



**SOFT CORPORATE OFFER (SCO)**  
**SUNFLOWER OIL**

**FROM :**

**CIF PRICES VALID UNTIL OCTOBER 31<sup>ST</sup> 2022**

<i>PRICE LIST oil</i>		01/08/2022	
\$ USD MT (1 MT AROUND 1080 Lt)			
		BULK / FLEXI TANK	PET BOTTLES 1/2/5/10 LT
		Per METRIC TONS	
<b>Sunflower</b>	<b>Crude</b>	<b>\$790</b>	<b>\$820</b>
	<b>Refined</b>	<b>\$910</b>	<b>\$990</b>
Corn Oil	Crude	\$770	\$840
	Refined	\$830	\$890
Palm Oil	Crude	\$780	\$880
	Refined	\$830	\$910
	Methyl Ester	\$790	
	RBD/CP8/CP10	\$810	\$890
	Pome	\$890	
Soybean	Crude	\$900	\$980
	Refined	\$960	\$1020
Rapeseed	Crude	\$890	
	Refined	\$940	\$990
	CDRO	\$930	\$980

**NOTE:**

A - **The Seller accept only supply with value over USD 1.000.000**

B - **THESE PRICES ARE CIF ASWP**

C - **Payment a/100% SBLC (MT760) at UNLOADING PORT with wire transfer TT MT103**

**RBD** refined

bleached

deodorized

**CDRO** crude degummed

rapeseed oil

**POME** palm oil mill effluent

**WE AS THE SELLER MANDATE**, HEREBY DECLARE AND CONFIRM THAT WE ARE READY, WILLING AND ABLE TO ASSIGN THE DESCRIBED COMMODITY, AS FOR THE SPECIFICATIONS AND IN THE QUANTITY AND FOR THE PRICE AS SPECIFIED IN THE TERMS AND CONDITIONS AS HEREINAFTER SET FORTH AND CONTINGENT UPON RECEIVING THE DOCUMENTS REQUIRED FOR AN IMMEDIATE TRANSACTION, AND SIGNING MUTUALLY AGREEABLE SALES AND PURCHASE AGREEMENT BETWEEN THE PARTIES.

**PAYMENT TERMS:**

THE PAYMENT WILL BE AT SIGHT AGAINST SUPPLY OF SHIPPING DOCUMENTS WITH WIRE TRANSFER / TT MT103 FOR VALUE OF ONE REAL DELIVERY CERTIFIED BY SGS.

**BUYER GUARANTEE:**

ONLY FINANCIAL INSTRUMENTS ISSUED BY TOP 50 BANKS ARE ACCEPTED 100% STAND BY LETTER OF CREDIT SBLC (PRE MT799 + MT760) WITH VALUE OF 1 (ONE) SUBSEQUENT DELIVERY, FOR VALUE OF USD ..... . THE PAYMENT WILL BE AT SIGHT AGAINST SGS REPORT FOR QUANTITY AND QUALITY AT UNLOADING PORT OF ....., **WITH WIRE TRANSFER / TT MT103 FOR VALUE OF ONE REAL DELIVERY.**

PORT OF LOADING: **PORT KLANG - MALAYSIA SELLERS TANKS OF BRANCH.**

PACKING: AT BUYER CHOICE

PRIVATE LABEL: IF THE BUYER WANT PRIVATE LABEL MUST SEND PDF IN VECTORIAL FORMAT AND BEAR USD 3900 FOR THE FIRST TIME PAYD SEPARATLY AT PROFORMA INVOICE.

DESTINATION PORT: ASWP - ANY SAFTE WORLD PORT

INSPECTION BY SGS: SGS FOR QUALITY AND QUANTITY, AT SELLERS COST AT DESTINATION PORT

**INSURANCE:** 110% OF THE CIF VALUE OF EACH SHIPMENT ON THE SELLERS COST.

**PERFORMANCE BOND:** CONTRACT INCLUDE A PENALTY CLAUSE OF 2% (TWO PER CENT).

**NOTE:** BECAUSE **THE BUYER PAY AT UNLOADING PORT AFTER 2 SGS AT SELLER EXPENSE**

**CERTIFICATIONS:** SGS OR OTHER SIMILAR COMPANY AND GOVERNMENTAL OFFICES.

**NOTE:** THE TECHNICAL DATA SHEETS OF THE VARIOUS OILS MUST BE ENTERED BY THE BUYER AT THE TIME OF THE ICPO, THE SELLER WILL INCLUDE THEM IN THE CONTRACT.

**IN** THE EVENT THAT THE BUYER DOES NOT HAVE THE TECHNICAL SHEETS, THE SELLER GUARANTEES THAT ALL THE VARIOUS OILS COMPLY WITH ALL INTERNATIONAL STANDARDS FOR BOTH KITCHEN AND TECHNICAL USE.

**NOTE :** **IF THE BUYER WISHES TO CHECK THE QUALITY OF PRODUCT, HE CAN SEND A TRUSTED PERSON TO THE LOADING PORT, ASSIST AT THE SGS INSPECTION AND CHECK THE PRODUCT.**

# PROCEDURES: **NOT NEGOTIABLES**

**ONLY FINANCIAL INSTRUMENTS ISSUED BY TOP 50 BANKS ARE ACCEPTED**

1- THE SELLER SENDS BY EMAIL THE SCO/FCO TO THE BUYER.

