



14/05/2020

ICUMSA 45

IRREVOCABLE CORPORATE PURCHASE ORDER

N° ALOA YYYYMMJJ-Nr VALID FOR XX WORKING DAYS STARTING "Date"

FROM:

Company	
Registration number	
Address	
Postcode and City	
Country	
Represented by	
Position	
Nationality/Passport N°	/
Contact person	
Position	
Email	
Phone	
Cell Phone	

Referred to hereinafter as the **"Buyer"**.

TO: ALOA Universal Trading ©

License number 2194961

30F NEW TREASURE CENTER,

10 Ng Fong Street, San Po Kong,

KOWLOON. HONG KONG

Tel: 00852 81917042

Manager Director: Mr. Seyyed Abdesselam +32 485.58.43.86

CEO: Mr. Omar Amhamdi +32 470.07.07.57

WebSite: www.aloatrading.com

Referred to hereinafter as the **"Seller"**.

Each being referred to as a **Party** and, together, the **Parties**.



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We, **NAME OF THE BUYER**, with full corporate responsibility represented by **NAME OF THE LEGAL REPRESENTATIVE**, and with full knowledge of the act of fraud and as, declare with full corporate responsibility and authority, that we are ready, willing and able to buy the following products as stated below.

This Irrevocable Corporate Purchase Order ("ICPO") is for the purchase of Sugar ICUMSA 45 (origin Brazil) and is not to be circulated and is only for the purpose of this deal. This ICPO is made and entered into record on this day **XXXX**.

1. COMMODITY AND SPECIFICATIONS

ICUMSA : 45 RBU ICUMSA, ATTENUATION INDEX UNITS METHOD # 10-1978
POLARIZATION AT 20° : 99.80% MINIMUM
MOISTURE : 00.04 % MAXIMUM
SULPHATED ASH CONTENT: 00.04 % MAXIMUM
SO2 : 20 PPM
GRANULATION : FINE STANDARD
SOLUBILITY : 100% DRY AND FREE FLOWING
RADIATION : NORMAL W/O PRESENCE OF CESIUM OR IODINE SO2: CERTIFIED
COLOR : CRYSTAL WHITE
SEDIMENTS : NONE
SMELL : FREE OF ANY SMELL
CROP : 2016
MAGNETIC PARTICLES : MG/K4
SO : MG/K 20
MAX AS : 1 P.P.M.
MAX OS : 2 P.P.M.
MAX CU : 3 P.P.M.
REDUCING SUGAR : 0.010% MAXIMUM IN DRY MASS
HPN STAPH AUREUS : PER 1 GRAM – NIL
MICROBIOLOGICAL LIMITS : PATHOGENIC BACTERIA INCLUDING SALMONELLA PER 1 GRAM – NIL BACILLUS PER 1 GRAM - NIL
SUBSTANCE : SOLID, CRYSTAL
PESTICIDE TRACES : MAXIMUM MG/KG BASIS – DDT 0.005 – PHOTOXIN 0.01 – HEXACHLORAN – GAMMA ISOMER 0.005

2. DELIVERY, INSPECTION AND SHIPMENT

TOTAL CONTRACT	SHIPMENTS	DELIVERY PER MONTH	PACKAGING	The bank guarantee with DLC or IRDLC or SBLC or BG in value « one » month delivery + payment transfer via « MT103 »
MT - CIF	SPOT/CONTRACT			CONTRACT without European Certificate
Total Quantity	Number of shipments	Quantity	Bags / Containers	Price US\$ / MT / Destination



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The inspection at loading port of the quantity, weight and quality of traded goods. should be carried out by **SGS (or similar authority)**.

The first shipment will be completed within 40 days following verification, authentication and confirmation of an operative payment instrument in a format acceptable by the Seller and the Seller's bank.

The Seller undertakes to deliver to the Buyer the Contract Quantity in accordance with Exhibit 1.

3. PAYMENT TERMS

The payment instrument must be issued by a Top « AA » rating bank Top 25/50 (twenty-five / fifty) or being confirmed by such a bank or any acceptable bank for the Seller.

Payment will be made by revolving, irrevocable, assignable, unencumbered, divisible, operative and transferable Stand By Letter of Credit (SBLC) OR by revolving, irrevocable, assignable, divisible, callable and transferable Documentary Letter of Credit (DLC) for **Total Quantity** MT X USD **Price/** MT CIF (Incoterms 2010) = **Total Price US\$ Dollars (Total Price in letters** United States Dollars) covering the last month shipment quantity and value that will act as a collateral security guarantee towards successful completion and lifting of the contracted quantity, and with a maturity date of **XXXX** months.

Payment for each shipment will be made either by SWIFT MT 103 or by DLC for the value of **Quantity per month** MT X US\$ Dollars / MT CIF (Incoterms 2010) = **Price per month US\$ Dollars (Price per month in letters** United States Dollars) payable from bank to bank at sight upon presentation of the agreed shipping documents:

- The seller's commercial invoice
- Packinglist
- Certificate of quality
- Certificate of quantity
- Certificate of origin
- Phytosanitary certificate
- Full set of « FREIGHT PREPAID» and « CLEAN ON BOARD » marine bill of lading, certificate of weight, quantity and quality.
- Marine insurance policy covering minimum of 110% face value of the goods in the name of buyer

4. PERFORMANCE BOND

A Performance Bond of two percent (2%) of the value of one (1) Cargo is provided by the Seller to the Buyer.



