



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

DATE :20/04/2020

CONTRACT Nº

20P-2020

SELLER:

POPCORN IND. E. COM. DE CEREAIS LTDA  
RUA PORTO ALEGRE Nº1043 N  
BAIRRO: DISTRITO INDUSTRIAL  
LUCAS DO RIO VERDE - MT - BRAZIL

BUYER:

RITIKA INTERNATIONAL PTE LTD  
24-05A 10 ANSON ROAD, SINGAPORE, SINGAPORE, 079903,  
SINGAPORE, SINGAPORE Telephone:+65 84250871

COMMODITY:

GREEN MUNG BEANS

QUANTITY:

500 TON PRICE: \$820,00 MT

QUANTITY CONTAINERS:

20

PACKING:

30 KG IN PP BAGS

PORT OF DISCHARGE:

NHAVA SHEVA OR CHENNAI

SHIPMENT:

05/30/2020

PAYMENT CONDITIONS:

10% Advance payment must be done within 7 days of signing of contract 15% payment against documents by email Balance 75% 10 days before cargo reaches destination port

DOCUMENTS:

PHYTOSSANITARY CERTIFICATE; 1 ORIGINAL  
COMMERCIAL INVOICE; 2 ORIGINAL  
PACKING LIST; 2 ORIGINAL  
BILL OF LADING; 3 ORIGINAL  
METHYL BROMIDE FUMIGATION CERTIFICATE; 2 ORIGINAL  
Certificate of Origin sign and stamp by Local Chamber of Commerce  
GAFTA REGISTERED SUPERINTENDENT CERTIFICATE OF WEIGHT  
GAFTA REGISTERED ANALYST CERTIFICATE OF QUALITY

SPECIFICATIONS:

MOISTURE : 12.5% MAX  
SPLIT MAX 1%  
Purity 99%  
Foreign Matter max 0.80%  
+ 3.5 mm ( 6% under sieve )  
CROP 2020, BRAZIL ORIGIN  
Agrocova Canada Ltd 1%

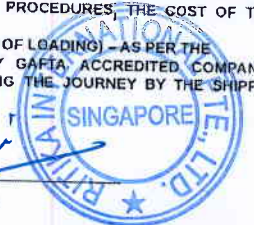
BROKER:

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 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 CONTRACT AND PROFORMA INVOICE:  
A. COMPLETE SHIPPING INSTRUCTIONS (FOR COMPLETING DOCUMENTATION, INCLUDING BILL OF LADING AND BANK DETAILS); B. IMPORT PERMIT (WHEN PHYTOSSANITARY IS REQUIRED); C. COUNTRY'S PHYTOSSANITARY AND QUARANTINE LEGISLATION (WHEN PHYTOSSANITARY IS REQUIRED); D. LABEL'S LAYOUT (WHEN NECESSARY); ADDITIONAL NEW POINT; LOADING/NOTIFY PARTY FOR ENDORSEMENT IN BL, SEND AFTER ALLOCATION OF IMPORT QUOTA BY INDIAN GOVERNMENT/NDGFT  
ADDITIONAL NEW POINT : AGAINST THIS TRADE WILL BE PREPARE MINIMUM OF 4 FCL PER/BL BY SELLER, IF BUYER WANTS MORE PARTY DOCUMENTS BUYER WILL PAY ADDITIONAL DOCUMENT CHARGES TO SELLER
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;  
ONCE SELLER ISSUE B/L AFTER THAT IF THERE IS AN CHANGE IN NOTIFY PARTY NAME, ADDITIONAL DOCUMENTATION CHARGES WILL HAVE TO BE PAID BY THE BUYER  
8A) CANCELLATION OF THE CONTRACT AFTER THE PRODUCT IS LOADED IN THE VEHICLES, HAVE BEEN REMOVED THE CONTAINERS AND DELAY BALANCE PAYMENT, THE COST BE PAID TO THE PRODUCT COME BACK TO THE SELLER'S INDUSTRY WILL BE DEDUCED OF THE ADVANCE, AND A 3.5% PENALTY WILL BE CHARGED BY SELLER.  
8B) THERE WILL BE A 3.5 % PENALTY CHARGED BY THE BUYER, PROPORTIONAL TO THE CONTRACT VALUE IF THERE IS BREACH OF THE FOLLOWING POINT BY SELLER AND THE SELLER WILL REFUND THE ADVANCE PAYMENT WITHIN 7 BUSINESS DAYS IN CASE  
\* SHIPMENT DELAY  
\* CONTRACT CANCELLATION  
WILL BE THE EXCEPTIONS;  
A)HARVEST DELAY DUE TO INCREASED RAINFALL  
B)LACK OF SPACE ON THE SHIP  
C)SHIP ROLLOVER DUE TO MARITIME LINE OPERATIONAL PROBLEMS  
D)FEDERAL CUSTOMS / AGRICULTURE DEPARTMENT STRIKE DELAYING THE RELEASE PROCESS  
E) FORCE MAJOR  
\* THE ITEM A,B,C WILL BE TOLERATED UP TO 15 DAYS AND MAY BE EXTENDED TO REGULARIZE IF AGREED BETWEEN SELLER AND BUYER.
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 75% TO BE PAID AS CAD BUSINESS DAYS AFTER DELIVERY OF THE DOCUMENTS TO THE BANK AND 10 DAYS BEFORE THE DUE DATE WILL BE SET AT 5 (FIVE) BUSINESS DAYS AGAINST DOCUMENTS BY EMAIL 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;

