

CONTRACT NUMBER:38419

DATE: 30 APRIL 2023

THE FOLLOWING CONTRACTS WERE DRAWN BETWEEN:

SELLER:LECUREUR S.A.S.
27, RUE JEAN JACQUES ROUSSEAU
75001, PARIS, FRANCE**BUYER:**QATAR FLOUR MILLS CO.
P.O. BOX 1444, DOHA, QATAR

WHEREAS BUYER AND SELLER HAVE AGREED INTO AN AGREEMENT FOR THE SUPPLY OF **105,000.00 METRIC TONS** 20% MORE OR LESS AT BUYER'S OPTION AND AT CONTRACT PRICE (TOLERANCE TO BE EXECUTED IN PARTS OR IN WHOLE AT ANY POINT OF TIME DURING THE CONTRACT) OF FEED BARLEY TO MINISTRY OF COMMERCE AND INDUSTRY (MOCI), DOHA, QATAR, PURSUANT TO ALL TERMS AND CONDITIONS OF **TENDER NO.03/2023** AND AS FOLLOW:

COMMODITY:

FEED BARLEY

QUANTITY:**105,000.00 METRIC TONS** , 20% MORE OR LESS AT BUYER'S OPTION AND AT CONTRACT PRICE**ORIGIN:**

UKRAINE / GERMANY / LATVIA / LITHUANIA / FRANCE / RUSSIA / ROMANIA / BULGARIA / AUSTRALIA AT SELLER'S OPTION

GUARANTEED SPECIFICATIONS:

TEST WEIGHT	65 KG/HL MIN
MOISTURE	12.00% MAX
FOREIGN MATERIALS	2.0% MAX
OTHER SEEDS/GRAINS	1.0% MAX
PROTEIN CONTENT	10.00% MIN BASIS NITROGEN CONTENTS 6.25% ON DRY WEIGHT
CROP	NEW CROP 2023
PURITY	97% MIN

FREE FROM RADIATION, INSECTS, TRACES OF INSECTICIDES, FUNGUS, POISONOUS SEEDS HARMFUL TO ANIMAL HEALTH, SAFE FROM ANIMAL ILLNESS. SPAY PARATICIDE MUST BE WITHIN THE ACCEPTABLE CODEX INTERNATIONAL LIMITS.

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SAS au capital de 13.200 000 € - N° SIRET 775 656 143 00010 - RCS PARIS - APE 4621 Z - N° TVA INTRACOM FR36 775 656 143



Handwritten signatures and initials.

SHIPMENT AND ARRIVAL PERIODS:

1. THE SHIPMENT TOLERANCE QUANTITY 5 % MORE OR LESS ACCEPTABLE AT SELLER/VESSEL OPTION SUBJECT TO DOHA PORT PRIOR APPROVAL.
2. SHIPMENT ARRIVAL TO BE 15 DAYS BEFORE START MOCI DELIVERY DATE OF EACH LOT. ALONG WITH AGREED SHIPMENT SCHEDULE HEREIN. BUYER WILL PROVIDE EXACT DELIVERY PERIOD IN ANNEX "A" UPON RECEIPT FROM MOCI VIA THEIR BUYERS.
3. IF SELLER DELAYED IN SHIPMENT WHICH CONSEQUENTLY AFFECT MOCI DELIVERY SCHEDULE AS STATED IN ANNEX "A", THE BUYER HAS THE OPTION TO EXTEND DELIVERY SCHEDULE AND DELAY PENALTY SHALL BE APPLICABLE AT THE RATE OF (0.5%) PER DAY FOR THE BALANCE DELAYED QUANTITIES WITH MAXIMUM OF (10%) FOR SELLER'S ACCOUNT AND TO BE SETTLED WITHIN 10 DAYS AGAINST PRESENTATION OF BUYER'S DEBIT NOTE.
4. BUYER HAS THE OPTION TO RESCHEDULE THE ARRIVAL PERIOD OF ONE OR MORE LOT OR A PART OF LOT WITH NOTICE TO SELLER.
5. PART CARGO / PART SHIPMENT ACCEPTABLE.
6. SELLER TO SUPPLY THE CONTRACTED GOODS TO BUYER 15 DAYS PRIOR MOCI'S SCHEDULED DELIVERY FOR EACH LOT ALLOWING BUYER SUFFICIENT TIME FOR BAGGING AND DELIVERY AT FINAL DESTINATION (MOCI'S WAREHOUSE).
7. VESSEL MUST BE EQUIPPED WITH HER OWN GRABS AND EVERY HATCH MUST HAVE A MINIMUM OF ONE DERRICK CRANE, ELECTRICALLY OPERATED WITH A 120 DEGREE TURNING CIRCLE AND WHICH SHOULD HAVE A MINIMUM CAPACITY OF 15 TONS TOGETHER WITH CORRESPONDING RUNNING GEAR AND WITH THE NECESSARY MOTIVE POWER TO WORK ALL GEAR SIMULTANEOUSLY. ANY LOSSES AS A RESULT OF VESSEL'S POWER FAILURE, BREAKDOWN OF VESSEL'S CRANES AND/OR GEAR TO BE FOR SELLER'S ACCOUNT.
8. VESSEL MAX LOA MAX: 176 M, ARRIVAL DRAFT MAX : 8.20 M, MAX BEAM : 28.50 M.

