信息将与最终买卖合同一起提供。未经卖方明确书面许可,不得与卖方银行联系。

如果未经此许可进行联系,合同将被视为无效。

卖方保留使用其备用公司银行账户的权利。如果使用备用账户,卖方将在收到已签署和盖章的合同后48

小时内通知买方新的银行坐标。卖方要求买方在向卖方银行发送任何金融工具或信函之前通知卖方。

卖方银行不向私人或社会提供信息,仅向其他银行提供信息,仅通过带有控制密钥的加密代码,(银行对银行)作为银行国际程序,以遵守瑞士银行政府命令。

EDT (Electronic document transmissions)
EDT (电子文档传输)

EDT (Electronic document transmissions) shall be deemed valid and enforceable in respect of any provisions of this Contract. As applicable, this agreement shall be:-

EDT (电子文件传输)应视为对本合同的任何条款有效且可执行。如适用,本协议应为:

1- Incorporate U.S. Public Law 106-229, "Electronic Signatures in Global and National Commerce Act" or such other applicable law conforming to the UNCITRAL Model Law on Electronic Signatures (2001) and

纳入美国公法106-229,“全球和国家商务中的电子签名法案,或符合《贸易法委员会电子签名示范法》(2001)的其他适用法律,以及

2- ELECTRONIC COMMERCE AGREEMENT (ECE/TRADE/257, Geneva, May 2000) adopted by the United Nations Centre for Trade Facilitation and Electronic Business (UN/CEFACT).

联合国贸易促进和电子商务中心通过的《电子商务协定》(ECE/TRADE/257, 2000年5月,日内瓦)。

3- EDT documents shall be subject to European Community Directive No. 95/46/EEC, as applicable. Either Party may request a hard copy of any document that has been previously transmitted by electronic means provided, however, that any such request shall in no manner delay the parties from performing their respective obligations and duties under EDT instruments.

EDT文件应符合欧洲共同体第95/46/EEC号指令(如适用)。任何一方均可要求提供之前通过电子方式传输的任何文件的硬拷贝,但前提是,任何此类要求不得延迟双方履行EDT文书下各自的义务和职责。

ANNEX 1

DRAFT OF STENDBY LETTER OF CREDIT

NAME OF ISSUING BANK: *(BUYERS BANK)*

NAME OF BENEFICIARY'S BANK: *(SELLERS BANK)*

NAME OF APPLICANT: *(BUYER)*

FOR VALUE RECEIVED, WE *(BUYERS BANK)* HEREBY ISSUE OUR IRREVOCABLE, TRANSFERABLE, DIVISIBLE, ASSIGNABLE, AND CONFIRMED STANDBY LETTER OF CREDIT NUMBER **XXXXXXXX** IN FAVOUR OF *(BUYER NAME)* AND UNDERTAKE TO PAY YOU AT FIRST DEMAND AT OUR COUNTERS AN AGGREGATE AMOUNT OF USD **00.000.000** (UNITED STATES DOLLARS _____ MILLION) UPON PRESENTATION OF CERTIFICATES OF REQUEST FOR PAYMENT ISSUED BY *(SELLERS)*.

THIS STANDBY LETTER OF CREDIT COVERS, AS A PAYMENT, GUARANTEE THE PURCHASE OF **000,000** MT OF WHITE REFINED SUGAR 45 INCUMSA AT A PRICE OF **000** USD/MT CIF CHINA PORT.

THIS STANDBY LETTER OF CREDIT IS VALID FROM *(DATE OF ISSUE)* UNTIL *(DATE OF EXPIRY)* AND WILL EXPIRE AUTOMATICALLY. ANY CLAIMS UNDER THE STANDBY LETTER OF CREDIT CAN BE PRESENTED NOT EARLIER THAN FIFTEEN (15) DAYS BEFORE THE DATE OF EXPIRY BUT WITHIN THE VALIDITY OF THIS STANDBY LETTER OF CREDIT.

SUCH PAYMENT SHALL BE MADE WITHOUT SET-OFF AND FREE AND CLEAR OF ANY DEDUCTIONS OR CHARGES, TAXES, LEVIES, DUTIES, OR WITHHOLDING OF ANY NATURE NOW OR HEREAFTER IMPOSED, LEVIED, COLLECTED, WITHHELD, OR ASSESSED BY THE GOVERNMENT OF BRAZIL.

WE HEREBY ENGAGE WITH YOU THAT THE CLAIMS DRAWN HEREUNDER AND IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS STANDBY LETTER OF CREDIT AS EXPRESSLY STATED HEREIN ABOVE SHALL BE DULY HONOURED ON DATE OF PRESENTATION TO US.

THIS STANDBY LETTER OF CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS, ICC PARIS, ICC PUBLICATION 500/600 LATEST REVISION AND, IS SUBJECT TO THE JURISDICTION OF THE LAW OF BRAZIL.

AUTHORISED SIGNATORIES

AUTHORISED SIGNATORIES