



Connecting the World Through Trade

SALES PROCEDURE CIF/FOB/FAS/DDP

FDA CERTIFICATE OF NATIONALIZATION USA

- 1) The BUYER issues a LETTER OF CORPORATE INTENT and/or IRREVOCABLE CORPORATE PURCHASE ORDER (ICPO) to its C.I.S, including FULL CORPORATE, KYC with copy of the signatory's PASSPORT, jointly a BCL (verifiable bank certification and/or reference). After THREE (3) International Business Days, if it has been APPROVED, continue with the negotiation.
- 2) — The SELLER responds with a COMPLETE CORPORATE OFFER (FCO) plus a NCNDA, IMFPA LETTER which the BUYER signs and seals and returns to the SELLER.
- 3) — The SELLER issues a DRAFT CONTRACT OF PURCHASE AND SALE AGREEMENT (SPA) that will incorporate the complete terms and conditions. More including a DLC/SBLC stationery.
- 4) -- The BUYER signs and seals EACH page of the SPA and returns it to the SELLER in Word format. AND BUYER'S BANK issues an RWA confirmation sent to SELLER'S BANK (MT-199 O MT-799).
- 5) - The SELLER completes, signs and seals EACH page of the SPA, and issues a PROFORMA INVOICE that he sends to the BUYER.
- 6) — THE BUYER'S BANK issues DLC, SBLC stationery that the Seller's Bank reviews and approves.
- 7) - SELLER'S BANK will verify the BUYER's financial status and once ACCEPTED, will send a TTM to the BUYER for verification
- 8) The SELLER will send the "PRODUCT TEST" within FIVE (5) International Bank days after the issuance of the MT705 DRAFT.
The test includes:
 - a) Recent report from SGS.
 - b) Vessel Certificates.
 - c) Manufacturing Brochure
- 9) BUYER Within THREE (3) international banking days, issues DLC/SBLC BANK in favor of SELLER as collateral for shipments and prior to sending DLC/SBLC BANK via SWIFT MT700/MT760. The BUYER'S BANK issues irrevocable, transferable DLC/MT799-MT700 or SBLC/MT799-MT760 and confirmed, to the SELLING BANK (of the top 25 US and/or EU banks).
- 10) THE BANK-TO-BANK (POP) PRODUCT TEST will be sent within SEVEN (7) international banking days from the confirmation of the SWIFT MT-799-23 to THE SELLER'S BANK.
- 11) The BUYER will be invited to the LOADING PORT for inspection during loading at the BUYER's expense.
- 12) SELLER'S BANK issues a Guarantee of Compliance (2%), within 10 business days of SWIFT MT-760's confirmation of the DLC/SBLC sent to Seller's bank.
- 13) SHIPMENTS will be initiated within the time frame agreed between the seller and buyer.
- 14) The PAYMENT of the value of the total contractual amount will be made, for a maximum of ONE (1) International Business Days, irrevocable SBLC, DLC BANK – R&E at sight at 100% open in favor of the SELLER, no later than THREE (3) International Business Days before the delivery of a designated vessel.
- 15) - Deliveries and Shipments:
 - a) DELIVERY shall commence within the terms agreed in the purchase and sale contract (SPA) between buyer and seller upon approval of the SBLC/MT760-DLC/MT700 by the SELLER'S BANK.
 - b) - Subsequent SHIPMENTS within the terms agreed in SPA.
 - c) — All original documents will be sent to the BUYER'S BANK via the SELLER's BANK for PAYMENT and the original package will be sent to the BUYER via DHL or similar courier.
 - d) THE BUYER'S BANK makes the PAYMENT to the SELLER'S BANK immediately (SWIFT MT-103) after confirming the loading of the material with the LOADING INVOICE that is provided LOADING and an AUDITED SGS REPORT, known and accepted by both companies as

Our Contac E-Mails:

negocios@cvenesca.com

ventas@cvenesca.com

info@cvenesca.com



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an independent appraiser auditor. And you will pay IMMEDIATELY (SWIFT MT-103) after verifying the product and auditing it at destination port in the USA.

16) The PAYMENT of the total contractual value and the total contractual amount will be made within a maximum period of 1 (one) day, in favor of the SELLER, no later than THREE (3) international business days prior to the ETA of the NOMINEE VESSEL.

a) For the purposes of commercial operations in Incoterm DDP (Delivery Duty Paid), transfers of MT-103 payments will be made by the buyer at the time of receipt of the product at the port of destination in the USA.

b) For the purposes of business operations in Incoterm CIF (Cost insurance & freight), FOB (Full on Board), FAS (Free Alongside the Ship), all transfers of MT-103 payments will be made by the buyer at the time of receipt of the product at the port of loading in the country of origin.

17) Title: Title to the goods shall not pass from the SELLER to the BUYER only until the BUYER has made payment for the goods in accordance with the SELLER'S INSTRUCTIONS.

18) SETTLEMENT: It will be made based on the weight and quality at the time of loading as certified by a topographic company intentionally recognized in THE SELLER, choice and expense. BUYER reserves the right, subject to time limitations, to appoint a supervisor at its own expense and on its own account at the port(s) of LOADING.

19) INSURANCE: The insurance will be covered by the BUYER and affected in accordance with international standards.

20) NATURALIZATION LICENSE IN THE USA: The terms and conditions for the naturalization license (FDA) will be in full direct communication between SELLING COMPANY and BUYING COMPANY.

21) Taxes/Incoterms:

DDP: Any taxes or levies in the form of taxes or similar taxes on this sugar and/or freight through the country of origin, including any taxes or levies in the form of taxes or similar taxes on this sugar and/or freight through the country of destination shall be borne by the SELLER, under the terms contemplated for procedures in this incoterm.

CIF/FOB/FAS: Any taxes or levies in the form of taxes or similar taxes on this sugar and/or freight through the country of origin, will be covered by the SELLING company. Any tax or levy in the form of taxes or similar taxes on this sugar and/or freight through the country of destination will be borne by the BUYER, under the terms contemplated for procedures in these incoterms.

22) Force Majeure: The execution of the PURCHASE AND SALE CONTRACT will be subject to Force Majeure, in accordance with the Standards, Conventions and international agreements according to the ICC.

23) Arbitration: All disputes arising out of or in conjunction with the PURCHASE AND SALE AGREEMENT shall be referred to the venue to be agreed upon in the contract of sale (SPA), for settlement in accordance with the Rules relating to Arbitration, the Purchase and Sale Agreement shall be governed by the laws of the country of choice.

24) Terms and Conditions: The PURCHASE AND SALE CONTRACT is subject to the Rules and Regulations of the INTERNATIONAL CHAMBER OF COMMERCE and international agreements and conventions in their entirety as if it had been expressly inserted in it, whether or not one or both parties are members of the Association. If any provision of the CONTRACT OF PURCHASE AND SALE is inconsistent with the Rules, such provision shall prevail.

Note: this sales procedure applies to all commercial operations.

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