

00/00/202

SOFT CORPORATE OFFER (SCO)

DATE: 00/00/202
SCO NO: MYS/0000/XXXXXXXX/00/X/202
SELLER'S CODE: MYS/0000/XXXXXXXX/00/X/202
BUYER'S CODE: MYS/0000/XXXXXXXX/00/X/202
VALIDITY 00/00/202

THE BUYER:

Company name: -
Legal representative: -
Designation: -
Company address: -

THE SELLER FACILITATOR:

Company name: -
Company address: -
Legal representative: -
City: -
Country: -

We as the seller, hereby declare and confirm that we are ready, willing and able to assign the described commodity, as per the specifications and in the quantity and for the price as specified in the terms and conditions as hereinafter set forth and contingent upon receiving the documents required for an immediate transaction, and signing mutually agreeable sales and purchase agreement between the parties.

1. PRODUCT INFORMATION:

NAME OF THE PRODUCT	
ORIGIN	
CIF DELIVERY	
QUANTITY DELIVERY	
TOTAL CONTRACT	
PRICE PER (MT) (US\$)	
PAYMENT TERMS	100% STANDBY LETTER OF CREDIT (SBLC) (MT760) IRREVOCABLE TRASFERABLE CEDIBLE, DIVISIBLE AUTOREVOLVING, FILED FOR VALUE 1 DELIVERY THE PERIOD OF THE CONTRACT + 1 DAY WITH DELIVERY VALUE FOR SUSD. 0.000.000,00 (XXXXXXXXXX/00 \$ USD) (100% AT SIGHT AFTER SUPPLY OF SHIPPING DOCUMENTS AT LOADING PORT, WITH WIRE TRANSFER / TT BY MT103 (BANK TO BANK) FOR VALUE OF SUSD. 0.000.000,00 (XXXXXXXXXX/00 \$ USD) IN THE ACCOUNT.
PACKING	
FOR OWN LABEL 3500 ONE-TIME AT THE TIME OF ISSUE OF THE SBLC, FOR EACH TYPE OF SIZE OR LABEL	
PORT OF LOADING	
INSPECTION BY SGS	SGS SHIPPING DOCUMENTS AT LOADING PORT AS A POINT 6

DESTINATION PORT	
INSURANCE	110% OF THE CIF VALUE OF EACH SHIPMENT ON THE SELLER'S COST
PB.	NO 2% PB, PENALTY OF 5% FOR BOTH SIDES IN CASE THE SELLER FAILS TO SUPPLY THEN THE SELLER PAYS 5% TO THE BUYER AND IF THE BUYER CANCELS THE CONTRACT AFTER SEVERAL SHIPMENTS THE BUYER PAYS 5% TO THE SELLER.
TOTAL VALUE CONTRACT	\$ USD 00.000.000,00 (XXXXXXXXXXXXXXXXXX/00 \$ USD)
NOTE	MINIMUM VALUE PER DELIVERY \$1,200,000 USD PER DELIVERY

2. PAYMENT TERMS:

.....100% STANDBY LETTER OF CREDIT (SBLC) (MT760) IRREVOCABLE TRASFERABLE CEDIBLE, DIVISIBLE AUTOREVOLVING, FILED FOR VALUE 1 DELIVERY THE PERIOD OF THE CONTRACT + 1 DAY WITH DELIVERY VALUE FOR **\$USD. 0.000.000,00 (XXXXXXXXXX/00 \$ USD)** (100% AT SIGHT AFTER SUPPLY OF SHIPPING DOCUMENTS AT LOADING PORT, WITH WIRE TRANSFER / TT BY MT103 (BANK TO BANK) FOR VALUE OF **\$USD. 0.000.000,00 (XXXXXXXXXX/00 \$ USD)** IN THE ACCOUNT.

TOTAL VALUE CONTRACT \$ USD 00.000.000,00 (XXXXXXXXXXXXXXXXXX/00 \$ USD)

