

SALES AND PURCHASE AGREEMENT (SPA)

CONTRACT CODE: XXXXXXX/FOODLINE & CO. LLC

REFERENCE CODE: XXXX - SOYBEAN MEAL

"CLASSIFIED AND CONFIDENTIAL"

DATE OF ISSUE: NOVEMBER __, 2022

买卖协议(SPA)

THIS SALES AND PURCHASE AGREEMENT IS MADE AND MUTUALLY AGREED UPON ON THIS __ TH DAY, OF NOVEMBER 2022

本买卖协议于2022年8月的__日签订并双方同意

THIS FULL CORPORATE OFFER SHALL EXPIRE _____, 2023 / 11:59 PM LOCAL BRAZILIAN TIME (24HRS.)

该完整的公司报价将于2022年9月__日/美国芝加哥当地时间晚上11:59(24小时)到期。

TO SECURE THE PRODUCT AND PRICE PLEASE SIGN THE DOCUMENT BELOW BEFORE THE EXPIRY DATE WRITTEN ABOVE AND RETURN TO THE SELLER
为确保产品和价格安全, 请在上述有效期前签署以下文件, 并退还给卖方

BETWEEN 买卖双方

THE "SELLER" 卖方	
COMPANY NAME (公司名称):	
COMPANY ADDRESS (公司地址):	
LEGAL REPRESENTATIVE (法定代表人):	
TITLE/POSITION (职位):	
TELEPHONE (电话):	
EMAIL ADDRESS (邮箱):	
REGISTRACION:	
EXORTER:	
COMPANY ADDRESS (公司地址):	
BUSINESS NUMBER (业务数量):	AQSIQ/GACC # 761XXXXXXXX,

AND

THE "BUYER" 买方	
COMPANY NAME (公司名称):	
COMPANY ADDRESS (公司地址):	
COUNTRY (国家):	CHINA 中国
BUSINESS NUMBER (业务数量):	
LEGAL REPRESENTATIVE (法定代表人):	张登涛
TITLE/POSITION (职位):	负责人
PHONE# (电话):	
EMAIL ADDRESS (邮箱):	

SELLER'S AFFIRMATION 卖方确认

XXXXXXXXXXXXXXXXXXXXXXXXXXXX, HERINAFTER KNOWN AS THE "SELLER" HEREBY CERTIFIES, REPRESENTS, AND WARRANTS THAT WE HAVE FULL CORPORATE RESPONSIBILITY TO FULFILL THE REQUIREMENTS OF THIS AGREEMENT AND SUPPLY THE COMMODITY PRODUCT SOYBEAN MEAL TO THE BUYER WRITTEN HEREIN.

普瑞德国际有限公司(以下简称卖方)在此声明并保证我有充分的资质来满足并交付上述购买大豆非转基因产品

BUYER'S AFFIRMATION 买方确认

XXXXXXXXXXXX. HERINAFTER KNOWN AS THE "BUYER" HEREBY CERTIFIES, REPRESENTS AND WARRANTS THAT WE HAVE FULL CORPORATE RESPONSIBILITY TO FULFILL THE REQUIREMENTS OF THIS AGREEMENT AND PURCHASE THE COMMODITY PRODUCT OF SOYBEAN MEAL FROM THE SELLER WRITTEN HEREIN

XXXXXXXXXXXXXXXXXXXXXXXXXXXX(以下简称买方)在此声明并保证我有充分的资质来满足并购买上述大豆非转基因产品

SECTION 1. DEFINITIONS IN THIS AGREEMENT 第一节 本协议

- 1.1. "AGREEMENT" MEANS: "THE AGREEMENT" OR "THE CONTRACT" OR "THE ENTIRE SALES AND PURCHASE AGREEMENT".
1.1. "协议指"协议或合同或整个协议。
- 1.2. "THE COMMODITY" OR "THE PRODUCT" MEANS: WHAT COMMODITY IS BEING SOLD TO THE BUYER
1.2. "商品或产品是指卖出的商品"
- 1.3. "MT" MEANS: METRIC TONNES (1000 KG) IS THE WEIGHT UNIT UNDER WHICH THE PRODUCT IS SOLD.
1.3. "公吨指公吨1000公斤是公吨重量单位"
- 1.4. "USD" MEANS UNITED STATES DOLLARS, THE CURRENCY FOR MONETARY EXCHANGE, MONETARY EXPRESSIONS, AND PAYMENTS UNDER THIS AGREEMENT.

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- 1.4. “美元”指本合约用货币单位和货币
- 1.5. “ICC” MEANS INTERNATIONAL CHAMBER OF COMMERCE (ICC).
- 1.5. “icc”指国际商会。
- 1.6. “INCOTERMS 2010 EDITION” MEANS STANDARD TRADE DEFINITIONS MOST COMMONLY USED IN INTERNATIONAL SALES CONTRACTS.
- 1.6. “2010年国际贸易术语解释通则”是指最普遍使用的贸易术语。
- 1.7. “S.G.S.” MEANS: SOCIETY GENERAL DE SURVEILLANCE IS THE OFFICIAL APPOINTED INSPECTION AGENCY.
- 1.7. “S.G.S.”是指社会公益监督检验机构
- 1.8. “CIF” MEANS: “COST, FREIGHT, AND INSURANCE”, “FREIGHT PREPAID” TO DESTINATION SEAPORT.
- 1.8. “cif”指成本运费保险费,“运费付至的港
- 1.9. “DLC” MEANS DOCUMENTARY LETTER OF CREDIT (DLC) IRREVOCABLE, DIVISIBLE, TRANSFERABLE, OPERABLE, FUNDED FOR FIFTY (50) DAYS, FOR THE VALUE (SUM) STATED IN THE CONTRACT, PAYABLE AT SIGHT AGAINST SELLER’S COMMERCIAL INVOICE, SHIPPING DOCUMENTS AND S.G.S. DOCUMENTS WITHIN THREE (3) BANKING DAYS AT LOADING PORT.
- 1.9. “dlc”指可撤销的不可撤销的跟单信用证(dlc),金额有效期为(50)天在装港(3)个工作日内凭发票装运和S.G.S.单据付款
- 1.10. “INTERNATIONAL BANKING DAYS” MEANS: REFERS TO THE DAYS AND DATES THAT BANKS CONDUCT BUSINESS, THE SAME AS BUSINESS DAYS. THESE DAYS DO NOT INCLUDE WEEKENDS OR BANK HOLIDAYS.
- 1.10. “国际银行日”是指银行营业日期与工作日相同,这些日子不包括周末和假期
- 1.11. “SHIPPING SCHEDULE” MEANS: THE ADVANCE PROGRAMMED SHIPMENT THAT SELLER HAS TO SHIP TO THE BUYER. AMONG OTHER PERTAINING INFORMATION AND DESTINATARY INFORMATION, THE SHIPPING SCHEDULE WRITTEN IN “ANNEX A” WITH A QUANTITY OF PRODUCT BEING (± 5%) WEIGHT TOLERANCE IS ACCEPTED BY THE PARTIES HEREOF.
- 1.11. “装运时间表”是指卖方必须按装运买方货物在装运时间表信息中写在“附件”的装运时间表产品数量误差(±5%)本合同接受
- 1.12. “REQUIRED DOCUMENTS FOR SHIPMENT” MEANS: IN GENERAL, THE SHIP PAPERS, THE DOCUMENTS A SHIP MUST CARRY TO MEET THE SAFETY, HEALTH, IMMIGRATION, COMMERCIAL, AND CUSTOMS REQUIREMENTS OF A PORT OF CALL OR OF INTERNATIONAL LAW; AS WELL AS THE DOCUMENTS FOR THE SHIPMENT’S REQUIRED IN THIS AGREEMENT.
- 1.12. “装运文件”指船单文件即的满足当地海关安全卫生移民商海要而必须带的文件及本办所要的装运文件
- 1.13. “SIGNATURE AND DATE OF SALES AND PURCHASE AGREEMENT” MEANS: ALL TERMS RELATED OR REFERENCED TO THE SIGNATURE AND THE DATE OF THE SALES AND PURCHASE AGREEMENT SHALL MAKE THIS AGREEMENT OPERABLE WHEN THE FINANCIAL INSTRUMENT IS CONFIRMED AND APPROVED BY THE SELLER AND SHALL BEGIN ACCORDING TO THE SALES AND PURCHASE AGREEMENT AND SHIPPING SCHEDULE IN “ANNEX A”.
- 1.13. “买卖双方的日期”指所有买卖双方的日期或条款均以金融工具为准确和批准可操作并视“附件”中的日期和装运时间表

