



# SALES PURCHASE AGREEMENT

AL HAWAMDEH GENERAL  
TRADING

At ALHAWAMDEH GENERAL TRADING,  
we know general trading is not  
everyone's strong suit, so we bring the  
knowledge, accountability, and flexibility  
to the table to help businesses make the  
best decisions for their company. We get  
companies the products they need with  
little to no hassle and provide an  
all-inclusive approach to purchasing  
different products.



SALES PURCHASE  
AGREEMENT

AL HAWAMDEH GENERAL  
TRADING



# PRODUCT: SUGAR ICUMASA45

Buyers / Customer



## **SALE AND PURCHASE AGREEMENT - SPA**

This Agreement ("The Agreement") is made on **24<sup>th</sup> SEP 2023**

We **AL HAWAMDEH GENERAL TRADING F.Z.C.**, the principal Seller, incorporated with full legal corporate authority and responsibility, hereby state, and confirm that we are ready, willing, and able to supply product as illustrated below respectively.

This Contract is made between the following parties hereto and entered this day and becomes valid upon signature execution by both Parties:

<b>SELLER</b>	
<b>COMPANY</b>	AL HAWAMDEH GENERAL TRADING F.Z.C.
<b>REG. NUMBER</b>	14560
<b>ADDRESS</b>	UNITED ARAB EMIRATES – AJMAN
<b>TELEPHONE</b>	+971566822111
<b>EMAIL</b>	<a href="mailto:support@alhawamdehgt.com">support@alhawamdehgt.com</a>
<b>AUTHORIZED BY</b>	Mr. Mohammad Asaad Al Hawamdeh
<b>POSITION</b>	OWNER
<b>COUNTRY</b>	UAE

**AND**

<b>AS SELLER FINANCIAL</b>	
<b>COMPANY</b>	
<b>REG. NUMBER</b>	
<b>ADDRESS</b>	
<b>TELEPHONE</b>	
<b>EMAIL</b>	
<b>AUTHORIZED BY</b>	
<b>POSITION</b>	
<b>COUNTRY</b>	

**AND**

<b>BUYER</b>	
<b>COMPANY</b>	
<b>REG. NUMBER</b>	
<b>ADDRESS</b>	
<b>TELEPHONE</b>	
<b>EMAIL</b>	
<b>AUTHORIZED BY</b>	
<b>POSITION</b>	
<b>COUNTRY</b>	



Whereas the seller, seller financial and buyer, each with full corporate authority, certifies, represents and warrants that each can fulfil the requirements of this contract and respectively provide the products and the funds referred to herein, on time and under the terms agreed to hereinafter; and whereas the seller hereby agrees and makes an irrevocable firm contract to sell; and whereas the seller financial hereby agrees and represents the seller in all finance transactions and warrants that it can fulfill the requirements of this agreement and accept the bank instrument provided by the buyer on behalf of the seller order; and whereas the buyer hereby agrees and makes an irrevocable firm contract to purchase the mentioned commodity ; whereas the seller and the buyer both agree to finalize this contract under its terms and conditions ; whereas both parties hereby agree to honor the terms and conditions stated in this agreement in accordance with the international chamber of commerce ICC rules for international trade it is therefore agreed as follows:

**OBJECT:**

The seller sells and the buyer purchases **Sugar ICUMSA 45** in accordance with the specifications and quality described in this contract (hereinafter called “goods”). The general specification of the goods is provided here below.

**DELIVERY BASIS:**

- The seller shall deliver the goods under delivery condition CIF at Port of buyer.
- Buyer must have an appropriate importation permit (quota) from the destination country authorities. Seller is not responsible for that.
- After receiving and confirming of the operative financial instrument agreed on, the shipping documents will be issued within 3-5 (Three to Five) working days after assignment of new consignee and port of delivery.
- Delivery time to: Within 20 days since the cargo is HSS (M/V; IMO:)
- Loading port : Santo 's port / Brazil.
- Country of origin: Brazil.
- Delivery port: xxxx

**CLAUSE 1: COMMODITY**

White Refined Cane Sugar - GRADE A ICUMSA 45 Shall Conform to The Following Specifications And/or Standard International Specifications.

