

SOFT CORPORATE OFFER

PALM OIL



NON-GMO PALM REFINED OIL

PACKAGING: in bulk or 1,2,5,10 MT PET BOTTLES

DESTINATION: xxxxxxxxxxxxxx

TRIAL ORDER: NO

MONTHLY PURCHASE:

ANNUAL PURCHASE VOLUME: xxxxxxxxxxxx TON

CONTRACT LENGTH: 1years

(Metric Tons) (+/-5%)		OIL TYPE	PROCESSING	FULL SALE PRICE- FLEXITAN (IND.LETT.)	FULL SALE PRICE- 1,2,5,10- LITRO (IND.LETT.)
MINIMUM	MAXIMUM +				
1.500	5.000	PALM OIL	CRUDE	\$969	\$988
5.000	10.000			\$875	\$946
10.000	25.000			\$844	\$925
25.000	50.000			\$834	\$915
50.000	100.000			\$823	\$904
100.000	150.000			\$813	\$894
1.500	5.000		REFINED	\$927	\$1.008
5.000	10.000			\$917	\$998
10.000	25.000			\$896	\$977
25.000	50.000			\$891	\$972
50.000	100.000			\$886	\$967
100.000	150.000			\$880	\$962
1.500	5.000		METHYL ESTER	\$896	\$967
5.000	10.000			\$886	\$956
10.000	25.000			\$865	\$936
1.500	5.000		RDB	\$906	\$988
5.000	10.000			\$896	\$977
10.000	25.000			\$875	\$956
1.500	5.000		CP8	\$906	\$988
5.000	10.000			\$896	\$977
10.000	25.000			\$875	\$956
1.500	5.000		CP10	\$906	\$988
5.000	10.000			\$896	\$977
10.000	25.000			\$875	\$956

Buyer:

DELIVERY: Monthly basis.

TYPE OF CONTRACT: Open Purchase Order (Long Term Agreement).

PERIOD: 1 Year (12 months) with Rolls & Extensions.

ACTUAL LOCATION: Malaysia (Refinery's Site)

ORIGIN: Crops from Europe, Romania, Moldova and Ukraine

POD: ASWP

INCOTERM: CIF (No Ex Works and No FOB).

PRICE VALIDITY: Five (5) days to lock the pricing.

COMMISSIONS TO BUY SIDE: \$10.00 (included)

OVERPRICE: Mark up, 50% Seller and 50% split equally among all Brokers.

PAYMENT METHOD: 100% IRREVOCABLE TRANSFERABLE, OPERATIVE SBLC or
DLC / MT103 AT CARGO PORT

PERFORMANCE BOND: 2% PB

INSPECTION: QUALITY & QUANTITY BY SGS OR EQUEVALENT AT SELLER'S
COST

PROCEDURES

Our procedures are as follows:

1. BUYER signs and returns this SCO and issues Irrevocable Corporate Purchase Order (ICPO).
2. BUYER signs and seals EACH page of the ICPO and returns it to SELLER.
3. SELLER issues draft Sales Purchase Agreement (SPA) which will incorporate full terms and conditions.
4. Once the SPA has been verified and agreed, the BUYER signs and seals EACH page of the SPA by electronic means with DocuSign within a period not exceeding 7 calendar days.
5. The SELLER completes the SPA, signs, and stamps it and issues a pro-forma invoice.
6. The BUYER returns the pro-forma invoice signed within 24 hours.
7. The BUYER sends RWA Letter / Proof of Funds (POF) Via MT799 to SELLER'S bank.
8. The SELLER confirms BUYER'S funds and replies with MT705.
9. The SELLER sends the "Proof of Product" within 5 business days of issuing the MT705. The Proof of Product includes:
 - a) Recent SGS report.
 - b) The asset certificate.
 - c) Manufacturing brochure;
10. Within 5 International banking days of receiving the "Proof of Product", the BUYER'S bank (from top 50 Prime Banks) sends the draft of DLC to SELLER'S bank for verification via MT700.
11. After the verification of Draft of DLC by the SELLER'S Bank, the BUYER'S bank issues DLC 100% transferable irrevocable operative and confirmed letter of credit via SWIFT to Seller's bank as payment guarantee. (The period of DLC / MT700 100% transferable, irrevocable operative and confirmed letter of credit is 365 days + 1 day).
12. SELLER'S bank reviews and approves DLC.
13. SELLER issues 2% Performance Bond to BUYER Within 5 International banking days.
14. Shipments will start within 15 days of the DLC transferable irrevocable and confirmed letter of credit approval from the BUYER'S bank.
15. Once the product reaches the loading port, an SGS inspection is undertaken and a report produced. The BUYER is invited to the loading port to attend and witness the inspection at the BUYER'S expense. The BUYER will be able to attend in person or nominate a legal representative to attend.
16. All the original documents will be sent to BUYER'S bank via the SELLER'S bank through DHL.
17. After the shipment reaches its destination port, the goods are inspected by SGS and the report is issued to the Buyer to demonstrate goods quantity, quality and condition are identical to those reported by the SGS inspection at the loading port.
18. On receipt of the SGS report, BUYER releases payment via MT103 / TT Express Funds Transfer to seller for full shipment value at discharge port.

DELIVERY DOCUMENTS

Signed Commercial Invoice (Including packing details) Bill Of Lading SGS, Certificate Of Quality SGS, Certificate Of Quantity SGS, Certificate Of Origin, Phytosanitary Certificate + No Radioactive + Statement Of Production Date + Certificate HACCP

Buyer:

Note:

Informative statement, for those involved in the process of international commercial actions in the purchase and sale of commodity products, and in view of the possible malpractice of the commitments that can be formalized and reflected, we inform you of the regulations in force.

- *The law regulating the protection of people who report violations of regulations and the fight against corruption is published.*

The law provides for a system of infractions and sanctions, considering breach of the obligation to have an internal information system a very serious infraction, for which it establishes fines ranging from 600,001 to 1,000,000 euros, in the case of individuals. legal.

Law 2/2023, of February 20, regulating the protection of people who report on regulatory violations and the fight against corruption, has been published in the BOE of February 21, 2023. With it, the Directive (EU) is transposed) 2019/1937 of the European Parliament and of the Council of October 23, 2019, known as the Whistleblowing Directive.

Organic Law 3/2018 on the Protection of Personal Data and guarantee of digital rights.

- *The international sale of goods:*

The legal regime for the international sale of goods is found in the Convention on the International Sale of Goods made in Vienna on April 11, 1980, which has been ratified by Spain and published in the Official State Gazette on January 30, 1991.

Instrument Accession of Jul 17, 1990 (United Nations Convention on Contracts for the International Sale of Goods, Vienna 04/11/1980)

This Convention shall be applicable to contracts for the sale of goods entered into between parties that have their establishments in different States that are States parties to that Convention.

When the Convention is not applicable, it will be necessary to resort to the Rome Convention of June 19, 1980, on the Law applicable to contractual obligations, to which Spain adhered on May 18, 1992 (Official State Gazette of July 1993). The Rome Convention has been replaced by Regulation (EC) 593/2008 of the European Parliament and of the Council, of June 17, 2008, on the Law applicable to contractual obligations, which establishes that the Law of the country where the seller has his habitual residence. This will also be applicable to international sales of goods included within the scope of application of the Vienna Convention to matters not regulated by it.

Regulation 593/2008 of June 17 DOUE (law applicable to contractual obligations -Rome I-)

For this reason, and resorting to conflicting regulations and, specifically, to Regulation (EC) No. 593/2008 of the European Parliament and of the Council, of June 17, 2008, on the law applicable to contractual obligations (Rome I), that defines the applicable law, we see how article 4.1 a) of the same, in the absence of applicable law, in the contract of sale of goods, the contract will be governed by the law of the country where the seller has his habitual residence. As we can see, Rome I makes a reference to a state material law.

However, by direct application of article 1.1 a) of the United Nations Convention on Contracts for the International Sale of Goods of Vienna of 1980, it would be convenient to apply this rule, leaving the Spanish rule (the Commercial Code, in this case), as a rule of the forum, displaced.

Article 1453 of the Civil Code

The sale made as a trial or proof of the thing sold, and the sale of things that it is customary to taste or try before receiving them, will always be presumed to have been made under a condition precedent.