SECTION 2. PRODUCT INFORMATION AND PRODUCT SPECIFICATIONS - SOYBEAN MEAL

第2节 产品信息和规格

2.1. PRODUCT INFORMATION

2.1. 产品信息

AQSIQ/GACC CERTIFICATE N° # 761XXXXXXX

2.1.1 PRODUCT INFORMATION 产品信息	
COMMODITY PRODUCT 商品:	SOYBEAN MEAL 豆粕 ANIMAL FEED 动物饲料
PRODUCT ORIGIN 产品来源:	BRAZILIAN 巴西
PRICE PER MT 价格/吨:	USD \$ 000 CIF 到岸价000 美元
MONTHLY QUANTITY 每月的数量:	00.000 MT 公吨
TOTAL CONTRACT QUANTITY 合同的总数量:	000.000 MT 公吨
MONTHLY VALUE 每月的价值:	USD \$ 00.000.000 美元
TOTAL CONTRACT VALUE 合同总价值:	USD \$ 000.000.000 美元
TOTAL CONTRACT MONTHS 合同的总月数:	12 CONSECUTIVE MONTHS 连续12个月
PACKAGING 包装:	BULK块
PORT OF LOADING 装货港:	ANY BRAZILIAN PORT AVAILABLE 任何巴西港口
PORT OF DISCHARGE 卸货港:	CIF MAIN PORT, CHINA 中国主要港口到岸
SHIPPING TERMS 装货(船)条件:	(CIF) COST, INSURANCE AND FREIGHT / INCOTERMS: 2020 / INSURANCE 110% OF CARGO VALUE (CIF)费用, 保险和运费/国际贸易术语解释通则:2020 / 保险货物价值的110%

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2.2. PRODUCT SPECIFICATIONS 产品规格

2.2.1. PRODUCT 产品	SPECIFICATIONS – SOYBEAN MEAL 豆粕 ANIMAL FEED 动物饲料
	Quality 质量 Standard Export Quality 出口质量标准
	Protein 蛋白质 Min 46%
	Moisture水分 Max 12,5%
	Fiber纤维 Max 4%
	Mineral material矿物材料 Max 6,5%
	Sand / Silica沙子/二氧化硅 Max 2,5%
	Alfatoxin 黄曲霉毒素 Max 50 PPM
	Urea activity 尿素活性 0,05 – 0,35 MGN /G Max
	Fat 脂肪 Max 2%
	Ash 灰 Max 7%

THE SELLER WILL SUPPLY SOYBEAN MEAL APPROVED BY CHINESE GOVERNMENT

卖方将提供中国政府批准的非转基因大豆

PHYTOSANITARY REQUIREMENTS ACCEPTED BY THE CHINESE GOVERNMENT

中国政府接受的植物检疫要求

SECTION 3. FINANCIAL INSTRUMENT

- ONCE CONTRACT IS ISSUED AND SENT TO BUYER, UPON BUYER'S ACCEPTANCE AND SIGNATURE, BUYER WILL INSTRUCT HIS BANK TO ISSUE BY AN IRREVOCABLE, TRANSFERABLE MT700 DLC, PAYABLE AT SIGHT, ISSUED BY THE MAIN CHINESE BANK.
- 合同签发并发送给买方，买方接受并签字后，买方将指示其银行签发合同由中国主要银行开具的不可撤销的、可转让的mt700即期付款信用证。
- ONCE SELLER'S BANK HAS FINANCIAL INSTRUMENT CONFIRMED SELLER WILL START MOVING THE FIRST SHIPMENT TO THE PORT OF LOADING, SELLER WILL ISSUE AN INVITATION FOR BUYER'S DESIGNATED TEAM TO VIEW AND INSPECT SHIPMENT AT THE PORT OF LOADING AT THE SAME TIME AS SGS OR EQUIVALENT DOES THE OFFICIAL INSPECTION AND CONFIRMATION OF PRODUCT.
- 一旦卖方银行有金融工具确认卖方将开始将第一批货物移至装货港，卖方将发出邀请，邀请买方指定的团队在装货港查看和检查货物，同时SGS或同等机构进行产品的官方检验和确认。
- UPON RECEIPT OF AN ACCEPTABLE DLC, SELLER'S BANK WILL ISSUE A 2% PERFORMANCE BOND (PB) OF THE DLC AMOUNT FOR THE FIRST MONTHLY DELIVERY. THE DLC WILL BE AN OPERATIONAL INSTRUMENT WHEN THE BUYER'S BANK RECEIVES THE PB.
- 在收到可接受的DLC后，卖方银行将为第一次月交付的DLC金额出具2%的履约保函(PB)。当买方银行收到PB时，DLC将成为一种操作工具。
- THE DLC WILL BE TRANSFERRED, IN WHOLE OR IN PART, TO THE COMPANY AND / OR SUPPLIER: _____ (FULL NAME AND ADDRESS WITH BANK NAME AND ADDRESS) IN THE EVENT OF A CHANGE, THE SELLER MUST SEEK THE CONSENT OF THE BUYER.
- DLC将全部或部分转让给该公司和/或供应商: _____ (全名和地址加上银行名称和地址)。如果发生变更，卖方必须征得买方同意。

SECTION 4. CONTRACT PROCEDURES 第四节. 合同的程序

- SELLER SHALL SEND BUYER THE DRAFT SALES AND PURCHASE AGREEMENT (SPA)
- 卖方应将买卖协议草案(spa)寄给买方。
- THE BUYER REVIEWS THE DRAFT, AND CONFIRMS IT TO THE SELLER, OR MAKES SOME REMARKS IF ANY.
- 买方审阅该汇票，并向卖方确认，如果有的话，买方应作出评论。
- SELLERS SHALL DULY SIGN EACH PAGE OF SPA AND COMPANY SEAL AND RETURN TO BUYER.
- 卖方应按时签署每一页spa和公司盖章，并返回给买方。
- THE BUYER SHALL DULY SIGN EACH PAGE OF SPA AND COMPANY SEAL AND RETURN TO SELLERS WITH BCL AND DRAFT OF DLC.
- 买方应按时签署每一页的spa和公司印章，并退还给卖方和BCL AND DRAFT OF DLC.
- THE ELECTRONIC VERSION OF THE SALES AND PURCHASE AGREEMENT WHEN SIGNED BY THE BUYER AND SELLER IS OPERABLE. ORIGINAL TO BE SENT BY FEDEX OR ANOTHER CARRIER.
- 买卖双方签署的电子版本买卖协议是可操作的。原件由联邦快递或其他快递公司寄出。
- THE BUYER RETURN THE COUNTERSIGNED SPA ALONG WITH THE BUYER'S BANK STAMPED FINAL DLC FOR SELLER'S BANK APPROVAL.

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SECTION 5. VESSEL NOMINATION AND VESSEL LOADING 五节。船舶指定和船舶装货

- 5.1. SELLER SHALL NOMINATE THE VESSEL, COMPLETE S.G.S. INSPECTIONS AND VESSEL LOADING WITHIN THIRTY (30) DAYS OF RECEIVING AND CONFIRMING THE FINANCIAL INSTRUMENT FROM THE BUYER. SELLER SHALL NOMINATE THE VESSEL OR SUBSTITUTE AT LEAST SEVENTY-TWO (72) HOURS PRIOR TO THE AGREED LOADING WINDOW (LAY DAYS). THE SELLER IS TO CONFIRM THE LOADING WINDOW OF THE NOMINATED VESSEL AFTER RECEIPT OF THE NOMINATION. THE LOADING OF THE VESSEL HAS A MINIMUM LOADING SPEED OF THREE THOUSAND (3000) MT'S PER WORKING DAY OF TWENTY-FOUR (24) CONSECUTIVE HOURS, WEATHER PERMITTED. ANY ADDITIONAL OVERTIME EXPENSES FOR ANY PARTY ACTING ON BEHALF OF THE SELLER SHALL BE ON THE SELLER'S ACCOUNT.

- 5.1. 卖方应在收到确认融资后三十(30)天内指定完成 G.S. 船舶装货。卖方应在指定装货窗口前至少七十二(72)小时通知买方。卖方在收到货物确认融资后应在允许的范围内指定装货窗口。装货窗口应在收到确认融资后二十四(24)小时内以三千(3000)吨/天表示。任何额外的加班费用应由卖方承担。

SECTION 6. PORT OF DESTINATION & INCOTERMS 第六节。目的地及国际贸易术语解释规则

- 6.1. THE DESTINATION SEAPORT DESIGNATED BY THE BUYER IS THE **MAIN PORT, CHINA** SHIPPING TERMS ARE "COST, INSURANCE AND FREIGHT" (CIF), INCOTERMS 2010 SHALL BE APPLIED. SOME DESTINATIONS MAY NOT BE POSSIBLE DUE TO GOVERNMENTAL OR INTERNATIONAL TRADE EMBARGO OR LOGISTIC CONSTRAINTS. ANY CHANGES OR ADDITIONAL PORTS ARE TO BE ADVISED TO THE SELLER WITHIN A TIME PERIOD OF THIRTY (30) DAYS PRIOR TO THE DATE OF SHIPMENT, WITH THE EXCEPTION OF NO OPERATIONAL PORTS DUE TO NATURAL DISASTER [HTTP://WWW.PORTARRIVALS.COM/PORTS.ASP](http://www.portarrivals.com/ports.asp) THE BUYER WARRANTS THAT THE PRODUCT WILL NOT BE TRADED DIRECTLY OR INDIRECTLY WITH OR TO ANY NATION, ENTITY OR DESTINATION PROHIBITED BY THE UNITED NATIONS.

