

TRANSPORTATION OF RED MILLING WHEAT BY SEAWAY FROM ABROAD DRAFT CONTRACT

Article 1 - Parties to the Contract

This Contract is made between (hereafter referred to as the Administration) and (hereafter referred to as the Contractor) within the terms of the following conditions.

Article 2 - Information about the parties

2.1. Administration

- a) Name:
- b) Address:
- c) Phone number:
- d) Fax number:

2.2. Contractor

- a) Trade/First and last name:
- b) T.C. ID No:
- c) Tax ID No:
- d) The Contractor's notification address:
- e) Phone number:
- f) Notification fax number:
- g) E-mail, KEP and electronic notification address, if applicable

Article 3 - Definitions

CONTRACTOR : Carrier

ADMINISTRATION : TMO General Directorate

SELLER : import contractor

FREIGHT : Transportation amount received by the contractor from the administration

Article 4- Unit Price, Amount, Loading and Discharging port, Loading Period, Service Description

Loading Period	Loading Port	Discharging Port	Commodity Type	Commodity Quantity	Freight Unit Price (USD/MT)	Amount (USD)

Red milling wheat purchased from the seller company by the Administration and the quantity, type, freight unit price, loading period and loading/evacuation ports and the specified red milling wheat is loaded and transported to the discharging ports.

Article 5- Loading conditions:

The seller will guarantee one (1) safe port and safe berth where the vessel will always be afloat and can always be entered.

Loading rates and conditions:

(pwwdsshex-uu) Including only worked hours on Saturdays, Sundays and official holidays when weather permits to work for every 24 consecutive hours

For vessels with B/L quantity

0 – 5.000 MT : 1.500 MT/day

5.251 – 10.500 MT : 3.000 MT/day

10.501 MT and over : 5.000 MT/day

- For loadings to be made from deep sea ports; for Tekirdağ, Derince, Iskenderun and Mersin ports discharged shipments will be realized with minimum (+/- 5%) 25.000 MT vessels, for İzmir, Bandırma, Samsun and Karasu ports discharged shipments will be realized with (+/- 5%) 25.000 MT vessels and for Trabzon port discharged shipments will be realized with minimum (+/- 5%) 10.000 MT vessels. For loadings to be made from shallow sea ports, shipments will be realized with minimum (+/- 5%) 5.000 MT vessels. The Administration shall have the option to accept vessels on "full dispatch" (dispatch from the total time given for the unloading) condition when vessels are nominated to load below the amount determined on the basis of the port by the carrier.

Arrival Notices:

The contractor will provide the seller with exact arrival notices for 5/3/2/1 day. If contractor does not give the notices or does not arrive on the specified date, the time will start to count after the vessel berths.

Readiness Notice and Time Count:

Whether the vessel is granted free pratique or not, in port or not, berthed or not, passed customs inspection or not; NOR to be tendered by radio, fax, e-mail or telegraph. If NOR is tendered before 12:00 noon, the time will commence to count from 14:00 p.m on the same day afternoon. If NOR is tendered after 12:00 noon, the time will commence to count at 08:00 a.m on the following working day. If there is no work from 00:00 on Saturday or holidays until 00:00 on Monday time will not be counted however if work is done only working time will be counted.

Demurrage / Despatch rate:

When a vessel is nominated, the C / P including dem/des rate will be notified to the Administration.

Free despatch shall not be acceptable. Despatch shall always be half demurrage and be calculated on all time saved.

Stevedores:

In the absence of a designated stevedore of the elevator to carry out the loading at the loading port, the stevedores designated by the Contractor will be used. Stowage and grain loading strapping of the cargo will be done in accordance with the captain's instructions and under their responsibility.

Strike status upon arrival at the loading port:

When the vessel arrives at or near the quarantine place at the loading port, in the face of a developing Stowage and grain loading strapping workers, the Administration has the right to divert the vessel to a non-strike port within the above-mentioned loading region within 48 hours from the notification date. If this is not done, both parties may exercise their right to cancel the carriage without liability.

Issues related to the vessel not reaching the loading port on time:

In the event that the Contractor is ready and appropriate to load the vessel in all respects, in case the Contractor is unable to allocate it to the administration/ seller order within the loading period specified in the specification, the contractor is obliged to pay all damages and expenses caused by the waiting of the load from the end of the loading period.

The delay period shall not exceed 3 (three) days [In addition to the 3 (three) day penalty period, the contractor may be given an extension of 3 (three) days with penalty, provided that it is at the option of the Administration] starting from the day following the end of the loading period of the goods. If this period is exceeded, the administration has the right to terminate the contract.

In case the contract is terminated due to delay and the transportation is carried out with another vessel, the Contractor is liable to compensate the loss, damage and price differences paid and/or to be paid by the Administration together with an annual interest of 19 %.

