

## Sale Contract

**1-Sale Contract No:** SP/400/04/208

**Dated:** 25 December 2021

**2-Sellers Internal Reference:** 40042

**3-Seller/Beneficiary:**

SPI International Proprietary LTD.

Address: No. 306, Isie Smuts Street, Garsfontein, Ext.3, Pretoria, South Africa

**4-Buyer/Applicant:**

PCC(Shanghai) international Trading Co.Ltd

Address: RM901, China Fortune Plaza, No. 889 Gaoke Road (west), Pudong, Shanghai, China

Tel No.: +86 13701817155

**5-Product & Quantity:**

GRADES	Total (MT)	Shipment
HDPE HF15110	2,227.50	2nd half of January-February-March 2022
LDPE LF12119	1,485.00	
LDPE LF12047A	742.50	
<b>TOTAL</b>	<b>4,455.00</b>	

Total Net weight: **4,455.00 MT** ± 5% on Seller's option. (180 × 40' FCL(Full Container Load) × 24.75 MT).  
Each 40' FCL: 18 pallets.

**6-Packing:**

Palletize with shrink each pallet: (25 kg Bag × 55).

- Wooden or Plastic Pallet (on Seller's option).

**7-Quality:**

As per Manufacturer's Specification stated as attached.

**8-Delivery Term:**

CFR China Main Port(s).

**9-Destination:**

China Main Port(s).

**10-Vessel:**

As per Seller's option.

**11-Load Ports:**

Assaluyeh, Iran.

**12-Payment:**

10% Total provisional amount to be paid as advanced payment before 04 January 2022 and the 90% remaining amount to be paid against final BL Draft. The aforesaid 90% remaining amount must be settled 10 days before vessel arrival to port of destination, any failure entitles the Seller to cancel this Sale Contract and renders the Buyer responsible for compensation of any damages imposed to the Seller. In case of any failure by the Buyer, the Seller is entitled to confiscate the advanced payment.

**Note-1:** Payment Currency is USD to be paid in the Seller's nominated bank accounts. In case the Buyer intends to pay in other currencies the same shall be intimated in writing to the Seller. Any change of currency shall be subject to prior written approval of the Seller.

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**Note-2:** Buyer must pay the total amount of cargo (10% + 90%) in due date based on Provisional Invoices/prices to the Seller (clause 14 of this sale contract). After finalizing the prices, the balance amount will be settled between two parties. Within 10 days from submission of "Total Final Calculation Sheet" Buyer shall review the same. Evidently failure of Buyer in confirmation or commenting the aforesaid "Total Final Calculation Sheet" within the said 10 days shall be construed as confirmation and approval.

Following approval of "Total Final Calculation Sheet", the Credit/Debit note will be exchanged by the parties. The Creditor shall determine and inform in respect of the repayment schedule of the balance.

**Note-3:** Any probable risk, cost, demurrage and delay in shipment due to delay in payments will be charged to the Buyer.

**Note-4:** Any banking charges shall be covered by the relevant concern party. It means, buyer and seller shall cover their transfer costs in their own banks. (Buyer for remittance, seller for receiving).

**13-Bank details:**

Subject to further notice to Buyer.

**14-Price:**

CFR China = ICIS mean average of CFR China price quoted in China weekly ICIS, 3 weeks round Arrival Date (one week before Arrival Date, week of Arrival Date, week after Arrival Date) + A

A= Plus USD7/MT for HDPE HF15110

A= Plus USD17/MT for LDPE LF12119

A= Plus USD16/MT for LDPE LF12047A

For HDPE HF15110 price of HDPE Film grade and for LDPE LF12047A and LDPE LF12119 price of LDPE Film grade in China ICIS publication will be applied. In case of non-publication or non-availability of any of 3 required quotations on formula, the absent publication would be automatically deleted from formula calculation. In case of non-publication or non-availability of all 3 required quotations on formula, the first immediate available quotation before arrival date shall be considered. The week is to consider from Monday to Sunday.