2- BY ACCEPTING THE OFFER, THE BUYER SIGNS AND SEND THIS SCO / FCO TO THE SELLER'S AGENT:

WITH SIGNATURE OF THE BUYER'S BANK FOR ACCEPTANCE THE SAMPLE OF MT799 / 199 AND MT 760 (**NOT THE VERBIAGE BANK TO BANK , BUT ONLY L 'EXAMPLE SHOWN AND DESCRIBED IN THE SCO / FCO**) BECAUSE THE BUYER BANK MAYBE NOT AGREE TO ISSUE TO THE SELLER BANK (**ONCE THE BUYER AND THE SELLER HAVE SIGNED THE CONTRACT AND THE SELLER HAS SENT THE PRE POP**) THE VERBIAGE SBLC AFTER THE BUYER HAS SIGNED THIS SCO / FCO SIGNED BY THE BUYER.

**OR**

3- THE SIGNED SINGLE 2 PAGES OF SAMPLE ( **NOT THE VERBIAGE BANK TO BANK BUT ONLY SAMPLE** ) OF MT799 / 199 AND MT 760 FOR ACCEPTANCE FROM THE BUYER'S BANK

4- THE BUYER SEND ICPO - IRREVOCABLE CORPORATE ORDER TO THE SELLER BROKER

5- THE CIS COMPANY INFORMATION SHEET FILLED WITH BUYER PASSPORT COPY

6- THE BANK CONFORT LETTER ( BCL) INTENDED TO THE BUYER .

7- RWA IF NEEDED FROM THE SELLER BANK (AFTER THE SELLER BANK HAVE CHECKED ALL INFOS ABOUT THE BUYER .

8- THE SELLER, ISSUES THE DRAFT CONTRACT (CTR/SPA) AND SENDS IT TO THE BUYER, OPENED FOR ANY SIMPLE CHANGES.

9- THE BUYER, CHECKS THIS DRAFT CONTRACT, FILL ALL THE HIS DETAILS AND COORDINATES OF HIS BANK ACCOUNT, SIGNS IT AND WITHIN 5 WORKING DAYS, RETURNS IT TO THE SELLER MANDATE.

10- THE SELLER CHECKS IT AND SENDS THE CONTRACT COUNTERSIGNED WITH ONE PRE PROOF OF PRODUCT WITH COMPLETE CIS OF SELLER COMPANY.

10- THE BUYER INSTRUCTS HIS BANK TO ISSUE, WITHIN 5 WORKING DAYS, ONE SWIFT BANK DRAFT OR VERBIAGE OF FINANCIAL INSTRUMENT (MT799/199) AND SENDS THE COPY SWIFT OF THIS TO SELLER MANDATE.

11- THE SELLER OFFICIALLY ACCEPTS THIS VERBIAGE.

12- THE BUYER BANK ISSUE THE FINAL FINANCIAL INSTRUMENT (MT760) TO SELLER BANK WITH COPY SWIFT TO SELLER MANDATE.

13- THE PREPARES THE PRODUCT OF ORDER AND, WITHIN 10/15 WORKING DAYS, DELIVERY IT TO PORT OF LOADING FOR INSPECTION OF SGS AND ISSUE OF BILL OF LADING AND OTHER SHIPPING DOCUMENTS.

14- THE SELLER, SENDS THE FIRST DELIVERY.

15- THE BUYER AND THE BUYER BANK CHECKS THESE SHIPPING DOCUMENTS AND JUST IF ARE REGULAR AS THE CONTRACT, PAYS AT UNLOADING PORT WITH MT103.

16- THE SELLER, CHECKED THE PAYMENT, SENDS THE NEXT DELIVERY .

**THE SELLER AFTER AND WITHIN 48 HOURS PAYS ALL INTERMEDIARIES.**

### **GENERAL TERMS:**

A - UPON SUCCESSFUL COMPLETION OF THE FIRST SHIPMENT, THE GUARANTEE WITH THE AGREED FINANCIAL INSTRUMENT AS APPLICABLE WILL BE AUTOMATICALLY EXTENDED (AND INCREASED IF NECESSARY) FOR THE SECOND SHIPMENT AND FURTHER TO BE EXTENDED UNTIL THE CONTRACT IS COMPLETED TOTALLY FOR THE QUANTITY AS SPECIFIED IN THE CONTRACT.

B - THE SELLER GUARANTEES ON HIS ACCOUNT THAT EACH SHIPMENT WILL BE PROVIDED WITH INSPECTION OF WEIGHT AND QUANTITY AND QUALITY AT THE TIME OF LOADING. CERTIFICATES SHALL BE PROVIDED BY SGS OR SIMILAR AUTHORITY AT SELLER'S EXPENSE AND SHALL BE BINDING FOR BOTH PARTIES. SELLER INSTRUCTS SUCH AUTHORITY TO CARRY OUT THE INSPECTIONS UNDER STRICT RULES AND IN ACCORDANCE WITH THE SPECIFICATIONS IN THE CONTRACT AND OR THE INTERNATIONAL CHAMBER OF COMMERCE RULES (INCOTERMS 2010 LATEST EDITION, WITH ALL AMENDMENTS).

