



Parts of Chicken –Grade A

SOFT CORPORATE OFFER

_____ hereby state that we are ready, with full corporate authority willing and able to supply ALL parts of Chicken – Grade A , and we hereby confirm that by signature below verify that we have the capability, including the necessary export permits, to complete the supply of the following product with corresponding insurance Authorized.

Products:

PRICE LIST			
Choose the payment method that best suits your needs, only the proposed methods are accepted, no changes are accepted in the payment formulas, the price differences between the different payment methods, are due to the bank costs of each instrument, the prices do not admit variation by quantities.			
All payments are at origin against SGS and approved shipping documents.			
TRIAL OR ANNUAL CONTRACT PRICES IN US DOLLAR 40-FOOT REFRIGERATE CONTAINERS 27,00 MT PER CONTAINER CAPACITY			
DESCRIPTION PRODUCT GRADE A QUALITY	25 TO 49 FCL	50 TO 99 FCL	OVER 100 FCL
Brazilian Halal, w/ SIF, Chicken Paws	\$2.680,00	\$2.580,00	\$2.480,00
Brazilian Halal, w/ SIF, Middle Joint Chicken Wings	\$2.725,00	\$2.625,00	\$2.525,00

DOCUMENTS TO BE SENT TO THE CUSTOMER WITH THE ORDER

**IT WILL ONLY SEND OFFERS WITH LOI OR ICPO
THAT CONTAIN ALL THE DATA OF THE OPERATION AND THE BUYER
TRIAL MINIMUM PER EACH ITEM 10 CONTAINERS OF 40" - FOR A TOTAL OF 270MT.
CONTRACT MINIMUM PER EACH ITEM 25 CONTAINERS OF 40" - FOR A TOTAL OF 675MT.**

**ALL PRICE INCLUDED USD \$50 COMMISIONS FOR ALL GROUPS
MANDATES AND INTERMEDIARIES' SELLER AND BUYER SIDE
DON'T ACCEPT OVER PRICE**

PROOF OF PERFORMANCE

For legal and confidential purposes, we do not provide historical data from other buyers, such as invoices for past shipments, Bill of Loading, invoices from shippers, reports from SGS, laboratory tests, Performance Bonds, Proof of Product (POP), contracts etc. or any sample document that violates the rules of the ICC (International Chamber of Commerce) and can be plagiarized or falsified.

The actual Proof of Product (POP) will be presented by the Seller's Bank to the Buyer's Bank at the specified time in the Procedures.

The ultimate Proof of Product is supplied by the Seller's Bank to the Buyer's Bank, through shipping documents and certificates confirming that the same will be delivered in accordance with international specifications and executed in accordance with the contract.

PROOF OF PRODUCT (POP)

After receiving the confirmation from the seller's bank, which has been received correctly written and operative, the SBLC payment instrument, the Seller, through its bank, will send to the Buyer's bank the POP, of the existence and availability of the product, for the shipment of the first batch, within a period of 5 days.

REQUIREMENTS PRIOR TO SUBMISSION OF CONTRACTS EXCEPTIONAL AGREEMENT BETWEEN SELLER AND BUYER

To generate the confidence of the Buyer, the Seller, as an act of good faith, and of good intentions, exceptionally, after the signing of the purchase- sale agreement, accepts the following conditions requested by the Buyer:

1° - The Seller affirms that it has sufficient capacity to supply the amounts indicated in this offer.

2°- Both parties, Buyer and Seller, accept that the contract to be signed between them, for the annual supply of the product, is the document with sufficient legal capacity to guarantee compliance with the purchase-sale agreement between the parties. The contract will be governed by the international standards of the International Chamber of Commerce, based on Incoterms 2010.

3°- Both parties agree to sign this offer, that the other documents that must accompany the order, will be delivered at the time of loading the product, to accompany the shipment, following the legal parameters indicated by the applicable law based on Incoterms 2010 and the regulations of the International Chamber of Commerce.

4°- The documents that will be delivered at the port of loading, which will accompany the shipment and will serve for the release of the payment by means of sending the code MT 103, are the following:

A- Ocean bill of lading marked "freight prepaid", clean on board issued to the order, and consigned to Buyer.

B- Commercial invoice (each signed in original and stamped by Seller) showing the commodity name, letter of credit / prime bank guarantee number, B / L number and date, quantity loaded, invoice value and loading port

C- Inspection certificate of weight and quality, quantity and packing issued by the inspection company SGS at port of loading showing kind, quality and quantity packed and shipped, evidencing that good are in full conformity with specifications and conditions mentioned in present offer.

D- Shipping company statement confirming that the vessel does not exceed 20 (twenty) years, seaworthy and first- class P & I club covered insurance certificate

E- Certificate of origin issued by chamber of commerce or similar competent organization

F- Insurance certificate covering 110% (one hundred and ten percent) of the total invoice value

G- Phytosanitary certificate indicating that the goods are of a quality adapted for human

H- Packing list showing gross / net weight and number on ocean bill of lading.

5°- Both Seller and Buyer, by signing this offer accept all points indicated therein, and will not be required mutually, any other requirement, which hinders the proper development of the agreement.

REQUIREMENTS PRIOR TO SUBMISSION OF CONTRACTS

1°- The staff of this company, dedicates its efforts to locate serious and reliable suppliers, our work must be valued, and respected by the client.

2°- We dedicate many hours of work, to attend to the drafting of offers and contracts, and we do not want our work to be in vain, without real results.

3°- We do not want to waste time with clients who request offers and contracts to be signed, and then the operations stagnate because the client loses interest in the offer or has no capacity to meet the payment of the commitment.

4°- Therefore, for each operation that is carried out, after we send the offer (SCO), if the client accepts it, it must be returned signed and sealed, and must comply with an indispensable requirement, without which it will not proceed to send the purchase- sale contract:

5°- It must accompany the SCO signed with a RWA via Swift Mt799, proof of funds, or with the draft bank instrument (SBLC or DLC) issued by the paying bank.

If the buyer does not comply with these requirements, we will not send the contract, considering that the purchase intention is serious, it should, be understood that we do not want to waste time.

PAYMENT METHOD

The "Buyer" pays the "Products" deliverable in Dollars (\$) in the following to choose between the following: The payment formula depends on the supplier that serves the product, the usual formulas are as follows, and each order will be answered with the payment formula accepted by the supplier.



Trial Order (select one of two option)

- a) **Payment Cash via Mt103, 30%** against the signing of the contract and 70% against the presentation of the bill of lading, SGS report and other agreed documents mentioned in clause 10. for a value of Trial payable at sight
Non 2% Performance Bond
- b) **SBLC or DLC 100% Irrevocable, Non-transferable**, payable against shipping documents. SBLC-MT 760 or DLC-MT 700, for the value of Trial, for 60 days payable at sight, against the presentation of the bill of lading SGS report and others agreed documents mentioned in clause 10. Payment via MT103, wire Transfer or TT.

After receiving SBLC/DLC buyer, for the total of one month the seller will issue to the buyer, 2% Performance Bond that will be sent to the buyer's bank, valid for 60 days day, valid throughout the contract.

Annual Order: (select one of Three option)