If the delay of the vessel exceeds 3+3 days [3 (three) days for certain and 3 (three) days at the option of the administration] due to force majeure, if the Administration uses its right to terminate the contract, the costs arising from the failure to load only for this vessel within the laycan time will be paid by the Contractor.

In case the contract is kept in force despite the expiry of the delay periods; by making the notifications or to be made pursuant to Article 5, the parties will determine a new laycan by mutual agreement or liquidation will be carried out if the administration wishes.

Additional terms of the loading:

The contractor will notify the bulk carriers that can do self- grain loading strapping and will only load in their main holds, together with all their technical specifications and laycan, and the tweendeckers will not be accepted.

Shipment shall be carried out with 1st classified (IACS member / semi-member or Türk Loydu) vessels 25 years of age and younger and the overage premium etc. or extra premium will not be applied for this shipments. Provided that it is accepted by the Administration, shipments shall be made by over 25 years of age or the unclassified vessels. The overage premium etc. or extra premium that will be exercised for shipments made by over 25 years of age or the unclassified vessels, shall be paid in 1 (one) business day following notification date by the Contractor to the Administration. Otherwise,

annual interest rate of 19 % for receivables shall be charged on overaged premium etc. or extra premium for each deferred day.

The vessel shall have CARGO ISM ENDORSEMENT certificate.

Turkish and foreign flagged vessels (except South Cyprus Greek flagged vessels) can be offered, provided that they meet the required conditions regarding the subject transportation.

If it is determined that any loading place of the vessel is not suitable for loading and this loading place is rejected, the Contractor agrees to have these places cleaned again in order to enable the vessel to complete the loading. If, for any reason, all of the loading places are not accepted and approved for grain loading, the Contractor will unload the cargo loaded on the vessel, if any, at its own expense and the Contractor will be responsible for all damages and losses incurred by the seller and Administration, including warehouse, transportation, etc. costs, arising from not being able to provide the necessary document to load grain.

The Contractor shall be responsible for any cargo contamination due to the cargo previously carried by the vessels.

In the stage that the ship's holds are examined by the supervisor for the availability of commodity to be imported, the request of the supervisor shall be taken into consideration to ensure that the holds are cleaned in such a way that they are not "contaminated" if the last Cargo carried is GMOs.

If the Seller uses two berths, the shifting time between the two berths will be counted as time and all shifting costs will be for the Seller's account.

The Contractor agrees and undertakes to only take the cargo belonging to the Administration and not to take the commodity and other items belonging to others to the vessel.

Bills of Lading:

If mutually agreed, bills of lading shall be subject to and meet all obligations, conditions and exclusions of this contract.

The Contractor undertakes to put the following explanation on all bills of lading issued regarding this transportation;

"The terms and conditions of this bill of lading are subject to the written contract concluded with the Contractor for the performance of this transportation and are in accordance with the aforementioned contract."

Article 6- Conditions of discharge :

Time Count:

For the commodity on the vessel arriving at the discharge port; according to the relevant laws, regulations, communiqués and other legislation provisions, the vessel's NOR will be accepted after the Importation Conformity Report certifying that there is no objection to the entry of the commodity into Turkey.

The notice of readiness is made in writing, together with the delivery order, to the workplace of the administration that will carry out the discharge, between 08:00 on Monday morning and 17:00 on Friday evening. Before the written notice of readiness is given, it is necessary to ensure that the vessel is in free pratique, entered the customs and all cargo places are ready for discharge. With the acceptance of the NOR given in this way, even if discharge process starts earlier, the time counting will start the next working day at 08:00 in the morning.

-Time shall not count while vessel moves from berth to dock.

- If it is understood that the vessel is not ready and suitable for unloading in all respects after berthing, the time lost until it is ready for unloading will not be counted as laytime and all damages, losses and expenses that may occur due to these reasons will belong to the CONTRACTOR.

Time Sheets :

During the discharge, a "statement of facts" will be issued jointly by the master or the person authorized by him and the Administration or its representatives. In the preparation of the Statement of facts, statements of the administration's proforma commencement, completion and stoppages, as signed together, will be taken as the basis. In accordance with these "statement of facts", time tables at loading and discharge ports will be calculated separately and will not be offset against each other.

Discharge Obligation:

The discharge obligation is as shown in the table of port features presented in the appendix.

From 17:00 Friday until the following working day or 08:00 on Monday will not count as time even if work is carried out.

Even if work is carried out from 13:00 on the day before official and religious holidays until 08:00 on the following working day, time will not be counted.

