



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 16P-2020

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

BUYER: ARI SUSAM SANAYI VE TICARET A.S  
81/143 ANKARA CAD., BAYRAKLI, IZMIR, 35030,  
IZMIR, TURKEY Telephone:

COMMODITY: NATURAL WHITE SESAME SEEDS PRICE: \$1150/MT

QUANTITY: 108 TON

QUANTITY CONTAINERS: 4

PACKING: 20

PORT OF DISCHARGE: MERSIN

SHIPMENT: JUNE-JULY

PAYMENT CONDITIONS: 10% ADVANCE PAYMENT UNTIL 06/10 AND 50% CAD

DOCUMENTS: PHYTOSSANITARY CERTIFICATE: 1 ORIGINAL  
COMMERCIAL INVOICE: 2 ORIGINAL  
PACKING LIST: 2 ORIGINAL  
BILL OF LADING: 3 ORIGINAL  
PHOSPHINE FUMIGATION CERTIFICATE: 2 ORIGINAL

SPECIFICATIONS: MOISTURE: 6.0% MAX.  
PURITY: 99.5% MIN  
ADMIXTURE: 0.03% MAX  
FFA: 2.0% MAX  
AS PER SAMPLE  
FREE OF METAL, STONES, WEEVILS AND INSECTS, FREE OF  
SALMONELLA, SUITABLE FOR HUMAN CONSUMPTION, FREE OF  
EXTRENEOUS ODOUR, FUMIGATED AT THE TIME OF SHIPMENT IN  
THE CONTAINERS FREE OF GMO

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 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);
- 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 POD (PORT 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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LUCAS DO RIO VERDE - MT

ARI SUSAM SANAYI VE TICARET A.S.  
DESCRIBE YOUR FULL NAME