C - BUYERS BANK SHALL USE EXACTLY THE VERBIAGE FOR SWIFT MESSAGES AS PROVIDED BY SELLERS BANK.

D - BUYER WILL RECEIVE ALL DOCUMENTS ISSUED BY SELLER AS ORIGINAL COPY.

#### **QUALITY AND QUANTITY INSPECTIONS**

- THE SELLER GUARANTEES THAT THE PRODUCT WILL CORRESPOND WITH THE SPECIFICATIONS AND MUST MEET THE INTERNATIONAL STANDARD PYTHON SANITARY INSPECTORS WITH SGS INSPECTION REPORT.

- QUALITY AND QUANTITY IS FINAL ACCORDING TO CERTIFICATE OF INSPECTION GIVEN BY PYTHON SANITARY INSPECTORS AND SGS COMPANY DURING TIME AND ON A PLACE OF INSPECTION OF THE GOODS IN THE MANUFACTURING PLANT OR IN THE PORT OF LOADING PRIOR TO SHIPMENT BY VESSEL.

- **ALL SGS AT LOADING AND UNLOADING PORT ARE UNDER THE PRESENT CONTRACT PAID BY THE SELLER.**

- THE BUYER HAS THE RIGHT TO MAKE OTHER INSPECTIONS ON HIS EXPENSES.

### **DELAYED DELIVERY AND PENALTY:**

A - SHOULD THE SELLER FAIL TO MAKE DELIVERY ON TIME AS STIPULATED IN THE CONTRACT, WITH EXCEPTION OF FORCE MAJEURE CAUSES SPECIFIED IN CLAUSE OF THIS CONTRACT, THE BUYER SHALL AGREE TO POSTPONE THE DELIVERY ON CONDITION THAT THE SELLER AGREES TO PAY A PENALTY WHICH SHALL BE DEDUCTED BY THE PAYING BANK FROM THE PAYMENT UNDER NEGOTIATION. THE RATE OF PENALTY IS CHARGED AT 0.2% FOR WEEK CALCULATED ON THE AMOUNT OF THE CURRENT DELIVERY OF THE GOODS INVOLVED IN THE LATE DELIVERY. THE PENALTY SHALL NOT EXCEED 2% OF THE TOTAL VALUE OF THE CONTRACT. IN CASE THE SELLER FAILS TO DELIVER TEN WEEKS LATER THAN THE TIME OF SHIPMENT STIPULATED IN THE CONTRACT, THE BUYER SHALL HAVE THE RIGHT TO CANCEL THE CONTRACT AND THE SELLER IN SPITE OF THE CANCELLATION, SHALL STILL PAY THE AFORESAID PENALTY TO THE BUYER WITHOUT DELAY.

B - IN THE EVENT THAT THE CONTRACT IS CANCELLED IN ACCORDANCE WITH CLAUSE 7.A. HEREIN IN ADDITION TO A PENALTY RISING UP TO 2% INCURRED IN RESPECT OF ANY OTHER DAMAGES AND ONLY FOR THE FIRST DELIVERY THE SELLER WILL REIMBURSE TO THE BUYER THE COSTS OF THE BANK CREATION OF THE DLC TO BE USED FOR PAYMENT OF THE PRODUCT AS PROVIDED FOR IN CLAUSE 3 HEREIN.

#### **OTHER TERMS:**

**A - THE SELLER WILL PAY ALL AND ANY TAXES AND DUTIES PAYABLE RELATING TO THE PERFORMANCE OF THIS CONTRACT UP TO THE POINT OF DELIVERY OF THE PRODUCT TO THE BUYER AT LOADING PORT.**

**B - AFTER TITLE IN THE PRODUCT HAS BEEN TRANSFERRED BY THE SELLERS BANK TO THE BUYER ALL TAXES OR LEVIES IMPOSED BY ANY COUNTRY OF DESTINATION FROM THE PORT OF LOADING HAVING ANY EFFECT ON THIS ARRANGEMENT ARE FOR BUYERS ACCOUNT AND HIS SOLE RESPONSIBILITY.**

#### **CONTRACTED QUANTITY:**

**THE TOTAL QUANTITY SHALL BE DETERMINED BY THE CERTIFICATIONS OF WEIGHT ISSUED BY THE SGS INSPECTION REPORT PREPARED TO THE BUYER ON THE INSTRUCTION OF THE SELLER AND BY THE BILL OF LADING OF THE SHIPMENT THAT WAS IN EFFECT DELIVERED TO THE BUYER.**

#### **DAMAGES:**

**WITH THE EXCEPTION OF LATE DELIVERY OR NON-DELIVERY DUE TO "FORCE MAJEURE" CAUSES, IF THE SELLER FAILS TO MAKE DELIVERY OF THE GOODS IN ACCORDANCE WITH THE TERMS AND CONDITIONS JOINTLY OR SEVERALLY OF THIS CONTRACT, THE SELLER SHALL BE LIABLE TO THE BUYER AND INDEMNIFY THE BUYER FOR ALL LOSSES, DAMAGES, INCLUDING BUT NOT LIMITED TO, PURCHASE PRICE AND PURCHASE PRICE DIFFERENTIALS, DEAD FREIGHT, DEMURRAGE, AND ALL CONSEQUENTIAL DIRECT OR INDIRECT LOSSES. THE BUYER SHALL NEVERTHELESS HAVE THE RIGHT TO CANCEL IN PART OR IN WHOLE OF THE CONTRACT. THE SELLER HAS THE RIGHT TO ASK THE BUYER FOR COMPENSATION FOR NON-RESPECT OF CONTRACT PROCEDURES. THE BUYER HAS THE RIGHT TO ASK THE SELLER FOR COMPENSATION FOR NON-RESPECT OF CONTRACT PROCEDURES.**

