
SALE AND PURCHASE AGREEMENT

This Agreement is made and entered into as of this 3rd day of August, 2023

BETWEEN:

Amaggi Ltd. (hereinafter referred to as "**Seller**"), Address: [Seller Address]

AND

Pacific Flour Mills Co. (hereinafter referred to as "**Buyer**"), Address: [Buyer Address]

(Each a "Party" and collectively, the "Parties")

TERMS: (SATPMSHEX) EVEN IF USED (EIU) TO DISCHARGE GOODS AFTER VALID
NOR PRESENTED AT USUAL WAITING PLACE.

RECITALS:

WHEREAS, the Seller agrees to sell and the Buyer agrees to purchase a consignment
of **Wheat** to be shipped via the vessel **MV AHSOKA**, as further detailed herein.

WHEREAS, the terms of this sale are based on **Cost, Insurance, and Freight (CIF)** delivery
terms, subject to the specific laytime and demurrage provisions outlined in this Agreement.

1. GOODS DESCRIPTION

- **Product:** BR SBS (Wheat)
- **Quantity:** 30,770.38 MT
- **Quality:** As per standard commercial grade for milling wheat
- **Unit Price:** [Insert per MT price]
- **Total Price:** [Insert total price]

2. SHIPMENT DETAILS

- **Vessel Name:** MV AHSOKA
- **Port of Loading:** SLZO, ARGENTINA
- **Port of Destination:** [Insert destination port]
- **Charterer:** AMAGGI
- **NOR Tendered:** 15-Jun-23, 14:45 (Thursday)
- **NOR Valid:** 15-Jun-23, 14:45 (Thursday)

- **LTC AT:** LTC COMMENCE AT 1200 HRS AFTER VALID NOR
 - **Vessel Arrived:** 15-Jun-23, 14:20 (Thursday)
 - **Vessel Berthed:** 18-Jun-23, 16:48 (Sunday)
 - **Commenced Cargo:** 18-Jun-23, 19:55 (Sunday)
 - **Completed Cargo:** 21-Jun-23, 19:00 (Wednesday)
 - **Actual Quantity Delivered:** 30,770.38 MT
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3. INSURANCE

- **Policy:** Marine Cargo Insurance • **Coverage:** Full CIF value • **Provider:** Global Insurance Co.
 - **Endorsement:** Endorsed to allow Buyer to claim directly
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4. LAYTIME AND DEMURRAGE

4.1 Discharge Rate: Buyer shall discharge the goods at a rate of **5,000 MT per Weather Working Day (WWD)**.

4.2 Excluded Periods:

- **Saturday afternoons, Sundays, and holidays** are **excluded**, even if used (EIU).
- Laytime shall **not count** during periods when work is prevented or suspended due to: **Weather conditions:** Specifically, periods of **rain, storms, high winds**, or any other adverse weather that makes discharging unsafe or impractical.

4.3 Notice of Readiness (NOR):

- NOR must be tendered during **office working hours**:
 - Monday to Friday: **09:00 to 18:00** ◦
 - Saturday: **09:00 to 12:00**
- **Laytime shall commence 12 hours after valid NOR is presented at the usual waiting place**, unless discharging operations begin earlier.

4.4 Laytime Commencement Conditions:

- Laytime shall count **whether in berth or not (WIBON), whether in port or not (WIPON), whether in free pratique or not (WIFPON), and whether customs cleared or not (WICCON)**.

4.5 Demurrage and Despatch:

- **Demurrage : \$22,000**
- **Despatch : \$11,000**

4.6 Disclosure:

- Subject to confidentiality obligations, **a copy of the Governing Charter Party or Booking Note** shall be disclosed to the Buyer upon request.

4.7 Settlement:

- **Demurrage/Despatch invoices must be settled within 30 (Thirty) days** of receipt.
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5. DOCUMENTS TO BE PROVIDED BY SELLER

- Bill of Lading
 - Insurance Certificate
 - Commercial Invoice
 - Packing List
 - Export Documentation
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6. TRANSFER OF RISK AND COST

- **Risk:** Transfers upon loading at Port of Loading
 - **Cost:** Transfers upon arrival at Port of Destination
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7. GOVERNING LAW AND ARBITRATION

This Agreement is governed by the laws of **England and Wales**.

Any dispute shall be referred to arbitration in **London** under **LCIA Rules**.

SIGNED:

For and on behalf of Seller:

Amaggi Ltd.

Name: [Authorized Signatory] Title:

[Title] Date:

For and on behalf of Buyer:

Pacific Flour Mills Co.

Name: [Authorized Signatory]

Title: [Title]

Date: _____