WARNING FROM THE INTERNATIONAL CHAMBER OF COMMERCE (ICC)

This is a very important message for anyone involved in the commodities industry regarding future actions regarding buyers and sellers who transact. From now on, if an ICPO, RWA or BCL is issued and the document is not real, true and/or verifiable factual reality, the seller will be able to report it to the FBI, ICC and Interpol. Also, after an FCO is sent to the buyer, there must be a formal response from the buyer to the seller at the appropriate time, according to the agreement between the parties. If there is no response from the buyer in a timely manner, the buyer will be reported to the FBI, Interpol and ICC. If this action is repeated by buyers, you will also be reported for the abuse of NCND, ICPO and BCL or RWA, BECAUSE THIS IS A FEDERAL CRIME.

It is important to convey this to all customers who work with vendors who are members of the International Criminal Court, the FBI, and other international organizations. From now on, international codes will be strictly enforced to exclude all intruders posting or transmitting false information. Those who make a false NCND/IMFPAI, ICPO, BCL or RWA, or FCO, as well as a false proof of product (POP), FALSE PROOF OF FUNDS (POF) WILL BE CHARGED WITH A CRIME.

This offense came into effect on November 15, 2008, following a meeting between the Federal Reserve, the European Central Bank, Interpol, the Federal Bureau of Investigation, and the Central Intelligence Agency.

The reason for this measure is to protect the commodity industry, which is a fundamental part of the global economy.

Verbiages of Financial Instruments
(Blocking 10 days of the cost according to contract)

VERBIAGE PRE ADVICE FOR STANDBY LETTER OF CREDIT - MT799:

S.W.I.F.T. – WIRE FORMAT MT799:

NOTIFICATION :

DELIVERYSTATUS:

PRIORITY/DELIVERY:

MESSAGE IN PUT REFERENCE:

MESSAGEHEADER

SWIFT INPUT: MT799 PROOF OF FUNDS SENDER:

AMOUNT :

ACCOUNT NAME:

ACCOUNT NUMBER:

RECEIVER:

BANK NAME :

BANK ADDRESS:

SWIFT CODE:

BANK OFFICER:

ACCOUNT NAME:

ACCOUNT NUMBER:

IN FAVOR OF:

SWIFT MESSAGE TEXT TRANSACTION CODE :

TRANSACTION NUMBER :

WE,--- (INSERT NAME & LOCATION OF SENDING BANK-)

REPRESENTED BY THE UNDERSIGNED OFFICERS, HERBY CONFIRM, WITH FULL BANK
RESPONSIBILITY AND LIABILITY ON BEHALF OF OUR ACCOUNTHOLDER --- (INSERT NAME OF
ACCOUNT HOLDER/SIGNATORY),CASH FUNDS IN THE AMOUNT OF --- INSERT AMOUNT IN
WORDS--- MILLION UNITED STATES DOLLARS (USD \$XX,000,000.00) IN ACCOUNT NUMBER
AS OF THE DATE OF THIS TRANSMISSION.

DATE RECORDED : (INSERT DATE)BANK

OFFICER: BANK OFFICER:

PIN: PIN: BANK NAME :

THE LETTER-HEAD OF BANK

Country _____ BCL № _____
_____, 20__

Subject: **BANK COMFORT LETTER №** _____

To: _____ From: _____
_____ Attn: _____

We the undersigned bank officer/manager with full banking responsibility, hereby confirm that our client _____ (*buyer's name*), with account number _____, is financially able to initiate the transaction involving purchase of _____ (*quantity and product name*) during the next _____ (*period of time*).

We understand that the shipment face value of the needed irrevocable confirmed _____ (*terms of payment : RLC, DLC, SLC*) letter of credit payable at sight will be _____ (*US\$ in words*) per shipment and the total value of the transaction for _____ (*period of contract length*) will be _____ (*US\$ in words*).

We certify only that _____ (*buyer's name*) has sufficient funds on the account and sufficient line of credit with our bank to complete the above transaction.

We guarantee that the payment _____ (*RLC, DLC, SLC*) will be used for this transaction and will revolve from shipment to shipment during the duration of the contract should our above mentioned customer wishes us to do so.