**15-Provisional Price:**

Grades	Total (MT)	Unit Price (USD/MT)	Total Provisional Amount (USD)	10% Advanced Payment (USD)
HDPE HF15110	2,227.50	1,147.00	2,554,942.50	255,494.25
LDPE LF12119	1,485.00	1,467.00	2,178,495.00	217,849.50
LDPE LF12047A	742.50	1,466.00	1,088,505.00	108,850.50
<b>TOTAL</b>	<b>4,455.00</b>		<b>USD 5,821,942.50</b>	<b>USD 582,194.25</b>

- Total Provisional Amount in above table is calculated based on China ICIS publication in week of Sale Contract Date + A.

- Provisional balance prices (90%) shall be calculated based on the latest week prices of China ICIS publication in week of B/L date + A against Seller's issued Provisional Commercial Invoice.

**16- Title and Risk:**

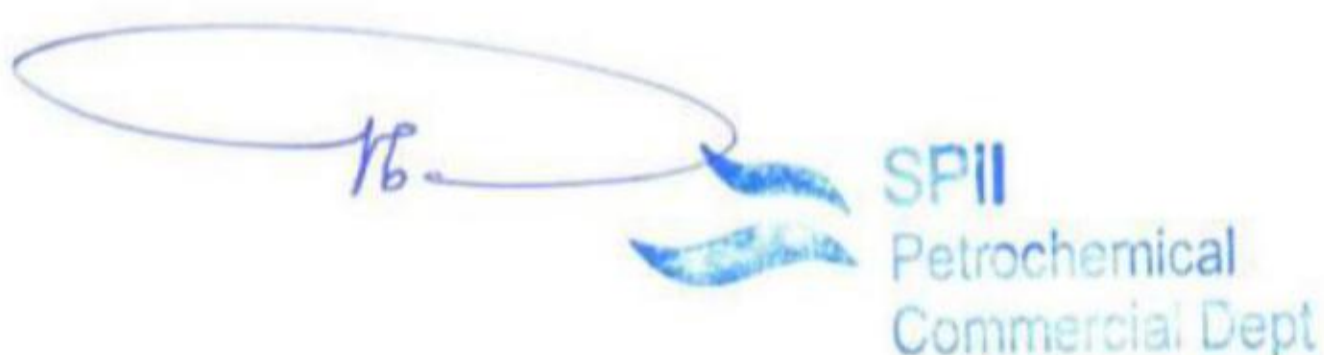
Title and Risk of cargo shall pass from Seller to Buyer after completion of loading container on board of Vessel.

**17 -Insurance:**

Buyer is responsible for purchasing the proper insurance policies to cover any and all damages to the cargo and the copy of such insurance policy shall be submitted to Seller upon request.

**18-Incoterm:**

2010 to be applied.



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**19-Document:**

- 1- Commercial invoice issued by beneficiary.
- 2- Full set Bill of Lading.
- 3- Packing list .

**20-Note:**

- 1- Partial shipment is allowed.
- 2- Transshipment is allowed.
- 3- Third party documents are acceptable.
- 4- Minor typographical errors are acceptable.
- 5- In discharge port free time is 14 days and THC shall be at buyer's account.
- 6- Minimum number of containers for each set of B/L is 10 containers. In case of Buyer's request for split to less than 10 containers, Buyer will be charged USD 60.00 as Issuance cost of each extra set of B/L, before loading. After loading, Buyer will be charged USD 150.00 as issuance cost of any split of each set of B/L.
- 7- All OBL split/switch/issuance charges in destination will be on Buyer's account.
- 8- After booking the containers, no change in destination port and split request will be accepted.

**21-SETTLEMENT OF DISPUTE:**

Governing Law:

This Guarantee shall be exclusively governed by and construed in accordance with the laws of the People's Republic of China excluding the private laws of China.

Arbitration:

All disputes in connection with this Sales Contract can be settled through friendly negotiation. If no settlement can be reached through negotiation within [30] days after the date of such negotiation was first requested in writing by a Party, either party shall have the right to submit the dispute to China International Economic and Trade Arbitration Commission in Beijing for arbitration in accordance with the commission's arbitration rules in effect at the time of submission. The arbitration award shall be final and binding upon both parties. During the dispute, the Seller and the Buyer shall continue to perform the terms not involved in the dispute.

Language:

English language shall be used in documents addressed by either party to the other, as well as arbitration proceedings.

**22-FORCE MAJEURE:**

Neither party shall be liable for damages or otherwise to the extent that its ability to fulfill any provision of this contract is delayed, hindered, or prevented by, without limitation, act of God, earthquake, fire, explosion, storm, flood, war (declared or undeclared), rebellion, revolution, invasion, hostilities, riot, labor disputes of any kind, strike, lockout or injunction (whether or not such labor dispute is in the reasonable control of each party), perils of the sea or accident of navigation, breakdown of any plant of SELLER's customers or SELLER's suppliers, shutdown of any plant of SELLER or receivers caused by governmental action or inability to obtain fuel, power or raw materials, breakdown of loading or receiving facilities, import or export restrictions, closing of canals or rivers, blockage or canals, rivers, ports or waterways, any event, matter or thing wherever occurring and whether or not of the same class or kind of those set forth which by exercise of due diligence the party concerned is unable to overcome, whether or not such occurrence is reasonably foreseeable.



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**23-Validity:**

This contract will come into effect upon both:

- Signature by both parties prior to 29 December 2021
- Payment of advanced payment prior to 04 January 2022

**Seller's Signature**

SPI International Proprietary LTD.



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Commercial Dept

**Buyer's Signature**

PCC(Shanghai) international Trading Co.Ltd



**Sale Contract**

**1-Sale Contract No:** SP/400/04/208

**Dated:** 25 December 2021

**2-Sellers Internal Reference:** 40042

**3-Seller/Beneficiary:**

FARGO INTERNATIONAL TRADE CO LIMITED

Address: UNIT NO A222 3F HANG FUNG INDUSTRIAL BUILDING PHASE2, NO 2G HOK YUEN STREET, HUNGHOM HONG KONG

**4-Buyer/Applicant:**

PCC(Shanghai) international Trading Co.Ltd

Address: RM901, China Fortune Plaza, No. 889 Gaoke Road (west), Pudong, Shanghai, China

Tel No.: +86 13701817155

**5-Product & Quantity:**

GRADES	Total (MT)	Shipment
HDPE HFI5110	2,227.50	2nd half of January-February-March 2022
LDPE LFI2119	1,485.00	
LDPE LFI2047A	742.50	
<b>TOTAL</b>	<b>4,455.00</b>	

Total Net weight: **4,455.00 MT** ± 5% on Seller's option. (180 × 40' FCL(Full Container Load) × 24.75 MT).  
Each 40' FCL: 18 pallets.

**6-Packing:**

Palletize with shrink each pallet: (25 kg Bag × 55).

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**7-Quality:**

As per Manufacturer's Specification stated as attached.

**8-Delivery Term:**

CFR China Main Port(s).

**9-Destination:**

China Main Port(s).

**10-Vessel:**

As per Seller's option.

**11-Load Ports:**

Jebel Ali, U.A.E

**12-Payment:**

10% Total provisional amount to be paid as advanced payment before 04 January 2022 and the 90% remaining amount to be paid against final BL Draft. The aforesaid 90% remaining amount must be settled 10 days before vessel arrival to port of destination, any failure entitles the Seller to cancel this Sale Contract and renders the Buyer responsible for compensation of any damages imposed to the Seller. In case of any failure by the Buyer, the Seller is entitled to confiscate the advanced payment.

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No 2g Hok Yuen Street, Hunghom Hong Kong





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### 13-Bank details:

Account Name: FARGO INTERNATIONAL TRADE CO LIMITED

Company Address: UNIT NO A222 3F HANG FUNG INDUSTRIAL BUILDING PHASE2, NO 2G HOK YUEN STREET, HUNGHOM HONG KONG

Bank Name: ZHEJIANG CHOUZHOU COMMERCIAL BANK CO LTD

Bank Address: YIWU LEYUAN (EAST) JIANGBIN ROAD, YIWU, CHINA

USD Account No.: NRA56567142010500004303

Swift Code: CZCBCN2X

### 14-Price:

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No 2g Hok Yuen Street, Hunghom Hong Kong





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fargo.intl.trade@gmail.com



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**22-FORCE MAJEURE:**

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**23-Validity:**

This contract will come into effect upon both:

- Signature by both parties prior to 29 December 2021
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FARGO INTERNATIONAL TRADE CO LIMITED

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PCC(Shanghai) international Trading Co.Ltd

