



Siciliana Food

INTERNATIONAL COMMODITIES



CHINA PENG SHI TAI FU LIMITED.



Dear.
Eurotrade International Sa

Date: January 10th, 2018 11:26
Subject: Full Corporate Offer.
Ref .: OF-0001C-2018
Validity: January 30th, 2018 - 23:59

China Peng Shi Tai Fu Limited is an authorized licensee of the manufacturer.

The manufacturer is COFCO.

Siciliana Food of Mr. Buoncoraglio Giovanni, is an Italian company, authorized by producers and food distribution platforms, to the disclosure and commercialization of products and information, relating to the national and international marketing of products and of various food commodities.

Siciliana Food have a JVA agreement with China Peng Shi Tai Fu Limited and with Lighthouse Nimbus Ltd (English Financial Partner).

Given the importance of supply, it was considered appropriate to stipulate a JVA with SICILIANA FOOD, which will take care of all administrative and operational aspects, as it is already well integrated in the Libyan market.

Siciliana Food, through its other companies forming part of the group, also sells non-food articles.

Grateful for having placed in us, your trust, we send to you our best offer for the product mentioned below.

SICILIANA FOOD

Via Antonio Vivaldi, 2
96019 Rosolini (SR) Italy
Vat: IT 01856930894
Email: info@siciliana-food.it

Mr. Giovanni Buoncoraglio

Commercial Director
Phone +39 371.15.66.746
Email: buoncoraglio.g@siciliana-food.it

CHINA PENG SHI TAI FU LIMITED.

Hong Kong (China)
China 137-139 Connaught Road Central
12 Words - Three building - Floor Level.

The taxes for importation are borne by the buyer and are not covered in the above price.

OPERATIVE & ADMINISTR. SELLER: Siciliana Food of Buoncoraglio Giovanni.

LOGISTIC SELLER: China Peng Shi Tai Fu Limited.

FINANCIAL SELLER: Lighthouse Nimbus Ltd.

PRODUCT: Refined Corn oil for Human consumption

QUALITY AND SPECIFICATIONS

1. **ORIGIN:** Filippine; Ucraina; Sud America.
2. **TOTAL QUANTITY:** 60.000 M/Ton in a year in containers of 20/40 feet.
3. **TRIAL:** 1.200 M/Ton into the contract.
4. **MONTHLY DELIVERY:** 5.000 M/Ton per month.
5. **CONTRACT PERIOD:** 12 months and rollover & extension.
6. **DELIVERY:** By Sea CIF port of Tripoli (Libia).
7. **PACKAGING:** Bottles one liter with logo send by Buyer (according with specification annex 1 "Libya Prices stability Fund Corn Oil Specification").
8. **SPECIFICATION:** As for specification annex 1.
9. **PRICE:** Trial USD \$ 915,00 M/Ton; Monthly supply USD \$ 880,00 M/Ton.
10. **PAYMENT TERMS:** Payment: Contract fund security for the supply hereunder shall be secured by. T/T by MT103 deferred 30 calendar days of date discharge port.
11. **GUARANTEE BUYER TERMS:** Standby Letter of Credit (SBLC) for 6 (six) shipments, validity per 12 (twelve months) + 2 (two) months, operative, revolving, no-transferable, no-divisible, confirmed and no erasable.
12. **DOCUMENTATIONS:**
 - a) Bill of lading.
 - b) Commercial invoice.
 - c) Certificate of quality (SGS or equivalent inspection company).
 - d) Certificate of quantity SGS or equivalent inspection company).
 - e) Certificate of origin.
 - f) Certificate of insurance.
 - g) Phytosanitary certificate.

All bank charges at Beneficiary's bank are for Seller's account; all other bank charges at Applicant's bank are for Buyer's account.