PRICE:

USD 317.00 PER METRIC TON CIF FO QFM BERTH, DOHA, QATAR IN BULK VESSEL QUANTITY PER LOT 21,000 MT (5% MOL ACCEPTABLE AT SELLER/VESSEL OPTION)

WEIGHING & QUALITY:

1. QUALITY TO BE FINAL AS PER MOCI ACCEPTANCE, FINAL RESULTS ARE AS PER QATARI CENTRAL LABORATORIES.
2. WEIGHT TO BE FINAL AS PER DRAFT SURVEY CIF QFM BERTH, DOHA, QATAR.
3. SELLER HAS THE RIGHT TO APPOINT HIS OWN SURVEYOR AND WEIGHT TO BE FINAL AS PER JOINT DRAFT SURVEY.

DISCHARGE RATE:

TERMS ARE CQD BASIS (CUSTOMARY QUICK DISCHARGE), AND THERE WILL BE NO DEMMURAGE OR DESPATCH.
THE VESSEL MUST BE A SINGLE DECKER GEARED BULK VESSEL. THE INSIDE OF THE DECKS MUST BE FREE FROM BEAMS OR ANY OTHER STEEL STRUCTURE AND NO CARGO IS TO BE STOWED IN DEEP TANK, IN BRIDGE, SPACES OR IN TWINE-DECKS OR IN A HOLD WITH UNCOVERED TUNNEL OR IN ANY OTHER SPACE NOT ACCESSIBLE TO GRABS OR WHICH CANNOT BE CLEANED BY MEANS OF MECHANICAL EQUIPMENT.

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PAYMENT:

100% INVOICE VALUE TO BE PAID AT SIGHT BY CONFIRMED LETTER OF CREDIT AGAINST THE FOLLOWING DOCUMENTS:

1. COMMERCIAL INVOICE ISSUED IN THE COUNTRY OF ORIGIN, ATTESTED BY CHAMBER OF COMMERCE AND MUST BE LEGALIZED BY QATARI EMBASSY OR CONSULATE IN THE COUNTRY OF ORIGIN /LOAD PORT
2. CERTIFICATE OF ORIGIN (ISSUED BY THE CHAMBER OF COMMERCE) AND LEGALIZED BY QATARI EMBASSY/ CONSULATE IN THE COUNTRY OF ORIGIN/LOAD PORT
3. PHYTOSANITARY CERTIFICATE (ISSUED BY A COMPETENT GOVERNMENT AUTHORITY IN COUNTRY OF ORIGIN AND LEGALIZED BY QATARI EMBASSY/ CONSULATE IN THE COUNTRY OF ORIGIN/LOAD PORT
4. PRE-LOAD SHIP HOLDS AND HATCHES INSPECTION CERTIFICATE.
5. FULL SET OF "CLEAN ON BOARD" BILLS OF LADING MARKED "FREIGHT PREPAID"
6. WEIGHT, QUALITY AND CONDITION CERTIFICATE ISSUED BY AN INDEPENDENT INSPECTION COMPANY GAFTA APPROVED AS NOMINATED BY BUYERS AT SELLER'S COST IN THE COUNTRY OF LOADPORT (COTECNA, CONTROL UNION, CIS)
7. HEALTH CERTIFICATE ISSUED BY AN INDEPENDENT INSPECTION COMPANY AS NOMINATED BY BUYERS AT SELLER'S COST IN THE COUNTRY OF LOADPORT, STATED THAT "GOODS ARE FREE FROM RADIATION, INSECTS, FUNGUS, AND TRACES OF INSECTICIDES, MOULD & TOXINS & FIT FOR ANIMAL USE",
8. FUMIGATION CERTIFICATE ISSUED BY AN INDEPENDENT INSPECTION COMPANY AS NOMINATED BY BUYERS AT SELLER'S COST IN THE COUNTRY OF LOADPORT, EVIDENCING THE FUMIGATION AS PER THE REQUIREMENTS OF THE IMPORTING COUNTRY AFTER THE CARGO WAS LOADED IN THE VESSEL.
9. INSURANCE CERTIFICATE COVERING VALUE OF GOODS AND ALL RISK UNDER ICC "A" COVER.
10. LABORATORY CERTIFICATE ISSUED BY AN INDEPENDENT INSPECTION COMPANY (GAFTA APPROVED) IN THE COUNTRY OF ORIGIN, SHOWING CARGO ANALYSIS REPORT COMPARING WITH CONTRACTUAL SPECIFICATIONS. BUYERS CAN PUT PROTECTIVE SURVEYORS AT LOADING PORT AT THEIR COST, HOWEVER NOT TO HINDER IN THE LOADING AND SELLERS SURVEYORS RESULTS ARE FINAL.

