



SALES CONTRACT

Contract number: CO08-SL-002/2022

Contract Dated: August 10th, 2022

SELLER : MERIDIONAL TCS INDUSTRIA E COMERCIO DE OLEOS S/A
RUA RANGEL PESTANA N 623 CENTRO
BRAZIL - - 86062-020
01.459.630/0001-91

BUYER: BUYER 01
ENDEREÇO XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX - XXXXXXXXXXXXXXXXXXXX XX XXXXXXXX
AUSTRALIA - SOUTH AUSTRALIA - 345435 _____
123456789_____

COMMODITY: SOY LECITHIN

HS Code (Custom Number): 15200000

SPECIFICATION:
XXXXXXXXXX

QUANTITY: 100.00MTS
TOLERANCE: 10% +/-
UNIT PRICE: USD 572.00 / MT
INCOTERMS: CIF - QINGDAO
PORT OF LOADING: Any Port(s) in Brazil
PORT OF DISCHARGE: QINGDAO, CHINA
PARTIAL SHIPMENT: ALLOWED
TRANSSHIPMENT: ALLOWED

SHIPMENT PERIOD:
CO08-SL-002/2022.1 - 50.00000MT From 2022.08.11 To 2022.10.05
CO08-SL-002/2022.2 - 50.00000MT From 2022.09.11 To 2022.11.05

PACKING: Bags / Bags
Each isotank should have a visible sticker writing the following sentence "FOR INDUSTRIAL USE ONLY"

EQUIPAMENT: 20' DRY 8'6 / 20' DRY 8'6

PAYMENT TERM: 30% Prepay + 70% CAD Collection



30 % Prepayment of Contract Price without offset, deduction or counterclaim to be paid in US Dollars and received into Seller's nominated bank account and 70% of the Contract Price for the Goods to be paid in US Dollars without offset, deduction or counterclaim against presentation of original Documents (as defined below) to the Buyer's bank (which must be a first class bank acceptable to the Seller). Buyer's bank to be nominated no later than delivery under this Contract. In the event that Buyer fails to nominate the bank, Seller will nominate the bank and Buyer will be deemed to have accepted that nomination. Payment must be received at Seller's nominated bank within two banking days after presentation.

DOCUMENTS REQUIRED:

Commercial Invoice - 5 Original and 1 copy
Packing list issued by Beneficiary - 3 original and 1 copies
Weight Certificate issued by Beneficiary - 3 original and 1 copy
Clean Ocean Bill of Lading – 3/3 Originals and 3 copies
Certificate of Origin – 1 Original + 1 copy
Packing Declaration of Non Wood packing - 1 original 1 copy
Certificate of Analysis issued by the factory - 1 original Insurance policy in full set

OTHER CONDITIONS ADJUSTMENT SCHEDULE:

Will be discounted 1% for each 1% decrement in the specification the specification. In case of quality problem at destination, SGS will be nominated, all the cost to be born by losing party.

DISCHARGING TERM: Buyer and Seller assume their respective obligations as per INCOTERM 2011 of Sale. - Buyer's care to unload FCL containers or ISO tanks including any and all storage costs, demurrage costs, washing 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. This material might need heating for unloading, heating and handling costs are at buyers account and responsibility. Buyers confirms its ability and experience to unload such material in this kind of package at destination.

SURVEYOR: Buyers option for contracting and account at loading and discharge. Containers/ISO tanks 14 free detention days at destination port. Buyer has 7 days after vessel arrival at POD to place any claim. Buyer's option and costs for Surveyor. Other conditions as per FOSFA54 contract. Only first class FOSFA accepted surveyors are accepted for quality claiming purposes. Any other information exchanged during the negotiation is not a part of this contract and do 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 separated document.

CLAIM CLAUSES: The price should be deducted 1% for every 1 % of the Glycerine content decrement below 80%. Glycerine content below 95% can be rejected by buyer.

CONTRACT REVIEW:

None.



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

BUYER: BUYER 01