

TRADE CONFIRMATION NO: ATPL/0xx/2015-16-xx

DATE: DD MM YYYY

We confirm having concluded on account of the parties mentioned below the following transaction on the following terms & condition:-

SELLERS:

BUYERS:

AGENTS: ATHENA TRADEWINDS PVT. LTD.

COMMODITY: CRUDE SUNFLOWER SEED OIL OF EDIBLE GRADE IN BULK

ORIGIN: UKRAINE

QUALITY SPECIFICATIONS FFA (AS OLEIC) BASIS 2 PCT MAX 3 PCT – NON RECIPROCAL ALLOWANCE IN FAVOUR OF BUYERS 2 : 1 – FRACTION
MOISTURE AND IMPURITIES MAX 0,50 PCT
MO CONTENT : MAX 50MG/KG AFTER DEDUCTION OF ANALYTICAL UNCERTAINTY AND MINUS ANY ODD CHAIN HYDROCARBONS AND PEAKS NOT RELATED TO EXTERNAL SOURCE.

QUANTITY/QUALITY : FINAL AT TIME AND PLACE OF LOADING AS PER ANALYSIS ISSUED BY FIRST CLASS FOSFA LABORATORY FOR FFA AND M AND I. BASED ON SAMPLES DRAWN AND SEALED JOINTLY BY SELLER'S' FIRST CLASS SUPERINTENDENT COMPANY AND BUYERS' REPRESENTATIVES DURING LOADING IF BUYERS DECIDE TO BE REPRESENTED AT LOADING.

BUYERS ALSO HAVE THE RIGHT TO HAVE THEIR REPRESENTATIVE TAKING PRE-SHIPMENT SAMPLES TOGETHER WITH SELLER'S SUPERINTENDENTS – IF BUYERS WISH TO DO SO.

QUANTITY/DELIVERY : xxx MTS (xxx THOUSAND METRIC TONS) MIN/MAX – 01ST – 31ST _____, 2015. BOTH DATES INCLUSIVE - WITHOUT EXTENSION – AT BUYER'S CALL WITH 10 DAYS PREADVICE FOR NOMINATION OF VESSEL.

QUANTITY/PRICE: US DOLLARS xxx PMT 'FOB ILLICHEVSK/YUZHNEY PORT', UKRAINE.

PAYMENT: CASH AGAINST DOCUMENTS.

SPECIAL

CONDITIONS: TIME TO START COUNTING 6 HOURS AFTER PRESENTATION OF VALID NOTICE OF READINESS DURING LOCAL OFFICE HOURS - WIBON/WIPON/WIFPON/WICCON. THE LAYTIME WILL BE CALCULATED ON THE BASIS OF 80 METRIC TONS PER RUNNING HOUR SUNDAYS/HOLIDAYS EXCLUDED EIU.

DEMURRAGE AS PER CHARTER PARTY BUT MAXIMUM US DOLLARS 3500 PER DAY / NO DESPATCH.

VESSEL AGENTS TO BE DESIGNATED BY SELLERS AT BUYERS/VESSEL OWNERS' EXPENSE.

IF THIS OIL IS FOR DESTINATION OF THE EUROPEAN UNION THEN THE OIL IS TO CORRESPOND IN ALL RESPECTS TO THE REGULATION OUTLINED BY THE E.U. COMMISSION NO. 1151/2009 OF NOVEMBER 27, 2009 AND VALID AS FROM JANUARY 1, 2010 FOR IMPORTS OF UKRAINEAN SUNFLOWERSEEDOIL.

GENERAL TERMS: ALL TERMS AND CONDITIONS NOT CONFLICTING WITH THE ABOVE, SHALL BE AS PER **FOSTA 53** LATEST EDITION INCLUDING ITS ARBITRATION CLAUSE, WITH ARBITRATION IN LONDON, OF WHICH THE PARTIES HAVE KNOWLEDGE AND NOTICE AND HEREBY ACCEPT.

WRITTEN COMMUNICATION BY FACSIMILE MACHINES OR BY E-MAIL IS ACCEPTABLE TO BOTH PARTIES.

DESTINATION

CONTROL CLAUSE: BUYER REPRESENTS AND WARRANTS THAT NEITHER IT NOR ANY PERSON OR ENTITY THAT

OWNS OR CONTROLS IT IS A DESIGNATED TARGET OF ECONOMIC TRADE SANCTIONS PROMULGATED BY THE U.S., EU., U.N., SWITZERLAND OR THE COUNTRY OF ORIGIN OF THE GOODS ("SANCTION ACTS").

BUYER UNDERTAKES (I) THAT BUYER AND ITS AGENTS AND REPRESENTATIVES WILL FULLY COMPLY WITH ALL APPLICABLE SANCTION ACTS IN THEIR PERFORMANCE HEREUNDER, AND (II) THAT THE GOODS WILL NOT BE RESOLD TO, DISPOSED OF BY, SHIPPED TO OR TRANSPORTED ON A VESSEL, OR WITH ANY CARRIER, OWNED, CONTROLLED, FLAGGET, CHARTERED BY,

OR BOUND FOR ANY COUNTRY, PERSON OR ENTITY THAT WOULD CAUSE SELLER, OR ANY PARENT COMPANY OF SELLER, TO BE IN CONTRAVENTION OF APPLICABLE SANCTION ACTS. THE BUYER, ITS AGENTS AND REPRESENTATIVES SHALL NOT USE FOR PROCESSING OF ANY PAYMENT FOR THE GOODS UNDER THIS CONTRACT ANY FINANCIAL INSTITUTION INCLUDING ANY OF ITS BRANCH BEING EITHER REGISTERED OR SITUATED ON AREAS RESTRICTED BY OR AFFILIATED TO PERSON, ENTITY AFFECTED BY SANCTION ACTS. BUYER AGREES TO COOPERATE WITH SALLER'S REASONABLE REQUESTS FOR INFORMATION OR DOCUMENTATION TO VERIFY COMPLIANCE WITH THIS CLAUSE AND UPON SELLER'S WRITTEN REQUEST SHALL BE OBLIGED TO REIMBURSE WITHOUT ANY DELAY TO THE SELLER ALL DAMAGES BORNE BY THE LAST AS A RESULT OF BUYER'S VIOLATION OF THIS CLAUSE.

DESTINATION:

DESTINATIONS (AREAS, COUNTRIES) RESTRICTED BY SANCTION ACTS INCLUDING BUT NOT LIMITED TO SUDAN, IRAN AND SYRIA EXCLUDED

FOR SELLER

FOR AGENT

FORBUYER