



POPCORN INDUSTRIA E COMERCIO DE CEREAIS LTDA.
RUA RECIFE, NO. 300 N, DISTRITO INDUSTRIAL CEP:78.460-411 LUCAS DO RIO VERDE / MT - BRAZIL E-MAIL:
EXPORTACAO@AGRICOLALUCAS.COM.BR TEL.: +55 65 3549 6545
BRAZIL
CNPJ: 09.404.937/0001-05 - MT

24/10/2023

CONTRACT Nº 84P

SELLER: POPCORN INDUSTRIA E COMERCIO DE CEREAIS LTDA.
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BUYER: ARPIT PAMECHA
6-A, IMALI BAZAR, INDORE, MADHYA PRADESH, 452001
INDIA - MADHYA PRADESH - INDIA

COMMODITY: POPCORN
QUANTITY: 25.5 TON
PRICE: \$ 830,00 / TON

INCOTERM: DAT **HS Code:** 10059090 **CONTAINERS TYPE:** Dry 20 **QUANTITY CONTAINERS:** 1

PACKING:
PORT OF DISCHARGE:
SHIPMENT: OCTOBER/NOVEMBER-2023
PAYMENT CONDITIONS: 20% ADVANCE 80% CAD
DOCUMENTS: PACKING LIST; 2 ORIGINAL
SPECIFICATIONS: CROP 2023 POPCORN: EXPANSION 40-42 K10 55-60 ; MOISTURE 13.5 % MAX ; SPLIT/BROKEN: 1% MAX ; FOREIGN MATTER: 0.5 % MAX ; TOTAL DEFECTS : 2.5% MAX

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 (complete consignee/notify company, address, company registration number/national number, bank details and other relevant information required from your side to be written on the exports documents);
 - b. Import Permit (when Phytosanitary is required);
 - c. Country's Phytosanitary and Quarantine Legislation (when Phytosanitary is required);
 - d. Label's Layout (when required);
- 6. The Exporter will manage documentation and will issue House Bill of Lading, exclusively. We reserve the right to issue the Master Bill of Lading (MBL/OBL) in the Exporters name and agent in the destination, as consignee/notify, as agreed;
- 7. 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.
- 8. 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;
- 9. Cancellations after the beginning of the confirmed operations will not be entitled to refund of the advance payment;
- 10. 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;
- 11. The House Bill of Lading (HB/L), Commercial Invoice, Packing List, Certificates of Origin, Phytosanitary and Fumigation drafts will be submitted for approval at least 3 (three) days prior to the draft deadline and must be confirmed within 2 (two) day 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;



PAULA GOBBI -COFFE
25/10/2023

ARPIT PAMECHA.
DESCRIBE YOUR FULL NAME



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TERMS OF AGREEMENT
PART 2:

- 13. 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;
- 14. The exporter reserves the right to hire the inspection company named SGS for all their contracts will pay by importer. No other company will be hired, unless pricing updates are discussed prior to the contract stamping and signature;
- 15. 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;
- 16. The exporter's liability shall be deemed terminated upon the breakage of the shipping seals at the containers;
- 17. 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;
- 18. 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;
- 19. 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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