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INTERNATIONAL BEST SELLING ACADEMIC AUTHOR

LEADING INTERNATIONAL TRADE SPECIALIST AND AGENCY EXPERT

PROFESSIONAL COMMODITY TRADER (PCT)

FTN EXPORTING AUSTRALIA EST: 1988

Division of Registered Business FTN Exporting Australia

Trading; https://[www.ftnx.net](http://www.ftnx.net)

Education: [www.smice.net](http://www.smice.net)

Email: ftn\_smice@bigpond.com

Registered Office: Bacchus Marsh office, Melbourne, Victoria Australia 3340

Registered Business : Australian Securities and Investment Commission (ASIC)

Phone numbers provided on contract.pasted-image.tiff

**ORIGINAL**

**OFFER**

**NON BREAK CARGO (NBC): ICC FOB INCOTERMS 2020**

**INSTANTANEOUS CONTRACT APPLICATION (ICA)**

**As presented by an export ready supplier in possession of good being offered to the buyer FTNX.**

**If the supplier has provided an offer to FTN Exporting in the last 12 months through a SPCT member, please return offer to the SPCT member and not directly to FTN Exporting. For Full Container Loads (FCL), please use FCL form and not this NBC form.This offer format is produced by FTN Exporting for the benefit and use by supplier world wide submitting goods for our purchase consideration.**

**FOR THE ATTENTION:**

The buyer securing title for goods offered C/o:

**FTN EXPORTING AUSTRALIA**

**AS SERVICED BY THE SUPPLIER IN POSSESSION OF EXPORT READY GOODS**

CORPORATE NAME:

COUNTRY :

TRANSACTION CODE : XXX-XXX-XXX-XXX

RELEASE DATE : MM/DD/YY

VALIDITY : MM/DD/YY

**PREAMBLE**

I / We the named Supplier ( a.k.a: the Seller) in possession of export ready goods hereby offer such goods to FTN Exporting as buyer, for its purchase consideration in the year 2020. We do hereby assure FTN Exporting that supply is available for 3 months or longer as indicated under validity.We agree that the offer is legally binding once it is returned as signed in PDF form by the buyer. We also agree, at all times, to keep the nature business strictly confidential.

**PRODUCT DETAILS**

|  |  |
| --- | --- |
| PRODUCT |  |
| GRADE |  |
| MAIN PROPERTIES | See Attached Specifications via PDF |
| PRODUCT ORIGIN |  |
| CONTRACT QUANTITY |  |
| REVOLVING BASIS MONTHLY |  |
| TOTAL DELIVERY PERIOD |  |
| INITIAL DELIVERY PORT OF LOADING |  |
| FIXED PRICE OFFER per MT | Variable Price ? Please advise in comments section |
| LDD: LATE DELIVERY DISCOUNT |  |
| DELIVERY MODES | ICC FOB INCOTERMS |
| FIRST DELIVERY: | 30 DAYS AFTER CONTRACT IS SIGNED |
| PAYMENT | NCR TRANSFERABLE IDLC ‘AT SIGHT’ |
|  |  |

**NOTES: NBC DELIVERABLE LOTS**

* Revolving shipment 50,000 MT or more but under 140,000 MT VLBC shipments is the expectation
* Revolving contract of supply monthly or bi-monthly, for 8 months or longer.
* 12 - 60 months period of supply is the expectation

**ORTHODOX PROCEDURES:**

OFFER, CONTRACT, IDLC, P.G, DELIVERY, COLLECTION, NEXT DELIVERY

1. Seller advises this offer to the buyer or an acceptable simile.
2. Buyer has up to validity period to accept offer. Once offer is returned as accepted in PDF format;
3. Seller releases contract to Buyer ( unless our contract copy is sought)
4. Buyer has 21 days or less to sign and return the contract by email and hardcopy mail.
5. Buyer has 7 days to inform seller that the required DLC is ready to be advised
6. Seller’s bank, pays the advising bank of the buyer the transfer fee on first call
7. The buyer’s advising bank transfers the credit directly to the supplier
8. Supplier accepts the credit within 5 banking days.
9. P.G SLC is advised by the suppler to the buyer within 3 days thereafter.
10. Buyer ship arrives. Goods are loaded
11. Documents are presented cleanly
12. Supplier collects payments as fixed 30 days prior
13. Ship heads to destination port
14. Defective Goods: Buyer has 90 days to report any defects.
15. Defective Goods: Seller offers acceptable remedy.

Notes:

* Whether variable of fixed price is offered first delivery price is applied as per the price served on the contract signing date (CSD) in where first delivery must eventuate within 30 days thereafter while payment matters is being serviced
* The sequence of payment and delivery continues accordingly thereafter.
* A Performance Guarantee (P.G) is required from the supplier once DLC advised by the buyer is accepted.
* Should the seller fail to enact on any delivery on time, the buyer collects on the P.G.

**MINIMUM DOCUMENTS THAT WILL NEED TO BE PROVIDED**

One set of each marked as ‘original’ copy as indicated. Contract indicates final set of transport documents required.

Shipping and loading issues; in accordance with Incoterms 2020 entity at fault bears expense.

