



c/ Virgilio 22 Bajos Can Pastilla - CP 07610 Palma de Mallorca – Baleares - España

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SOFT OFFER

CRUDE RAPESEED DEGUMMED OIL

We, **OFERTAS-COMMODITIES** ACTING WITH FULL LEGAL AND CORPORATE AUTHORITY AND RESPONSIBILITY, UNDER PENALTY OF PERJURY CONFIRM THAT WE ARE READY, WILLING AND ABLE TO ENTER INTO A CONTRACTUAL AGREEMENT TO SELL THE FOLLOWING PRODUCT, UNDER THE FOLLOWING TERMS AND CONDITIONS, SUBJECT TO THE VALIDITY OF BUYERS ICPO.

CLAUSE- 1 COMMODITIES

COMMODITY: **CRUDE DEGUMMED RAPESEED OIL**
ORIGIN: At Seller's choice (Malaysia-South America-others)
QUALITY: THE OIL SHOULD BE SUITABLE FOR BIODIESEL

SPECIFICATION OF CRUDE DEGUMMED RAPESEED OIL

DIN 51605 (CDRO)
QUALITY PARAMETER MEASURE LIMIT VALUE
UNIT E DIN 51605
DENSITY(15°C) KG/M3 900-930
FLASH POINT P.-M. °C MIN. 220
CINEMATIC VISCOSITY(40 °C) MM2/S MAX. 36,0
LOWER CLORIC VALUE KJ/KG MIN 36.000
CETANE NUMBER MIN. 39
CARBON RESIDUE MASS N.C. % (M/M) MAX. 0,40
IODINE NUMBER G JOD/100G 95-125
SULPHUR CONTENT MG/KG MAX. 10
CONTAMINATION MG/KG MAX. 24
ERUCIC ACID VALUE MG KOH/G MAX. 2,0
OXIDATION STABILITY 110 °C H MIN. 6,0
PHOSPHORUS CONTENT MG/KG MAX. 12
CONTENT OF ALKALINE EARTH METALS
(CA+MG) MG/KG MAX. 20
OXID ASH CONTENT % (M/M) MAX. 0,01
WATER CONTENT K.-F. MG/KG MAX. 750

DELIVERY: 30 TO 45 DAYS AFTER RECEIPT OF THE LC AT THE SELLER'S BANK.

PACKAGIN: IN BULK.

CLAUSE- 2 PRICE:

150.000 MT / 840\$ x MT
300.000 MT / 825\$ x MT
600.000 MT / 820\$ x MT
900.000 MT / 810\$ x MT
1.200.000 MT/ 800\$ x MT

Commission including in the price and paid by the Seller 5\$ x mt (50% Buyer Side – 50 Seller side)

INCOTERMS: CIF ASWP/EUROPE

PORT OF LOADING: ACCORDING TO THE SELLER



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TERMS OF ORDER: IRREVOCABLE, TRANSFERABLE, STAND BY FOR ONE MONTH OF THE VALUE OF THE CONTRACT AS A GUARANTEE AND SUBSEQUENT PAYMENTS IN AUTOMATIC DOCUMENTARY, REVOLVING LETTER OF CREDIT TO PAY FOR EACH LOAD OF PRODUCT ON A MONTHLY BASIS.

CLAUSE 3 – QUANTITY

3.1. THE TOTAL CONTRACTUAL MONTHLY AMOUNT OF THE PRODUCTS SOLD AND PURCHASED UNDER THE CONTRACT ARE XXXXXX METRIC TONS, XXXX TM PER MONTH, CRUDE SUNFLOWER OIL, IN BULK.
3.2 THE SELLER AND BUYER AGREE TO PAY THE AMOUNT OF XXXXX METRIC TONS, XXXXX TM PER MONTH CRUDE DEGUMMED RAPESEED OIL IN BULK.
3.3 THE SHIPPING CHARGE BEGINS WITHIN 30 TO 45 DAYS FROM THE DATE OF ACCEPTANCE BY THE PURCHASER, THE PAYMENT FACILITIES AS AGREED BY BOTH PARTIES AND END THE CONTRACT.

CLAUSE 4- QUALITY

4.1 FOR THE DURATION OF THIS CONTRACT, THE SELLER GUARANTEES THAT THE QUALITY OF THE PRODUCT SOLD IS GUARANTEED AS SPECIFIED IN THE FCO.

CLAUSE 5- DURATION OF CONTRACT

5.1 THE TERM OF THIS CONTRACT IS FOR ONE YEAR.

CLAUSE 6- PRICE

6.1 THE CIF PRICE
6.2 THE PRICE OF THIS AGREEMENT IS PAID IN DOLLARS.
6.4 IRREVOCABLE, TRANSFERABLE, STAND BY FOR ONE MONTH OF THE VALUE OF THE CONTRACT AS A GUARANTEE AND SUBSEQUENT PAYMENTS IN AUTOMATIC DOCUMENTARY, REVOLVING LETTER OF CREDIT TO PAY FOR EACH LOAD OF PRODUCT ON A MONTHLY BASIS.

CLAUSE 7- PAYMENT

7.1 IRREVOCABLE, TRANSFERABLE, **STANDBY LETTER OF CREDIT OR BG FOR ONE MONTHS, AND REVOLVING LETTER OF CREDIT ELEVEN MONTHS WORTH OF CONTRACT.**

7.2 NO PAYMENT WILL BE FOR THE MOVE THAT CONFORMS TO THE CONDITIONS AGREED BETWEEN THE BUYER AND SELLER AFTER THE BILL OF LADING IS PRESENTED AS PROOF OF SHIPMENT.

7.3 ONCE RECEIVED THE INITIAL ADRLC, A PERFORMANCE BOND IS ISSUED AMOUNTING TO THE 2% OF THE VALUE OF EACH ADRLC WITHIN 10 BANKING DAYS OF RECEIVING THE NON-OPERATIVE INSTRUMENT, THIS PERFORMANCE BOND SHALL REMAIN IN PLACE AND BE VALID FOR THE DURATION OF THE CONTRACT, THE LAST ONE, FOR ONE MONTH SHALL BE MODIFIED ACCORDINGLY TO THE LOWER VALUE OF LAST SHIPMENT.

7.3 **DL/C** WILL BE PAYABLE AT SIGHT INTO THE SELLER'S BANK WITHIN **THREE (3) BANKING DAYS** FROM THE DATE OF PRESENTATION OF SHIPPING DOCUMENTS AND SGS INSPECTION CERTIFICATE ISSUED AT DISCHARGE PORT (TO BUYER EXPENSE) . **DL/C** WILL HAVE TO BE ISSUED WITH A VALIDITY OF 12 MONTHS.

CLAUSE 8- PROCEDURE

8.1 THE BUYER SENDS ICPO +BCL + NCNDA/IMPFA
8.2 THE SELLER SENDS FCO
8.3 THE BUYER SIGNS THE FCO FOR ACCEPTANCE, SELLER SENDS COMMERCIAL INVOICE FOR ACCEPTANCE,
8.4 THE BUYER SEAL AND SIGN THE OFFICIAL CONTRACT
8.5 THE DELIVERY STARTS AS AGREED BY BOTH PARTIES
8.6 EACH PARTY HERETO SHALL BEAR ITS RESPECTIVE BANKING COSTS.
8.7 IRREVOCABLE, TRANSFERABLE, STAND BY FOR ONE MONTH OF THE VALUE OF THE CONTRACT AS A GUARANTEE AND SUBSEQUENT PAYMENTS IN AUTOMATIC DOCUMENTARY, REVOLVING LETTER OF CREDIT TO PAY FOR EACH LOAD OF PRODUCT ON A MONTHLY BASIS.

CLAUSE 9- DOCUMENTS

9.1 COMMERCIAL INVOICE
COMPLETE CLEANING SYSTEM 9.2 "ON BOARD" BILL (S) OF SHIPMENT IDENTIFICATION OF THE SHIP'S TANKS IN WHICH THE GOODS HAVE BEEN LOADED; SHIPPING NAME OF THE COMPANY, IDENTIFYING THE SENDER.
9.3 CERTIFICATES OF SHIPPING WEIGHT CHECKED AT THE PORT OF LOADING AND ISSUED BY AN INDEPENDENT EXPERT (SGS).



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9.4 SURVEY REPORT ISSUED BY AN INDEPENDENT EXPERT (SGS) CERTIFICATION OF FITNESS AND CLEANING THE TANKS OF VESSELS AND PIPELINES, AND DATA REGARDING THE TIME AND PLACE OF LOADING, SAMPLING AND THE ESTABLISHMENT OF SHIPPING WEIGHT.

CLAUSE 10 - DELIVERY

10.1 THE SELLER WARRANTS PERFORMING DELIVERY OF THE GOODS TRADED IN THE PORT OF DISCHARGE.

NOTES:

- ☐ NOT PROVIDING SAMPLES
- ☐ DO NOT SHOW PREVIOUS BILLS OF LANDING, WARRANTIES OR REPORTS.

OBSERVATIONS:

THE TERMS, CONDITIONS AND NOTES OF THE SOFT OFFER ARE NOT NEGOTIABLE.

Procedures:

1. Buyer sends his ICPO + BCL +NCNDA/IMPFA
2. Seller sends his Full Corporate Offer (F.C.O.) to the Buyer.
3. Buyer returns Full Corporate Offer signed and stamped accepting price and sale terms and send to Buyers bank and **SWIFT MT 799/ POE** as proof of funds, seeing below the details of the bank of seller for sending the SWIFT, for the Issuing Bank of the BG or SBLC, UNCONDITIONAL, IRREVOCABLE, TRANSFERABLE COVERING the last month delivery, from top 25 World Bank.
4. Just after Sellers Bank received the MT799, Sellers Issues the Draft Contract for the Buyer's to review, after terms are agreed.
5. Buyer's signs and stamps the contract, returning by emails.
6. Seller's signs and stamps the contract, returning by emails.
7. Both parties send a copy of the Contract to respective Banks.
8. Buyer's Bank issues the banking instrument chosen and indicated on the Purchase and Sales Agreement to seller's bank.
9. Seller issues 2% operative PB via SWIFT to Buyer bank

Payment: By Irrevocable, Transferable, Confirmed, Unconditional, BG or SBLC from TOP 25 Bank for **1 One Month** with face Value covering the payment for last month delivery

Payment of Shipment: The payment will be made in the form of Irrevocable, Transferable, Divisible month's delivery by month, with Documentary Letter of Credit DLC, MT103/23, or TT issued and/or confirmed by World/European prime bank, for the full amount of each shipment.

*Thank you.
Yours sincerely*

José Casas
Presidente/CEO

