

CONTRACT N° : SO43778

DEAR SIR OR MADAM,  
WE ARE VERY GRATEFUL TO MAKE THIS BUSINESS THROUGH OUR OFFICE TODAY, MARCH 22 - 2023:

**SELLER** **GRAIN PROCESSING CORPORATION**  
STREET OREGON, 1600  
N/A 00000000 MUSCATINE USA-EX  
TAX ID: 42-1321075

**BUYER** **QATAR FOODS INDUSTRIES**  
ADDRESS P.O. BOX 1444, -,  
ANTIOQUIA 00000000 DOHA-EX  
TAX ID: 5000207142

**BROKER:** **ABOISSA COMMODITY BROKERS**  
LARGO DO AROUCHE, 396, 2 ANDAR  
REPUBLICA 01219010 SÃO PAULO-SP  
CNPJ: 56.814.239/0001-50

**PRODUCT** **CRUDE DEGUMMED CORN OIL**

**SPECIFICATIONS AND SAMPLES**

SPECIFICATIONS	
COLOR LOVIBOND	1" SCALE - MAX. RED 7 - YELLOW 70
FFA	MAX. 3.0%
INSOLUBLE IMPURITIES	MAX. 0.30%
IODINE VALUE	118 - 132
MOISTURE & VOLATILE	MAX. 1.0%
PHOSPHOROUS	MAX. 200 PPM
UNSAPONIFIABLE MATTER	MAX. 2.0%

FFA AS OLEIC ACID: BASIS 2% - MAX 3.0.% - 3.1% - 4.0% DISCOUNT 1,5% OF CONTRACT PRICE FOR EACH 1% OR FRACTIONS IN PROPORTION. 4.1% - 5,0% DISCOUNT 3% OF CONTRACT PRICE FOR EACH 1% OR FRACTIONS IN PROPORTION. PHOSPHOROUS: DISCOUNT OF 0,2% OF THE CONTRACT FOR EACH 10PPM DEVIATION FROM THE MAX ALLOWED. COLOR LOVIBOND (RED AND YELLOW): FOR RED COLOR DISCOUNT OF USD 3/MT FOR VARIATION FROM 7.01 UNTIL 7.50 LOVIBOND AND USD 6/MT FOR VARIATION FROM 7.51 UNTIL 8.00 LOVIBOND. FOR YELLOW COLOR DISCOUNT OF USD 3/MT FOR VARIATION FROM 70.01 UNTIL 75.00 LOVIBOND AND USD 6/MT FOR VARIATION FROM 75.10 UNTIL 80.00 LOVIBOND.

**QUANTITY:** 405 MT (5% MORE OR LESS AT SELLER'S OPTION)

**PRICE:** USD\$ 1.455,00/MT

**PAYMENT:** 100% CASH AGAINST DOCUMENTS AT SIGHT PRESENTED THROUGH THE BANK (CAD) - DOCUMENTARY



COLLECTION LETTER.

SHIPMENT: APRIL 23

SHIPMENT FROM APRIL 1ST TO APRIL 30TH 2023. PARTIAL SHIPMENT ALLOWED. TRANSSHIPMENT ALLOWED. USA ORIGIN.

INCOTERM: CIF HAMAD PORT - QATAR

PACKAGING: FLEXITANK

**WEIGHT AND QUALITY:** WEIGHT AND QUALITY CERTIFIED AT PORT OF ORIGIN AND CONTROLLED BY A THIRD PART TERMINAL/LABORATORY. IF ANY DISCREPANCY IDENTIFIED AT PORT OF DISCHARGE, BUYER MUST PROVIDE THE NEEDED CERTIFICATES FROM A THIRD PART TERMINAL/LABORATORY.

**DEMURRAGE:** FREE DAYS OF DEMURRAGE AND/OR DETENTION AT PORT OF DISCHARGE TO BE CONSIDERED AS PER CARRIER'S AVAILABILITY.

**DOCUMENTS:**

SELLERS SHALL BE LIABLE FOR PROVIDING BUYER WITH DOCUMENTATION IDENTIFYING EACH LOAD. SELLERS SHALL DELIVER THE FOLLOWING ORIGINAL DOCUMENTS THROUGHOUT THE BUYER'S BANK:

1. SIGNED COMMERCIAL INVOICE(S) IN ONE ORIGINAL CHAMBER CERTIFIED AND TO BE LEGALIZED BY QATAR EMBASSY + THREE COPIES;
2. FULL SET 3/3 ORIGINAL BILLS OF LADING (MASTER BL);
3. PACKING LIST - ONE ORIGINAL AND TWO COPIES;
4. CERTIFICATE OF ORIGIN IN ONE ORIGINAL CHAMBER CERTIFIED AND TO BE LEGALIZED BY QATAR EMBASSY + THREE COPIES;
5. INSURANCE CERTIFICATE IN ONE ORIGINAL COPY;
6. CERTIFICATES OF WEIGHT ISSUED BY A THIRD PART INDEPENDENT SURVEYOR IN ONE ORIGINAL COPY;
7. ANALYSIS CERTIFICATE ISSUED BY A THIRD PART INDEPENDENT SURVEYOR IN ONE ORIGINAL COPY;
8. HEALTH CERTIFICATE ISSUED BY A COMPETENT GOVERNMENTAL AUTHORITY IN ONE ORIGINAL CHAMBER CERTIFIED AND TO BE LEGALIZED BY QATAR EMBASSY + THREE COPIES.

