

December 05th, 2007

签订日期：2007 年 12 月 5 日

CONTRACT No. 157

合同号：第 157 号

Sellers

卖方：

Buyers XXXXX

买方：XXXXXXXX

Commodity and Quantity

Net 0000 () metric ton stuffed in about 00,- Full container loads of each 21, 5,- () metric tons.

Crop 2007-08, hereinafter referred as **Product**.

货物名称及数量：

2007 - 2008 年产大米（以下称“产品”）净重（ ）公吨，装载在（ ）个满载集装箱中，每个集装箱装载量为 21 公吨、5 公吨、（ ）公吨

Quality

THAI JASMIN LONG RICE

The rice to be of a sound, loyal and merchantable quality, suitable for direct/immediate human consumption, without alien taste/ odour, without warehouse smell in milled rice after cooking. Free of non-edible foreign matter. Goods to be absolutely free of alive weevils / insects and free of their larvae at the time of loading and practically free of dead weevils / insects at time of shipment. Rice to be free from chemical and all other substances noxious to health. Residues of pesticides not to exceed the international/Russian standards and which used to be declared, mineral impurities max. 0.10 %, heavy metal contents not to exceed the international/Russian standards. Rice to be milled from non-GMO paddy. All other specifications as per the official standards of the country of origin in force at the time of delivery. The acceptance of commodity on quality is to be made by the buyer in the place of the buyer's location on the territory of Russian Federation. In case of commodity defect the buyer has the right to get the SGS VOSTOK LIMITED as an expert to take part in analysis of the commodities. The test result of an expert is obligatory both for buyer and for the seller. In case the

品质：

泰国香米（长米）

大米的品质应可靠、优良，适于销售，可供人类直接食用。大米须无异味，在煮熟后无经过长期仓储的陈米味道。大米中不含不可食用的异物，在装货时绝对不含任何活体昆虫及它们的幼虫，在装船时原则上不含死的昆虫。大米中不含化学物及其他任何对人体健康有害的物质。大米中的农药残留量不超过国际或俄罗斯国家标准，矿物质杂质含量最高不超过 0.10 %，重金属成分含量不超过国际或俄罗斯国家标准。大米不是转基因稻谷产出的大米。其他品质指标须符合大米原产地国家现行有效的官方标准。买方在位于俄罗斯联邦境内的买方收货地点对产品进行品质验收。如果交货的产品有瑕疵，买方有权请 SGS VOSTOK 有限公司（一家专业商检公司）作为专家，参与对产品的分析和检验。SGS VOSTOK 有限公司的检验结果为对买方和卖方都有效力的权威检验结果。如果经 SGS VOSTOK 有限公司的检验，确认产品确有瑕疵，则所有检验费用将由卖方承担。

如果交货的产品不符合品质要求，买方将通知卖方加以改正，或通知卖方在 5 日内（自买方向卖方发出通知时算起）将有瑕疵的产品运回。如果交货的大米在运抵圣彼得堡时，因被检疫机构检出含有活体昆虫而需要加以熏蒸，则因此发生的所有费用和时间都由卖方承担。

The sellers/卖方

The Buyers/买方

commodity defect confirmed by the SGS VOSTOK LIMITED, all the expenses are to be paid by the seller

In the cases the commodities do not suit the quality requirements the seller is to give an order to annihilate or to deliver the defect commodities back to the seller within 5 days from the moment the seller was notified about this. If the rice need to be fumigated on arrival of the vessel to St.Petersburg due to alive weevils found by the Quarantine inspection, all time/expenses must remain for the **Sellers'** account.