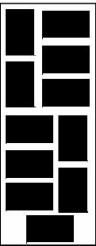
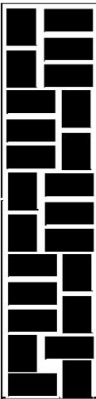
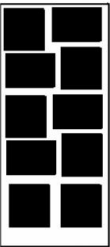
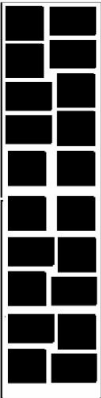
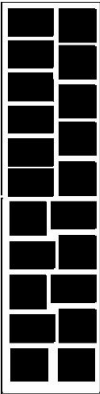
Account name : _____
Account no of our client: _____
Bank officer's name : _____
Bank name : _____
Bank branch : _____
Bank phone number : _____
Bank fax number : _____
Bank telex number : _____
Bank swift code : _____
Routing number : _____

We have been informed by our client _____ (*buyer's name*) that he hereby gives permission to the seller to conduct a soft probe on his account.

Authorized signature & bank seal
(*designation of the person signing*)

Buyer: _____

Pallet					
Type	Dimensions (WxD)	Carton Count	Net Product Weight	Empty Pallet Weight	Gross Pallet Weight
1L Pet	120 × 80cm	40	753.6kg	15kg	795.8kg
2L Pet	120 × 80cm	40	897.6kg	15kg	939.8kg
5L Pet	120 × 80cm	42	788.76kg	15kg	833.06kg
5L Square Pet	120 × 80cm	44	817.52kg	15kg	848.6kg
10L Pet	120 × 80cm	35	652.4kg	15kg	689kg

20 Feet Container	40 Feet Container
<p>Euro Pallets (Cm : 80 X 120)</p>  <p>11 Epal of 80 x 120</p>	 <p>24 Epal of 80 X 120</p>
<p>US Pallets (Cm. 100 X 120)</p>  <p>10 US Pallets (100 x 120)</p>	  <p>20 US Pallet (100 x 120) 21 US Pallet (100 x 120)</p>

INCOTERMS® 2020

BY THE INTERNATIONAL CHAMBER OF COMMERCE (ICC)

RCM
d.o.o.
www.rcm.si



EX WORKS

Vendor makes goods available on its own premises to be picked.



FREE

Vendor brings goods to a shipper paid by buyer.



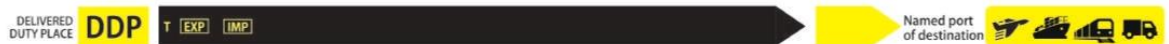
CARRIAGE

Shipper contacts & pays for main transportation however risks transfer happens at remittance to first carrier in CIP, CPT, and at port of loading in CIF and CFR.



DELIVERED

Vendor assumes all costs & risks until destination country.



- T Responsible to stipulate the freight contract
- T? Can opt to stipulate the freight contract
- S Responsible to stipulate the insurance contract

SELLER'S OBLIGATIONS
Origin assumes expenses & risks

BUYER'S OBLIGATIONS
Receiving party assumes expenses & risks

EXP Responsible for Export Clearance

IMP Responsible for Import Clearance

PALM OIL

Specifications of PALM OIL CRUDE AND REFINED



PALM OIL

INTERNATIONAL CHEMICAL
ANALYSIS CENTER
ASIA GOVERNMENT

Refined Palm Oil

Free Fatty Acid = Max 0.1%
Moisture = Max 0.1%
Iodine Value = Min 56 WIJ's
Slip Melting Point = Max 24 deg. C
Color (5.25"LBD) = Max 3R
Cloud Point = Max 10 deg. C
Appearance = white to pale yellow solid to semisolid lard-like fat
Flavor and Odor = Bland, odorless

Crude Palm Oil


FFA (%) MAX 0.10
MOISTURE & IMP MAX 0.10
IV: 48- 56
MELTING POINT): 38
OXIDATIVE STABILITY: MIN.12
DENSITY, 20°C - KG/M3 - 912
DENSITY, 50°C-KG/M3-892
FLAM POINT °C -360
FLASH POINT °C -320
VISCOSITY, 50°C -MM2/S-28
CETANE NUMBER 50
CALORIC VALUE KJ/KG -MIN. 37000
SULPHUR MG/KG -3
PHOSPHOR MG/KG -1.6
CARBON RESIDE WT. %- 0.30