The 100% Sugar being supplied shall be fit for human consumption. Inspection shall be at the port of loading confirm that the product confirms to the Following Specifications:



**ICUMSA:** 45 ICUMSA / METHOD 4-1978  
**POLARISATION AT 20°:** 99.8% MIN  
**MOISTURE:** 0.04% MAX  
**SULPHATED ASH CONTENT:** 0.04% MAX  
**SOLUBILITY:** 100% DRY AND FREE FLOWING  
**COLOR:** SPARKLING-WHITE/CRYSTALLIZE  
**GRANULATION:** FINE TO MEDIUM  
**RADIATION:** NORMAL CERTIFIED WITHOUT CAESIUM OR IODINE  
**MAGNETIC PARTICLES:** 4 MG / KG  
**HPN STAPHAUREUS:** NIL  
**AS:**1PPMMAXIMUM.  
**PS:** 2 PPM MAXIMUM  
**CU:**3PPMMAXIMUM  
CROP AVAILABLE IN 2022 OR CURRENTLY AVAILABLE  
**SMELL:** FREE OF ANY SMELL  
**REDUCING SUGAR:** 0.05% MAX  
**SUBSTANCE:** SOLID, CRYSTAL MAX  
**SEDIMENTS:** NONE

Latest crop SUGAR should be extracted from sound, unfermented and undecayed SUGAR cane - SUGAR should be clean free from any foreign matter, taste or odor and have the sweet taste characteristic of white sugar dry or in solution.

**CLAUSE 2: PRODUCT ORIGIN**

Brazil.

**CLAUSE 3: PRODUCT PACKING**

The product will be packed in net 50 KG (fifty kilograms) new polypropylene bags with polyethylene lining. The bags have a combined Tare of 50KG product to destination. Bags will be labeled in English language as supplied by the buyer with, marking net weight, validity, product and country of origin or per buyer's instructions. 2% extra bags are supplied free of charge.

**CLAUSE 4: QUANTITY PURCHASING**

xxxxxx METRIC TONS (xxx metric tons) at \$xxx US DOLLAR (xxx US DOLLAR) per ton, with total value of \$xxxx US DOLLAR (xxxx MILLION US DOLLAR).



## **CLAUSE 5: PORT OF DISCHARGE**

CIF Port **xxxx**

## **CLAUSE 6: PORT OF LOADING**

SANTOS PORT, BRAZIL

## **CLAUSE 7: TERMS OF DELIVERY**

- 7.1 The date of the BILL OF LADING shall be considered the date of shipment.
- 7.2 The terms and conditions of the charter party agreement should comply with the terms and conditions contained in this contract. Should any of the terms and conditions detailed in the charter party agreement conflict with those in this contract, then the terms and conditions in this contract will take precedence.
- 7.3 All expenses at the destination port are the sole responsibility of the buyer.
- 7.4 By its seal and signature on this document, buyer guarantees he has the authority to import the "PRODUCT".
- 7.5 After the Vessel's departure from port of loading, the seller's shipping agent shall advise the buyer of the following: vessels sailing date, name of the steamship, number of the vessel, net quantity loaded, number of hatches on the vessel, estimated time of arrival at port of discharge.
- 7.6 The ship must be technically fault free and correspondence to be available at the port of discharge.
- 7.7 The buyer is responsible for commodity discharge, including all charges incurred in supervision of the discharge.
- 7.8 Demurrage is incurred if discharge of 12,000 Metric Tonnes takes more than 10 days and is charged to the account of the buyer. Demurrage rates are USD 2,500 for every day (two thousand and five hundred united states dollars per day).
- 7.9 No demurrage is payable by the buyer if the vessel is discharged within the days mentioned.
- 7.10 The seller must provide written alert to buyer within 24 hours after receipt of notice that the vessel transporting the product has experienced damage, peril, loss, or accident and this neither shall not release the seller of fulfillment of this obligation.