POPCORN IND. E. COM. DE CEREAIS

RITIKA INTERNATIONAL PTE LTD.  
DESCRIBE YOUR FULL NAME





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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), AS WELL AS THE RETURN OF THE EMPTY CONTAINERS MUST RESPECT THE DEADLINES, AFTER THE ESTABLISHED FREE TIME (14 DAYS), 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 SUBJECT TO THE QUALITY CHECK AS MENTIONED IN POINT 16;
- 16. IN CASE OF QUALITY, DAMAGES OR MALFUNCTION PROBLEMS OCCURS AS DESCRIBED IN ITEM 13, THE BUYER MUST MANIFEST WITHIN 5 DAYS 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

POPCORN IND. E. COM. DE CEREAIS  
RHS Recife nº 300 H  
Distrito Industrial - CEP 73.165-000  
Lucas do Rio Verde - MT

*Ritika*  
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PROFORMA INVOICE N°

20P-2020

EXPORTER/SHIPPER	IMPORTER	NOTIFY
POPCORN IND. E. COM. DE CEREAIS LTDA RUA PORTO ALEGRE Nº1043 N BAIRRO: DISTRITO INDUSTRIAL LUCAS DO RIO VERDE - MT - BRAZIL 0 CNPJ 09.404.937/0001-05	RITIKA INTERNATIONAL PTE LTD 24-05A 10 ANSON ROAD, SINGAPORE, SINGAPORE, 079903, SINGAPORE, SINGAPORE Telephone:	TO BE INFORMED
		CONSIGNEE
		TO ORDER
		INDIA :

PAYMENT CONDITIONS: 10% Advance payment must be done within 7 days of signing of contract 15% payment against documents by email Balance 75% 10 days before cargo reaches destination port

BANK DATA:

INTERMEDIARY BANK: BANCO DO BRASIL S/A  
NEW YORK BRANCH  
ACCOUNT NR: .  
SWIFT CODE: BRASUS33  
BENEFICIARY BANK: BANCO DO BRASIL - BRASILIA BRANCH  
IBAN: BR4100000000042050000501573C1  
SWIFT CODE: BRASBRRJCTA  
BENEFICIARY NAME: POPCORN INDUSTRIA E COMERCIO DE CEREAIS LTDA  
BANCO DO BRASIL - BRASILIA BRANCH  
BRANCH NUMBER: 4205-6  
\*all banker commission expenses will be the importer's responsibilities

CONDITIONS:

INCOTERM: DAT  
PACKING: 30 KG PP  
PORT OF ORIGIN: PARANAGUA  
PORT OF DISCHARGE: NHAVA SHEVA OR CHENNAI  
SHIPMENT: 05/30/2020  
TRANSPORTATION: MARITIME

QUANTITY	Container(S)	CROP	DESCRIPTION OF GOODS	UNIT PRICE US\$ / TON	TOTAL PRICE US\$
500 TON	20	2020	GREEN MUNG BEANS	\$ 820,00	\$ 410.000,00
				ADVANCE	\$ 41.000,00
				BALANCE	\$ 369.000,00
				TOTAL	\$ 410.000,00

VALUE: FOUR HUNDRED AND TEN THOUSAND DOLLARS

SPECIFICATIONS: MOISTURE 12.5% MAX  
SPLIT MAX 1%  
Purity 99%  
Foreign Matter max 0.80%  
+ 3.5 mm ( 6% under sieve )  
CROP 2020, BRAZIL ORIGIN

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POPCORN INDUSTRIA E COMERCIO  
DE CEREAIS LTDA  
Rua Porto Alegre nº 1043 N  
Lucas do Rio Verde - MT

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