

24.07.2025	13657	7000434143
DATE	CLIENT	DOCUMENT

OUR REF: 32497521/17240209
YOUR REF: 4501133967_1

Invoice

Bill-to party

STRAUSS-GROUP LTD
49 YANAI PARK, HA'SIVIM ST
49517 PETACH TIKVA
ISRAEL

0% VST foreign to foreign sales
For questions or orders please contact :
Jakub Pokusa
Pfingstweidstr. 60
8005 Zürich E-Mail : jakub_pokusa@barry-callebaut.com
Switzerland

Delivered by : BC Cocoa (Origin Ivory Coast), Zürich, Switzerland
Incoterm FOB: SANP: Free on board Incoterms® 2020
Delivery date : 30.07.2025
Container numbers: OTPU6448652;SZLU9522930
Bill of lading n°: MEDUPD394466 Date: 20/07/2025
Shipped on: MSC IKARIA VI to Haifa

Article	Quantity (Pieces)	Price/Unit	Net Value	VAT	VAT Amount	Total Value
NCL-3G2CI-737						
	44,000 MT	10831,000 GBP /MT	476.564,00 GBP	8N 0,00 %	0,00 GBP	476.564,00 GBP
	Reference :	ROH 1582				
	Customer Reference :	5000201				
	Description :	LR IVORY C. Cocoa mass Blocks 1.000KG/BOX 1BOX/PAL				
	Commodity Code :	1803.1000 00				
	Contract :	2025054919 - 4600003952-100				
Totals	44.000 KG		476.564,00 GBP		0,00 GBP	476.564,00 GBP

VAT INFO	Net	VAT	Total
8N 0,00 %	476.564,00	0,00	476.564,00

Net weight 44.000 KG
Gross Weight 44.440 KG
Pieces 44

Contract Balance 24.07.2025

	After Invoice	Open Orders	Incl.Open Orders	Customer Contract Number
2025054919	154.000 KG	154.000 KG	0	

To be paid 476.564,00 GBP

Terms of payment : Documents against acceptance at 30 days
Up to 23.08.2025 without deduction
To be mentioned with payment : 7000434143
You are requested to pay on the account of Barry Callebaut Services NV on behalf of Barry Callebaut Cocoa AG
ING Bank UK BIC (Swift) INGBGB22
IBAN GB17INGB23885920420025 ACC 20420025 Sort Code 238859
ING Bank, Post Box Number ING EBD, PO Box 18447, London EC2M 2 XJ

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BARRY CALLEBAUT COCOA AG
Hardturmstrasse 181
8005 Zürich - Switzerland
Tel: 432040404 / Fax: 432040409
VAT Reg.nr : CHE-212.734.009 MWSTMWST

EXCERPT OF GENERAL
TERMS AND CONDITIONS OF
SALES OVERLEAF

Barry Callebaut will never communicate changes of bank details for customer payments by phone, fax or email to you. Such changes will solely be communicated to you by a registered letter signed by two directors and will never contain advice to pay another party than a Barry Callebaut group company. Should you have doubts on the integrity of an advised change of bank details or other updates to payment details, you may verify the content with us via corporate_treasury@barry-callebaut.com.

BARRY CALLEBAUT GENERAL TERMS AND CONDITIONS OF SALE

Art 1 - Applicable Terms: The sales contract ("Sales Contract") entered into with Barry Callebaut Cocoa AG ("BC Cocoa" or the "Seller") shall be subject to these general terms and conditions of sale ("General Terms") as well as the applicable FCC Contract Rules as follows, except as amended or waived pursuant to these General Terms:

- CP1: Contract Rules for Liquid Cocoa Products by Tankers (Road or Rail) or ISO Tank Containers on Buyer's Call;
- CP2: Contract Rules for Packed Cocoa Products on Buyer's Call;
- CP3: Contract Rules for Shipment of Packed Cocoa Products in Containers on C and F, CIF, CPT or CIP Terms; or
- CP4 Contract Rules for Shipment of Packed Cocoa Products in Containers on FOB Terms.

Any general terms and conditions of purchaser shall be excluded. In the event of any conflict or contradiction between the Sales Contract, these General Terms and the applicable FCC Contract Rules, the Sales Contract will take precedence over these General Terms, which will themselves take precedence over the applicable FCC Contract Rules. Orders placed on the basis of daily price quotations, as likewise any other transaction of the same type, will also be subject to these General Terms.

Art. 2 - Prices: The price payable by the purchaser for the goods includes any taxes, customs duties, levies and other costs, as applicable, in accordance with the agreed Incoterm, excluding VAT (if applicable).

Art. 3 - Payment Terms: Invoices are payable in accordance with the payment terms stipulated in the Sales Contract and on the invoice. No discount will be granted for early payment. All invoices are payable to the registered address of BC Cocoa in Zurich (Switzerland) or to the agent mentioned on the invoice, if any. This provision will also apply to payments made by letters of credit, bills of exchange or bank drafts.

Art. 4 - For sales in EUR: For the avoidance of doubt, any EUR amounts set out in this sales contract shall be fully payable in EUR irrespective of a potential change to a different official currency in the jurisdiction of the buyer.

Art. 5 - Late Payment: In the event of late payment or repeated rejection of a negotiable instrument by a bank further to sending a formal payment demand by means of a registered letter, late payment interest will be calculated, as from the due date for payment until the day of effective payment, at a rate of the LIBOR plus 4%. This interest shall be paid on receiving the corresponding debit memo. In the event of late payment, the rejection of a negotiable instrument or a deterioration in the purchaser's financial position (non-payment, suspension of payments, voluntary or court-ordered receivership, attached goods sold, attachment order, etc.), the Seller reserves the right to suspend or cancel any orders, Sales Contracts or operations in course, require guarantees or demand payment prior to delivery, even in the event of partial performance of current contracts. In all the above circumstances, all the purchaser's debts towards the Seller will become payable immediately, even those that are not yet due by virtue of the original contractual provisions.

