ASSOCIAÇÃO NACIONAL DOS EXPORTADORES DE CEREAIS
(NATIONAL ASSOCIATION OF GRAIN EXPORTERS)
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BRAZILIAN SORGHUM

F.O.B. CONTRACT FOR PARCELS

Revised and Effective from 25th April 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:** Brazilian Sorghum, crop.....

3. **QUALITY / CONDITION:** To be final at time and place of shipment per certificate(s) covering and limited to the items below based on a general representative composite sample taken according to method laid down in GAFTA Sampling Rules 124 and issued by a Superintendent Member of GAFTA. Cost and choice are on Seller's account.

3.1. Laboratory analysis:

			Method:
• Moisture	: Maximum	13.50%	ISO 712
• Aflatoxin	: Maximum	20PPB	HPLC

3.2. Grading by a Superintendent or Analyst Member of GAFTA registered at Brazilian Ministry of Agriculture:

• Impurities, fragments and Foreign Matter	: Maximum	2.0%
• Damaged	: Maximum	11.0% of which
○ Heat/sprout damaged kernels	: Maximum	3.0%
○ Broken Kernels	: Maximum	6.0%
• Damaged by insects	: Maximum	3.0%
• Free from poisonous seeds/husks but ▪ castor seed and/or castor seed husks	: Maximum	0.10%

Grading to be performed according to Portaria 268/1984 issued by Brazilian Ministry of Agriculture. Any further revision or replacement of these regulations in force at time of loading shall be applied.

Other quality/condition in accordance with Brazilian Legislation effective at time and place of shipment.

Buyer has the option, at its expense, to appoint a Superintendent, Member of GAFTA and duly registered under the Brazilian Ministry of Agriculture, to perform joint sampling and sealing, provided that the Seller is advised, no later than vessel's berthing, the name of the Superintendent Buyer is appointing.

If the difference in any of the following items between Certificates issued by Buyer's and Seller's appointed Superintendent does not exceed the percentages mentioned below, then the results of Superintendent appointed by Seller will be final and binding on the parties.

- Not applicable

Otherwise, at either party's option exercised no later than 45 days from the BL date and at its expense, a third test shall be carried out as per following procedure and the average of the 2 closest analysis results shall be final and binding on the parties under this contract.

Any allowances shall be settled by a complementary debit note.

The requesting party shall inform the other party about its decision to request a third test, by submitting a list containing the names of three laboratories and/or superintendents, as the case may be, and the other party shall confirm within no later than three business days which of these three laboratories (and/or superintendents) the requesting party shall appoint for conducting the third test.

In case the counterparty fails to respond, the requesting party has the right to proceed and appoint any of the three laboratories (or superintendents).

- The test shall be performed on a contractual composite (aggregate) sample counter-sealed by Seller's and Buyer's appointed Superintendent.
- For laboratory analysis, the chosen laboratory and/or Superintendent shall be an independent laboratory and/or Superintendent chosen as mentioned above and recognized as a GAFTA Analyst Member who shall perform the tests following the methodology established in this contract.
- For grading analysis, the laboratory or superintendent chosen as described above shall also be recognized as a GAFTA Analyst Member duly registered under the Brazilian Ministry of Agriculture and shall perform the tests following the standards established in this contract.

The request of a third test shall not entitle Buyers to refuse or delay the payment of shipping documents in accordance with clause 14.

4. **PACKING:** In bulk

5. **DELIVERY PERIOD:** Between....., both dates included. Provided the vessel tenders NOR as per Clause 10 and is ready to load within the Delivery Period, Sellers shall, if necessary, complete loading after the delivery period.

6. **CONTRACT PRICE:**

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

7. **PORT(S) OF SHIPMENT:**.....
Sale performed basis one safe berth at Seller's option.

8. **NOMINATION OF VESSEL:** Buyer shall give written nomination of vessel to Seller with a minimum 15-day pre-advice.

The vessel nomination shall comply with all the following requirements:

i. the minimum nominated quantity must be at least 1,000 metric tons;
ii. the nominated quantity must always be in multiples of 1,000 metric tons;
iii. nomination shall state vessel's ETA date, IMO number, flag, age, ownership, and detention rate (if clause 11.1 is opted) or despatch/demurrage rates (if clause 11.2 is opted).

