



PRIMAVERA

Importação e Exportação de Cereais Ltda.

CONTRACT (draft)

TRANSACTION CODE 2xxx

Reference: ns/pal

THE SELLER

Company: **Primavera Importação e Exportação de Cereais, Ltda.**

Address: Rua José Guimarães
Quadra 103, Lote 04, s/n
Centro
(city) Silvanópolis
(state) Tocantins
(postal code) CEP: 77.580-000
(country) Brazil

Telephone: +1 (347) 352 0055
E-mail: info@primaveracrops.com

Legal representative: Dr. Nizar Sofani

THE BUYER

Company: xxxxxxxxxxxxxxxxxxxxxxxxxxxx

Address:

(city)
(country)

Telephone:
E-mail:

Legal representative:





Whereas the buyer hereby makes and confirms that they are ready, willing and able to purchase the under mentioned commodity under the terms and conditions mentioned subject to execution of the contract for the purchase of said commodity. Both parties hereby agree and covenant as to honouring the following terms and conditions:

Article 01 – Product Specification & Grade

Product Specification & Grade:

Soybeans GMO grade #2
Type: for human consumption
Moisture: 14.5% max
Splits: 11%
Protein: 35% Max
Color: 2%
Oil 19%
Foreign matter 1% Max
Heat damaged kernels 0.5%
Total damaged kernels: 3%
Crop: 2012-2013

Free of the following: no radiation; no insects no pests and no poison; no rocks, gravel, sand, larger pieces of wood or any particles that are harmful to human consumption.

Article 02 - Packing

Packing: the product will be bulk

Article 03 - Harvest

Fresh crop harvest starts in February 2012

Article 04 - Quantity

12,500 MT (twelve thousand five hundred metric tons)





Article 05 - Delivery

Delivery C&F Latakia

Article 06 – Weight and Quality Inspection

Societe Generale de Surveillance (SGS) shall inspect commodity at the place of loading.

SGS shall issue an inspection certificate of quality and quantity for each shipment to certify that the goods are in good order and condition and being conform to the specifications.

The seller agrees to an additional inspection requested by the buyer. The cost of this inspection is paid by the buyer.

Article 07 – Product price and currency

Price is US\$ xxx per Metric Ton (Xxx hundred xxxy xxx United States dollars)

Currency is USD (United States dollar)

Article 08 – Contract value

Contract value: xxx,xxx,xxx USD (xxx million xxx hundred xxx thousand xxx hundred United States dollars)

Article 09 – Terms of payment

The buyer has to issue an irrevocable, divisible, confirmed, operative, Letter of Credit for the value of the contract US\$ xxx,xxx,xxx (xxx million xxx hundred xxx thousand xxx hundred United States dollars) accepted by the seller bank after the signature of this contract within 15 working days payable xxx shipment date; against presentation of shipment documents:

3/3 original and 3/3 non negotiable copies of Bills of Lading (B/L) marked clean on board issued to order; notify buyer.

One original commercial invoice countersigned by a chamber of commerce and three copies.

One original certificate of origin countersigned by a chamber of commerce and one copy.

One original export inspection certificate and one copy issued by SGS.





One original weight certificate and one copy issued by SGS

One original letter issued by seller stating that a complete set of documents has been sent in good order (authenticate and legalize) to buyers by fax or E-mail.

Certificate of export issued by federal authority counter signed by chamber of commerce.

Article 10 - The Product

Fresh plantation, the first harvest will be in February/March 2013.

Article 11 - Identification of the seller

The seller is the farmer, the agreed upon quantity subject of this contract will be planted especially for the client.

Article 12 - Terms of delivery

The product will be available at the loading port March 2013

Article 13 - Miscellaneous

Changes to the terms and conditions of the contract must be in writing and agreed to in writing by the parties involved. This contract shall be legal and binding upon signature of the faxed/E-mailed copies and upon receipt of the countersigned faxed/E-mailed copy. Carbon copies cannot be used and will not be accepted. Documents in other language than that of English are not acceptable.

All pages must be signed individually and the signature must be put at the end of this contract. Facsimile copies of annex and revisions with authorized signatures are acceptable.

The seller shall pay all and any taxes duties related to the performance of this contract and connected to nominated discharge port. All import procedures and expenses at discharge port are the sole responsibility of the buyer.

Article 14 - Loading capacity at the port of loading

The loading capacity of the discharging port is 1500 MT (one thousand five hundred metric tons) per hour.





Article 15 - Demurrage

All cost of demurrage at the loading port it is on sellers account.

Article 16 - Import facilities, documents, taxes and fees

All taxes and fees are the responsibility of each partner at his side. The buyer must have all import permissions and permits in writing, and copy sent to the seller.