3. PROCEDURE:

- 1 - IF THE SCO IS ACCEPTED, WITH SIGNATURE ON ALL PAGES, THE SELLER SENDS THE FCO ON HIS HEADED AND SIGNED PAPER, THE BUYER SIGNS IT AND SENDS IT BACK TO THE SELLER, SIGNED ON ALL PAGES, + PROOF OF FUNDS ON LETTER-HEAD OF THE BANK (RWA)
- 2 - THE SELLER ISSUES THE DRAFT CONTRACT (CTR/SPA) AND SENDS IT TO THE BUYER, OPEN FOR ANY SIMPLE MODIFICATION.
- 3 - THE BUYER CHECKS THIS DRAFT OF THE CONTRACT, FILLS IN ALL HIS DATA AND THE COORDINATES OF HIS BANK ACCOUNT, SIGNS IT AND WITHIN 5 WORKING DAYS, RETURNS IT TO THE SELLER'S MANDATE.
- 4 - THE SELLER CHECKS IT AND SENDS THE CONTRACT COUNTERSIGNED WITH THE FULL CIS OF THE SELLING COMPANY.
- 5 - THE BUYER INSTRUCTS HIS BANK TO ISSUE, WITHIN 5 WORKING DAYS, A PRE-PROOF OF FINANCIAL INSTRUMENT (MT799/199) AND SENDS A COPY TO THE SELLER MANDATE.
- 6 - THE SELLER OFFICIALLY ACCEPTS THIS VERBIAGE.
- 7 - THE ACQUIRING BANK RELEASES THE DEFINITIVE FINANCIAL INSTRUMENT (MT760) TO THE SELLING BANK WITH SWIFT COPY MANDATE TO THE SELLER.
- 8 - THE SELLER PREPARES THE PRODUCT OF THE ORDER AND, WITHIN 15/28 WORKING DAYS, DELIVERS IT TO THE PORT OF EMBARKATION FOR SGS INSPECTION AND ISSUANCE OF THE BILL OF LADING AND OTHER TRANSPORT DOCUMENTS.
- 9 - THE BUYER AND THE BUYER BANK CHECK THESE SHIPPING DOCUMENTS AND ONLY IF THEY ARE REGULAR AS PER THE CONTRACT, THEY PAY AT THE PORT OF SHIPMENT WITH MT103.
- 10 - THE SELLER, HAVING VERIFIED THE PAYMENT, SENDS THE FIRST DELIVERY.
- 11 - AFTER AND WITHIN 5 WORKING DAYS, THE SELLER PAYS ALL THE INTERMEDIARIES WITH THE BUYER'S PART OF THE SBLC

4. SPECIFICATION:

5. LOADING TIME:

AFTER THE VERIFICATION BY THE SELLER'S BANK OF THE ISSUE OF THE FINANCIAL INSTRUMENTS, ISSUED BY THE BUYER'S BANK, IT TAKES ABOUT 10/21 DAYS TO CARRY OUT, AND 10/40 DAYS OF NAVIGATION TO ARRIVE TO THE DELIVERY PLACE

6. SHIPPING DOCUMENTS:

- CERTIFICATE OF ORIGIN,
- SGS CERTIFICATE OF INSPECTION
- SGS CERTIFICATE OF WEIGHT
- SGS CERTIFICATE OF QUALITY
- SGS CERTIFICATE OF QUANTITY
- PHYTO SANITARY CERTIFICATE
- PACKING LIST
- BILL OF LADING
- COMMERCIAL INVOICE
- ISO CERTIFICATE
- DOCUMT NUMBER FOR IMPORT

ADDITIONAL DOCUMENTS CANNOT BE REQUESTED AT THE TIME OF LOADING, IF THEY HAVE NOT BEEN SIGNED UP DURING THE NEGOTIATION PHASE

CERTIFICATES AND DOCUMENTS ARE DATA EXCLUSIVELY TO THE LOAD

7. BUYERS BANK DETAILS.:

BANK NAME:	
BANK ADDRESS:	
SWIFT CODE:	
ACCOUNT NAME:	
ACCOUNT NUMBER:(USD)	
BANK PHONE:	
BANK OFFICER NAME	
E-MAIL	
FUNDS ORIGIN:	
FULL NAME:	
COMPANY NAME:	
POSITION:	
PASSPORT	
COMPANY ADDRESS:	
E-MAIL:	
STAMP / SIGNATURE:	

8. SPECIMENTE VERBIAGE OF PRE-ADVICE VIA SWIFT MT 799(199):

FORMAT OF PRE-ADVICE
via MT799

Instance Type and Transmission

Notification (Transmission) Of Original Sent To SWIFT (Ack) Network Delivery Status : Network Ack/Received
Priority/Delivery : Normal

SWIFT Input Reference:
SWIFT Message Header

SWIFT Fin: FIN 799 Free Format Message Basic Header S 01
Application Header K
SWIFT Message Text

20: TRANSACTION REFERENCE NUMBER

Xxxxxxx

21: RELATED REFERENCE

XxXXXXXXXXXXXX CURRENCY: €
AMOUNT: xxxxxxxxxxxx

ORDERING CUSTOMER NAME & ADDRESS

XXXXXXXXXXXXXXXXXXXX ACCOUNT NAME:
ACCOUNT NUMBER:

31C:DATE OF ISSUE

79: NARRATIVE

WE, COMMERCIAL DEVELOPMENT BANK AG, XXXXXXXXXXXX, UNITED KINGDOM CONFIRMATION OF READY, WILLING AND ABLE TO ISSUE AND
DELIVER AND UNCONDITIONAL STANDBY LETTER OF CREDIT FULLY CASH BACKED IN THE FACE VALUE OF € xxxxxxxxxxxx MILLION EURO
(€00,000,000.00)

IN FAVOUR OF XXXXXXXXXXXXXXX.

