

TO :

FM: STATE LIVESTOCK AFFAIRS LOGISTICS INC. (S.L.A.L)

SUB : FEED BARLEY PURCHASE CONTRACT

REF TO YOUR CONFIRMATION FAX DD , WE STATE LIVESTOCK AFFAIRS LOGISTICS
(S.L.A.L) NO.28 BRAZIL ST. VANAK SQ .P.O.BOX 14155-6196 , TEHRAN,IRAN.

HEREINAFTER CALLED (BUYER) ANNOUNCE OUR ACCEPTANCE FOR PURCHASE OF METRIC
TONS FEED BARLEY WITH 5 PERCENT MORE OR LESS WITH THE FOLLOWING TERMS AND
CONDITIONS :

1. BUYER :

STATE LIVESTOCK AFFAIRS LOGISTICS INC. (S.L.A.L) NO.28 BRAZIL ST , VANAK SQ . TEHRAN – IRAN .

2. SELLER :

3. QUANTITY :

..... MTS FEED BARLEY WITH 5 PERCENT MORE OR LESS IN BULK .

4. ORIGIN:

5. COMMODITY SPECIFICATIONS :

TEST WEIGHT

MOISTURE

FOREIGN MATERIALS

BROKEN KERNELS

OTHER CEREAL (WHEAT...)

AFLATOXIN

DATURA FEROX

PROTEIN

ASH

T.V.N

FIBRE

E.COLI

MOULD

SALMONELLA THE GOODS CONTAMINATION TO RADIOACTIVE RADIATION IN TERMS OF TOTAL
CAESIUM 134 , CAESIUM 137 AND RU 103 SHOULD NOT EXCEED MAX 10 BQ/KG

UNACCEPTABLE:

- 1- ANY TRACES OF CHEMICAL POISONOUS MATTER
- 2- ANY TRACES OF MOLDING
- 3- ANY UNNATURAL ODORS AND SOURNESS CAUSED BY OXIDATION
- 4- ANY TRACES OF MERCAPTAN ABOVE STANDARD
- 5- ANY TRACES OF WAREHOUSE PESTS AND INSECTS
- 6- POISONOUS SEEDS MORE THAN TWO SEEDS PER 100 KG

6. PRICE :

.....) PER NET M/T CFR IN BUYER'S
 OPTION DELIVERY IN BULK ON SEVERAL VESSELS.
 AS PER BREAKDOWN ;

7. SHIPMENT :

THE GOODS WILL BE SHIPPED WITH 5 PCT M/L AT SELLER'S OPTION DURING
 (B/L DATE , FIRST AND LAST DATE INCLUDED)

8. VESSEL SPECIFICATIONS :

REGISTRATION OF VESSEL :LLOYDS 100 A-1 OR EQUIVALENT .

- VESSEL TO BE FIRST-CLASS BULK CARRIER , SINGLE -DECKER AND SELF-TRIMMER .
- AGE OF VESSEL TO BE MAX 15 YEARS ACCEPTABLE ,UP TO 30 YEARS WITH OVERAGE PREMIUM TO BE FOR SELLER'S ACCOUNT AT EURO 0.25 PER MT DISCOUNT TO ABOVE PRICE FOR VESSEL OLDER THAN 20 YEARS.
- VESSEL'S FULL SPECIFICATIONS, LAYCAN LOADPORT AND ETA LOADPORT TO BE NOMINATED TO BUYER A.S.A.P FOR CONFIRMATION .
- VESSEL TO BE GEARED OR GEARLESS.
- **NOTE** : WAR RISK INSURANCE AT SELLER'S ACCOUNT.
- SELLER HAS TO SEND A COPY OF VSL'S C/P BEFORE VESSEL'S ARRIVAL TO DISPORT AND CLASSIFICATION CERTIFICATE WHEN NOMINATION THE VESSEL TO BUYER .

