

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

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## **BRAZILIAN YELLOW MAIZE** F.O.B. CONTRACT FOR FULL CARGO

Revised and Effective from 1st January 2023

SELLER: BUYER: BROKER:
1. QUANTITY:
2. GOODS: Brazilian Yellow Maize, 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 covering full quantity loaded taken according to the GAFTA Sampling Rules 124 and issued by a Superintendent Member of GAFTA. Cost and choice are on Seller's account.
<ul> <li>3.1 Laboratory analysis:</li> <li>Moisture: maximum 14.5% (ISO 6540:1980) – by a GAFTA Analyst Member</li> <li>Total Aflatoxins (B1-B2-G1-G2): maximum 20 PPB (HPLC) – by a GAFTA Analyst Member or by an ISO 17025 accredited laboratory</li> </ul>
<ul> <li>3.2 Grading by a Superintendent or Analyst Member of GAFTA registered at Brazilian Ministry of Agriculture:</li> <li>Foreign matter</li></ul>
Grading to be performed according to IN 60/2011 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 duly registered as under Brazilian Ministry of Agriculture to perform joint sampling and sealing provided that the Seller be advised, at the latest upon vessel's berthing, of the name of the Independent Surveyor Buyer it is appointing. If the difference in any of the following items between Certificates issued by Buyer's and Seller's appointed Surveyors does not exceed the percentages mentioned below, then the results of Surveyors appointed by Seller will be final and binding on the parties.
- Moisture 0.5%, Foreign Matter 0.5%, Damaged kernels 0.5%, and Heat Damaged and/or Germinating 0.5%.
Otherwise, at request of either party exercised within 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. Requesting party shall inform the other party about its decision of requesting a 3 <sup>rd</sup> analysis, by submitting a list containing the name of three laboratories and/or surveyors, as the case may be, and the other party shall confirm its agreement to one of these three names within three business days. In case counterparty fails to respond, requesting party has the right to proceed and appoint any of the three names the test shall be performed on a contractual composite (aggregate) sample counter-sealed by Seller's and Buyer's appointed Surveyors; - for laboratory analysis, the chosen laboratory shall be an independent Surveyor chosen as mentioned above and recognized as a GAFTA Analyst Member who shall perform the tests following the methodology established on 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,
or

