



## **SALE & PRUCHASE AGREEMENT**

**Contract No.:** FAA/112/2021

**Date:** 14 January 2022

**Buyer:** **GNOUMANI SA**  
QUARTER ADMINISTRATIF NIONO,  
BAMAKO MALI

**Seller:** **FERTAGRO AFRICA DMCC**  
702 / 703 HDS BUSINESS CENTRE,  
P.O. BOX 390466, JLT, DUBAI, UAE

UNDER THIS CONTRACT, THE BUYER AGREES TO BUY AND THE SELLER AGREES TO SELL THE MATERIAL SPECIFIED BELOW AS PER UNDER MENTIONED TERMS AND CONDITIONS:

**Commodity:** Urea

**Specifications:**

Nitrogen	46 % Min
Biuret	1.0 % Max
Moisture	0.5 % Max
Particle Size	1-3.35 mm 90 % min./ 2-4 mm 90 % min
Colour	White free flowing, free from harmful substances

**Origin:** Open

**Quantity:** 20,000 MT

**Shipment:** February,2022

**Delivery:** Upon receipt of Letter of credit or Availise Trait in seller's acceptable Format and acceptable bank at Seller's counter along with signed delivery order.

**Unit Price:** Euro 780 PMT

**Incoterms:** FOT

**Port of Discharge:** Abidjan IVC

**Packing:** In 50 kg bags

**Terms of Payment:** 270 days Bank guarantee (BG) or Availise Trait issued in seller's acceptable format and acceptable bank. Buyer to submit BG / Availise Trait 20, January 2022 otherwise shipment/delivery subject to change.

**Documents:**

Seller to submit the following documents for negotiation:

- 1) Signed Commercial Invoice of the seller in 2 Originals and 2 Copies.
- 2) Certificate of Quantity and Quality issued by independent inspection agency in One Original and 2 copies.
- 3) Packing list

**License & Taxation:**

Buyer is entirely responsible for obtaining and maintaining Import License and other import obligations, if any. Any consequence cost, expense, damage, demurrage, etc. sustained by seller due to delay or Failure by buyer to obtain Import License or Clear goods at discharge port shall be for buyer's Account.

Import duty/ taxes, Balises and emaci charges on buyer's account.

Buyer will confirm availability of trucks for lifting the cargo 48hrs prior in order for seller to keep the cargo ready.

Buyer has to lift cargo with 30 days from the date PFI or from the discharge of cargo whichever later, otherwise buyer is liable to pay warehouse fees.

**Force Majeure:**

Force Majeure means any event, situation and its consequence can not be prevented, avoided or conquered reasonably by the affected party including earthquake, typhoon, flood, conflagration, war, strike (except both parties' employee) and other events that could not be anticipated.

Any party is not liable for a failure to perform any of its obligations in so far as it proves:

- 1) That the failure was due to an impediment beyond his control, and;
- 2) That he could not reasonably be expected to have taken into account the impediment and its effects upon his ability to perform at the time of the conclusion of the contract and;
- 3) That he could not reasonably have avoided or overcome it or its effects.

A party seeking relief shall, as soon as practicable after the impediment and its effects upon his ability to perform become known to him, give notice to the other party of such impediment and its effects on his ability to perform. Notice shall also be given when the ground of relief ceases. Failure to give notice makes party thus failing liable in damages for loss which otherwise could have been avoided.

If the grounds of relief subsist for more than six months, either party shall be entitled to terminate the contract with notice.

**Confidentiality:**

Buyer and Seller agree to consider the contract as fully confidential and agree not to disclose any of its contents to third party.

**Disputes:**

All disputes in connection with this contract or the execution be settled through friendly negotiations between two parties. If no settlement can be reached, the case should then be submitted DIFC Courts Dubai, UAE – Under English Law.



**Other terms:**

INCO terms 2010 and subsequent amendments to govern English law.

For Seller:  
**FERTAGRO AFRICA DMCC**

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For Buyer:  
**GNOUMANI SA**

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