Packing:	in new strong double polypropylene bags of 10.0 kg Net. The bags to be clean, sound and strong, free from infestation and any foreign odour and fit for ocean transport. Tare weight of each bag minimum 000 Gms.	包装:	用可装 10 公斤大米 (净重) 的新的双层聚丙烯袋包装, 双层聚丙烯袋必须坚固、干净、质量可靠, 不含任何害虫和异味, 适于海运。每个聚丙烯袋的皮重最少为 () 千克。
Marking:	Buyers' marking to be done according to the model, given in Addendum 1.	唛头:	买方的唛头, 根据附件 1 列出的唛头样本书写。
Shipment		装船:	
Delivery	FOB, to Bangkok, Thailand (INCOTERMS 2000).	交货条件:	泰国曼谷船上交货 (即 FOB 条件, 根据《2000 年国际贸易术语解释通则》解释)
Price	USD \$ 220,- (000000 USA Dollars) per Metric Ton Net, FOB, Bangkok, Thailand (INCOTERMS 2000).	价格:	每公吨 220 美元, 泰国曼谷船上交货价 (即 FOB 条件, 根据《2000 年国际贸易术语解释通则》解释)
Total amount	The total amount of the contract is USD 00000,00.	总金额:	本合同的总金额为 () 美元。
Payment	100 % of the invoice amount by bank transfer in USD in favour of the Sellers against presentation of copies of the shipping documents mentioned below by fax latest 10 days before arrival of the vessel to St.Petersburg.	支付条款:	卖方通过传真方式, 最晚在运货船只抵达圣彼得堡前的 10 天向买方提示装船单据 (装船单据的具体规定见以下部分) 的副本, 然后买方通过银行电汇向 卖方 付款, 付款金额为发票金额的 100%。

The sellers/卖方

The Buyers/买方

Documents The Sellers to present the following documents: **单据:**

1. Full set of 3/3 original Clean “Shipped on board” Bills of Lading and 2 non-negotiable copies,, issued to the order of “OOO FOOD LINE, CHKALOVSKIY PROSPEKT 58, LITER A, 197022 ST. PETERSBURG / RUSSIA” and notify as per instruction of buyers.
2. Commercial Invoice in 3 originals duly signed/ stamped by the sellers, to be issued on sellers’ letterhead in the name of OOO “FOOD LINE”.
3. Certificate of Origin GSP Form A issued by competent authority, mentioning destination: St-Petersburg/ Russia, declaring the rice to originate in Thailand.
4. Original Fumigation certificate issued by independent third party. Fumigation with Phostoxine (Aluminium Phosphine).
5. Original Phytosanitary certificate issued by the competent authority, mentioning at least a) the latin/ botanical name of rice id est.: ‘Oryza Sativa’, b) the destination St-Petersburg/ Russia, c) a reference to the goods, d) to bear a date prior or same as the B/L.
6. Original Certificate of Weight & Quality & Packing to be issued by independent surveyor ISC at sellers’ expense and to be final at time of loading.
7. Original Sellers’ Packing certificate, mentioning the gross, net and tare weight separately for one bag as for the total weight stuffed in the container(s). The weight to correspond with what mentioned on the B/L and to have a reference to the B/L and/or the container numbers.
8. Sellers’ declaration stating ‘The various pesticides and non-GMO Statement’ mentioning the various pesticides (chemical names) used during the cultivation and storage of the rice which shipped under the present contract and the approximate date of the last treatment with pesticides. That the rice has not been genetically

卖方应提交以下单据：

- 1.全套已装船清洁提单，3份正本和2份不可转让的副本，提单收货人一栏作成凭“OOO食品有限公司（俄罗斯圣彼得堡 Chkalovsky大街58号A）”指示抬头，并根据买方的要求通知买方。
2. 3 份正本发票，发票经卖方签字/盖章，发票抬头人为 OOO 食品有限公司。
- 3.原产地普惠制证书，由主管机构签发，证书上须注明到货目的地：俄罗斯圣彼得堡，并注明大米的原产地为泰国。
- 4.熏蒸证书的正本，由独立的第三方机构签发，熏蒸使用磷化铝。
- 5.植物检疫证书的正本，由主管机构签发。证书上须至少注明以下内容：（1）大米的拉丁学名和植物名，即“Oryza Sativa”；（2）到货目的地：俄罗斯圣彼得堡；（3）货物描述；（4）签发日期不迟于提单签发日期。
- 6.重量、数量、包装证书的正本，由独立的第三方机构签发，费用由卖方承担，数量、重量、包装为装货时最终的数量、重量、包装。
- 7.卖方出具的装箱单正本，注明每袋货物的毛重、净重、皮重，及装进集装箱的货物的总重量。所注明的重量须与提单上显示的重量一致，且须注明提单号和/或集装箱箱号。
- 8.卖方出具的声明书，声明“所使用过的各种农药，大米不是转基因稻谷产出的大米”，其中须注明本合同项下交货的大米，在种植和仓储过程中使用的各种农药（注明化学名称），以及最后一次使用农药的大概日期。还须注明，大米不是转基因大米，且不含有转基因成分。
- 9.分析证书，其中列出含有消费者安全参数的分析和检测结果，由泰国农业部下属的农产品研发办公室出具。该分析证书（又被称为“检测结果证书”），必须根据俄罗斯联邦“SanPiN 2.3.2.1078-01”标准的要求，提供各种有害物质的检测结果。

以上所有单据都须显示同一个合同号和合同日期，以及发票号和发票日期。

The sellers/卖方

The Buyers/买方

modified and does not contain Genetically Modified Organisms. and 9. Certificate of analysis, listing the test results for consumer safety parameters issued by Thai Agricultural Ministry's Office for Research and Development of Agricultural Produce. This certificate of analysis (called also 'Protocol of test Results') must provide the results of testing on various hazardous elements in accordance with the requirements under Russian Federation "SanPiN 2.3.2.1078-01".

All the documents to show the same contract number and date, invoice number and date.

Remarks

1. Bank expenses in sellers' country are borne by sellers, all other bank expenses for Buyers' account.
2. Custom expenses and taxes in Russia for Buyers' account. All custom expenses and taxes outside Russia for Sellers' account.
3. The contract is made up in two languages, English and Russian, and both of them have equal legal effect.

附注:

1.在卖方所在国发生的银行费用,由卖方承担;除此以外的其它银行费用由买方承担。
2.在俄罗斯发生的海关费用和税金,由买方承担。在俄罗斯以外发生的所有海关费用和税金,由卖方承担。
3.本合同以英语和俄语写就,两种语言的合同文本具有同等效力。

Force-Majeure

If on account of hostilities, war, embargo, blockade, insurrection, mobilization, strike, lock-out, riot or other civil commotion or by fire, drought, plague or other calamities, the fulfilment of this agreement in whole or in part is rendered impossible, the contract delivery period will be extended the same period of time as the duration of event but limited to one month. If after one month the delivery extension is still prevented by any of the above causes, such part of the contract as has been postponed shall be void unless a further extension is mutually agreed between the **Seller** and the **Buyer**.

不可抗力:

如果因不可抗力事件,如敌对状态、战争、禁运、封锁、暴动、暴乱、罢工、停工、骚乱、民变、火灾、大旱、瘟疫或其他自然灾害等,造成无法履行本合同的全部或部分,则本合同规定的交货期将按不可抗力事件的持续时间顺延,但最长只得延长 1 个月。如果在将交货期延长 1 个月后,因不可抗力事件的原因仍无法交货,则除非买方和卖方达成进一步的协议,同意再进一步延长交货期,否则延迟履行的那部分合同即成为无效。

由双方所在国的商会签发的证明书,为证明不可抗力事件发生及持续时间的有效证明。

Certificates issued by the respective Chambers of Commerce shall be sufficient proof of such circumstances and their durability.

Arbitration

Other terms and conditions as per L.R.B.A. Standard Contract Terms (September 1997, amended 1st

仲裁:

本合同其他条款和条件,遵照“伦敦大米交易商协会标准合同条款”(1997 年 9 月发布,2003 年 7 月修订)。仲裁条款遵照

The sellers/卖方

The Buyers/买方

July 2003). Arbitration as per
GAFTA Arbitration Rules no 125.

“ 谷物和饲料贸易协会仲裁规则 ” 第 125
号文件。

Validity Till July 31st, 2008.

合同有效期: 至 2008 年 7 月 31 日

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附件 1, – 产品唛头样本 , 1 页

The sellers/卖方

The Buyers/买方

ADDENDUM 1 (contract № 157 dated December 05th 2007)

附件 1 (合同号：第 157 号 签订日期：2007 年 12 月 5 日)

Model of Product marking

产品唛头样本

Thai jasmine long rice

泰国香米（长米）

生产商：

Co Ltd,

10100, 泰国坂格科克

公司进口：

“福德 莱恩”股份有限公司

俄罗斯圣彼德堡市契卡洛夫斯克大街 58 号 A 座

2007-2008 年收成

- 脱粒日期：2007 年

- 贮存期限：00 月

- 净重：10 千克

贮藏在干燥处

The sellers/卖方

The Buyers/买方