



TOYOTA TSUSHO ASIA PACIFIC PTE LTD

WHEAT SALES CONTRACT

Date: 23rd March 2022
Contract number: SGZ00299

THIS CONTRACT IS MADE BETWEEN TOYOTA TSUSHO ASIA PACIFIC PTE. LTD., LOCATED AT 600 NORTH BRIDGE #19-01 ROAD PARKVIEW SQUARE, SINGAPORE 188778 (HEREINAFTER REFERRED TO AS "THE SELLER") AND PT BUNGASARI FLOUR MILLS INDONESIA LOCATED AT JL RAYA ANYER LINK KOMP, SINYAR.RT14 RW 06 KEL TEGAL RATU. KEC CIWANDAN, CILEGON, BANTEN, INDONESIA, (HEREINAFTER REFERRED TO AS "THE BUYER"). THE BUYER AGREES TO BUY FROM THE SELLER AND THE SELLER AGREES TO SELL TO THE BUYER WHEAT SPECIFIED BELOW UPON THE FOLLOWING TERMS AND CONDITIONS; -

ORIGIN:
INDIA

COMMODITY:
INDIAN MILLING WHEAT

QUALITY:
PROTEIN: MIN 11.5% (BASIS NX5.7% AND DMB)
GLUTEN (WET): MIN 24%
MOISTURE: MAX 11%
TEST WEIGHT: MIN 76.0 KG/HL
FALLING NUMBER: MIN 300 SECONDS
FOREIGN MATTERS: MAX 2%
BUG DAMAGE: MAX 1%
W: MIN 160 AS PER ISO
LIVE INSECT: NIL
NEW CROP 2022/2023 – SURVEYOR CERTIFICATE
SPROUT: MAX 1%
SHRUNKEN/BROKEN/SHRIVILLED: MAX 5%

PACKING
IN BULK

SHIPMENT
FROM 01 JUNE 2022 TO 30 JUNE 2022 BOTH DATES INCLUSIVE

QUANTITY
31,000 METRIC TONS

TOLERANCE
10% MORE OR LESS AT SELLER'S OPTION AT CONTRACT PRICE.

PRICE
USD 400.27 PER METRIC TON COST AND FREIGHT FREE OUT (CFR FO) ONE SAFE PORT, ONE SAFE BERTH, CIWANDAN, INDONESIA OR CIGADING, INDONESIA AT BUYER'S OPTION.

PAYMENT
100% CONTRACTUAL VALUE IN US CURRENCY BY TELEGRAPHIC TRANSFER WITHIN 120 DAYS AFTER BL DATE.



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- PHYTOSANITARY CERTIFICATE NOT SHOWING THE FULL CARGO DESCRIPTION ACCEPTABLE
- DOCUMENTS SHOWING DESCRIPTION AS "WEHAT" IS ACCEPTABLE
- THIRD PARTY DOCUMENTS ARE ALLOWED EXCEPT FOR INVOICE AND DRAFT.
- DOCUMENTS DATED/ISSUED LATER THAN BILL OF LADING DATE ARE ACCEPTABLE
- OBVIOUS SPELLING/TYPING MISTAKES NOT AFFECTING THE MEANING OF A WORD OR SENTENCE ARE ACCEPTABLE EXCEPT FOR QUANTITY UNIT PRICE TERMS, AND AMOUNT ON INVOICE.
- INCONSISTANT SHIPPER/APPLICANT/EXPORTER/CONSIGNOR/CONSIGNEE/NOTIFY PARTY ARE ACCEPTABLE
- CHARTER PARTY BILLS OF LADING IS ACCEPTABLE

INSURANCE

MARINE CARGO INSURANCE FOR BUYER'S ACCOUNT. BUYER UNDERTAKES TO COVER ALL RISKS ONCE CARGO IS ON BOARD THE VESSEL. IF VESSEL LIGHTENING AT ANCHORAGE, BUYER'S WILL INSURE COVERAGE OF CARGO FOR TRANSHIPMENT INTO BARGES TILL PORT WAREHOUSE.