Seller has the right to reject nomination of a vessel whenever any or all the requirements and/or information above are not fulfilled (except for Short Shipped Quantities as defined herein, and contracts for total quantity of less than 1,000mt). Such rejection shall be notified to the Buyer without delay.

The Seller shall not be obliged to commence loading before the Loading Obligation Date. The Loading Obligation Date shall be at 8:00am on the 16th day after the vessel nomination date or the first day of the Delivery Period, whichever is later, even if loading actually commences earlier.

No later than 5 days prior to berthing of vessel at loading port, Buyer shall declare fumigation company acting on its behalf (if applicable) and the vessel's destination(s).

If last ETA date reported by Master or NOR, as the case may be, exceeds 10 days from ETA date informed at Nomination, the original Loading Obligation Date shall, only one time, be extended by 10 days.

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.
B. The ETA date of the substituting vessel must be no more than 5 days earlier or 5 days later than the last ETA date reported by Master of the substituted vessel.
C. If conditions set out in A. and B. are fulfilled, the Loading Obligation Date will remain the same, provided that the substitution is received by the shipper of the goods at the no later than 3 business days prior to the new vessel's ETA date.
D. Maximum of 2 substitutions are allowed under this contract. A third substitution is exceptionally allowed in case of Short Shipped Quantity.
E. 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 Date of the Short Shipped Quantity will be the date agreed by the parties to the Contract or, failing specific arrangement, at 8:00am on the 16th day after the date of the substitution. 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 received by the shipper of the goods no later than 3 business days prior to the new vessel's ETA date; and
    iii. 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 Date.

9. WEIGHT: To be final at time and place of shipment per certificate(s) issued by the Independent Superintendent at Seller's option and account, based on figures ascertained by official shore scales. In case official shore scale is not available at loading terminal, custom's Draft Survey figures will be final.
Buyer has the option, at its expense and for its own guidance, to request for joint weight control, advising the Seller in due time the name of the Independent Superintendent it is appointing (as per clause 3).
For all effects and purposes, results of the Seller's appointed Independent Superintendent will be final and binding on the parties. Any figures other than those described above will not be acceptable.

10. NOTICE OF READINESS ("NOR"): To be tendered when the Vessel has arrived at usual waiting place at loading port and is ready in all respects to load, whether in port or not. NOR tendered after 5:00pm on regular business days, or after 11:00am on Saturdays, or on Sundays and Holidays shall be effective under this contract only from 8:00am of the immediate next working day.

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. (*specify as applicable).

***11.1.** 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 Date 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.

Or

***11.2.** Into the main holds only at the following average daily rates which are to apply on the total cargo:

a. Self-trimming Bulk Carrier:.....: ..... metric tons
b. Non self-trimming Bulk Carrier:.....: ..... metric tons
c. Time to count per weather working day of 24 consecutive hours. Saturday afternoons, Sundays, and Federal and/or State and/or Municipal holidays excepted, even if used.
   On Mondays and on days after a holiday, time to start/restart counting at 8:00am. Rain periods at anchorage while waiting for berth not to count as laytime unless vessel already on demurrage.
   Seller shall not be responsible for any time lost due to act of God, strike, lockout, riots, civil commotion, labour stoppages at the port(s) of loading or elsewhere preventing the forwarding of the goods to such port(s), breakdown of machinery and/or winches, power failure, fire or any other cause of "force majeure".
d. Despatch/ demurrage: Despatch to be half of the demurrage and to be earned on all working time saved. Despatch/demurrage rates to be indicated to Seller together with nomination of vessel as per Charter Party rates that shall be demonstrated by Buyers if requested.
e. Laytime to start counting at 8:00am on the next regular working day after NOR is considered effective as established in clause 10. In case vessel is declared unsuitable, laytime starts to count only at the moment vessel is declared suitable in all respects to receive cargo, regardless if NOR was re-tendered.
   Laytime not to commence prior to Loading Obligation Date as set out in clause 8.
   Once on demurrage always on demurrage, without time deductions until the end of fumigation.
   Shifting from roads to berth not to count as laytime even if on demurrage.
   Whenever the vessel nominated is loaded by more than one Shipper per berth and/or more than one bulk commodity per berth and/or at more than one berth per port, the time attributed to each individual berth shall be prorated among all the Sellers/commodities loading at that berth. At second and/or further berths, laytime shall start to count from the time vessel is anchored at anchorage area or berthed, whichever is earlier.
   Laytime shall finish upon completion of fumigation.
   If one or more shippers do not have the goods ready for loading at the berth, then prorated counting of laytime to stop from the moment all goods are loaded by shippers who had goods ready, and time to count