**FORCE MAJEURE:**

A) NEITHER PARTY SHALL BE LIABLE FOR ANY NON-PERFORMANCE OR DELAY IN PERFORMANCE CAUSED BY ACTS OF GOD, INDUSTRIAL DISTURBANCE, WAR (DECLARED OR UNDECLARED), CIVIL COMMOTION, PERILS OF THE SEA, MANDATORY OR VOLUNTARY REGULATIONS ISSUED OR REQUESTED BY ANY GOVERNMENTAL AUTHORITY, BREAKDOWN OF MACHINERY, EQUIPMENT OR TERMINAL FACILITIES, INTERRUPTION OF TRANSPORTATION OR DISTRIBUTION FACILITIES OR ANY OTHER CAUSE WHATSOEVER (WHETHER OR NOT OF THE SAME CLASS OR KIND AS THOSE SET FORTH ABOVE) BEYOND ITS REASONABLE CONTROL (HEREIN CALLED 'FORCE MAJEURE').

B) THE PARTY CLAIMING FORCE MAJEURE SHALL NOTIFY THE OTHER PARTY WITHIN 15 DAYS AFTER THE PARTY HAS NOTICE THEREOF.

C) IF FORCE MAJEURE AFFECTS SELLER, THE SELLER MAY AT ITS OPTION, EXERCISED BY NOTICE TO THE BUYER GIVEN WITHIN REASONABLE TIME EITHER: CANCEL FROM THIS CONTRACT THE QUANTITIES WHICH HAVE NOT BEEN SHIPPED DUE TO FORCE MAJEURE, WITHOUT AFFECTING THE BALANCE OF THIS CONTRACT, OR SHIP SUCH QUANTITIES IN ONE OR MORE LOTS, AFTER SELLER DEEMS THE EFFECT OF FORCE MAJEURE TO HAVE ENDED, ON THE SAME TERMS AS SET FORTH IN THIS CONTRACT.

**NON-FULFILLMENT OR DELAY IN FULFILLMENT OF AGREED SHIPPING PERIOD DUE TO COVID19 OR ANY OTHER PANDEMIC, WILL BE CONSIDERED FORCE MAJEURE.**

**NOTE:**

ALL OTHER TERMS AND CONDITIONS AS PER FOSFA 33. IF ANY CONFLICT WITH THE TERMS OF THIS CONTRACT, THIS CONTRACT SHALL GOVERN. FAILURE BY THE SELLER OR THE BUYER TO RETURN A SIGNED COPY OF THIS CONTRACT WILL NOT ALTER OR AFFECT ITS VALIDITY AND THE TERMS AND CONDITIONS PROVIDED FOR THEREIN, SHALL BE CONSIDERED FINAL AND BINDING BETWEEN THE PARTIES.

**ARBITRATION:**

FOR ANY DISPUTE ARISING OUT OF THIS AGREEMENT, THE SELLER AND BUYER SHALL TRY TO AMICABLY SETTLE BY

ABOISSA COMMODITY BROKERS

Largo do Arouche, 396 - Santa Cecília | CEP: 01219-010 | São Paulo - SP | Tel. +55 11 3353-3000 | aboissa@aboissa.com.br | www.aboissa.com.br



MUTUAL DISCUSSIONS. IF THE SELLER AND THE SELLER FAIL TO SETTLE AMICABLY, THE MATTER WILL BE REFERRED TO ARBITRATION. THE VENUE OF ARBITRATION SHALL BE LONDON IN ACCORDANCE WITH THE RULES OF ARBITRATION OF THE LONDON COURT OF INTERNATIONAL ARBITRATION (LCIA). THE CONSTRUCTION, VALIDITY AND PERFORMANCE OF THE AGREEMENT SHALL BE GOVERNED AND INTERPRETED BY ENGLISH LAW. THE DECISION OF THE ARBITRATOR(S) SHALL BE FINAL AND BINDING ON THE PARTIES AND NOT SUBJECT TO APPEAL.

CONFIDENTIALITY CLAUSE:

FOR THE PURPOSE OF SECURING THE INTERESTS OF ALL PARTIES UNDER THIS CONTRACT, IT IS HEREBY UNDERSTOOD AND AGREED THAT ALL OF THEM SHALL TREAT, AND ASK THEIR OFFICERS AND PERSONNEL TO TREAT, THE ARTICLES AND PROVISIONS OF THIS CONTRACT AS CONFIDENTIAL INFORMATION AND SHALL NOT DECLARE OR CAUSE TO DECLARE ANY OR ALL OF IT TO ANY THIRD PARTY.

ANY DISCREPANCY PLEASE ADVISE IMMEDIATELY IN 24 HOURS.  
THE BUYER AND SELLER ARE RESPONSIBLE FOR THE BUSINESS.

THANK YOU VERY MUCH FOR THE BUSINESS.

SELLER

BROKER

BUYER

GRAIN PROCESSING CORPORATION

ABOISSA COMMODITY BROKERS

QATAR FOODS INDUSTRIES



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