

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. Product: **Full Cream Milk Powder 26%**
- 2. Origin: **Poland**
- 3. Specification: **See Appendix**

B. DELIVERY

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

C. PRICING

- 11. Price:

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:

PEŁNE MLEKO W PROSZKU / FULL CREAM MILK POWDER

/ CUSTOMS TARIFF No. 04022111 /

Zaw. wody	max 4 %	Moisture	max 4 %
Zaw. tłuszczu	min 26%	Fat content	min 26%
Wskaźnik rozpuszczalności	max 1,0 ml	Solubility	max 1,0
Kwasowość	max 0,15%	Acidity (milk acid)	0,15% max
pH	6,5 - 6,7	pH	6,5 - 6,7
Laktoza	max 39%	Lactose	max 39%
Białko	min 26%	Protein	min 26%
Cząstki przypalone (dysk)	A lub B	Scorched particles (discs)	A or B
Radioaktywność	max 50 Bq/kg	Radioactivity	50 Bq/kg max
Og. liczba drobnoustrojów	max 10 tys/g	Total bacterial count	10 000/g max
Bakterie z grupy coli	max 10 w 1g	Coli forms	max 10 in 1g
E. coli	max 10 w 1g	E. coli	max 10 in 1g
Enterobacteriaceae	max 10 w 1g	Enterobacteriaceae	max 10 in 1g
Gronkowce koagulazododatnie	nieobecne w 0,1g	Staphylococcus coagulate positive	absent in 0,1g
Salmonella	nieobecna w 25g	Salmonella	absent in 25g
Listeria monocytogenes	nieobecna w 25g	Listeria monocytogenes	absent in 25g
Drożdże	max 10 w 1g	Yeasts	max 10 in 1g
Pleśnie	max 50 w 1g	Moulds	max 50 in 1g
Smak, zapach	swoisty	Taste, Smell	distinctive
Kolor	biały lub lekko żółty	Colour	white or slightly yellow
Antybiotyki	niedopuszczalne	Antibiotics	absent
Popiół	max 6,5%	Ash	max 6,5%