



Sales Contract for Coconut Shell Charcoal Briquettes for shisha

[REDACTED] date [REDACTED]

Magelang, Indonesia

This contract has been made between **PT Coco Total Karbon Indonesia** (Indonesia) in the person of the director **Gatot Wibowo** hereinafter called the «Seller»

and [REDACTED] represented by the director [REDACTED] acting on a base of the articles, hereinafter called the «Buyer».

1. THE SUBJECT OF THE AGREEMENT.

1.1 The Seller undertakes to supply, and the Buyer undertakes to accept and pay for the products: coconut charcoal, in briquettes: cube, made in Indonesia on the terms of this contract at the prices of the specification written in the proforma invoice, which is an integral part of the contract.

2. THE CONTRACT VALUE

2.1. The currency of the contract price is US dollars. The Coconut charcoal price is written in Proforma Invoice [REDACTED] with is an integrated part of this contract. The price is based on FOB Semarang/Surabaya basics.

2.2. Currency of payment - US dollars.

2.3. The price also includes the cost of packaging and labeling of goods.

2.4. Sales terms FOB as per Incoterms 2020.

3. CONDITIONS AND TERMS OF DELIVERY.

3.1. Products under this contract are supplied on FOB (INCOTERMS 2020), within 20 days after the final payment of the goods, unless other conditions are specified in the specification or invoice,

3.2. The delivery of the Products shall be accompanied by the following documents:

- invoice (invoice), packing list - 1 copy.
- transport bill of lading - 1 copy.
- certificate of origin - 1 copy

3.3. The supplier, or sender under this contract may be any person specified in the accompanying documents: invoices, specifications.

3.4. In the event that the Seller has not shipped the goods within the period specified in clause 3.1. The buyer has the right to refuse the ordered goods and the supplier undertakes to return the received advance payment to the settlement account of the buyer within 30 days.



PT. Coco Total Karbon Indonesia

Coconut shell charcoal briquettes factory

Jl. Mayor Unus KM1.5

Magelang, Central Java, Indonesia

+62 85328727291; export@charcoal.pro

4 TERMS OF PAYMENT.

4.1. Payments under this contract will be carried out by the Buyer: for the first order on the terms of an advance payment of 50%, the balance (balance) 5 days before loading the container, unless otherwise specified in the specification.

4.2. All bank charges related to the production of payments in Turkey are borne by the Buyer, outside the territory of Turkey - the Seller.

4.3. Payment to third parties is allowed

5. NOTIFICATION OF SHIPMENT.

5.1. The seller is obliged to notify the Buyer by phone, WhatsApp or e-mail about the readiness of the Products for dispatch and send an invoice and packing list 5 days before the planned shipment date.

6. PACKING AND MARKING.

6.1. Products must be shipped in export packaging that meets the following specifications:

- individual plastic per 1kg package.
- an individual cardboard box with full-color printing and lamination for a 1kg package.
- cardboard, single-layer master box for 10 kg.
- moisture absorbent.

6.2. The seller is obliged to make up a packing list for each cargo space, indicating the list of packed items, their number, factory number, gross and net weight, contract number, and country of origin.

6.3. The seller bears full responsibility for damage and damage to the goods, resulting from unsatisfactory packaging and labeling, for additional costs incurred due to unsatisfactory packaging and labeling of goods.

7. INSPECTION AND ACCEPTANCE OF GOODS

7.1. The buyer has the right through his representatives and at his own expense to check the progress and quality of manufacturing, packaging, and storage.

7.2. Acceptance of goods by the number of packages is made by the Buyer on the basis of shipping documents within 5 days from the receipt of the goods.

7.3. Acceptance of goods for quality is made by the Buyer within 10 days from the receipt of the goods.

7.4. Acceptance of goods in relation to their quality and intracardial safety can be conducted with representatives of the Chamber of Commerce and Industry of Turkey. Acts of examination, commercial acts, and protocols of quality analysis are considered final and binding on both sides.



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8. GUARANTEES.

8.1 The Seller warrants:

8.1.1. The products supplied must comply with the technical requirements and standards existing in the country of manufacture.

8.3. The Buyer is obliged to notify the Seller in writing about the discovered shortcomings, but not later than 5 days from the date of detection.

8.4. In the event that the goods are found not to conform to the declared quality, the Seller must replace them on the terms of this Contract.

9. SANCTIONS.

9.1. In case of violation of the delivery time and performance of services established by this contract, the Seller pays the Buyer a penalty calculated from the value of the subject of the contract.

9.2. The fine specified in clause 9.1 is calculated for each day of delay in the following amount: 0,02% for each day of delay. The total amount of the fine should not exceed 3 (three) percent of the value of the subject of the contract.

10. ARBITRATION.

10.1. All disputes and disagreements under this contract or in connection with its implementation shall be resolved through negotiations.

10.2. If the parties fail to reach an agreement, the dispute is considered by the International Arbitration Center of Singapore in accordance with its rules

10.3. The decision of the Singapore International Arbitration Center is final and binding on both parties.

11. FORCE MAJEURE

11.1. The Parties shall be released from responsibility for failure to perform obligations under this Contract if it was a consequence of force majeure circumstances, namely: natural disasters, fires, military actions, blockade, prohibition of export or import. In these cases, the period for the fulfillment of obligations is postponed proportionally to the duration of these circumstances.

11.2. The party for which the impossibility of fulfilling the obligations under this Contract was created must notify the other party in writing about the occurrence of force majeure circumstances within 15 days from the date of their occurrence. The presence of force majeure circumstances and their duration must be confirmed by the certificate of the Chamber of Commerce and Industry of the party concerned.

11.3. If force-majeure circumstances last for more than 4 months, each party has the right to cancel the Contract in full or in part, without requiring the other party to indemnify.



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12. CHANGE, ADDITION, OR TERMINATION OF THE CONTRACT.

12.1. In the event that it becomes necessary to make certain amendments and/or additions to its terms during the performance of the contract, such changes and/or additions must be made in agreement with the Seller and the Buyer in writing.

12.2. This contract terminates

after the parties fulfill their obligations in full. Early termination of the contract is possible only by the agreement of the parties.

13. EXPORT AND IMPORT LICENSES.

13.1. The seller assumes all the worries and expenses associated with obtaining export licenses, and the Buyer - imports licenses for the supply of products and technical documentation to the Russian Federation in the amount provided for in this contract.

14. OTHER CONDITIONS.

14.1. The present Contract is made in 2 copies, all copies have equal legal force.

14.2. The parties agreed to consider the contract, specifications, notices, claims and other commercial documents related to the implementation of this Contract and transmitted to each other by facsimile or electronic communication having full legal force.

14.3. All other agreements and mutual relations of the parties after the signing of this contract are terminated and are subsequently considered invalid.

14.4. After the parties fulfill their obligations to supply and pay the cost of the shipment of the shipped goods, the goods pass into the ownership of the Buyer without any restrictions for the realization and other further use of the delivered goods.

14.5. The property rights of the "Buyer" for the goods delivered by the "Seller" come into force from the date indicated in column "C" in the declaration for the goods for this delivery. From this date, the delivery is considered to be completed and all rights to the delivered goods belong to the "Buyer".

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15. TERM OF THE CONTRACT.

15.1. The contract is valid until December 31, 2023.

16. LEGAL ADDRESSES OF THE PARTIES.

SELLER:

PT Coco Total Karbon Indonesia
Address:
Jl. M.Unus KM 1.5, village Soroyudan
Magelang Central Java, Indonesia

BUYER:

Director
Gatot Wibowo

Director

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