



CONTRACT OF SALE REF xxxx

The undersigned Sellers and Buyers have concluded the following transaction according to the terms and condition herein stipulated.

Date: xxxxxx

Seller : **GrainCorp Operations Limited**
Level 26, 175 Liverpool Street
Sydney NSW 2000
AUSTRALIA

Buyer : xxxxxxxx

Commodity : xxxxxxxxxx

Quantity : xxx metric tons 10% more or less in Sellers option at contract price.

Quality : xxxxxxxxxx

Delivery : Bulk in 20ft container Cost & Freight xxxxxx,xxxx

Shipment : xxxxxxxx to xxxxxxxx from any Australian port(s) in Sellers option.

Price : xxxxxxxxxx in United States Currency (USDxxx.xx) per metric ton in bulk Cost and Freight xxxxxx, xxxxxxxx. Destination Terminal Handling Charges at destination for buyers account.

Weight, Quality and Condition : Final at loading as Australian Superintendence Company Certification.

Payment: By one (1) fully workable irrevocable documentary letter of credit for the full invoice value of the goods. Letter of credit to be opened by a bank acceptable to seller. Letter of credit to be advised through nominated by seller bank and to permit confirmation. Letter of credit to be payable at sight at the counters of the confirming bank, upon first presentation of original shipping documents.

Letter of Credit to be opened within 7 days after the conclusion of the business and valid until 30 days after the last date of shipment period. Letter of credit to allow 10 percent more or less in both quantity and value.

Documents presented with misspelling or typing errors that do not affect the material meaning of a word or sentence in which they occur do not make a document discrepant unless such errors relate to price, quantity, quality, size and delivery terms and so affect the material meaning.

Documents to be presented for negotiation within 21 days of Bill of Lading date. All banking charges inside Australia are for beneficiary's account. All banking charges

GrainCorp Operations Limited

Level 26 175 Liverpool St Sydney NSW 2000 • PO Box A268 Sydney South NSW 1235

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outside Australia including reimbursement charges are for the account of the applicant.

Partial shipment allowed. Transhipment allowed.

Documents :

- (a) Signed commercial invoice from Seller in four (4) original and two (2) copies.
- (b) Full set of shipped on board Bills of Lading made out to order and blank endorsed, marked 'freight prepaid', and notify applicant in three (3) original and three (3) copies.
- (c) Certificate of Origin issued by Chamber of Commerce and Industry in one (1) original and two (2) copies
- (d) Packing list in four (4) original and two (2) copies.
- (e) Certificate of Weight, Quality and Condition issued by an independent Superintendent
- (f) Phytosanitary certificate issued by Department of Agriculture, Fisheries and Forestry in one (1) original and two (2) copies
- (g) Fumigation Treatment Certificate issued by an independent superintendent in one (1) original and two (2) copies.

Third party documents acceptable, except commercial invoice.

Special Clause:

Prohibition –

In case of prohibition of export, blockade or hostilities or in case of any executive or legislative act done by or on behalf of the government of the country of origin or the State or of the Territory where the port or ports of shipment named in the Contract is/are situated, restricting export, whether partially or otherwise, any such restriction shall be deemed by both parties to apply to the Contract and to the extent the Contract or any unfulfilled portion thereof shall be cancelled. Seller shall advise Buyers without delay with the reasons therefore and, if required, Sellers must produce proof to justify the cancellation.

Force Majeure:

A "Force Majeure Event" is defined as any (i) war, whether declared or undeclared, hostilities, revolution or act of public enemies; (ii) riot, ban, strike, lock-out, civil commotion, difference with or between any workmen or industrial action; (iii) contamination arising out of any accidents to, or breakdown or failure of machinery, infrastructure, plant or equipment; (iv) fire, natural disaster, drought, storm, severe weather or flooding, or acts of God; (v) terrorism or terrorism prevention; (vi) legislative or policy or restriction of any governments, governmental or semi-governmental or regulatory authorities or agencies, including but not limited to any prohibition or restrictions of exporting or importing whether partially or otherwise; (vii) currency restriction; (viii) accidents, damage or destruction of machinery,

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infrastructure, plant or equipment; (ix) blockage, stoppage, accident or hazard in navigable waters; (x) action or inaction in connection with any license, permit or approval; (xi) delay in the shipment of the Cargo or the forwarding of the Cargo to the loading point; or (xii) any other event or contingency, whether or not of a similar kind to the specific contingencies mentioned in this clause, where any such event/contingency, or any alleged consequent impact of same on its obligations under this Contract is, or was, beyond the reasonable control of the party asserting the existence of the Force Majeure Event.

Neither party shall be liable to the other under this Contract for any delay in performance of, or non performance of its obligations under or in accordance with this Contract, if such delay or non performance is as a result of a Force Majeure Event and due notice, as described below, has been provided. The party whose performance of any obligation under this Contract is directly affected, or who has reason to believe that its performance may be affected by a Force Majeure Event shall, within 48 hours after the commencement of the Force Majeure Event, or when the party first becomes aware of the Force Majeure Event or reasonable threat of same, whichever is the earlier, give written notice thereof to the other party to the Contract, and shall take all reasonable measures to remove, overcome or minimise the effects of the Force Majeure Event.

Such notice shall include details of the nature, likely duration, the obligations affected by the alleged Force Majeure Event, the extent or possible extent of its effect on those obligations, and the steps taken by the party invoking the existence of a Force Majeure Event to rectify it. For the avoidance of any doubt, performance of the Sellers' obligations (including but not limited to laytime even where on demurrage) shall be suspended to the extent to which they are affected by the Force Majeure Event, and for the duration of the Force Majeure event. If a Force Majeure Event continues for 30 days, then the Sellers have the right to extend the Delivery Period by a further 30 days. If the Force Majeure Event continues after the expiry of these further 30 days, then the Contract shall be terminated automatically, and neither party shall have a claim against the other for delay or non-performance, provided that satisfactory evidence justifying the existence of a Force Majeure Event and the consequent delay or non-performance is presented to the other party.

Import Permit:

This contract is subject to an import permit to be issued by the relevant authority in destination country, if required. Should an import permit be required, buyer to provide a copy of import license for the total contract quantity within 7 days after conclusion of the business.

Arbitration:

All disputes arising from or in connection with this contract or execution thereof shall be settled by friendly negotiation. In case no settlement can be reached, the case shall be submitted for arbitration to GAFTA in London, and subject to GAFTA Rules and Arbitration (88 and 125). The award made by the GAFTA Arbitration Commission shall be taken as final and binding upon both parties. Arbitration fees shall be borne by the losing party, unless otherwise awarded by the Arbitration Commission.

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THE VALIDITY OF THIS CONTRACT WILL BE UNAFFECTED BY NON-RETURN OF THE COUNTER CONFIRMATION DULY SIGNED BY YOURSELVES.

Confirmed by Buyer

Confirmed by Seller

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XXXXXX
Date :

GrainCorp Operations Limited
Date :

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