#### **FORCE MAJEURE:**

**A - THIS CONTRACT IS GOVERNED BY THE RULES/REGULATIONS OF THE INTERNATIONAL CHAMBER OF COMMERCE, LONDON, WITH REGARD TO FORCE MAJEURE CIRCUMSTANCES.**

**B - NEITHER OF THE CONTRACTING PARTIES WILL ANSWER FOR THE MISCARRYING OUT IN DUE TIME AND FOR THE IMPROPER TOTAL OR PARTIAL PERFORMANCE OF EITHER OBLIGATION HE MAY HAVE ON THE BASIS OF THIS PRESENT CONTRACT, IF THE MISCARRYING OR IMPROPER PERFORMANCE WERE CAUSED BY FORCE MAJEURE, AS ESTABLISHED BY LAW.**

**C - THE PARTY THAT INVOKES FORCE MAJEURE OUTSIDE OF NATURAL CAUSES, EARTHQUAKE, STORMS, OR FIRE THROUGH (ACT OF GOD), OR DECLARATION OF WAR, CIVIL WAR, MILITARY ACTION, GOVERNMENT EMERGENCY ACTIONS, STOP ORDER, STRIKE IS OBLIGATED TO LET THE OTHER PARTY KNOW ABOUT IT ON A PERIOD OF FIVE (5) DAYS, CONDITIONS PERMITTING, AND HAS TO TAKE ALL THE POSSIBLE MEASURES IN ORDER TO LIMIT CONSEQUENCES.**

**D - IF IN A PERIOD OF FIFTEEN (15) DAYS SINCE THE EVENT TAKES PLACE, THIS DOES NOT CEASE, THE PARTIES HAVE THE RIGHT TO ASK FOR REASONABLE COMPENSATION.**

### **DISPUTES AND ARBITRATION:**

THE SELLER AND THE BUYER WILL TRY TO SETTLE ALL DISPUTES AMICABLY. EITHER PARTY MAY SERVE NOTICE TO THE OTHER REQUIRING A DISPUTE TO BE SETTLED WITHIN (30) THIRTY DAYS AFTER SUCH NOTICE AND IF UNSETTLED TO REFER TO ARBITRATION IN ACCORDANCE WITH THIS CONTRACT. IN CASE PROBLEM SOLVING CANNOT BE DONE IN AN AMIABLE WAY, BOTH PARTIES AGREE TO ALLOW SOLVING BY THE INTERNATIONAL ARBITRATION ASSOCIATION CHAMBER, GENEVA, SWITZERLAND OR LONDON UNITED KINGDOM, WHERE ANY DISPUTE, CONTROVERSY, OR CLAIM ARISING OUT OF OR RELATING TO THIS CONTRACT, OR THE BREACH, TERMINATION OR INVALIDITY SHALL BE SETTLED BY ARBITRATION IN ACCORDANCE WITH THE ICC UNCITRAL ARBITRATION RULES AS AT PRESENT IN FORCE.

### **AUTHORITY TO EXECUTE THIS CONTRACT:**

THE PARTIES TO THIS CONTRACT DECLARE THAT THEY HAVE FULL AUTHORITY TO EXECUTE THIS DOCUMENT AND ACCORDINGLY TO BE FULLY BOUND BY THE TERMS AND CONDITIONS.

### **EXECUTION OF THIS CONTRACT:**

THIS CONTRACT MAY BE EXECUTED SIMULTANEOUSLY IN TWO OR MORE COUNTERPARTS VIA TELEX, FACSIMILE, OR ELECTRONIC E-MAIL TRANSMISSION, EACH OF WHICH SHALL BE DEEMED AS ORIGINALS AND LEGALLY BINDING.

### **LANGUAGE USED :**

ENGLISH LANGUAGE SHALL BE USED FOR ALL DOCUMENTS AND SERVICE PERTAINING TO THIS CONTRACT.

### **GOVERNING LAW:**

THIS CONTRACT SHALL BE GOVERNED IN ACCORDANCE WITH THE RULES/REGULATIONS OF THE INTERNATIONAL CHAMBER OF COMMERCE ICC AND INTERPRETED IN ACCORDANCE WITH THE INTERNATIONAL CHAMBER OF COMMERCE (ICC) AND THE UNITED NATIONS CONVENTION FOR THE SALE OF GOODS (UNCITRAL). IN THE EVENT OF INCONSISTENCY BETWEEN THIS CONTRACT AND THE PROVISIONS OF THE UN CONVENTION, THIS CONTRACT SHALL HAVE PRIORITY FOR THE PURPOSE OF ARTICLE 39 OF THE UN CONVENTION. FURTHER A REASONABLE PERIOD OF TIME SHALL BE DEEMED TO BE FIVE (05) INTERNATIONAL BANKING DAYS.