6.2 Basis Chicago Board of Trade price for the month of			
US\$			69 70
Criteria for Price Fixing (*specify as applicable):			71 72 73
* A) At Seller's option, price will be fixed during the session of the Chicago Board of Trade. Sell until at the latest 30 minutes before the opening, of the required price and respective quantity, and the or executed if the respective month trades at least US\$ 0.005 per bushel over the given order. This, howe closing ranges where, as per the rules of the Chicago Board of Trade, brokers are not responsible for trade during that session at US\$ 0.005 per bushel over the limit stipulated by Seller, no price fixing h Buyer advises within 2 hours after the close that a part of or the total pricing order given has been pric quantity given by Buyer. Seller has the right to change pricing instructions during the session, provid original instructions by the time the new order reaches the floor. For orders given or changed during the session of the Chicago Board of Trade, however, Buyer is not re fix the price at the latest 5 business days prior to shipment, but no later than 2 business days prior to the as a basis for the pricing of this contract. For any balance unpriced within the deadline above, the "settlement price" of the close on the said sect be accepted to price this contract.	rder will be consid- ever, not to includ execution. If Chica has taken place fo ced; in that case, s ded Buyer has not esponsible for exe e first notice day of	ered automatically le the opening and ago futures do not or that day, unless Seller shall accept t yet executed the cution. Seller shall the month serving	74 75 76 77 78 79 80 81 82 83 83 84
0			88 89
* B) Futures exchange, with *Buyer or *Seller to give up a number of futures contracts closest to th at the latest 5 business days prior to shipment or at the latest 2 business days prior to the first notice of month, whichever is earlier. The give up party to confirm number of futures and price as soon as possi	day of Chicago Bo		90
Such give up to be done during Chicago day session (8:30am – 1:20pm Chicago local time) within the of Chicago local time). If on the fifth day prior to commencement of loading or on the second day prior to Trade basis month Buyer/Seller has failed to give up all or part of the required futures contracts, Seller/ the outstanding amount of futures contracts on the market on the first business day following above de a tolerance and the contractual Chicago Board of Trade month is already on its delivery period (bett Trading Day) then the final settlement of such over/under fill must be based on the next Chicago Board of Trade spread established basis, the settlement first notice day of the contractual Chicago Board of Trade month.	o the first notice of /Buyer shall have to eadline. If the contro ween the First No d of Trade month, a	Chicago Board of the right to buy/sell racted quantity has btice Day and Last at par/plus/less the	94 95 96 97 98 99
7. PORT(S) OF SHIPMENT: At Seller's option, a Brazilian port out of before first day of Delivery Period, one safe berth to be declared latest on vessel's arrival.	to be declared at	the latest 30 days	103 104 105
8. NOMINATION OF VESSEL: Buyer shall give written nomination of vessel to Seller with a minimum	15-day pre-advice		106 107
The vessel nomination shall state vessel's ETA Date, nominated quantity, IMO number, flag, age, owr 11.1 is opted) or despatch/demurrage rates (if clause 11.2 is opted).	nership, and deter	ntion rate (if clause	108 109 110 111
Seller has the right to reject nomination of a vessel whenever any or all the requirements and/or inform 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 on the 16th day after the vessel nomination date or the first day of the Delivery Period, whichever is later	g Obligation Date	shall be at 8:00am	112 113
earlier. Within at least 5 days prior to berthing of vessel at loading port, Buyer shall inform the vessel's destina If last ETA date reported by Master or NOR, as the case may be, exceeds 10 days from ETA date i loading obligation date shall, only one time, be extended by 10 days.		nation, the original	116 117 118 119
Nomination of vessel is irrevocable unless (i) Buyer can prove that vessel is unable to proceed to loadin control, in which case a new vessel shall be nominated in accordance with this Contract or (ii) Seller ag following conditions are fulfilled:			120 121 122 123
A. The Buyer must give written notice of the substitution of the vessel to Seller. Such substitution vessel nomination and include all of the information required.	n shall fulfil all of t	he conditions for a	124 125
B. The ETA date of the substituting vessel must be no more than 5 days earlier or 5 days later Master of the substituted vessel.	than the last ETA	A date reported by	126 127 128 120
C. If conditions set out in A. and B. are fulfilled, the Loading Obligation Date will remain the sa received by the shipper of the goods at the latest 3 business days prior to the new vessel's E		the substitution is	129 130 131
D. Maximum of 2 substitutions are allowed under this contract.			132 133 134 135
In the event that any of the conditions for a substitution are not fulfilled, the Seller shall have the r delay. If, however, the Seller does not reject the substitution, the substitution shall be allowed but S new vessel nomination and start counting a new Loading Obligation Date.	Seller has the right	t to consider it as a	136
<ol> <li>WEIGHT: To be final at time and place of shipment per certificate(s) issued by the Independent Sur based on figures ascertained by official shore scales. In case official shore scale is not available at loa figures will be final.</li> </ol>			

