



ADMIN POPCORN
BRAZIL

06/11/2023

CONTRACT N°

teste

SELLER:

ADMIN POPCORN
BRAZIL

BUYER:

PT SINAR INTI PANGAN
JL. PANGlima SUDIRMAN, 158 - DENANYAR
61253
JOMBANG - JAWA TIMUR - INDONESIA

COMMODITY:

ASDASDASD

QUANTITY:

10 TON

PRICE:

\$ 10,00 / TON

INCOTERM: 10

HS Code: 10

CONTAINERS TYPE: Dry 20

QUANTITY CONTAINERS: 10

PACKING:

PORT OF DISCHARGE:

SHIPMENT:

10

PAYMENT CONDITIONS:

asdasd

DOCUMENTS:

PHYTOSSANITARY CERTIFICATE: 1 ORIGINAL
COMMERCIAL INVOICE: 2 ORIGINAL

SPECIFICATIONS:

MOISTURE: MAX 13,5%
FREE FROM WEEVILS

TERMS OF AGREEMENT
PART 1:

- THIS IS THE FINAL CONTRACT THAT HAS TO BE RESPECTED BY BOTH PARTIES, ANY OTHER CONTRACT THAT HAD BEEN MADE WON NOT HAVE VALIDATION.
- A VARIATION OF -2% TO +2% MUST APPLY IN THE TOTAL NETWEIGHT FOR THE PACKING UNIT
- 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 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 DIVIDED 50%/d BY THE IMPORTER'S AND 50% BY THE EXPORTERS
- 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.
- COUNTRY'S PHYTOSSANITARY AND QUARANTINE LEGISLATION (WHEN PHYTOSSANITARY IS
- REQUIRED); D. LABEL'S LAYOUT (WHEN NECESSARY);
- IN CASE OF DELAY IN SHIPMENT, SUPPLIER WILL HAVE TO BEAR A COST OF USD 10 PER MT PER WEEK OF DELAYED SHIPMENT, A NOT BE IN CASE OF SCROLLING BY SHIPPING LINE OR FORCE MAJEURE, NO PENALTY APPLIES.
- ? 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. ALL SHIPMENT DOCUMENT DRAFTS, INCLUDING BAG MARKINGS, WILL BE SUBMITTED FOR APPROVAL TO THE BUYER 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;
- SELLER IS TO PROVIDE PHOTOGRAPHS AND VIDEOS OF THE STOCK IN WAREHOUSE AND LOADED CONTAINERS WITH CONTAINER NUMBERS VISIBLE FOR STOCK AND LOADING CONFIRMATION.
- ALL EXPORT DUTY, TAXES, PORT CHARGES AT LOAD PORT AND ALL OTHER EXPENSES FOR CNF WILL BE TO SELLERS ACCOUNT. ALL IMPORT DUTY, TAXES, PORT CHARGES AT DESTINATION PORT WILL BE TO BUYERS ACCOUNT.
- ? 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 10 (TEN) 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; THE BUYER STATED 10 BUSINESS DAYS FOR PAYMENT UPON PRESETATION OF DOCUMENTS AT HE BANK DUE TO THE CURRENT COVID SITUATION AND THE DELAYS WHICH ARE BEING CAUSED BECAUSE OF IT. THE BUYER HOPES THE SAME CAN BE CONSIDERED.
- ? 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;
- ANY AMENDMENTS AND ADDITIONS TO THIS CONTRACT TO BE VALID ONLY IF MADE IN WRITING AND SIGNED BY BOTH PARTIES.

Paula Gobbi

09.404.937/0001-05

I.E 13.352.271-7

POPCORN INDÚSTRIA E

COMÉRCIO DE CEREAIS LTDA

Rua Recife, 300 N

Distrito Industrial- CEP 75.455-000

Lucas do Rio Verde-MT

PAULA GOBBI
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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), 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 COMETEC INSPECTION AGENCY. 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;
- IN CASE OF ANY QUALITY ISSUE, THE CISCO/SGS (BUYERS CHOICE) WILL BE BIDDING TO BOTH PARTIES. THE SELLER WILL BE LIABLE TO SETTLE QUALITY CLAIMS OF THE BUYER AS PER THE FOLLOWING.
- 1) SIEVE ROUND 3.5MM
- a size 3,5mm between 95-90% = 10 usd/Mt.
- a size 3,5mm between 90-80% = 30 usd/Mt discount final
- a size 3.5mm under 80%, less cargo comes back a seller's and money paid by the buyer and all expenses will be refunded with a penalty of 20 USD/MT.
- 2) MOISTURE
- USD 10/MT PER 0.5% BEYOND THE SET PARAMETER OF 12.5% WITH A MAXIMUM LIMIT OF 14%
- IN CASE MOISTURE IS BEYOND 14%, THE SELLER WILL BE LIABLE TO REFUND ALL PORT, CLEARING, INSURANCE, TRANSPORTATION, GROUND RENT AND OTHER DESTINATION CHARGES TO THE BUYER. ADDITIONALLY, THE SELLER WILL MAKE A PAYMENT OF 10% OF THE INVOICE VALUE AS DAMAGES TO THE BUYER.
- ? 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 GAFTA 126 RULES IN LONDON, 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;
- ? 19 Broker -- Miguel Masi
- Address: Jose Marti 3419 - Montevideo - Uruguay
- Tax ID: 21 479 746 0015

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