TRANSACTION PROCEDURE

NON-NEGOTIABLE TERMS

This procedure sets out, in chronological order, the contractual and banking steps applicable to any transaction concluded with FRANCE AJ CONSTRUCTION MATERIALS & ALIMENTAIRE & FOOD CO.,LTD. It is contractually binding once expressly accepted by both parties and may not be unilaterally amended.

1. The **SELLER** issues a Full Corporate Offer (*FCO*) to the **BUYER**.
2. The **BUYER** signs and returns the FCO together with an Irrevocable Corporate Purchase Order (*ICPO*), sent from a corporate e-mail address, to the following address: info@franceajalimentaire.com
3. The **BUYER's** bank issues, in the name of its own client, a **RWA** (*Ready, Willing and Able*) letter or a **POF** (*Proof of Funds*).
4. The **SELLER** sends the draft Sales and Purchase Agreement (*SPA*) to the **BUYER**.
5. Within 48 hours, the **BUYER** signs and returns the SPA together with: a copy of the authorised signatory's passport; evidence of the signatory's authority to sign (board resolution or power of attorney); the company's certificate of incorporation; its own company CIS/KYC file; and, where the **BUYER** is using a financier to issue the payment guarantee, the CIS/KYC file of the issuer of the financial instrument. All documents sent to the **SELLER's** official address: info@franceajalimentaire.com
6. The **SELLER** signs the SPA and returns it together with the Proforma Invoice.
7. The **BUYER** returns the signed Proforma Invoice.
8. The **SELLER** provides its banking details together with the business cards of two (2) officers of its bank.
9. The **BUYER's** bank issues a pre-advice SWIFT **MT799** confirming its readiness to issue the documentary credit (*MT700 / DLC*) to the bank designated to receive it.
10. The **SELLER's** bank replies with a pre-advice SWIFT **MT799** confirming its agreement to receive the **MT700**.
11. The **BUYER's** bank sends the SWIFT **MT700** message (documentary credit – DLC) to the **SELLER's** bank.
12. Within 35 to 55 days of the financial instrument being opened, shipment of the goods begins.
13. After the goods are loaded at the port of shipment (Brazil), payment is released by **MT700/TT** once the **BUYER's** bank has received the original documents (SGS certificate, Bill of Lading, etc.). A copy of these documents sent to the **BUYER** by e-mail.

Additional Provisions

14. Confidentiality — The parties undertake to treat all information exchanged under this procedure as strictly confidential and not to disclose it to any third party without the other party's prior written consent.

15. No undisclosed intermediaries — Any intermediary commission must be disclosed and agreed in writing prior to signature of the SPA; no undisclosed intermediary fee may be claimed thereafter.

16. Governing law and jurisdiction — The SPA shall specify the governing law and the competent jurisdiction (or arbitration clause) in the event of a dispute.

17. Non-compliance with the procedure — Any document submitted outside the sequence or format described above (FCO, ICPO, RWA/POF, SPA, CIS/KYC, MT799, MT700) may be deemed inadmissible by the SELLER.

For the SELLER	**For the BUYER**
Name: Date / Signature:	Name: Date / Signature: