ASSOCIAÇÃO NACIONAL DOS EXPORTADORES DE CEREAIS
(NATIONAL ASSOCIATION OF GRAIN EXPORTERS)
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43.A

Spot Shipments
BRAZILIAN MAIZE
F.O.B. CONTRACT FOR PARCELS

Revised and Effective from 1st May 2025

SELLER:.....
BUYER:.....
BROKER:.....

1. **QUANTITY**:.....(.....)
metric tons of 1,000 kilograms each, exact quantity. Shipment per one or more vessels. The Seller bears all costs, risks of loss and damage to the goods until they have passed ship's rail at the port of shipment, when all costs, risks of loss and damage to the goods are immediately transferred to the Buyer.

2. **GOODS**: .....

3. **QUALITY / CONDITION**:
According to clause 3 of the "ANEC STANDARD CONTRACT NUMBER 43", valid in time and place of shipment.

4. **PACKING**: In bulk

5. **DELIVERY PERIOD**:
Between....., both dates included

6. **CONTRACT PRICE**:
US$.....(.....)
per metric ton of 1,000 kilograms each, basis Bulk Carrier, delivered free on board, stowed and trimmed.

7. **PORT(S) OF SHIPMENT**:.....

8. **NOMINATION OF VESSEL**:
Buyer shall give written nomination of vessel to Seller. The vessel nomination shall comply with all the following requirements:
   - nomination shall state vessel's ETA date, IMO number, flag, age, ownership, destination, vessel agent, and detention rate.
   - Nomination must be received by sellers before vessel's berthing.

Seller has the right to reject nomination of a vessel whenever any or all the requirements and/or information above are not fulfilled.
Such rejection shall be notified to the Buyer without delay.

Details of Maritime Agent and, if applicable, superintendent and fumigation company acting on behalf of buyer shall be informed together with nomination.

The Seller shall not be obliged to commence loading before the Loading Obligation Time. The Loading Obligation Time shall be five working hours after the nomination is received (working hours to be Monday to Friday, from 8:00am to 5:00pm, Brazilian official time – Brasilia, holidays excepted) even if loading actually commences earlier. Seller is not obliged to provide cargo release if vessel has berthed prior to the Loading Obligation Time.

Nomination of vessel is irrevocable unless (i) Buyer can prove that vessel is unable to proceed to loading port due to an event out of Buyer's control, in which case a new vessel shall be nominated in accordance with this Contract or (ii) Seller agrees to the substitution or (iii) all the following conditions are fulfilled:

A. The Buyer must give written notice of the substitution of the vessel to Seller. Such substitution shall fulfil all of the conditions for a vessel nomination and include all of the information required. The Loading Obligation Time shall be five working hours after the substitution is received (working hours to be Monday to Friday, from 8:00am to 5:00pm, Brazilian official time – Brasilia, holidays excepted).
B. A maximum of 2 substitutions are allowed under this contract. A third substitution is exceptionally allowed in the case of Short Shipped Quantity.
C. If the substitution concerns a Short Shipped Quantity, this condition shall apply. A Short Shipped Quantity means the difference between the quantity nominated to be loaded on a vessel under this contract and the quantity actually loaded. If the Buyer nominates a substitute vessel for a Short Shipped Quantity, the Loading Obligation Time of the Short Shipped Quantity will be the time agreed by the parties to the Contract or, failing specific arrangement, five working hours after the substitution is received (working hours to be Monday to Friday, from 8:00am to 5:00pm, Brazilian official time – Brasilia, holidays excepted). The substitution of the Short Shipped Quantity shall be final and irrevocable and shall fulfil the following conditions failing which Seller can reject:
    i. The substitution shall fulfil all the conditions set out in A. and B.;
    ii. The substitution must be sent following the original string which must be mentioned in the substitution.

In the event that any of the conditions for a substitution are not fulfilled, the Seller shall have the right to reject the substitution without delay. If, however, the Seller does not reject the substitution, the substitution shall be allowed, but Seller has the right to consider it as a new vessel nomination and start counting a new Loading Obligation Time.

9. WEIGHT:

According to clause 9 of the "ANEC STANDARD CONTRACT NUMBER 43", valid in time and place of shipment.

10. NOTICE OF READINESS ("NOR"):

According to clause 10 of the "ANEC STANDARD CONTRACT NUMBER 43", valid in time and place of shipment.

11. GENERAL LOADING CONDITIONS:

Tankers excluded. Loading of either deep/wing/transversal/vertical tanks and/or tonnage wells/holds excluded. Captain and crew shall collaborate in all quay movements necessary to accommodate shore loading equipment in the respective holds/spaces. Buyer shall give nomination of vessel in accordance with loading port rules in force at time and place of shipment.

The lesser of: As fast as vessel can receive, or as fast as berth equipment can load. However, if vessel gave "NOR" in time and if not sufficient goods are available to start loading on the Loading Obligation Time or when free berth becomes available, whichever is later, or if continuous loading of vessel has to be interrupted due to lack of cargo, Seller shall pay the amount named as detention at the rate specified in the vessel nomination during periods when loading is delayed. Detention at the rate specified in the nomination, which shall never exceed charter party demurrage rate or daily hire, as the case may be, is construed in the nature of liquidated damages and, as such, no further damages

shall be claimed and no further amounts shall be claimed, regardless of any effective detention claimed by and/or paid to the vessel. If the load port is Paranagua, ANNEX 001 shall also apply.

12. EXTENSION:

If the vessel has not tendered NOR as per clause 10 within the Delivery Period, Buyers shall be automatically entitled to a 30-day extension of the Delivery Period to fulfil such obligation ("Extension Period"). Sellers undertake to carry the goods for such extended period; however, Sellers shall complete loading after expiration of the Extension Period provided that the vessel tenders "NOR" as per clause 10 within the extended period.

In the event the vessel has not tendered "NOR" as per clause 10 within Extension Period, Sellers shall have the right to declare Buyers in Default

At the end of the Extension Period, for the quantity not loaded as a result of Seller´s breach in providing the cargo, Buyers have the right to declare Sellers in default.

13. CARRYING CHARGES:

No Carrying Charges applicable.

14. PAYMENT:

According to clause 14 of the "ANEC STANDARD CONTRACT NUMBER 43", valid in time and place of shipment.

15. PERFORMANCE:

According to clause 15 of the "ANEC STANDARD CONTRACT NUMBER 43", valid in time and place of shipment.

16. NOTICES:

The Brazilian official time (Brasilia) shall apply under this contract.
Except notices related to clause 10 ("NOR") and 8 ("nomination of vessel"), any other notices received after 4:00pm on a Brazilian business day shall be deemed to have been received on the following business day.
A notice from the broker shall be a valid notice under this contract.

17. INSURANCE:

According to clause 17 of the "ANEC STANDARD CONTRACT NUMBER 43", valid in time and place of shipment.

18. TAXES/FEES:

According to clause 18 of the "ANEC STANDARD CONTRACT NUMBER 43", valid in time and place of shipment.

19. ARBITRATION:

According to clause 19 of the "ANEC STANDARD CONTRACT NUMBER 43", valid in time and place of shipment.

20. OTHER CONDITIONS:

According to clause 20 of the "ANEC STANDARD CONTRACT NUMBER 43", valid in time and place of shipment.

ANEC 300 shall apply to this contract.

This contract shall be conclusively presumed to have been entered on.....20.....
SELLER:.....
BUYER:.....
BROKER:.....