In case of failure to discharge due to defects in unloading vehicles and facilities for reasons that cannot be attributed to the vessel, the lost time will be counted as laytime. Loss of time waiting at discharge or due to adverse weather will not be counted as laytime. The cessation of time at the discharge at the berth due to adverse weather conditions will be valid for the vessel(s) waiting offshore. Again, due to adverse weather or sea, time will not be counted if the equipment to be used in lightening cannot be brought to the vessel to be lightened offshore.

If more than one vessel of the same Contractor arrive at the same discharging port at the same time, time shall not count for the vessel(s) waiting at anchorage, while one of them is being discharged. Time counting shall commence for the vessel(s) waiting at anchorage at the time when discharging starts. If discharging starts on Saturday, Sunday or other Official Holidays, time shall commence to count on the next working day at 08:00 a.m.

Demurrage/Despatch

It shall be as stated in the loading conditions.

Using a different discharge port other than the determined discharge port;

The Administration may use a different discharge port other than the determined discharge port, provided that it is within the same provincial borders. In this case, the promised discharged rates will apply.

Using more than one berth:

The Administration has the option of using more than one berth. Shifting time between two berths will not be counted as laytime and all the shifting expenses will be at Administration's account.

Using vessel cranes - lighting:

Vessel cranes can be used for discharged at the Contractor's expense. The Contractor shall, at its own expense, keep the ship's equipment, cranes and energy, lighting facilities ready for service at the loading and unloading ports in good working condition.

Shortage and commodities with avaria in discharges:

Freight and commodity amount of the determined avaria during discharge of the vessels at the discharge ports and the expenses incurred during discharge and destruction of the avaria will be collected from the balance 10 % of freight, which will be paid to the Contractor.

If any shortage exceeding 0.5 % (five- per thousand) of B/L quantity that will occur during discharge of the commodity, the Contractor shall be severally responsible for the payment of shortage amount of the commodity to the Administration. After the detection of shortage, if the Administration asks Contractor shall give letter of guarantee.

Overtime :

If the Administration wishes to work on Sundays or holidays or by making the necessary preparations before the time starts to be counted, the vessel's captain shall allow this. The cost of overtime paid at the loading and unloading ports and paid to the port and/or customs shall belong to the party requesting it. In the event that overtime is ordered by the authorized official bodies, it will be paid in half shares by each of the parties. In all circumstances and conditions, the overtime compensation of the vessel's officers and personnel is on the Contractor's account.

Agencies:

Agencies will be employed by the Contractor at the loading and unloading ports. Following the knowledge of the loading and unloading ports, the Contractor shall notify the Administration and the Seller of the identities and addresses of the agents in these ports without delay.

Article 7 - Expenses included in the contractual value

Except for insuring the cargo related to the fulfillment of the commitment (including increases due to additional work), all expenses required for the subject transportation are included in the contract value.

Article 8 - Provisions regarding the guarantee

8.1. The Contractor has given a performance bond(in figures and in writing) regarding this work. (at the rate of 6% of the contract value)

8.2. The term of performance guarantee is until ../../.. date. (The Performance Bond will be valid for 6 months after the end of the loading period.)

In case it is understood that the final acceptance will be delayed due to the conditions specified in the law or the contract and due to penalized work, the duration of the letter of guarantee is extended to cover the delay in the work.

8.3. Return of the performance guarantee:

8.3.1. The performance bond will be returned to the Contractor after it is determined that the commitment has been fulfilled in accordance with the provisions of the contract and tender document and that the Contractor has no debts to the administration due to this work.

Article 9 - Payments and terms

Payments will be made by the Financial Affairs Department of the General Directorate of TMO.

Basic currency for payment is US Dollars.

90 % of Freight Payment:

90 % of the freight will be paid within 5 working days in the Administration option from the date (with the exact loading information) when the Contractor or Captain is notified in writing that the ship is moving to Turkey. However, the freight invoice shall be issued over 100 % and submitted to the Administration.

10% of Balance Freight :

10 % of the balance freight shall be paid by Administration, after all kinds of payments such as dispatch/surcharge, delay penalty and other damages that will accrue at the loading and unloading ports are made by the Contractor to the Administration and the Seller.

If the amount of the said expenses is more than 10% of the freight, the excess will be paid to the Administration by the Contractor, otherwise the contract will be terminated and the part of performance bond corresponding to 6% of the contract amount will be recorded as revenue and all penalties incurred under the contract and the Administration's receivables will be collected separately from the Contractor.

For domestic companies, the above-mentioned freight payments will be made by the Financial Affairs Department of the General Directorate of TMO at the Central Bank's USD exchange buying rate on the date of bill of lading, after the contractor submits the document to the Administration stating that the company has no tax debt and it is determined that the contractor does not have any debts to the Social Security Institution.

Article 10 - The contractor cannot transfer or assign his receivables for the work done to others without the written consent of the Administration. It is obligatory for assignments to be issued by a notary public and to meet the terms and conditions required by the Administration.