### **ASSIGNMENT:**

THIS AGREEMENT IS ASSIGNABLE AND TRANSFERABLE BY EITHER PARTY, AND ONLY WITH PRIOR A KNOW LODGMENT AND WRITTEN PERMISSION BY THE OTHER PARTY. THE BUYER HOLDS THE RIGHT, WITH THE WRITTEN CONSENT OF THE SELLER, TO APPOINT ANOTHER COMPANY WITHIN THE BUYERS GROUP TO ASSUME THE BUYERS POSITION IN THIS CONTRACT UNDER THE SAME CONDITIONS.

## **NON-CIRCUMVENTION AND NON-DISCLOSURE:**

**A - THE PARTIES ACCEPT AND AGREE TO THE PROVISIONS OF THE INTERNATIONAL CHAMBER OF COMMERCE, LONDON, UNITED KINGDOM FOR NON-CIRCUMVENTION AND NON-DISCLOSURE WITH REGARDS TO ALL AND EVERY ONE OF THE PARTIES INVOLVED IN THIS TRANSACTION AND CONTRACT, ADDITIONS, RENEWALS, AND THIRD-PARTY ASSIGNMENTS, WITH FULL RECIPROCATION FOR A PERIOD OF FIVE (5) YEARS FROM THE DATE OF EXECUTION OF THIS CONTRACT. THIS CLAUSE IS EXTENSIVE TO ALL SUBSIDIARIES AND OR AFFILIATED COMPANIES AND INCLUDES AND PROTECTS THE INTERMEDIARY COMPANIES, ACTING AS BROKERS. IT IS FURTHER AGREED THAT ANY INFORMATION OF BUYER AND SELLER CONTAINED IN THIS AGREEMENT IS TO BE HELD IN THE STRICTEST CONFIDENCE, AND ANY VIOLATION OF WHICH WILL RESULT IN THE IMMEDIATE CANCELLATION OF THIS AGREEMENT AND PAYMENT OF PENALTY OF 2% OF THE GROSS VALUE OF THE CONTRACT BY THE OFFENDING PARTY TO THE INJURED PARTY.**

**B - FOR THE AVOIDANCE OF DOUBT, THE PARTIES AGREE THAT THESE NON-CIRCUMVENTION AND NON-DISCLOSURE PROVISIONS EXTEND IN PARTICULAR TO THE IDENTITY AND MEANS OF CONTACT AND COMMUNICATION TO ANY EXIT BUYER INCLUDING ALL OFFICERS OF THE EXIT BUYER AND THE INTERMEDIARY BENEFICIARIES SET OUT IN THE IMFPA AND THEIR RELATIONSHIPS WITH THE EXIT BUYER.**

**C- THE SELLER AND THE BUYER ALSO PROTECT THE MANDATE OF SELLERS OR THE INTERMEDIARY (VIA) DESCRIBED ABOVE, AND / OR NOT MENTIONED IN THIS CONTRACT, BUT ATTRIBUTABLE AND RECOGNIZABLE IN THE SCO, FCO, AND ICPO, THE RIGHTS ACQUIRED IN THE COLLABORATION AND 'PROFUSE COMMITMENT.**

### **BREACH OF CONTRACT AND TERMINATION NOTICE:**

**IF ANY PARTY TO THIS AGREEMENT SHOULD MAKE UNAUTHORIZED CONTACT WITH THE BANK OF THE SELLER OR THE BUYER, SUCH CONTACT SHALL BE CONSIDERED INTERFERENCE WITH THE AGREEMENT AND SHALL AT THE OPTION OF THE BUYER OR THE SELLER, CONSTITUTE INVALID REASON TO TERMINATE THIS AGREEMENT. THE INTERFERING PARTY WILL BE CHARGED WITH THE LOSS OF PROFITS IN THIS TRANSACTION BY THE INJURED PARTY WHO WILL BE ENTITLED TO FILE LEGAL PROCEEDINGS AGAINST THE**

### **APPLICABLE LAWS AND DEFINITIONS:**

**THIS CONTRACT SHALL BE GOVERNED BY AND DONE ACCORDING TO THE RULES OF THE INTERNATIONAL CHAMBER OF COMMERCE (LONDON, UNITED KINGDOM) AND SUBJECT TO THE INTERPRETATION OF INCO TERMS 2010 EDITION AND AS AMENDED TO APPLY. IN WITNESS THEREOF, BOTH PARTIES HAVE CAUSED THIS AGREEMENT TO BE SIGNED AND EXECUTED BY THEIR AUTHORIZED REPRESENTATIVES AND HAVE THEREBY UNDERSTOOD, AGREED AND ACCEPTED THE TERMS AND CONDITIONS SO STATED HEREIN WITH SIGNATURES AFFIXED BELOW ON THE FIRST DATE ABOVE WRITTEN.**

### **NOTE :**

**NEITHER SELLER NOR BUYER SHALL CANCEL THIS CONTRACT UPON RECEIVING THE SIGNED, SEALED AND LOCKED IN PDF CONTRACT WILL BE DEEMED AS ORIGINAL, IN THE CASE OF CANCELLATION OF THIS CONTRACT BY EITHER SELLER, EITHER PARTY WHO CANCELS THE CONTRACT SHALL PAY TO OTHER PARTY THE AMOUNT OF 2% OF TOTAL CONTRACT VALUE.**



