
SALES AND PURCHASE AGREEMENT

SELLERS:

GOODS: WHITE REFINED CANE SUGAR - GRADE A ICUMSA 45 (DLC)

CONTRACT NUMBER: CH 2022_____

BUYER'S TRANSACTION CODE:

THIS AGREEMENT (SPA) IS MADE ON __/__/2022

SALS AUTHORISED BROKER:

FOODLINE & CO. LLC

www.foodlineco.com

THE SELLER:

XXXXXXXXXXXXXXXXXX,

ADDRESS:

TELEPHONE: +

E-MAIL:

AQSIQ/GACC CERTIFICATE N° XXXXXXXX

REPRESENTED HEREIN BY Mr. _____, HEREINAFTER REFERRED TO AS "SELLER"

THE BROKER:

FOODLINE & CO. LLC, 8 THE GREEN, SUITE A, DOVER, DELAWARE 19901, USA

SWITZERLAND TEL.: +41 22 548 05 05, E-MAIL: VRZIC@FOODLINECO.COM

REPRESENTED HEREIN BY MR. _____, HEREINAFTER REFERRED TO AS "BROKER"

AND

THE BUYER:

XXXXXXXXXXXXXXXXXX,

ADDRESS:

TELEPHONE: +

E-MAIL:

REPRESENTED HEREIN BY MR _____, HEREINAFTER REFERRED TO AS "BUYER"

HEREINAFTER TOGETHER SHALL BE REFERRED TO AS "PARTIES" OR "PARTY"

THIS CONTRACT IS MADE BY AND BETWEEN THE SELLER AND BUYER WHEREBY THE SELLER AGREES TO SELL AND THE BUYER AGREES TO BUY THE UNDER-MENTIONED GOODS, ON THE TERMS AND CONDITIONS STATED BELOW.

1. OBJECT

1.1 THE SELLER HEREWITH SELLS AND THE BUYER HEREWITH PURCHASES **GOODS** INACCORDANCE WITH THE SPECIFICATIONS AND QUALITY DESCRIBED IN THIS CONTRACT (HEREINAFTER CALLED "GOODS").

1.2 THE SPECIFICATION OF THE GOODS IS PROVIDED IN **APPENDIX NO. 1** HERETO.

2. DELIVERY BASIS AND TERMS

- 2.1 THE UNIT OF MEASUREMENT IN THIS CONTRACT IS METRIC TONS OF WEIGHT (MT). MONTHS IS A CALENDAR MONTH ACCORDING TO THE GREGORIAN CALENDAR.
- 2.2 THE SELLER SHALL DELIVER THE GOODS UNDER-DELIVERY OF CONDITIONS: **CIF _____ PORT** IN ACCORDANCE WITH INCOTERMS-2000.
- 2.3 COUNTRY OF EXPORT: AS PER DELIVERY SCHEDULE **APPENDIX 2**, OR AS DESIGNATED BY THE SELLER, AND COUNTRY OF IMPORT TO BE DESIGNATED BY THE BUYER.
- 2.4 IF THE DESTINATION PORT IS DIFFERENT FROM ARTICLE 2.2, THEN THE BUYER WILL INFORM THE SELLER THIRTY (30) DAYS BEFORE THE BEGINNING OF SHIPMENT OF EACH VESSEL.
- 2.5 TERMS OF DELIVERY ARE INCLUDED IN THE DELIVERY SCHEDULE IN **APPENDIX NO. 2** HERETO.
- 2.6 THE SHIPPING COMPANIES USED TO UNDERTAKE SEA TRANSPORT TO THE DESTINATION HAVE TO BE LLOYDS REGISTERED. THE VESSELS MUST BE CLASSIFIED AS 100-A-1 IN LLOYDS' REGISTER OR BE OF AN EQUIVALENT CLASSIFICATION AND MUST NOT BE OLDER THAN 20 (TWENTY) YEARS.

3. QUANTITY OF GOODS

- 3.1 THE TOTAL QUANTITY OF GOODS IS **000.000** MT (+/- 5 %) WITHIN ___ MONTHS.
- 3.2 THE DELIVERY VOLUME OF EACH MONTH IS **00.000** MT, +/- 5 % AT THE SELLER'S OPTION.
- 3.3 THE DELIVERY SHALL START WITHIN 30 DAYS AFTER THE FINAL SIGNATURE UNDER THIS CONTRACT AND THE PAYMENT INSTRUMENT ACCORDING TO ARTICLE NUMBER 8 IS OPERATIVE.
- 3.6 LOADING PORT IS: _____ BRASIL

4. QUALITY OF GOODS

- 4.1 THE GOODS SHALL CONFORM TO THE SPECIFICATIONS IN **APPENDIX NO.1** HERETO.
- 4.2 THE QUALITY OF THE GOODS WILL BE CONFIRMED BY A CERTIFICATE ISSUED BY THE INDEPENDENT INTERNATIONAL SURVEY COMPANY "SGS" (SOCIETE GENERAL DE SURVEILLANCE), AT THE LOADING PORT WHICH SHALL BE BINDING ON BOTH PARTIES IN ALL RESPECTS.

5. PRICE

5. THE BUYER SHALL PAY THE SELLER IN UNITED STATES DOLLARS "USD".
- 5.2 THE PRICE IS **000** USD PER MT **CIF _____ PORT**
- 5.3 THE MONTHLY VALUE OF DELIVERIES IS USD **00,000.000** (+/-5 %) IN UNITED STATES DOLLARS.
- 5.4 THE TOTAL AMOUNT OF THE CONTRACT IS ABOUT **000.000.000,00** USD (+/- 5 %) (PLUS MINUS FIVE PERCENT) UNITED STATES DOLLARS.

6. DELIVERY TERMS AND PARTIES OBLIGATIONS

- 6.1 THE SELLER SHALL DELIVER THE TOTAL QUANTITY OF GOODS IN ACCORDANCE WITH THE DELIVERY SCHEDULE, **APPENDIX NO. 3** HERETO.
- 6.2 THE SELLER SHALL START THE DELIVERY OF THE FIRST CONSIGNMENT IN ACCORDANCE WITH THE PROCEDURE & TERMS, **APPENDIX NO. A** HERETO.
- 6.3 ALL PROVISIONS INCLUDED IN THE DELIVERY SCHEDULE WILL BE OBSERVED BY BOTH BUYER AND SELLER AND BREACHES IN THE PROVISIONS WILL BE SUBJECT TO PENALTIES AS PER PROVISIONS UNDER CLAUSES 11, 12, AND 13 HEREIN.
- 6.4 THE PARTIES MAY AGREE UPON THE EXTENSION OF THE DELIVERY PERIOD. IN THIS EVENT, THE PARTY RESPONSIBLE FOR THE DELAYS (SELLER IN DELIVERY OR BUYER IN UNLOADING) WILL HAVE TO BEAR THE COSTS FOR THE EXTENSION OF THE VALIDITY OF THE PAYMENT INSTRUMENT AS WELL AS THE COSTS OF STORAGE IN THE PORT OF LOADING.