separately for the remaining parcel(s). If the vessel is not allowed to berth because goods are not ready for loading, faulty sellers will be jointly and exclusively responsible for whole Vessel's laytime costs from the moment of such failure until vessel is berthed.

f. Goods to be fumigated on board at Seller's cost and laytime used to this effect, if any, to be on Seller's account.

12. EXTENSION: If the vessel has not tendered NOR as per clause 10 within the Delivery Period, Buyers shall be entitled to a 30-day extension of the Delivery Period to fulfil such obligation ("Extension Period"). Notice of such extension shall be dispatched to Sellers no later than the last day of the original contract Delivery Period, failing which Sellers shall have the right to declare Buyers in default. Sellers undertake to carry the goods for such extended period at the carrying charges rate stipulated in clause 13. 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 and Buyers shall additionally pay to Sellers an amount equal to carrying charges for the entire Extension Period.

13. CARRYING CHARGES: Provided Buyers have given notice claiming extension as per clause 12, carrying charges shall be due and calculated from the first day of Extension Period based on total shipped quantity at the rate of US$ 0.15 per metric ton per day for the first 10 days, thereafter an increase of US$ 0.05 per metric ton per day shall apply for each further following period of 10 days up to the date the Vessel's loading operation is fully completed at loading berth. Carrying charges are construed in the nature of liquidated damages and, as such, no further proof of damages shall be required. The foregoing rate includes storage, interest, shrinkage and insurance costs.

The following shall apply under this clause:

A. If nominated/substituting vessel tenders a valid "NOR" as per clause 10 on or before the last day of Delivery Period, carrying charges are not due, even if goods are loaded or loading is completed after the Delivery Period.
A.1. If Seller obligation to load starts in the Extension Period, carrying charges will be due until shipment date.

B. If the nominated goods are loadready and berth is free but the vessel does not berth for any reason beyond Sellers' control, carrying charges shall be due from the first day after the end of Delivery Period even if vessel tendered "NOR" within the Delivery Period.

C. If detention is due under 11.1, no carrying charges are due during such periods as detention is payable.

D. If Buyer fails to give extension notice as per clause 12 and Seller decides to ship the goods, Carrying Charges as provided for in this clause shall be due.

14. PAYMENT:.....On presentation of following documents:

A. "Clean On Board" Bills of Lading, 3 originals and 2 non-negotiable copies.

B. Original Certificate of Weight and Certificate of Quality.

C. Original Commercial Invoice including carrying charges and interest, as the case may be.

D. Phytosanitary Certificate issued in accordance with Brazilian Legislation effective at time and place of shipment. However, if issuance of such document is conditioned to any specific requirement, Buyer is responsible to provide official supporting documents from Importing Country Authority ("Phytosanitary Requirements").

E. Original of Certificate of Origin.

F. Original Certificate of Fumigation (basis 2 grams of PHOSPHINE per Cubic Meter on Seller's account) issued by a Fumigation company duly registered by the Ministry of Agriculture at the loading port.

14.1. In case Bills of Lading of each berth at each port are not at shipper's disposal until 4:00pm of second business day after "shipped on board" date on the Bill of Lading due to reasons beyond Seller's control, Seller has the right to present: (i) "clean on board" Mate's Receipt to comply with item A) and (ii) Letter of Undertaking (LOU) in accordance with template in ANNEX 2 to comply with items D) and E). Seller will, however, endorse Bill of Lading upon Buyer's request. Buyers shall, however, provide a copy the Bills of Lading to Sellers as soon as reasonably practicable after issuance.

Notwithstanding the above, if Buyer provides a copy of Bill of Lading before such time limit, Letter of Undertaking (LOU) above shall not apply.

