

CONTRACT NUMBER: xxxxxxxxxxxxxxxx

THE CONTRACT PRICES AND CONDITIONS ARE VALID FOR FIFTEEN (15) INTERNATIONAL BANKING DAYS FROM DATE DRAFT CONTRACT IS ISSUED. THIS AGREEMENT IS MADE AND ENTERED INTO, XXXXXXXX^t, 2006 BY AND BETWEEN:

SALE AND PURCHASE AGREEMENT CONTRACT:

This Agreement is for the Sale and Purchase of Refined Sugar Cane ICUMSA 45, between:

THE SELLER:

Company:	
Commercial	
Address:	
Legal Address:	
Represented by:	
Title:	
Telephone:	
Telefax:	
E-Mail:	

And:

The BUYER:

Company:	xxxxxxxxxxxxxxxxxxxxxxxxxxxx
Address:	xxxxxxxxxxxxxxxxxxxxxxxxxxxx
City:	
Country:	
Telephone:	
Fax:	
Signatory Name:	
Title:	
E-Mail:	

Whereas: the Seller, with full corporate authority to sell makes an irrevocable firm commitment under penalty of perjury to sell and deliver 12.500 MT (+/- 5%) Refined Sugar Cane ICUMSA 45. The Seller hereby certifies and warrants that he can fulfill the requirements of this agreement and provide the product herein mentioned in a timely manner and under the terms specified and agreed upon by the signatories hereinafter;

Whereas: the Buyer hereby agrees and makes an irrevocable firm commitment under penalty of perjury to purchase 12.500 MT (+/-5%) Refined Sugar Cane ICUMSA 45 as per Buyer's instructions;

Whereas: the Seller and the Buyer agree to honour this contract under the following terms and conditions:

Initial Seller

Initial Buyer

Example of Trade Contract**CLAUSE 01 – ORIGIN:**

The origin of the Refined Sugar Cane ICUMSA 45 shall be Brazil.

CLAUSE 02 – PRODUCT QUALITY AND SPECIFICATIONS:

The representative of SGS at the port of loading shall confirm the product quality, in charge and in cost of the SELLER, conforms to the following specification:

SUGAR STANDARDS & SPECIFICATIONS: REFINED WHITE CANE SUGAR ICUMSA 45
Specifications:

- ICUMSA: 45 RBU MAX.
- Polarization: 99.8% min.
- Moisture: 0.04% max.
- Ash content: 0.04% max.
- Granulation: Fine.
- Color: Sparkling white
- Radiation: Normal W/0 presence of Cesium/Iodine
- Solubility: 100% dry and free flowing
- Crop: 2006
- Max As: 0.50 ppm
- Max Ps: 1 ppm
- Max Cu: 2 ppm

CLAUSE 03 – PACKING PRODUCT:

The product will be packed in 50 Kg new polypropylene bags with polyethylene lining. Bags will be labeled in English language with the company name, marking net weight, validity, product and country of origin. 2.0% extra bags are supplied free of charge at seller's cost for all shipments.

CLAUSE 04 – PAYMENT INSTRUMENT:

By Irrevocable, Transferable, Unconditional, Divisible, Confirmed, Fully Funded Documentary Letter of Credit, issued for the amount of USD\$ **XXXXXXXX** in favor of the Seller, for the TOTAL CONTRACT QUANTITY, issued or Confirmed by a “PRIME WORLD BANK”, payable 100% at sight against shipping documents.

CLAUSE 05– QUANTITY:

Total quantity of the contract is 12,500 MT (+/-5%) five percent.

CLAUSE 06 – DELIVERY SCHEDULE:

The total quantity of **12,500 MT (+/-5%)** will be delivered in one **(1)** shipment of **12,500 MT (+/- 5%) as per Buyer shipping schedule**. Delivery to start not later than 28-35 WORKING days, after receipt and acceptance of the operative payment instrument by the Seller’s Bank. Any delay on the sugar delivery, unless for force majeure reason, will automatically be charged to the seller; the Seller will pay the Buyer as penalty the amount of US\$ 1,000.00 for each day the delivery is delayed; payment will be effected against Buyer’s invoice within fourteen days.

CLAUSE 07 – DESTINATION:

- The shipment will be effected CIF XXXX Port, (ASWP)

CLAUSE 07-A-PERFORMANCE BOND AND PROOF OF PRODUCT:

Initial Seller

Initial Buyer

Example of Trade Contract

The seller's bank would post an operative performance bond for 2% of the LC value and a proof of product bank to bank within 12 INTERNATIONAL banking days from the receipt of operative LC in the seller's bank. If this proof of product and performance bond is not received within this time period, **the Seller will be liable for penalty as per Article 6.**

CLAUSE 07-B-SHIPMENT DATE:

If the shipment does not move within 28 to 35 WORKING days of receipt of operative LC in the seller's bank, UNLESS FORCE MAJOR, then the LC would stand null and void and the performance bond would be claimed.