- a) **Guarantee DLC 100%**, Irrevocable, divisible, **Non-transferable**, **for a value of Three month of the items of contract**, valid for 365 days plus one day throughout the contract., payable at sight, against the presentation of the bill of lading, SGS report and other agreed documents mentioned in clause 10, Payment via MT103, Wire Transfer or TT.
After receiving Guarantee DLC buyers, the seller will issue buyer, to the 2% Performance Bond that will be sent to the buyer's bank, valid for 365 days plus one day, valid throughout the contract.
- a) **Guarantee DLC 100%**, Irrevocable, divisible, **transferable**, **for a value of TWO month of the items of contract**, valid for 365 days plus one day throughout the contract., payable at sight, against the presentation of the bill of lading, SGS report and other agreed documents mentioned in clause 10, Payment via MT103, Wire Transfer or TT.
After receiving Guarantee DLC buyers, the seller will issue buyer, to the 2% Performance Bond that will be sent to the buyer's bank, valid for 365 days plus one day, valid throughout the contract.
- a) **Guarantee SBLC 100%**, Irrevocable, divisible, **transferable**, **for a value of ONE month of the items of contract**, valid for 365 days plus one day throughout the contract., payable at sight, against the presentation of the bill of lading, SGS report and other agreed documents mentioned in clause 10, Payment via MT103, Wire Transfer or TT.
After receiving Guarantee DLC buyers, the seller will issue buyer, to the 2% Performance Bond that will be sent to the buyer's bank, valid for 365 days plus one day, valid throughout the contract.

Payment by bank: transfer (T / T) or MT103, At port of loading against shipping documents SGS and BL.

Explanation for payment:

- 1^o - Once the Seller has the confirm the guarantee of the value of one- or two-month's items the product, proceed to prepare the shipment.
- 2^o The Buyer sends to the Seller's bank of the value of the blocked purchase commitment or Guarantee, waiting to receive the POP (Product Availability Test).
- 3^o - Upon receipt of the Seller at your bank, of the value of the blocked purchase or Guarantee; The Seller, through its bank, sends the POP of product availability to the Buyer's bank.
- 4^o - Within the term stipulated in the contract, the Seller will send the product to the port of loading, for shipment to destination, and proceed to send bank to bank, the documents that justify the delivery of the product to the carrier for shipment.
- These documents are those indicated in this offer, in the section "DOCUMENTS TO BE SENT TO THE CUSTOMER WITH THE ORDER".
- 5^o - When the Buyer receives in his bank the documents that accompany the shipment of the product, and verify that everything is correct, and corresponds to what was agreed in the purchase-sale agreement; The Buyer's bank must make the payment of the order 100%, of the value of the product. Via TT, Mt103 Cash
- 6^o - At the moment in which the Seller receives the payments 100% of the value of the product from his bank, he frees the cargo so that it is transported by the carrier to the port of destination.
- 7^o - The Buyer through its bank, must issue an DLC guarantee, for the duration of the contract, to guarantee the purchase commitment.



The Buyer Shall issue and 100% Irrevocable, Divisible, Confirmed, Transferable, (Non Transactable is Negotiable), Free of Expenses and Commissions, Unconditional, Revolving Stan by Letter of Credit (SBLC) MT760, or Documentary Letter of Credit (DLC) MT700 validated for the time of the contract.

Form of payment via TT, or MT103, against Shipping Document & SGS at sight Loading Port. In accordance with the delivery terms and international standards for the interpretation of the terms "Incoterms 2010". And the Payment Loading Port.

The payment instrument must be approved by the "Seller" bank. In case of not being approved must be confirmed by a bank recommended by the bank of the "Seller."

The Payment Instrument must be issued by an international TOP 25-50 bank, of recognized prestige, and must be issued a bank of a country without international sanctions. This method of payment will be made for each batch of product to send, for the duration of the contract.

PERFORMANCE BOND

The Performance Bond (PB) 2%: The Seller in cases can, only assume the Performance Bond, where banking instruments of payment intervene; the PB will be for 2% of a monthly fee and open for the time of validity of the contract plus one month; when the purchase is through the following bank instruments: SBLC or DLC.

This method of payment will be made for each batch of product to send, for the duration of the contract.

RECOMMENDATION

We recommend that before sending the final bank instrument, send a draft of it, so that it can be reviewed by our financial department, this will save you time and money.