7. DELIVERY ACCEPTANCE OF GOODS

- 7.1 UNDER THE CONDITION OF DELIVERY CIF, THE SELLER AND BUYER ARE OBLIGATED TO PAY CHARGES, HOWEVER, THE RISK OF LOSS OR DAMAGE OF THE GOODS AND ANY ADDITIONAL CHARGES ARISING AFTER THE TRANSFER OF THE GOODS OVER THE HAND-RAIL OF A VESSEL IN THE PORT OF UNLOADING SHALL PASS FROM SELLER TO THE BUYER ONLY IF THE BUYER IS PROVIDING SUPPLEMENTAL INSURANCE.
- 7.2 TITLE FOR THE GOODS WILL PASS FROM THE SELLER TO THE BUYER UPON CLEARANCE OFFUNDS INTO THE SELLER ACCOUNT BY MEANS OF CLEAN ON BOARD BLANK ENDORSED OCEAN BILL OF LADING MARKED "NEGOTIABLE" AND RISK IF SUBJECT TO CLAUSE 7.1
- 7.3 THE QUALITY AND QUANTITY OF GOODS STATED IN THE BILL OF LADING, AND OR WR (WHERE PERMITTED) SHALL BE CONCLUSIVE EVIDENCE OF THE QUALITY AND QUANTITY OF GOODS DELIVERED.

8. PAYMENT TERMS AND CONDITIONS

- 8.1 THE PAYMENT SHALL BE MADE BY THE BUYER TO THE SELLER IN THE CURRENCY OF US DOLLARS (USD).
- 8.2 PROVIDING SECURITY FOR ALL DELIVERIES OF THIS CONTRACT AND AS A FINANCING INSTRUMENT, THE BUYER MAKES AVAILABLE TO THE SELLER A DOCUMENTARY LETTER OF CREDIT (DLC) IN THE AMOUNT OF USD **000.000.000,00** FROM A TOP 50 WORLD BANKS WITH A DURATION OF **000** DAYS, NO LATER THAN 7 CALENDAR DAYS AFTER SIGNING THE HARD COPY OF THIS CONTRACT.
- 8.3 THE DOCUMENTARY LETTER OF CREDIT HAS TO BE MADE OUT TO THE SELLER AS THE BENEFICIARY AND HAS TO COMPLY WITH THE TERMS OF THIS CONTRACT AND THE SAMPLE COPY AVAILABLE IN **APPENDIX 3** OF THIS CONTRACT. THE DOCUMENTARY LETTER OF CREDIT HAS TO BE IRREVOCABLE, TRANSFERABLE, CONFIRMED, AND ASSIGNABLE WITH THE SELLER AS BENEFICIARY.
- 8.4 THE DOCUMENTARY LETTER OF CREDIT WILL BE ISSUED IN THE SELLER'S NAME AT THE SELLER'S BANK.
- 8.5 THE SELLER ISSUES AN OPERATIVE PERFORMANCE BOND GUARANTEE IN FAVOR OF THE BUYER FOR AN AMOUNT EQUAL TO **000.000** USD, 2% OF DLC VALUE. THIS PERFORMANCE BOND WILL BE ISSUED 7 CALENDAR DAYS FROM THE DAY THE SELLER'S BANK HAS RECEIVED AND CONFIRMED THE DOCUMENTARY LETTER OF CREDIT.
- 8.6 THE PERFORMANCE BOND SHOULD BE ISSUED BY A BANK WITH AN EQUAL OR BETTER RATING THAN THE BUYER'S BANK. IF THIS IS IMPOSSIBLE, THE PERFORMANCE BOND SHOULD BE CONFIRMED BY A BANK ACCEPTABLE TO THE BUYER.
- 8.7 IN CASE THE SELLER IS BEHIND SCHEDULE WITH THE DELIVERY OF GOODS FOR MORE THAN 45 DAYS THE BUYER HAS THE RIGHT TO DECLARE A BREACH OF CONTRACT THROUGH THE SELLER AND CAN DRAW ON THE PERFORMANCE BOND TO BALANCE HIS COSTS. IN THAT CASE, THE BUYER CAN CANCEL THE CONTRACT. AFTER HAVING PAID ALL SELLER'S OUTSTANDING ACCOUNTS FROM THIS CONTRACT THE BUYER HAS THE RIGHT TO DEMAND BACK THE DOCUMENTARY LETTER OF CREDIT.
- 8.8 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 THE CONTEXT AND IN SUCH CASE ONLY UCP500 REGULATIONS SHALL APPLY AT ANY TIME.
- 8.9 DLC MUST BE ISSUED TO COVER 3 (THREE) MONTHS OF DELIVERY, DUE TO LOGISTICS AND CONTINUOUS DELIVERY. THE SELLER HAS TO BOOK THE SHIP 30/45 IN ADVANCE, SELLER CAN ONLY DO THAT IF HE HAS A OPERATIVE DLC IN OUR BANK. ALL GOODS ARE BROUGHT IN FROM THE INTERIOR OF BRAZIL AND LOADED ONTO THE VESSEL DIRECTLY OR THROUGH A PORT WAREHOUSE.

9. DOCUMENTS REQUIRED FOR PAYMENT

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 THE PORT OF LOADING SHOWING, THE 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, IS SEAWORTHY AND IS 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 THE 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 BILLS 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.

