



POPCORN IND. E. COM. DE CEREAIS LTDA
RUA PORTO ALEGRE Nº1043 N
BAIRRO: DISTRITO INDUSTRIAL
LUCAS DO RIO VERDE - MT - BRAZIL
CNPJ.:09.404.937/0001-05
I.E.:13.352.271-7
WWW.AGRICOLALUCAS.COM.BR

CONTRACT Nº 47P-2019A

SELLER:	POPCORN IND. E. COM. DE CEREAIS LTDA RUA PORTO ALEGRE Nº1043 N BAIRRO: DISTRITO INDUSTRIAL LUCAS DO RIO VERDE - MT - BRAZIL	BUYER:	AYBAKLAR TARIM URUNLERI GIDA SANAYI A.S. 168 KARAELEBISTAN MAH. KAHRAMANMARAS BULVARI, KAHRAMANMARAS, ELBISTAN, 46030, ELBISTAN, TURKEY Telephone:
COMMODITY:	POPCORN		
QUANTITY:	510000 TON		
PRICE:	\$ 450,00 TON		
QUANTITY CONTAINERS:	18		
PACKING:	25		
PORT OF DISCHARGE:	Mersin		
SHIPMENT:	NOVEMBER/2020		
PAYMENT CONDITIONS:	10% ADVANCE, 90% CAD		
DOCUMENTS:	PHOSPHINE FUMIGATION CERTIFICATE; 2 ORIGINAL		
SPECIFICATIONS:	DAMAGED MAX 1%		

TERMS OF AGREEMENT
PART 1:

- 1. THE HEREBY CONTRACT MUST BE SIGNED, STAMPED AND SENT WITHIN 2 (TWO) DAYS OF THE BUSINESS CONFIRMATION;
- 2. ADVANCE PAYMENT MUST BE DONE NO LATER THAN 7 (SEVEN) DAYS OF THE SIGNING CONTRACT AND FAILURE TO SEND SWIFT (MT103 MODEL) WILL RESULT IN CANCELLATION OF THE CONTRACT AND/OR CHANGES IN NEGOTIATED CONDITIONS (PRICE AND DATE OF SHIPMENT);
- 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.
- 7. CHANGES IN THE PORT OF DESTINATION (POD) 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 DUE DATE WILL BE SET AT 5 (FIVE) BUSINESS DAYS AFTER DELIVERY OF THE DOCUMENTS TO THE BANK; B. BALANCE TO BE PAID AS TT (TELEGRAPH TRANSFER): ALL DOCUMENTS WILL BE SENT TO THE E-MAIL ADDRESS AND THE DUE DATE WILL BE SET AT 5 (FIVE) BUSINESS DAYS AFTER THE MESSAGE IS SENT; C. CC WILL FOLLOW THE MARKET STANDARDS;
- 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 CARGO HAS BEEN SHIPPED IN GOOD CONDITIONS AT THE POL (PORTO OF LOADING) - AS PER THE BRAZILIAN MINISTRY OF AGRICULTURE INSPECTION AND THE QUALITY CERTIFICATE ISSUED BY GAFTA ACCREDITED COMPANY COMETEC - AND THAT, 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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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), AS WELL AS THE RETURN OF THE EMPTY CONTAINERS MUST RESPECT THE DEADLINES. AFTER THE ESTABLISHED FREE TIME, THE DETENTION/DEMURRAGE'S LIABILITY IS OF THE IMPORTER'S SOLE RESPONSIBILITY AND CANNOT AND WILL NOT BE TRANSFERRED TO THE EXPORTER;
- 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

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