ORIGINAL CERTIFICATE
REGISTERED: 185
DATE: 06-02-2022

INTERNATIONAL CHEMICAL
ANALYSIS CENTER
ASIA GOVERNMENT

LOADING INSPECTION OF
THE PORT OF MALAYSIA

Serial No. / No. Siri: _____



HALAL INDUSTRY DEVELOPMENT CORPORATION

Certificate Of Authentication

Sijil Pengesahan

HALAL


It is hereby certified that / adalah dengan ini dipertakui


1. Refined Sunflower Oil
 2. Refined Corn Oil
 3. Refined Soybean Oil
 4. Refined Canola Oil
 5. Refined Palm Oil

Manufactured/distributed by / Yang dikehendikan/diedarkan oleh:

Have complied with the HALAL requirements according to Islamic Law
Teloh mematuhi peraturan Halal mengikut Hukum Syarak

Ref. No / No. Rujukan :
 HDC/H-COB/1
 Date of issued / Tarikh dikeluarkan :
 15 July 2016
 Valid Until / Sah Sehingga :
 16 July 2019





Chairman / Pengerusi
 HDC Halal Certification Approval Panel /
 Panel Kelulusan Pengesahan Halal HDC

ORIGINAL - COPY

1. Goods Consigned From (Exporter's business name, address, country)		Reference No.: _____ Certificate of Origin		
2. Goods Consigned To (Importer's business name, address, country) Kumasi, Ghana		Issued in: <u>Malaysia</u> Country		
3. Notify Party (Name & Address)		<h3 style="margin: 0;">CERTIFICATE OF ORIGIN</h3>  <p style="font-weight: bold; font-size: small;">DEWAN PERNIAGAAN MELAYU MALAYSIA (MALAY CHAMBER OF COMMERCE MALAYSIA)</p>		
4. Means of Transport and Route (as far as known) Departure date: 19/July/2018 Port of Loading: Port Klang, Malaysia Port of Discharge: Takoradi Port - Ghana Port of Final Delivery: Takoradi Port - Ghana B/L Number: XXXXXXXXXX				
5. Item No.	6. Marks and Number on	7. Number and Types of Packages, Description of Goods (incl. quantity where appropriate and HS Code of importing country)	8. Gross Weight or Other Quantity and	9. Number and Date of Invoice
1	8989XXXXXX	Refined sunflower oil <div style="text-align: right;">1 Litre per</div> bottles <div style="text-align: right;">10 pallet 120 x</div> 100 x 4FL - 40 - 30 cartons - 12 bottles - 14,400 bottles <div style="text-align: right;">5 litre per bottles</div> <div style="text-align: right;">5 pallet 120 x 100</div> x 4FL - 20 pallet - 30 cartons - 4 bottles - 2,400 bottles <div style="text-align: right;">Total: 24 mt /month</div>	3,750 kg 27,600 kg 67.7 m3 12.03 m 8,268.8 lbs 61,200 lbs 2,389 cu ft 39.5 ft 2.35 m 2.39 m 2.34 m 2.28 m 7.7 ft 7.9 ft 7.7 ft 7.5 ft	879718201867
10. Declaration By The Exporter The undersigned hereby declares that the above details and statement are correct, that all the goods were produced or processed in <div style="text-align: center;">UKRAINE Country</div>			17. Certification It is hereby certified, on the basis of control carried out, that the declaration by the exporter is correct. <div style="text-align: center;">  signature and stamp of certifying authority ABDUL HADI HALIM </div>	
11. For goods export to <div style="text-align: center;">GHANA Country</div>				
16. Importing Country <div style="text-align: center;">GHANA</div>				

Buyer:

CERTIFICATO DI CIRCOLAZIONE DELLE MERCI	
1. Esportatore (nome, indirizzo completo, paese)	EUR. 1 VE N. [redacted]
2. Categoria (attività, settore, prodotto, servizio)	3. Categoria (attività, settore, prodotto, servizio)
4. Paese, gruppo di paesi o territorio di cui i prodotti sono originari	5. Paese, gruppo di paesi o territorio di destinazione
6. Informazioni riguardanti il trasporto (modalità, condizioni)	7. Osservazioni
8. N. d'origine, marchio, numero o lettera del CEE (C), designazione delle merci	9. Marca (semplice o complessa)
10. VISTO DELLA DISCIPLINA (Dichiarazione certificata conforme al Documento di Origine Comunitaria (DOC) del prodotto)	11. Dichiarazione dell'esportatore (Dichiarazione che le merci di cui sopra soddisfanno alle condizioni richieste per ottenere la protezione dell'UE)

