

Marimpex Ltd. & Co.
Foreign Trade Enterprise
Lublin, Poland

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Ref: FCO/2009/.../.../.....
Lublin,

**FORMAL CORPORATE OFFER
AND MEMORANDUM AGREEMENT***

Dear Sirs,

We kindly wish to confirm with full corporate responsibility, that we, **Marimpex Ltd & Co.**, are ready, willing and able to transact and sell the commodity with the following specifications, terms & conditions. At the same time we, the Buyer, below signed, confirm our will, readiness and finance feasible to transact and buy the offered by 'Marimpex' commodity. Sales & Purchases will be conducted based on the international procedures, shown below:

A. PRODUCT

- | | |
|--------------------------|---------------------|
| 1. <u>Product:</u> | Butter |
| 2. <u>Origin:</u> | Poland |
| 3. <u>Specification:</u> | See Appendix |

B. DELIVERY

- | | |
|-----------------------------|--|
| 4. <u>Quantity:</u> | any, max. 300MT x 12 |
| 5. <u>Delivery:</u> | monthly |
| 6. <u>Delivery date:</u> | within max. 7-30 days after the payment instruments receiving |
| 7. <u>Packing:</u> | 25kg carton |
| 8. <u>Destination:</u> | any |
| 9. <u>Rate of shipment:</u> | 40' / 20' container, 25 / 16 mt netto, loaded |
| 10. <u>Inspection:</u> | 'SGS' at the place of loading |

C. PRICING

- | | |
|-------------------|-------|
| 11. <u>Price:</u> | |
|-------------------|-------|

D. PAYMENT TERMS

12. Monthly amount of delivery has to be realized following way:

A.

1. 2% as the putting down the deposit, paid by TT swift transfer within 24 hours against the Commercial Invoice – mail copy, after the final Contract date, signed by both parties in mail copy. The amount is the guarantee of solidity the purchase intention, recognized against the amount due of goods or as the part of the Contract breach penalty, if appears;
2. 98% as the CAD / Cash Against Documents / paid within 48 hours after the final Contract sign and the date of receiving by DHL Express courier following:
 - a) CMR / B/L
 - b) 'SGS' Q and Q certificate
 - c) Customs Declaration
 - d) Commercial Invoice

- B.
1. 10% as the putting down the deposit, paid by TT swift transfer within 24 hours against the Proforma Commercial invoice – mail copy, after the final Contract date, signed by both parties in mail copy. The amount is the guarantee of solidity the purchase intention, recognized against the amount due of goods or as the part of the Contract breach penalty, if appears;
 2. 90% as from the irrevocable, transferable, payable 100% 'at sight' the Letter of Credit, against: B/L, Q and Q Certificate, Commercial Invoice, issued or confirmed by current ranking top of 25 world bank, open within 7 days after the final Contract date, signed by both parties in mail copy.
- C.
- 100% irrevocable, transferable, payable 100% at sight, the Letter of Credit, against:
- a) CMR / B/L
 - b) 'SGS' Q and Q Certificate
 - c) Commercial Invoice
- D.
1. 10% as the putting down the deposit, paid by TT swift transfer within 24 hours against the Proforma Commercial Invoice – mail copy, after the final Contract date, signed by both parties in mail copy. The amount is the guarantee of solidity the purchase intention, recognized against the amount due of goods or as the part of the Contract breach penalty, if appears;
 2. 90% paid by the TT swift transfer within next 24 hours against:
 - a) 'SGS' Q and Q Certificate;
 - b) Commercial Invoice.

13. -The Procedure /by electronic post organized/:

For A:

1. The Buyer signs, seals and sends back FCO to the Seller within max. 48 hours.
2. The Seller issues the draft Contract and sends to the Buyer.
3. The Buyer returns the draft Contract, revised to the Seller within 24 hours.
4. The Seller reviews and confirms the changes made by the Buyer. If acceptable, issues the final Contract and sends to the Buyer, signed and sealed with the proforma Commercial Invoice.
5. The Buyer returns the final, agreed, signed, sealed within 24 hours and realizes the down payment within 48 hours. The main amount of delivery volume is paid by the CAD in Seller's favour, after documents received, as clause 12, within 48 hours. The next deliveries are guaranteed and paid the same way: the putting down the deposit within 48 hours, the main CAD every 48 hours, as above.
6. If hard copies are required, the Seller will send by courier or registered post, immediately to the Buyer, signed and sealed.
7. The Contract is executed.

For B:

1. The Buyer signs, seals and sends back the FCO to the Seller within max. 24 hours.
2. The Seller issues the draft Contract and proforma and sends to the Buyer.
3. The Buyer returns the draft Contract, revised to the Seller within 24 hours.
4. The Seller reviews and confirms the changes made by Buyer. If acceptable, issues the final Contract and sends to the Buyer, signed and sealed with the proforma commercial invoice.
5. The Buyer returns the final agreed, signed, sealed within 24 hours and put down the deposit within 24 hours. The L/C for the main amount of delivery volume is realize in Seller's favour within 7 days from the date of Contract after the a/m documents receiving / 'SGS' Q and Q, Commercial Invoice /. The next deliveries are guaranteed and paid the same way: the putting down the deposit within 48 hours, L/C opens every 7 days from the proforma invoice date, base on mail copy both.
6. If hard copies are required, the Seller will send by courier or registered post, immediately to the Buyer, signed and sealed.

7. The Contract is executed.

For C:

1. The Buyer signs, seals and sends back the FCO to the Seller within max. 48 hours.
2. The Seller issues the draft Contract and sends to the Buyer.
3. The Buyer returns the draft Contract, revised to the Seller within 24 hours.
4. The Seller reviews and confirms the changes made by Buyer. If acceptable, issues the final Contract and sends to the Buyer, signed and sealed.
5. The Buyer returns the final agreed, signed, sealed within 24 hours. The L/C for the amount of delivery volume is open in Seller's favour within 7 days from the date of Contract. The next deliveries are guaranteed and paid the same way: L/C opens every 7 days from the proforma invoice date, base on mail copy.
6. If hard copies are required, the Seller will send by courier or registered post, immediately to the Buyer, signed and sealed.
7. The Contract is executed.

For D:

1. The Buyer signs, seals and sends back the FCO to the Seller within max. 24 hours.
2. The Seller issues the draft Contract and proforma and sends to the Buyer.
3. The Buyer returns the draft Contract, revised to the Seller within 24 hours.
4. The Seller reviews and confirms the changes made by Buyer. If acceptable, issues the final Contract and sends to the Buyer, signed and sealed with the proforma commercial invoice.
5. The Buyer returns the final agreed, signed, sealed within 24 hours and put down the deposit within 24 hours. The L/C for the main amount of delivery volume is realize in Seller's favour within 7 days from the date of Contract and after the a/m documents receiving / 'SGS' Q and Q, Commercial Invoice /. The next deliveries are guaranteed and paid the same way, as a/m.
6. If hard copies are required, the Seller will send by courier or registered post, immediately to the Buyer, signed and sealed.
7. The Contract is executed.

This offer is valid 3 working days.

We are kindly looking forward to hearing you, soon.

Yours sincerely;

As the Seller:

Janusz Wasilewski
The President
The Owner

*'Marimpex' property, all rights reserved by the owner.

The Pledge of the Buyer:

We, as the Buyer, accept a/m conditions and procedures; ready into the commercial contract enter with the Seller, after its accept:

.....
Date, signature, seal

APPENDIX

Specyfikacja/ Specification of:

MASŁO / BUTTER

/ CUSTOMS TARIFF No. 04051019 /

Zawartość wody	max 16 %	Moisture	max 16 %
Zawartość tłuszczu	min 82 %	Fat	min 82 %
pH plazmy masła	4,5 – 6,9	pH of butter plasma	4,5 - 6,9
Peroksydaza	nieobecna	Peroxidase	absent
Kwasowość tłuszczu nie więcej niż	2,0	Fat acidity max	2,0
Bakterie z grupy Coli	max 10 w 1g	Coli forms	max 10 in 1g
Liczba pleśni	max 50 w 1g	Moulds	max 50 in 1g
Liczba drożdży	max 150 w 1g	Yeasts	max 150 in 1g
Salmonella	nieobecne w 25g	Salmonella	absent in 25g
Listeria monocytogenes	nieobecne w 25g	Listeria monocytogenes	nieobecne w 25g
Zawartość metali	zgodnie z aktualnym Rozporządzeniem Ministra Zdrowia	Metals content	according to aktuel Ordinance of Mister of Health

Packing:

Cartons of 25 kg net block