Risk transfers to the buyer once goods pass ships rails port of loading and is placed on board in good condition.

* SHIP’S MATES RECEIPT
* CERTIFICATE OF ORIGIN
* SELLER INVOICE
* QUALITY: PRE-SHIPMENT INSPECTION BY LEADING INDEPENDENT INSPECTION SERVICE
* SELLERS EXPORT DECLARATION (SDI)
* EXPORT PERMIT AUTHORISATION OR LICENSE.
* FCR: FORWARDERS RECEIPT

The seller is required to secure such document. Insurance and freight for the account of the buyer.

**FREIGHT AT CFR or CIF**

If carriage is able to be secured by the seller, if later sought, once the FOB price is accepted, please indicate in comments section. If CIF is available and later sought once FOB price basis is accepted, please ensure 115% Clause “C” cover is apparent.

**PAYMENT INSTRUMENT: UCP 600 DLC ISSUANCE RULES**

**Formal Deliveries:** The person identified as the buyer herein, paying for goods is also the same person signing this offer. Buyer to advise a UCP 600 ruling Irrevocable Letter of Credit (IDLC) as supported and advised by a top 100 bank of the world located Melbourne, Australia. All transport documents are presented to our bank electronically. A single copy of such documents is also advised to FTN Exporting via PDF email. No airmail of document required. No partial payment allowed. Collection is applied by the supplier at sight of clean documents presented on time. The DLC shall be issued as a non cumulative revolving credit (NCR). From the early lodgement date to the last delivery date plus 60 days produces the expiration date of the credit. The Buyer must issue the DLC as confirmed if a top 100 ranked bank of the world as stated is not apparent. Added security and identification purposes. The Buyer informs the seller by email when DLC lodgement date is formally prescribed as indicated on the contract. The bank of the seller shall pay the transfer fee to our bank to have the DLC formally released, directly to the sellers account. The seller will be served with a pro forma invoice by email, declaring the transfer fee cost to the supplier. The supplier shall take the invoice to their bank pay the fee directly to our bank and receive the formally released active DLC. This bank to bank aspect ensures a formidable added security feature so as to ensure the intent of parties to the contract, beyond the sealing of the contract.

**RULES TERMS AND CONDITIONS OF TRADE AND SALE**

Paragraph (1) ( 2) (3) (4) must be apparent on sellers contract for buyer to be able to consider purchase.

1. UCP600 (Uniform Custom and Practice for Documentary Credit issuance as per ICC publication 600)
2. Rules of Delivery as per “Incoterms 2010” in accordance with ICC Paris, France, trademark application.
3. Should a contract be signed after January 1, 2020, new Incoterms 2020 delivery rules applies.
4. URC522 (Uniform Rules for Collection ICC publication numbered 522 or latest )
5. Rules of International Agency and foreign law governance therein (via English law)
6. English language applies as well as contract formation rules.
7. Offer once accepted is legally binding (X) subject to contract signatures **( )** .
8. Internet PDF and or facsimile documents allowed to apply up to buyers contract signing time.
9. Formal hardcopy of contracts issued by courier mail becomes evident, as advised by buyer, once evidence of its dispatch is served via a postal courier receipt.
10. Arbitration: All disputes not settled amicably arbitration conducted in sellers country
11. Sales of Goods Act (2001) U.K
12. Goods offered must be valid for our purchase consideration for 3 months. Longer period preferred.
13. A fixed price basis is expected. Variable price basis considered if a discount is apparent

BANK OF THE BUYER

The financial instrument supporting ICC UCP 600 banking rules shall be advised by the bank of the buyer specified below (Top 100 ranked bank of the world)

**Name of bank of buyer:** WESTPAC CORPORATION, MELBOURNE AUSTRALIA.

**SELLER: CONFIRMATION**

I / We the below entity issuing this offer as Seller in possession of export goods offered do hereby make this offer with good and honourable intent as principal.

**PRINT NAME**

**DATE**

**SEAL**

**SIGNATURE**

**BUYER: CONFIRMATION**

I / We the said named buyer accepting documents for goods specified, is able to confirm that we are ready willing and financially able (RWA) to consider the purchase of goods offered when this offer is signed and returned by email in PDF form. On the return of the offer, we would like to examine a full contract for the product defined herein. The return of the signed **offer is legally binding on both parties to the contract.** Please advise a full contract within 7 days of this offer being returned with the details below clearly applied.

Corporate Name of the Buyer :

**(a)**

Postal Address:

**(b)**

Managers Name:

**(c)**

Fixed line phone number(s)

**(d)**

Fax

**(e)**

Mobile

**(f)**

Email

**(g)**

Website

**(h)**

**Full details of buyer’s bank issuing the credit for payment of goods**

**(i)**

**Port of Destination:**

**(j)**

**COMMENTS**

Added matters that we should be aware about please indicated below otherwise leave blank.

**Date**

**Signed**

**Sealed**

**The seller fills in the details sought and converts DOCX document to PDF and returns it to the buyer. If DOCX formatted document is not served, print PDF, fill in by hand using a blue ink pen and retune after resending as a PDF. If the seller is producing their own offer, please ensure main elements herein are apparent.**

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