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LA GARDE et JAGUET

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Cette immunité est fondée sur la nature de l'activité et non sur la qualité de celui "

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Contract for purchasing () : 01
sugar

THIS AGREEMENT made and entered

..... Into this day of

BETWEEN

..... :

BAYER

..... :

SELLER :

Whereas seller ; with full authority ; certifiers ; represents and warrants that
it can fulfill the requirements of this agreement and provide the product referred to
herein and under the terms agreed upon herein after and

...

Whereas the buyer hereby makes an irrevocable firm commitment to purchase ...
metric tones of refined cane sugar grade A

:

The seller and buyer now hereby agree to honour this contract under the
following terms and conditions :

:(1)

.(22)

Article (1) : Product

Refinde cane sugar « A » fit for human umption (specifications see Article 22)

:(2)

Article (2) : Origin

The origin of the suger is South America

:(3)

(30)

.(2)

Article (3) : Destination

The shipping destination of the sugar is buyer agrees notify seller within thirty (30) days of shipment (see enclosure 2).

:(4)

25.000 12.500

.(2)

Article (4) : Delivery

Cost and freight to Port are to be designated. The goods are to be delivered in lifts of 12.500 and / or 25.000 MT (see enclosure 2).

:(5)

. () ()

(45-30)

Article (5) : Shipment

The date (s) of the bill of lading shall be considered the date (s) of shipment. First shipment shall be within thirty to forty five (30/45) days from the receipt of operative documents accepted by seller.

(2)

All shipments will be made ultimately according to the scheme agreed between buyer and seller as laid- down in enclosure (2), and acknowledge this enclosure in full extent.

:

The documents to accompany the shipment of goods are :

- | | | | |
|---|---|---|----|
| | 3 | 1 | -1 |
| 1- 1/3 Of original bill of lading marked « Freight Prepaid ». | | | |
| | | | -2 |
| 2- the original of certificate of weight and quality by first class control organization. | | | |
| 3- Certificate of origin | | | -3 |
| 4-Health certificate | | | -4 |
| 5- Export license | | | -5 |

:(6)

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Article (6) : Quantity

The quantity sold by the seller and purchased by the buyer shall be Metric tonnes. The shipment quantity is determined by the certificate of weight from a first class inspection authority and by the bill of lading of all sugar shipped and delivered to the buyer.

:(7)

Article (7) : Weight and Quality

The seller guarantees on his account that each shipment of sugar will be provided with an inspection of weight and quality at the time of loading by an internationally recognized first class control and inspection of the goods in strict accordance with the internationally accepted procedure. Weight, quality and analysis are final at loading port.

The buyer shall have the right at its expense to engage an independent inspection agency to inspect and test the purchased goods prior to shipment.

:(8)

Article (8) : Sale and payment

Buyer and seller agree as to the following quantities, price and method of payment.

a- The price of the balance of contract will be the same unless there is a dramatic change in the world sugar market.

This will be the case if and when the price of sugar « A » at the London market increases or decreases more than 10% based upon the price of this contract. If and when such a situation appears a new price will be negotiated between the parties for the remaining shipments of the contract. Both parties then will have the right to refuse a new pricing in which case the contract will be terminated as per date of the last shipment and subsequent all financial instruments will be cancelled.

.()

b- payment by unconditional, unencumbered, irrevocable, assignable, divisible, transferable, standby letter of credit issued or confirmed by prime world bank (top 100). Buyer fully commits itself to the instrument to be provided.

.(1)

c- For coordinates of buyer's bank, see enclosure (1).

:(9)

Article (9) : Guarantee by seller

In the event of partial deliveries only, the unused portion of the financial instrument of the seller is entitled to be cashed by buyer at the same date as buyer's financial instrument.

:

Article (10) : Financial instrument and draws

The seller is allowed to draw against the financial instrument the value of the sugar shipped to the buyer only upon proper presentation of the following document to buyer's bank and acceptance, after due verification, of buyer's bank. The safekeeping- guarantee as issued by seller's bank will be decreased by the value of the sugar shipped.

1- commercial invoices	:	-1
"	"	3 (2) -2
	"	"
2- 2/3 of original bill of lading « Clean on Board » and marked « Freight prepaid ».		
3- Certificate of origin in two-fold		-3
		-4
4- Certificate of weight and quantity issued by control authority in loading port in two-fold.		
.()		-5
5- company certificate of cigar fit for human consumption in two- fold (certificate of health).		
	25 12	-6
6- packing list evidencing shipment of 12.000 /25.000 MT in two-fold.		
	:	-7

7- Shipping company statement in two-fold stating that.

3 -

a. 1/3 bill of lading and originals of certificate of origin and phytosanitary certificate accompanied the shipment of goods.

20 -

b. The vessel's age is not above 20 years.

-8

8- seller's statement that no commercial invoice accompanies the shipment of goods.

9- Export license -9

:(11)

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Article (11) : Procedures

1- The contract will be negotiated upon and signed by both parties.

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2- Seller sends hard copy by a special courier to buyer.

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3- Upon receipt of buyer's bank coordinates, buyer and seller will provide proof finds and proof of product.

%3 -4

4- Buyer's bank issues its in-operative financial instrument and seller's bank will activate same with 3% performance bond.

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5- Delivery commences according to contract.

:(12)

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Article (12) : Transport conditions

1- All supervision charges and any taxes or levies at the port of loading are at seller's account.

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2- Vessels must be classified as 100-A-1 in the lloyd's register or be of equivalent classification and chartered vessels must not be older than twenty years

(48)

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3- Not later than forty- eight (48) hours from the completion of loading, seller's agent shall telex , fax, or cable the buyer and inform him of the vessel's sailing date and the expected time of arrival at the port of destination. Seller shall also inform the buyer of the vessel's name, capacity, number of hatches, number of cargo changes and particulars of the vessel's readiness to effect cargo operation of loading, the seller shall notify the buyer of the quantity loaded per hatch and total quantity shipped.

:(13)

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Article (13) : Discharge term

1- The vessel master is to advise the buyer’s agent at the port of discharge of the vessel, the vessel’s name, date of arrival, number of hatches, and particulars of vessel’s readiness to effect cargo through all the hatches.

(7) (20) -2
72/36/24

2- Vessel’s master shall give twenty (20) day and seven (7) provisional notice and 24/36/72 hours final notice of vessel’s estimated time of arrival at the port of destination to buyer’s agent at port of discharge, such notices shall be effected during official hours, whether in berth or not.

8 -3

24

3- Laytime shall commence from 1.00 PM, if vessel’s notice of readiness to discharge is give prior to noon and from 8.00 AM of the net working day, if notice is give after noon. If port is congested, laytime is to commence 24 hours after notice of readiness is given.

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- Statement of facts

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- Time sheet

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- Ship owners demurrage invoice

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FAC Free Carrier		-
	
FAS Free Alongside Ship		-
	
FOB Free On Board		-
	
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CEF Cost. and Freigh		-
	
CIF Cost. insurance and Freigh		-
	
	()	
CPT Carriage Paid TO		-
	
CIP Carriage and Insurance Paid To		-
	
DAF Delivered at Frontier		-

DES Delivered Ex Ship	-
DEQ Delivered Ex Quay- Duty	-
DDU Delivered Duty Unpaid	-
DDP Delivered Duty Paid	-
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EXW -1:

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Sale of shipping documents

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Contract of Carriage

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Shipping documents

Delivery order

Bill of lading

Insurance certificate

Insurance policy.

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