- 6.1. 买方指定的主要港口中国将成为成本加运费(cif), 2010年国际贸易术语解释规则。由政府贸易禁运限制在目的地无法前往任何受禁港口。在装运期前三(30)天内, 买方应通知卖方任何变更。除非另有规定, 买方保证产品不会直接或间接地与任何被联合国禁止的国家或实体进行交易。<http://www.portarrivals.com/ports.asp>

SECTION 7. WEIGHT & QUALITY INSPECTIONS 第七节。重量和质量检查

- 7.1. THE SELLER GUARANTEES THAT EACH PRODUCT DELIVERY WILL BE PROVIDED WITH AN INSPECTION CERTIFICATE OF QUALITY, QUANTITY, AND WEIGHT ISSUED AT THE SELLER'S EXPENSE AT THE TIME OF PRODUCT DELIVERY TO THE LOADING PORT. THE INSPECTION MUST CERTIFY THAT THE ENTIRE PRODUCT IS IN GOOD ORDER AND PRIME CONDITION AND IN ACCORDANCE WITH THE SPECIFICATIONS SET FORTH HEREIN. S.G.S. SHALL PERFORM THE PRODUCT INSPECTION AT THE PORT OF LOADING. SELLER WILL ADVISE THE BUYER SEVEN (7) DAYS PRIOR TO LOADING THE VESSEL.
- 7.1. 卖方保证每次交付的产品在装货时由卖方承担的质量重量检验证书。检验证书必须证明产品在装货时符合规格, 并符合本船规格。sgs 应在装货前对产品进行检验。卖方应在装货前通知买方。
- 7.2. INSPECTIONS BY S.G.S. (SOCIETY GENERAL DE SURVEILLANCE) SHALL GOVERN PRODUCT INSPECTIONS, FOR QUALITY, QUANTITY, AND WEIGHT, THE WEIGHT TOLERANCE (±5%) IS ACCEPTABLE TO THE PARTIES HERETO AND SELLER'S ABSORBS THE COST FOR SGS.
- 7.2. 产品由 S.G.S. (通用检验) 进行检验。质量重量重量±5% 为双方所接受。卖方承担 sgs 的费用。

SECTION 8. CARGO INSURANCE 第八节。货物保险

- 8.1. AT THE SELLER'S SOLE EXPENSE SHALL ISSUE A CARGO INSURANCE POLICY FOR THE PRODUCT. THE INSURANCE POLICY SHALL COVER ONE HUNDRED AND TEN (110%) PERCENT OF EACH COMMERCIAL INVOICE VALUE OF EACH SHIPMENT AND THE INSURANCE POLICY SHALL BE ISSUED IN THE NAME OF THE BUYER.
- 8.1. 卖方应为该货物签发货物保险, 费用由卖方承担。保险单应包括所有费用。每批货物的商业发票金额加保险单的百分之一百一十(110%) 应以买方名义签发。

SECTION 9. DOCUMENTATION PRESENTED FOR PAYMENT 第九节。提交付款单据

A FULL SET OF THE FOLLOWING DOCUMENTS WILL BE ISSUED FOR PAYMENT:

- 1) OCEAN BILL OF LADING MARKED "FREIGHT PREPAID" AND CLEAN ON BOARD, ISSUED TO THE ORDER OF " " AND CONSIGNED TO " ".
- 2) COMMERCIAL INVOICE (EACH SIGNED IN ORIGINAL AND STAMPED BY SELLER) SHOWING THE COMMODITY NAME, DOCUMENTARY LETTER OF CREDIT NUMBER, B/L NUMBER AND DATE, QUANTITY LOADED, INVOICE VALUE AND LOADING PORT.
- 3) INSPECTION CERTIFICATE OF WEIGHT AND QUALITY, ISSUED BY SOCIETE GENERALE DE SURVEILLANCE (SGS) (OR OTHER SIMILAR RECOGNIZED INDEPENDENT INSPECTION COMPANY), AT PORT OF LOADING SHOWING, QUALITY AND QUANTITY SHIPPED EVIDENCING THAT GOODS ARE IN FULL CONFORMITY WITH SPECIFICATIONS AND CONDITIONS MENTIONED IN PRESENT CONTRACT.
- 4) SHIPPING COMPANY STATEMENT CONFIRMING THAT THE AGE VESSEL DOES NOT EXCEED TWENTY (20) YEARS, SEAWORTHY AND FIRST-CLASS P&I CLUB.
- 5) CERTIFICATE OF CLEANLINESS OF THE SCUTTLES AND THE HATCHES OF THE SHIP CERTIFIED BY A COMPANY OF INSPECTION.
- 6) CERTIFICATE OF ORIGIN ISSUED BY OR ENDORSED BY CHAMBER OF COMMERCE OF THE COUNTRY.
- 7) INSURANCE CERTIFICATE COVERING 110% OF THE TOTAL INVOICE VALUE.
- 8) FUMIGATION CERTIFICATE AND RADIATION CERTIFICATE.
- 9) PHYTOSANITARY CERTIFICATE INDICATING THAT THE GOODS ARE OF A QUALITY ADAPTED FOR HUMAN CONSUMPTION.
- 10) PACKING LIST SHOWING GROSS/NET WEIGHT AND NUMBER OF OCEAN BILL OF LADING.
- 11) BENEFICIARY'S CERTIFICATE CONFIRMING THAT COPIES OF ALL SHIPPING DOCUMENTS WERE SENT TO BUYER'S BANK AND THE HARD COPIES HAVE BEEN SENT BY (DHL) OR SIMILAR.

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SPELLING AND TYPOGRAPHICAL ERRORS AND DIFFERENCES OF SUCH NATURE BETWEEN BANK-ISSUED AND BENEFICIARY-ISSUED DOCUMENTS SHALL NOT BE DEEMED DISCREPANCIES PROVIDED THAT THE INTENT OF THE WRITER IS CLEAR FROM THE TEXT. INCOTERMS 2010 IS INCORPORATED IN THIS AGREEMENT AS A COPYRIGHTED AGREEMENT GOVERNED BY THE INCOTERMS 2010.

如果从文本中可以清楚地看出作者的意图, 则银行开具的单据和受益人开具的单据之间的拼写和排版错误以及此类性质的差异不应被视为差异。《2010年国际贸易术语解释通则》作为受《2010年国际贸易术语解释通则》管辖的版权协议纳入本协议。

ANY OTHER CERTIFICATE(S) NOT LISTED BUT ARE REQUIRED TO COMPLETE THE TRANSACTION SHALL BE PROVIDED WHEN REQUESTED TO THE CONCERNING PARTY IF POSSIBLE.

任何其他未列出但需要完成交易的证书应在要求时提供给 如有可能, 请联系当事人。

SECTION 10. OTHER CONDITIONS 第十节。其他条件

- 10.1. PARTIAL SHIPMENTS ALLOWED AND TRANSSHIPMENTS NOT ALLOWED.
10.1. 允许分批, 不允许转船
10.2. SHIPPING DOCUMENTS PRESENTED WITHIN TEN (15) DAYS AFTER THE DATE OF THE BILL OF LADING BUT WITHIN FINANCIAL INSTRUMENT VALIDITY ARE ACCEPTABLE.
10.2. 装运单据日期(10)天内或(15)天内(以较早者为准)是可接受的
10.3. DOCUMENTS WORDING (PCT) OR (ETD) OR (ETA) OR (%) OR (O/O) OR (%) OR (MT) OR (S.G.S.) OR (±5%) IS ACCEPTED
10.3. 文件措词(pct)或(etd)或(eta)或(%)或(o/o)或(%)或(mt)或(s.g.s.)或(±5%)可接受
10.4. SHIPMENT IN VESSELS CLASSIFIED LLOYDS 100-1 A OR EQUIVALENT.
10.4. 按持单等级100-1a或同等船舶
10.5. BUYER SHALL NOMINATE SHIP AGENT AT DISCHARGE PORT BEFORE ETA FOR UNLOADING.
10.5. 买方在卸货前在卸货港指定船务代理
10.6. CHARTER PARTY BILL OF LADING AND THIRD-PARTY DOCUMENTS ARE ACCEPTABLE.
10.6. 可接受的提单是第三方的
10.7. FIVE PERCENT (±5%) TOLERANCE IN WEIGHT IS ACCEPTABLE BY THE BUYER AND SELLER.
10.7. 5%(±5%)的重量误差是可接受的

SECTION 11. TERMS OF DELIVERY 第十一节。交货条件

- 11.1. SELLER SHALL 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 SEVEN (7) DAYS PRIOR TO THE VESSEL'S ARRIVAL AT THE PORT OF LOADING.
11.1. 卖方应在船舶进港前(7)天前通知买方船舶名称、船旗和船舶位置
11.2. SELLER IS RESPONSIBLE FOR ALL SUPERVISION, FEES, AND/OR LEVIES AT THE PORT OF LOADING.
11.2. 卖方负责港务管理费和/或费
11.3. THE VESSEL MUST BE CLASSIFIED AS 100-A-1 IN THE LLOYD'S REGISTER OR BE OF AN EQUIVALENT CLASSIFICATION AND MUST NOT BE OLDER THAN TWENTY (20) YEARS.
11.3. 该船必须是100-a-1级船级, 且不得超过(20)年
11.4. NOT LATER THAN SEVENTY-TWO (72) HOURS FROM THE COMPLETION OF LOADING, THE SELLER SHALL TELEX, FAX, OR EMAIL THE BUYER AND INFORM THEM OF THE VESSEL'S SAILING DATE AND THE EXPECTED TIME OF ARRIVAL AT THE PORT OF DESTINATION. SELLER SHALL INFORM THE BUYER OF THE VESSEL'S NAME, VESSEL'S CAPACITY, NUMBER OF HATCHES, AND AT COMPLETION OF LOADING THE QUANTITY LOADED PER CHAMBER AND THE QUANTITY SHIPPED.
11.4. 不超过七十二(72)小时, 卖方通过电报、传真、电邮或其他方式通知买方船舶名称、舱位数量, 并通知买方每舱装载数量

