

# SONA OILS PTE LTD

28 BIOPOLIS ROAD,  
WILMAR INTERNATIONAL,  
SINGAPORE (138568)

FULL AND COMPLETE DOCUMENTARY INSTRUCTIONS WILL BE SENT LATEST TWO DAYS BEFORE LOADING OF CARGO  
AT PLANT, UPON SELLER'S REQUEST, BY BUYER TO SELLER IN WRITING

ORIGINAL DOCUMENTS EXCEPT BL TO BE SENT TO BUYER'S ADDRESS UPON ISSUING  
TELEX RELEASE OR SWB TO BE ISSUED UPON RECEIPT OF PAYMENT FOR THE GOODS

INSPECTION : SURVEY TO BE CONDUCTED DURING THE LOADING OF CONTAINERS BY  
INTERNATIONALLY RECOGNIZED FOSFA APPROVED SURVEYOR.

SPECIAL CONDITIONS : TRANSSHIPMENT ALLOWED, PART SHIPMENT ALLOWED.  
TERMINAL HANDLING CHARGES, DESTUFFING CHARGES, CONGESTION OR BUNKER  
SURCHARGE AND/OR WHATSOEVER AT THE PORT OF DISCHARGE ARE AT BUYER'S  
ACCOUNT AND RISK.  
BUYERS GUARANTEE TO HAVE ALL REQUIRED IMPORT LICENCES, IMPORT PERMITS  
OR ANY OTHER DOCUMENTS RELATED. HOWEVER, FAILURE OF WHICH CANNOT  
CONSTITUTE CANCELLATION OR ALTERATION OF ANY TERMS OF THIS CONTRACT.  
SELLERS CANNOT BE HELD LIABLE FOR ANY VESSEL /CONTAINER SHUT OUT,  
CONGESTION, DELAY AND OR CHANGE IN SCHEDULES AND VOYAGE ROUTES OF  
VESSELS CALLING LOAD PORT, TRANSSHIPMENT PORT(S) AND PORT OF DISCHARGE,  
AND SELLERS' DELIVERY OBLIGATIONS ENDS WHEN GOODS ARE HANDED OVER TO  
THE CONTAINER LOADED ON THE VESSEL  
IN THE EVENT OF MORE THAN ONE SHIPMENT BEING MADE UNDER THIS CONTRACT,  
EACH SHIPMENT SHALL BE CONSIDERED A SEPARATE CONTRACT. ANY CLAIM OR  
DISPUTE UNDER THE PARTIAL SHIPMENTS OF THE SAME CONTRACT CANNOT BE  
LINKED TO EACH OTHER AND CANNOT BE ACCEPTED OR CLAIMED AS AN EXCUSE TO  
DELAY OR DEFAULT OF THE PAYMENT TERMS OF OTHER SHIPMENTS.

FORCE MAJEURE:  
SHOULD LOADING OR SHIPMENT OF THE GOODS OR ANY PART THEREOF BE DELAYED  
OR PREVENTED BY REASON OF WAR, FLOOD, FIRE, STORM, HEAVY SNOW, HEAVY  
SWELL, STRIKES, LOCKOUTS, RIOTS, ACTS OF GOVERNMENT OR ANY OTHER CAUSE  
BEYOND SELLER'S CONTROL AND/OR COMPREHENDED BY THE TERMS "FORCE  
MAJEURE" AT THE PORT OF LOADING OR ELSEWHERE PREVENTING THE TRANSPORT  
OF GOODS TO SUCH PORT, SELLER SHALL HAVE THE OPTION OF EITHER EXTENDING  
THE SHIPMENT PERIOD BY AS MANY DAYS AS SHIPMENT OR LOADING IS DELAYED  
BY SUCH EVENT (WITHOUT PAYING ANY LATE SHIPMENT PENALTY), AND/OR  
CANCELING A PART OF THE WHOLE CONTRACT, WITHOUT ANY LIABILITY ATTACHED  
TO THE SELLER. THE SELLER MUST PROMPTLY NOTIFY THE BUYER OF THE FORCE  
MAJEURE EVENT AND FURNISH THE BUYER WITH A STATEMENT ATTESTING TO SUCH  
EVENTS. SELLER SHALL BE ENTITLED TO INVOKE THIS PROVISION WITH RESPECT TO  
A SPECIFIC PORT, EVEN THOUGH SELLER HAS SOLD BASIS OPTIONAL ORIGINS/PORTS  
OR DEMONSTRATE THAT COMMITMENT(S) WAS (WERE) MADE TO SHIP FROM  
SUCH PORT(S). EXTENSION OF THE SHIPMENT PERIOD UNDER THIS SECTION SHALL  
NOT AFFECT SELLER'S ABILITY TO ALSO INVOKE THE EXTENTION OF SHIPMENT  
CLAUSE OF FOSFA 33.

DUTIES, TAXES, LEVIES:  
ALL EXPORT DUTIES, LEVIES, TAXES, ETC. PRESENT OR FUTURE, IN COUNTRY  
OF ORIGIN, SHALL BE FOR SELLERS ACCOUNT.  
ALL IMPORT DUTIES, LEVIES, TAXES, ETC. PRESENT OR FUTURE, IN COUNTRY  
OF DESTINATION, SHALL BE FOR BUYERS ACCOUNT. FAILURE TO OBTAIN  
SUCH IMPORT PERMIT AND/OR LICENCE, DOES NOT CONSTITUTE FORCE  
MAJEURE CONDITION.

