**LOI – LETTER OF INTENT**

**REFINED CANE SUGAR ICUMSA 45**

**TO: Mercury Exportações**

**A/C*:*** Vanderley Francisco de Brito

WE, ………………………………………., WITH FULL LEGAL AND CORPORATE RESPONSIBILITY HEREBY CONFIRM THAT THE BUYER IS READY, WILLING, AND ABLE TO PURCHASE THE COMMODITY **WHITE REFINED CANE SUGAR – GRADE “A” – ICUMSA 45 RBU**, UNDER THE FOLLOWING TERMS AND CONDITIONS, SUBJECT TO THE VALIDITY OF THIS ORDER AS PER SPECIFICATION AND IN THE QUANTITY AND FOR THE PRICE SPECIFIED IN THE TERMS AND CONDITIONS AS STATED BELOW:

**ORIGIN:** 100% FROM BRAZIL (SOUTH AMERICA).

**DESTINATION:** CIF – \_\_\_\_\_\_\_\_\_

**CONTRACT:** \_\_\_\_\_\_\_\_.00 MT IN 12 MONTHS DELIVERY.

**TOTAL QUANTITY:** \_\_\_\_\_\_\_\_\_\_.00 MT METRIC TONS.

**PACKING:** 50 KG PLASTIC BAGS FOR OCEAN SHIPPING.

**DESTIN:** CIF \_\_\_\_\_\_\_\_\_

**LOADING PORT:** SELLER’S CHOICE

**PRICE:** USD $ \_\_\_\_\_\_\_\_.00 PER METRIC TON, 12-MONTHS CONTRACT RENEWABLE.

**PAYMENT:** INITIALLY THE BUYER ISSUES A **SBLC/DLC** AS GUARANTEE, UNCONDITIONAL, CONFIRMED, IRREVOCABLE, TRANSFERABLE, DIVISIBLE AND OPERATIVE, WITH MATURITY FOR TWELVE MONTHS AND ONE DAY. **SBLC/DLC** IN THE AMOUNT OF ONE MONTH OF SUPPLY, USD$ \_\_\_\_\_\_. 00 (\_\_\_\_\_\_DOLLARS).

**12 MONTHS CONTRACT:** AFTER RECEIPT OF **SBLC/DLC**, THE SPOT CONTRACT BEGINS. PAYMENT FOR MONTH FILLING IN THE AMOUNT OF USD$ \_\_\_\_\_\_\_\_. 00 (\_\_\_\_\_\_ DOLLARS), WILL BE MADE AGAINST SHIPMENT DOCUMENTS WITH THE **MT103**. PAYMENT REMITTANCE VALUE X DELIVERY OF THE TOP 50 BANK WESTERN PRIME SHIPMENT, AGAINST SHIPPING DOCUMENTS ALL SENDING TO THE SELLER'S BANK.

**INSPECTION**: S.G.S INSPECTION FOR QUALITY AND QUANTITY SERVICE IS AT THE SELLER’S COST AND THE COMMODITY SHALL INSPECT AT THE PLACE OF LOADING.

**PRODUCT & GRADE:**

SPECIFICATIONS COMMODITY WHITE REFINED CANE SUGAR ICUMSA 45

ICUMSA: 45 RBU MAX.

POLARIZATION: 99.80% MINIMUM

MOISTURE: 0.04% MAXIMUM

SULFATE ASH CONTENT: 0.04% MAXIMUM

GRANULATION: MEDIUM TO FINE GRADE

SOLUBILITY: 100% DRY AND FREE FLOWING

RADIATION: NORMAL W/O PRESENCE OF CESIUM OR IODINE, CERTIFIED

COLOR: SPARKLING WHITE. MAXIMUM 45 ICUMSA

SEDIMENT: NONE

SMELL: FREE OF ANY ODOR

CROP: 2018-2019

REDUCING SUGAR: 0.05% MAXIMUM BY WEIGHT

SO2: 70 MG/KG MAXIMUM

SUBSTANCE: SOLID, CRYSTAL

MAGNETIC PARTICLES: 4 MG/KG MAXIMUM

MAX AS MAX PS: 2 PPM

MAX CU: 3 PPM

HPN STAPH AUREUS: NIL

# **PROCEDURES**

* BUYER ISSUES AN LOI.
* SELLER ISSUES AN FCO
* BUYER ISSUES AN ICPO + RWA/BCL (AS PROOF OF FUNDS) + PASSPORT + COMPANY CERTIFICATE.
* SELLER ISSUES CONTRACT.
* BUYER SIGNS, SEALS AND RETURNS THE CONTRACT TO SELLER, DULY SIGNED AND SEALED.
* THE SELLER SIGNS THE CONTRACT AND RETURNS TO THE BUYER.
* BUYER AND SELLER DEPOSIT A COPY OF THE SIGNED CONTRACT TO THEIR RESPECTIVE BANK.
* AFTER CONFIRMED ISSUES A LETTER OF CREDIT **SBLC/DLC** WITH VALIDATE PER ONE YEAR AND ONE DAY, THE SELLER STARTS TO LOADING ACCORDING TO THE LOADING TABLE ABOVE AGAINST SHIPPING DOCUMENTS, THE BUYER SHALL INSTRUCT HIS BANK TO RELEASE THE CORRESPONDING FUNDS TO THE SELLER´S ACCOUNT FOR THE SECOND MONTH SHIPMENT PAYMENT VIA **MT103**.
* SHIPMENT IS TO START IN 30/45 DAYS AFTER THE BUYER´S BANK RELEASES THE FINANCIAL INSTRUMENTS TO THE SELLER´S BANK.

PLACE AND DATE

**MR.** **NAME DIRECTOR**

**COMPANY NAME**

**SEAL**