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SOFT CORPORATE OFFER ICUMSA 45 WHITE REFINED SUGAR

4 April 2024

Dear Karla

We, WIAG SAGIP PTE LTD with full legal and corporate responsibility, hereby declare that we are ready willing and able to provide the following product as specified and, in the quantity, and for the price quoted under the terms and conditions listed below.

1. Offer

Commodity:	SUGAR ICUMSA 45
Specifications:	Refer to page 2 of SCO
Incoterms:	CIF
Origin:	Brazil
Quantity per Month for the Annual Contract:	Trial Shipment: Minimum Order Quantity 25,000 MT Contract monthly volumes: Minimum Order Quantity 50,000 MT
Duration of Contract:	13 Months (including trial) Rolls & Extensions may apply
Packing:	50 Kg BAG
CIF Price per MT:	USD 385/Metric Tonne
Delivery Time:	35/45 WORKING DAYS, AFTER SIGNATURE OF THE CONTRACT (SPA) AND ACCEPTANCE BY THE SELLER'S BANK OF THE FINANCIAL INSTRUMENT ISSUED BY THE BUYER'S BANK.
Destination Port:	Any safe port, United States of America
Label:	PRIVATE COSTUMER LABEL
Inspection:	By SGS at the port of loading by Seller
Insurance:	110% of the CIF value of each shipment on the seller's cost.
Payment Terms:	SBLC (MT 760) or DLC MT 700 IRREVOCABLE, TRANSFERABLE, CONFIRMED, DIVISIBLE, REVOLVING with a value of for the first shipment of the annual contract, payable at the loading port of the goods. S.B.L.C or DLC must be confirmed by one of the top 150 banks in the world. The SBLC (MT 760) or DLC 700 will be issued by the buyer's bank at an interval of 15 calendar days in the amount of the value of every shipment of the monthly contract volumes. The payment has to be done at sight upon delivery of the shipping documents within 12 hours at the loading port of the goods.



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2. Specifications

<ul style="list-style-type: none"> • ASH CONTENT 0.04 MAX • **MOISTURE 0.04% MAX 	<ul style="list-style-type: none"> • ICUMSA 45 RBU MAX, (BRAZIL SGS SCALE)
<ul style="list-style-type: none"> • SOLUBILITY 100% DRY AND FREE FLOWING 	<ul style="list-style-type: none"> • COLOR SPARKING WHITE
<ul style="list-style-type: none"> • ICUMSA MAXIMUM 45 ATTENUATION INDEX UNITS (ICUMSA METHOD NO.: 4-1978) 	<ul style="list-style-type: none"> • RADIATION WITHIN INTERNATIONALLY ACCEPT LIMITS
<ul style="list-style-type: none"> • GRANULATION FINE TO MEDIUM 	<ul style="list-style-type: none"> • LATEST CROP
<ul style="list-style-type: none"> • MAGNETIC PARTICLES MG/KG 4 MAX 	<ul style="list-style-type: none"> • SO₂ MG/KG 70 MAX
<ul style="list-style-type: none"> • SULPHUR DIOXIDE 20 MG/KG MIN 	<ul style="list-style-type: none"> • NO SEDIMENTS
<ul style="list-style-type: none"> • SMELL TYPICAL AND SPECIFIC FOR SUGAR 	<ul style="list-style-type: none"> • REDUCING SUGAR 0.05% MAX BY WEIGHT
<ul style="list-style-type: none"> • HPN STAPH AUREUS NOT DETECTED IN 1GRAM 	<ul style="list-style-type: none"> • MAXIMUM AS 1 P.P.M.
<ul style="list-style-type: none"> • MAXIMUM PB 2 P.P.M. 	<ul style="list-style-type: none"> • MAXIMUM CU 3 P.P.M.
<ul style="list-style-type: none"> • SUBSTANCE SOLID CRYSTAL 	<ul style="list-style-type: none"> • TOLERANCE (+-5%)

3. Packaging



4. Shipping Documents

The below documents will be provided for each and every transaction.

- (i) Bill of lading, three originals and three (3/3) Bill of Landing and marked "freight prepaid"
- (ii) Commercial invoice, three originals and three (3/3) copies.
- (iii) Certificate of origin issued by the official in one original and three (3/3) copies.
- (iv) Certificate of quality and quantity issued by "SGS" three (3/3) copies.
- (v) Health certificate issued by an employee in three originals and three (3/3) copies.
- (vi) Certificate issued by SGS indicating that the product is suitable for human consumption.
- (vii) Insurance policy of 110% of net invoice value covers all risks.
- (viii) One (1) original and two (2) copies of the shipping company's declaration confirming that
- (ix) the ship's age does not exceed twenty (20) years and is registered with Lloyd's.
- (x) Packing list (with gross/net weight) three originals and three (3/3) copies.
- (xi) Production batch certificate in three (3/3) copies issued by the manufacturer (authorized installation number).



