



**INDIAN OILSEEDS & PRODUCE EXPORT PROMOTION COUNCIL
MUMBAI**

CONTRACT FOR OF HPS GROUNDNUT KERNELS (LOCAL)

Date :

SELLERS

BUYERS

BROKERS

Sellers have agreed to sell and Buyers have agreed to buy (in figures)
Gross or Nett Metric tons HPS Groundnut Kernels Quality. Current season's crop ofState, good merchantable quality dry free from live insects, moulds and fungus.

QUALITY:

A) JAVA TYPE:

Counts per Ounce: 1 Ounce = 28.349 gms

B) BOLD TYPE:

Counts per Ounce: 1 Ounce = 28.349 gms

Moisture: 7% maximum for winter crop & 8 % for summer crop; above this at buyers' option to reject

Admixture/Foreign Matter: Maximum 0.25%

Count variation: Well graded not to exceed 5 counts either side.

Imperfect Kernels : Maximum 2%. Buyers reserves the right to reject above this level.

Note: Imperfect Kernels will mean "broken, distorted, damaged etc."

QUANTITY: Metric Tons, Gross Weight/Nett Weight basis.

PRICE:-

Rs.....Per Gross / Nett Metric Ton delivered free at buyer's warehouse at (name and address, Telephone No.)

PACKING:

In 25 or 50 kgs Gross or Nett new jute bags unless otherwise agreed between buyers and sellers. Where buyers are to supply bags same to be received by sellers 7 days prior to delivery period. In case of spot business same to be decided mutually between buyers and sellers. Tare weight of bags not to exceed 350 grams or 600 grams respectively.

PAYMENT:

90 % - Within 7 days of delivery.

10 % - Within 3 days of receipt of quality certificate.

Buyers to ensure receipt of Quality Certificate within 10 days of receipt of material, failing which interest on balance payment to be charged at 15% per annum until date of payment. A discount of 1% to be allowed for payment made within 3 days after delivery of goods. Remittance Charges, if any, on sellers account.

SAMPLING:

Any Independent Surveyor or mutually agreed upon.

If cargo meets Contractual Specifications, sampling charges are for buyers account. If cargo does not meet Contractual Specifications, sampling charges are for sellers account. Re-sampling charges, if any, to be borne by the party requesting for the same.

ARBITRATION: As per rules of IOPEPC, Mumbai

FORMS: 'H' Form/local Form to be given as per State Law.

DELIVERY AT PORT: If mutually agreed between Buyers and Sellers, Sellers may deliver cargo at the port on account of Buyers. In case of rejection in the port premises, Sellers to replace goods or arrange for reprocessing as per terms of Contract within the contractual period or 7 days maximum from the date of rejection whichever is earlier. In case Sellers replace cargo, Buyers to arrange removal of cargo within a period of 21 days from the date of rejection at Sellers expense.

Place : Mumbai
Date : 5th May, 2009