**SHIPPING DOCUMENTS:**

SIGNED COMMERCIAL INVOICE (INCLUDING PACKING DETAILS)  
BILL OF LADING,  
SGS CERTIFICATE OF QUALITY  
SGS CERTIFICATE OF QUANTITY  
SGS CERTIFICATE OF ORIGIN –  
PHYTON SANITARY CERTIFICATE  
NO RADIOACTIVE CERTIFICATE  
STATEMENT OF PRODUCTION DATE,  
CERTIFICATE HACCP  
KOSHER, HALAL, EUR 1 CERTIFICATES, IF REQUIRED FROM THE BUYER

**BUYERS AND BROKERS ARE ADVISED WHEN DESCRIBED HERE.**

THE FINAL CONTRACT ON SELLER LETTERHEAD PAPER

**IT WILL BE SENT BY BROKER ONLY AFTER RECEIVING ALL DOCUMENTS DESCRIBED ABOVE.**

THE SBLC MT 760 AS A GUARANTEE, **AND THE PAYMENT AT PORT WITH MT 103 WILL BE ADDRESSED TO THE FINAL SELLER WHO SENT THE CONTRACT**, AND THE ACCOUNT IS EXCLUSIVELY ADDRESSED TO THE FINAL SELLER THAT APPEARS IN THE CONTRACT AND ON THE PROFORMA INVOICE

BEST REGARDS

SELLER/ SELLER MANTATE.  
STAMP

BUYER FOR ACCEPTANCE SIGN AND

**WARNING :**

**CLARIFICATION FOR THE REQUEST TO THE BANK BY THE BUYER WHO GOES TO REQUEST BCL TO BE SENT TO BROKER TOGETHER WITH THE ICPO.**

1- THE BUYER SENDS THE SIGNED FCO TO THE BROKER AND / OR

2- THE BUYER FILLS IN THE NAME OF \_\_\_\_\_ / FINAL SELLER WITH THE SAME AND IDENTICAL NUMBER OF THE FCO SIGNED AND ALREADY SENT TO THE BROKER / \_\_\_\_\_ ON IT

3- THE BUYER GOES TO THE BANK AND GETS THE BCL DONE, WITH THE SAME NUMBER AS HIS ICPO (AND WRITTEN IN THE BCL SAMPLE)

4- THE BUYER SENDS TO THE BROKER / \_\_\_\_\_ ICPO WITH BCL

5- THE SELLER THROUGH \_\_\_\_\_ / BROKER SENDS THE PURCHASE CONTRACT.



**SAMPLE BANK COMFORT LETTER (BCL) CONFIRMATION OF FUNDS CERTIFICATE (TO BE COMPLETED ON BUYER'S BANK LETTERHEAD) BCL.**

Bank name: \_\_\_\_\_ Address: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

Swift: \_\_\_\_\_ Telex: \_\_\_\_\_ Routing #: \_\_\_\_\_

Account Name: \_\_\_\_\_ Account Number: \_\_\_\_\_

We, the undersigned Bank Officers, hereby confirm with full responsibility that the amount of US\$ \_\_\_\_\_ (United States Dollars \_\_\_\_\_) is reserved in this bank at the request of (buyer's name) \_\_\_\_\_ for the finalization of contract for the purchase of (product) \_\_\_\_\_ **irrevocable corporate purchase order (ICPO) Number: \_\_\_\_\_ suitable for the consequent contract with the seller.**

These funds are available for the purchase of the above identified product. In this regard the funds can be converted into a Confirming, Revolving, Divisible, Irrevocable, transferable, Fully transferrable and callable Letter of Credit with a top 50 Prime World Bank Payment Guarantee.

This information may be verified on a Bank-to-Bank basis via swift message MT 799.

In issuing this statement, the bank recognizes their liability in accordance with the terms of the contract should it proceed.

1. This is to confirm that our mutual clients \_\_\_\_\_ (name of the buyer) \_\_\_\_\_ maintain a banking account no. \_\_\_\_\_ with us.
2. At their instructions we, \_\_\_\_\_ name of the Bank \_\_\_\_\_ with full authority and mandate hereby confirm that the said clients are willing and financially able to initiate the process of purchasing of \_\_\_\_\_ quantity \_\_\_\_\_ tones of \_\_\_\_\_ product name \_\_\_\_\_ for the price of \_\_\_\_\_ price/mt \_\_\_\_\_ during the next \_\_\_\_\_ months duration \_\_\_\_\_ and for the total value of \_\_\_\_\_ us\$ \_\_\_\_\_.
3. We certify that our clients named above have sufficient funds and/or have credit line with our bank to complete the proposed transaction within the time period shown above.
4. Our clients hereby give authority to the Sellers to procure usual banker's references, our bank officer \_\_\_\_\_ Mr./Mrs. \_\_\_\_\_ name \_\_\_\_\_ direct phone no. \_\_\_\_\_ is already instructed to cooperate with your inquiry.