10. NOMINATION PROCEDURE

- 11.1 NOMINATION - THE SELLER MUST PROVIDE THE BUYER WITH THE VESSEL'S PARTICULARS IN A TIMELY MANNER PRIOR TO LOADING TO SECURE ACCEPTANCE OF THE VESSEL(S) FROM THE DISPORT(S) AUTHORITIES. SUCH DETAILS ARE REQUIRED FOR ARRANGING ON-TIME STORAGE AT THE DISPORT(S), AND INCLUDE BUT ARE NOT LIMITED TO: VESSEL NAME, FLAG, YEAR OF CONSTRUCTION, ASSIGNED NUMBER, LOADED ARRIVAL DRAFT AT THE DISPORT, AND THE EXPECTED DATE OF ARRIVAL AT THE DISPORT (ETA).
- 11.2 NOTICE -THE SELLER WILL INSTRUCT THE VESSEL'S MASTER TO SEND TO THE BUYER'S DESIGNATED AGENT ETA NOTICES EVERY 24 (TWENTY-FOUR) HOURS, 48/24/12 HOURS BEFORE ARRIVAL AT THE DISPORT. NOTICE OF READINESS (NOR) IS TO BE TENDERED ONLY DURING NORMAL WORKING HOURS, I.E. BETWEEN 08.00 AND 16.00 HOURS.
- 11.3 DETAILS OF LOADING ADVICE - WITHIN 4 HOURS AFTER LIFTING OF EACH SHIPMENT THE VESSEL'S MASTER SHALL ADVISE THE BUYER OF ALL RELEVANT DETAILS CONCERNING THE LIFTING SUCH AS GROSS AND NET QUANTITY IN METRIC TONES,

THE FULL SPECIFICATION OF THE GOODS, THE DATE OF THE B/L, THE DATE OF SAILING, ETA AT THE DISPORT, THE NAME OF THE VESSEL, THE FLAG, AND ALL OTHER PERTINENT AND CUSTOMARY INFORMATION. SUITABLE ADVANCE NOTICE BY FAX AS MUTUALLY AGREED BETWEEN BUYER AND SELLER WHICH GIVES BUYER TIME TO RECEIVE SAID SHIPMENT.

- 11.4 TITLE AND RISK - TITLE TO AND RISK OF LOSS OR DAMAGE TO THE GOODS SHALL PASS FROM SELLER TO BUYER UPON DISCHARGE AS THE GOODS PASS THE VESSEL'S PERMANENT FLANGE CONNECTING THE VESSEL TO SHORE UNLOADING FACILITIES.
- 11.5 THE DISCHARGE PORT MUST BE CAPABLE OF UNLOADING THE SHIP AS IN THE LAYTIME SET FORTH.

11. LAYTIME

- 12.1 TIME ALLOWED FOR DISCHARGE - THE TIME ALLOWED FOR DISCHARGE OF THE VESSEL SHALL BE 5000 MT PER DAY (MINIMUM). LAYTIME SHALL BEGIN TO RUN 6 HOURS NOR OR WHEN THE VESSEL IS FAST AT BERTH, WHICHEVER OCCURS FIRST, AND NOTICE HAS BEEN TENDERED BY THE MASTER OF THE VESSEL. EXCEPT THAT, SUNDAYS AND HOLIDAYS, UNLESS USED, WOULD NOT COUNT NOR WOULD WEATHER-PREVENTED LOADING/DISCHARGING DELAYS COUNT AS TIME DURING WHICH DISCHARGE COULD NOT BE EXECUTED OWING TO TECHNICAL AND OTHER CONDITIONS DEPENDING ON THE VESSEL, AND SUCH EVENTS OR OCCURRENCES ARE NOT TO BE INCLUDED IN THE LAYTIME.
- 12.2 THE BUYER SHALL BE THE IMPORTER OF RECORD AND RESPONSIBLE FOR PAYMENT OF ALL CUSTOMS, TAXES, AND FEES APPLICABLE AT THE PORT OF UNLOADING. ALL CUSTOMS, TAXES, AND FEES APPLICABLE AT THE LOADING PORT SHALL BE FOR THE SELLER'S ACCOUNT.
- 12.3 THE BUYER SHALL BE RESPONSIBLE FOR ALL "END-USER TAXES" AT THE UNLOADING PORT AND IF A "PASS-THROUGH" CAN NOT BE ACCOMPLISHED, WILL BE BILLED FOR THE ACCOUNT OF THE BUYER.
- 12.4 THE BUYER'S OBLIGATION AT THE DISPORT SHALL BE FOR THOSE EXPENSES INCURRED TO FACILITATE AND ACCOMMODATE THE DISCHARGE OF THE GOODS.

12. DEMURRAGE

- 13.1 THE BUYER SHALL BE LIABLE FOR DEMURRAGE COSTS INCURRED AT THE DISPORT DIRECTLY RESULTING FROM ANY DELAYS CAUSED BY THEM. DEMURRAGE, IF ANY, WILL BE CALCULATED AT THE CHARTER PARTY RATE, OR IN THE ABSENCE OF THE CHARTER PARTY, THEN AT THE MARKET RATE FOR THE SIZE OF THE VESSEL USED.
- 13.2 ANY CLAIM FOR DEMURRAGE, TOGETHER WITH SUPPORTING DOCUMENTATION, SHALL BE MADE IN WRITING AND BE SENT WITHIN A MAXIMUM OF 60 HOURS AFTER DISCHARGING AND SHALL BE SETTLED WITHIN 30 HOURS FROM RECEIPT OF SUCH DOCUMENT.
- 13.3 ANY DELAYS OR DEMURRAGE RESULTING FROM SELLER'S ACTION OR INACTION SHALL BE AT THEIR COST.

13. FORCE MAJEURE

14.1 DEFINITION

FORCE MAJEURE AS USED HEREIN SHALL MEAN ANY CAUSE OR CONDITION (WHETHER OR NOT SIMILAR TO THOSE HEREINAFTER ENUMERATED) BEYOND THE CONTROL OF THE PARTY AFFECTED THEREBY WHICH WHOLLY OR PARTIALLY PREVENTS THE PERFORMANCE EXCEPT PAYMENT BY THE SAID PARTY OF ITS OBLIGATIONS HEREUNDER INCLUDING BUT NOT LIMITED TO: ACT OF GOD, ACT OF A PUBLIC ENEMY, WAR (DECLARED OR UNDECLARED), CIVIL WAR, SABOTAGE, REVOLUTION, CIVIL DISTURBANCE, EPIDEMIC, CYCLONE, TIDAL WAVE, LANDSLIDE, EARTHQUAKE, FLOOD, STORM, FIRE, ADVERSE WEATHER CONDITION, EXPROPRIATION, NATIONALIZATION, ACT OF EMINENT DOMAIN, INSURRECTIONS, MOBS, TERRORISM, BREAKDOWN OF OR DAMAGE TO MINE, PLANT, PORT FACILITIES AND BUYER'S FACILITIES (INCLUDING AFFILIATED COMPANIES FACILITIES), LABOUR STOPPAGE, LOCKOUTS, SLOWDOWNS STRIKES OR DISPUTES, INTERRUPTIONS OF TRANSPORTATIONS, ORDER OR ACTS OF CIVIL AUTHORITIES, NECESSARY FOR COMPLIANCE WITH AN APPLICABLE LAW REGULATION ORDINANCE OR RESOLUTION OR ORDER OF COURT OF ADMINISTRATIVE AUTHORITY, EMBARGOES, BLOCKADE, ANY RESTRICTIONS UPON, DELAYS IN RECEIVING OR FAILURES TO RECEIVE ANY PERMITS LICENSES, OR APPROVALS FROM ANY GOVERNMENT AGENCY, EXPLOSIONS, BREAKAGE OR ACCIDENT FOR FACILITIES, AND IMPOSSIBILITY OF OBTAINING OR DELAY IN OBTAINING NECESSARY EQUIPMENT, MATERIALS OR SUPPLIES. NO PARTY SHALL, HOWEVER, BE RELIEVED OF LIABILITY FOR FAILURE OF PERFORMANCE IF SUCH FAILURE IS DUE TO CAUSES ARISING OUT OF ITS OWN NEGLIGENCE OR TO CAUSES WHICH, AT REASONABLE COSTS, IT COULD, BUT FAILS TO REMOVE OR REMEDY WITH REASONABLE DISPATCH. MINOR EQUIPMENT FAILURES WHICH DO NOT SUBSTANTIALLY IMPAIR THE ABILITY TO PERFORM SHALL NOT BE DEEMED A FORCE MAJEURE OCCURRENCE.

14.2 *EFFECT*

- A. THE PARTY AFFECTED BY FORCE MAJEURE SHALL GIVE PROMPT WRITTEN NOTICE TO THE OTHER, SETTING FORTH THE PARTICULARS THEREOF IN REASONABLE DETAILS. THE OBLIGATIONS OF THE PARTY GIVING SUCH NOTICE SHALL BE EXCUSED TO THE EXTENT MADE NECESSARY BY SUCH FORCE MAJEURE AND DURING THE CONTINUANCE OF SUCH FORCE MAJEURE AND SAID PARTY SHALL INCUR NO LIABILITY BY REASON OF ITS FAILURE TO PERFORM THE OBLIGATIONS TO EXCUSED; PROVIDED, HOWEVER, THAT THE PARTY GIVING SUCH NOTICE SHALL USE ITS BEST EFFORTS TO ELIMINATE SUCH FORCE MAJEURE AS SOON AS END TO THE EXTENT REASONABLY PRACTICABLE (TAKING INTO ACCOUNT COSTS). THE AFFECTED PARTY SHALL GIVE PROMPT WRITTEN NOTICE OF THE TERMINATION OF SUCH FORCE MAJEURE.

- B. NOTHING HEREIN CONTAINED SHALL CAUSE THE PARTY AFFECTED BY THE FORCE MAJEURE TO SUBMIT TO UNREASONABLE CONDITIONS OR RESTRICTIONS IMPOSED BY GOVERNMENT AUTHORITY, OR TO SUBMIT TO AN UNFAVORABLE LABOUR AGREEMENT, AND IT IS AGREED THAT ANY SETTLEMENT OF LABOUR STRIKES OR DIFFERENCE WITH WORKMEN OR GOVERNMENT AUTHORITY SHALL BE ENTIRELY WITHIN THE DISCRETION OF THE PARTY AFFECTED THEREBY.

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- C. SUBJECT TO ARTICLE 14.2.B DURING ANY PERIOD THAT BUYER IS EXCUSED FROM ACCEPTING AND PAYING FOR GOODS BY REASON OF FORCE MAJEURE, THAT PORTION OF THE QUANTITY WHICH THE BUYER IS EXCUSED FROM ACCEPTING AND PAYING FOR MAY BE SOLD BY THE SELLER TO ANOTHER PARTY WITHOUT LIABILITY TO BUYER, SAVE THAT THIS SHALL NOT REMOVE THE SELLER'S LIABILITY TO PERFORM THE CONTRACT IN FULL ONCE THE PERIOD OF FORCE MAJEURE HAS ENDED OR THE CONTRACT HAS BEEN TERMINATED IN ACCORDANCE HEREWITH.
 - D. IF THE BUYER IS THE PARTY AFFECTED BY THE FORCE MAJEURE CONDITIONS, THE BUYER SHALL NEVERTHELESS BE OBLIGATED TO ACCEPT AND PAY FOR ANY COAL WHICH AT THE TIME OF COMMENCEMENT OF FORCE MAJEURE CONDITION IS BEING LOADED OR HAS BEEN LOADED INTO A VESSEL.

14.3 ALLOCATION OF EFFECT

- A. SELLER SHALL HAVE THE OBLIGATION TO ALLOCATE ANY FORCE MAJEURE AFFECTED ON SELLER'S ABILITY TO PRODUCE AND SHIP COAL BY REDUCING SHIPMENTS TO BUYER'S AND OTHER PURCHASER'S ANNUAL QUANTITIES UNDER THE RESPECTIVE SALES AGREEMENT.
- B. SHIPMENT EXCUSED BY A FORCE MAJEURE CONDITION FOR A DURATION OF 60 DAYS OR LESS SHALL BE MADE UP, WHICH SUCH DELIVERIES TO BE MADE UPON A MUTUALLY AGREEABLE SHIPPING SCHEDULE, WITHIN OR BEYOND THE TERMS OF THIS AGREEMENT.
- C. SUCH SCHEDULE SHALL BE AGREED UPON IMMEDIATELY AFTER TERMINATION OF THE FORCE MAJEURE CONDITIONS.

14.4 WHOLLY EXCUSED FOR A CONTINUOUS DURATION OF MORE THAN 60 DAYS, UPON WRITTEN NOTICE TO THE OTHER PARTY GIVEN AT ANY TIME DURING THE PERIOD OF FORCE MAJEURE CONDITION, THE OBLIGATIONS OF THE UNAFFECTED PARTY HERETO SHALL BE DISCHARGED AS TO DELIVERIES (OR ACCEPTANCE) WHICH WOULD OTHERWISE HAVE BEEN MADE DURING SAID PERIOD. IF SUCH FORCE MAJEURE CONDITION CONTINUES FOR A DURATION OF 365 DAYS, EITHER PARTY MAY, BY WRITTEN NOTICE TO THE OTHER, TERMINATE THIS AGREEMENT IN ITS ENTIRE, AND BOTH PARTIES SHALL BE RELEASED FROM FURTHER OBLIGATIONS EXCEPT FOR OBLIGATION ACCRUED PRIOR TO SUCH TERMINATION, EFFECTIVE AS OF RECEIPT OF NOTICE OF TERMINATION.

14. GOVERNMENT APPROVAL

15.1 AGREEMENT SUBJECT TO NECESSARY APPROVALS:

THE COMING INTO EFFECT AND THE CONTINUING PERFORMANCE BY EITHER PARTY OF THIS AGREEMENT IS SUBJECT TO THE ISSUE OF ANY GOVERNMENT APPROVALS, LICENSES, OR PERMITS NECESSARY FOR THE SALE AND DELIVERY OF THE GOODS TO THE BUYER, UNDER THIS AGREEMENT WHERE APPLICABLE, EITHER PARTY SHALL USE ITS BEST ENDEAVORS TO OBTAIN SUCH APPROVALS, LICENSES OR PERMITS PROMPTLY.

15. ARBITRATION

16.1 ANY DISPUTE (OTHER THAN REGARDING THE PRICE) ARISING OUT OF OR IN RELATION TO THIS AGREEMENT THAT THE PARTIES CAN NOT SETTLE BY MUTUAL ACCORD, SHALL BE REFERRED TO ARBITRATION IN ACCORDANCE WITH THE RULES OF CONCILIATION AND ARBITRATION OF THE INTERNATIONAL CHAMBER OF COMMERCE. SUCH ARBITRATION SHALL BE CONDUCTED IN GENEVA SWITZERLAND. THE LANGUAGE SHALL BE IN ENGLISH.

16. GOVERNING LAW

17.1 THIS AGREEMENT SHALL BE GOVERNED BY CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE ENGLISH LAW.

17.2 SUBMISSION TO JURISDICTIONS

- A. SUBJECT TO THE PROVISIONS OF ARTICLE 16.1, THE PARTIES HEREBY AGREE TO SUBMIT TO THE NON-EXCLUSIVE JURISDICTION OF THE STATE COURT OF **SWITZERLAND** ENTITLED TO HEAR APPEALS THEREFROM.
- B. EACH PARTY IRREVOCABLY WAIVES ANY OBJECTION WHICH IT MIGHT AT ANY TIME HAVE TO THE COURT BEING NOMINATED AS THE FORUM TO HEAR AND DECIDE ANY ACTION OR PROCEEDING

17. MUTUAL COLLABORATION

18.1 UNFORESEEN CIRCUMSTANCES:

THE PARTIES RECOGNIZE THAT CIRCUMSTANCES MAY ARISE WHICH COULD NOT HAVE BEEN REASONABLY FORESEEN AT THE TIME THIS AGREEMENT WAS ENTERED INTO AND WHICH CIRCUMSTANCES MIGHT AFFECT THE PERFORMANCE OR EXECUTION OR THE ASSUMPTIONS UNDERLYING THIS AGREEMENT. IF ANY SUCH UNFORESEEN CIRCUMSTANCES OCCUR THE PARTIES WILL USE THEIR BEST EFFORTS TO RESOLVE ANY PROBLEMS WHICH MIGHT ARISE FROM SUCH CIRCUMSTANCES IN A SPIRIT OF MUTUAL UNDERSTANDING AND OBLIGATION. USELESS REGULATIONS ARE GOING TO BE REPLACED BY USEFUL REGULATIONS.

18. TAXES AND DUTIES

19.1 RESPONSIBILITIES:

ALL TAXES AND DUTIES IN RELATION TO THE PRODUCTION, TRANSPORTATION, LOADING, AND SELLING OF THE GOODS IMPOSED UNTIL THE GOODS PASS THE VESSEL RAIL WHEN BEING LOADED ABOARD THE VESSEL AT THE LOADING PORT ARE FOR THE SELLER'S ACCOUNT.

19.2 ALL OTHER TAXES AND DUTIES ARE FOR THE BUYER'S ACCOUNT.

19. NON-CIRCUMVENTION AGREEMENT

- 20.1 THE PARTIES SHALL NOT IN ANY MANNER WHATSOEVER SOLICIT NOR ACCEPT BUSINESS FROM SOURCES OR THEIR AFFILIATES THAT ARE MADE AVAILABLE BY THE OTHER PARTY TO THIS AGREEMENT, AT ANY TIME, WITHOUT THE PRIOR WRITTEN PERMISSION OF THE PARTY WHICH MADE THE SOURCE AVAILABLE.
- 20.2 THE PARTIES SHALL MAINTAIN COMPLETE CONFIDENTIALITY REGARDING EACH OTHERS BUSINESS SOURCES OR THEIR IDENTITIES AND SHALL DISCLOSE SUCH ONLY TO NAMED PARTIES PURSUANT TO THE EXPRESS WRITTEN PERMISSION OF THEPARTY THAT MADE THE SOURCE AVAILABLE.
- 20.3 THE PARTIES SHALL NOT, IN ANY WAY WHATSOEVER CIRCUMVENT OR ATTEMPT TO CIRCUMVENT EACH OTHER OR ANY PARTY INVOLVED IN ANY OF THE TRANSACTIONS THE PARTIES ARE DESIRING OR ENTERING INTO, AND TO THE BEST OF THEIR ABILITYAND ASSURE EACH OTHER THAT THE ORIGINAL TRANSACTION CODES ESTABLISHED WILL NOT BE ALTERED OR CHANGED.
- 20.4 THE PARTIES RECOGNIZE THE CONTRACT TO BE AN EXCLUSIVE AND VALUABLE CONTRACT OF THE RESPECTIVE PARTY AND THEY SHALL NOT ENTER INTO DIRECT NEGOTIATIONS WITH SUCH CONTRACTS REVEALED BY THE OTHER PARTY.
- 20.5 NEITHER PARTY SHALL AVOID PAYMENT OF DUE FEES, COMMISSIONS, AND OTHERREMUNERATION IN ANY WAY WHATSOEVER.
- 20.6 IN THE EVENT OF CIRCUMVENTION BY ANY PARTY WHETHER DIRECTLY OR INDIRECTLY, THE CIRCUMVENTED PARTY SHALL BE ENTITLED TO LEGAL MONETARY PENALTY AS DAMAGES, EQUAL TO THE MAXIMUM AMOUNT IT SHOULD MAKE FROM SUCH TRANSACTION AND ANY AND ALL EXPENSES INCLUDING BUT NOT LIMITED TO LEGAL FEES THAT WOULD BE INVOLVED IN THE RECOVERY OF SAID DAMAGES. THE CIRCUMVENTING PARTY RENOUNCES TO ANY RIGHT THAT HE MAY HAVE TO CLAIM A REDUCTION OF THIS AMOUNT.
- 20.7 ALL CONSIDERATIONS, BENEFITS, AND COMMISSIONS RECEIVED AS A RESULT OF THECONTRACTION OF THE PARTIES RELATING TO ANY OF THE TRANSACTIONS WILL BE ALLOCATED AS MUTUALLY AGREED TO.
- 20.8 THE BUYER IRREVOCABLY BINDS ITSELF TO PROVIDE ANY AND ALL DOCUMENTATION REQUESTED BY THE SELLER, IMMEDIATELY AND WITHOUT DELAY, IN CONNECTION WITHTHE SALE/PURCHASE OF THE AFOREMENTIONED GOODS.
- 20.9 SELLER IRREVOCABLY BINDS ITSELF TO PROVIDE ANY AND ALL DOCUMENTATION REQUESTED BY THE BUYER, IMMEDIATELY AND WITHOUT DELAY, IN CONNECTION WITHTHE SALE/PURCHASE OF THE AFOREMENTIONED GOODS.

20. MISCELLANEOUS

21.1 ENTIRE AGREEMENT

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN PARTIES IN RESPECT OF ITS SUBJECT MATTER AND SUPERSEDES ALL PRIOR AGREEMENTS AND UNDERSTANDING IN THE RESPECT THEREOF. FURTHERMORE, THIS AGREEMENT SHALLBE FURNISHED IN SIX (6) ORIGINALS WITH EVERY PAGE SIGNED BY BOTH PARTIESAS A SEAL OF ORIGINALITY.

21.1 VARIATIONS

A VARIATION OF ANY TERM OF THIS AGREEMENT MUST BE IN WRITING AND SIGNED BY THE PARTIES.

21.2 WAIVER

- A. WAIVER OF BREACH OF THIS AGREEMENT OR ANY RIGHTS CREATED OR ARISING UPON DEFAULT UNDER THIS AGREEMENT MUST BE IN WRITING AND SIGNED BY THE PARTIES GRANTING THE WAIVER.
- B. A BREACH OF THIS AGREEMENT IS NOT WAIVED TO A FAILURE TO EXERCISE A DELAY IN EXERCISING OR THE PARTIAL EXERCISE OF ANY RIGHT OR REMEDY AVAILABLE UNDER THIS AGREEMENT OR IN LAW OR EQUITY.
- C. ANY RIGHT TO REMEDY CREATED BY OR ARISING UPON A BREACH OF OR A DEFAULT UNDER THIS AGREEMENT IS NOT WAIVED BY ANY FAILURE TO EXERCISE OR DELAY IN THE EXERCISE OR PARTIAL EXERCISE OF THAT RIGHT OR REMEDY.

21.3 COOPERATION

THE PARTIES AGREE TO DO ALL SUCH THINGS AND EXECUTE ALL SUCH DOCUMENTS AS MAY BE NECESSARY OR DESIRABLE TO GIVE FULL EFFECT TO THE PROVISIONS OF THIS AGREEMENT AND THE TRANSACTION CONTEMPLATED BY IT.

21.4 LANGUAGE

THE OFFICIAL LANGUAGE OF THIS AGREEMENT SHALL BE ENGLISH. ALONE THE ENGLISH VERSION IS VALID.

21. BANK INFORMATION:

BUYER'S DESIGNATED BANK

- BANK NAME:
- ADDRESS:
- ACCOUNT HOLDER:
- ACCOUNT NUMBER:
- SWIFT CODE:
- BANK PHONE: +
- BANK E-MAIL:
- BANK OFFICER:

SELLER'S DESIGNATED BANK

- BANK NAME:
- ADDRESS:
- ACCOUNT HOLDER:
- ACCOUNT NUMBER:
- SWIFT CODE:
- BANK PHONE: +

22. AUTHORIZED SIGNATURES

23.1 THIS AGREEMENT SHALL BE BINDING UPON AND ENSURE FOR THE BENEFIT OF THE PERMITTED ASSIGNS OF THE PARTIES. BOTH PARTIES SIGN THIS AGREEMENT IN FULL CONSENT WITHOUT ANY PRESSURE FROM ANYONE OR A THIRD PARTY. THIS AGREEMENT IS INVALID, IF IT DOES NOT SIGN WITHIN 14 CALENDAR DAYS AFTER THE DATE OF ISSUE FROM BOTH SIDES IN THE ORIGINAL, WAS MARKED AND MUTUALLY EXCHANGED.

THE SELLER:

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

DATE: __/__/2022

SIGNATURE BY: MR.

THE BUYER:

XXXXXXXXXXXXXXXXXXXX

DATE: __/__/2022

SIGNATURE BY:

THE BROKER:

FOODLINE & CO. LLC

8 THE GREEN, SUITE A, 19901 DOVER, DE, USA

DATE: __/__/2022

SIGNATURE BY:

APPENDIX NO. A

PROCEDURE AND TERMS

1. THE BUYER COMPLETES THIS CONTRACT WITH HIS DETAILS, INITIALS, SIGNS AND SEALS THE CONTRACT, AND SENDS IT VIA E-MAIL TO THE SELLER. THE BUYER AGREES WITH HIS SIGNATURE ON THE SOFTCOPY OF THE CONTRACT WITH THE TERMS AND CONDITIONS STATED HEREIN, AND WILL NOT ASK FOR ANY FURTHER CHANGES IN THE FINAL CONTRACT.
2. BUYER AND SELLER SIGN AND EXCHANGE THE FINAL CONTRACT AT A TABLE-TOP MEETING OR THE BUYER PRINTS 6 COPIES OF THE CONTRACT, SIGNS, AND SEALS THE FINALHARD COPIES, AND SENDS IT TO THE SELLER BY COURIER. THE SELLER SIGNS AND SEALS THE FINAL CONTRACT AND SENDS 3 COPIES BACK TO THE BUYER BY COURIER
3. AFTER THE FINAL CONTRACT IS SIGNED BY BOTH PARTIES, THE SELLER SENDS TO BUYER A PROOF OF PRODUCT (POP).
4. AFTER THE FINAL CONTRACT IS SIGNED BY BOTH PARTIES, THE BUYER SENDS IT TO SELLER BCL (AS PER **APPENDIX 5**).
5. THE BUYER MAKES AVAILABLE TO THE SELLER A DOCUMENTARY LETTER OF CREDIT IN ACCORDANCE WITH ARTICLE 8 AND IN THE AMOUNT OF US\$ 108.600.000 FROM ATOP 50 WORLD BANKS WITH A DURATION OF 365 DAYS, NO LATER THAN 7 CALENDAR DAYS AFTER SIGNING THE FINAL CONTRACT.
6. THE SELLER ISSUES A FULL OPERATIVE PERFORMANCE BOND GUARANTEE IN FAVOR OF THE BUYER FOR AN AMOUNT EQUAL TO 2% OF DLC VALUE. THIS PERFORMANCE BOND WILL BE ISSUED 7 CALENDAR DAYS FROM THE DAY THE SELLER'S BANK HAS RECEIVED AND CONFIRMED THE SELLER'S DLC. IN ACCORDANCE WITH ARTICLE 8.
7. THE FIRST SHIPMENT WILL START NO LATER THAN 30 CALENDAR DAYS FROM THE DAY THE SELLER'S BANK HAS RECEIVED AND CONFIRMED THE DOCUMENTARY LETTER OF CREDIT IN ACCORDANCE WITH ARTICLE 8.
8. THE REMAINING CONSIGNMENTS WILL BE SHIPPED IN EACH **30** CALENDAR DAYS PERIOD AS DEFINED IN **APPENDIX 2**.

APPENDIX NO. 1

SPECIFICATION FOR GOODS

WHITE REFINED CANE SUGAR - GRADE A ICUMSA 45 SHALL CONFORM TO THE FOLLOWING SPECIFICATIONS AND/OR STANDARD INTERNATIONAL SPECIFICATIONS. THE 100% SUGAR BEING SUPPLIED SHALL BE FIT FOR HUMAN CONSUMPTION. S.G.S. SHALL AT THE PORT OF LOADING CONFIRM THAT THE PRODUCT CONFIRMS TO THE FOLLOWING SPECIFICATIONS:

ORIGIN: BRAZILIAN

ICUMSA: 45 ICUMSA / METHOD 4-
1978 POLARISATION AT 20°: 99.8%
MIN MOISTURE: 0.04% MAX BY
WEIGHT
SULPHATED ASH CONTENT: 0.04% MAX BY
WEIGHT SOLUBILITY: 100% DRY AND FREE-
FLOWING
COLOR SPARKLING-
WHITE/CRYSTALLIZED GRANULATION:
FINE
RADIATION: NORMAL CERTIFIED WITHOUT CAESIUM OR
IODINE MAGNETIC PARTICLES: 4 MG / KG MAX
HPN STAPH AUREUS: NIL
AS: 1PPM MAXIMUM
PS: 2 PPM MAXIMUM
CU: 3PPM MAXIMUM
CROP: CURRENTLY AVAILABLE
SMELL: FREE OF ANY SMELL-
REDUCING SUGAR: 0.05% MAX
SUBSTANCE: SOLID, CRYSTAL MAX
SEDIMENTS: NONE
SO: MG/KG20 MAX

LATEST CROP SUGAR SHOULD BE EXTRACTED FROM SOUND, UNFERMENTED, AND UNDECAYED SUGAR CANE - SUGAR SHOULD BE CLEAN FREE FROM ANY FOREIGN MATTER, TASTE, OR ODOUR, AND HAVE THE SWEET TASTE CHARACTERISTIC OF WHITE SUGAR DRY OR IN SOLUTION

PRODUCT PACKING:

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

APPENDIX NO. 2

DELIVERY SCHEDULE

THE SHIPMENTS OF GOODS IN MT WITH +/- 5% TOLERANCE, AS PER SPECIFICATION ACCORDING TO APPENDIX 1 OF THIS CONTRACT, WILL BE MADE FROM A BRAZILIAN SEAPORT.

THE QUANTITY OF SHIP DELIVERIES SHALL BE AS FOLLOWS:

SHIP TO : _____
ADDRESS : _____
PHONE : _____
FAX : _____
MAIL : _____
GOODS : WHITE REFINED CANE SUGAR - GRADE A ICUMSA 45

1. THE FIRST SHIPMENTS WITH **00.000** MT OF GOODS SHOULD NOT BE LATER THAN 30 DAYS FROM THE DAY THE BANK HAS CONFIRMED THE PAYMENT INSTRUMENT IN ACCORDANCE WITH ARTICLE 8. THE FOLLOWING SHIPMENTS WITH **00.000** MT PER MONTH START EVERY**30** DAYS.
2. LOADING TERMS: THE SELLER SHALL ADVISE THE BUYER NOT LESS THAN 30 DAYS BEFORE THE PLANNED DELIVERY OF EACH CONSIGNMENT SO THAT THE BUYER MAY TAKE DELIVERY. THE SELLER SHALL IMMEDIATELY NOTIFY THE BUYER OF ANY CHANGE TO THE DELIVERY DATE THAT HAS BEEN PREVIOUSLY NOTIFIED. THE SELLER'S NOTIFICATION SHALL CONTAIN THE FOLLOWING INFORMATION:
 - A). GOODS TYPE, DESCRIPTION, QUANTITY, AND SIZE
 - B). DATE WHEN THE VESSEL SHOULD BE MADE AVAILABLE FOR UNLOADING.
 - C). PORT FROM WHICH DELIVERY SHOULD BE MADE FOR LOADING.
 - D). THE VESSEL MASTER IS TO ADVISE THE SELLER'S AGENT AT LOADING WITH THE FOLLOWING DETAILS: VESSEL'S NAME, FLAG, AGE, SIZE, DATE OF ARRIVAL, CAPACITY, AND NO. OF HATCHES, NO. OF CARGO HOLDS, QUANTITY LOADED BY HOLD, AND PARTICULARS OF VESSEL READINESS TO EFFECT CARGO THROUGH ALL OR PART OF THE HATCHES.
 - E). THE VESSEL MASTER SHALL GIVE 72/36/24 HOURS FINAL NOTICE OF THE VESSEL'S ETA AT THE PORT OF UNLOADING TO THE SELLER'S AGENT AT PORT OF UNLOADING. SUCH NOTICES ARE GIVEN DURING OFFICE HRS., WIBON, WIPPON, WCCON, LAYTIME TO COMMENCE FROM 1:00 PM, IF THE VESSEL'S NOTICE OF READINESS TO UNLOAD IS GIVEN BEFORE NOON, AND BEFORE FROM 8:00 AM NEXT WORKING DAY, IF NOTICE IS GIVEN AFTERNOON.

THE RATE OF UNLOADING IS **5000** MT FOR 24 HRS UNLESS IT IS NOT POSSIBLE AT THE DISCHARGE PORT. TIME FROM 17:00 HRS ON SATURDAY TO 06:00 HRS MONDAY OR FROM 12:00 HOURS ON THURSDAY TO 06:00 HRS ON THE DAY SUCCEEDING SUCH HOLIDAYS

ARE EXCLUDED, EVEN IF USED. SHALL THE VESSEL BE UNLOADED AT LESS THAN THE AVERAGE RATE; THE BUYER SHALL PAY DEMURRAGE ACCORDING TO OP CONDITIONS, PRO-RATA FOR ANY PART OF THE DAY.

DEMURRAGE OR DISPATCH AT THE PORT OF UNLOADING IS TO BE SETTLED BY THE BUYER WITHIN 5 BANKING DAYS FROM RECEIPT OF THE VESSEL'S MASTER COMMERCIAL INVOICE.

SHALL THE VESSEL BE REQUIRED TO SHIFT FROM ONE BERTH TO ANOTHER AT THE PORT OF UNLOADING THE TIME USED IN SHIFTING SHALL NOT COUNT AS LAYTIME. HOWEVER, THE COST OF SHIFTING SHALL BE TO THE BUYER'S ACCOUNT.

3. INSURANCE OF GOODS FOR THE VOYAGE IS THE SELLER'S SOLE RESPONSIBILITY UNLESS THE SHIPMENT IS DONE UNDER OTHER THAN CIF TERMS.
4. THE SELLER SHALL NOT BE LIABLE UNDER CLAUSE 12 PROVISIONS TO THE EXTENT THAT THE BUYER AVOIDABLY DELAYS THE VESSEL AT THE UNLOADING PORT OR FAIL TO TAKE DELIVERY OR THE SELLER IS OTHERWISE EXCUSED OF A DEFAULT BY THE BUYER OR FORCE MAJEURE.

APPENDIX NO. 3

DRAFT OF DOCUMENTARY LETTER OF CREDIT

LOCAL SWIFT ACKSINSURANCE 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

.....
: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.

: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 WORLD

:44F: PORT OF DISCHARGE PORT OF DESTINATION,
ASP OF _____

:44C: LATEST DATE OF SHIPMENT
___.00.2022

:45A: DESCRIPTION OF GOODS AND / OR SERVICES
WHITE REFINED CANE SUGAR - GRADE A ICUMSA 45
QUANTITY: 000.000 MT 5% PLUS/MINUS
PRICE: USD 000 PER 1 MT
TRADE TERMS: CIF _____ A PORT
CONTRACT NO CH 2022_____

:46A: DOCUMENTS REQUIRED

- 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 ANOTHER SIMILAR RECOGNIZED INDEPENDENT INSPECTION COMPANY), AT THE PORT OF LOADING SHOWING, THE 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, IS SEAWORTHY, AND IS 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 THE 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 BILLS 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, AND 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.

+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 ***

APPENDIX NO. 4

SAMPLE OF PERFORMANCE BOND GUARANTEE

PERFORMANCE BOND GUARANTEE NO. XXXXXXXXXX

BANKNAME AND ADRESS XXXXXXXXXX

WE HAVE BEEN INFORMED THAT A CONTRACT, HEREINAFTER „SALS AND PURCHASE AGREEMENT“, HAS BEEN SEEN CONCLUDED BETWEEN (BUYER) AND (SELLER) HEREINAFTER “SELLER”, ON __/__/2022 UNDER REF.NO. XXXXXXXXXX FOR THE SUPPLY OF 000.000 MT GOODS ATA TOTAL PRICE OF USD 000 PER MT AND THAT THE UNDERLYING CONTRACT STIPULATES THAT A PERFORMANCE GUARANTEE BE ISSUED IN THE AMOUNT OF USD 000.000,00.

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

USD 000.000

PROVIDED YOUR DEMAND FOR PAYMENT IS SIMULTANEOUSLY SUPPORTED BY YOUR WRITTEN STATEMENT (WHETHER IN THE DEMAND ITSELF OR 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 BREACHED, 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 DEMAND FOR PAYMENT.

THIS GUARANTEE SHALL EXPIRE, EVEN IF THIS DOCUMENT IS NOT RETURNED, ON 467 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 BRAZILIAN LAW. THIS GUARANTEE IS SUBJECT TO BRAZILIAN LAW.

THIS BANK GUARANTEE BECOMES AUTOMATICALLY OPERATIVE WHEN THE BENEFICIARY ISSUES A FULLY OPERATIONAL AND ACCEPTABLE IRREVOCABLE DOCUMENTARY LETTER OF CREDIT FOR USD 71.600,00 AMOUNT REPRESENTS THE VALUE ACCORDING TO THE ABOVE CONTRACT.

APPENDIX NO. 5

BANK CAPABILITY LETTER (BCL)

(TO BE COMPLETED ON BUYER'S BANK LETTERHEAD)

CONFIRMATION OF FUNDS CERTIFICATE

DATE: __/__/2022

FROM (NAME AND ADDRESS OF BANK) :

TELEX:

SWIFT:

TELEPHONE NUMBER:

FAX NUMBER:

TO: (NAME OF ACCOUNT HOLDER), :

WE ARE INFORMED THAT OUR CLIENT (BUYER), ACCOUNT NUMBER (OPTIONAL) WOULD LIKE TO PURCHASE 0200.000 MT OF WHITE REFINED CANE SUGAR ICUMSA 45 AT US DOLLARS 00 PER MT CIF _____ PORT, FOR A TOTAL OF USD 00.000.000.

WE UNDERSTAND THAT PAYMENT IS TO BE BY IRREVOCABLE, DOCUMENTARY LETTER OF CREDIT, FULLY FUNDED, TRANSFERABLE, DIVISIBLE, 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 DOCUMENTARY 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

This BCL document only applies to the first DLC covering 3 months of shipping