The buyer bears; the sole responsibility of securing all permits and licenses or any other documents required by the government of the importing country.

The seller will bear no responsibility to provide such documentation.

The buyer will bear all costs associated with securing such documents and will also bear all penalties if such documents are not secured.

The seller will not be liable for missing or improper documentation the buyer is required to provide.

Article 17 - Prodigy Insurance

All risk marine insurance policy to be covered by the buyer for 110% of the shipment value. Shipment effected by vessel of not more than 20 years of age maximum.

Overage of vessel which is older than 20 years old, if any for seller's account, subject to the rate stipulated by an acceptable insurance company.

Article 18 - Force Majeure

Force Majeure is defined as unexpected condition such as acts of God, storms, fire, war, military action, government emergency, strike as well as transportation accident, earthquake tidal waves ETC...

The VAUD Force Majeure close of the ICC is appended to this contract (international provisions of force Majeure published by ICC).

The seller and buyer shall not be responsible for the non-performance of this contract in case of Force Majeure. When Force Majeure happens the parties must send within 15 days thereafter by registered air mail to the other party a certificate of Force Majeure issued by a competent government authority at the place where the Force Majeure occurred as evidence thereof, should the effect of the force Majeure continue for more than 120 consecutive days.





The buyer and the seller shall discuss terms in friendly negotiation as soon as possible concerning their obligation to the performance under the terms and conditions of this contract. Both parties agree that the force Majeure clause of ICC will be applicable.

Article 19 - Contract Arbitration

The laws of Brazil shall govern this agreement. Any disputes in connection with this contract or the execution thereof shall be amicably settled through negotiation. In case no settlement can be reached between the two parties, the case under dispute shall be settled by arbitration in London England, in accordance with the rules of the international chamber of commerce (9CC). The arbitral tribunal shall be composed of 3 members. The language to be used in the arbitral shall be English.

Article 20 -Execution of Contract

Each of the parties to this contract declare that they have full legal authority. In this contract the parties are to be bound by the terms and conditions as set forth herein. This contract represents agreement between the parties and any change will be made in writing executed by both parties.

Article 21 - Governing Law

The contract is governed and interpreted in accordance with the United Nations convention for international sale of goods (UN Convention)

Article 22 Non compounded Penalty

The seller warrants paying all charges or loss and damage incurred to the buyer if the seller fails to execute the loading of goods to the destination within the specified time. The buyer warrants paying all charges of loss and damage incurred to the seller in case he fails to make the financial instrument operational as per the payment terms of this agreement within the specified time.

Article 23 - Implementation

The signatures on this contract certifies the intention of both parties to fulfil the contract; the terms of this contract shall become binding upon both parties only at such time as the following have been complied with in writing.





Article 24 - CIF (Cost, Insurance & Freight)

The cargo insurance will be at the seller's expense. The buyer is responsible for the import customs clearance and other costs and risks at the port of destination.

Article 25 - Banking Details

Seller's banking details

Bank Name: Banco do Brasil, CEP77006-014
Bank Address: AV.JK-ACNE 01-Conj.01-Lt.30, Palmas Tocantins – Brasil
Account Name: Primavera Exportacao e Importacao de Cereais LTDA
IBAN : 001188640000529893
Swift Code : BRASBRRJBSA
Telephone : +55 (63) 32192000
Fax : +55(63) 32151073
Bank Officer : Charlys Fernandes Reis

Buyer's Banking details

Bank Name: xxx
Bank Address: xxx
Account Name: xxx
Account Ref.: xxx
Swift Code : xxx
Telephone : xxx
Fax :
Bank Officer : xxx

Article 26 - Sale Option

The seller agrees to give the buyer the option to buy less or more quantity if desired.

Article 27 - Validity of this contract

This contract is valid only when the seller's bank informs that it received the L/C from the buyer's bank and it is accepted by the seller's bank.

All bank charges from the buyer's bank related to this agreement are the buyer's responsibility.

Weather working day (WND) or weather working day of 24 hours or weather working day of 24 consecutive hours shall mean a working day of 24 consecutive hours, except for any time when weather prevents the loading or discharging of the vessel or would have prevented it had work been in progress.





Article 28 - Period of Validity

This contract is valid from the time of signature until payment is effected in the time stated herein and until full execution of the contract terms and conditions.

The parties have read, understood and accepted this contract of 28 articles by putting their signature herein.

This contract is written in 8 pages and two original copies duly signed.

Seller

Primavera

Date: _____

Signature: _____

Dr. Nizar Sofani
(legal representative)

Buyer

Date: _____

Signature: _____