- COMMERCIAL INVOICE, CERTIFICATE OF ORIGIN AND PHYTOSANITARY CERTIFICATE TO BE LEGALIZED BY QATARI EMBASSY OR CONSULATE

IRREVOCABLE/CONFIRMED L/C TO BE ESTABLISHED IN FAVOUR OF LECUREUR SAS 27 RUE JEAN JACQUES ROUSSEAU 75001 PARIS FRANCE

L/C TO BE AVAILABLE FOR NEGOTIATION WITH UBAF FRANCE (SWIFT UBAFFRPP) OR CREDIT AGRICOLE FRANCE (AGRIFRPP844) AT SELLERS CHOICE.

BUYERS TO CONTACT SELLERS BEFORE LETTER OF CREDIT ISSUANCE.

L/C WILL BE ISSUED BY ONE OF THE FOLLOWING BANKS AT BUYER'S OPTION ☐ MASHREQ AL ISLAMI, DUBAI UAE.

DUKHAN BANK, DOHA-QATAR.

MASRAF AL RAYAN, DOHA-QATAR.

QATAR ISLAMIC BANK, DOHA-QATAR.

L/C CONFIRMATION FEES ON LECUREUR'S ACCOUNT.

LETTER OF CREDIT TO BE AVAILABLE ONLY WITH CONFIRMING BANK. LETTER OF CREDIT ISSUED

WITH FIELD 41A/AVAILABLE WITH "ANY BANK" IS NOT ACCEPTABLE

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ANY DEDUCTIONS TO BE SETTLED VIA SEPARATE DEBIT NOTE.

IN CASE DOCUMENTS PROVIDED ARE NOT LEGALIZED AS ABOVE REQUIRED, THEN REQUIRED LEGALIZATION TO BE ARRANGED BY BUYERS, BUT FOR SELLER'S ACCOUNT UPTO 0.60% OF INVOICE VALUE (AS PER QATARI CUSTOM TARIFF) AND TO BE SETTLED WITHIN 30 DAYS AGAINST PRESENTATION OF BUYER'S DEBIT NOTE. REINSTATE AS ABOVE.

IN CASE COMMERCIAL INVOICE AND CERTIFICATE OF ORIGIN ARE NOT PROVIDED AS PER CONTRACT, THEN REQUIRED LEGALISATIONS AND PENALTIES TO BE ARRANGED BY BUYERS BUT FOR SELLER'S ACCOUNT AS PER BELOW QATARI CUSTOM TARIFF AND TO BE SETTLED WITHIN 30 DAYS AGAINST PRESENTATION OF BUYER'S DEBIT NOTE:

COMMERCIAL INVOICE:

1. IT MUST BE ISSUED FROM COUNTRY OF LOAD PORT ELSE 1% PENALTY APPLICABLE ON TOTAL INVOICE VALUE.
2. IT MUST BE ATTESTED BY CHAMBER OF COMMERCE FROM COUNTRY OF LOAD PORT ELSE 1% PENALTY APPLICABLE ON TOTAL INVOICE VALUE.
3. IT MUST BE LEGALIZED FROM QATARI EMBASSY FROM COUNTRY OF LOAD PORT ELSE 0.6% LEGALIZATION CHARGES APPLICABLE ON TOTAL INVOICE VALUE.

