



BRAZILIAN TRADING COMPANY
São Paulo, Brazil

10/9/2009

Contractual Agreement of fruits - Harvesting year of 2009



CONTRACT FOR THE PURCHASE AND SALE OF

BANANAS

BUYER

Buyer Name: _____ Phone: _____
 Contact: _____ Fax: _____
 Address 1: _____ email: _____
 Address 2: _____ web site: _____
 City, State Postal Code: _____ Skype: _____
 Country: _____
 License Number: _____

SELLER

Sellers Name: **BRAZILIAN TRADE COMPANY LTD.,** Phone: **01-513-783-7923**
 Contact: **Ms. Kerri Ryan** Fax: **01-641-453-3774**
 Address 1: **Av Paulista 727** email: info@braziliantradecompany.com
 Address 2: **17 floor** web site: www.braziliantradecompany.com
 City, State Postal Code: **Sao Paulo, Brazil , 01311-300** Skype: **kameo12**
 Country: **Brazil**
 License Number: _____

The **BUYER**, and the **SELLER**, hereinafter both referred to as the **PARTIES**, have concluded the present contract on the following.

CLAUSE 1: PRODUCT & QUALITY SPECIFICATION

- 1.1 Category CAVANDISH BANANAS
- 1.2 Brand Name BRAZILIAN TRADE
- 1.3 Average calibration: according to buyers specification; 18 KG PACKS NET
- 1.4 The Buyer has the right to change this brand for any other owned by the Seller **BRAZILIAN TRADE COMPANY LTD** only.

CLAUSE 2: QUANTITY

- 2.1 This contract shall be valid once signed by both parties, and it is valid until both sides have complied with their respective obligations.
- 2.2 Price is valid for weekly shipments starting on **OCTOBER XX, 2009 up to and including week JANUARY XX, 2010.**

TABLE 2.3

DATE ORDER PLACED	40' CONTAINERS INVOICED WEEKLY	TOTAL WEEKS IN CONTRACT	TOTAL OF CONTAINERS IN CONTRACT	KG PER PACK	APPROX. PACKS/ 40' CONTAINER	TOTAL NUMBER OF PACKS PER INVOICE	TOTAL NUMBER OF PACKS PER CONTRACT
October 12, 2009	2.00	4	8	18	1,166	2,332	9,328

CLAUSE 3: PRICE

- 3.1 The stated price per kilogram of this agreement is valid for the whole quantity of this contract.
- 3.2 The price for the goods to be delivered under the present contract is fixed in **EU DOLLARS**

TABLE 3.4

	PRICE PER KG	KG PER PACK	PRICE PER PACK	PACKS PER 40' CONTAINER	NUMBER 40' CONTAINERS/ WEEKLY	TOTAL ESTIMATED COST OF INVOICE	TOTAL ESTIMATED COST OF CONTRACT
US DOLLARS							
EU DOLLARS	\$0.70	18.00	\$12.60	1,166.00	2.00	\$29,383.20	\$117,532.80

CLAUSE 4: TRANSPORT CONDITIONS

TABLE 4.1

PRICE PER KG	CIF, CFR, OR FOB	PORT OF ORIGIN	DESTINATION	EST. TOTAL COST OF INVOICE	EST. TOTAL COST OF FREIGHT	EST. TOTAL COST OF CONTRACT
\$0.70	CFR	RECIFE, BRAZIL	ROTTERDAM, NL	\$29,383.20	\$0.00	\$29,383

REMARKS: Goods to be shipped from **RECIFE, BRAZIL to ROTTERDAM, NL**, by a vessel, on a FREIGHT COLLECT basis...

- 4.2
- 4.3 SELLER will arrange and quote the best available rate for the sea/air freight
- 4.4 SELLER will arrange for cold storage with: **NA**
- 4.5 All the containers of 40ft, to be paid at the destination by the BUYER upon safe arrival.
- 4.6 SELLER will provide all the information necessary about the freight prior to contracting the freight company, in order to get an approval by the BUYER
- 4.7 The SELLER guarantees that the TOTAL cost of the goods including the freight until **ROTTERDAM, NL**, won't be higher than **[NA] per kilo FOB ROTTERDAM, NL** so the final price will maintain the same one as previously agreed by both parties.
- 4.8 SELLER may load at its convenience, depending on vessel schedule, however will stick to the shipment schedule as outlined in this contract
- 4.9 The SELLER will present to the master and to the shippers or their agents all instructions for the loading and transportation of the cargo in written before the start of the loading.

CLAUSE 5: PRESENTATION, PACKAGING AND MARKING/LABELING

- 5.1 The cost of pallets, boxes and other packing material are included in this price.
- 5.2 The product must be packed in such a way as to protect the product properly, and free of any foreign matter.
- 5.3 According to the international Law it is acceptable to receive 1% of the fruit in bad conditions (fruit that cannot be sold in the market)
- 5.4 Under the present contract the goods are to be packed in the following:

REMARKS: **polipack plastic**

- 5.5
- 5.6 **big cardboard boxes of 18 kg net/ 20.0 kg gross**
Type of box: GENERIC
- 5.8 **loaded on pallets**

CLAUSE 6: ACTS OF NATURE

- 6.1 Should circumstances arise delaying or preventing the BUYER or SELLER from fulfilling the contract or even part of the contract, including: fire, war, blockade, natural disaster, Acts of nature, import – export prohibition, and any other circumstances beyond the reasonable control of the relevant party, all the contractual obligations will be suspended until such circumstances disappear.
- 6.2 Should such circumstances persist for more than 15 days, both the BUYER and the SELLER shall have the right to refuse to fulfill their obligations under the contract without liability to the other party.
- 6.3 The party whose obligations are affected by these circumstances shall inform the other Party of their occurrence immediately and shall further advise without delay when such circumstances disappear. If available the certificate given by the Chamber of Commerce of the SELLER's country is enough proof of the duration of these circumstances.

CLAUSE 7: NOTICES AND SERVICE

- 7.1 Any notice, request, authorization, consent or other communications required or permitted to be given by either party to the other pursuant to this Contract, shall be in writing.
- 7.2 All notices shall be deemed 'given' upon delivery by hand, or transmission by email, telex & facsimile (assuming clear transmission), or by registered mail.
- 7.3 The present agreement is irrevocable and not retractable and obliges not only the parties, but any successors as well, of universal or individual title
- 7.4 This contract obliges the SELLER(S), in case of sale of the property, to notify the new owner of the existence of the companies obligations herein assumed.
- 7.5 The BUYER is authorized to transfer this agreement to third parties, independently of SELLER(S)' consent, notwithstanding, but remains being solely responsible for the payments and terms herein.
- 7.6 Any unresolved disputes shall be taken up in the **Courts of the United States, under the Rules of Arbitrage.**
- 7.8 Only the English version of this contract will be considered as legally binding to the contracting PARTIES

CLAUSE 8: INSPECTION

- 8.1 At SELLER's expense, the MINISTRY OF AGRICULTURE of Brazil, will perform the survey to establish the quality and the quantity of the cargo at loading.
- 8.2 The loading survey report and certificate issued by the MINISTRY OF AGRICULTURE of Brazil will be binding and final for both parties. If the report and certificates reveal compliance with the **quality** specifications of this contract then no claims in respect of quality may be made by the BUYER.
- 8.3 If the report and certificates reveal compliance with the **quantity** (within the tolerance set out herein) specifications of this contract then no claims in respect of short delivery may be made by the BUYER.
- 8.4 According to the international Law it is acceptable to receive 1% of the fruit in bad conditions (fruit that cannot be sold in the market)
- 8.5 If the BUYER has a claim, the BUYER needs to ask for a particular surveyor company at its own responsibility and expenses., or any company delegated by the MINISTRY OF AGRICULTURE in accordance by both parties, for that matter. The Surveyor's report will be to determine any bad conditions of the fruit and a formal report must be made specifying with details and pictures of the issues.
- 8.6 In case of any discrepancies between **XXXXXXXXX BV** and **BRAZILIAN TRADE COMPANY LTD**, the SELLER reserves the right to change the company that inspects the fruit. The clause of inspection will remain the same for any other company in case the inspection company needs to be changed.