9. DISCHARGING RATE AND TERMS:

- NOTICE OF READINESS SHOULD BE PRESENTED DURING OFFICE HOURS, IF. NOR IS TENDERED PRIOR 12.00 HOURS ON A BUSINESS DAY , LAYTIME IS TO START AT 14.00 HOURS THE SAME DAY N IF IT IS TENDERED AFTERNOON , IT WILL START AT 08.00 HOURS THE DAY AFTER .
- IN CASE THE VESSEL HAS ANY TECHNICAL PROBLEMS (E.G. HATCHES , HOLD , CRANES) , LAYTIME SHOULD NOT COUNT UNTIL THE PROBLEM IS SOLVED .
- **RATE OF DISCHARGE** MTS PER WWD THURSDAY AFTERNOON/ FRIDAYS AND OFFICIAL HOLIDAY EXCLUDED EVEN IF USED .
- THURSDAY AFTERNOON,FRIDAY ARE DEFINED AS STARTING AT 12.00 HRS ON THURSDAY AND TO END AT 08.00 HRS SATURDAY MORNING .

- OFFICIAL HOLIDAY(S) STARTS AT 12.00 HRS THE WORKING DAY BEFORE THE HOLIDAY(S) END/S AT 0800 AM THE DAY AFTER HOLIDAY(S) WICCON, WIBON, WIPON, PROVIDED THAT VESSEL IS PROPERLY READY FOR DISCHARGING..

- DISCHARGE PORT IS ONE IN THREE SAFE BERTH OF BANDAR ANZALI OR NOSHAHR OR AMIR ABAD IN BUYER'S OPTION ONE PORT PER VESSEL .

- PREADVISE :7 DAYS AND 3 DAYS PRIOR TO VESSEL'S ARRIVAL.

- DEFINITE NOTICE : 1 DAYS PRIOR TO VESSEL'S ARRIVAL.

- DISCHARGING NOTICE : 1 DAYS PRIOR TO VESSEL'S ARRIVAL.

- VESSEL'S S.O.F AT DISPORT MUST HAVE SIGNATURES OF BOTH THE MASTER AND BUYER'S REPRESENTATIVE (RECEIVER'S /CARRIERS AGENTS) AT DISPORT.

10. DEMURRAGE/ DESPATCH RATE :

AS PER CHARTER PARTY BUT MAX PER DAY DESPATCH HALF OF DEMURRAGE RATE TO BE COMPUTED ON WORKING TIME SAVED ONLY.

ACCOUNTS OF DEMURRAGE / DESPATCH TO BE SETTLED BETWEEN BUYER AND SELLERS WITHIN 90 DAYS AFTER COMPLETION OF DISCHARGING .

NOTE: DEMURRAGE AND DESPATCH RATE TO BE CLEARLY INDICATED WHEN NOMINATING THE VSL TO BUYER , SELLER IS TO ADVISED 20 DAYS BEFORE ARRIVAL VESSEL TO IN BUYER'S OPTION .

11. INSURANCE :

TO BE EFFECTED BY BUYER IN IRAN . UNDERWRITER'S NAME IS , TELEPHONE NUMBER WHICH SHOULD BE MENTIONED ON ALL DOCUMENTS.

12. FORCE MAJEURE:

- IT IS DEFINED AS FOLLOWS :

- WAR

- STRIKE

- ACT OF GOD BEYOND HUMAN CONTROL .

13. PERFORMANCE GUARANTEE ,(P.B.G).

SELLER IS REQUIRED TO SUBMIT UPON CONCLUSION OF THIS BUSINESS , AN UNCONDITIONAL PERFORMANCE BANK GUARANTEE EQUAL TO OF THE TOTAL VALUE OF THIS CONTRACT, P.B.G TO BE ISSUED BY A REPUTABLE IRANIAN BANK SUCH AS BANK MELLI IRAN AND/OR KESHAVARZI BANK (CENTRAL BRANCH)

THE BANK THRU WHICH PBG WILL BE OPENED AND TEXT OF THE P.B.G HAVE TO BE FULLY ACCEPTABLE TO BUYER'S BANK .

THE P.B.G SHOULD BE SUBMITTED WITHIN 7 DYAS FORM THE DATE OF THIS CONTRACT. THIS P.B.G SHALL REMAIN VALID 3 MONTHS AFTER COMPLETION OF SHIPPMENT.