Certificate	
The Management system of [redacted]	
has been assessed and certified as meeting the requirements of	
ISO 22000:2018	
For the following activities	
Production of sunflower unrefined non-frozen oil, sunflower meal and food sunflower phosphatides concentrate, Production of rapeseed unrefined oil and rapeseed meal.	
Food Category - CIV - Processing of ambient stable products, (B) - Production of Food, K - (Bak) Chemical Manufacture	
This certificate is valid from 12 December 2019 until 11 December 2022 and remains valid subject to satisfactory surveillance audits. Re-certification audit due 90 days prior to expiry date Issue 2, Certified since 12 December 2013	
Authorized by [Signature]	UKAS MANAGEMENT SYSTEMS
SGS United Kingdom Ltd Resource Business Park, Eldon Park, Chester, CH3 3JX, UK T +44 (0)121 350-4000 F +44 (0)121 350-4000 www.sgs.co.uk WC 000 22000 2018 0819	
Page 1 of 1	

Buyer:

DRAFT OF CLIENT

INFORMATION SHEET (CIS)

CIS - CLIENT INFORMATION SHEET	
Date:	
Client Name (Signatory):	
Citizenship:	
Passport N°:	
Passport Issue Date:	
Date of Birth:	
E-Mail Address:	
Business Name:	
Type of Business:	
Business Address:	
Registration N°:	
Business Phone N°:	
E-Mail Address:	

Bank:	
Branch and Branch Address:	
SWIFT Code:	
Phone N°:	
Account N°:	
Account Name:	
Origin of Funds:	
Bank Officer's Name:	
Bank Officer's Phone	
Bank Officer's e-mail	

Buyer:

VALIDITY OF THIS SCO:

5 WORKING DAYS

AFTER 5 DAYS FROM THE DATE OF THIS SCO WITHOUT THIS HAS BEEN ACCEPTED BY THE BUYER, IT WILL BE AUTOMATICALLY CANCELED OR THE DETAILS OF THE SELLER, HIS BANK, PAYMENT METHODS, AND PRICE MAY CHANGE.

“Accepted and agreed without change (Electronic signature is valid and accepted as hand signature)” EDT (ELECTRONIC DOCUMENT TRANSMISSIONS)

EDT (Electronic document transmissions) shall be deemed valid and enforceable in respect of any provisions of this Contract. as applicable, this Agreement adheres to the following:

1. Incorporate U.S. Public Law 106-229, “Electronic Signatures in Global & National Commerce Act” or such other applicable law conforming to the UNCITRAL Model Law on Electronic Signatures (2001)
2. ELECTRONIC COMMERCE AGREEMENT (ECE/TRADE/257, Geneva, May 2000) adopted by the United Nations Centre for Trade Facilitation and Electronic Business (UN/CEFACT).
3. EDT documents shall be subject to European Community Directive No. 95/46/EEC, as applicable.

PRIVACY STATEMENT:

The information contained in this proposal is confidential and may be disclosed only by persons authorized and listed below. Dissemination, copying and/or distribution of this document by any person other than the persons listed below, is prohibited, and may be prosecuted.

RZ Apolo and his agents, in relation to this agreement between the two parties, sellers and buyers, must not be held liable for the partial or total failure to perform obligations arising out of circumstances of force majeure as acts of god, strikes , fires, floods, wars (declared or not declared), directed (including protection, quotas, priorities, requisitions and price controls), financial inability to fulfill the obligations of this contract, lack of legal fitness due to sanctions and legal interdictions and others who are out of control of the parties and have arisen after the conclusion of this agreement.

SELLER MANDATE	BUYER
Company: Name: Mr. Title: Passport N°: Date of Issue: Date of Expiry: Country: , 2023	Company: Name: Mr. Title: Passport N°: Date of Issue: Date of Expiry: Country: 2023

Buyer: