

## PRO FORMA INVOICE

## **Emeraude International**

2 rue de la Tour des Dames 75009 Paris - France Tel +33.1.40.20.92.92 - Fax +33.1.40.20.95.30 welcome@emeraude-international.com

Reference: SCO147296

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File handled by: Sandra GOMEZ

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Buver

ALBERTO CADAVID R. & CIA S.A

**CARRERA 45 # 14 - 15** 

050021 MEDELLIN ANTIQUIA - COLOMBIA

NIT: 890.915.756-6

Payment mode

Currency

ICC Incoterms 2020

Port of Loading Port of Discharge

Origin

Destination

FTD

Packing

WIRE AT 120 DAYS FROM SHIPMENT DATE

USD

CFR CARTAGENA

HOUSTON CARTAGENA

LISA

COLOMBIA

2nd half April 30 Monto /2011

935 bags of 25KG loaded on pallets in 1x40 container(s)

## Remarks

"Please return this document duly sealed, dated and signed for agreement; your official agreement is required to start the shipping process"

Product	A CONTRACTOR	Quantity	Unit price	Subtotal
LLDPE EMERAUDE LLF61022N		23.375 MT	1,425.00	33,309.38

Included sea freight: USD 724.63 FOB price: USD 32,584.75

Hexeno sin aditivo

Extraterritorial transaction - VAT exempt according to Article 258-I of the French Tax Code

Please remit funds to following account

SOCIETE GENERALE

IBAN USD: FR76 3000 3030 2000 1205 8533 123

SWIFT: SOGEFRPP

Total USD

33,309,38

V.A.T: (0%) USD

0.00

Amount due USD

33,309,38

For Emeraude International Diego SARMIENTO

e de la Tour des Dev

For ALBERTO CADAVID R. & CIA S.A Signature and stamp

The contractual obligation of our company will be fully suspended and we will not be held responsible in the events representing the characteristics of Force Majeure. By agreement, will be considered as a case of Force Majeure even if it is partial, whatever the cause is, the events of war, natural catastrophe, fire, explosion, material damage, strike(s), or delay in delivery from the suppliers or the forwarding agents. Our company will not be liable for any claims if the claim is not sent by registered letter (with an acknowledgement receipt) within a maximum of 8 days from the date of delivery. In all cases, the financial responsibility of our company will be limited to the selling price as indicated on the invoice. Moreover, our company will not hold any responsibility for any direct or indirect immaterial damages, accessories, whatever their nature is. including the damages resulting from loss in profits, loss of production, whatever the type of action and engaged responsibility is, even if it has been informed of these eventual damages. The seller reserves the right to cancel this sale contract and any other sales contract(s) with the buyer if any invoice remains unpaid at the due date. The sales contract will be cancelled y sending a registered letter with an acknowledgment receipt. The date of cancellation of the contract(s) will be the date of dispatch of the registered letter. Morever, any payment delay will attract late financial interests at the rate of 15.6% per year. Any payment received in our account(s) in a currency other than that specified on the invoice will be converted to the currency of invoice af the date of reception. Finally, the delivered goods remain the seller's property till total payment of the selling contract(s). Our company will have the right to claim fully or partially the products for the invoices already due or that will be due in case of default in payment of any of the due invoices at the due date. In case our company has to take back the delivered goods, any advance/partial payment given by the buyer will become property of our company. The current sales contract will be subject to French law and the exclusive competence of tribunal of Commerce of Paris in case of any dispute.

SAS capital of 22 140 000 € - RCS Paris B 498 618 446 - VAT: FR 17 498 618 446 - Siret n° 498 618 446 000 21 - NAF 4675Z