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 141 the Independent Surveyor it is appointing (as per clause 3). 142 For all effects and purposes, results of the Seller's appointed Independent Surveyor will be final and binding on the parties. Any figures other 143 than those described above will not be acceptable. 144 145 10. NOTICE OF READINESS ("NOR"): To be tendered when the Vessel has arrived at usual waiting place at loading port and is ready in 146 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 147 Sundays and Holidays shall be effective under this contract only from 8:00am of the immediate next working day. 148 149 11. GENERAL LOADING CONDITIONS: Tankers excluded. Loading of either deep/wing/transversal/vertical tanks and/or tonnage 150 wells/holds excluded. Captain and crew shall collaborate in all quay movements necessary to accommodate shore loading equipment in the 151 respective holds/spaces. Buyer shall give nomination of vessel in accordance with loading port rules in force at time and place of shipment. 152 (\*specify as applicable) 153 154 \* 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 155 and if not sufficient goods are available to start loading on the Loading Obligation Date or when free berth becomes available, whichever is 156 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 157 rate specified in the vessel nomination during periods when loading is delayed. Detention at the rate specified in the nomination, which shall 158 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, 159 no further damages shall be claimed and no further amounts shall be claimed, regardless of any effective detention claimed by and/or paid 160 to the vessel. If the load port is Paranagua, ANNEX 001 shall also apply. 161 162 163 or 164 \* 11.2 Into the main holds only at the following average daily rates which are to apply on the total cargo: 165 166 A) Self-trimming Bulk Carrier:..... metric tons 167 168 169 B) Non self-trimming Bulk Carrier:...... metric tons 170 C) Time to count per weather working day of 24 consecutive hours. Saturday afternoons, Sundays, and Federal and/or State and/or 171 Municipal holidays excepted, even if used. 172 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 173 count as laytime unless vessel already on demurrage. 174 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 175 loading or elsewhere preventing the forwarding of the goods to such port(s), breakdown of machinery and/or winches, power failure, fire or 176 any other cause of "force majeure". 177 178 179 D) Despatch/demurrage: Despatch to be half of the demurrage and to be earned on all working time saved. Despatch/demurrage 180 rates to be indicated to Seller together with nomination of vessel as per Charter Party rates that shall be demonstrated by Buyers if requested. 181 182 E) Laytime to start counting at 8:00am on the next regular working day after NOR is considered effective as established in clause 183 10. In case vessel is declared unsuitable, laytime starts to count only at the moment vessel is declared suitable in all respects to receive 184 cargo, regardless if NOR was re-tendered. 185 Laytime not to commence prior to Loading Obligation Date as set out in clause 8. 186 Once on demurrage always on demurrage, without time deductions until the end of shipment. 187 Shifting from roads to berth not to count as laytime even if on demurrage. 188 Whenever the vessel nominated is loaded at two berths, any shifting from first berth to second berth shall count as laytime. 189 190 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. 191 192 12. EXTENSION: If the vessel has not tendered NOR as per clause 10 within the Delivery Period, Buyers shall be entitled to a 30-193 day extension Delivery Period to fulfil such obligation ("Extension Period"). Notice of such extension shall be dispatched to Sellers no later 194 than the last day of the original contract Delivery Period, failing which Sellers shall have the right to declare Buyers in default. Sellers 195 undertake to carry the goods for such extended period at the carrying charges rate stipulated in clause 13. Sellers shall complete loading 196 after expiration of the Extension Period provided that the vessel tenders "NOR" as per clause 10 within the extended period. In the event 197 the vessel has not tendered "NOR" as per clause 10 within Extension Period, Sellers shall have the right to declare Buyers in Default and 198 199 Buyers shall additionally pay to Sellers an amount equal to carrying charges for the entire Extension Period. 200 201 13. CARRYING CHARGES: Provided Buyers have given notice claiming extension as per clause 12, carrying charges-shall be due and 202 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 203 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 204 205 such, no further proof of damages shall be required. The foregoing rate includes storage, interest, shrinkage and insurance costs. 206 The following shall apply under this clause: 207 208 A) If nominated/substituting vessel tenders a valid "NOR" as per clause 10 on or before the last day of Delivery Period, carrying 209 charges are not due, even if goods are loaded or loading is completed after the Delivery Period. 210 A.1) If Seller obligation to load starts in the Extension Period, carrying charges will be due until shipment date. 211 212 B) If the nominated goods are loadready and berth is free but the vessel does not berth for any reason beyond Sellers' control. 213 214 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.

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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.	217
14. PAYMENT: On presentation of full set(s) of following documents covering total cargo loaded:	218 219 220
<ul> <li>A) "Clean On Board" Bills of Lading, 3 originals and 2 non-negotiable copies.</li> <li>B) Original Certificate of Weight and Certificate of Quality.</li> </ul>	221 222 223
<ul> <li>C) Original Continuate of Weight and Certificate of Guality.</li> <li>C) Original Commercial Invoice including carrying charges and interest, as the case may be.</li> <li>D) Phytosanitary Certificate issued in accordance with Brazilian Legislation effective at time and place of shipment. However, i issuance of such document is conditioned to any specific requirement, Buyer is responsible to provide Official supporting documents from Importing Country Authority.</li> <li>E) Original of Certificate of Origin.</li> <li>F) Original Certificate of Fumigation (basis 1 gram of PHOSPHINE per Cubic Meter on Seller's account) issued by a Fumigation company duly registered by Ministry of Agriculture at loading port.</li> </ul>	224 if 225 n 226 227 228
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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 afte "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 Seller as soon as reasonably practicable after issuance. Notwithstanding the above, if Buyers provides a copy of Bill of Lading before such time limit, Letter of Undertaking (LOU) above shall no	"233 )234 s235 236
apply.	238 239
14.2 Invoices and Debit Notes must be settled within 2 business days. The ones relating to detention and/or demurrage and/o despatch must be settled within 30 days as of 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.	r 241 242
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 <i>bona fide</i> copies of such originals from Sellers.	244
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.	245 e 246 247 248
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.	e 249
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 no 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.)	e 253 ot 254 e 255
(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.	y 259 260
(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.	s 262
(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 an	
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	, 267
circle, and in this event each Buyer shall pay 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 of 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.	n 274 275 276
15.2 DOCUMENTS BY PASS (STRING): In case of resales in string, any party involved may propose a documents bypase whereby one Seller involved in the string presents documents to any subsequent buyer at an agreed price.	s 277 278
<ul> <li>(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.</li> <li>(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.</li> </ul>	280 s 281 e 282 y 283
(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.	f 287 288
(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	e 290