14.1.1 In case the Phytosanitary Requirements according to Clause 14.D. is not at shipper's disposal until 4:00pm of second business day after vessel's loading completion due to reasons beyond Seller's control, Seller has the right to present Letter of Undertaking (LOU) in accordance with template in ANNEX 2 to comply with item 14.D.

14.2. Invoices and Debit Notes must be settled within 2 business days. The ones relating to detention and/or demurrage and/or despatch must be settled no later than 30 days after presentation date. Time to count from the next business day at the domicile agreed for presentation of documents, excluding Municipal, State, Federal or bank holidays at such domicile.
In case of presentation of original documents through a bank, time for payment to start counting as of receipt by Buyer of bank's notice and of bona fide copies of such originals from Sellers.

14.3. In the event any payment due is effected with delay, Buyer to pay Seller interest of 4% over the New York Banks prime rate ruling at the date payment should have been effected, without prejudice to Seller's right in case of non-payment.

15. PERFORMANCE: This Contract is for the physical delivery of the Goods described on the face of this document. However, in the course of its execution, situations involving CIRCLES and STRINGS might occur and, in this case, the parties expressly agree with the terms provided for in this clause.

15.1. CIRCLE: Where a Seller repurchases from its Buyer, or from any subsequent Buyer, the same goods or part thereof, a circle shall be considered to exist as regards the particular goods so repurchased, and the provisions of the Default Clause of GAFTA 64 shall not apply. (For the purpose of this clause, the same goods shall mean goods of the same description, of the same country of origin, same currency, of the same quality and, where applicable, of the same analysis warranty for delivery to the same port(s) of loading during the same period of delivery.)

A. If the goods are not delivered or, having been delivered, documents are not presented as a result of a circle having been established, invoices based on the mean contract quantity shall be settled between each Buyer and its Seller in the circle by payment by each Buyer to its Seller of the excess of the Seller's invoice amount over the lowest invoice amount in the circle.
B. Such settlement shall be due for payment no later than 15 consecutive days after the last day of the Delivery Period or, should the circle not be established before this time expires, then settlement shall be due for payment no later than 7 days after the circle is established. No circle shall be considered to exist if its existence is not established within 45 days after the last day of the contract Delivery Period.
C. All Sellers and Buyers shall give every assistance to the establishment of the circle and where a circle shall have been established same shall be binding on all parties to the circle. Should any party in the circle commit, prior to the due date for payment, to any act comprehended in the Bankruptcy/Insolvency Clause of GAFTA 64, the invoice amount for the goods calculated at the closing-out price, as provided for in the Bankruptcy/Insolvency Clause, shall be taken as the basis for settlement instead of the lowest invoice amount in the circle, and in this event each Buyer shall make payment to its Seller or each Seller shall make payment to its Buyer the difference between the closing-out price and the contract price, as the case may be.
D. In the event of a claim under the Prevention of Delivery Clause of GAFTA 64, the date for settlement shall be deferred until the expiry of the extended delivery period. Thereafter, if the contract is cancelled under the terms of the Prevention of Delivery Clause of GAFTA 64, this clause is not applicable.
E. When a circle is established as provided for in this clause and all the parties in the circle have the same Loading Obligation Date, none of the Sellers in the circle shall be required to pay detention to their Buyers in the circle.

15.2. DOCUMENTS BY PASS (STRING): In case of resales in string, any party may propose a documents bypass whereby one Seller involved in the string presents documents to any subsequent buyer at an agreed price.

A. Such proposal is to be made in good time, preferably prior to commencement of loading of the nominated vessel, and to contain names of sellers and buyers in the string, their individual prices and the suggested settlement of price differentials.

B. All parties in the string may, at their own absolute discretion, refuse or agree without prejudice to their rights and obligations under their own contract, and the proposal will be declared in force only if all parties in the string have confirmed their agreement, otherwise it will be declared failed. Agreement by each party shall include their express acceptance of the Arbitration Clause and of the Insolvency Clause of GAFTA 64. Either declaration, in force or failed, shall be notified without delay to all parties involved by the party that made the original proposal.

C. If such declaration is not received by the time the vessel has started to load, the first seller may withdraw its agreement and present document to its own buyer or, at its option, charge interest at the rate stipulated in this contract for any time lost in presentation of documents.

D. When a string proposal is declared in force, each party shall be deemed to have entered into a contract with all other parties in the string (who are also trading on the same terms), including express agreement by all parties to arbitration and to the application of the Insolvency clause. It shall also be deemed to have transferred automatically from the first to the last buyers the obligation to pay for the goods and to cover insurance in accordance with the Insurance clause. Likewise, the acceptance of a string proposal by parties other than the first sellers and the last buyers shall constitute their firm commitment to pay any price differentials and other monies due.

E. Should the nominated vessel for a string already in force be substituted, totally or in part, the first seller is under no obligation to commence loading the substitute vessel prior to the receipt of the substitution from its own counterparty.

F. Despite agreeing without prejudice to a document bypass proposal, all the parties' rights and obligations under their individual contracts, save as amended by operation of the agreed bypass, shall remain fully in force. Prior to the presentation of documents to the end buyer, any party in string may, in the event of unforeseen and serious circumstances, including the insolvency or threatened insolvency of any party in the string, withdraw the agreement, by giving immediate notice of such withdrawal to all other parties. The documents shall then be presented through the string between individual counterparties.

G. To permit settlement of price differentials, the end buyer in string shall without delay confirm the receipt of shipping document and exact quantity shipped to all parties involved, and price differentials as agreed shall then be paid in 48 hours from receipt of the relevant debit note. Carrying charges, any detention or demurrage and/or quality allowances, if due, shall be settled between individual counterparties.

H. Carrying Charges amounts and/or quality allowances may be included in the invoice covering original documents presentation if it was clearly stated in string proposal and accepted by all the parties involved. The party receiving documents in a string proposal must inform quality results in the notice sent to all parties involved declaring that documents were received in Good Order.
In this case:
   i. No carrying charges to be settled between the other parties, unless there are different delivery periods involved.
   ii. Quality allowance percentages must be discounted from the price differences applied between the other parties as shown in the string proposal.

I. All Sellers and Buyers under contracts containing the Documents By-Pass Clause shall be deemed to have entered into mutual agreements with one another to the above-mentioned effect, and to agree to submit to arbitration all questions and claims between them or any of them with regard to the execution of this clause in accordance with the Arbitration Clause of this contract.

16. NOTICES: The Brazilian official time (Brasilia) shall apply under this contract. Any notices - excluding the ones relating to "NOR", which are governed by item 10 - 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: Insurance will be covered by Buyer, as per GAFTA 64 conditions in force at the date of entering the contract. Upon request, Buyer shall confirm to Seller, prior to start loading, that same has been effected. In such case,

if cover notice is not received by Seller at time of loading, Seller has the right to cover insurance on Buyer's account and expense. Seller is to be considered as co-assured by Buyer's insurance.

18. TAXES/FEES: Vessel's port utilization tax/fees to be paid for in accordance with Port Administration rules and regulations. Brazilian taxes on cargo on Seller's account and risk. Buyer is responsible for all other vessel's port expenses. Buyer to be responsible for any increase in export taxes (including value added tax) and any new taxes that may come into force on any cargo lifted after the contractual period of delivery, which includes any extension period, provided it is properly claimed.

19. ARBITRATION: This Contract shall be governed by and construed in accordance with English law. Any disputes arising out of this contract, including any question of law arising in connection therewith shall be referred to arbitration in London (or elsewhere if so agreed) in accordance with the Grain and Feed Trade Association ("GAFTA") Arbitration Rules Nº 125 in force at the date of entering the contract, which Buyer and Seller hereby expressly accept and admit full notice and knowledge.

20. OTHER CONDITIONS: All other terms and conditions not in contradiction with the above to be as per contract no. 64 of the Grain and Feed Trade Association Ltd. - GAFTA, of which the parties admit to have knowledge and notice, and the details given herein shall be deemed as having been written into such contract-form in the appropriate place. Any special terms and conditions applying hereto shall be treated as if written on such contract-form.

20.1. It is part of this Contract and it shall be deemed as having been written into this contract-form: all Contractual Appendixes issued by ANEC in force at the date of entering this Contract.

This contract shall be conclusively presumed to have been entered on.....20.....

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