	PRO-FORMA INVOICE #	**MV**
	DATE:	**May 05th, 2023**
	PURCHASE ORDER #	**MV11195**
	AMENDMENT#	

1 .	**SELLER / BENEFICIARY:**	Meridional TCS Indústria e Comércio de Óleos S/A Av. Senador Flávio Carvalho de Guimarães, 2255 Bairro Boa Vista Ponta Grossa PR Brazil 84070-460
2 .	**SHIPPER:**	Will revert
3 .	**BUYER / APPLICANT:**	BUYER 01 ENDEREÇO XXXXXXXXXXXXX XXXXXXXXXXXXXXX - XXXXXXXXXXXXXXXX XX XXXXXXXX AUSTRALIA - SOUTH AUSTRALIA - 345435____ 123456789_____
4 .	**DESCRIPTION OF GOODS**	USP GLYCERIN MIN. 99.5%
5 .	**HS CODE (CUSTOMS NUMBER):**	
6 .	**QUALITY:**	Subjected to Sample Approval. AAA
7 .	**NET WEIGHT (MT):**	500.00MTS
8 .	**NET WEIGHT TOLERANCE:**	
9 .	**UNIT PRICE (USD/MT):**	USD 528.00 / MT
10 .	**TOTAL AMOUNT (USD):**	USD 264,000
11 .	**INCOTERM 2020:**	CIF
12 .	**PORT OF LOADING:**	Any port in South America, at sellers option
13 .	**FINAL DESTINATION:**	ROTTERDAM, NETHERLANDS
14 .	**SHIPMENT DATE:**	250.00MT Full May, 2023 125.00MT Full July, 2023 .
15 .	**PACKAGING:**	
16 .	**LOADING CONDITIONS:**	
17 .	**PAYMENT CONDITIONS:**	CAD - D/P Through Bank (cash against original documents presentation thru bank), to be credited on Sellers account not later than 07 days before vessel arrival at POD (as per booking information). Address to send the documents: bank full style and SWIFT code in remarks field.
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: Itau Unibanco S A Bank Address: Cat Floor 2 Rua Ururai 111 Predio B - 03084-010 - Sao Paulo SP - Brazil SWIFT: ITAUBRSPXXX IBAN: BR5860701190001090000482729C1 Beneficiary Name: Meridional TCS Ind Com de Oleos SA Beneficiary Address: Rua Rangel Pestana, 623 - 86062-010 - Londrina PR - Brazil 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:**	Containers / Isotanks: Buyer and Seller assume their respective obligations as per INCOTERM 2020 of Sale. Buyer’s care to unload FCL or Isotank containers including any and all storage costs, demurrage costs, and all-inclusive overhead costs to deliver cargo to Buyer’s named place. All other discharge terms as per shipping line standard terms and conditions. Buyers confirms its ability and experience to unload such material in this kind of package at destination. Demurrage and Detention at destination as per shipping line or isotank owner standard. If isotanks residues over 20 liter per isotank will be charged to Buyer at the rate of USD25 per liter, or as per Isotank owner rates and fees.
22 .	**GENERAL CONDITIONS AND TERMS:**	CIF: Ocean freight prepaid by SELLER. Insurance to be contracted by SELLER. 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:**	None.

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

BUYER: BUYER 01