SALES & BANKING PROCEDURE

1 - The "Buyer" sends by email to the address of the "Seller", a letter of intent to purchase (LOI or ICPO) using their model or usual format. The document must include all the information about the "Product": The specifications, quantity, shipping method, packaging, destination, payment formula, the complete data of the "Buyer" and his bank.

2- The "Seller" after receiving the purchase intention letter, sent by the "Buyer". Prepares, and sends by email to the address of the "Buyer", an offer to sell the "Product" (SCO or FCO), which includes the price of the offer, the delivery conditions, the specifications of the product sent and the packaging, documents that must accompany the shipment, payment formula, commercial policy, data of "Buyer" and "Seller".

3º- If the "Buyer" accepts the offer sent by the "Seller", in the price offered and the conditions established by the "Seller" in the offer, he must return the document of the offer, signed and sealed, as a sign of acceptance; sending it by email to the email address of the "Seller". - The maximum period of validity of the offer is 5 business days, after this period, the offer is automatically, cancelled.

4- Together with the signed and accepted offer, the "Buyer" sends to the "Seller", by e-mail to the address of the "Seller", a certificate of proof of funds (RWA), indispensable requirement demanded by the "Seller", to be able to write and send the contract.

- The Fund Proof Document (RWA) must at least justify that the "Buyer" has sufficient funds to pay for the first shipment. It must be issued by the bank of the "Buyer", and be easily verifiable.

- If the "Buyer" does not show that he has the funds, in order to make the first purchase, the "Seller" will not send the contract, considering that the "Buyer" does not have sufficient economic solvency to meet the purchase commitment.

5º- Upon receipt of the signed and sealed offer, together with the proof of funds document. - The "Seller" will write the "Purchase-Sale" contract, under the conditions established in the offer sent and accepted by the "Buyer", including the terms of the agreement, and will send it by email to the address of the "Buyer", for you to review, verify, sign and seal.

6º- The "Buyer", within 3 working days, after having received the contract sent by the "Seller"; You must review the contract, and if you agree, you must return it signed and sealed to the "Seller". If the "Buyer" wishes to revise a clause of the contract, request a change of term or include an additional clause, he must notify it within 3 days after receiving the contract sent by the "Seller". The "Seller" agrees to review the changes proposed by the "Buyer" and apply them if they do not affect the structure of the contract, within 24 hours after receiving notification of the changes or revisions indicated by the "Buyer". After 24 hours of receiving the request for changes and revisions, requested by the "Buyer", the "Seller" will send his response to the "Buyer" by email.

If the "Seller" accepts the changes or revisions proposed by the "Buyer", the "Seller" will notify the "Buyer" and will send by email to the address of the "Buyer", the contract with the agreed changes. In the event that the "Seller" will not accept the changes and

revisions, proposed by the "Buyer", the "Seller" will notify the "Buyer" by email that he does not accept the changes and the terms and conditions established in the original agreement- agreement, sent by the "Seller", will be maintained. The "Buyer" must decide if he finally accepts to sign and seal the contract, without applying the suggested changes and revisions. The term for the final acceptance of the contract, after the acceptance or not of the changes and revisions requested by the "Buyer", will be of two working days, in which case the "Buyer" must accept or reject the contract. In case the "Buyer" accepts the contract, he must return it signed and sealed to the email of the "Seller", within the mentioned period of two days. In case of not receiving a response from the "Buyer" within the indicated period of two days, the "Seller" will consider the offer invalidated, the contract being null, considering that the "Buyer" has no interest in signing the contract acceptance.

7°- Once the "Seller" receives from the "Buyer", the contract signed and sealed in sign of having accepted the purchase commitment. The "Seller" proceeds within 48 hours after sending the Pro-forma invoice by e-mail to the "Buyer", for the total value corresponding to the product batch of the current shipment.

8°- After the Pro-forma Invoice has been, sent by the "Seller" to the email address of the "Buyer". The "Buyer" has 24 hours to return it signed and stamped, sending it by email to the address of the "Seller", as a sign of acceptance of it.