DOCUMENTS

1. DULY SIGNED AND STAMPED COMMERCIAL INVOICE IN 3 ORIGINALS AND 2 COPIES
2. FULL SET (3/3) CLEAN ON BOARD OCEAN BILLS OF LADING MADE OUT "TO ORDER", BLANK ENDORSED, MARKED "FREIGHT PREPAID" OR "FREIGHT PAYABLE AS PER CHARTER PARTY".
3. CERTIFICATES OF WEIGHT ISSUED BY GAFTA APPROVED SURVEYOR AND AT SELLER'S COST.
4. CERTIFICATES OF QUALITY AND CONDITIONS ISSUED BY GAFTA APPROVED SURVEYOR AND AT SELLER'S COST.
5. OFFICIAL CERTIFICATE OF ORIGIN ISSUED BY THE LOCAL CHAMBER OF COMMERCE AND INDUSTRY AS PER CURRENT REGULATION
OFFICIAL PHYTOSANITARY CERTIFICATE ISSUED BY THE OFFICIAL AUTHORITIES IN THE COUNTRY OF ORIGIN AS PER CURRENT REGULATION.
6. NON-RADIOACTIVITY CERTIFICATE ISSUED BY OFFICIAL AUTHORITIES.
7. FUMIGATION CERTIFICATE ISSUED BY FUMIGATION COMPANY. (MIN DOSAGE : 80 GR/M3 WITH METHYL BROMIDE)
8. OFFICIAL SHIP HOLDS CLEANLINESS CERTIFICATE ISSUED BY THE FIRST CLASS GAFTA APPROVED SURVEYOR COMPANY AT SELLER'S CHOICE AND COST.
9. HATCH SEALING CERTIFICATE ISSUED BY INDEPENDENT SURVEYOR AT SELLER'S OPTION AND COST.
10. CROP YEAR CERTIFICATE ISSUED BY INDEPENDENT SURVEYOR AT SELLER'S OPTION AND COST.
11. PRIOR NOTICE FORM TO BE FILLED VIA INDONESIAN QUARANTINE WEBSITE, PRINTED AND SIGNED BY EXPORTER OR OFFICIAL REPRESENTATIVE AT COUNTRY OF ORIGIN.
12. CERTIFICATE OF ANALYSIS (COA) SHOWING TEST LIST OF PESTICIDES, HEAVY METALS AND MYCOTOXINS ISSUED BY THE INDIA STATE BORDER CONTROL AND TOXICOLOGICAL LABORATORY (INDIAN ORIGIN) (AS PER DECISION OF MINISTRY OF AGRICULTURE OF INDONESIA MOA DEGREE NO.962/KPTS/KR-040/K/03/2019 9 25 MARCH 2019 AND RELEVANT UPDATES THAT IS IN COMPLIANT WITH INDONESIAN REGULATION REQUIREMENTS AT TIME OF SHIPMENT.) THAT IS IN COMPLIANCE INDONESIAN REGULATION REQUIREMENTS AND PRIOR NOTICES, SUBMITTED THROUGH INDONESIAN AGRICULTURAL QUARANTINE AGENCY'S OFFICIAL WEB SITE.
13. FOOD SAFETY CERTIFICATE OR HEALTH CERTIFICATE STATING FIT FOR HUMAN CONSUMPTION ISSUED BY OFFICIAL AUTHORITY OR ACCREDITED INDEPENDENT SURVEYOR AT SELLER'S OPTION.
14. PACKING LIST IN 3 ORIGINALS AND 2 COPIES
15. NON-GMO CERTIFICATE

DISCHARGE TERMS

DISCHARGING PORT: ONE SAFE BERTH ONE SAFE PORT CIWANDAN OR CIGADING INDONESIA

DISCHARGING RATE OF 15,000 MT PER WEATHER WORKING DAY OF 24 CONSECUTIVE HOURS.
SATURDAY AFTERNOONS SUNDAY AND HOLIDAY EXCLUDED LAYTIME CALCULATED EVEN IE USED

LAYTIME TO COMMENCE AT 0800 HOURS THE NEXT WORKING DAY AFTER NOR IS TENDERED
DURING OFFICE HOURS (08.00-17.00 MON - FRI) EIU. TIME NOT TO COUNT FROM 1200 HOURS ON
SATURDAYS TILL 0800 HOURS ON MONDAYS AND FROM 1700 HOURS ON DAYS PRECEDING PUBLIC
HOLIDAYS TILL 0800 HOURS ON DAYS FOLLOWING PUBLIC HOLIDAYS.

