

## SALES CONTRACT

This Sales Contract ("Contract") is made and entered into on December 20th, 2024 by and between:

- Seller:** ABC Trading Co., a company registered under the laws of the United States, with its principal office at 1234 Market Street, Suite 500, New York, NY 10001, USA.
- Buyer:** XYZ Imports Ltd., a company registered under the laws of Japan, with its principal office at 5678 Shibuya Street, Tokyo 150-0002, Japan.

The Seller and Buyer are collectively referred to as the "Parties" and individually as a "Party."

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### 1. Commodity

The Seller agrees to sell and the Buyer agrees to purchase **Soybeans (Glycine max)** of the following specifications:

- Quantity:** 2,000 Metric Tons (MT) with more or less 10%
  - Quality:** USDA No.1 Standard
  - GMO Status:** Non-GMO
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### 2. Price and Payment Terms

- Price:** USD 800 per Metric Ton (MT), **Total Contract Value:** USD 1,600,000.
  - Price Basis:** CIF (Cost, Insurance, and Freight) Tokyo as per GAFTA Contract No. 1 Terms
  - Currency:** United States Dollar (USD)
  - Payment Terms:** 100% via Letter of Credit (L/C) at sight
  - Bank Details:** Payments shall be made to the Seller's designated bank account:
    - Bank Name: BANK OF AMERICA
    - Bank Address: 150 Broadway New York, NY 10038
    - Account Name: ABC TRADING CO.
    - Account Number: 123456789
    - SWIFT Code: BOFAUS3N
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### 3. Shipment and Delivery

- Shipping Port (Origin):** Any ports in the US
- Discharge Port (Destination):** Tokyo, Japan
- Shipment Period:** As per bill(s) of lading dated or to be dated within January 1st 2025 to February 28th 2025, partial shipment allowed
- Shipping Method:** Bulk vessel as per GAFTA standard terms

- **Delivery Terms:** CIF Tokyo as per GAFTA Contract No. 1
  - **Insurance:** Covered by Seller as per CIF terms
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#### **4. Documentation**

The Seller shall provide the Buyer with the following documents:

- Commercial Invoice (3 originals, 3 copies) indicating LC Number
  - Insurance Policy with full Invoice Value + 10%, covering Institute Cargo Clauses (A), War Clauses, and SRCC Clauses (1 originals, 2 copies)
  - Packing List (3 originals, 3 copies)
  - Bill of Lading (3 originals, 3 copies) marked as "Freight Prepaid"
  - Certificate of Origin (3 originals, 3 copies) issued by the Chamber of Commerce in the USA
  - Phytosanitary Certificate by USDA (1 originals, 2 copies)
  - GAFTA-approved Quality and Weight Certificate at Port of Loading (1 original, 2 copies)
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#### **5. Inspection and Quality Control**

- The Buyer or their appointed GAFTA-certified inspection agency has the right to inspect the goods at the loading port.
  - Any discrepancies in quality or quantity shall be mutually resolved through negotiation.
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#### **6. Force Majeure**

Neither Party shall be liable for failure or delay in performing its obligations due to force majeure events as defined under GAFTA terms.

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#### **7. Dispute Resolution**

- Any disputes arising from this Contract shall be settled through mutual negotiation.
  - If unresolved, disputes shall be settled through arbitration in London under the GAFTA Arbitration Rules.
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#### **8. Governing Law**

This Contract shall be governed by and interpreted in accordance with the laws of England and subject to GAFTA Contract No. 1 terms.

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## 9. Miscellaneous

- This Contract represents the entire agreement between the Parties and supersedes all prior discussions or agreements.
  - Any amendments to this Contract must be made in writing and signed by both Parties.
  - This Contract may be executed in counterparts and signed electronically.
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IN WITNESS WHEREOF, the Parties have executed this Sales Contract as of the date first written above.

**For Seller:**

John A. Smith  
Director of International Trade  
ABC Trading Co.

**For Buyer:**

Taro Iwashi  
Manager of Food Department  
XYZ Imports Ltd.