

POULTRY PRODUCTS

CHICKEN PARTS from JBS – SEARA BRAZIL SOFT CORPORATE ORDER



We _____ undersigned, as Chairman of _____ with full corporate and legal responsibility and authority under penalty of perjury, hereby, place this Soft Corporate Offer (SCO) of herewith named products according to the following terms and conditions:

Commodity:	Frozen chicken Paw-Grade A:
Monthly shipment:	<p>** 1). For Paw: 20 RFLC/ 40 Ft Containers x 27 MT Each</p> <p>** 2). For MJW: 20 RFLC / 40 Ft Containers x 27 MT Each</p> <p>** 3). For Feet: 20 RFLC / 40 Ft Containers x 27 MT Each</p>
Total Quantity :	<p>Amount: For Paw: 240 RFLC/ 40 Ft Containers (6,480MT)</p> <p>For MJW: 240 RFLC/ 40 Ft Containers (6,480MT)</p> <p>For Feet: 240 RFLC / 40 Ft Containers (6,480MT)</p>
Unit Price: CIF Port of China. (Annex: 4: Seller Product SCO Price List):	<p>** 1). Paws: US\$ 3,000.00/MT per ton.</p> <p>** 2). MJW: US\$ 2,975.00/MT per ton.</p> <p>** 3). Feet: US\$ 2,975.00/MT per ton.</p>
Payment Terms: L/C & RDLC + MT103.	Buyer issued Irrevocable, transferable, or Non-transferable 100% DLC + MT103 at sight and RDLC + MT103 or Monthly value (MT700).
Guarantee by PB 2%.	The Seller after receiving Swift MT700 L/C and confirm, then within (7) Working days send to Buyer.
Payment after inspection at loading port.	Payment MT103 after full set of shipping documents at loading port and SGS inspection.
Contract Period:	12/Months. /R & E. (Each can be extended for three years)
Destination Port:	Any port of China
MOQ	20 FLC x 12 months, per one or more products non-Trial . (For the third month and thereafter, it is possible to increase the number of containers to possibly up to 60 per month, but this will be negotiated, after the first order is delivered, as an annex to this contract).

*****: CIF– TERMS & TRANSACTION PROCEDURE:**

- 1). Seller or seller's mandate issued this Soft corporate offer (SCO) to the Buyer.
- 2). End buyer issued irrevocable corporate purchase order (ICPO) with this sop in writing, with details of the bank account that will issue the DLC & payments and with a ICPO of the company certificate.
- 3). The seller issues a draft contract within 96 hours, electronically sending a draft-only sale and purchase agreement (SPA) to the buyer for approval and digital signature. Buyer makes any necessary amendments or approvals and digitally signs the SPA.

4). Buyer initials at the bottom of each page, signs and stamps the last page and return to the Seller in Word format. The Seller signs the final contract and address for electronic transmission to the Buyer in PDF format joined by the Performa invoice in PDF signed return.

5). **Annual Contract:** After the seller bank confirms and verifies the DLC. Then start arranging shipment to the seller within 30 working day.

6). After that the buyer will issue an irrevocable, transferable, **or Non-Transferable 100% revolving documentary letter of credit** + MT103. And equal to 1 month's shipment value of the products within the contract period. And cover as planned to be able to load each batch goods.

7). Seller's Within 10 Banking days after confirmed above Irrevocable, Transferable or non-Transferable 100% DLC +MT103 (MT700), The Seller's Bank will issue Performance bond (PB) 2% of the value of 20 containers by Swift to the Buyer's Bank.

8). Once all payment instruments are duly accepted and fully operative, pre-shipment procedures of the Product will commence. Shipments will be made according to instructions transmitted by shipping company and shared by Seller to Buyer's representative.

9). After the completion of shipment sail. The seller sends the bill of lading and all documents required by the commercial invoice from the seller's bank to the buyer and the buyer's bank. Buyer's bank shall pay the amount of each shipment to Seller's bank against presentation of the documents.

10). The Buyer's payment: When the buyer and the bank receive the bill of lading and all required documents, transfer the payment via TT (MT 103) to the seller's bank account within 3 days. Seller and sends all copies of documents to Buyer via sending e-mail service.

11). Difference settlement: On the CCIC inspection report at the discharge port. If there is a difference +_5%. both parties agree to re-inspect by a third-party inspection company. When the difference is +_5%, both parties agree to "refund more and make up less". Inspection fees: To be paid by the different party.

For and on behalf of Seller.

Commission's **US\$ 60.00 MT** 30.00 Seller side (Closed) 30.00 Buyer side (Open)

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

Either Party may request hard copy of any document that has been previously transmitted by electronic means provided however, that any such request shall in no manner delay the parties from respecting their obligations and duties under EDT instruments.

•ANNEX:1 /SPECIFICATION OF THE PRODUCT:

• GENERAL SPECIFICATIONS OF FROZEN CHICKEN PAWS:

- Origin: Brazil
- Grade "A"
- Halal processed Fresh and clean
- No yellow skin
- No bad smell
- No feather
- No bruises
- No ammonia burns
- No excessive blood stain
- Broken boneless than 1 %
- Moisture content less than 3 %
- Freezing process BQF (Block Quick Frozen)
- Blast frozen at -40°C
- Stocked and transported at - 18°C
- Shelf life 12 months
- Average weight 25 gr m or above / pieces
- Average length 11-12 cm / pieces
- Certification HACCP. HALAL, ISO
- Packing 10-15 kgs carton box Vacuum
- Factory labels on boxes in English and China



•ANNEX:2 /SPECIFICATION OF THE PRODUCT:

- **SPECIFICATION OF FROZEN CHICKEN MID JOINT WINGS (MJW):**
- Origin: Brazil
- Grade "A"
- Halal processed Fresh and clean
- No yellow skin
- No bad smell No feather
- No bruises No ammonia burns
- No excessive blood stains Broken boneless than 1 %
- Moisture content less than 3 %
- Freezing progress BQF (Block Quick Frozen)
- Blast frozen at -40? C
- Stocked and transported at -18? C
- Shelf life 24 months
- Average weight 30 gram up, length 7-11 cm
- Certification HACCP, HALAL, ISO
- Packing 20 kgs carton box Vacuum
- Factory labels on boxes in English and Chinese.



ORGANOLEPTIC CHARACTERISTICS: Its color is a dark red quite characteristic of the cut. With a layer of fat that is not very pronounced in color beige. Its texture is firm and tend.