SELF-TRIMMING SINGLE DECK BULK CARRIER (STSDBC), GEARLESS OR GEAR SELLER OPTION.

DEMURRAGE AND DESPATCH

DEMURRAGE RATE TO BE DECLARED BY SELLER TO BUYER AND CONFIRMED BY BUYER NO LATER
THAN THE TIME OF VESSEL'S NOMINATION, THE DEMURRAGE RATE DECLARED SHALL BE
REFLECTIVE OF EXISTING CHARTER MARKET RATES FOR THE SHIPPING RANGE OF SIMILAR SIZE
AND CONFIGURATION OF THE VESSEL.

DESPATCH IS AT ONE HALF (1/2) OF THE DEMURRAGE. LAYTIME CALCULATION SHALL BE SETTLED
BETWEEN SELLER AND BUYER WITHIN 30 DAYS FROM COMPLETION OF DISCHARGING AND
PAYMENT OF SUCH CHARGE SHALL BE ARRANGED WITHIN 14 DAYS AFTER THE SETTLEMENT ONCE
IN DEMURRAGE ALWAYS IN DEMURRAGE.

SHIPPING AGENT

SHIPPING AGENT AT DISCHARGING PORT TO BE NOMINATED AT BUYER'S CHOICE AND SELLER'S
COST.

WEIGHT/QUALITY CONDITION

FINAL AT TIME AND PLACE OF LOADING AS PER INDEPENDENT SURVEYOR CERTIFICATE/S AT
SELLER'S OPTION AND COST.

ARBITRATION

1. ANY AND ALL DISPUTES ARISING OUT OF OR UNDER THIS CONTRACT OR ANY CLAIM
REGARDING THE INTERPRETATION OR EXECUTION OF THIS CONTRACT SHALL BE DETERMINED
AND SETTLED BY THE PARTIES AMICABLY
2. IN THE EVENT THAT AMICABLE SETTLEMENT CANNOT BE ACHIEVED THE PARTIES AGREE THAT
ALL DISPUTES ARISING OUT OF OR UNDER THIS CONTRACT OR ANY CLAIM REGARDING THE
INTERPRETATION OR EXECUTION OF THIS CONTRACT SHALL BE DETERMINED AND SETTLED BY
ARBITRATION IN ACCORDANCE WITH THE ARBITRATION RULES NO. 125 OF THE GRAIN AND FEED
TRADE ASSOCIATION (GAFTA), IN THE EDITION CURRENT AT THE DATE OF THIS CONTRACT, SUCH
RULES ARE INCORPORATED IN TO AND FORM PART OF THIS CONTRACT AND BOTH PARTIES
HERETO SHALL BE DEEMED TO BE FULLY COGNIZANT OF AND TO HAVE EXPRESSLY AGREED TO
THE APPLICATION OF SUCH RULES.

ECONOMIC SANCTION CLAUSE**BUYER AND SELLER EACH REPRESENT AND WARRANT THAT:**

NEITHER IT NOR ANY PERSON OR ENTITY THAT IT OWNS OR CONTROLS IT, NOR ANY OF ITS
SUBSIDIARIES

ANY OF ITS DIRECTORS OFFICERS OR EMPLOYEES NOR TO ITS KNOWLEDGE ANY OF ITS SERVANTS
AGENTS AND REPRESENTATIVES IS A DESIGNATED TARGET OF TRADE SANCTIONS PROMULGATED
BY THE U.S., U.S.WITZERLAND OR ANY OTHER JURISDICTION HAVING A LEGAL NEXUS WITH THIS
CONTRACT
("SANCTION LAWS").



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BUYER AND SELLER EACH UNDERTAKE THAT:

FOR THE PURPOSES OF THIS CONTRACT NO ORIGINATING COUNTRY TRANSIT COUNTRY DESTINATION COUNTRY DOCUMENT PERSON ENTITY OR MEANS OF TRANSPORTATION OR PAYMENT ASSOCIATED DIRECTLY OR INDIRECTLY WITH THIS CONTRACT SHALL CAUSE THE BUYER OR SELLER TO BE IN A POSITION OF NON-COMPLIANCE WITH OR IN CONTRAVENTION OF SANCTIONS LAWS; FOR THE PURPOSE OF THIS CONTRACT IT AND ITS SERVANTS, AGENTS AND REPRESENTATIVES WILL FULLY COMPLY WITH ALL APPLICABLE SANCTION LAWS.