CERTIFICATE OF ORIGIN:

1. IT MUST BE ISSUED FROM CHAMBER OF COMMERCE FROM COUNTRY OF LOAD PORT ELSE 1% PENALTY APPLICABLE ON TOTAL INVOICE VALUE.
2. IT MUST BE LEGALIZED FROM QATARI EMBASSY FROM COUNTRY OF LOAD PORT ELSE PENALTY OF QR. 150/- APPLICABLE PER BILL OF LADING.

SELLERS WILL SEND BY EXPRESS COURIER THE ORIGINALS OF COMMERCIAL INVOICE, CERTIFICATE OF ORIGIN AND PHYTOSANITARY CERTIFICATE DULY LEGALIZED AS SPECIFIED ABOVE HAVE BEEN SENT TO APPLICANT DIRECTLY BY COURIER BEFORE VESSEL ARRIVAL AT DISCHARGE PORT FOR CARGO CLEARANCE PURPOSE. PRESENTATION OF PHOTOCOPY OF ORIGINALS UNDER THE LETTER OF CREDIT WILL BE ACCEPTABLE ALONG WITH COPY OF AIRWAY BILL AS A PROOF OF DELIVERY CONFIRMING THAT ORIGINALS COURIERED DIRECTLY TO APPLICANT. AND NON LEGALISED DOCUMENTS PRESENTED TO BANK FOR PAYMENT.

SELLER TO ALLOW CARGO DISCHARGE AGAINST A STANDARD LOI SIGNED BY THE RECEIVERS IN CASE BILL OF LADINGS ARE NOT AVAILABLE.

SELLER WILL PROVIDE THE MARINE INSURANCE POLICY COVERING THE GOODS ON CIF QFM BERTH-DOHA PORT QATAR BASIS. ALL MARINE CARGO INSURANCE (ALL RISK COVERED), VESSEL OVERAGE INSURANCE PREMIUM AND ANY WAR RISK/ADDITIONAL WAR RISK PREMIUM WILL BE FOR SELLERS ACCOUNT.

=SELLERS TO PROVIDE NECESSARY INSURANCE CERTIFICATES ALONG WITH THE DETAILS OF THE INSURANCE COMPANY'S LOCAL REPRESENTATIVE BEFORE VESSEL ARRIVAL QFM BERTH DOHA, QATAR. IT WILL BE BUYER'S RESPONSIBILITY TO ARRANGE AND FOLLOW UP WITH THE INSURANCE SURVEYOR AND LOCAL INSURANCE REPRESENTATIVE AS PER THE POLICY CONDITIONS IN THE EVENT OF ANY DAMAGED CARGO OR SHORT LANDING WITNESSED AT THE TIME OF DISCHARGE IN DOHA PORT QATAR.

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ADDITIONAL CONDITIONS:

SELLER TO SUBMIT PERFORMANCE UNCONDITIONAL BANK GUARANTEE OF 10% OF THE TOTAL CONTRACT SUM WHICH SHALL BE VALID AND COVERING THE PERIOD UP TO **15TH AUGUST 2024** THE BANK GUARANTEE SHALL BE INITIALLY ISSUED BY THE SELLER FOR A PERIOD OF ONE YEAR UPON SIGNING OF THE CONTRACT WITHIN 7 WORKING DAYS AS PER SPECIMEN PROVIDED BY BUYER. LATER ON THE SELLER SHOULD EXTEND THE SAID BANK GUARANTEE **4 MONTHS** PRIOR TO THE EXPIRY OF VALIDITY FOR A PERIOD UP TO **15TH AUGUST 2024**

DISPUTES:

- A. ANY DISPUTE ARISING OUT OF OR IN CONNECTIONS WITH THIS CONTRACT INCLUDING ANY QUESTION REGARDING ITS EXISTENCE, VALIDITY, FORCE MAJEURE OR TERMINATION SHALL BE REFERRED TO AND FINALLY RESOLVED BY ARBITRATION RULES OF STATE OF QATAR.
- B. THE GOVERNING LAWS OF THIS CONTRACT SHALL BE THE QATARI LAW AND THE COURT OF JURISDICTION SHALL BE DOHA, STATE OF QATAR.

ALL OTHER TERMS AND CONDITIONS AS PER QFM'S AND MOCI TENDER 03/2023.


FOR AND ON BEHALF OF
QATAR FLOUR MILLS COMPANY –
DOHA QATAR
(BUYER)

FOR AND ON BEHALF OF
LECUREUR SAS – PARIS FRANCE
(SELLER)



 Authorised Signatory





 Authorised Signatory

Stamp

PLEASE RETURN BY MAIL, SCANNED COPY OF THIS CONTRACT DULY SIGNED AND STAMPED