Bank Officer #1

Bank Officer #2

Full Name / Title

Full Name / Title

Email

Email

STD & ISD Numbers

STD & ISD Numbers

Bank Seal

# 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: 1

BANK OFFICER : 2

**PLEASE IS ACCEPTED ONLY TOP 50 WORLD BANKS**

# DRAFT SWIFT MT760 SBLC FROM THE ISSUING BANK TO THE RECEIVING BANK

(TEXT MAY BE CHANGED BUT ESSENTIAL UNDERTAKING MUST REMAIN THE SAME)

SENDER BANK NAME:

BANK ADDRESS: BANK TEL:

BANK FAX:

BANK OFFICER NAME: SWIFT CODE: ACCOUNT NAME:

ACCOUNT NO:

TO BANK NAME:

BANK ADDRESS:

BANK TEL:

BANK FAX:

BENK OFFICER NAME:

SWIFT CODE:

ACCOUNT NAME:

ACCOUNT NO:

TRANSACTION CODE:

BG/SBLC NO:

CURRENCY:

AMOUNT:

ISSUING DATE:

MATURITY DATE:

WE HEREWITH OPEN OUR BANK STANDBY LETTER OF CREDIT NO.

AS FOLLOWS:

FOR THE VALUE RECEIVED, WE, THE UNDERSIGNED, [ISSUING BANK], HEREBY ISSUE WITH FULL BANK RESPONSIBILITY OUR IRREVOCABLE, UNCONDITIONAL, TRANSFERABLE, DIVISIBLE, AND CALLABLE WITHOUT PROTEST OR NOTIFICATION AND PROMISE TO PAY AGAINST THIS BANK STAND BY LETTER OF CREDIT THE BENEFICIARY ,

ACCOUNT NUMBER: --.

THE BEARER OR HOLDER THEREOF, AT MATURITY, THE SUM OF -----ON EURO € / USD IN THE LAWFUL CURRENCY OF EUROPEAN UNION, UPON PRESENTATION AND SURRENDER OF THIS BANK STANDBY LETTER OF CREDIT AT THE COUNTERS OF BANK SUCH PAYMENT SHALL BE MADE WITHOUT SET-OFF AND FREE AND CLEAR OF ANY DEDUCTIONS, CHARGES, FEES, OR WITHHOLDING OF ANY NATURE PRESENTLY OR IN THE FUTURE IMPOSED, LEVIED, COLLECTED, WITHHELD OR ASSESSED BY THE GOVERNMENT OF [COUNTRY OF ISSUE] OR ANY POLITICAL SUBDIVISION OR AUTHORITY AND THEREIN AND THEREOF. THIS BANK STANDBY LETTER OF CREDIT IS DIVISIBLE, ASSIGNABLE, TRANSFERABLE, CALLABLE AND NEGOTIABLE WITHOUT PRESENTATION OF IT TO US AND WITHOUT THE PAYMENT OF ANY TRANSFER FEE OR CHARGES.

WE FURTHER CONFIRM THAT THIS MT-760 BANK STANDBY LETTER OF CREDIT IS AN OPERATIVE INSTRUMENT AND HERBY IN FAVOUR OF

THIS BANK STANDBY LETTER OF CREDIT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE INTERNATIONAL LAWS AND [COUNTRY OF ISSUE] AND THE UNIFORM CUSTOMS AND PRACTICE

FOR BANK GUARANTEE AS SET FORTH BY THE INTERNATIONAL CHAMBER OF COMMERCE, UNIFORM RULES FOR DEMAND GUARANTEES, (ICC PUBLICATION NO.600).

THIS IS AN OPERATIVE INSTRUMENT AND NO MAIL CONFIRMATION WILL FOLLOW.

FOR AND ON BEHALF OF (ISSUING BANK).

AUTHORIZED SIGNATORY AUTHORIZED SIGNATORY BANK OFFICER TITLE/PIN

BANK OFFICER 1:

BANK OFFICER 2:

# **TECHNICAL SPECIFICATION**

## **REFINED SUNFLOWER OIL**

Type: Refined, Winterized, Deodorized, Bleached.

Standards: Conform to European Norm CEN/TC 307 or Standard of production country, and International Standard Organization ISO/TC 34/SC11, International Food Standards of United Nations and FAO Codex Alimentarius CODEX STAN 210-1999 Standard for Named Vegetable Oils.

Quality: Fit for human consumption, free from foreign matter, any other oil or animal fats.

Color: Light yellow, clear and transparent.

Odor: Neutral odor, without an artificial odor additive.

Visibility: Without any deposition and blurriness.

Taste: Neutral, without an artificial taste, free from rancidity or any strange or bad taste and smell.

Shelf Life: 24 months

Physical and Chemical Analysis Values:

(The values may vary within standards)

Acidity (Free Fatty Acid): 0,3 maximum.

Peroxide Value (meq O<sub>2</sub> / kg Oil) at End of Expiry Date: 8,0 maximum.

Peroxide Value (meq O<sub>2</sub> / kg Oil) at Production Date: 1,0 maximum.

Iodine Value (WIJS): 118 - 141

Moisture and Volatile Matter (% at 105oC): 0,2 maximum.

Saponification Value (mg KOH / g oil): 188 - 194

Unsaponifiable Substances (%): 1,5 maximum.

Insoluble Substances in Fat Solvent (%): 0,05 maximum.

Refractive Index (at 40oC): 1,461 - 1,468

Specific Weight (g at 20oC): 0,910 - 0,925

Soap Content (%): 0,005 maximum.

Amount of Phosphorous: Maximum 5 ppm.

Remains of Solvent: None.