14. INSPECTION :

CERTIFICATE OF QUALITY AND QUANTITY IN 4 COPIES HAS TO BE ISSUED AT LOADING PORT/POINT AND LOADING TIME BY..... WORLD COMPANY GROUP WHICH NOMINATED BY BUYER, AT SELLER'S COST. BUYER WILL HAVE THE RIGHT TO SEND ITS OWN REPS TO THE LOADING PORT /POINT FOR SURVEYING THE QUALITY AND QUANTITY OF THE GOODS. THE SELLER PROVIDING ALL NECESSARY FACILITIES FOR HIM (THEM) TO VISIT ALL PHASES OF WORK.

15. PAYMENT :

BUYER WILL OPEN AN IRREVOCABLE , UNCONFIRMED , NON-DIVISIBLE AND NON-TRANSFERABLE LETTER OF CREDIT TO BE PAYABLE AT SIGHT THRU , TO COVER OF THE VALUE OF THIS CONTRACT PAYMENT WILL BE DONE AGAINST PRESENTATION OF THE FOLLOWING DOCUMENTS :

1. SELLER'S COMMERCIAL INVOICE IN 4 COPIES , ONE ORIGINAL OF WHICH TO BE CERTIFIED BY CHAMBER OF COMMERCE AND ALSO LEGALIZED BY THE IRANIAN EMBASSY OR CONSULATE AT BENEFICIARY'S COUNTRY .
2. CERTIFICATE OF ORIGIN IN 4 COPIES ISSUED BY LOCAL CHAMBER OF COMMERCE.
- 3- FULL SET OF CLEAN ON BOARD BILLS OF LADING MARKED "FREIGHT PREPAID" AS PER CHARTER PARTY . (CHARTER PARTY B/L ACCEPTABLE).

4. PHYTOSANITARY CERTIFICATE IN 4 COPIES ISSUED BY AN OFFICIAL GOVERNMENTAL AUTHORITY (IE AGRICULTURE MINISTRY) IN COUNTRY OF ORIGIN OR IN THE COUNTRY OF LOADING THE VESSEL , EVIDENCING THAT THE BARLEY IS SUBSTANTIALLY FREE FROM ANY PESTS AND DISEASES SPECIALLY AS FOLLOWS:

A- XANTHOMONAS TRANSLUCENS PV.UNDULOSA .

E- PSEUDOMONAS SYRINGAE PV.ATROFACIENS

B- PSEUDOMONAS SYRINGAE PV.STRIAFACIENS.

F- ALTERNARIA TRITICINA

C- MAYETIOLA DESTRUCTOR

G- ANGUINA AGROSTIS H- TROGO DERMA SPP

- 5- CERTIFICATE OF FUMIGATION OF THE GOODS IN 4 COPIES ISSUED BY INSPECTION COMPANY OR AN OFFICIAL AUTHORITY IN THE COUNTRY OF LOADING INDICATING THAT THE GOODS HAVE BEEN FUMIGATED BY PHOSTOXIN , OR GASTOXIN OR METHYL BROMIDE GAS AFTER COMPLETION OF LOADING AND THAT THE REMAINING POISONOUS MATTER AFTER FUMIGATION WILL BE ACCORDING TO THE INTERNATIONAL STANDARDS .

* FUMIGATION COST IS FOR SELLER'S ACCOUNT.

- 6- DESINFECTION CERTIFICATE FOR VESSEL'S HOLDS, INDICATING DISINFECTATION AGAINST BIRD FLU BY FORMALDEHYDE, IN 4 COPIES, ISSUED BY INSPECTION COMPANY OR OFFICIAL AUTHORITY IN COUNTRY OF LOADING .

- 7- INSPECTION CERTIFICATE ISSUED IN 4 COPIES UNDER THE PROVISIONS OF THE INSPECTION CLAUSE IN THIS CONTRACT.

- 8- CERTIFICATE OF HEALTH IN 4 COPIES ISSUED BY INSPECTION COMPANY OR AN OFFICIAL GOVERNMENTAL AUTHORITY IN COUNTRY OF ORIGIN OR LOADING STATING THAT THE GOODS DOES NOT CONTAIN MORE THAN 20 PPB OF AFLATOXIN.