THE PERFORMANCE OF THIS CONTRACT SHALL HAVE NO DIRECT OR INDIRECT NEXUS WITH SYRIA, SUDAN, IRAN CUBA OR NORTH KOREA. BUYER AND SELLER AGREE TO COOPERATE WITH REASONABLE REQUESTS FOR INFORMATION OR DOCUMENTATION TO VERIFY COMPLIANCE WITH THIS CLAUSE. WITHOUT PREJUDICE TO ITS OTHER RIGHTS UNDER THIS CLAUSE, IN ORDER TO ENSURE COMPLIANCE WITH APPLICABLE SANCTION LAWS, THE BUYER AND SELLER MAY, REQUIRE PAYMENT IN EURO. PERFORMANCE OBLIGATIONS UNDER THIS CONTRACT SHALL BE SUSPENDED UPON CONTRAVENTION OF SANCTION LAWS. A BREACH OF WARRANTY OR UNDERTAKING UNDER THIS SANCTIONS CLAUSE BY EITHER SELLER OR BUYER SHALL ENTITLE THE NON-BREACHING PARTY TO TERMINATE THE CONTRACT WITHOUT LIABILITY. SUCH TERMINATION SHALL BE WITHOUT PREJUDICE TO THE RIGHTS AND OBLIGATIONS OF THE PARTIES IN RESPECT OF ANY BREACH OF THIS CONTRACT OCCURRING PRIOR TO SUCH TERMINATION.

OTHER CONDITIONS

DELAYS IN THE CASE OF AND EFFECTS OF CORONAVIRUS -[COVID-19]

BUYERS ARE TO ACCEPT DELAYS AND TO EXTENDS DELIVERY (DATE) ON THE SHIPMENT IN CASE OF UNFORESEEN CIRCUMSTANCES THAT ARISES BEYOND SELLERS' CONTROL EITHER DIRECTLY OR INDIRECTLY AS CAUSED BY THE DELAYS OR INTERRUPTION OF TRANSPORTATION OF CARGO OR LOADING OF CARGO ONTO VESSEL AT LOAD PORT BY SUPPLIERS, AND (IF) THE VESSEL /CARRIERS SO REQUIRED TO BE QUARANTINED BY THE PORT CUSTOM AUTHORITY AS A RESULTS OF THE EFFECTS OF CORONAVIRUS [COVID-19]

HOWEVER, SELLERS ARE RESPONSIBLE TO KEEP BUYERS FULLY UPDATED ON THE SITUATION AND THE EXTENDS OF DELAYS AND BUYERS ARE OBLIGATED TO PROVIDE EXTENSION OF SHIPMENT ACCORDINGLY. AT DISCHARGE PORT THE VESSEL SHALL HAVE LIBERTY TO COMPLY WITH ALL ORDERS, DIRECTIONS, RECOMMENDATIONS OR ADVICE OF COMPETENT AUTHORITIES AND/OR THE FLAG STATE OF THE VESSEL. IN RESPECT OF ARRIVAL ROUTES PORTS OF CALL, DESTINATIONS, DISCHARGE OF CARGO, DELIVERY OR IN ANY OTHER RESPECT WHATSOEVER RELATING TO ISSUES ARISING AS A RESULT OF THE VESSEL BEING OR HAVING BEEN ORDERED TO AN AFFECTED AREA. ALL QUARANTINE TIME/COSTS AT DISCHARGE PORT TO BE FOR BUYERS' ACCOUNT.