9°- After the "Buyer" returns the Pro-signed Invoice signed and sealed in acceptance, sending it by email to the address of the "Seller". If the method of payment is through a banking instrument, the "Buyer" has five (5) days to send the draft payment instrument, according to the terms and conditions established in the contract. The "Seller" and its bank will review the draft of the financial instrument to verify that it meets the requirements requested to guarantee the payment of the commercial operation.

After the revision of the draft banking instrument, by the bank of the "Seller". The "Seller" will communicate to the "Buyer", if any change is necessary in the draft of the banking instrument, or if the draft of the banking instrument is correctly drafted. So that the "Buyer" through his bank, proceeds to send to the bank of the "Seller", the definitive operational payment / guarantee instrument. Under the appropriate conditions and terms, avoiding by means of this revision of the draft instrument of the payment, that the "Buyer" has additional expenses, which may derive from sending a definitive payment banking instrument, with errors of interpretation that are not accepted by the bank of the "Seller".

- In the event that the payment is going to be made, by means of advance payment, by means of bank transfer / T / T). Sent by the bank of the "Buyer", to the Seller's bank, this must be made in the term of 5 days, after the "Buyer" returns the Pro-signed Invoice signed and sealed in acceptance, sending it by email to the address of the "Seller".

The advance payment will correspond to the conditions agreed in the contract, sending the percentage (%), agreed on advance payment, according to the agreed payment terms.

10°- Once the "Seller" Bank confirms to the "Seller", that it has received from the "Buyer" bank, the verification code SWIFT MT 103, corresponding to the sending of the bank instrument of payment or of having received the transfer (T / T), prepayment. And certify that the operating conditions of the financial instrument correspond to that stipulated in the contract signed by both parties and in the attached "Specifications". The "Seller", within 72 hours, proceeds to confirm to the "Buyer" that the financial instrument is correct and begins to count the agreed term for the delivery of the "Product".

11°- The Performance Bond (PB) 2%: After confirmation by the bank of the "Seller" of having correctly received the bank payment instrument, sent by the bank of the "Buyer". The "Seller" will proceed through his bank, to send to the bank of the "Buyer", 2% of Performance Bond (PB) 2%. As a guarantee of compliance with the contract. The PB will be for 2% of each lot to be sent monthly, revolving month by month and operative for the time of validity of the contract; when the purchase is made through the following banking instruments: SBLC or DLC.

12°- Within the term of delivery of the product, which has been agreed in the purchase-sale contract signed between the parties; after the "Seller" bank confirms that it has received from the "Buyer" bank, the payment instrument under the agreed terms and conditions. The "Seller" will send the product through the carrier, to the loading port, so that it can be shipped to the port of destination.

13°- At the time of shipment, the "Seller" will deliver the documents to send the product to the "Buyer". The documents that confirm the shipment, and that correspond to those indicated in the contract of purchase and sale signed between the parties, will be sent bank to bank, from the bank of the "Seller" to the bank of the "Buyer". In addition, the "Seller" will send a copy of all documents to the address of the "Buyer's" tax address indicated in the contract by means of a courier agency (DHL or similar).

14°- The bank of the "Buyer" at the moment of receiving the documents that prove the shipment of the product, must release automatically the payment corresponding to the shipment of the batch of product in course; sending the SWIFT MT 103 code to the "Seller" bank, to release the agreed payment.

15°- The "Buyer" or a representative appointed by him or a representative of the "Buyer" bank acting on behalf of the "Buyer". With power to release the bank payment instrument, may be present to verify the quality, quantity inspection and weight to be

made by the independent agency SGS or similar and verify the shipping documents that accompany the shipment of the product. After the verification, you must automatically authorize the release of the payment of the bank instrument of payment in favor of the "Seller".

In case of an annual contract, subsequent shipments of the "Product" will follow the same procedure in times and routine.