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5. PROCEDURE

- 5.1 At reception of the FCO, the Buyer signs and sends an ICPO (Irrevocable Corporate Purchase Order).
- 5.2 Within 5 (five) banking days following the sending of the ICPO, the Buyer shall send to the Seller:
 - The bank verbiage of the financial instrument, and
 - A RWA Proof of Funds via a banking SWIFT with the total amount of the ICPO – total amount of the ICPO if SPOT contract or amount of one month delivery if ANNUAL contract.
- 5.3 When both Parties agree on the terms of the Contract as well as on the identification and verbiage of the financial instrument, the Seller will issue the signed and sealed FINAL CONTRACT. Electronic signatures may be considered valid in this transaction, but for legal purposes, each party will be committed to send the original signed version of the contract by DHL or similar within 8 (eight) banking days following the reception of the signed and sealed Contract.
- 5.4 Feasibility of financial operation with pre-identified respective Buyer's / Seller's bank is secured and the Contract is lodged with the latter 3 (three) banking days after step 3.3.
- 5.5 Within three (3) business days after step 3.3, the Seller sends signed and sealed **proforma invoice** for the value of the Contract.
- 5.6 No later than 5 (five) banking days after step 3.5, the Buyer's bank sends pre-advice (MT799) in relation to the draft payment instrument to the Seller's bank.
- 5.7 The Seller's bank confirms the pre-advice (MT799) with full bank responsibility. The payment instrument must be issued by a Top « AA » rating bank Top 50 (fifty) or being confirmed by such a bank or any acceptable bank for the Seller.
- 5.8 Eight (8) international banking days after step 3.7, the Buyer's bank issues the agreed upon payment instrument for the value of the contract, which should be valid for the duration of the Contract.
- 5.9 The Seller's approved bank confirms the opening of the financial instrument.
- 5.10 Within eight (8) days after step above 3.8, the Seller will send a POP certificate, as well as the Certificate of Origin issued by the Brazilian Government Organ – FACIAP, and issue a performance bond of 2%.



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5.11 Within forty (40) days after step above 3.8, loading and inspection will be started.

The Seller guarantees on his account that each/the shipment will be provided with inspection of weight and quantity and quality at the time of loading, certificates shall be provided by SGS or similar authority at the seller's expense and shall be binding for both parties. The Seller instructs such authority to carry out the inspections under strict rules and in accordance with the specifications in the contract and/or the International Chamber of Commerce rules (incoterms 2010 latest edition, with all amendments).

5.12 Once the loading is finalised, the Seller addresses all documents required for payment to the Buyer and the Buyer's Bank. Each/the shipment is payable 100% (hundred percent) at sight at loading port by « MT103 » against presentation of the shipping documents to the Buyer's bank.

5.13 Payment to the bank account of the Seller for the shipment will be made within 2 (two) business days after presentation of 1 (one) copy of the agreed documents (see point 4 below).

5.14 The vessel leaves the port only once the Seller's bank confirms the full execution of the payment.

6. BUYER'S BANKING DETAILS

6.1 Bank Account Details

Bank name	
Department	
Address	
City	
Country	
Bank account name	
Bank account number / IBAN	
SWIFT CODE	
Bank phone	
Bank fax	
Bank officer name / position	
Bank officer e-mail	



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6.2 Issuing Bank

Bank name	
Address	
City	
Country	
Bank account name	
Bank account number / IBAN	
SWIFT CODE	
Bank phone	
Bank fax	
Bank officer name / position	
Bank officer e-mail	

6.3 Confirming Bank

Bank name	
Address	
City	
Country	
SWIFT CODE	



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We, **NAME OF THE BUYER**, are acting with full corporate responsibility By sending this Irrevocable Corporate Purchase Order we state with full legal responsibility that we are irrevocably ready, willing and able to purchase the product as explained and legal signatory with full corporate power and are aware that this Irrevocable Corporate Purchase Order is the only current active and valid Irrevocable Corporate Purchase Order and has been exclusively offered to **ALOA Universal Trading** for the release of the Draft Agreement.

THE BUYER	NAME OF THE BUYER
REPRESENTED BY	NAME OF LEGAL REPRESENTATIVE
POSITION	
SEAL AND SIGNATURE:	
DATE:	XXXX2020



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Exhibit 2
ESTIMATED SHIPMENT SCHEDULE AND QUANTITY

<u>Month</u>	<u>Shipment quantity / MT</u>	<u>Total quantity / MT</u>	<u>CIF Port</u>
Trial			CIF (name) Port
1	MT	MT	CIF (name) Port
2	MT	MT	CIF (name) Port
3	MT	MT	CIF (name) Port
4	MT	MT	CIF (name) Port
5	MT	MT	CIF (name) Port
6	MT	MT	CIF (name) Port
7	MT	MT	CIF (name) Port
8	MT	MT	CIF (name) Port
9	MT	MT	CIF (name) Port
10	MT	MT	CIF (name) Port
11	MT	MT	CIF (name) Port
12	MT	MT	CIF (name) Port

Total number of months

Total quantity shipped

Estimated delivery date