



■ **Sales and Purchase Contract (SPC)** ■  
**(For Buyer Account)**

**Contract Reference No:** FFIT-[Insert Number]

**Date:** [Day Month Year]

**Place of Issue:** Dar es Salaam, Tanzania / Izmir, Türkiye

**SELLER:**

**The Green International Ltd**

[Registered Address]

Dar es Salaam, Tanzania

**Represented by:** [Name & Title]

**BUYER (CONSIGNEE):**

[Full Legal Company Name]

[Registered Address]

[City, Postal Code, Country]

**Represented by:** [Name & Title]

**RECITALS**

Whereas the Seller is engaged in the supply of agricultural commodities and edible oils, and the Buyer wishes to purchase specific quantities of said commodities, the Parties hereby agree to the following terms and conditions, governed by Incoterms® 2020 and, where applicable.

**1. COMMODITY & SPECIFICATIONS**

Item	Description
1.1 Goods	[Insert Product Name, e.g., Refined Sunflower Oil]
1.2 Specifications	[Insert Quality Parameters, e.g., FFA max 0.1%, Moisture max 0.05%]
1.3 Origin	At Seller's Option (Tanzania/Other origin to be advised)

Item	Description
1.4 Packing	[Select: Bulk Tanker / Flexi-Tank / IBC Tank / Steel Drum / Jerry Can / Tin Can / PET Bottle / Glass Bottle / Other: _____]

## 2. QUANTITY, TOLERANCE & PRICE

Parameter	Details
2.1 Contract Quantity	[Insert Amount] Metric Tons (MT)
2.2 Tolerance	Plus or minus 5% ( $\pm 5\%$ ) at Seller's Option
2.3 Unit Price	USD [Insert Price] per Metric Ton
2.4 Delivery Term	[Select: CIF / CFR / FOB] [Insert Named Port of Destination/Shipment]
2.5 Total Contract Value	Approximately USD [Insert Total Amount] ([Amount in Words] United States Dollars), subject to final delivered quantity within tolerance.

## 3. DELIVERY & SHIPMENT

Parameter	Details
3.1 Port of Loading	Seller's Option (to be nominated via Shipping Notice)
3.2 Port of Destination	[Insert Port Name, Country]
3.3 Shipment Period	Within [Number] days of contract signing, specifically between [Start Date] and [End Date], 202[Year]

Parameter	Details
<b>3.4 Partial Shipments</b>	Allowed
<b>3.5 Transshipment</b>	Allowed

#### 4. PAYMENT TERMS

The Buyer shall remit payment as follows (check applicable):

- Option A:** 100% Advance Payment of Full Order Value upon presentation of Proforma Invoice.
- Option B:** 30% Advance Payment against Proforma Invoice + 70% Balance against scanned/faxed shipping documents (CAD basis).
- Option C:** 40% Advance Payment against Proforma Invoice + 60% Balance via Irrevocable Letter of Credit (at sight against compliant shipping documents).
- Option D:** [Other negotiated terms]: \_\_\_\_\_

*Payment shall be effected within five (5) business days of presentation of the relevant invoice and/or shipping documents.*

#### 5. QUALITY, WEIGHT & INSPECTION

Quality and weight shall be final as determined at the time and place of loading by **SGS** (Société Générale de Surveillance) or another independent surveyor mutually acceptable to both Parties, at the **Buyer's option and expense** (unless otherwise agreed).

#### 6. DOCUMENTS

The Seller shall present the following documents to the Buyer (or Buyer's bank, if via LC):

- **a)** Commercial Invoice (in triplicate originals);
- **b)** Detailed Packing List (in triplicate originals);
- **c)** Full Set of Clean On Board Ocean Bill of Lading (3/3 originals), marked "Freight Prepaid" (if CIF/CFR) or "Freight Collect" (if FOB), made out to order and blank endorsed;
- **d)** Certificate of Origin issued by a recognized Chamber of Commerce (1 original, 1 copy);
- **e)** Marine Insurance Policy or Certificate (for CIF terms only, covering 110% of invoice value);

- **f) Quality and Weight Certificate** issued by SGS or equivalent independent inspector.

## **7. TRANSFER OF RISK & TITLE**

- **7.1 Risk:** Passes to the Buyer once the Goods are loaded on board the vessel at the Port of Loading.
- **7.2 Title:** Passes to the Buyer upon full payment of the contract value and clearance of Goods through customs at destination, or as otherwise determined by the agreed Incoterm.

## **8. SHIPPING NOTICE**

The Seller shall provide the Buyer with a Shipping Notice advising vessel name, B/L date, quantity loaded, and estimated time of arrival (ETA) within forty-eight (48) hours of loading, and in no case later than fifteen (15) business days from the Bill of Lading date.

## **9. TAXES, DUTIES & LEVIES**

- **9.1 Export Charges:** All export duties, levies, taxes, and charges in the Country of Origin shall be borne by the **Seller**.
- **9.2 Import Charges:** All import duties, levies, taxes, customs clearance costs, and charges in the Country of Destination shall be borne by the **Buyer**.
- **9.3 Permits:** Failure by the Buyer to obtain necessary import permits or licenses shall not constitute Force Majeure and shall not relieve the Buyer of its payment obligations.

## **10. BANKING CHARGES**

All banking charges incurred within Tanzania (or Seller's country), including correspondent bank fees, shall be borne by the **Seller**. All banking charges incurred outside Tanzania, including the Buyer's bank charges, shall be borne by the **Buyer**.

## **11. THIRD-PARTY DOCUMENTS & TRANSLATIONS**

- Third-party documents (e.g., B/L, Certificates) are acceptable.
- Documents issued in the local official language of the origin country are acceptable provided they are accompanied by a certified English translation.

## **12. FORCE MAJEURE**

Neither Party shall be liable for delay or failure in performance due to acts of God, war, strikes, lockouts, riots, civil commotion, machinery breakdown, fire, or any unforeseeable and unavoidable impediment to navigation or performance beyond the reasonable control of the affected Party. The affected Party must notify the other within seven (7) days of such occurrence.

### 13. ARBITRATION & GOVERNING LAW

- **13.1 Standard Terms:** All terms not conflicting with the above shall be governed by \_\_\_\_\_
- **13.2 Arbitration:** Any dispute arising under this Contract shall be referred to arbitration in **Tanzania** in accordance with the Arbitration Rules. The decision of the arbitrators shall be final and binding on both Parties.
- **13.3 Governing Law:** This Contract shall be construed in accordance with English Law or as mutually agreed by the Parties.

### 14. ENTIRE AGREEMENT & AMENDMENTS

This Contract constitutes the entire agreement between the Parties and supersedes all prior negotiations. No amendment shall be valid unless made in writing and signed by authorized representatives of both Parties.

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### EXECUTION

In witness whereof, the Parties have executed this Sale and Purchase Contract as of the date first written above.

**For and on behalf of the Seller:**

**The Green International Ltd**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Corporate Seal: [Affix Stamp]

**For and on behalf of the Buyer:**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Corporate Seal: [Affix Stamp]

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*All requested information must be provided in full detail. This contract is valid upon signature by both Parties.*