



**CONTRACT NO: 92922259/215.01/EXP-24-04**

**ENCL:2**

**SALE CONTRACT FOR EXPORT**

**1. SELLER:**

**TOPRAK MAHSULLERİ OFİSİ GENEL MÜDÜRLÜĞÜ  
MÜDAFAA CADDESİ NO:18 06420  
BAKANLIKLAR/ANKARA/TÜRKİYE**

**2. BUYER AND ADDRESS OF BUYER:**

“Successful bidder” in the exportation specification, will be referred to as buyer in the contract.

**3. COMMODITY: WHEAT**

**3.1.TYPE: DURUM**

**3.2. CROP YEAR: 2023**

**3.3. QUANTITY: ..... METRIC TONS (+/-5% at buyer’s option)**

5 percent more or less option can be used for each vessel.

**3.4. SPECIFICATIONS :** Specifications and Definitions will be as per Addendum no 1.

“Sound loyal merchantable quality goods are free from alive insects and foreign smell.”

**4. PACKING:** In bulk

**5. PRICE , LOADING PORTS AND LOADING PERIOD:**

.....USD/MT FOB St/Tr

Contract Amount: ..... US Dollars

Loading Port:.....

Loading Period:.....-.....

**6. QUALITY, WEIGHT, HOLD INSPECTION and HOLD SEALING CERTIFICATES:**

Quality, weight, hold inspection and hold sealing certificates will be issued by an International Independent Superintendent Company that will be determined by the seller. All the costs and expenses of Superintendent Company will be shared equally between the buyer and the seller and the inspection certificates given by the appointed Superintendent Company will be final at loading port for quality, weight and hold inspection.

## **7. LOADING CONDITIONS:**

**7.1.** The Seller guarantees one (1) safe port, 1-2 safe berth.

**7.2.** Loading ports specifications and daily loading rates are indicated in ADDENDUM No:2.

If the Buyer asks to load before the loading period, provided that it is accepted by the Seller, early loading will be possible.

**7.3.** The Buyer should nominate suitable vessel(s) to the loading port(s)' characteristics. The Seller will have the option to refuse the unsuitable vessel(s). If the Buyer insists on the vessel(s) which is/are unsuitable for the loading port(s), the Seller will have no responsibility for any extra expenses such as pontoon operation, extra freight, transportation from silo to the vessel(s) by trucks, shifting etc., and loss of time. During pontoon operation, time will not count.

**7.4.** The Buyer should nominate bulk carriers to load main holds only. Tweendecker vessel (s) shall not be accepted by the Seller.

**7.5.** Shipments should be carried out by the vessels (as B/L Quantity) to load:

- Minimum **25.000 MT (+/- 5%)** for İskenderun Port.
- **25.000 MT (+/- 5%)** for Mersin Port.

The Buyer should nominate vessel(s) in conformity with above tonnages.

Otherwise, the Seller shall have the option for not to accept the vessel nominated by the Buyer to load under the minimum quantity allowed for each loading port or to accept on "full dispatch" (dispatch from the total time given for the loading) condition.

**7.6.** The Buyer shall give 10 days preadvice and 5/3/2/1 days definite notices both to the Seller's General Directorate in Ankara and branch office at the port (details shall be given by the Seller), within official working hours (08:00 a.m -05:00 p.m.).

**7.7.** Lay-can, tonnage requested to be loaded, demurrage/despatch rates and vessel(s)' technical specifications shall be informed in nomination. If lay-can is not informed in the nomination, time counting for this vessel shall commence when loading starts.

**7.8.** In case substitution of a nominated vessel, newly notified vessel shall then be considered as a new nomination and 10 days preadvice and lay-time calculations will be carried out accordingly.

**7.9.** If vessel(s) fails to arrive within the lay-can informed with 10 days preadvice, then the NOR will be accepted provided that the vessel(s) wait at anchorage without time counting until the previous vessel(s)' loading is completed and time counting for this/these vessel(s) shall commence when loading starts. If loading starts on Saturday, Sunday or other Official Holidays, time shall commence to count on the next working day at 08:00 a.m. If this waiting period exceeds the shipment period C/C shall not be applied.

**7.10.** If vessel arrives at loading port before expiry of 10 days preadvise, the Seller shall have no obligation to load the vessel. If loading starts, time shall not count until expiry of 10 days. The day following the day on which 10 days preadvise is given shall be the first day of this period. Time shall commence to count on the next working day at 08:00 a.m. following the last day of 10 days preadvise.