WE HEREBY CONFIRM WITH FULL BANK RESPONSIBILITY THAT WE ARE READY, WILLING AND ABLE TO ISSUE STANDBY LETTER OF CREDIT VIA SWIFT

MT760 IN FAVOUR OF XXXXXXXXXXXX IN THE FACE VALUE OF EUROPEAN UNION
CURRENCY € xxxxxxxxxxxx MILLION.

(€ xx,000,000.00) WITH A VALIDITY OF ONE (1) YEAR AND ONE (1) DAY.

WE FURTHER CONFIRM THAT THE STANDBY LETTER OF CREDIT IS CASH-BACKED AND IS ASSIGNABLE, TRANSFERABLE AND UNCONDITIONALLY CALLABLE
UPON MATURITY.

ALL CHARGES ARE FOR THE ACCOUNT OF THE APPLICANT FOR AND ON BEHALF OF
COMMERCIAL DEVELOPMENT BANK AG, XXXXXXXXXXXX, UNITED KINGDOM
AUTHORIZED OFFICER 1 AUTHORIZED OFFICER 2 GROUP FINANCE DIRECTOR CHIEF RISK OFFICER

9. DRAFT SWIFT MT760 SBLC FROM THE ISSUING BANK TO THE RECEIVING BANK

SBLC VERBIAGE

Via SWIFT MT760

SBLC/BG NO.: XXXXXXXXXXXXX

ISSUING BANK: XXXXXXXXX

ADDRESS: XXXXXXXXXXXXXXXXXXXXX

SWIFT CODE: XXXXXXXXX

BANK OFFICER: XXXXXXXXX

APPLICANT: XXXXXXXXXXXXXXXXXXXXX

DATE OF ISSUE: XXXXXXXX

DATE OF MATURITY: XXXXXX
CURRENCY: EUROPEAN UNION CURRENCY
FACE AMOUNT: €XXXXXXXXXXXX

.
RECEIVING BANK: XXXXXXXXXXXXXXXXXXXX
ADDRESS: XXXXXXXXXXXXXXXXXXXX
SWIFT CODE: XXXXXXXX
BANK OFFICER: XXXXXXXX
BENEFICIARY: XXXXXXXXXXXXXXXXXXXX.

FOR VALUE RECEIVED, WE, (NAME & ADDRESS OF ISSUING BANK), HEREBY IRREVOCABLY AND UNCONDITIONALLY, WITHOUT PROTEST AND NOTIFICATION, PROMISE TO PAY AGAINST THIS SBLC TO THE ORDER OF (NAME OF BENEFICIARY), THE BEARER OR HOLDER THEREOF, AT MATURITY THE SUM OF €XXXXXXXX.00 (AMOUNT IN WORDS) IN THE LAWFUL CURRENCY OF EUROPEAN UNION, UPON SURRENDER AND PRESENTATION OF THIS STANDBY LETTER OF CREDIT AT OUR OFFICE AT (ADDRESS OF ISSUING BANK), BUT NOT LATER THAN 15 (FIFTEEN) DAYS AFTER MATURITY DATE OF THIS SBLC.

.
SUCH PAYMENT SHALL BE MADE WITHOUT SET-OFF AND FREE AND CLEAR OF ANY DEDUCTION OR CHARGE, FEE OR WITHHOLDING OF ANY NATURE PRESENTLY OR IN THE FUTURE IMPOSED, LEVIED, COLLECTED, WITHELD OR ASSESSED BY THE GOVERNMENT OF (ISSUING COUNTRY) OR ANY POLITICAL SUBDIVISION OR AUTHORITY THEREOF OR THEREIN.

.
THIS SBLC IS FREELY TRANSFERABLE, ASSIGNABLE AND DIVISIBLE WITHOUT PRESENTATION OF IT TO US AND WITHOUT THE PAYMENT OF IRREVOCABLE ANY TRANSFER, CEDIBLE END DIVISIBLE FEE OR CHARGE. THIS SBLC IS SUBJECT TO THE UNIFORM RULES FOR DEMAND GUARANTEE AS SET FORTH BY THE INTERNATIONAL CHAMBER OF COMMERCE, PARIS, FRANCE, ICC PUBLICATION NO. 758, 2010 REVISION.

.
THIS SBLC SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF (ISSUING COUNTRY).

.
ALL BANKING CHARGES ARE FOR THE ACCOUNT OF APPLICANT.

.
THIS IS AN OPERATIVE INSTRUMENT AND NO FURTHER MAIL CONFIRMATION WILL FOLLOW.

.
FOR AND ON BEHALF OF
(NAME AND ADDRESS OF ISSUING BANK) AUTHORIZED BANK OFFICER #1 AUTHORIZED BANK OFFICER #2

10. IMPORTANT WARNING NOTICE:

IMPORTANT WARNING NOTICE:

- A) INTERNATIONAL CHAMBER OF COMMERCE
 B) INTERPOL IP CRIME UNIT INTERPOL GENE-
 RAL SECRETARIAT
 C) FEDERAL BUREAU OF INVESTIGATION

THIS IS A VERY IMPORTANT MESSAGE TO ANYONE INVOLVED IN THE COMMODITIES INDUSTRY ON THE NEW MEASURES WITH RESPECT TO BUYERS AND SELLERS CONDUCTING TRANSACTIONS.

FROM NOW ON, IF AN ICPO, LOI, RWA, OR BCL IS ISSUED AND THE DOCUMENT IS NOT REAL, TRUE AND/OR ACTUALLY VERIFIABLY FACTUAL, THE BUYER WILL BE ABLE TO INFORM THE FBI, ICC, AND INTERPOL. IN ADDITION, AFTER AN FCO IS SENT TO THE BUYER, THERE SHOULD BE A FORMAL ANSWER TO SELLER FROM BUYER IN A TIMELY MANNER IN ACCORDANCE WITH THE AGREEMENT BETWEEN PARTIES.

IF THERE IS NO RESPONSE FROM THE BUYER IN A TIMELY MANNER, THE BUYING COMPANY WILL BE REPORTED TO THE FBI, ICC AND INTERPOL. IF THIS ACTION IS REPEATED BY SELLERS, THEY TOO WILL ALSO BE REPORTED FOR ABUSE OF THE NCND, LOI, ICPO, AND RWA OR BCL, FOR THIS IS NOW A FEDERAL OFFENSE.

IT IS IMPORTANT TO TRANSMIT THIS TO ALL CLIENTS THAT WORK WITH PROVIDERS THAT ARE MEMBERS OF THE ICC, FBI, AND OTHER INTERNATIONAL ORGANIZATIONS. FROM THIS POINT FORWARD, THE INTERNATIONAL CODES WILL BE STRICTLY ENFORCED TO EXCLUDE ALL INTRUDERS THAT SEND OR TRANSMIT FALSE INFORMATION. THOSE WHO SUBMIT A FALSE NCND/IMFPA, LOI, ICPO, RWA OR BCL, OR FCO, AS WELL AS FALSE PROOF OF PRODUCT (POP), FALSE PROOF OF FUNDS (POF) WILL BE CHARGED WITH A CRIME.

THIS OFFENSE WENT INTO EFFECT ON NOVEMBER 15, 2008 AFTER A MEETING WAS HELD BETWEEN THE FEDERAL RESERVE, EUROPEAN CENTRAL BANK, INTERPOL, FEDERAL BUREAU OF INVESTIGATION AND CENTRAL INTELLIGENCE AGENCY.

THE REASON FOR THIS MEASUREMENT IS TO PROTECT THE COMMODITIES INDUSTRY WHICH IS A FUNDAMENTAL PART OF THE WORLD'S ECONOMY.

I HAVE READ AND UNDERSTOOD THE SEVERITY OF THE WARNING ABOVE AND DO REALIZE THE SERIOUS IMPACT THAT PERTAINS TO ALL OIL AND OTHER COMMODITIES TRANSACTIONS

EDT (ELECTRONIC DOCUMENT TRANSMISSIONS) SHALL BE DEEMED VALID AND ENFORCEABLE IN RESPECT OF ANY PROVISIONS OF THIS CONTRACT. AS APPLICABLE, THIS AGREEMENT SHALL BE INCORPORATE U.S. PUBLIC LAW 106229, "ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT" OR SUCH OTHER APPLICABLE LAW CONFORMING TO THE UNCITRAL MODEL LAW ON ELECTRONIC SIGNATURES (2001) AND ELECTRONIC COMMERCE AGREEMENT (ECE/TRADE/257, GENEVA, MAY 2000) ADOPTED BY THE UNITED NATIONS CENTRE FOR TRADE FACILITATION AND ELECTRONIC BUSINESS (UN/CEFACT). EDT DOCUMENTS SHALL BE SUBJECT TO EUROPEAN COMMUNITY DIRECTIVE NO. 95/46/EEC, AS APPLICABLE. EITHER PARTY MAY REQUEST HARD COPY OF ANY DOCUMENT THAT HAS BEEN PREVIOUSLY TRANSMITTED BY ELECTRONIC MEANS PROVIDED HOWEVER, THAT ANY SUCH REQUEST SHALL IN NO MANNER DELAY THE PARTIES FROM RESPECTING THEIR OBLIGATIONS AND DUTIES UNDER EDT INSTRUMENTS

