



Wheat Bran Purchase Contract

Date : 05th May 2022

Buyer

ARZAK MARKETING CO.

P.O. Box No: 1444

Doha - Qatar

Contract No: MOCI/ARZ/ROY/2022-1

Seller

ROYAL TEA AND COMMODITIES LTD

P.O. Box No. 2025-80100

Mombasa - Kenya

Commodity : Coarse Wheat Bran packed in 30KG PP bags net.
Quantity : 1,500 Metric Ton +/- 5% Buyer's option.
Origin : Kenya/Tanzania/Uganda/ Seller's option .
Specification :
- Moisture : 12 % Max.
- Protein contents : 15% Min basis on dry weight.
- Ashe contents : 7% Max basis on dry weight.
- Fiber contents : 13% Max basis on dry weight.
- Year of Production : Fresh Product 2022
- Goods must be free from radiation, insects, fungus, and traces of insecticides, moulds & toxins.

Price : USD 290.00 PER METRIC TONS CFR HAMAD PORT, QATAR.

Delivery Place : Hamad Port, Qatar.

Shipment Period: For the period from May 2022 to June 2022.

*Buyer has the option to reschedule the shipment period at any point of time as per MOCI requirement if any.

Weighing & Quality:

- Weight & Quality will be final as per MOCI acceptance at MOCI warehouse and Final result as per Qatari Central Laboratories.
- Buyer has the option to stop all future shipments in case of deficiencies with cargo quality after written notice to seller.

Packing:

- 30 KG PP bags net excluding empty bag weight.
- Sample bag to be approved by buyer.

ROYAL TEA AND COMMODITIES
LIMITED
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MOMBASA
KENYA

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Arzak Marketing Co. شركة ارزاق للتسويق

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Shipping marks:

- Shipping marks printed on both sides, one in Arabic and other in English (Artwork to be provided).
- Bags to show producers and production month - year exactly as shown in the provided artwork only and not to show any other remarks (i.e. Production Label / Production Date).

Payment terms:

100% cash against original required documents within 10 days from the date of original documents received by the buyer stated herein

- Seller to provide Beneficiary bank details in a signed / stamped letter.
 - In case required clearance, documents are not legalized /attested as per Qatari Custom Law and if any penalties/fees to be paid by Buyer will be in Sellers' account.
 - The shipments must arrive to Qatar without any outstanding to shipping line for load port charges. In the event of non-payment of the load port shipping line charges supplier should officially communicate to the buyer before 3 working days and any additional amount incurred due to the non-payment of the charges will be paid by buyer on sellers' account.
 - In case any demurrage due to delayed in presentation of documents to be paid by Buyer will be in sellers' account
 - The Seller shall submit the original documents to the Buyer for clearance purpose prior to shipment arrival and In case any additional amount paid to Customs Authority due to the non-submission of the original docs before the shipment clearance will be paid by buyer on sellers' account.
 - Quality deviation penalty applicable in seller Account.
 - The documents must be received to buyer 5 working days before shipment arrival date.
 - Seller shall settle the payment immediately against presentation of buyer's debit note and/or shall be deducted from sellers' invoice payment and/or seller shall deduct from his invoice.
- The goods should be received in good condition at the Final warehouse. The cargo damage/infestation /loss of goods during transit shall be covered by the seller and will not be entitled for payment for such goods.

Shipping terms:

- By 40 feet containers.
- The 40' feet containers should be lined with craft paper and sufficient desiccants to be placed to guarantee the quality at destination.
- Freshly produced wheat bran should not be stuffed immediately in containers after production to control moisture level, to be allowed to breathe and dried if not followed over and above procedure it leads to inherent and cause damaged of cargos and total loss.
- Seller to ensure to have an agreement with the shipping line to not to exceed 20-25 days sea voyage.
- Seller to ensure that buyer granted 14 days free from shipping line at discharge port to enable Buyer to complete the customs clearance procedures, load the container from port, transportation to final destination, off-loading operation and return the empty container to shipping line yard.
- Seller to ensure Delivery Order Release from shipping line upon shipment arrival.
- Partial shipment Allowed and Transshipment allowed (Except Jabel Ali -UAE)

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- Any demurrage occurred due to seller failure or delayed to provide necessary documents to clear the cargo from local port customs authority to be on seller's account.
- Documents must be presented according to shipping line.

Required documents: -

1. Full set of 'shipped on Board' Bills of Lading marked 'Freight prepaid'.
 2. Commercial Invoice issued in country of load port attested by a Chamber of Commerce and legalized by Qatari Embassy /Consulate in the country of load port.
 3. Certificate of Origin issued and attested by Chamber of Commerce and legalized by Qatari Embassy /Consulate in the country of load port.
 4. Phytosanitary certificate issued by a competent government authority and legalized by Qatari Embassy /Consulate in the country of origin.
 5. Weight, Quality and Condition certificate issued by an Independent Inspection company nominated by buyer at seller's cost for each B/L quantity.
 6. Health certificate issued by independent inspection company at nominated by buyer at seller's cost.
 7. Container inspection certificate issued by an Independent Inspection company nominated by buyer at seller's cost for each B/L quantity.
 8. Fumigation Certificate issued by independent inspection company in the country of Origin or country of load port evidencing the fumigation as per the requirements of the importing country after the cargo was loaded in the Container for each B/L quantity.
 9. Packing List issued by an Independent Inspection company or Beneficiary.
- Certificate of Origin, Commercial Invoice and Phytosanitary certificate to be legalized by Qatari Embassy or consulate.

Other Terms:

1. The governing laws of this contract shall be the Qatari law and the court of jurisdiction shall be Doha, State of Qatar. Any dispute arising out of or in connections with this contract including any question regarding its existence, validity or termination shall be referred to and final resolved by arbitration rules of State of Qatar .
2. This contract will be governed by international force majeure conditions.

BUYER
ARZAK MARKETING CO.

SELLER
ROYAL TEA AND COMMODITIES LTD



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شركة ارزاق للتسويق Arzak Marketing Co.

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