SECTION 12. VESSEL DISCHARGE & DEMURRAGE 第十二节 船舶装卸费

- 12.1. LAYTIME SHALL COMMENCE FROM THIRTEEN HUNDRED (1300) HOURS IF VESSEL NOTICES OF READINESS TO DISCHARGE IS GIVEN PRIOR TO NOON AND FROM ZERO EIGHT HUNDRED (0800) HOURS OF THE NEXT WORKING DAY IF NOTICE IS GIVEN AFTERNOON. IF THE PORT IS CONGESTED, THEN LAYTIME IS TO COMMENCE TWENTY-FOUR (24) HOURS AFTER NOTICE OF READINESS IS GIVEN. THE BUYER IS RESPONSIBLE FOR THE PRODUCT DISCHARGE AND ANY COSTS AT THE DISCHARGE PORT.
12.1. 如果在中午前通知, 则从1300(1300)小时开始, 如果在下午, 则从下一个工作日的0800(0800)小时开始, 如果在拥挤的港口, 则从通知发出后24(24)小时开始, 买方负责在港口卸货的费用
12.2. THE AVERAGE DISCHARGE RATE SHALL BE FOUR THOUSAND (4000) METRIC TONNES PER WEATHER WORKING DAY OF TWENTY-FOUR (24) HOURS. IF THE PORT OF DISCHARGE HAS A LOWER AVERAGE DISCHARGE, THE DISCHARGE RATE WILL BE ADJUSTED ACCORDING TO THE PORT'S CAPACITY. SHOULD THE VESSEL BE DISCHARGED AT A RATE LESS THAN THE AVERAGE, THE BUYER SHALL PAY TO SELLER DEMURRAGE AT A RATE STIPULATED IN THE TIME CHARTER PARTY AGREEMENT AS PER RUNNING DAY AND PRORATED SHARE FOR ANY PORTION OF ANY RUNNING DAY. IT IS AGREED THAT DEMURRAGE BE SETTLED BY THE VESSEL'S MASTER AND BUYER'S SHIPPING AGENT WITHIN FIVE (05) DAYS FROM THE RECEIPT OF THE VESSEL MASTER'S INVOICE. SHOULD THE VESSEL BE REQUIRED TO SHIFT FROM ONE BERTH FOR ANOTHER PORT OF DISCHARGE, THEN THE TIME USED SHIFTING SHALL BE FOR THE BUYER'S ACCOUNT. IN THE EVENT LIGHTERAGE IS REQUIRED AT THE PORT OF DISCHARGE, SAID EXPENSES ARE ON THE BUYER'S ACCOUNT.
12.2. 平均卸货量为天气工作日(24)小时(4000)公吨, 如果港口平均卸货量低, 则根据港口容量调整, 如果船舶装卸率低于平均卸货量, 买方应按租船合同条款支付滞期费, 按运行日比例分摊, 双方同意, 滞期费由买方和船务代理在收到发票后(05)天内解决, 如果船务代理从一个港口转移到另一个港口, 那么使船舶转移的时间由买方承担, 如果发生驳运, 上述由买方承担
12.3. ALL PORT OF LOADING CHARGES ARE ON THE ACCOUNT OF THE SELLER AND ALL PORT OF DISCHARGE CHARGES ARE ON THE ACCOUNT OF THE BUYER.
12.3. 所有装货费用由卖方承担, 所有卸货费用由买方承担

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12.4. THE DEMURRAGE SHALL BE DETERMINED BY VESSEL MASTERS INVOICE AND A REASONABLE AMOUNT OF TIME SHALL BE DEEMED AS FIVE (05) INTERNATIONAL BANKING DAYS. ALL PARTIES SHALL AGREE ON THE AMOUNT THAT THEY WILL BEAR AND SHALL BE PAID PRO-RATA. BUYER MUST ENSURE REQUESTED DISCHARGE PORTS ARE CAPABLE TO RECEIVE THE HIGH VOLUMES OF THE COMMODITY REQUESTED IN ORDER TO PREVENT EXCESS DEMURRAGE OR EXCESS DELAYS FOR THE INCOMING VESSEL TRAFFIC OR TO IMPEDE SCHEDULED DELIVERIES. SELLER IN NO WAY IS RESPONSIBLE FOR DISCHARGE PORT CAPABILITIES OR FACILITIES OR COSTS

12.4. 滞期费按约定合理的期间被为(05)个工作日,各开港港将滞期金额并按时交付,买方必须确保船舶能够接收大量的货物,防止船主通过长时间或多次滞期交货,卖方将不能、设施或费用

SECTION 13. ADVICE OF SHIPMENT 第13节 装运通知

13.1. BUYER REQUESTS THE VESSEL'S MASTER TO ADVISE THE BUYER'S AGENT AT PORT OF DISCHARGE, THE VESSEL'S NAME, DATE OF ARRIVAL, VESSEL CAPACITY, NUMBER OF HATCHES AND NUMBER OF CARGO CHAMBERS, QUANTITY LOADED PER CARGO CHAMBER, AND THE PARTICULARS OF THE VESSEL'S READINESS TO EFFECT CARGO OPERATIONS THROUGH ALL HATCHES.

13.1. 买方要船舶主通知在装运的船舶的名称,到期船容量,舱数,舱数,每舱装数量,以及船舶通过所有舱门进行货物操作的情况

13.2. THE VESSELS MASTER SHALL GIVE TWENTY (20) DAYS AND THEN SEVEN DAYS PROVISIONAL NOTICE AND THEN SEVENTY-TWO (72), THIRTY-SIX (36), AND TWELVE (12) HOURS FINAL NOTICE OF THE VESSEL'S ESTIMATED TIME OF ARRIVAL AT PORT OF DESTINATION TO THE BUYER'S AGENT AT THE PORT OF DISCHARGE, SUCH NOTICES SHALL BE EFFECTED DURING NORMAL BUSINESS HOURS AND WHETHER IN BERTH OR NOT.

13.2. 船舶主必须在装运前20(20)天,通知,然后72(72)、36(36)和12(12)小时,最后通知船舶到港的时间,通知应在此期间内生效,无论是在泊位

13.3. THE FIVE (05) WORKING DAYS PRIOR TO ARRIVAL AT THE DISCHARGING PORT, THE MASTER OF THE VESSEL SHALL NOTIFY THE SELLER AND THE BUYER OR THE AUTHORIZED AGENT AT THE DESTINATION PORT THAT THE SHIP IS SCHEDULED TO ARRIVE IN FIVE (05) DAYS TIME: (A) NAME OF SHIP (B) NATIONALITY OF THE SHIP (C) CONTRACT NUMBER (D) QUANTITY AND BL NUMBER AND DATE (E) LOA/BEAM (F) NUMBER OF HOLDS/HATCHES/CRANES/DERRICKS (G) AGE OF SHIP (H) FLAG OF SHIP (I) ETD AND ETA OF VESSEL.

13.3. 在五(05)个工作日内,船舶主必须在船舶到达卸货港前五天(A)船名(B)船籍(C)合同(D)数量(每和日期(E)梁)的容量,船主通知(G)船龄(H)船旗(I)船主通知

13.4. MARINE INSURANCE IS TO BE THE BUYER'S RESPONSIBILITY AND ASSIGNMENT TO THE BUYER, AND A VESSEL UP TO TWENTY (20) YEARS OF AGE IS ACCEPTABLE.

13.4. 海运买方责任,买方船不超过(20)年船龄可接受的

13.5. ADVISING DAYS FOR SHIPMENT AS STATED ABOVE.

13.5. 通知日期如上述

SECTION 14. TERMS OF SHIPMENT "INCOTERMS 2010" 第十四节.《2010年国际贸易术语解释通则》

14.1. THE SELLER SHALL SHIP THE PRODUCT WITHIN THE TIME STIPULATED IN SHIPPING SCHEDULE IN "ANNEX A" GIVEN AND AGREED UPON BY BUYER AND SELLER IN THIS AGREEMENT.

14.1. 卖方应在买卖合同中规定的附件"的范围内,在规定时间内装运产品

14.2. THE BUYER WILL NOT BE RESPONSIBLE FOR THE TERMS OF THE CHARTER PARTY, WHICH DEVIATE FROM THE TERMS OF THIS AGREEMENT UNLESS DIFFERENT TERMS HAVE PREVIOUSLY BEEN AGREED UPON IN WRITING BETWEEN THE BUYER AND SELLER.

14.2. 买方将不负责租约条款,其条款与本协议不一致,除非在买卖双方之间达成协议

14.3. THE VESSEL CHARTERED BY THE SELLER SHALL BE SUITABLE AND SEAWORTHY AND SHALL BE IN GOOD CONDITION, AND SHALL NOT EXCEED TWENTY (20) YEARS OF AGE.