13. PROCEDURES:

- a) Seller issues a SCO
- b) Buyer issues an ICPO
- c) Seller issues an FCO
- d) Upon acceptance FCO Seller issues Proforma invoice for TRIAL

- e) Buyer provides SBLC (ART. 11) fund as contract guarantee.
 - f) Upon acceptance financial instruments, seller will arrange for the production. Delivery and shipment shall commence after the fulfillment of the Procedure, stated above, as per the terms and conditions of this contract.
 - g) Upon received of goods and documentations, buyer will make payment via Telegraphic Transfer within 30 (thirty) days
 - h) Seller issues Proforma invoice for monthly supply
 - i) Delivery and shipment shall commence after the fulfillment of the Procedure, stated above, as per the terms and conditions of this contract. Upon received of goods and documentations, Buyer will make payment via Telegraphic Transfer within 30 (thirty) days
- 14.Delivery Terms:** Within 60 (sixty) working days upon receipt and activated of the SBLC
- 15.Inspection:** By SGS or similar at loading port on Seller's account. All cost at loading is on Seller's account. All costs at unloading port are on Buyer's account.
- 16.Visit:** After acceptance the Contract and after issue the operative SBLC (art. 11), the Buyer has the right to visit the bottling factories by appointment.
- 17.Governing Law:** This contract shall be governed and construed in accordance with the international laws (without reference to any conflict of law rules). The United Nations Convention on Contracts for the International Sale of Goods of Vienna, 11th April 1980, shall not apply to the Agreement.
- 18.Arbitration:** Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Paris in accordance with the Arbitration Rules of the International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The Tribunal shall consist of three arbitrators. The language of the arbitration shall be English. The seat of the arbitration shall be Hong Kong.
- 19.Other Conditions:** Where not in conflict with the other conditions of this contract, Incoterms 2010 to apply.
- Also;
- A. All taxes at port of loading, demurrage, dispatch, and charge will be at seller's exclusive cost;
 - B. Buyer is fully responsible for any demurrage costs caused by delays in clearing customs at the port of unloading;
 - C. The seller will communicate to the buyer with great anticipe, the date and the approximate time in which the ship will arrive to the port of discharge. The buyer will pay to 100% of any cost of the seller, caused by the capitanery of the port of arrival, for the missed entry in the port, of the ship of the seller, on the day communicated by de seller;

- D. The seller invoice will be based on the independent international surveyor SGS certificate of quality and quantity at loading seaport;
E. All invoice shall be paid without offset, counterclaim or deduction;
F. If payment due date falls on a bank holiday then payment shall be made on or after the nearest preceding business day to the due date;
20. All terms and other elements of this contract are to be kept private and confidential by all parties concerned.

Beneficiary Name & Address for Financial Oil Seller:

Beneficiary Name: LIGHTHOUSE NIMBUS LTD,

Beneficiary Address: 29, CARLTON CRESCENT, SO15 2EW SOUTHAMPTON – HAMSHIRE – UNITED KINGDOM – COMPANY U.K. N. 5441313

Beneficiary Bank Name Bank of China

Beneficiary Address : 8, SHOUNAN WEST ROAD – YINZHOU – NINGHO – PR.
CHINA 315100

Swift: BKCH CNBJ 92A

Beneficiary Name & Address for Oil Buyer:

Bank Name & Address for Oil Buyer: Eurotrade International Sa Residence
Cyclamen Avenue Riel Lac 2 Tunis Tunisia

Bank Name & Address: Ubs Switzerland Ag, Desk Neur Ernst & Maghreb, Rue Des
Noirettes 35, 1227 Carouge, Switzerland, Tel 44 223757072; Fax 44 223756654

ACCOUNT NAME-----

ACCOUNT NR:-----

Swift:-----

The given document provides the legal basis for the Seller's transfer of these terms and parameters for preparing of the draft contract and shall become an integral part of the future contract and valid.

=====

This is an FCO and is not a Contract.

This offer has a valid date.

Beyond that date, this offer is no longer valid and no longer usable.

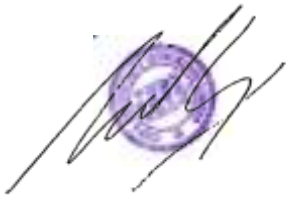
This offer was compiled with data available at the date, time today, with logistic organization of today.

The available quantity may vary depending on the manufacturer's sales.

Siciliana Food is subject to delivery dates and quantities delivered by the manufacturer.

=====

I remain available for any information.



Cordially



Giovanni Buoncoraglio