**7.11.** If vessel arrives at loading port after expiry of 10 days preadvise, NOR shall be tendered by hand in official working hours (08:00 a.m.- 05:00 p.m.) in written form to the branch office of the Seller in the port WIBON but customs cleared, passed inspection and granted free pratique. After acceptance of valid NOR within working hours, time shall commence to count at 08:00 a.m. on the next working day, even if loading starts before. Non-working hours are from 17:00 on Fridays and 13:00 on the days followed by the holidays, until 08:00 a.m. on the next working day, even if used.

**7.12.** If more than one vessel of the same Buyer arrive at the same loading port at the same time, time shall not count for the vessel(s) waiting at anchorage, while one of them is being loaded. Time counting shall commence for the vessel(s) waiting at anchorage at the time when loading starts. If loading starts on Saturday, Sunday or other Official Holidays, time shall commence to count on the next working day at 08:00 a.m.

**7.13.** If the Buyer fails to give exact and complete documentary instructions for the nominated vessel to the Seller before 16 working hours prior to the vessel's arrival time to loading port, time shall then start to count after 16 working hours from the date and hour the exact documentary instructions reaches the Seller, although other terms and conditions of the contract have been fully carried out.

**7.14.** Definite cargo quantity and loading plan should be informed by the master before 24 hours prior to the exact arrival time. 5 percent tolerance is acceptable. If loss of time shall occur because of some changes in cargo and loading plan, the loss of time shall be charged for the Buyer's account.

**7.15.** Daily loading rates are as per ADDENDUM No:2, 24 consecutive hours PWWDSSEXIEU. Time from 17:00 on Fridays and 13:00 on the days followed by the holidays, shall not be counted until 08:00 a.m. on the next working day, even if used.

**7.16.** Demurrage/despatch rate as per charter-party. But, these rates should not be under the amounts mentioned below,

USD	3,000	/	1,500	for the vessels	up to/and	5,250	Mts B/L quantity
USD	4,000	/	2,000	for the vessels	5,251	- 10,500	Mts B/L quantity
USD	5,000	/	2,500	for the vessels	10,501	- 15,750	Mts B/L quantity
USD	8,000	/	4,000	for the vessels	15,751	- 31,500	Mts B/L quantity
USD	10,000	/	5,000	for the vessels	31,501	- 52,500	Mts B/L quantity
USD	12,000	/	6,000	for the vessels	52,501	- (+)	Mts B/L quantity

If the Buyer fails to inform the dem/des rate together with 10 days preadvise, above mentioned dem/des rates shall be applied. Free dispatch shall not be acceptable. Dispatch shall always be half demurrage and be calculated on all time saved.

**7.17.** The Seller has the option of using two berths at the same port. During any shifting, time shall not be counted as laytime, but shifting expenses shall be on the account of the party ordering the shifting. Also, lost time because of opening and closing of hatches and draft survey time shall not be counted as lay-time.

**7.18.** SOF to be arranged according to the time sheet, shall be signed by the Buyer and/or the Buyer's agents and the Seller.

**7.19.** When a vessel tendered valid NOR within the shipment period in the contract, no C/C is applied, provided that vessel's holds should be found fit for loading with all aspects by Superintendent Company. Otherwise, penalty of USD 0.20 per ton per day will be applied as C/C from the day following the last day of the delivery period up to the date of B/L (Deducting the daily loaded quantity). The maximum period of this penalty is 7 days. As of the date on which the penalty period ended, the Seller has the right to extend the loading period **for 7 days more** or to cancel the contract. In case of extension, the Buyer shall accept to pay an additional penalty of USD 0.20 per ton per day to C/C of USD 0.20 per ton per day (totally USD 0.40 per ton per day). After the second extension, there will not be given any time extension and the contract will be cancelled.

**7.20.** If the Seller uses its contractual right to cancel the contract, USD 10.00 per MT penalty shall be applied for the balance quantity. This penalty amount shall be paid by the Buyer with the C/C amount which calculated in accordance with the above conditions.

**7.21.** Overtime expenses shall be charged for the account of the ordering party. If overtime is ordered by the port authorities, all expenses shall be shared equally between the Buyer and the Seller. Expenses of vessel's crew shall always be at the Buyer's account.

**7.22.** **When the Buyer fails to provide agreement to the Seller's calculations related to dispatch, carrying charge and other penalties and affect payment subsequently within 30 days from the notification date of the calculations (excluding delays caused by the Seller), an interest shall be charged at the rate of "6 months libor + 6 P.A" determined on the payment date for each deferred day after 30 days without any written notification or protest. Penalty period shall not exceed 30 days. After this period the Seller shall have the right to encash the P/B in accordance with Article 10.2.2.**

**7.23.** Other terms and conditions are as per SYNACOMEX charter-party.

## **8.PREMIUMS, SUBSIDIES AND FUNDS:**

**8.1** If any other premiums, subsidies and funds might be granted by Turkish Government to the favour of seller, these rights will belong to the seller.

**8.2** If the freight rebates might occur in the future for FOB deliveries, the seller will inform the buyer immediately and the buyer will provide the necessary documents and submit to the seller all the documents within 180 days after the B/L date. If the B/L date is before seller's notification, then 180 days will be counted after the seller's written notification message. If the contractor does not submit the necessary documents within 180 days, the seller will charge interest to the contractor's account at the rate of " 6 months libor + 6 P.A." determined on payment date from the date of B/L till the end of application date (360 days after B/L date).

**8.3** If the application date expires due to failure of the contractor, the freight rebates amount will be charged to the contractor together with the interest mentioned above.

## **9. PAYMENT:**

**9.1 a)** After the date the contract is signed by the seller, the successful bidder (buyer) will transfer the contract amount with its +%5 option **as advance export payment**, in US Dollars to a bank declared by the seller, from the buyer's bank account abroad **within 5 (five) days considered as working days in the buyer and seller's countries** without any cost and commission deduction. Seller, if requested, will send addendums 3 and 4 of the contract which are respectively "Promissory Note" and "Warehouse Receipt" by courier service to the address to be determined by the buyer after the receipt of transfer.

**b)** Commercial Invoices will be issued to the name of buyer. The name of the country that the commodity is being sent will be notified by the buyer to the seller 5 businessdays before the loading

**9.2** If the advance payments are not affected within the time mentioned at clause 9.1. contractor will pay interest at the rate of "6 months libor + 6 P.A." determined on payment date for each deferred day on the contract amount. Seller has no obligation for the fulfillment of the contract terms until the interest amount is paid. The interest will be applied for **max 5 (five) working days at the same time in seller's and buyer's countries after the deadline**. At the end of this period, the seller, by cancelling the contract, will have the right to get the arisen interest and to encash Performance Bond.

**9.3** In case, the contractor uses less (-) option quantity, then the unused amount will be deducted from the debts of the seller such as despatch, carrying charge etc. during the final settlement of accounts. In case, no such debts of seller accrues, then the said amount will be repaid to the contractor without any interest **within 5 (five) businessdays at the same time in seller's and contractor's countries after returning of the original copies of Promissory Note and Warehouse Receipt to the seller, that were previously delivered to the contractor together with the final settlement of accounts**. At the time of repayment of the balance amount, all taxes, duties, fees, funds etc. all charges for unrealized part of the export shall be on contractors account. In case the amount which has been transferred for the (+) option by the contractor is not used totally or partially, then the repayment of the said amount will be transferred by the seller under the conditions of this clause.

## **DOCUMENTS TO BE ISSUED**

- Commercial Invoice (1/4)
- Full set of Bill of Lading (3/3)
- Phytosanitary Certificate (1/2)
- Certificate of Origin (1/2) or EUR 1 Certificate (1)
- Certificate of Quality, Weight, Hold Inspection and Hold Sealing Certificate (1/2)

The documents will be delivered to the buyer as soon as possible after the loading is completed. The seller is not responsible for delays caused by other institutions and organizations in this process.

## **10- PERFORMANCE GUARANTEE:**

As Performance Guarantee;

- US Dollars,

- The performance bonds in US Dollar to be issued by banks that carry out business in Turkiye, Participation Banks and foreign banks that are permitted to carry out business in Turkiye in accordance with the relevant legislation or the performance bonds in the currency offered at the tender to be issued by banks carrying out business in Turkiye and by the participation banks on the counter guarantee of the banks or likewise loan organizations carrying out business outside Turkiye are acceptable.

### **10.1. Amount and duration of Performance Bond:**

**10.1.1. Buyer gave ..... [Guarantee amount will be written in figures and words] as a guarantee. (6% of the contract value plus its 5% option)**

### **10.2. Return of Performance Guarantee:**

**10.2.1.** Performance Bond/ Performance Guarantee shall be returned to the successful bidder after fulfillment of all loading operations and contract terms, returning of the original copies of "Promissory Note Warehouse Receipt" to the seller itself, that were previously delivered to the successful bidder's bank or the successful bidder itself, complete payment by the successful bidder of dispatch, carrying charge and other penalty costs, if any and settlement of the final accounts.

**10.2.2.** 6% of the Performance Bond/Performance Guarantee will be forfeited in case of unfulfillment of contract terms partially or completely by the seller. Additionally, arisen losses of the buyer will be paid in cash by the seller on the day requested by the buyer. Otherwise, for each delaying day, the said losses will be cashed from the Seller along with the interest to be calculated at annual rate of USD "6 months libor + 6 P.A" determined on payment date. In case that they aren't paid, they shall be offsetted from the performance bond/ performance guarantee with arising interest if the performance bond/performance guarantee amount is enough

## **11- OTHER CONDITIONS:**

### **11.1.**

a) All taxes, duties, fees and similar costs related to the conclusion and fulfillment of this contract in the territory of the seller's country are to be paid by the seller and in the territory of contractor's country or in the country of destination to be paid by the buyer.

b) All of the banking charges in Turkey are at seller's account, outside Turkey are at buyer's account.

**11.2.** All amendments to this contract will be subject to the approval of the authorized persons.

**11.3.** All and any previous correspondence and negotiations become null and void after the signing of the contract.

**11.4.** TMO is not responsible for the problems that may arise, such as the goods not being found appropriate and the export procedures not being fulfilled, the loss of time which may

result from the analysis and the specifications demanded within the framework of the bilateral agreements signed/to be signed between Turkey and the country that the contractor will ship the goods or the international agreements signed by both countries, other than the specifications stated in Encl 1 of this contract, hence all the responsibility is of the contractor. The contractor should explore beforehand the import procedures of the country that the goods will be shipped and take the necessary precautions.

**11.5.** In case of failure of submission of the original documents due to the event of loss/waste of all or any of the original copies of “Promissory Note and Warehouse Receipt” by the contractor delivered to the contractor’s bank or contractor itself; a notarized letter of undertaking is to be submitted to Toprak Mahsulleri Ofisi General Directorate by the contractor (the person authorized to acquit) declaring that no claim will be made from the seller regarding the loss/waste of the documents and itself will be responsible for consequential loss.

When these conditions are met, the requirement of submission of original copies of the “Promissory Note and Warehouse Receipt” stated at the clauses 9.3 and 10.2 of this contract shall not be asked.

**11.6.** All information and documents regarding export that may be requested by the relevant Institutions and Organizations will be provided to the seller by the buyer.

**11.7.** All seller losses arising from failure to deliver information and documents on time and/or incomplete delivery will belong to the buyer.

**11.8.** Exports shall not be made to Free Zones in Turkey.

## **12.FORCE MAJEURE:**

**12.1** Caused by any circumstances beyond Seller's control; war, sabotage, blockade, acts of terrorism, embargo, all kinds of trade restrictions, natural disasters, fire, explosion, accident, unforeseen and unavoidable obstacles in transportation, strike, lockout or other disputes, declaration of partial and general mobilization, epidemic diseases and other conditions determined by the administration when necessary, seller will not be liable for any loss, damage or claim of whatever nature and will not be deemed to have violated the contract.

**12.2** If the Seller's performance of this contract is prevented in whole or in part by a force majeure event, the performance of this contract will be suspended for the duration of the force majeure event, provided that the Seller gives written notice to the Buyer. The seller will notify within 7 business days after the incident occurs, along with the reasons.

**12.3** If this situation exceeds 60 calendar days, the contract will be terminated. However, this period may be extended by mutual agreement of the parties. If both parties do not agree on a time extension, the contract will be terminated. In case of termination, the parties will not have any claim/compensation from each other.

**12.4.** If the force majeure situation ends, the Seller will notify the Buyer in writing without delay that the force majeure situation has ended. In this case, the loading period will be extended by the remaining time for loading within the scope of the contract before the force

majeure situation occurs. If the remaining time for loading within the scope of the contract is 14 days or less, a 14 days extension will be given.

**12.5.** If the contract is terminated due to force majeure, its account will be liquidated in accordance with the general provisions and the performance guarantee will be returned.

### **13. DISPUTES:**

**13.1** All disputes that may arise from execution of this contract will be settled primarily by negotiations within the framework of the contract terms.

**13.2** If no result can be achieved by negotiations, Ankara Courts and Court-bailiff's offices will be authorized for the resolution of any conflicts arising from implementation of this contract and its addendums. Rules of law about the core of the conflict shall be subject to Turkish law.

### **14. PROHIBITION FROM PARTICIPATION IN TENDERS:**

**14.1.** If the Seller doesn't fulfill its commitment despite that he signed the contract, he can't participate the tenders which will be held by the Buyer for one year.

### **15. EFFECTIVENESS:**

**15.1.** This contract goes into effect on the date of signature.

### **16. SIGNING OF THE CONTRACT:**

**16.1. This contract is composed of 16 articles, and it is signed by the Buyer and the Seller on .././.... after fully read and understood. 1 (one) copy of the contract is kept by the Buyer and 1 (one) copy is given to the Seller.**

ENCL.:

- 1) Specifications and Definitions
- 2) Loading Port Characteristics
- 3) Promissory Note
- 4) Warehouse Receipt

.././....

**SELLER**

**CONTRACTOR**

**TURKISH GRAIN BOARD**