14.3. 卖方所租的船,其状态良好,船龄不得超过(20)年

14.4. THE CARRYING VESSEL CHARTERED BY THE SELLER SHALL SAIL AND ARRIVE AT THE PORT OF DESTINATION WITHIN THE NORMAL REASONABLE PERIOD OF TIME.

14.4. 卖方所租的船,应在合理的时间内到达目的地

14.5. IF THE VESSEL SUFFERS ANY ACCIDENT OR MECHANICAL PROBLEM EN ROUTE, THE BUYER SHALL TIMELY ADVISE THE SELLER OF THE PROBLEM AND PRESENT AN IMMEDIATE CLAIM TO THE INSURANCE TO COVER DAMAGE CAUSED BY THE DELAY.

14.5. 如果在途发生意外或机械故障,买方应及时通知卖方,并向保险公司提出索赔,以赔偿船舶延误造成的损失

SECTION 15. IMPORT FACILITIES, DOCUMENTS, TAXES, AND FEES 第15节 进口设施、单据、税费

15.1. ALL TAXES OR LEVIES IMPOSED BY THE COUNTRY OF DESTINATION HAVING ANY EFFECT ON THIS CONTRACT ARE ON THE BUYER'S ACCOUNT AND HIS SOLE RESPONSIBILITY. BUYER MUST HAVE PROOF OF PAYMENT OR IMPORT PERMISSIONS AND PERMITS IN WRITING BY THE INTERNATIONAL CHAMBER OF COMMERCE OR MINISTRY OF TRADE OF COMMODITY RECEIVING PORT AND COPIES SENT TO THE SELLER.

15.1. 目的国所有对合同货物征收的税费,均由买方承担,并负责提供,买方必须有商会或商品接收港的进口许可证,并须提供复印件

15.2. BUYER BEARS THE SOLE RESPONSIBILITY OF SECURING ALL PERMITS, PERMISSIONS, AND LICENSES OR ANY OTHER DOCUMENTS REQUIRED BY THE GOVERNMENT OF THE IMPORTING NATION.

15.2. 买方有义务确保进口国家的所有许可证和许可或其他文件齐全

15.3. SELLER SHALL BEAR NO RESPONSIBILITY TO PROVIDE SUCH DOCUMENTATION. THE BUYER WILL BEAR ALL COSTS ASSOCIATED WITH SECURING SUCH DOCUMENTS AND WILL ALSO BEAR ALL COSTS AND PENALTIES IF SUCH DOCUMENTS ARE NOT SECURED.

15.3. 卖方不承担提供文件的义务,买方将承担提供文件的所有费用,如果文件未提供,买方也将承担所有费用和罚款

15.4. IN NO CASE SHALL THE SELLER BE HELD LIABLE FOR MISSING OR IMPROPER DOCUMENTATION THAT THE BUYER IS REQUIRED TO PROVIDE. ALL SHIPPING DOCUMENTS ARE BASED ON INCOTERMS 2010.

15.4. 在任何情况下,卖方对买方提供的文件缺失或不完整不承担任何责任,所有单据均基于2010年国际贸易术语解释通则

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SECTION 16. FORCE MAJEURE 第16节 不可抗力

- 16.1. NEITHER OF THE CONTRACTING PARTIES WILL ANSWER FOR THE MISCARRYING OUT IN DUE TIME AND/OR FOR THE IMPROPER TOTAL OR PARTIAL PERFORMANCE...
16.1. 如果事件或灾害是法律规定的不可抗力...
16.2. THE PARTY THAT INVOKES FORCE MAJEURE OUTSIDE OF NATURAL CAUSES, EARTHQUAKE, STORMS, OR FIRE THROUGH (ACT OF GOD), OR DECLARATION OF WAR...
16.2. 援引因地震、风暴、火灾(或上帝行为)或战争...
16.3. IF IN A PERIOD OF FIFTEEN (15) DAYS SINCE THE EVENT TAKES PLACE, THIS DOES NOT CEASE...
16.3. 如果事件发生后(15)天内这种情况未止...
16.3. 如果事件发生后(15)天内这种情况未止...
16.3. 如果事件发生后(15)天内这种情况未止...

SECTION 17. DISCLOSURE 第17节 信息披露

- 17.1. THIS AGREEMENT IS NOT TO BE FREELY CIRCULATED AND IS ONLY FOR THE PURPOSE OF THE TRANSACTION CONTAINED HEREIN...
17.1. 本协议不得自由流通且只能用于本协议的...
17.1. 本协议不得自由流通且只能用于本协议的...
17.1. 本协议不得自由流通且只能用于本协议的...

SECTION 18. NON CIRCUMVENTION AND NON DISCLOSURE 第18节 非规避非披露

- 18.1. THE BUYER AND SELLER ACCEPT AND AGREE TO THE PROVISIONS OF THE INTERNATIONAL CHAMBER OF COMMERCE, PARIS FOR NON-CIRCUMVENTION AND NON-DISCLOSURE...
18.1. 买卖双方同意接受并同意本协议...
18.2. THIS CLAUSE IS EXTENSIVE TO ALL SUBSIDIARIES AND AFFILIATED COMPANIES...
18.2. 本协议适用于所有公司和属公司...
18.3. THE INTERMEDIARY COMPANIES, BROKERS, OR MANDATES SHALL NOT BE HELD LIABLE...
18.3. 中介机构经买卖双方认可的...
18.4. THE INTERMEDIARY COMPANIES, BROKERS, OR MANDATES SHALL COMPLETE AN INTERNATIONAL CHAMBER OF COMMERCE (ICC) MASTER FEE PROTECTION AGREEMENT...
18.4. 中介机构经买卖双方达成国际商会(cc)总协议以保其合规...

SECTION 19. VARIATION AND INDULGENCE 第十九节 约束

- 19.1. NO WAIVER BY A PARTY OF ANY BREACH, FAILURE, OR DEFAULT IN PERFORMANCE BY THE OTHER PARTIES...
19.1. 一方另方在违约或不履行或行为懈怠...
19.1. 一方另方在违约或不履行或行为懈怠...
19.1. 一方另方在违约或不履行或行为懈怠...

SECTION 20. MISCELLANEOUS 第二十节 其他

- 20.1. ALL DOCUMENTATION RELATED TO THIS AGREEMENT OR REFERRED BY THIS CONTRACT SHALL BE IN THE OFFICIAL ENGLISH LANGUAGE...
20.1. 与本协议有关的所有文件均使用英语...
20.2. BOTH PARTIES RESERVE THE RIGHT TO ASSIGN THIS AGREEMENT, SHOULD THE NEED ARISE...
20.2. 双方保留转让本协议的权利...
20.2. 双方保留转让本协议的权利...
20.2. 双方保留转让本协议的权利...

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SECTION 22. CAPTIONS 第二十二节。标题

- 22.1. THE CAPTIONS USED IN CONNECTION WITH THE SECTIONS OF THIS AGREEMENT ARE INSERTED ONLY FOR THE PURPOSE OF REFERENCE. SUCH CAPTIONS SHALL NOT BE DEEMED TO GOVERN, LIMIT, MODIFY, OR IN ANY OTHER MANNER AFFECT THE SCOPE, MEANING, OR INTENT OF ANY PROVISIONS OR ANY PART THEREOF; NOR SHALL SUCH CAPTIONS OTHERWISE BE GIVEN ANY LEGAL EFFECT.
22.1. 与标题有关的标题仅供参考，该标题不被视为限制、修改、或在任何其他方面影响其范围、含义或意图，也不被视为具有法律效力。

SECTION 23. GOVERNING LAW 第二十三节。适用法律

- 23.1. THIS AGREEMENT SHALL BE GOVERNED AND INTERPRETED IN ACCORDANCE WITH THE RULES OF THE INTERNATIONAL CHAMBER OF COMMERCE (ICC) AND SUBJECT TO THE INTERPRETATION OF INCOTERMS 2010 EDITION. ANY DISCREPANCIES BETWEEN THE GOVERNING APPLICABLE LAW AND THIS AGREEMENT, THE PARTIES AGREEMENT CONTAINED IN THIS AGREEMENT SHALL PREVAIL, AS LONG AS THEY ARE LEGAL. IF THERE SHALL EXIST ANY LEGALITY CONFLICT BETWEEN ANY PROVISION CONTAINED HEREIN AND ANY SUCH APPLICABLE LAW OR POLICY, THE LATTER SHALL PREVAIL; AND THE PROVISION OR PROVISIONS HEREIN AFFECTED SHALL BE CURTAILED, LIMITED, OR ELIMINATED TO THE EXTENT (BUT ONLY TO THE EXTENT) NECESSARY TO REMOVE SUCH LEGAL CONFLICT, AND AS SO MODIFIED, ANY AND ALL OTHER WORDS, PHRASES, PARAGRAPHS OR SECTIONS OF THIS AGREEMENT SHALL CONTINUE IN FULL FORCE AND LEGAL EFFECT.

