SALES CONTRACT

DATE : XX XXX XXXX

CONTRACT NO. : XXXXXX

THIS IS TO CONFIRM THAT THE SELLER HAS AGREED TO SELL AND THE BUYER HAS AGREED TO BUY, IN ACCORDANCE WITH THE TERMS AND CONDITIONS STIPULATED HEREINAFTER:

BUYER : \_\_\_\_\_\_\_\_\_\_

COMMODITY : CRUDE PALM OIL (EDIBLE GRADE) IN BULK SPECIFICATION : FREE FATTY ACID (AS PALMITIC) : MAX 5.0%

MOISTURE & IMPURITIES : MAX 0.5% QUANTITY : XXXX METRIC TONS, 2% MORE OR LESS AT SELLER’S OPTION PRICE : USD XXXX.00 PER METRIC TON

BASIS : CIF/CNF \_\_\_\_\_\_\_\_\_, INDIA

SHIPMENT PERIOD : XX-XX-XXXX TO XX-XXXX-XXXX

PAYMENT : - SIGHT LC.

* ALL BANK CHARGES AT SELLER’S BANK ARE FOR SELLER’S ACCOUNT. ALL BANK CHARGES AT BUYER’S BANK ARE FOR BUYER’S ACCOUNT.
* SHIPPING INSTRUCTIONS TO BE PROVIDED LATEST 4 DAYS BEFORE THE ESTIMATED DATE OF ARRIVAL OF THE VESSEL AT THE LOAD PORT. FOR EACH DAY OF DELAY, SELLER HAS THE OPTION TO EXTEND THE SHIPMENT PERIOD BY AS MANY DAYS.

ORIGIN : INDONESIA / MALAYSIA / THAILAND / PHILIPPINES AT SELLER’S OPTION INSURANCE : TO BE COVERED AT THE COST OF THE SELLER

WEIGHT / QUALITY : LANDED WEIGHT WITH LIMITED OUTTURN GUARANTEE /

SHIPPED QUALITY FINAL AT LOAD PORT

REMARKS : IF THE OUTTURN AGAINST THE BL WEIGHT EXCEEDS 0.5%, SELLER TO BEAR THE SHORTAGES AND ABSORB THE DIFFERENCES ABOVE 0.5%

DISCHARGE & DEMURRAGE RATE

1. BUYER TO GUARANTEE MINIMUM DISCHARGE RATE OF 80 MT PER HOUR.
2. LAYTIME TO COMMENCE 6 HOURS AFTER NOTICE OF READINESS (NOR) TENDERED WIBON WIFPON WICCON WIPON OR IMMEDIATELY UPON BERTHING, WHICHEVER IS EARLIER. LAYTIME TO CEASE UPON DISCONNECTION OF ALL HOSE.
3. NOR SHALL BE TENDERED ONLY AFTER THE VESSEL HAS CALLED WITHIN THE LIMITS OF THE CONTRACTED PORT.
4. DEMURRAGE INCURRED AT DISCHARGING SHALL BE BASED ON THE TOTAL TONNAGE DISCHARGED IRRESPECTIVE OF THE NUMBER OF SHIPPERS AND GOODS TYPE. DEMURRAGE, IF ANY, INCURRED AT CONTRACTED PORT WILL BE ENTIRELY TO BUYER’S ACCOUNT AND AS PER DEMURRAGE RATE PER DAY ON A PRORATA BASIS DECLARED AS PER VESSEL NOMINATION PROVIDED THAT IT SHALL NOT APPLY UNTIL THE TOTAL NUMBER OF HOURS ALLOWED FOR THE ENTIRE CARGO TO BE DISCHARGED HAVE LAPSED. DEMURRAGE, IF ANY, TO BE SETTLED BY BUYER WITHIN 30 DAYS FROM AGREEMENT OF DEMURRAGE AMOUNT BETWEEN SELLER AND BUYER, FALLING WHICH, THE SELLER IS ENTITLED TO CHARGE SUCH INTEREST FOR THE DURATION OF THE DELAY AT A RATE TO BE DETERMINED IN THE ABSOLUTE DISCRETION OF THE SELLER AS MAY BE COMPLIANT WITH ANY APPLICABLE LAW BUT WITHOUT PREJUDICE TO ANY OTHER RIGHTS/REMEDIES THE SELLER MAY HAVE AGAINST THE BUYER.
5. SELLER DOES NOT GUARANTEE THE SAILING SPEED OF THE PERFORMING VESSEL AND ANY ARRIVAL DATE/PERIOD OF CARGO AT THE DISCHARGE PORT. HOWEVER, THE SELLER SHALL ENSURE THAT SHIPMENT SHOULD BE MADE WITH MINIMUM DEVIATION EN-ROUTE TO THE DISCHARGE PORT.
6. BUYER UNDERTAKES THAT SHOULD CARGO ARRIVE IN DAMAGED CONDITION, THEY WILL DISCHARGE THE CARGO AND OBTAIN SECURITY AGAINST THE VESSEL WITHOUT DELAY.

LETTER OF INDEMNITY

IN THE ABSENCE OF ORIGINAL DOCUMENTS AT DISCHARGE PORT, THE BUYER UNDERTAKES TO ISSUE BANKER’S LOI (WORDED IN THE SAME FORMAT OF THE SHIP-OWNER’S P&I CLUB TO BE PROVIDED BY THE SHIP-OWNER THROUGH THE SELLER) IN FAVOUR OF THE SELLER. THE BANKER’S LOI IS TO BE ARRANGED AND READILY AVAILABLE PRIOR TO VESSEL’S ESTIMATED TIME OF ARRIVAL AT DISCHARGE PORT. FAILING WHICH, BUYER WILL BE HELD RESPONSIBLE FOR ANY LOST TIME/DEMURRAGE OR OTHER COSTS RESULTED BY THE DELAY IN CUSTOMS CLEARANCE AND/OR DISCHARGING OF THE CARGOES.

SANCTIONS CLAUSE

BUYER AND SELLER HEREBY REPRESENT AND WARRANT TO THE OTHER PARTY THAT IT, ITS AFFILIATES, ITS AGENTS, ITS CONTRACTORS AND ANY PERSON OR ENTITY THAT OWNS OR CONTROLS THE ENTITY IS NOT A SANCTIONED PARTY.

BUYER REPRESENTS AND WARRANTS THAT THE BUYER ITSELF WILL FULLY COMPLY WITH THE APPLICABLE SANCTIONS LAWS. THE GOODS TRANSACTED IN THIS AGREEMENT WILL NOT BE RESOLD OR DELIVERED TO A SANCTIONED PERSON OR ENTITY. SELLER ALSO REPRESENTS AND WARRANTS THAT THE SELLER ITSELF WILL FULLY COMPLY WITH THE APPLICABLE SANCTIONS LAWS. THE GOODS IS NOT AND WILL NOT BE SOURCED FROM ANY SANCTIONED PERSON OR ENTITY.

SPECIAL CONDITIONS

1. ALL IMPORT DUTIES/TAXES/LICENCES/LEVIES AND OTHER EXPENSES AT DISCHARGE PORT(S) SHALL BE AT BUYER’S ACCOUNT.
2. BUYER TO ENSURE THAT ALL CUSTOMS/IMPORT FORMALITIES ARE IN GOOD ORDER PRIOR TO VESSEL ARRIVING AT DISCHARGE PORT.
3. COMMINGLING WITH THE SAME GRADE OF OIL IS ALLOWED.
4. BUYER TO ENSURE SAFE BERTH AND SAFE PORT.
5. TANKER/THIRD PARTY BILLS OF LADING AND THIRD PARTY DOCUMENTS EXCEPT INVOICE AND DRAFT ARE ACCEPTABLE. EXPORTER/SHIPPER NAME ON DOCUMENTS DIFFERS FROM BENEFICIARY IS ACCEPTABLE.
6. BUYER IS NOT ALLOWED TO ASSIGN THIS SALES CONTRACT TO ANY THIRD PARTY WITHOUT PRIOR WRITTEN CONSENT FROM SELLER.
7. TITLE OF THE CARGO REMAINS WITH SELLERS AND SHALL NOT PASS TO THE BUYER UNTIL FULL INVOICE IS PAID AND RECEIVED BY THE SELLER.
8. THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED OF THE MERCHANTABILITY, FITNESS OR OTHERWISE EXCEPT THAT THE CARGO SHALL MEET THE SPECIFICATIONS AS SET FORTH IN THIS SALES CONTRACT.
9. SELLER AND BUYER RESERVE THE RIGHT TO EXERCISE FORCE MAJEUR BY REASON OF WAR, FLOOD, FIRE, STORM, HEAVY SNOW OR ANY OTHER CAUSES BEYOND THEIR CONTROL.
10. ALL OTHER TERMS AS PER FOSFA NO. 80 CURRENTLY IN FORCE INCLUDING EXTENSION OF SHIPMENT AND ARBITRATION CLAUSE TO GOVERN. ANY DISPUTES SHALL BE RESOLVED BY ARBITRATION IN SINGAPORE IN ENGLISH LANGUAGE IN ACCORDANCE WITH THE ARBITRATION RULES OF SINGAPORE INTERNATIONAL ARBITRATION CENTRE IN FORCE AT THE DATE OF CONTRACT.
11. ANY DEVIATION IN CONTRACT TERMS TO BE MUTUALLY AGREED WITHIN 3 BUSINESS DAYS UPON RECEIPT OF THIS CONTRACT.
12. BUYER TO RETURN SELLER A COPY OF COUNTERSIGNED SALES CONTRACT WITHIN 3 BUSINESS DAYS. FOR EACH DAY OF DELAY, SELLER HAS THE OPTION TO EXTEND THE SHIPMENT PERIOD BY AS MANY DAYS.

PLEASE CONFIRM THAT THIS SALES CONTRACT CORRECTLY SETS FORTH THE TERMS OF THE AGREEMENT BY RETURNING AN EXECUTED COPY BY EMAIL\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ WITHIN 3 BUSINESS DAYS FROM RECEIPT, FAILING WHICH, SELLER HAS THE OPTION TO CANCEL THE TRADE. IF YOU DO NOTIFY SELLER OF ADDITIONAL OR DIFFERENT TERMS, THOSE TERMS SHALL BE CONSTRUED ONLY AS PROPOSALS FOR AMENDMENTS AND SHALL NOT BECOME PART OF THIS SALES CONTRACT UNLESS EXPRESSLY AGREED TO BY SELLER IN A SUPPLEMENTAL WRITTEN CONFIRMATION.

WE THANK YOU FOR THE SUPPORT OF THIS BUSINESS.

FOR SELLER FOR BUYER

**KASA INDIA PRIVATE LIMITED**