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5. General Terms:

- (i) The Seller guarantees on their account that each shipment will be provided with inspection of weight and quantity and quality at the time of loading. Certificates shall be provided by SGS at seller's expense and shall be binding for both parties. Seller instructs such authority to carry out the inspections under strict rules and in accordance with the specifications in the contract and or the International chamber of commerce rules (Incoterms 2010/2020 latest edition, with all amendments).
- (ii) Buyer's bank shall use exactly the verbiage for SWIFT messages as provided by seller's bank.
- (iii) Buyer will receive all documents issued by seller as original copy
- (iv) The Seller guarantees that the product will correspond with the specifications.
- (v) Quality and quantity is final according to "certificate of Inspection" given by SGS on the loading port.
- (vi) The services of SGS in the port of shipment are under this contract paid for by the seller. The costs of a further check at the port of unloading will be borne by the Buyer.
- (vii) The Buyer has the right to make other inspections on his expenses.

6. Business Procedures - Sugar ICC 500, INCOTERMS 2020 EDITION

1. The Buyer must initially provide a Letter of Intent (**LOI**) together with the Buyer's Know Your Customer (**KYC**) along with the passport (in full color) and full contact information of the Buyer's legal representative. We reserve the right to request another identification document if necessary.
2. Buyer issues an irrevocable corporate purchase order (**ICPO**) that includes the terms and other conditions listed here with their requested product, quantity and requested price. If the **ICPO** reflects conditions that are not accepted by the Seller, it will not be accepted.
3. Once the **ICPO** is received from the Buyer, the Seller will issue the COMPLETE CORPORATE OFFER (**FCO**) confirming the product, quantity and selling price.
4. Buyer confirms and approves the FCO within five (5) days; signed and stamped, and attaches their **MT199/RWA/BCL proof of funds** issued by the Buyer's bank to the Seller. In countries where government clearance and/or quota is required, proof of such customs clearance and/or quota will be required at time of **ICPO**.
5. After the **FCO** and **POF** have been received, verified and approved (and any necessary meetings taken place), the Seller will issue the contract (**SPA**) to the Buyer on the agreed terms.
6. Once the contract has been issued and accepted by the Buyer, the Buyer must return the **SPA** contract within five days (5); signed and stamped with the legalization of the signature and its status as a legal representative before a **PUBLIC NOTARY**. The legalizations carried out by the Notary Public will be in one of the following languages: English, Spanish, or Portuguese (if another language is used, it must be translated into English by an authorized translator or official).



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7. Once the Seller has received the contract accepted by the Buyer, the Seller will proceed in the same way to legalize it and send a signed, sealed copy to the Buyer along with the **Proforma invoice**.
8. Buyer will have 24 hours to signs and return the Invoice.
9. Once the Invoice is accepted in-full, the Buyer and Seller will deposit a copy of the fully- executed contract (SPA) with the respective banks.
10. Within seven (7) days from the deposit of the contract (SPA), the Buyer's bank will issue the financial instrument (**MT 760 SBLC / MT 700 DLC**), 100% open, confirmed, irrevocable, transferable, divisible, and negotiable for the total amount of one month, renewable during the duration of the contract plus one day. Buyer's issuing bank must be a First-Class, Global bank accepted by the Seller.
11. Once the financial instrument has been received, accepted and deposited in the Seller's bank, the Seller will provide the shipping documents (report, sailing schedule, etc.) within ten (10) days (+/-2 business days).
12. Upon successful inspection and delivery of the **Shipping Documents, SGS and B/L**, the Buyer's bank issues 100% payment of the monthly value of the goods to the Seller's bank account through MT 103 within twenty-four (24) hours. Once the payment has been made, the Seller will put the goods in the name of the Buyer and release the shipment. 100% of monthly payments for each sailing under the contract must remain consistent and constant for and throughout the duration of the contract.
13. The Seller is responsible for customs clearance at the port of loading and issuing export documents. The Buyer is responsible for customs clearance costs at the port of destination.
14. On arrival at the port of discharge, Buyer issues proof of inspection by SGS or similar (at Buyer's expense) and confirms acceptance of the goods.
15. The Buyer must have the legal requirements to be able to introduce the goods in the country of destination, at their own expense.

NOTE: **TO OBTAIN A PROOF OF PRODUCT (POP)**, the buyer must issue an MT799 with one (1) months' worth of funds, blocked for five (5) days and conditional upon conversion into the financial instrument (12 month total SBLC or DLC) upon receipt of the POP from the seller's bank.

I look forward to your consideration of the SCO and receipt of your written reply to confirm acceptance of the procedures detailed on pages 3 -4 above and of your Buyer's requirements as proposed in the SCO.

Mrs Corrina Muir

CEO

WIAG SAGIP PTE LTD

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