



01/02/2024

CONTRACT Nº

teste

SELLER:
Agriícola LucasADMIN POPCORN
BRAZILBUYER: PT SINAR INTI PANGAN
JL. PANGLIMA SUDIRMAN, 158 - DENANYAR
61253
JOMBANG - JAWA TIMUR - INDONESIA

COMMODITY:

ITEM	HS CODE	QUANTITY	UNIT PRICE
ITEM	123	10 TON	\$ 150,00 / TON

INCOTERM: FCA CONTAINERS TYPE: Dry 20 QUANTITY CONTAINERS: 10

PACKING:

10

PORT OF DISCHARGE:

asd

SHIPMENT:

2024-02

PAYMENT CONDITIONS:

asd

DOCUMENTS:

PACKING LIST; 2 ORIGINAL

SPECIFICATIONS:

MOISTURE: MAX 13,5%
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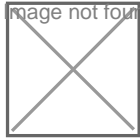
TERMS OF AGREEMENT

PART 1:

- 1. THE HEREBY CONTRACT MUST BE SIGNED, STAMPED AND SENT WITHIN 5 (FIVE) CONSECUTIVE DAYS OF THE BUSINESS CONFIRMATION; 2. ADVANCE PAYMENT MUST BE DONE 10% AFTER THE CORRECT RESULTS OF THE ANALY-SIS AND FAILURE TO SEND SWIFT (MT103 MODEL) WILL RESULT IN CANCELLATION OF THE CONTRACT AND/OR CHANGES IN NE-GOTIATED CONDITIONS (PRICE AND DATE OF SHIPMENT); JUST IF ITS SUITABLE FOR ADVANCED PAYMENTS. 3. ALL COSTS RELATED TO THE PAYMENT REMITTANCE EXPENSES (BANKER'S COMMISSION ABROAD) WILL BE OF THE IMPORTER'S RESPONSIBILITY, AND THE EXPORTER WILL CONSIDER THE NET AMOUNT CREDITED INTO THEIR ACCOUNT.4. SHIPMENT PLANNING WILL ONLY BEGIN ONCE ITEMS 1 AND 2 ABOVE HAVE BEEN CONFIRMED.5. IT IS THE IMPORTER'S RESPONSIBILITY TO SEND THE FOLLOWING ITEMS ALONG WITH THE SIGNED CONTACT AND PROFORMA INVOICE: A. COMPLETE SHIPPING INSTRUCTIONS (FOR COMPLETING DOCUMENTATION, INCLUDING BILL OF LADING AND BANK DETAILS); B. IMPORT
- PERMIT (WHEN PHYTOSANITARY IS REQUIRED); C. COUNTRY'S PHYTOSANITARY AND QUARANTINE LEGISLATION (WHEN PHYTOSANITARY IS REQUIRED); D. LABEL'S LAYOUT (WHEN NECESSARY);6. SHIPPING DATES WILL BE SUBMITTED FOR APPROVAL; SUBJECT TO CHANGE, FOR THE SHIPPING COMPANY'S REQUEST. IF SO, WE WILL NOTIFY THE IMPORTER ABOUT SUCH CHANGES RIGHT AFTER. SHIPPING LINES WILL BE OF THE SHIPPER'S CHOICE, CONSIDERING THE BEST FARES.7. CHANGES IN THE PORT OF DESTINATION (POD), REQUESTED BY THE IMPORTER, AFTER THE START OF THE OPERATIONS, GENERATING EXTRA COSTS, WILL BE THE IMPORTER'S SOLE RESPONSIBILITY, BEING DEDUCTED FROM THE ADVANCE PAYMENT; 8.CANCELLATIONS AFTER THE BEGINNING OF THE CONFIRMED OPERATIONS WILL NOT BE ENTITLED TO REFUND OF THE ADVANCE PAYMENT;9. WHEN THERE ARE CHANGES IN THE LEGISLATION OF THE IMPORTER'S COUNTRY, AND SUCH CHANGES INCUR EXTRA COSTS, THESE WILL BE OF THE IMPORTER'S EXCLUSIVE RESPONSIBILITY. IF THE IMPORTING PROCEDURES CANNOT BE COMPLETED, THE ADVANCE PAYMENT WILL BE LEFT TO THE EXPORTER TO COVER THE COSTS OF RELOCATING THE CARGO; 10. BILL OF LADING (B/L) DRAFT WILL BE SUBMITTED FOR APPROVAL PRIOR TO THE DRAFT DEADLINE AND MUST BE CONFIRMED WITHIN 48 (FORTY-EIGHT) HOURS OF SUBMISSION. ANY AMENDMENT REQUESTS AFTER THE DRAFT DEADLINE WILL BE CHARGED THE CORRECTION FEE. ALL OTHER DOCUMENTS WILL BE BASED ON THE INFORMATION PROVIDED IN THE SHIPPING INSTRUCTIONS;11. AFTER THE ORIGINAL DOCUMENTS ARE ISSUED, THEY WILL FOLLOW THE NEGOTIATED CONDITIONS: A. BALANCE TO BE PAID AS CAD (CASH AGAINST DOCUMENTS): ALL DOCUMENTS WILL BE SENT TO THE IMPORTER'S BANK AND THE PAYMENT SHOULD BE PERFORMED UNTIL THE SHIP'S ARRIVAL AT THE DESTINATION. ; 12. FAILURE TO PAY ON THE DUE DATE SET ON ITEM 10, SHALL ENTITLE THE EXPORTER TO SEND THE CARGO TO A FREE ZONE ON BEHALF OF THE EXPORTER FOR STORAGE. IF THE IMPORTER WISHES TO COMPLETE THE IMPORT PROCEDURES, THE COST OF THIS OPERATION WILL BE ADDED ON IN FORM OF A DEBIT NOTE, FOR LATER RELEASE OF THE CARGO; 13. THE BUYER AGREES THAT THE INSPECTION AND THE QUALITY CERTIFICATE ISSUED BY GAFTA ACCREDITED COMPANY COMETEC.
- 13) IF CARGO PRESENTS ANY DAMAGE OR LOSS, IT HAS BEEN CAUSED DURING THE JOURNEY BY THE SHIPPING COMPANY; THEREFORE, THEIR INSURANCE WILL BE CLAIMED;

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COMÉRCIO DE CEREJAS LTDA
Rua Recife, 300 N
Distrito Industrial- CEP 75 455-000
Lucas do Rio Verde-MT

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BRAZIL

TERMS OF AGREEMENT
PART 2:

- 14. THE GOODS MUST BE REMOVED FROM THE PORT OR TERMINAL WITHIN THE ESTABLISHED HIRED TIME ACKNOWLEDGED IN THE B/L OR/ BY THE SHIPPING COMPANY AT THE POD (PORT OF DISCHARGE), REQUESTING THE POD TO PROVIDE THE WEIGHING TICKETS FOR EACH CONTAINER UNIT, OBSERVING THE NUMBER/SEAL REGISTERED IN THE B/L (IN CASE QUALITY PROBLEMS OCCUR, AS DESCRIBED IN ITEM 16).
- THE RETURN OF THE EMPTY CONTAINERS MUST RESPECT THE DEADLINES. AFTER THE ESTABLISHED FREE TIME, THE DETENTION/ 15. THE EXPORTER'S LIABILITY SHALL BE DEEMED TERMINATED UPON THE BREAKAGE OF THE SHIPPING SEALS AT THE CONTAINERS; 16. IN CASE OF QUALITY, DAMAGES OR MALFUNCTION PROBLEMS OCCURS AS DESCRIBED IN ITEM 13, THE BUYER MUST MANIFEST WITHIN 24 (TWENTY-FOUR) HOURS BEFORE UNLOADING THE CONTAINERS, FOLLOWING THE PROCEDURES BELOW: A. THE BUYER MUST INFORM THE EXPORTER BY FORMAL MEANS; B. IMMEDIATELY HIRE AN INSPECTION COMPANY (CERTIFIED AND WITH INTERNATIONAL CLASSIFICATION STANDARDS FOR THE CURRENT CONTRACT AND FOR THE GOODS IN MATTER) TO PERFORM THE ANALYSIS, FOLLOWING ALL THE PROCEDURES: I. INSPECT AND PHOTOGRAPH ALL SIDES OF THE CONTAINER, CHECKING FOR HOLES AND IF RUBBER PARTS ARE IN GOOD CONDITIONS; II. CHECK IF OTHER SHIPPING SEALS ARE NOT BROKEN, PROVING BY PHOTOS THAT THEY WERE INTACT; III. AFTER VERIFYING ITEMS I AND II, THE CERTIFIER MUST MONITOR THE BREAKAGE OF THE SEALS AND NOTE ANY NONCONFORMITIES SUCH AS WETTING, HOLES, AND DAMAGES; IV. THE COMPLETE UNLOADING MUST BE WITH THE CERTIFIER'S FOLLOW UP, AND THEY MUST SAMPLE 100% OF THE CARGO; V. THE GOODS MUST BE SEGREGATED (VOLUME UNDER NORMAL CONDITIONS AND VOLUME IN PARTIAL AND TOTAL DAMAGE), AND CLASSIFY THE DAMAGE BY OBTAINING EACH PERCENTAGE; 17. FAILURE TO COMPLY WITH THE ITEMS ABOVE WILL CONFIRM THAT THE CARGO HAS BEEN DELIVERED ACCORDING TO THE HIRED CONDITIONS AND THE BUYER MUST NOT MAKE ANY CLAIMS, AS THE PRODUCT IS PERISHABLE; 18. THE PARTIES COMMIT TO SUBMIT ANY DISPUTE OR CONFLICT ARISING OUT OF THIS AGREEMENT, INCLUDING ITS INTERPRETATION OR EXECUTION, TO THE ARBITRATION TO BE PROMOTED BY THE BRAZILIAN MARITIME ARBITRATION CENTER - CBAM, PURSUANT TO THE CBAM REGULATIONS, WHICH IS ACCEPTED BY THE PARTIES WHO CLAIM TO KNOW THEM AND AGREE TO ITS TERMS CONT. 14. DEMURRAGE'S LIABILITY IS OF THE IMPORTER'S SOLE RESPONSIBILITY AND CANNOT AND WILL NOT BE TRANSFERRED TO THE EXPORTER. NOTE THAT THE VGM FOR EACH CONTAINER IS CONSIDERED TO COMPLETE THE TOTAL NETWEIGHT OF THE CONTRACT. A VARIATION OF -2% TO +2% MUST APPLY IN THE TOTAL NETWEIGHT FOR THE PACKING UNIT, HOWEVER THE CONTAINER VGM MUST ACHIEVE 100% OF THE AMOUNT IN CONTRACT;

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