**CERTIFICATION OF MANUFACTURER: HACCP/GMP/BCS/ISO 2001/HALLAL/KOSHER
GRADE A HALAL WHOLE FROZEN CHICKEN WITHOUT GIBLETS**

Plant S.I.F Code: 490, 576, 1 & 103(Approved) GACC
Record No. xxxxxxxxxxxxxxxxxxxxxxxx We can give to you after Signed SPA.
Country of Origin: BRAZIL
Storage Condition: Refrigerated

GENERAL SPECIFICATIONS

Washed: Clean and fresh Plucked
No black spots: Drained of blood No bruises
Viscosity: Less than 3% Fractions less than 3%
Frozen: At 40 below zero degree Celsius (-40 C) Transported at 10 to 15 below zero degree Celsius Stored at -20 below zero degree Celsius.
Freezing process: IQF- Individually Quick-Frozen Examination- inspection: Bureau Veritas or SGS Year of Production: Current Year.
Chicken Weight: 1.400 - 1.600 grams Slaughtered according to Islamic Rules- Halal Shelf Life: One Year. 35 to 45 days Chicken.
Peroxide number: Should not exceed 5 ml equivalent / 1 kg external fat. Chicken meat will be free from radiation.

Chicken meat should have PH range between: 5.6 to 6.2 with volatile nitrogenous compounds may not exceed 20mt/1000 grams. Total bacterial count should not exceed one million cell/gram.

A specimen of 25 grams of chicken: Meat should be free from Salmonellas Bacteria.

A specimen of 1 gram of chicken: Meat should be free of Staphylococcus Aereus. A specimen of 1000 gram of chicken meat should be free of Shigella.

A specimen of 1 gram of chicken: Meat should be free of from colonic whole toxigenic and whole pathogenic bacteria.

A specimen of 1 gram of chicken: Meat should be free from spores of Fung and yeasts. Clonic group shouldn't exceeds 3000/grams chicken meat.

SPECIFICATIONS (Top selling cuts)

PRODUCT CHICKEN PAWS –GRADE A	
Chicken Paws:	35 gr to 45 gr / Length 8 to 10 cm.
Feather Off / Washed and Cleaned:	White Skin Only (Outer Yellow Skin Off) / Moisture Content Less Than 3%
No Bad Smell / Black Spot:	Less Than 1% / No Bruising / No Excessive Blood or Blood Stains / Broken Bones Less Than 2%
Burns:	Not
Hair:	Not
Chemical Burns:	Not
Drainage:	1°C - 5°C for 8 Hours
Shelf Life:	24 Months Minimum
Carton Label:	Standard International Labels Accepted by China Authorities and China Customs for Frozen Poultry
Packing & Markings:	Outer: Standard Carton 20kg / Inner: (4) Four 5 kg Layers or your capability.

Loading: Brazil.

Delivery Time: 35 -40 days maximum.

Destination Port: CIF Incoterm 2010.

Inspection: Bureau Veritas (BV)

HYGIENE: Chicken meat covered by the provisions of this standard shall be produced, packed, storage, and transported in accordance with good hygienic practices to prevent contamination that may be harmful to consumer.

We wish to do long term business relationship with your company on renewable yearly contracts. SIGNATURE OF
ACCEPTANCE TO THE SCO

SIGNATURE AND OF SELLER'S SEAL	SIGNATURE AND OF BUYER'S SEAL
Seal & Signature	Seal & Signature

IMPORTANT NOTE

Please send the SCO signed in acceptance of the conditions, however the ICPO is required to confirm the final order, bank details, etc. and rectify these FCO conditions. And in same turn make the final order, quantities, and items at the ICPO, according to the FCO.

December 15, 2022

If you are interested in this offer, and you require Chicken parts, please sign this offer, and we will send you an FCO or send us a formal LOI, to return a formal FCO to you.

THANK YOU.

Legal representative
or CEO'S signature

Name:

Company:

Company Address:

Email:

Tel: