27 April 2017

Ref. No: xxxx

**IRREVOCABLE CORPORATE PURCHASE ORDER**

To: Laginestra Repres. Com. S/C Ltda. Via: Jose Casas / Ofertas-commodities.com

Attention:

I/We the undersigned hereby declare and confirm that we are ready, willing and able to purchase the commodity as per the specifications, and in the quantity for the price specified, and on the terms and conditions as hereinafter set forth. This representation is made with full corporate authority and responsibility.

Buyer’s and Bank Details:

|  |  |
| --- | --- |
| COMPANY NAME – BUYER : |  |
| LEGAL REPRESENTATIVES: |  |
| DESIGNATION: |  |
| COMPANY ADDRESS:  |  |
| COUNTRY: |  |
| PHONE COMPANY: |  |
| E-MAIL:  |  |
|  |  |
| BANK NAME: |  |
| ADDRESS: |  |
| ACCOUNT NO: |  |
| ACCOUNT NAME:  |  |
| SWFIT CODE NUMBER: |  |
| NAME ACCOUNT OFFICER: |  |
| PHONE BANK: |  |
| PHONE FAX: |  |
| EMAIL OFFICER BANK: |  |
| IN FAVOR |  |

|  |
| --- |
| When the delivery is to another country, indicate the name and address |
| COMPANY NAME  |  |
| LEGAL REPRESENTATIVES: |  |
| COMPANY ADDRESS: |  |
| Email: |  |

|  |
| --- |
| Product: soya or corn or sugar  |
| Price:  | USD 00,00 |
| Payment: | SBLC OR 30/70% |
| Contract time: | SPOT OR 10 MONTHS OR 12MONTHS |
| Quantity Contract: | 0.000.000 mt |
| Monthly shipment: | 000.000 mt |
| Port of Destination/Country: |  |

***THE COMMISSIONS (5$ x MT) WILL BE PAID BY THE SELLER, WITH THE FOLLOWING DISTRIBUTION:***

 *\*50%: Seller Facilitator- Closed to Jose Casas / Ofertas-commodities.*

*\*50%: Buyer side - Buyer Mandate and Buyer Intermediaries*

Delivery Schedule and Port Details

The shipments of Product in MTW (Metric Tons of Weight) with the Variance shall be made from the port of loading as follows:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| ShipmentNumber | Approx. Sailing Date(Month) | Total Quantity of Containers  | Total Quantity MT +/- 5% | Port of Destination,  |
| 1 |  |  |  |  |
| 2 |  |  |  |  |
| 3 |  |  |  |  |
| 4 |  |  |  |  |
| 5 |  |  |  |  |
| 6 |  |  |  |  |
| 7 |  |  |  |  |
| 8 |  |  |  |  |
| 9 |  |  |  |  |
| 10 |  |  |  |  |
| 11 |  |  |  |  |
| 12 |  |  |  |  |
|  |  |  |  |  |
| TOTAL |  |  | .000 m/tons | -------------------------------- |

***Procedure for closing business with export in General***

1. Buyer sends ICPO + proof of funds
2. The buyer must fill the ICPO (our model) with all the required information, sign and stamp, and attach proof of funds with a RWA or the letter from the Bank or the BCL, all documents in English, Documents should come signed and letterhead, directed the company: LAGINESTRA REPRES. COM. S/C LTDA, Condition sine qua non;
3. Seller sends draft agreement, buyer sign draft, returns to the seller who signs writes in PDF and return a copy to the buyer.
4. Buyer and seller to its banks the contract.
5. Buyer makes the bank guarantee (SBLC/BG) 's security should be irrevocable, transferable and divisible and shall respect the terms of the SWIF supplied by the seller.
6. Seller until 10 days provides proof of complete product to the buyer.
7. Seller sends to the port to load.
8. Seller does SGS report of the product at the port.
9. Seller charges the buyer receives the product ship, shipping documents and make payment via MT103 (irrevocable and transferable).

Below is additional information about the following:

1. PB will only be issued after the shipment of the bank guarantee.
2. Contracts that do not have a bank guarantee will not receive PB.
3. SPOT or contracts of less than 1 year will not receive PB.
4. NCNDA for commissions of the partners will only be made when the buyer signs the contract.
5. All ICPOS should from now on should be addressed to Laginestra Repres. Com. S/C Ltda. Via: Jose Casas / Ofertas-commodities.com ICPOS that don't come addressed this way will not be accepted.
6. Do not send n° SIF, reports, pictures, SMS, and other documents relating to the products, all the documents of proof of export product and will only be sent on POP as standard procedure.
7. From now on, LOIS will be accepted only for the purpose of quotation, purchase applications shall be made only by ICPO.
8. ICPOS that have the wrong procedures and are not directed to our company will not be accepted.
9. We will send only samples on behalf of buyer, buyer must pay the sample and all values for costs and shipping.
10. We work with FOB, CFR, CIF and.
11. We accept cards like BG and SBLC and others, but only as payment of the product and not as a guarantee, and provided they are irrevocable and transferable.
12. Visit the suppliers shall be permitted only with proof of funds and after signing the contract.
13. Buyers who send ICPO and don't work they will return to our black list

**PAYMENT**

**Container Payment**

 Payment in the contract of 30% advance and the 70% payment against shipping documents (POP) with mt103/72..

**Contract Payment**

MT 760 (SBLC) as Guarantee for TWELVE MONTHS AND ONE DAY (Operative funded for 01 Month) and MT 103 each Shipment against Documents .

Or

MT 760 (SBLC FULL) as Guarantee for TWELVE MONTHS AND ONE DAY (Operative funded for 12 Month) and MT 103 each Shipment against Documents .

Or

Payment in the contract of 30% advance and the 70% payment against shipping documents (POP) with mt103/72..

The shipping date will be : 20 International Business days after the SBLC`s of the Whole Contract is at the Supplier`s Bank and the CONTRACT will be 35 International Business days after the official SBLC is received by the Representative Supplier Bank. (Once the SBLC has been received, PACKAGE AND SHIPMENT PROCESS COMMENCE).

Payment shipment value x shipment delivery from Top 50 in the world, after received to Seller´s bank all the shipping documents for each shipment.

<http://www.bankersalmanac.com/addcon/infobank/wldrank.aspx>

<http://www.relbanks.com/worlds-top-banks/assets>

* **PERFORMANCE BOND**

The Seller will post 2% performance bond after receipt of payment guarantee instrument, for contrats, within ten days. The Seller group´s bank sends a 2 % performance bond to the Buyer`s bank in favor of the Buyer, issued and confirmed by an International First Class Bank.

The Buyer hereby authorizes the Seller to make all the necessary inquiries in order to verify the Buyer’s financial capacity for this negotiation, directly to our Bank, as informed with the details of the account.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Buyer’s Signature, title (seal)

Passport copy:



EDT  (Electronic  document  transmissions)

EDT  (Electronic  document  transmissions)  shall  be  deemed  valid  and  enforceable  in  respect  of  any  provisions  of this  Contract.  As  applicable,  this  agreement  shall  be:-Incorporate  U.S.  Public  Law  106-229,  ‘‘Electronic Signatures  in  Global  and  National  Commerce  Act’’  or  such  other  applicable  law  conforming  to  the  UNCITRALModel  Law  on  Electronic  Signatures  (2001)  and  ELECTRONIC  COMMERCE  AGREEMENT  (ECE/TRADE/257,Geneva,  May  2000)  adopted  by  the  United  Nations  Centre  for  Trade  Facilitation  and  Electronic  Business(UN/CEFACT).  EDT  documents  shall  be  subject  to  European  Community  Directive  No.  95/46/EEC,  as  applicable.

Either  Party  may  request  hard  copy  of  any  document  that  has  been  previously  transmitted  by  electronicmeans  provided  however,  that  any  such  request  shall  in  no  manner  delay  the  parties  from  respecting  theirobligations  and  duties  under  EDT  instruments.