goods and to cover insurance in accordance with the Insurance clause. Likewise, the acceptance of a string proposal by parties other than 292 the first sellers and the last buyers shall constitute their firm commitment to pay any price differentials and other monies due. 293

(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 294 commence loading the substitute vessel prior to the receipt of the substitution from its own counterparty. 295

(F) Despite agreeing without prejudice to a document bypass proposal, all the parties' rights and obligations under their individual 296 contracts, save as amended by operation of the agreed bypass, shall remain fully in force. Prior to the presentation of documents to the end 297 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 298 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 300 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 301 debit note. Carrying charges, any detention or demurrage and/or quality allowances, if due, shall be settled between individual 302 counterparties.

(H) Carrying Charges amounts and/or quality allowances may be included in the invoice covering original documents presentation if 304 it was clearly stated in string proposal and accepted by all the parties involved. The party receiving documents in a string proposal must 305 inform quality results in the notice sent to all parties involved declaring that documents were received in Good Order. 306 In this case: 307

(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 309 string proposal. 310

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(I) All Sellers and Buyers under contracts containing the Documents By-Pass Clause shall be deemed to have entered into mutual 311 agreements with one another to the above-mentioned effect, and to agree to submit to arbitration all questions and claims between them or 312 any of them with regard to the execution of this clause in accordance with the Arbitration Clause of this contract. 313 314

16. NOTICES: The Brazilian official time (Brasilia) shall apply under this contract. Any notices - excluding the ones relating to "NOR", which315are governed by item 10 - received after 4:00pm on a Brazilian business day shall be deemed to have been received on the following316business day. A notice from the broker shall be a valid notice under this contract.317318

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.

19. TAXES/FEES: Vessel's port utilization tax/fees to be paid for in accordance with Port Administration rules and regulations. Brazilian324taxes on cargo on Seller's account and risk. Buyer is responsible for all other vessel's port expenses. Buyer to be responsible for any325increase in export taxes (including value added tax) and any new taxes that may come into force on any cargo lifted after the contractual326period of delivery, which includes any extension period, provided it is properly claimed.327

20. ARBITRATION: This Contract shall be governed by and construed in accordance with English law. Any disputes arising out of this 329 contract, including any question of law arising in connection therewith shall be referred to arbitration in London (or elsewhere if so agreed) 330 as per Grain and Feed Trade Association ("GAFTA") Arbitration Rules Nº 125 in force at the date of entering the contract, which Buyer and 331 Seller hereby expressly accept and admit full notice and knowledge.

21. OTHER CONDITIONS: All other terms and conditions not in contradiction with the above to be as per contract no. 64 of the Grain and 334 Feed Trade Association Ltd. – GAFTA, of which the parties admit to have knowledge and notice, and the details given herein shall be 335 deemed as having been written into such contract-form in the appropriate place. Any special terms and conditions applying hereto shall be 336 treated as if written on such contract-form. 337

21.1 It is part of this Contract and it shall be deemed as having been written into this contract-form: all Contractual Appendixes issued by 339 ANEC in force at the date of entering this Contract. 340

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This contract shall be conclusively presumed to have been entered on	 342
	343
SELLER	 344
BUYER	 345
BROKER	346