

PRO-FORMA INVOICE # MV

DATE: March 02nd, 2023

PURCHASE ORDER # MV5104

1 .	SELLER / BENEFICIARY:	MERIDIONAL TCS INDUSTRIA E COMERCIO DE OLEOS S/A RUA RANGEL PESTANA N 623 CENTRO BRAZIL - - 86062-020 01.459.630/0001-91
2 .	SHIPPER:	Will revert
3 .	BUYER / APPLICANT:	BUYER 01 ENDEREÇO XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX - XXXXXXXXXXXXXXXXXXXX XX XXXXXXXX AUSTRALIA - SOUTH AUSTRALIA - 345435 ____ 123456789 _____
4 .	DESCRIPTION OF GOODS	TSP - TEXTURIZED SOY PROTEIN
5 .	HS CODE (CUSTOMS NUMBER):	
6 .	QUALITY:	teste
7 .	NET WEIGHT (MT):	200.00MTS
8 .	NET WEIGHT TOLERANCE:	
9 .	UNIT PRICE (USD/MT):	USD 478.00 / MT
10 .	TOTAL AMOUNT (USD):	USD 95,600
11 .	INCOTERM 2020:	CIF
12 .	PORT OF LOADING:	Any port in South America, at sellers option
13 .	FINAL DESTINATION:	ROTTERDAM, NETHERLANDS
14 .	SHIPMENT DATE:	100.00MT From March, 2023 To May, 2023 100.00MT From May, 2023 To July, 2023 .
15 .	PACKAGING:	SACOS 25KG
16 .	LOADING CONDITIONS:	in about <<<>> x <<20' FCL>> <<40' FCL>> <<isotank>>, with about <<>> net ech one. Transshipment and partial shipment allowed. Shipment size subject to vessel space.

17	PAYMENT CONDITIONS:	BP - To be credited in full on Sellers account not later than 21 days after BL date, with documents copy presentation by email
18	DOCUMENTS:	Commercial Invoice (5 original and 1 copy); Packing list and Weight Memo issued by seller (3 original and 1 copy); Clean Bill of Lading with freight prepaid (3 originals and 3 copies); Certificate of Origin (1 original and 1 copy); Quality Certificate issued by third part - at sellers option (1 original). Drafts documents will be sent for Buyers approval, who shall response within 48hrs. If no response received, Seller will consider documents as approved, and will proceed with the issuance of originals.
19	PAYMENT INSTRUCTIONS:	Bank Name: Credit Suisse Bank Address: Paradeplatz, 08 Zurich - Switzerland SWIFT: CRESCHZZ80A IBAN: CH25 0483 5144 0123 6200 0 Account Number: 1440123-62 Beneficiary Name: Meridional Ventures S.A. Beneficiary Address: P.O.Box 0819-09132, Swiss Bank Building, 2nd - Floor 53rd Street, East Marbella Panama City - Republic of Panama Field 71A in the SWIFT must be "OUR". SHA or BEN are not allowed. Seller must receive the net amount of the invoices in its account.
19	SWIFT REF. NUMBER:	MV
20	ADJUSTMENT SCHEDULE:	Sellers will compensate buyer by 1% (or fraction) of the unit price for every 1% (or fraction) decrement of guaranteed specification.
21	DISCHARGING TERM:	
22	GENERAL CONDITIONS AND TERMS:	CFR: Ocean freight prepaid by SELLER. Insurance to be contracted by BUYER. Transshipment and partial shipment allowed. Shipment size subject to vessel space. Shipping line is solely at Sellers option. Notify / Consignee: to be informed by the BUYER. Surveyor: BUYERS option for contracting and account at loading and discharge. Free Detention at destination: due to ocean freight crisis, will be informed according to shipping line definition and decision. SELLER will do its utmost to grant 14 days free detention at POD. Quality final at origin. BUYER has 7 days after vessel arrival at POD to place any claim. BUYERS option and costs for Surveyor. Only first class FOSFA accredited surveyors are accepted for quality claiming purposes. Final shipment dates are subject to vessel scheduling (Call), space availability and equipment availability. In case Buyer delays to send signed contract more than 48hrs after contract date, make a late prepayment or delay to send to Seller the shipping instructions and shipment need to be postponed, any ocean freight surcharge will be added to the final sales price. Specific import requirements that are not listed in the Documents section of this contract are at Buyer's responsibility, account and liability. SELLER should receive the net amount as shown in its proforma or commercial invoice. All bank charges by remitter/beneficiary/intermediate bank are to be borne by the BUYER. Interest Clause: a charge of 1.5% per month basis will be applied for any payment delay. Make sure to make payments on the contractual time frame. Switch BL, if needed, will follow terms, conditions and fees according to the shipping line standard, and might not be allowed by their policy. Any other information exchanged during the negotiation is not a part of this contract and does not have any validity on this contract. Any agreements made out of this contract are only valid if accepted in writing, and should be manually signed and dated by both the SELLER and the BUYER in a separate document. Seller shall be excused from performance and shall not be in default in respect of any obligation hereunder to the extent that the failure to perform such obligation is due to any Force Majeure Event. Other conditions as per FOSFA33 contract.
23	Comments and Contract Review:	Review Date: 2:56pm on Thursday 2nd March 2023 Gross Weight (tons) From: 200001.21200 To: 200000.48480

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SELLER: MERIDIONAL TCS INDUSTRIA E
COMERCIO DE OLEOS S/A

BUYER: BUYER 01