### **CLAUSE 8: FORCE MAJEURE**

Neither contracting parties will answer for the miscarrying out in due time or/and for the improper total or partial performance of either obligation they may have based on this present contract, if the miscarrying or improper performance were caused by force majeure, as established by law. the party that invokes force majeure outside of natural causes, earthquake, storms, or fire through (act of God) or declaration of war, civil war, military action, government emergency actions, stop order or strike is obligated to let the other party know about it in a minimum period of 5 (five) days of such event. conditions permitting and has to take all the possible measures in order to limit consequences.

If a period of 15 (fifteen) days since the event takes, place and does not cease, the parties have the right to ask for reasonable compensation.

### **CLAUSE 9: PRODUCT DOCUMENTATION PER LIST**

- Three original & three n/n copies of bill of lading.
- One original & two copies of commercial invoice.
- Three original & three copies of packing list.
- One original & two copies of SGS or equivalent certificate of analysis of quality, quantity.
- One original & two copies of certificate of origin by chamber of commerce.
- One original & two copies of phytosanitary certificate.
- Marine insurance 110 percent of the value of shipment covering protection.

### **CLAUSE 10: BANK CHARGES AND CURRENCY PARITY**

All bank charges from buyer's bank are the buyer's responsibility and all bank charges incurred by the Seller with the Seller's bank shall be borne by the Seller. The parity of one euro and equal to one dollar USD, the dollar USD is the reference currency of this SPA.





### CLAUSE 11: PAYMENT TERMS

The Seller and the Buyer agree to the following payment terms.

**Payment Terms:** The Buyer must pay Cash advance payment that is \$xxxx US DOLLAR (xxxxx US DOLLAR) of the total invoice amount by CASH immediately to the Seller or its designated beneficiary's bank account after signing the SPA contract.

The Seller must switch the Bill of Lading and other shipping documents to the new Consignee name and new Port of Discharge and send a scanned copy to the Buyer. After receiving the original copy, The Buyer must make payments of the total amount that is \$xxxx US DOLLAR (xxxxxxx MILLION THOUSAND US DOLLAR) of the total invoice amount by TT swift MT 103 transfer immediately to the Seller or its designated beneficiary's bank account. The Seller must send original shipping documents to the Buyer once the original documents received the Buyer.

### CLAUSE 12: DISCLOSURE

This contract is only for the purpose of the transaction contained herein. it is forbidden to be freely circulated. all disclosed information about the transaction to insurance agents, shipping companies, banking officials, forwarding agents and related parties should not be held as breach confidentiality. neither buyer nor seller will be held responsible for the actions of officers or agents of such third parties.

### CLAUSE 13: BANK COORDINATOR

#### SELLER FINANCIAL'S BANK DETAILS

<b>BENEFICIARY BANK NAME</b>	
<b>BENEFICIAR BANK ADDRESS</b>	
<b>BENEFICIARY BANK SWIFT CODE</b>	
<b>ACCOUNT NO</b>	
<b>BENEFICIARY NAME</b>	
<b>BENEFICIARY ADDRESS</b>	

#### BUYER'S BANK DETAILS

<b>BENEFICIARY BANK NAME</b>	
<b>BENEFICIARY BANK ADDRESS</b>	
<b>BENEFICIARY BANK SWIFT CODE</b>	
<b>ACCOUNT NO</b>	
<b>BENEFICIARY NAME</b>	
<b>BENEFICIARY ADDRESS</b>	



IN WITNESS WHEREOF, the Parties here to do set their hands and are witnessed with seals upon this Agreement as of this date of **24<sup>th</sup> OF SEP 2023**, Date and Month.

THE SELLER	THE SELLER FINANCIAL	THE BUYER
<b>ALHAWAMDEH GENERAL TRADING F.Z.C</b>		



END OF THE AGREEMENT

At ALHAWAMDEH GENERAL TRADING, we know general trading is not everyone's strong suit, so we bring the knowledge, accountability, and flexibility to the table to help businesses make the best decisions for their company. We get companies the products they need with little to no hassle and provide an all-inclusive approach to purchasing different products.





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