**IRREVOCABLE CORPORATE PURCHASE ORDER – IPCO**

Date: (Day, Month, Year)

IPCO validity: 20 business days in Brazil

**FROM:**

|  |  |
| --- | --- |
| **Company** |  |
| **Registration number** |  |
| **Address** |  |
| **City** |  |
| **Country** |  |
| **Postcode** |  |
| **Represented by** |  |
| **Position** |  |
| **Nationality** |  |
| **Passport number** |  |
| **Contact person** |  |
| **Position** |  |
| **Email** |  |
| **Phone** |  |
| **Cell Phone** |  |
| **Website Company** |  |

Hereinafter referred to as **“Buyer”.**

**TO:**

**REOBOTE AGRÍCOLA LTDA**.

Registration number 14.991.123/0001-46

Road Benedito Fogaça Leite Sobrinho, 290

Post office box 291 – Cesario Lange – SP

Brazil – Postcode 18285-000

Phone 55 13 4042-2600

sales@reobote.com.br

**Operations**

Hereinafter referred to as **“Seller”**.

Each being referred to as a **Party**, and together the **Parties**.

We, **Buyer's Name**, with full corporate responsibility represented by Legal Representative's Name, and with full knowledge of the fraud act and how, declare with full corporate responsibility and authority, that we are ready, willing and able to purchase the following products as indicated below.

This **IRREVOCABLE CORPORATE PURCHASE ORDER - ICPO** is for the purchase of **ICUMSA 45 Sugar (origin Brazil)¹** and is not to be circulated and is for the purposes of this business only.

**1. COMMODITY AND SPECIFICATIONS**

*¹ATTENTION - The information below is standard for purchasing standard ICUMSA 45 sugar cane; must be changed according to the commodity purchased.*

* **ICUMSA:** 45 RBU
* **POLARIZATION:** 99.80 Degrees min.
* **ASH CONTENT:** 0.04 Ma\*.
* **SOLUBILITY:** 100% Dry and Free Flowing
* **COLOR:** Sparkling White. Maximum 45 Icumsa attenuation index units
* **RADIATION:** Within internationally accepted limits.
* **GRANULATION:** Fine to Medium
* **MOISTURE:** 0.4% Max.
* **MAGNETIC PARTICLES:** 4Mp/k
* **S02:** 70 Mg/k
* **ASH BY ELECTRICAL CONDUCTIVITY:** 0.04% Max. [on dry weight basis]
* **SULPHUR DIOXIDE:** 20 mg/kg Min.
* **SEDIMENTS:** None.
* **SMELL:** Free of any Smell
* **REDUCING SUGAR:** 0.05% Max. By weight.
* **HPN STAPH AUREUS:** Nil.
* **MAX AS:** 1 P.P.M.
* **MAX PS:** 2 P.P.M.
* **MAX CU:** 3 P.P.M.
* **SUBSTANCE:** Solid Crystal

**2 - DELIVERY, INSPECTION AND SHIPMENT**

We confirm the order under the conditions, quantities and price described below.

**Packaging:**

**Quantity:** \_\_.000 MT (Metric Ton)

**Duration:** \_\_\_ months

**Monthly Shipment:** \_\_.000 (Metric Ton)

**Incoterms:** CIF (Cost, Insurance and Freight), CFR (Cost and Freight) or FOB (Free on Board)

**Target Price:** \_\_0,00 USD per Metric Ton

**Loading Port:** Seller choice

**Destination Port:**

**Inspection:** S.G.S. inspection (quality and quantity), paid by the **Seller**.

The first shipment will be completed within 45 days after verification, authentication, and confirmation of an operational payment instrument in a format acceptable to Seller and Seller's bank.

**3. PAYMENT TERMS**

The **payment instrument** must be issued by a bank rated Top « AA » Top 50 (fifty) or confirmed by such bank or any bank acceptable to the **Seller**.

The guarantee will remain valid for xxx months, with a minimum amount of one monthly shipment X the price in US dollars.

Payment will be made by **STANDBY LETTER OF CREDIT - SBLC** or **DOCUMENTARY LETTER OF CREDIT - DLC**. The **DLC** or **SBLC** must be issued by the Buyer's bank as **SWIFT MT700 or MT760**. The banking instrument must be transferable, irrevocable, divisible, operational, renewable, and confirmed by one of the top 50 banks in the world.

Payment for each shipment will be made by **SWIFT MT 103**, the value of the shipment corresponding to the value shipped in metric tons X price in US dollars, being paid in cash upon presentation of a copy of the shipping documents:

* Seller's Commercial Invoice
* Quality certificate
* Quantity certificate
* Certificate of origin
* Phytosanitary certificate
* Marine Insurance certificate in ICC category “c”
* Bill of Lading

**4 - PERFORMANCE BOND**

A **Performance Bond - PB** of two percent (2%) of the value of one (1) shipment is provided by **Seller** to **Buyer**.

**5. PROCEDURE**

5.1 The **Buyer** presents a **BANK COMFORT LETTER - BCL** or a **READY WILLING AND ABLE - RWA** banking SWIFT, corresponding to the total value of the **IPCO** if *spot* contract or the value of a remittance if *annual* contract.

5.2 The **Seller** will provide the **DRAFT CONTRACT - DC** and forward it to the **Buyer**, with the verbosity of the financial instrument.

5.3 When both **Parties** agree with the terms of the **DC**, as well as with the identification and verbosity of the definitive financial instrument, the **Seller** will issue the **SALES AND PURCHASE AGREEMENT - SPA** signed and sealed. Electronic signatures will be considered valid in this transaction, but each party undertakes to send the original version of the contract signed by DHL or similar within 8 (eight) business days after receipt of the signed and sealed **SPA**.

5.4 The viability of the financial transaction with the respective bank of the pre-identified **Buyer/Seller** is ensured and the **SPA** is filed in these last 3 (three) business days after step 5.3.

5.5 Within three (3) business days after step 5.3, **Seller** sends a signed and sealed proforma invoice for the value of one **SPA** shipment.

5.6 No later than five (5) working days after step 5.3, the **Buyer's bank** will send a notice (MT799) regarding the withdrawal of the payment instrument to the **Seller's bank**. The payment instrument must be issued by a bank rated Top «AA» Top 50 (fifty) or confirmed by such bank or any bank acceptable to the **Seller**.

5.7 The **Seller's bank** confirms the notice (MT799) received from the **Buyer's bank**.

5.8 Eight (8) international bank days after step 5.7, the **Buyer's bank** issues the agreed payment instrument in the amount of the **SPA**, which must be valid for the term of the **SPA**, by issuing a **SWIFT MT700 or MT 760 message**.

5.9 The bank approved by the **Seller** confirms the opening of the financial instrument.

5.10 Within 8 (eight) working days in Brazil, after the above step 5.8, the **Seller** will issue a **PB** of 2%.

5.11 Within 45 (forty-five) days after step 5.8 above, loading and inspection will begin. **Seller** warrants at its expense that each shipment will be provided with inspection for weight and quantity and quality at the time of loading, certificates will be provided by **SGS** at **Seller's** expense and will be binding on both parties. **Seller** instructs **SGS** to carry out inspections under strict rules and in accordance with contract specifications and/or International Chamber of Commerce rules (Incoterms 2010 latest edition, with all amendments).

5.12 Once loading is completed, the **Seller** forwards the documents agreed in item 3 to the **Buyer** and the **Buyer's Bank**. Each shipment is paid 100% (one hundred percent) in cash at the port of loading by **SWIT MT103 message**, upon presentation of a copy of the shipping documents to the **Buyer's bank**.

5.13 The vessel only leaves the port once the **Seller's bank** has confirmed full payment for the shipment.

**6. BUYER'S BANK DETAILS**

**6.1 Bank Account Details**

|  |  |
| --- | --- |
| **Bank name** |  |
| **Address** |  |
| **City** |  |
| **Country** |  |
| **Postcode** |  |
| **Bank account name** |  |
| **Bank account number / IBAN** |  |
| **SWIFT CODE** |  |
| **Phone Bank** |  |
| **Fax Bank** |  |
| **Bank officer name** |  |
| **Bank officer position** |  |
| **Bank officer email** |  |
| **Bank website**  |  |

**6.2 Issuing Bank SBLC or DLC**

|  |  |
| --- | --- |
| **Bank name** |  |
| **Address** |  |
| **City** |  |
| **Country** |  |
| **Postcode** |  |
| **Bank account name** |  |
| **Bank account number / IBAN** |  |
| **SWIFT CODE** |  |
| **Phone Bank** |  |
| **Fax Bank** |  |
| **Bank officer name** |  |
| **Bank officer position** |  |
| **Bank officer email** |  |
| **Bank website**  |  |

We, **Buyer Name**, are acting with full corporate responsibility by submitting this **IRREVOCABLE CORPORATE PURCHASE ORDER**, we represent with full legal responsibility that we are irrevocably ready, willing and able to purchase the product as explained and legal signatories with full corporate powers and are aware that this **IRREVOCABLE CORPORATE PURCHASE ORDER** is the only active and valid **IRREVOCABLE CORPORATE PURCHASE ORDER** and was offered exclusively to **REOBOTE AGRÍCOLA** for the release of the CONTRACT DRAFT, which will be prepared in accordance with **Reobote Agrícola's Conditions of Sale** available on website reobote.com.br.

|  |  |
| --- | --- |
| **Company** |  |
| **Represented by** |  |
| **Position** |  |
| **Seal and Signature** |  |
| **Date** |  **/ /** |