CONTRACT [redacted]

[redacted]

[redacted]

", hereinafter referred to as the "BUYER", represented by Director [redacted] acting on the basis of the Charter, on the one hand, and [redacted], hereinafter referred to as the "SELLER", represented by the Director of [redacted], acting on the basis of the Charter, on the other hand, and collectively referred to as the Parties, have entered into this Contract on the following terms and conditions.

1. Subject, price and value of the Contract

1. Subject, price and value of the Contract.
The SELLER has sold and the BUYER has bought «the GOODS», assortment, quantity, price of GOODS must be stated in Specifications, which are the integral parts of the present Contract.
The prices for the GOODS are established in USD (US dollars) on conditions set forth in the appendixes (Invoice) hereto.
The total value of this contract amounts to [redacted] USD.

The parties reserve the right to change the nomenclature of goods, quantity, price within the total amount of the contract, in accordance with market conditions.

It is possible to supply goods on advance payments. The seller undertakes to deliver the goods until [redacted].

In case of non-delivery of the goods the Seller undertakes to return advance payments until [redacted]

2. Packaging and Marking Requirements

2.1. The GOODS SELLER shall be packed into the boxes, carrying the Trademark, and labeled as per specifications. BUYER shall provide SELLER with all information that has to be provided in the label of the GOODS in accordance with applicable regulations.
2.2. BUYER shall keep SELLER informed regarding all changes in the information that has to be provided in the label of the Products according to regulations, and SELLER shall ensure that such changes are reflected on the printed labels marking of goods.
2.3. SELLER shall in advance (not less than 10 days) inform the BUYER of the goods reload from the factory of the Seller for informing required for labeling and other information necessary for the shipment.

3. Terms of Delivery

3.1. The goods shall be supplied to the BUYER in batches in line with the BUYER's requests in full compliance with the appendixes (Invoices) hereto.
3.2. The Seller delivers the Goods on the terms stated in Invoices for each party according to the INCOTERMS 2020 rules.
3.3. The date of making mark in the consignment note is considered the date of the Goods shipment.
3.4. The property right is transferred from the Seller to the Buyer after the acceptance of the Goods by the Buyer (according to INVOTERMS 2020 rules).

4. Delivery documents

4.1. The Seller must provide to the Buyer the following set of drawn up documents:
4.1.1. Commercial invoice – 3 originals;
4.1.2. Packing list – 3 originals;
4.1.3. Certificates and other documents as required.
4.2. Commercial invoice is executed in English, certified by its seal. It must include the following:
4.2.1. Number of this Contract;
4.2.2. Cost and terms of delivery;
4.2..3. Currency;
4.2.4. Number of units of the Goods;
4.2.5. Goods' name;
4.2.6. Country of origin;

5. Delivery –acceptance of the goods

5.1. The GOODS shall be considered delivered by SELLER and accepted by BUYER:
5.1.1. In terms of quality - following inspection and verification by Buyer that the GOODS conform to Quality Certificates & the appendixes (Invoices), according to the samples send by the Manufacturer by express-post to the Buyer.
5.1.2. In terms of quantity – according to the quantity specified in bills of ladings and packing list;
5.2. In terms of packaging and marking specifications - following inspection and verification by BUYER Bunge of conformity with requirements set forth in Articles 2.1 and 2.2 of this Contract.
5.3. Transition of the property rights to the goods from the SELLER to the BUYER comes according to the terms of shipment by INCOTERMS 2020 rules.

6. Claims

6.1. In the event that the GOODS delivered to BUYER do not comply with the requirements indicated in Article 5.1, or has any other defects related thereto, BUYER shall inform SELLER in writing of any such defects within 24 hours from the moment such deficiency or defect is detected by BUYER, but not later than 90 (ninety) days from the date on which the respective shipment of the GOODS has been delivered by SELLER under the terms of this Contract. In the event any such notification has been sent out, SELLER shall have a right to appoint its representative to participate in further acceptance of such GOODS delivery. In the event the representative of SELLER fails to arrive at BUYER's location within five (5) business days from the day of notification, BUYER, in its own discretion, shall be allowed to retain an independent expert organization to carry out inspection of the GOODS shipment and issue an expert conclusion.
The claim shall contain the name and the quantity of the claimed goods as well as the nature of the claim.
The claim shall be forwarded by a registrant letter enclose all the necessary documents justifying the claim.
The parties agree that the Inspection Report draw up by the Independent Surveyor would prove the claim.
The claims could be made by the Buyer in respect of delay in shipment-delivery of the goods In this case the Seller is obliged to pay money for the delay on the basis of 0.5% from total goods' amount for each delay's day The document will prove the claim connected with delay in shipment-delivery of goods, the parties agreed on their written correspondence confirmed the schedule of goods shipment.
The claims could be made by the Seller in respect of delay caused by the Buyer in case that the Buyer fail to provide necessary information for production and shipment in time (not later than 5 days before the shipment of goods from the Seller's warehouse) such as packing request, shipping marks and shipping forwarder's information.
In this case the Buyer is obliged to pay money for the delay on the basis of 0.2% from total goods' amount for each delay's day.

On expiration of the above mentioned period no claim will be accepted.
All the transport, custom and other charges connected with delivery, return of defective goods and/or additional delivery of goods' deficit are to be paid one by one by the Seller.

7. Payment Instructions

7.1. Payment for the Goods is carried out by non-cash transfer of funds.
Payment for the Goods supplied under this Contract is made in US dollars.
Payment must be made by the Buyer within 170 days from the date of receipt of the shipment of the Goods.
7.2. The party making the financial transaction is responsible for paying bank charges, including bank commissions.

8. Force-Major

8.1. The Parties have agreed that in the event of occurrence of circumstances beyond the control of the affected Party and which could not have been reasonably avoided or overcome, such as wars and war actions, epidemics, fires, explosion, road and nature disasters, interruption of the provision of utilities (e.g. gas, electricity, water), cessation of normal operation of equipment, state authorities actions and/or any actions of the respective governments of the Parties concerning trade and currency regulations that could affect the Parties' performance under this Contract (the "Force-Major"), the Parties shall be released from their obligations for the period of duration of the above mentioned circumstances.
8.2. Any Party which shall be unable to fulfill its obligations under this Contract due to Force-Majeure circumstances, shall immediately inform the non-affected Party about the beginning and ending of such circumstances, such notification shall be accompanied by a copy of the official certificate issued by a competent authority of the affected Party's country.
8.3. In the event Force-Major circumstances continue for more than ninety (90) calendar days, any Party shall have the right to terminate this Contract and shall not be liable for such termination, provided however, that terminating Party informs the other Party about such termination not later than fifteen (15) calendar days in advance.
8.4. A document issued by the competent authority of the affected Party's country shall constitute evidence of occurrence of Force-Major circumstances.

9. Governing Law and Dispute Resolution

9.1. This Contract is governed by the laws of the People's Republic of China.
9.2. All disputes and/or disagreements arising from this Agreement and in connection with it shall be resolved through mutual negotiations.
9.3. In case of failure to reach an agreement on controversial issues through negotiations within 30 (thirty) calendar days, disputes arising from or in connection with this contract shall be resolved by the China International Economic and Trade Arbitration Commission in accordance with its Rules in force at the time of submission claim. The place of arbitration or place of oral hearing shall be Shenzhen. The arbitration award is final and binding on both parties.
9.4. Language of proceedings - English

10. Term of the Contract

This Contract shall enter into force upon signature and shall be valid until December 31, 2026.
The contract can be canceled by any Party. The Party which as the initiator of it must inform the other Party in written form about it not later, than 30 days before till the date of Contract's

cancellation. In this case the both Parties are obliged to fulfill all their obligations under the current supplies.
The present Contract can be prolonged. In this case the Addition to the current Contract, signed by the both Parties not later than 10 working days before the completion of the Contract.

11. **Miscellaneous**

11.1. All modifications and amendments to this Contract shall constitute an integral part of this Contract, provided however, that they are made in writing and duly signed by the authorized representatives of both Parties. Documents sent by fax, E-mail shall be deemed binding.
11.2. This Contract is executed in two copies, one copy for each Party. Each copy is made in the English language, each of them having equal legal force.
11.3. One of the parties in the right to transfer the rights and duties under the present contract to any third party without preliminary written consent of other party.

[redacted] Address: [redacted] Tel.: [redacted] Bank Information: Beneficiary account: [redacted] Beneficiary's bank: [redacted] Beneficiary SWIFT: [redacted] Beneficiary's bank address: [redacted] Director: [redacted]	[redacted] Address [redacted] Director: [redacted]