

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 HOLD 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 CANDEMONSTRATE 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.