OTHER TERMS AND CONDITIONS

- 1) ANY DUTIES AND/OR TAXES AND/OR OTHER FEES ON CARGO AT DISCHARGE PORT AND/OR COUNTRY OF DESTINATION TO BE FOR BUYERS ACCOUNT.
- 2) COMBO SHIPMENT ALLOWED, WITH NATURAL SEPARATION
- 3) BUYER'S GUARANTEE 14 M ARRIVAL DRAFT AT FIRST PORT OF DISCHARGE.
- 4) PHYTOSANITARY CERTIFICATE TO CONTAIN SAME FUMIGANT NAME, DOSAGE AND DURATION AS FUMIGATION CERTIFICATE.
- 5) ALL DOCUMENTS ISSUED IN ENGLISH OR WITH ENGLISH TRANSLATION IS ACCEPTABLE.
- 6) APPARENT SPELLING MISTAKE AND TYPOGRAPHICAL ERROR ON EXPORT DOCS, WHICH DO NOT CHANGE THE MEANING AND VALUE TO THE CARGO ACCEPTABLE EXCEPT ON FUMIGATION AND PHYTOSANITARY CERTIFICATE.
- 7) IN CASE BILL OF LADING NOT AVAILABLE FOR PRESENTATION UPON VESSEL ARRIVAL AT DISCHARGE PORT(S), SELLER TO ACCEPT BUYER OR RECEIVERS SINGLE LOI FOR DISCHARGE WITHOUT BANK ENDORSEMENT UPON RECEIPT OF PAYMENT FROM BUYER (SELLER NOT REQUIRED TO BREAK BULK PRIOR TO RECEIVING PAYMENT OF CONTRACT COMMODITY FROM BUYER).
- 8) CHARTER PARTY BILLS OF LADING IS ACCEPTABLE.



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- 9) FUMIGATION DATE LATER THAN BILLS OF LADING DATE IS ACCEPTABLE.
- 10) THIRD PARTY DOCUMENTS ACCEPTABLE EXCEPT EGR INVOICE AND DRAFT.
- 11) DOCUMENTS DATED/ISSUED LATER THAN BILLS OF LADING ARE ACCEPTABLE.
- 12) DOCUMENTS SHOWING DESCRIPTION OF GOODS AS "WHEAT" IS ACCEPTABLE.
- 13) PHYTOSANITARY CERTIFICATE NOT SHOWING THE FULL CARGO DESCRIPTION IS ACCEPTABLE.
- 14) INCONSISTENT SHIPPER/APPLICANT/EXPORTER/CONSIGNOR/CONSIGNEE/NOTIFY PARTY ARE ACCEPTABLE.

GENERAL TERMS

ALL OTHER TERMS CONDITION AND RULES AS PER GAFTA 41 IN FORCE AT THE TIME OF SHIPMENT WHEN NOT IN CONTRADICTION WITH THE ABOVE BUT INCLUDING FORCE MAJEURES AND STRIKES ARBITRATION AS PER GAFTA 125.

ALL OTHER TERMS AND CONDITION WHEN NOT IN CONTRADICTION WITH THE ABOVE TO BE AS PER INCOTERMS 2020

KINDLY SIGN AND RETURN ONE COPY OF THE ABOVE DULY STAMPED AS A TOKEN OF ACCEPTANCE. YOUR FAILURE TO RETURN TO US A SIGNED COPY OF THIS CONTRACT DOES NOT AFFECT THE VALIDITY OF THIS CONTRACT IN ANY WAY. HOWEVER, IF THE SIGNED COPY OF THE CONTRACT. IS NOT RETURNED TO US WITHIN 3 DAYS, WE RESERVE OUR RIGHT TO SHIP THE GOODS AS PER TERMS OF THIS CONTRACT OR CANCEL THE SAME AT PAR WITHOUT COMPENSATION.

CANCELLATION CLAUSE:

TTAP MAY TERMINATE THIS CONTRACT BY PROVIDING BUYER WITH WRITTEN NOTICE IF THE ORIGINAL SHIPPER OF THE CARGO TERMINATES ITS CONTRACT FOR SHIPPING THE GOODS FOR TTAP FOR ANY REASON WHATSOEVER. UPON TERMINATION OF THIS CONTRACT, TTAP AND BUYER SHALL BE RELEASED FROM ALL OBLIGATIONS TO THE OTHER PARTY ARISING AFTER THE DATE OF CANCELLATION.

For the Buyer

For the Seller

PT Bungasari Flour Mills Indonesia

Toyota Tsusho Asia Pacific Pte Ltd