- 23.1. 本协议受国际商会(icc)规则管辖并受2010年国际贸易术语解释通则适用。本协议的任何条款均应以适用法律为准。只要是合法的，如本协议与适用法律或政策之间存在任何冲突，本协议将优先适用。如果本协议与适用法律或政策之间存在任何冲突，本协议将予以修改、限制或消除，并以必要的程度(但仅限于必要的程度)修改、限制或消除，以使本协议符合适用法律。本协议的任何其他条款、段落或章节将继续完全有效。

SECTION 24. ADDRESSES AND NOTICES 第二十四节。地址和通知

- 24.1. THE PARTIES ADDRESSES ARE AS FIRST WRITTEN AND RECORDED HEREIN AT THE BEGINNING OF THIS AGREEMENT AND NOTICES TO SUCH ADDRESS WILL BE REGARDED AS RECEIVED WITHIN TEN (10) DAYS AFTER DISPATCHED BY COURIER SERVICE TO SUCH ADDRESS WITH A RECEIPT COPY BY REGISTERED MAIL, BY FAX OR EMAIL SHALL BE REGARDED DELIVERED AND RECEIVED WITHIN TWENTY-FOUR (24) HOURS WITH RECEIPT COPY OF FAX OR EMAIL. ANY CHANGE OF ADDRESS SHALL BE BY WRITTEN NOTICE SENT IN THE SAME TERMS AND CONDITIONS AS SPECIFIED ABOVE.

- 24.1. 本协议中首次书面记录并在本协议开始时记录在本协议中的地址，将通过快递服务(10)天内收到，并有收据副本。通过注册邮件、传真或电子邮件发送的通知，将在24(24)小时内送达。如有任何地址变更，应以书面形式通知，且应符合上述条款和条件。

SECTION 25. ENTIRE AGREEMENT 第二十五节。全部协议

- 25.1. THIS AGREEMENT EXPRESSES THE ENTIRE UNDERSTANDING AND THE ENTIRE AGREEMENT BETWEEN SELLER AND BUYER AND REPLACES AND SUPERSEDES ANY AND ALL PREVIOUS ARRANGEMENTS, UNDERSTANDINGS, REPRESENTATIONS, EITHER ORAL OR WRITTEN, INCLUDING ALL OTHER DOCUMENTS PREVIOUS TO THIS AGREEMENT AND REGARDING THE SUBJECT MATTER HEREOF FROM THE DATE AND YEAR FIRST WRITTEN.
25.1. 本协议表达了买卖双方之间的全部理解和协议，并取代了之前所有口头或非书面协议，包括之前所有文件以及自本协议签署之日起的所有其他文件。

SECTION 26. EXECUTION OF CONTRACT - BANK INFORMATION 第二十六节。执行合同 - 银行信息

- 26.1. UPON FULL EXECUTION OF THIS AGREEMENT THAT SHALL BE LEGAL AND BINDING BY COURIER, FAX, AND E-MAIL COPIES, EACH OF WHICH SHALL BE DEEMED AS ORIGINAL IN NATURE AND SHALL REMAIN ENFORCEABLE UNTIL BUYER AND SELLER EXECUTE FOUR (04) ORIGINAL HARD COPIES MADE IN PDF FORMAT. BUYER SHALL SEND TO SELLER FOUR FULLY EXECUTED ORIGINAL SETS WITH SIGNATURES ON EVERY PAGE OF THE AGREEMENT. SELLER SHALL EXECUTE AND DISTRIBUTE ALL FOUR (04) ORIGINAL COPIES. ONE SET TO BUYER, ONE SET TO BUYER'S BANK, ONE SET TO SELLER'S BANK, AND SELLER SHALL KEEP ONE SET. CARBON COPIES CANNOT BE USED AND WILL NOT BE ACCEPTED OR VALID. THEREAFTER ANY ADDITIONS, DELETIONS, OR AMENDMENTS TO THIS AGREEMENT WILL NOT BE VALID UNLESS AGREED IN WRITING AND SIGNED BY BOTH PARTIES UTILIZING THE SAME PROCEDURE DESCRIBED HEREINABOVE.

- 26.1. 本协议将通过快递、传真和电子邮件副本执行，每份副本均具有法律效力。每份副本均须由买卖双方签署(04)份。格式为PDF格式。买方应向卖方发送四套原件，每套原件均须由买卖双方签署。卖方应保留(04)份原件一套、买方一套、银行一套、卖方一套。卖方保留一套原件。复本不能用于执行或生效。此后，本协议的任何修改或更改均无效，除非以书面形式并经双方同意并签署。碳副本不能用于执行或生效。

- 26.2. ALTERNATE CORPORATE BANK ACCOUNTS – DUE TO THE DIFFERENT BANKING REGULATIONS AND PRACTICES AROUND THE WORLD, VARIOUS BANKING INSTRUMENTS ARE ACCEPTED BY SOME BANKS IN SOME COUNTRIES AND NOT ACCEPTED BY OTHERS. DEPENDING UPON THE FINANCIAL INSTRUMENT FINALLY ISSUED BY THE BUYER TO THE SELLER, IN ORDER TO FACILITATE THE TRANSACTION, IT MAY BE NECESSARY FOR THE SELLER TO USE A BANK OTHER THAN ORIGINALLY DESIGNATED. DIRECT CONTACT WITH ANY BANK DESIGNATED BY THE SELLER WITHOUT FIRST GAINING WRITTEN PERMISSION IS NOT BE PERMITTED AND COULD RENDER THIS AGREEMENT NULL AND VOID AT THE SELLER'S SOLE DISCRETION.

- 26.2. 由于世界各地的监管做法不同，各国银行在某些国家被接受，而在其他国家则不被接受。根据买方最终向卖方发出的金融工具的性质，为了方便交易，卖方可能需要使用除原指定银行以外的其他银行。未经卖方事先书面许可，不得与任何指定银行直接联系，且可能使本协议无效。卖方保留最终决定权。

SECTION 27. SELLER AND BUYER BANKING DETAILS 第二十七节。卖方和买方的银行信息

- 27.1. THE BUYER CONFIRMS THE FUNDS ARE GOOD CLEAN CLEAR, NON-CRIMINAL FUNDS AND THE FUNDS ARE AVAILABLE TO TRANSFER VIA MT103 BANK TRANSFER BY THE BUYER'S BANK ACCOUNT ACCORDINGLY THE PROCEDURES DESCRIBE IN THIS AGREEMENT.
27.1. 买方确认其提供的资金是干净的、合法的、非犯罪资金，且资金可通过银行电汇mt103转账。根据本协议中描述的程序。

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27.2.

BUYER'S BANK 买方银行	
BANK NAME 银行名称:	
BANK ADDRESS 银行地址:	
BANK OFFICER 银行职员:	
BANK OFFICER EMAIL 银行主管人电子邮件:	
BANK TELEPHONE 银行电话:	
ACCOUNT HOLDER 帐户持有人:	
ACCOUNT NUMBER 帐号:	
IBAN NUMBER:	
SWIFT CODE 银行的国际代码:	

27.3.

SELLER'S BANK 卖家银行	
BANK NAME 银行名称:	
BANK ADDRESS 银行地址:	
BANK OFFICER 银行职员:	
OFFICER TELEPHONE 联系电话:	
ACCOUNT HOLDER 帐户持有人:	
ACCOUNT NUMBER 账号:	
ABA NUMBER:	
SWIFT CODE 银行的国际代码:	

27.4. ALL BANK CHARGES FROM THE BUYER'S BANK RELATED TO THIS AGREEMENT ARE SOLELY ON THE BUYER'S ACCOUNT.

27.4. 与本协议有关的买方银行的所有费用均由买方承担

27.5. ALL BANK CHARGES FROM THE SELLER'S BANK RELATED TO THIS AGREEMENT ARE SOLELY ON THE SELLER'S ACCOUNT.

27.5. 与本协议有关的卖方银行的所有费用均由卖方承担

SECTION 28. - AGREEMENT SIGNATORIES 第二十八节。协议签署国

28.1. 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.

28.1. 本协议由双方代表签署，双方代表在此理解、同意并接受本协议的所有条款，并在本协议签署日期和年份首次书面签署。本协议各方所指定的合法授权代表各自的公司。

“THE “SELLER” “卖方”

XXXXXXXXXXXXXXXXXXXX, 葡萄牙国际贸易协会,
SELLER'S REPRESENTATIVE: XXXXXXXXXX 卖方代表 XXXXXXXXXX 先生

TITLE: Director 职务:负责人

(THE SELLER)(卖方)

“THE BUYER” “买方”

XXXXXXXXXXXXXXXXXXXX
BUYER'S REPRESENTATIVE 买方代表::

TITLE 职务:
(THE BUYER)(买方)

SALES AND PURCHASE AGREEMENT (SPA)

CONTRACT CODE: XXXXXXX/FOODLINE & CO. LLC

REFERENCE CODE: XXXX - SOYBEAN MEAL

“CLASSIFIED AND CONFIDENTIAL”

DATE OF ISSUE: NOVEMBER __, 2022

“THE BROKER” “代理”

FOODLINE & CO. LLC, USA

BROKER'S REPRESENTATIVE 经纪人代表: Mr. SLOBODAN VRZIC 斯洛博丹·VRZIC 先生

TITLE 职务: DIRECTOR 负责人

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

Tel: Switzerland + 41 22 548 05 05,

e-mail: vrzic@foodlineco.com

www.foodlineco.com

(THE BROKER) (代理)

“ANNEX A” “附件”