Heavy Metal Analysis:

Mercury (Hg): 0,02 mg / kg maximum.

Cadmium (Cd): 0,02 mg / kg maximum.

Arsenic (As): 0,05 mg / kg maximum.

Copper (Cu): 0,1 mg / kg maximum.

Lead (Pb): 0,1 mg / kg maximum.

Iron (Fe): 1,5 mg / kg maximum.

Zinc (Zn): 5 mg / kg maximum.

Nutrition Facts in 100 gram:

Energy: 829 kcal / 3400 kjoule

Total Fats: 100 g

Protein: 0 g

Carbohydrate: 0 g

Cholesterol: 0 g

Vitamine: The product does not contain any added vitamine.

GMO: Free from Genetically Modified Organisms (GMO).

X-Ray Contamination Level: Meets requirements Euratom 3954 / 87.

Halal Nutrition (Islam): Meets requirements.

Kosher Meats (Jewish): Meets requirements.

Vegan or Full Vegetarian: Meets requirements.

Lacto Vegetarian: Meets requirements.

Ovo - Lacto (Egg - Milk) Vegetarian: Meets requirements.

**PRODUCT NO GMO**

# CRUDE SUNFLOWER OIL

## **SPECIFICATION CRUDE SUNFLOWER OIL TYPICAL**

### **VALUES**

SPECIFIC GRAVITY ( AT 20 C°), G/CM <sup>3</sup>	0,918 – 0,923
REFRACTIVE INDEX ( AT 40 C°)	1,461 – 1,468
SMOKE POINT, C°	MIN±10C°
FLASH POINT, C°	MIN±10C°
COLOUR	RED ( ON LOVIBOND CELL )
CONSISTENCY	LIQUID VISCOUS +20C°

### **SPECIFIC FOR THIS**

ODOUR, TASTE PRODUCT

**QUALITY AND FOOD SAFETY** MAX

### **PARAMETER**

PEROKSIDE VALUE, MEQ.O2/KG	15
MOISTURE AND VOLATILE SUBSTANCES, %	0,2
ACID VALUE, MG KOH/G	0,4
JODINE VALUE, GJ2/100G	118 - 141
INSOLUBLE IMPURITIES, %	0,05
SOAP CONTENT, %	0,005
SOAPONIFICATION VALUE, MG KOH/KG	188 - 194
UNSOAPONIFICATION MATTERS, %	< 15

### **TYPICAL FATTY ACID**

### **COMPOSOTION**

C 14:0	< 0,2
C 16:0	5,0 – 7,6
C 18:0	2,7 – 6,5
C 18:1	14,0 – 39,4
C 18:2	48,3 – 74,0
C 18:3	< 0,3
C 20:0	0,1 – 0,5
C 20:1	< 0,3
C 22:0	0,3 – 1,5

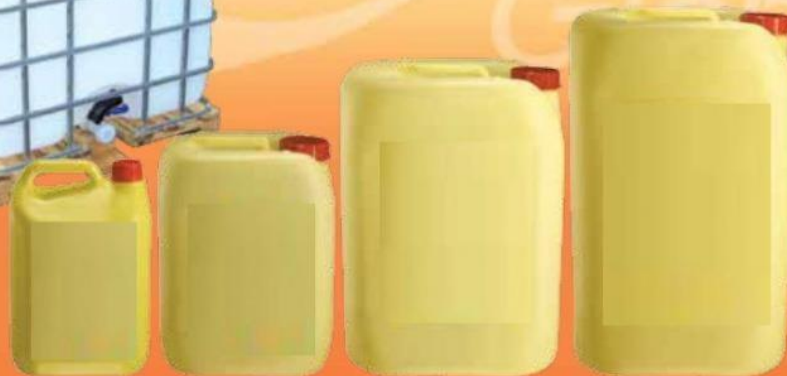
# LOGISTIC QUANTITIES FOR VARIOUS PACKINGS



Flexi-tank



IBC



\*(container 9 ft high)

Tank-container

Packing sizes vegetable oils	Number of bottles/cans per carton	Number of cartons/cans per pallet (100x120/ Europallet 80x120)	Number of cartons/cans/drum per hand-loaded 20 ft container	Number of litres per hand-loaded 20 ft container
1 Ltr PET-bottle	15 x 1	65/50	1.400	21.000
1 Ltr PET-bottle	12 x 1	102/78	1.746	20.952
2 Ltr PET-bottle	4 x 2	110/90	2.266	18.128
3 Ltr PET-bottle	4 x 3	88/72	1.701	20.412
5 Ltr PET-bottle	4 x 5		882	17.640
5 Ltr Jerry Can	4 x 5	55/-	1.000	20.000
10 Ltr Jerry Can	-	100/80	2.200	22.000
15 Ltr Can-In-Box	1	48/36	only truck/40ft	only truck/40ft
17 Ltr Jerry Can	-	48/-	1.398	23.766
20 Ltr Can-In-Box	1	56/36	only truck/40ft	only truck/40ft
20 Ltr Jerry Can	-	60/45	1.190	23.800
25 Ltr Jerry Can	-	48/36	980	24.500
210 Ltr Drum	-	4	100	21.000
1000 Ltr IBC	-	1	* 20	20.000
Tank Container				25.000
Flexi-Bag				23.000