Art. 6 - Call-Offs: Notwithstanding Article 9.2 of the CP1 and CP2, the purchaser undertakes to forward calls for goods in a regular manner and spread out at equal intervals over the period of delivery or uplift as follows:

- at least 21 days before the delivery or uplift date for liquid goods covered by the CP1 and for solid cocoa butter covered by the CP2; and
- at least 42 days before the delivery or uplift date for cocoa mass, cocoa press cake and cocoa powder covered by the CP2.

Failing this, BC Cocoa may declare the purchaser in default of performance of the Sales Contract, with the consequences stipulated in Article 18 of the CP1/CP2.

Art. 7 - Quantities: In the event of a call for goods based on more than one sale contracts, the quantities delivered will be allocated to the sale contract with the earliest date, unless otherwise stipulated in writing. In the event of an order for a volume greater than that provided for in the Sales Contract, BC Cocoa reserves the right to include these volumes in the existing Sales Contract or to request the purchaser to enter into a new sale contract on the basis of the prices in force at the day of the order.

Art. 8 - Sampling: Regardless of the type of contract (uplift or delivery) and the nature of the product, the quality will be definitive on departure, and a minimum sample of 250 grams will be removed by the Seller at the time of loading. Contrary to Articles 15.1, 15.2 and 15.3, respectively, of the CP1/CP2/CP3 and CP4, this sample will not be sealed, and will serve as a representative sample of the quality, to which the purchaser unreservedly agrees.

Art. 9 - Title of Goods: To the extent legally possible under applicable law, all goods delivered under a Sales Contract will remain the property of the Seller until such time as the purchaser has paid in full the agreed purchase price for the goods.

Art. 10 - Claims: Without prejudice to the application of Articles 16.1 and 16.2 of the CP1/CP2 and Articles 17.1 and 17.2 of the CP3/CP4, it is acknowledged an expressly agreed that:

- the purchaser will be responsible for verifying the condition and quality of the goods and their compliance with the delivery slip, and performing checks concerning any visible defects in the goods, all these checks to be made with the utmost care at the time of receiving the goods;
- given that the transport companies are only liable for goods damaged or lost, etc. during transit, the purchaser shall, regardless of the nature of the contract, be responsible for enforcing its rights vis-à-vis the carriers;

- under all circumstances, the purchaser must confirm its claim in writing and send a letter expressing its reservations and the reasons thereof to the carrier within at most two (2) working days as from the time of discovering the defect in question, in order to reserve the parties' rights of recourse against the carrier;

- at all events, the purchaser must check the goods before using or reselling them and, in the event of any defect, take conservatory measures in the interests of the parties.

No Seller's warranty will be granted in the event of visible or hidden defects, if the purchaser has not preserved the rights of recourse vis-à-vis the carrier, or if the goods have been transformed by the purchaser or resold via the intermediary of third parties or to third parties.

Art. 11 - Force Majeure: The term Force Majeure is understood to extend, in addition to the events defined in Article 17.1 of the CP1/CP2 and Article 18.1 of the CP3/CP4, to interruptions in the delivery of raw materials and additives or in the supply of energy needed for the operation of plant and equipment, government regulations (including regulations relative to imports and exports and trade embargoes), and the blocking of transport.

Art. 12 - Assignment: Neither party may transfer or assign the Sales Contract in whole or in part to any other person or entity, without having previously obtained the consent in writing of the other party, such consent not to be unreasonably withheld. Notwithstanding the foregoing, the Seller may assign any claim arising out of or in connection with a Sale Contract to any third party without purchaser's consent. The purchaser acknowledges that information to be disclosed to an assignee may be transferred and compiled outside Switzerland including jurisdictions that do not provide for the same level of protection, and hereby consents to such transfer and compilation of information in or outside Switzerland for the purpose of administering and collecting receivables.

Art. 13 - No Set-Off: Neither party shall be entitled to offset any claim made by the other party under or in connection with a Sales Contract against a claim it has itself against such other party.

Art. 14 - Miscellaneous: The Sales Contract may not be amended or modified except by a document in writing duly executed by the parties. If any provision of the Sales Contract is held to be unenforceable or invalid under the applicable law, such provision shall be ineffective only to the extent of such unenforceability or invalidity and the remaining provisions of the Sales Contract shall continue to be binding and in full force and effect. The invalid or unenforceable provision shall be replaced by a valid provision whose effect is as close as possible to the invalid or unenforceable provision.

Art. 15 - Applicable Law: Contrary to Article 1.1 of the CP1/CP2/CP3 and CP4, the Sales Contract shall be governed by, and construed in accordance with Swiss law, with the exclusion of international treaties, in particular the United Nations Convention on Contracts for the International Sale of Goods of 1980.

Art. 16 - Arbitration: Any dispute arising out of or in connection with this Sales Contract which cannot be settled on an amicable basis within fifteen (15) calendar days as from the date on which one of the parties notified the other party of the existence of a dispute by means of a recorded delivery letter with return receipt, may be submitted to, and finally settled by, FCC arbitration in accordance with the FCC Arbitration and Appeal Rules in force on the date of the Sales Contract, which are incorporated into the Sales Contract by way of reference. Any final arbitration ruling pronounced in accordance with the above-mentioned Rules will be definitive and binding, without possibility of appeal. The seat of the arbitration proceedings shall be London. The proceedings will be conducted in the English language.