SHIPPING TERMS AND CONDITIONS 航运条款

- THE FIRST SHIPMENT SHALL START WHEN 30/45 DAYS FROM DATE SELLER RECEIVES AND APPROVES THE FINANCIAL INSTRUMENT (DOCUMENTARY LETTER OF CREDIT (DLC) AS WRITTEN IN SECTION 3. SUB-SECTION 3.1. PAYABLE AT SIGHT WITHIN THREE (3) BANKING DAYS UPON THE BUYER'S BANK RECEIVING THE SELLER'S COMMERCIAL INVOICE, AND THE SHIPPING DOCUMENTS LISTED IN SECTION 9.
- 第一批货物应在卖方收到并批准第3条所述的金融工具(跟单信用证(DLC))之日起30/45天内开始装运。3.1小节。买方银行在收到卖方商业发票和第9条中列出的装运单据后三(3)个银行日内付款。
- ONCE THE CAPTAIN OF THE VESSEL RELEASES THE BILL OF LADING, THE SHIPPING COMPANY NOMINATED IS RESPONSIBLE FOR FINAL DATE OF DELIVERY OF CARGO TO THE DISCHARGE PORT.
- 一旦船长释放提单，指定的船公司负责货物到卸货港的最后交付日期。
- PARTIAL SHIPMENTS ALLOWED, TRANSSHIPMENTS NOT ALLOWED.
- 允许分批装运，不允许转船。
- INSPECTIONS BY S.G.S. (SOCIETY GENERAL DE SURVEILLANCE) SHALL GOVERN ALL INSPECTIONS FOR QUALITY, QUANTITY AND WEIGHT ($\pm 5\%$) WEIGHT TOLERANCE IS ACCEPTED BY THE BUYER AND SELLER HEREOF.
- 由S.G.S. (general de surveillance)检验规范所有质量、数量和重量的检验。(±5%)本合同中买方和卖方均接受重量公差。

“ANNEX A” IS AN INTEGRAL PART OF THE AGREEMENT WRITTEN ABOVE.

“附件一” 为上述协议的组成部分。

SALES AND PURCHASE AGREEMENT (SPA)

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“ANNEX B” “附件B”

ELECTRONIC SIGNATURES AND TRANSMISSIONS

“ACCEPTED AND AGREED WITHOUT CHANGE”

ELECTRONIC SIGNATURE IS VALID AND ACCEPTED AS HAND SIGNATURE

电子签名和传输

“接受并同意，不加更改”

电子签名有效，并接受手写签名

EDT (ELECTRONIC DOCUMENT TRANSMISSIONS) 电文传送

EDT (ELECTRONIC DOCUMENT TRANSMISSIONS) SHALL BE DEEMED VALID AND ENFORCEABLE IN RESPECT OF ANY PROVISIONS OF THIS AGREEMENT.

就本协议而言Edt(电文传输)被视为有效的

AS APPLICABLE, THIS AGREEMENT SHALL BE:

在适用时适用

INCORPORATE U.S. PUBLIC LAW 106-229, “ELECTRONIC SIGNATURES IN GLOBAL & NATIONAL COMMERCE ACT” OR SUCH OTHER APPLICABLE LAW CONFORMING TO THE UNCITRAL MODEL LAW ON ELECTRONIC SIGNATURES (2001).

纳入美国法106-229、“全球国家电子商务法”或其他符合联合国国际贸易法委员会电子签名法(2001)的法律

ELECTRONIC COMMERCE AGREEMENT (ECE/TRADE/257, GENEVA, MAY 2000) ADOPTED BY THE UNITED NATIONS CENTRE FOR TRADE FACILITATION AND ELECTRONIC BUSINESS (UN/CEFACT).

联合国贸易便利化和电子商务中心(un / cefact)通过的《电子商务协定》(ece / trade / 257 , 日内瓦 , 2000年5月)。

“ANNEX B” IS AN INTEGRAL PART OF THE AGREEMENT WRITTEN ABOVE.

“附件B”为上述协议的一部分

SALES AND PURCHASE AGREEMENT (SPA)

CONTRACT CODE: XXXXXXX/FOODLINE & CO. LLC

REFERENCE CODE: XXXX - SOYBEAN MEAL

“CLASSIFIED AND CONFIDENTIAL”

DATE OF ISSUE: NOVEMBER __, 2022

DRAFT OF REVOLVING DOCUMENTARY LETTER OF CREDIT

LOCAL SWIFT ACKS..... INSURANCE TYPE AND TRANSMISSION

.....

NOTIFICATION (TRANSMISSION) OF ORIGINAL SENT TO SWIFT (ACK) NETWORK DELIVERY STATUS : NETWORK
ACKS

PRIORITY / DELIVERY : NORMAL MESSAGE

INPUT REFERENCE :

MESSAGE TYPE: MT700

SENDER:

RECEIVER:

:27:SEQUENCE OF TOTAL

1 / 1

:40A: FORM OF LETTER OF CREDIT IRREVOCABLE, TRANSFERABLE,
DIVISIBLE

:20:LETTER OF CREDIT NUMBER

.....

:31C: DATE OF ISSUE

00/09/2022

:40E: APPLICABLE RULES UCP LATEST
VERSION

:31D: DATE AND PLACE OF EXPIRY

..... (four (4) months from date of issue) the (COUNTRY)

:50: APPLICANT

(BUYER)

:59: BENEFICIARY

(SELLER)

:32B: CURRENCY CODE, AMOUNT

USD 00.000,000,00

:39A: PERCENTAGE CREDIT AMOUNT TOLERANCE

5/5

:41D: AVAILABLE WITH ANY BANK BY NEGOTIATION

:42C: DRAFTS AT.....

DRAFT AT SIGHT

:42D: DRAWEE ISSUING BANK

:43P: PARTIAL SHIPMENTS ALLOWED

:43T: TRANSHIPMENT NOT ALLOWED

:44E: PORT OF LOADING PORT OF DEPARTURE ANY PORT (S) OF THE BRAZIL

:44F: PORT OF DISCHARGE PORT OF DESTINATION,

SALES AND PURCHASE AGREEMENT (SPA)

CONTRACT CODE: XXXXXXX/FOODLINE & CO. LLC

REFERENCE CODE: XXXX - SOYBEAN MEAL

“CLASSIFIED AND CONFIDENTIAL”

DATE OF ISSUE: NOVEMBER __, 2022

ANY COMMERCIAL PORT IN CHINA

:44C: LATEST DATE OF SHIPMENT

___.00.202

:45A: DESCRIPTION OF GOODS AND / OR SERVICES

SOYBEAN MEAL

QUANTITY: 000.000 MT, PLUS/MINUS 5 PERCENT.

PRICE: USD 000 PER 1(ONE) MT

TRADE TERMS: CIF ANY CHINA COMMERCIAL PORT

CONTRACT NO _____

:46A: DOCUMENTS REQUIRED

A FULL SET OF THE FOLLOWING DOCUMENTS WILL BE ISSUED FOR PAYMENT:

- 1) OCEAN BILL OF LADING MARKED “FREIGHT PREPAID” AND CLEAN ON BOARD, ISSUED TO THE ORDER OF “_____” AND CONSIGNED TO “_____”.
- 2) COMMERCIAL INVOICE (EACH SIGNED IN ORIGINAL AND STAMPED BY SELLER) SHOWING THE COMMODITY NAME, DOCUMENTARY LETTER OF CREDIT NUMBER, B/L NUMBER AND DATE, QUANTITY LOADED, INVOICE VALUE AND LOADING PORT.
- 3) INSPECTION CERTIFICATE OF WEIGHT AND QUALITY, ISSUED BY SOCIETE GENERALE DE SURVEILLANCE (SGS) (OR OTHER SIMILAR RECOGNIZED INDEPENDENT INSPECTION COMPANY), AT PORT OF LOADING SHOWING, QUALITY AND QUANTITY SHIPPED EVIDENCING THAT GOODS ARE IN FULL CONFORMITY WITH SPECIFICATIONS AND CONDITIONS MENTIONED IN PRESENT CONTRACT.
- 4) SHIPPING COMPANY STATEMENT CONFIRMING THAT THE AGE VESSEL DOES NOT EXCEED TWENTY (20) YEARS, SEAWORTHY AND FIRST-CLASS P&I CLUB.
- 5) CERTIFICATE OF CLEANLINESS OF THE SCUTTLES AND THE HATCHES OF THE SHIP CERTIFIED BY A COMPANY OF INSPECTION.
- 6) CERTIFICATE OF ORIGIN ISSUED BY OR ENDORSED BY CHAMBER OF COMMERCE OF THE COUNTRY.
- 7) INSURANCE CERTIFICATE COVERING 110% OF THE TOTAL INVOICE VALUE.
- 8) FUMIGATION CERTIFICATE AND RADIATION CERTIFICATE.
- 9) PHYTOSANITARY CERTIFICATE INDICATING THAT THE GOODS ARE OF A QUALITY ADAPTED FOR HUMAN CONSUMPTION.
- 10) PACKING LIST SHOWING GROSS/NET WEIGHT AND NUMBER OF OCEAN BILL OF LADING.
- 11) BENEFICIARY’S CERTIFICATE CONFIRMING THAT COPIES OF ALL SHIPPING DOCUMENTS WERE SENT TO BUYER’S BANK AND THE HARD COPIES HAVE BEEN SENT BY (DHL) OR SIMILAR.

:47A: ADDITIONAL CONDITIONS

+ THIRD-PARTY DOCUMENTS ACCEPTABLE.

