



### Wheat Bran Purchase Contract

Date : 20 December 2023

Contract No: MOCI/ARZ/ABS/63-2023

Buyer	Seller
ARZAK MARKETING COMPANY.	ABS TRADING L.L.C.
P.O. Box No: 1444	P.O. Box No: 233565
Doha – Qatar	Dubai – U.A.E

**Commodity :** Coarse Wheat Bran packed in 30KG PP bags net.

**Quantity :** 6,000 Metric Ton +/- 10% 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 2024
- Goods must be free from radiation, insects, fungus, and traces of insecticides, moulds & toxins.

**Price :** USD 245.00 PER METRIC TONS CFR HAMAD PORT, QATAR.

**Delivery Place :** Hamad Port, Qatar.

**Shipment Period:** Buyer will provide exact delivery period in annex "A"

\*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 Ministry of Commerce & Industry acceptance at Ministry 's warehouse and Final result as per Qatari Central Laboratories.
  - Quality deviation penalty applicable in seller Account.
  - Buyer has the option to stop all future shipments in case of deficiencies with cargo quality after written notice to seller.
  - The goods should be received in good condition at the Final Ministry of Commerce & Industry acceptance warehouses.
  - The cargo damage/infestation/weighing short/inherent loss of goods during transit shall be covered by the seller and will paid to Buyer against debit note through fund transfer / Online remittance.
  - The cost of any special operation carried out due to cargo damage/ infestation/ weighing short/ inherent loss of goods will be on Seller's account.
  - In case any Demurrage / Detention due to cargo damage shall be covered by the seller and will not be entitled for payment for such goods.
  - 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.
  - Seller shall settle the payment within 10 working days against presentation of buyer's debit note.

#### Packing:

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

**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:** -

Fund Transfer against original required documents within 7 working days from the date of original documents received by the buyer stated herein.

- Seller to provide Beneficiary bank details in a signed / stamped letter.
  - The documents must be received to buyer 5 working days before shipment arrival date.
  - Seller to provide original Bill of lading or confirm telex release from shipping line to buyer.
  - In case any demurrage due to delayed in presentation of documents to be paid by Buyer will be in sellers' account.
  - 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.
  - Any reconciliation required pertaining to invoices paid is responsibility of supplier and with regards to this, if the supplier need any relevant information, the supplier should revert to buyer within 5 working days from payment.





**Seller's Bank Account Details:**

Account Title - ABS TRADING L.L.C.  
Bank - HABIB BANK  
Branch - SH. ZAYED Branch  
IBAN no. AE52-0291-0203-1133-3125-133  
Swift Code - HBZUAEADXXX  
Currency - USD

#### **Shipping terms:**

- By 40 feet containers, inspected by independent surveyor confirming there's no internal / external damages on the container before stuffing, if any charges due to damage found inside container will be on Seller's account.
  - 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.
  - Cargo to be stuffed in containers cooling period of min. 5 days from production date to control moisture level.
  - 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 Transhipment allowed .
  - 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 and or Bills of Lading – Way Bill.
  2. Commercial Invoice issued in country of load port attested by a Chamber of Commerce in the country of Origin.
  3. Certificate of Origin issued and attested by Chamber of Commerce in the country of Origin.
  4. Phytosanitary certificate issued by a competent government authority 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.
10. Legalization charge at Seller's cost.

In case of above documents are not provided as per contract requirements then related penalties to be arranged by buyers but for seller's account as per Qatari custom tariff as follows:

**Commercial invoice:**

- It must be attested by Chamber of Commerce in the country of origin else 1% penalty applicable on total invoice value (CIF).

**Certificate of origin:**

- It must be issued and attested by Chamber of Commerce in the country of origin else 1% penalty applicable on total invoice value (CIF).

**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.
2. Any dispute arising out of or in connections with this contract including but not limited to any question regarding its existence, validity or termination shall be referred to and final resolved by Qatari law, through formal legal procedures enforced by the court, and the court of jurisdiction shall be Doha, state of Qatar.
3. This contract will be governed by force majeure conditions as per Qatari law.

**BUYER**

ARZAK MARKETING CO.

*Authorized Signatory*

*Stamp*

**SELLER**

ABS TRADING L.L.C.

*Authorized Signatory*



*Stamp*

\*Please return by email scanned copy of this contract duly signed and stamp\*