9- CERTIFICATE OF NON-CONTAMINATION IN 4 COPIES ISSUED BY INSPECTION COMPANY OR AN OFFICIAL AUTHORITY IN THE COUNTRY OF ORIGIN OR LOADING SPECIFYING THAT THE TOTAL LEVEL OF RADIO-ACTIVE CONTAMINATION FOR CAESIUM 134, CAESIUM 137 AND RU 103 DOES NOT EXCEED 10 BEQUERELS PER KILOGRAM.

10- BENEFICIARY'S DECLARATION THAT THE COPY OR PHOTOCOPY OF FULL SET OF SHIPPING DOCS HAVE BEEN SENT BY AN INTERNATIONAL AIR MAIL TO BUYER . THE RECEIPT OF AIR COURIER OR AIR MAIL TO BE ENCLOSED .

11- CERTIFICATE OF VESSEL'S CLEANLINESS/SEA WORTHINESS AND VESSEL'S AGE ISSUED BY A SHIPPING/MARITIME ENTITY OR THEIR AUTHORIZED AGENTS AT THE TIME OF VESSEL SAIL .

12- FREIGHT INVOICE SHOULD BE ATTESTED BY CHAMBER OF CAMMERCE WHERE IT HAS BEEN ISSUED AND/OR AT THE BENEFICIARY'S COUNTRY IN 2 COPIES CERTIFIED BY THE CHAMBER OF COMMERCE

13- CERTIFICATE OF INSPECTION (COI) IN 4 COPIES ISSUED BYINDICATING THAT THE GOODS ARE IN CONFORMITY WITH ISIRI NO 5925 .

14- FULL SET OF CLEAN ON BOARD BILL(S) OF LOADING MARKED FREIGHT PREPAID AS PER CHARTER PARTY.

- SELLER MUST SUBMIT TO BUYER THE NON-NEGOTIABLE COPIES OR PHOTOCOPIES OF FULL SETS OF DOCUMENTS BEFORE THE ARRIVAL OF THE VESSEL AT DISCHARGE PORT.

- CHARTER PARTY B/L IS ACCEPTABLE .

-THIRD PARTY DOCUMENTS (EXCEPT SELLER'S INVOICE) ARE ACCEPTABLE.

- TRANSSHIPMENTS IS NOT ALLOWED.

- PARTIAL SHIPMENT IS ALLOWED.

- L/C NO , FULL NAME AND ADDRESS OF BUYER AS NOTIFY PARTY TO BE MENTIONED ON ALL SHIPPING DOCUMENTS.

-ALL THE ABOVE DOCS TO SHOW THAT THE UNDERWRITER IS PHONE NO

-ALL L/C EXPENSES OUTSIDE IRAN ARE AT SELLER'S ACCOUNT.

16 - CONFLICTS:

- EVENTUAL CONFLICTS WILL BE SOLVED AMICABLE , OTHERWISE THEY MUST BE FINALLY AND EXCLUSIVELY SETTLED IN THE IRANIAN COURTS IN ACCORDANCE WITH THE IRANIAN LAWS AND REGULATIONS.

- THE CONTRACT IS MADE BY EXCHANGE OF TELEFAX , IN CONCLUSION , PLEASE CONFIRM THE ABOVE WITH REF TO THIS FAX NO N DATE IMMEDIATELY.

NOTE : TERMS N CONDITIONS OF ONLY THIS CONTRACT IS APPLICABLE N GOVERNING AS TERMS N CONDITIONS OF THIS PURCHASE N SHIPMENT OF THE CARGO .

IN CASE OF ANY CONFLICT/CONTRADICTION BETWEEN THIS CONTRACT N THE BILL/S OF LADING
OR CHRTER PARTY OR THE LIKE , THE TEXT OF THIS CONTRACT WILL GOVERN THIS CASE .
PLS CONFIRM BY RETURN.

SELLER

BUYER

STATE LIVESTOCK AFFAIRS

LOGISTICS INC