CLAUSE 9: TERMS OF PAYMENT

- 9.1 Buyer will pay 50% of the total **INVOICE** with the presentation of the Bill of Lading; and the remaining balance/50% of the invoice upon safe arrival of the products
- 9.2 Payment will be made by wire transfer within a maximum of 24 hours after faxing/ emailing the receipts of shipping documents, sent to the BUYER, by the SELLER .
- 9.3 There is a penalty of 1% per day of the **INVOICE** value in case of delays of the payment dates, established on this contract.
- 9.4 The BUYER accepts that in the event that it is (1) unable to- or fails to take delivery of the cargo under this contract or (2) unable to make payment on the dates and terms specified in this contract, **TITLE TO THE CARGO SHALL NOT PASS TO THE BUYER**
- 9.5 and the SELLER shall be entitled, at its absolute discretion and without liability to the BUYER either to invoice the BUYER for all the expenses incurred in any event, and to arrange storage and/or disposal at the BUYER'S expense, or to terminate the contract without notice and sell the cargo to an alternative buyer,
- 9.6 This clause shall not be taken to limit SELLER's rights to claim damages for any losses of whatsoever nature.

CLAUSE 10: DOCUMENTATION

- 10.1 The SELLER will provide the BUYER with all the originals sets of documents by DHL/UPS as follows;
- 10.2 Bill of Lading
- 10.3 Commercial Invoice.
- 10.4 Phytosanitary Certificate.
- 10.5 Certificate of Origin (Form A).
- 10.6 Cargo Report prepared by the Inspection Company assigned
- 10.7 The exporting company in Brazil will be **BRAZILIAN TRADE COMPANY LTD**.

CLAUSE 11: ADDITIONAL REMARKS

CLAUSE 12. LEGAL ADDRESS & DETAILS OF THE PARTIES

12.1 And, having freely agreed on, this agreement is signed in two copies of equal value, for the purpose of one sole effect in front of the witnesses below:

BUYER

Buyer Name:	_____	Phone:	_____
Principal:	_____	Fax:	_____
Address 1:	_____	email:	_____
Address 2:	_____	web site:	_____
City, State Postal Code:	_____	Skype:	_____
Country:	_____		
License Number:	_____		
Bank Name:	_____		
SWIFT Number:	_____		
Account Number:	_____		
Branch:	_____		
Contact:	_____	Authorised Signator:	_____
			Date
_____	_____	_____	_____
Witness	Date	Witness	Date

SELLER

Sellers Name:	BRAZILIAN TRADE COMPANY LTD.,	Phone 1:	(55) 11 3254 7450
Principal:	Dr. Tiago Bikelis	Phone 2:	(55) 11 41078538
Address 1:	Av Paulista 727	Fax:	1 641-453-3774
Address 2:	17 floor	email:	info@braziliantradecompany.com
City, State Postal Code:	Sao Pualo, Brazil , 01311-300	web site:	www.braziliantradecompany.com
Country:	Brazil	Skype:	kameo12
License Number:			
Bank Name:	BRADESCO S.A		
SWIFT Number:	BBDEBRSPPO		
Account Number:	xxxxxxx		
Branch:	3296 - 4		
Contact:	xxxxxxx	Authorised Signator:	10/9/2009
		<i>Kond. P. 10/9/2009</i>	
_____	_____	_____	_____
Witness	Date	Witness	Date