

CENTURY BOND LIMITED - GENERAL SALES TERMS & CONDITIONS

1. Parties

Seller: Century Bond Limited, a company duly incorporated in Hong Kong, located at 288, Des Voeux Rd Central, Unit B. 3/F, and registered under the number 1989507.

Buyer: Any entity that signs or recognizes a valid proforma invoice issued by the Seller.

2. Governing Terms: Unless otherwise specified, Incoterms 2010 (and amendments) apply.

3. Title & Risk: Risk passes to Buyer once goods are on board at load port. Title passes to Buyer upon full payment or, if under L/C, upon bank acceptance of documents. Buyer assumes all post-loading costs and liabilities, including general average and salvage.

4. Delivery: Seller fulfills delivery obligations once goods are loaded. Approximate loading dates apply. Retention of documents by Seller for securing payment is permitted.

5. Quantity: Shipping documents determine final quantity. Discrepancies must be reported in writing before unloading. Claims require an SGS inspection report within 15 days of arrival. A final joint inspection may be demanded, costs borne by losing party.

6. Quality: Seller's Certificate of Analysis is binding. Claims require SGS certificate within 15 days of arrival. Final joint inspection may be requested.

7. Payment Terms: Payments are due in full without deductions, set-offs, or counterclaims.

8. Defaults & Remedies: Failure to pay on time, insolvency, or bankruptcy constitutes default. Seller may terminate, stop or resell goods, exercise liens, or claim damages. Overdue sums bear 3% monthly interest, compounded. Seller may offset Buyer's liabilities under any agreement.

9. Letter of Credit (L/C): L/Cs must be irrevocable, in Seller's favor, from an investment-grade bank (\geq BBB- or Baa3), payable on presentation of shipping documents. Charter party and stale B/Ls are acceptable unless agreed otherwise.

10. Disclaimer of Warranty: Seller provides no express or implied warranties, including fitness or merchantability. Damage from climate conditions is not covered.

11. Liability: Seller's liability is excluded to the extent permitted by law. No liability for indirect or consequential damages. Total liability limited to purchase price. Claims must be made immediately upon discharge and before the use of goods.

12. Force Majeure: Seller is not liable for delays caused by events beyond its control (e.g., war, natural disasters, transport failure, export restrictions). Force Majeure affecting Seller's supplier applies equally to Seller.

13. Assignment: Seller may assign rights or delegate obligations to affiliates. Buyer requires written consent for assignment.

14. Waiver: No waiver of rights unless in writing. Delay in enforcement does not constitute waiver.

15. Governing Law & Arbitration: Governing law: Brazil. Disputes shall be settled by ICC or a similar institution arbitration in Itajaí, Santa Catarina, Brazil. Language: English and Portuguese. Award is final and binding.

16. Compliance: Parties shall comply with all applicable laws, including anti-bribery, sanctions, and environmental laws. No improper payments or conduct permitted.

17. Entire Agreement & Confidentiality: This Contract supersedes prior negotiations. Amendments must be in writing. Terms are confidential unless disclosure is legally required.

18. Acceptance: Buyer accepts terms unless objections are made in writing by close of next Swiss business day following receipt.

19. Applicability: These terms apply to all accepted orders and proforma invoices from August 2022 onward.