PRIVACY STATEMENT: THE INFORMATION CONTAINED IN THIS PROPOSAL ARE CONFIDENTIAL AND MAY BE DISCLOSED ONLY BY PERSONS AUTHORIZED AND LISTED BELOW. DISSEMINATION, COPYING AND / OR DISTRIBUTION OF THIS DOCUMENT BY ANY PERSON OTHER THAN THE PERSONS LISTED BELOW, IS PROHIBITED AND MAY BE PROSECUTED.

BLUENERGY AND HIS AGENTS, IN RELATION TO THIS AGREEMENT BETWEEN THE TWO PARTIES, SELLERS AND BUYERS, MUST NOT BE HELD LIABLE FOR THE PARTIAL OR TOTAL FAILURE TO PERFORM OBLIGATIONS ARISING OUT OF CIRCUMSTANCES OF FORCE MAJEURE AS ACTS OF GOD, STRIKES, FIRES, FLOODS, WARS (DECLARED OR NOT DECLARED), DIRECTED (INCLUDING PROTECTION, QUOTAS, PRIORITIES, REQUISITIONS AND PRICE CONTROLS), FINANCIAL INABILITY TO FULFILL THE OBLIGATIONS OF THIS CONTRACT, LACK OF LEGAL FITNESS DUE TO SANCTIONS AND LEGAL INTERDICTIONS AND OTHERS WHO ARE OUT OF CONTROL OF THE PARTIES AND HAVE ARISEN AFTER THE CONCLUSION OF THIS AGREEMENT.

11. BUYERS CLIENT INFORMATION SHEET (CIS):

On Letterhead of Beneficiary Account of Bank

In accordance with Articles two (2) through five (5) of the Due Diligence Convention and the Federal Banking Commission Circular of December 1998, concerning the prevention of money laundering, and Article 305 of the Swiss Criminal Code, the following information may be supplied to banks and other financial institutions for the purpose of verification of identity and activities of the investing Member, and the nature and origin of the funds that are to be utilized. All parties have an obligation to respect professional secrecy and to take all appropriate precautions to protect the confidentiality of the information each holds in respect of the others' activities. This legal obligation shall remain in full force and effect at all times.

CIS - Client Information Sheet	
Date :	
Client Name (Signatory) :	
Passport N°	
Date of Issue :	
Date of Expiry :	
Country :	
Date of Birth :	
Company Name :	
Address :	
City/Zip :	
Country :	
Registration N° :	
Business Phone N° :	
E-Mail Address :	
Bank Name :	
Bank Address, City, Country	
Branch Name :	
Account Name :	
Account N° : (USD)	
Bank SWIFT Code :	
Bank Officers Name :	
Bank Officer E-Mail Address	

STAMP AND SIGNATURE

PHOTO PASSPORT

12. SIGNATURES:

SELLER FACILITATOR	BUYER
<p>Electronic signature: EDT (Electronic document transmissions) shall be deemed valid and enforceable in respect of any provisions of this Contract. As applicable, this agreement shall be:-Incorporate U.S. Public Law 106229, "Electronic Signatures in Global and National Commerce Act" or such other applicable law conforming to the UNCITRAL Model Law on Electronic Signatures (2001) and ELECTRONIC COMMERCE AGREEMENT (ECE/TRADE/257, Geneva, May 2000) adopted by the United Nations Centre for Trade Facilitation and Electronic Business (UN/CEFACT). EDT documents shall be subject to European Community Directive No. 95/46/EEC, as applicable. Either Party may request hard copy of any document that has been previously transmitted by electronic means provided however, that any such request shall in no manner delay the parties from respecting their obligations and duties under EDT instruments.</p>	

NOTE VERY IMPORTANT

IN ORDER TO CONTINUE WITH THE CONTRACT, THE SELLER ABSOLUTELY WANTS THE DRAFT OF THE SBLC THAT WILL ISSUE THE BANK, IN THE BANK LETTERHEAD

End of Document