+THE ADVISING BANK IS NOMINATED TO BE THE TRANSFERRING BANK. UPON TRANSFER, THE TRANSFERRING BANK MUST NOTIFY ISSUING BANK BY TESTED TELEX/AUTHENTICATED SWIFT.

+PARTIAL DRAWINGS PERMITTED HOWEVER THE AGGREGATE AMOUNT OF ALL DRAWINGS MAY NOT EXCEED THE STATED AMOUNT. THE AMOUNT OF ANY PAYMENT MADE UNDER THIS LETTER OF CREDIT WILL REDUCE THE AMOUNT AVAILABLE BY THE SAME AMOUNT.

+THIS LETTER OF CREDIT SETS FORTH IN FULL THE TERMS OF OUR UNDERTAKING AND SUCH UNDERTAKING SHALL NOT IN ANY WAY BE MODIFIED, AMENDED, OR AMPLIFIED BY REFERENCE TO ANY DOCUMENT, INSTRUMENT, OR AGREEMENT REFERRED TO HEREIN OR TO WHICH THIS LETTER OF CREDIT RELATES, AND ANY SUCH REFERENCE SHALL NOT BE DEEMED TO INCORPORATE HEREIN BY REFERENCE ANY DOCUMENT, INSTRUMENT OR AGREEMENT, IT BEING UNDERSTOOD THAT ANY REFERENCE TO ANY SUCH DOCUMENT, INSTRUMENT OR AGREEMENT IS FOR INFORMATIONAL PURPOSES ONLY.

+EXCEPT AS EXPRESSLY STATED HEREIN, THIS UNDERTAKING IS NOT SUBJECT TO ANY AGREEMENT, CONDITION, OR QUALIFICATION. THE OBLIGATION OF (ISSUING BANK) UNDER THIS LETTER OF CREDIT IS THE INDIVIDUAL OBLIGATION OF ISSUING BANK AND IS IN NO WAY CONTINGENT UPON REIMBURSEMENT WITH RESPECT THERETO.

+THIS LETTER OF CREDIT SERVES AS COLLATERAL TO SECURE ANY LOAN OR CREDIT FACILITY EXTENDED TO THE BENEFICIARY. WE FURTHER CONFIRM THAT THE CASH FUNDS IN OUR CLIENT’S ACCOUNT ARE GOOD, CLEAN, CLEARED, UNENCUMBERED FUNDS OF NON-CRIMINAL ORIGIN.

+THIS INSTRUMENT IS UNCONDITIONAL, IRREVOCABLE, REVOLVING, TRANSFERABLE, ASSIGNABLE, AND UNRESTRICTED.

+WE ENGAGE WITH YOU THAT DRAFTS AND DOCUMENTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT WILL BE DULY HONORED IF PRESENTED FOR PAYMENT TO [ISSUING BANK], LOCATED AT [ADDRESS], BY AUTHENTICATED SWIFT TO ISSUING BANKS BIC OR ISSUING BANKS PRESENTATION ADDRESS ON OR BEFORE THE EXPIRATION DATE.

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+THIS LETTER OF CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS ("UCP 600"), INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION, IN EFFECT ON THE DATE THIS LETTER OF CREDIT IS ISSUED, AND AS TO MATTERS NOT ADDRESSED BY UCP 600 IS SUBJECT TO AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK OR CALIFORNIA, OR APPLICABLE U.S. FEDERAL LAW.

:71D: CHARGES

ALL BANKING CHARGES AND INTEREST IF ANY OTHER THAN THE ISSUING BANK'S CHARGES ARE ON THE BENEFICIARY'S ACCOUNT.

:48:PERIOD OF PRESENTATION

21

:49:CONFIRMATION INSTRUCTIONS

CONFIRMED

KINDLY CONFIRM HAVING NOTIFIED AND CONFIRMED L/C TO BENEFICIARIES BY RETURNING SWIFT QUOTING YOUR REFERENCE

**** MUST BE ISSUED VIA SWIFT MT 700 *****

SALES AND PURCHASE AGREEMENT (SPA)

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REFERENCE CODE: XXXX - SOYBEAN MEAL

“CLASSIFIED AND CONFIDENTIAL”

DATE OF ISSUE: NOVEMBER __, 2022

BANK CAPABILITY LETTER (BCL)

(TO BE COMPLETED ON BUYER’S BANK LETTERHEAD)

CONFIRMATION OF FUNDS CERTIFICATE

DATE:

FROM (NAME AND ADDRESS OF BANK) CHINA:

TELEX:

SWIFT:

TELEPHONE NUMBER:

FAX NUMBER:

TO: (NAME OF ACCOUNT HOLDER), XXXXXXXXXXXXXXXXXXXX CHINA SUBJECT:

WE ARE INFORMED THAT OUR CLIENT XXXXXXXXXXXXXXXXXXXX ACCOUNT NUMBER (OPTIONAL) WOULD LIKE TO PURCHASE 300.000 MT OF SOYBEAN MEAL AT USDOLLARS 000 PER MT CIF CHINA PORT, FOR A TOTAL OF USD 000.000.000,00.

WE UNDERSTAND THAT PAYMENT IS TO BE BY IRREVOCABLE LETTER OF CREDIT, FULLY FUNDED, TRANSFERABLE, CONFIRMED, ACCEPTABLE DOCUMENTARY LETTER OF CREDIT PAYABLE AT SIGHT OF CONTRACT VALUE AND CONFIRMED BY (NAME OF CONFIRMING BANK).

THIS IS TO INFORM YOU THAT THE BUYER HAS THE FINANCIAL CAPACITY TO ISSUE SUCH A LETTER OF CREDIT SUBJECT TO BANK FORMALITIES, SHOULD THE BUYER CONTRACT FOR THE WHITE REFINED CANE SUGAR ICUMSA 45

SIGNED AND SEALED

SIGNED AND SEALED

TITLE AND TYPED FULL NAME

TITLE AND TYPED FULL NAME

SALES AND PURCHASE AGREEMENT (SPA)

CONTRACT CODE: XXXXXXX/FOODLINE & CO. LLC

REFERENCE CODE: XXXX - SOYBEAN MEAL

"CLASSIFIED AND CONFIDENTIAL"

DATE OF ISSUE: NOVEMBER __, 2022

SAMPLE OF PERFORMANCE BONDD GUARANTEE

PERFORMANCE BOND GUARANTEE NO. XXXXX

BANK NAME AND ADDRESS: (SELLRS BANK).

ADDRESS:

WE HAVE BEEN INFORMED THAT A CONTRACT, HEREINAFTER „SALS AND PURCHASE AGREEMENT“, HAS BEEN SEEN CONCLUDED BETWEEN (BUYER), AND _____ HEREINAFTER "SELLER", ON __/00/2022 UNDER REF.NO.SPA-000.000 MT-XXXXXX FOR THE SUPPLY OF 000.000 MT OF SOYBEAN MEAL AT A TOTAL PRICE OF USD 000 AND THAT UNDERLYING CONTRACT STIPULATE THAT A PERFORMANCE GUARANTEE BE ISSUED IN THE AMOUNT OF USD 000.000, REPRESENTING 2 (TWO) PERCENT OD DLC VALUE.

THIS BEING PREMISED, WE (BANK)_____. HEREBY IRREVOCABLY UNDERTAKE TO PAY YOU WITHOUT DELAY ON YOUR FIRST WRITTEN DEMAND FOR PAYMENT AN AMOUNT UP TO

USD 000.000,00

PROVIDED YOUR DEMAND FOR PAYMENT IS SIMULTANEOUSLY SUPPORTED BY YOUR WRITTEN STATEMENT (WHETHER IN THE DEMAND ITSELF OR IN A SEPARATE DOCUMENT(S)ACCOMPANYING THE DEMAND AND REFERRED TO INIT) STATING

- A) THAT THE SELLER IS IN BREACH OF HIS OBLIGATION(S) UNDER THE UNDERLYING CONTRACT, AND
- B) THE RESPECT IN WHICH THE PRINCIPAL IS BREACH, AND
- C) THAT THE OBLIGATION(S) IN RESPECT OF WHICH THE PRINCIPAL IS IN BREACHES/ARE CONVERTED BY THE PRESENT GUARANTEE AND THAT YOU ARE THEREFORE ENTITLED TO DEMAND PAYMENT UP TO THE AMOUNT OF THE DEMANDFOR PAYMENT.

THIS GUARANTEE SHALL EXPIRE, EVEN IF THIS DOCUMENT IS NOT RETURNED, ON CALENDAR DAYS FROM THE DATE OF OPERATIVE ABOVE MENTIONED PAYMENT INSTRUMENT AGREED IN THE PURCHASE AGREEMENT, AND SHALL THEN BE NULL AND VOID, IF AND TOTHE EXTENT THAT NO DEMAND UNDER THIS GUARANTEE IN ACCORDANCE WITH ITS CONDITIONS HAS REACHED US BY THE END OF THAT DAY.

THIS GUARANTEE IS TRANSFERABLE WITH OUR WRITTEN CONSENT ONLY. THE ISSUANCE OF THIS GUARANTEE IS PERMITTED ACCORDING TO _____ LAW. THIS GUARANTEE IS SUBJECT TO _____ LAW.

BANK OFFICER SIGNATURE

BANK OFFICER SIGNATURE