CLAUSE 08 – PRODUCT DOCUMENTATION:

The shipment departure will be within 28-35 days after the bank to bank confirmation of the payment instrument by the Seller's bank,

- 1) COMMERCIAL INVOICE: ISSUED BY THE SELLER IN 1 ORIGINAL, 3 COPIES
- 2) OCEAN BILL OF LADING: THE SELLER SHALL PROVIDE A FULL SET (3/3) CLEAN ON BOARD OCEAN BILL OF LADING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF SHIPPING LINES, SIGNED BY THE MASTER AND SHOWING VESSELS STAMP AND SHOWING CLEAN ON BOARD. THIS BILL OF LADING SHOULD BE DATED NOT LATER THAN , MARKED FREIGHT PREPAID, MADE OUT TO THE ORDER OF BANK XXXXXX, NOTIFY XXXXXXXXXXXXXXXX.
- 3) PACKING LIST: ONE ORIGINAL AND THREE COPIES ISSUED DECLARING GROSS WEIGHT AND NET WEIGHT, NUMBER OF UNITS AND THE BILL OF LADING NUMBER.
- 4) SGS QUALITY CERTIFICATE: CERTIFIED AS PASS BY SGS IN PRINCIPAL ONLY, ISSUED AT THE PORT OF LOADING IN ONE ORIGINAL AND THREE COPIES.
- 5) SGS WEIGHT CERTIFICATE: ISSUED AT LOADING PORT, ONE ORIGINAL AND THREE COPIES.
- 6) CERTIFICATE OF ORIGIN: ISSUED BY CHAMBER OF COMMERCE AND INDUSTRY OF THE COUNTRY OF EXPORT IN ONE ORIGINAL AND THREE COPIES.
- 7) CHARTER PARTY AGREEMENT: COPY DULY SIGNED COVERING THE SHIPMENT.
- 8) NON-RADIOACTIVE CERTIFICATE: ONE ORIGINAL AND THREE COPIES ISSUED BY DESIGNATED AUTHORITY IN THE COUNTRY OF ORIGIN.
- 9) PHYTOSANITARY CERTIFICATE: ONE ORIGINAL AND THREE COPIES CERTIFICATE OF FUMIGATION ISSUED BY THE GOVERNMENT AUTHORITY IN THE COUNTRY OF ORIGIN.
- 10) INSURANCE CERTIFICATE: ISSUED BY LLOYDS OF LONDON OR EQUIVALENT INSURANCE COMPANY, LISTING THE BUYER AS THE BENEFICIARY COVERING 110% OF THE VALUE OF THE CARGO COVERING ALL POSSIBLE EVENTS THAT COULD RESULT IN DELAY OF DELIVERY, LOSS OR DEPRECIATION OF QUANTITY, QUALITY OF THE GOODS.
- 11) SHIPPING COMPANY STATEMENT: ONE ORIGINAL AND 2 COPIES CERTIFYING THAT THE AGE OF THE VESSEL DOES NOT EXCEED TWENTY YEARS.

CLAUSE 09 – WEIGHT AND QUALITY:

The Seller guarantees that each delivery of 100% Refined Sugar Cane ICUMSA 45 will be provided with an inspection certificate of weight and quality at the time of delivery. Commodity

Initial Seller

Initial Buyer

Example of Trade Contract

shall be inspected at the place of loading/shipment by (SGS) at Seller's cost. SGS shall issue an inspection certificate of quality and quantity to certify that the inspected goods are in good order and condition, and to certify that the inspected goods are in accordance with the specification set forth in CLAUSE 02 of this contract.

BUYER WILL INSPECT THE CARGO SHIPMENT, INCLUDING BAGS AND DOCUMENTS, AT LOADING PORT AND WILL ACCEPT IT BEFORE VESSEL START LOADING. UPON VESSEL'S SAILING, SELLER WILL NOT ACCEPT ANY FURTHER CLAIM. ANY CLAIM FOR DAMAGES DURING TRANSPORTATION ARE FULLY COVERED BY INSURANCE AND BUYER WILL SETTLE ANY CLAIM WITH INSURANCE COMPANY. Buyer would organize extra security personals on board the vessel on his expense. These personals would travel with the vessel from the port of loading till the port of destination.

CLAUSE 10-PRODUCT SALE:

Total Quantity:

12,500 MT (+/-5%)

Price: USD\$ XXXX / MT CIF

Contract Value:

USD\$ xxxxxxxxxxxxxxxxxxxxxx

CLAUSE 11 - BANKING INFORMATION:

SELLER'S BANK Details:

BANK: ADDRESS: HOLDER: ACCOUNT N°: SWIFT: TELEPHONE: Fax: BANK OFFICER
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Seller reserves the right of changing bank's account notifying the Buyer within 72 Hours before L/C issuance.

BUYER'S BANK Details:

Bank Name: Address: City & Country:

Initial Seller

Initial Buyer

Example of Trade Contract

Account Name:
Account N°:
Swift:
Bank Officer:
Telephone:
Facsimile:
Bank E-mail:

CONFIRMING BANK:

Bank Name:
Address:
City & Country :
Account # :
Account Name :
Swift :

All confirming bank details to be incorporated in the LC prior to application of the LC by the buyer in his bank, Confirming bank should be a prime bank.

CLAUSE 12 - PROCEDURES:

- 1) Seller issues FCO to be signed and returned by the buyer.
- 2) Upon receiving signed FCO, Seller forwards the Draft Contract for Buyer review and approval.
- 3) Seller and Buyer exchange sign and seal hard copies of the contract in (4) originals..
- 4) Buyer and Seller each keep two (2) originals.
- 5) Buyer issues Operative of Letter of Credit.
- 6) Seller issues an Operative Performance Bond of 2% (text attached, appendix N°1) and proof of product and sends it bank to bank to the buyer's bank.
- 7) Shipment starts not later than **28-35 WORKING** days after the acceptance of the payment instrument by the Seller /Seller's Bank.

CLAUSE 13 - TERMS OF TRANSPORT:

The vessel's master is to advise the Buyer's agent at port of discharge the vessel's name, date of arrival, vessel capacity, number of hatches / number of cargo chambers, quantity loaded per cargo chamber and the particulars of the vessel's readiness to effect cargo operations through all hatches. The vessel's master shall give twenty (20) days and seven (7) days provisional notice and 72, 36 and 24 hours final notice of the vessel's estimated time of arrival at port of destination to the Buyer's agent at the port of discharge. Such notices shall be effected during normal business hours and whether in berth or not. Lay time shall commence from 1.00 PM if vessel notice of readiness to discharge is given prior to noon and from 8.00 AM of the next working day if notice is given after noon. If the port is congested, then lay time is to commence twenty-four (24) hours after notice of readiness is given.

CLAUSE 14 – DISCHARGE, COSTS AT PORT OF DESTINATION AND DEMURRAGE:

The Buyer is responsible for the product discharge. The average discharge rate shall be 1,000 MT minimum, per weather working day of twenty-four (24) hours. The times from 5.00 PM hours on Saturday to 08.00 hours on Monday and from 17.00 hours on the day proceeding to 08.00 AM hours on the day succeeding any holiday are excluded even if used.

Initial Seller

Initial Buyer

Example of Trade Contract

Should the vessel be required to shift from one berth for another port of discharge, then the time used shifting shall be for Buyer's account. In the event lighting is required at the port of discharge, said expenses are for the Buyer's account. It is agreed that the demurrage or speed of dispatch be settled by the Buyer and the Seller within fourteen (14) days from receipt of the vessel's master invoice.

Demurrage and dispatch at destination port shall be as per port charges per day.

The demurrage and dispatch money will be paid against notice signed by the Owner or Master of the vessel and also against presentation of a written accounting or actual statement of the facts within fourteen (14) days as given afore.

Discharge due to Buyer or their cargo receiver failure to arrange or complete these formalities the Buyer must pay the demurrage and any other associated costs, including but not limited to shifting costs incurred to the Seller/Vessel's Owner before discharging can recommence.

Buyer shall bear all costs at port of destination for insurance, demurrage at discharge port, dispatch duties, taxes and other payments levied against the cargo and respective handling and discharge costs by the port authorities or Government agencies in country of destination to which the goods are delivered.

CLAUSE 15 - PRODUCT INSURANCE:

Insurance will be covered by the Seller at his cost and expense, with the Buyer as one of the insured parties, covering All Risks for not less than 110% percent of the invoice value, to its destination, CIF-aswp (FREE OUT). Insurance should be from Lloyds of London only.

CLAUSE 16 - FORCE MAJEURE:

Neither party to this contract shall be held responsible for breach of contract caused by an act of God, insurrection, civil war, military operations, or local emergencies. The parties do hereby accept the International Provision of "Force Majeure" as published by the ICC.

CLAUSE 17 - CONTRACT ARBITRATION:

All disputes and disagreements, which may arise in connection with this contract, shall be settled through friendly negotiations between the parties. Disputes and disagreements that cannot be settled through friendly negotiations between the parties shall be decided By ICC International Arbitration, London – England.

CLAUSE 18 - EXECUTION OF CONTRACT:

Each of the parties to this contract represents that it has full legal authority to execute this contract and that each party is to be bound by the terms and conditions contained in the contract. This contract represents the entire agreement between the parties and any change will be made in writing, executed by both parties.

CLAUSE 19 - CONFIDENTIALITY, NDNC - NON-DISCLOSURE AND NON

CIRCUMVENTION: The product offered for sale is subject only to the terms and conditions contained in this contract and strictly confidential between the Buyer and the Seller. This product is offered for sale subject to this agreement terms and conditions. Acceptance of the product by the Buyer at loading port shall be conclusive evidence before any court of law or arbitration that these terms and conditions apply. It is further agreed that all information exchanged between the Seller and the Buyer in the course of the negotiations and execution of this Agreement, whether included in this Agreement or not shall be held in the strictest confidence, and any violation of which will result in the immediate cancellation of this agreement, if this is the decision of the aggrieved party.

Initial Seller

Initial Buyer

Example of Trade Contract

Agents, Shipping Companies, Banking Officials and Forwarding Agents, and it must be held and dealt with in strict confidence and cannot be disclosed to any third party which has not been informed about its confidential nature. Any violation hereof might result in the immediate cancellation of this agreement at the option of the aggrieved party who will have the right to seek redress in a competent court of law.

CLAUSE 20 - NON COMPLIANCE PENALTY:

In the event that arbitration shall conclusively and finally determine that the Seller has failed to perform under the terms of this agreement, the Seller hereby agrees to forfeit the Performance Bond posted herein and the Buyer shall be entitled to collect the full amount of the Performance Bond as its liquidated damages. Similarly, if arbitration proceedings should sentence that the Buyer is the party at fault.

CLAUSE 21 - SPECIAL CLAUSE:

This agreement, transmitted by fax or e-mail shall be deemed as invalid until signed by both parties. This agreement, transmitted by fax or e-mail will remain enforceable even after the hard copy agreement is exchanged. Thereafter any additions, deletions or amendments will not be valid unless rendered and signed by both parties via fax.

If any party to this agreement, including either Bank official representing the Buyer or the Seller, should make unauthorized contact with the Bank of the Seller or the Buyer without prior acknowledgment & written consent, such contact shall be considered interference with the agreement and shall, if the option of the Buyer or the Seller, constitute valid 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 interfering party at the International Chamber of Commerce (ICC) in London - England to recover their losses.

This agreement is assignable and transferable by either party with consent or approval of the contract partner.

CLAUSE 22 - VARIATION AND INDULGENCE:

No waiver by a party of any breach, failure or default in performance by the other parties, and no failure, refusal or neglect by a party to exercise any right hereunder or to insist upon strict compliance with or performance of the other party's obligations under this Agreement, shall constitute a waiver of the provisions of this Agreement.

This agreement constitutes the entire Agreement between the parties who acknowledge that no other oral or written understandings or agreements between them relating to the subject matter of this Agreement, no amendment, consensual or other modification of this Agreement shall be valid or binding on a party hereto.

CLAUSE 23 - SECURITY OF DELIVERY:

The Charter party Agreement will be used as the pre-advice for each shipment and the Seller will advise the Buyer of the shipping details by forwarding a pre-loading advice, incorporating the Name and Age of the Vessel (not exceed 20 (twenty) years), it's Lloyds rating and registration number, the name of the Shipping Company and Agents, the flag and Estimated Time of Departure.

CLAUSE 24 - DOMICILIUM AND NOTICES:

The domicilium citandi et excecetandi of the parties are as recorded hereinbefore and notices to such domicile will be regarded as received within seven (7) days after dispatched by registered mail to such address.

Initial Seller

Initial Buyer

CLAUSE 25 - ELECTRONIC VALIDITY:

The parties to this Agreement hereby agree that copies of this Agreement and copies of any notices or advisement appertaining to his Agreement and the terms and conditions that are transmitted by Facsimile or e-mail shall be regarded as originals for purposes of the validity of this Agreement or at provision thereof, provided reception of such documents has been acknowledged by the receiving party.

CLAUSE 26 - CONTRACT SIGNATORIES:

In witness thereof the parties have signed below and by doing so have accepted and approved all terms and conditions of this agreement.

SELLER'S COMPANY:

Seller Company: Commercial Address: Legal Address:	
<hr/>	
Signatory Name:	
Title:	President

And:

BUYER'S COMPANY:

Company: Address: City: Country:	
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Signatory Name:	
Title:	

Initial Seller

Initial Buyer