



POPCORN INDUSTRIA E COMERCIO DE CEREAIS LTDA  
RECIFE, 300N  
BAIRRO: DISTRITO INDUSTRIAL  
LUCAS DO RIO VERDE - MT 78455000 - BRAZIL  
CNPJ: 09404937000105  
I.E.: 133522717

**CONTRACT No.**

**36P-2019**

DATE: 04-09-2019

**SELLER:**

POPCORN INDUSTRIA E COMERCIO DE CEREAIS LTDA  
RECIFE, 300N  
BAIRRO: DISTRITO INDUSTRIAL  
LUCAS DO RIO VERDE - MT 78455000 - BRAZIL

**BUYER:**

SHRI BALAJI TRADING CO  
NO 62 THATHA MUTHIAPPAN STREET .  
CHENNAI

**-INDIA**

IEC:

**CONSIGNEE / NOTIFY:**

SHRI BALAJI TRADING CO  
NO 62 THATHA MUTHIAPPAN STREET .  
CHENNAI

**-INDIA**

IEC:

**COMMODITY:** COWPEA BEANS  
**QUANTITY:** 48 /MT  
**PACKING:** 30 KG PP  
**PRICE PER MT:** \$ 630,00  
**INCOTERM:** DAT  
**PORT OF DISCHARGE:** CHENNAI- INDIA  
**SHIPMENT:** SEPTEMBER/2019  
**PAYMENT CONDITIONS:** 10% ADV AND 90% CAD  
**QUALITY:** MOISTURE: MAX 14.00%  
FREE FROM WEEVILS  
BROKEN / SPLIT: MAX 0.90%  
ADMIXTURE: MAX 0.80%  
NON-GMO

**DOCUMENTS:**

Commercial Invoice  
Packing List  
Certificate of Origin  
Phytosanitary Certificate  
Fumigation Certificate  
Bill of Lading  
Certificate of Weight & Quality issued by the exporter classifier

**BANK:**

Branch Code:  
Account Title: SHRI BALAJI TRADING CO  
Swift Code:

**OTHER CONDITIONS:**

**SINGLE CLAUSE:**

The buyer agrees that the shipments have been shipped in good condition at the port of origin and that any damage or loss was caused during the transportation by the carrier, which the buyer exempts from now and in any event the seller. The buyer should check the quality of the product immediately after the download. If any discrepancy is found, the buyer shall immediately call a classification company to perform an analysis. If it is proven that the product is outside the standards mentioned in this contract, the buyer must communicate the seller immediately so that appropriate action is taken. Contestation of any nature should be performed within 48 hours after the download, in writing, otherwise it will be understood that the cargo was delivered in good condition, and the buyer can not claim any more about it, having in view that the products are perishable. The buyer is aware that two fumigations of phosphine and methyl bromide will be carried out, which is why the buyer can not refuse to receive the cargo, much less fail to pay under the allegation of presence of pests or insects. Non-payment before the ship arrives, when the documents are in the bank in the maximum 5 days, gives the seller the right to change the consignee, and to maintain the next shipment to pay expenses of removal, or return the product to Brazil. The parties undertake to submit any divergence, conflict or litigation arising from this agreement, including their interpretation or execution, the arbitration to be promoted by the BRAZILIAN CENTER OF MARITIME ARBITRATION - CBAM, in the form of the CBAM Regulation, which is accepted by the parties that declare to know it and agree to the terms thereof.

BUYER  
SHRI BALAJI TRADING CO

