

ANNEX F

This Sales and Purchase Contract serves only as a sample and shall not be a substitute for legal advice. Please obtain your own legal advice before entering into any Sales and Purchase Contract. APEX shall not be liable for any losses arising out of any reliance on this sample.

SAMPLE SALES AND PURCHASE CONTRACT (APEX CRUDE PALM OIL)

This contract is made by and between the Buyer and the Seller, whereby the Buyer agrees to buy and the Seller agrees to sell the under-mentioned goods under the Rules and Procedures in relation to physical delivery as contemplated in **APEX CRUDE PALM OIL FUTURES CONTRACT SPECIFICATIONS**. Unless otherwise stated, all the terms and conditions, as well as the capitalized terms of this Sales and Purchase Contract herein shall have the meaning ascribed to them, and shall have the same meanings ascribed to them under **APEX CRUDE PALM OIL FUTURES CONTRACT SPECIFICATIONS**. In case of any discrepancies or inconsistencies between this Sales and Purchase Contract and **APEX CRUDE PALM OIL FUTURES CONTRACT SPECIFICATIONS**, the latter shall prevail.

Seller:	Company Name:	
	Address:	
Buyer	Company Name:	
	Address:	
Contract No.:		
Matching ID:		
Contract Date:		
Commodity:		Crude Palm Oil in bulk
Grade of Commodity:		
Shipment Term:		Free on Board (FOB)
Port of Loading:		
Supplier(s):		
Destination:		
Shipment Period:		
Contract Price:		US\$ xxx.xx /MT (USD: x Hundred xx Dollars and xx Cents)
Quantity:		n x 500.00MT (+/- 10MT)
Final Contract Value:		

1 QUALITY

At time and place of shipment, the product shall be of good merchantable quality within the meaning of the description and specifications stated below, and shall comply with PORAM Standards for Crude Palm Oil specifications if not stated herein:

Parameters	Limit	Testing Method
Free Fatty Acid (As Palmitic)	4.5% Basis, 5.0% Max	AOCS Ca 5a-40
Moisture & Impurities (M&I)	0.25% Max	AOCS Ca 2c-25 / AOCS Ca 3a-46

Deterioration of Bleachability Index (DOBI)	2.31 Min	ISO 17932:2011 (En)
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2 PAYMENT ARRANGEMENT

The Buyer shall make full payment of the Final Contract Value in cash to **Asia Pacific Clear Pte. Ltd.** through the Buying Clearing Member, and **Asia Pacific Clear Pte. Ltd.** shall release the payment to the Seller through the Selling Clearing Member, in accordance with the conditions and procedures set out in **APEX CRUDE PALM OIL FUTURES CONTRACT SPECIFICATIONS**.

3 FINAL DOCUMENTS

"Final Documents" shall refer to the originals in triplicate of the following documents, including but not limited to:

- a) Commercial Invoice;
- b) Certificate of Origin;
- c) Certificate of Analysis;
- d) Certificate of Quantity;
- e) Survey report issued by APEX Approved Surveyor, certifying fitness and cleanliness of the ship's tanks, pipelines, and particulars as to time and place of loading, and establishment of the shipped weight;
- f) Full set of clean "On Board" signed bills of lading identifying Vessel's tanks into which the cargo has been loaded; and
- g) Other documents (e.g. Health Certificate, Phytosanitary Certificate, and etc.) as stipulated in the Sales & Purchase Contract from time to time.

Should the Buyer require from the Seller documents other than the Final Documents or extra copies of the Final Documents as set forth for shipment purposes, the Buyer may request such documents from the Seller at the Buyer's cost and expense, and the Seller shall assist in providing the required documents according to the Sales and Purchase Contract, provided that the Buyer's request is reasonable.

4. Other Terms

All other terms and conditions will be as per **APEX CRUDE PALM OIL FUTURES CONTRACT SPECIFICATIONS** in force at time of shipment.

BUYER:

(Company Name)

SELLER:

(Company Name)

(Signature & Company Stamp)

(Signature & Company Stamp)