Article 11 - No advance payment will be provided for this work.

Article 12 - No subcontractor shall be employed in this work and all works will be done by the contractor himself.

Article 13- Penalties

When a vessel tendered valid NOR within the shipment period in the contract no C/C is applied. Otherwise, 0,3 % (three per thousand) of contract/vessel freight amount will be applied as delay penalty for every calendar day from the day following the last day of the shipment period up to the date of received NOR. Delay penalty accrued by Seller will be paid to the seller by the Contractor. Administration will make balance 10 % of freight payment to the Contractor after the written confirmation of the payment is received from the Seller.

Article 14 – Situations and conditions for which time extensions can be granted

The cases where a time extension due to force majeure are listed below.

14.1. Force majeure:

- a) Natural disasters
- b) Legal strike
- c) Epidemic
- d) Declaration of partial or total mobilization
- e) Other similar circumstances that will be determined by TMO if necessary

14.2. In order for the above-mentioned situations to be accepted as force majeure and for the contractor to be granted a time extension, the situation to be considered as force majeure must be

determined,

- a) it mustn't be caused by the Contractor's fault,
- b) it must have the characteristics that prevent the fulfillment of the commitment,
- c) it must be a situation that the Contractor isn't be able to prevent,
- d) it must be notified to the Administration in written form in 5 days following the occurrence of force majeure event,
- e) if there are 5 days or less than 5 days before the fulfillment of the commitment
- f) it must be notified before the completion of this time period and from this date within 15 days Contractor must submit the proving documents of force majeure issued by the authorized organizations to the Administration.
- g) Applications that are not made on time by the Contractor will not be considered and the Contractor cannot request a time extension after the application period has passed.

14.3. In case that the force majeure circumstance is accepted by the Administration, it is decided that the contractor will continue to work, including additional time.

14.4. In case that the contract is cancelled because of force majeure, Contractor's account will be settled according to general terms and the performance bond will be returned.

Article 15 - Partial acceptance can be made if the Administration agrees.

Article 16 - Changes to this agreement are subject to the approval of the competent authorities of the parties.

Article 17 - Administration's termination of the contract

If the contractor does not fulfill its commitment in accordance with the tender document and the contract provisions or does not complete the work on time, with the penalty of delay at the rate determined in the contract, if the same situation continues despite the administration's warning of at least 3+3 days and the reasons for which are clearly stated, the performance bond is recorded as income without the need for a separate protest and the contract is terminated and the account will be settled according to general terms.

Article 18 - Termination due to prohibited acts or behavior prior to the contract

Article 19 - Indemnity Liability of the Contractor

The contractor is directly responsible for the loss and damage caused by the failure to fulfill the commitment in accordance with the provisions of the contract and specifications and similar reasons. This loss and damage will be compensated by the Contractor in accordance with the general terms.

Article 20 - Other issues

In the event that the administration becomes a creditor from the contractor for any reason, together with the annual interest of "6-month libor+6" valid on the payment date for the receivables in foreign currency, and the annual interest of 19 % for the receivables in Turkish Lira shall be charged separately by the contractor from the date of arising of the receivable to the date of collection. Libor (0) is considered zero if the Libor ratio is a negative value.

Any contracts between the Contractor and third parties for execution of this contract shall not include any terms related with fiscal responsibility, penalty etc. binding the Administration. Otherwise, all kinds of damages, penalties etc. to be incurred by the Administration to the agreements between the Contractor and the third parties shall compensate be by the Contractor.

The Administration reserves the right to recourse to the Contractor and 3rd parties.

For domestic companies, all kinds of taxes, additional taxes, sanctions, penalties, etc. that may arise from official institutions as part of the laws applied within the borders of the Republic of Turkey, responsibility will belong to these companies.

Obligation of the contractor to the seller:

All of the dispatch, carrying charge etc. debts that occur at the loading ports shall be paid to the seller upon agreement by the Contractor. Otherwise, the money kept from the Contractor's freight and the performance bond are not returned to the Contractor and are paid by the Administration to the Seller by deducting from the freight amount.

No precautionary measures on the vessel:

The Contractor is obliged to allocate a vessel that does not have cautionary judgment or seizure. The contractor or the captain agrees and undertakes in advance not to resort to transactions such as lien or pledge on the transported commodity as required by C/P.

Article 21 - Disputes

21.1 All disputes that may arise from execution of this contract will be settled primarily by negotiations within the framework of the contract terms.

21.2 If no result can be achieved by negotiations, Ankara Courts and Court-bailiff's offices will be authorized for the resolution of any conflicts arising from implementation of this contract and its addendums. In this case Turkish copy of "Exportation Specifications" will be authentic. Rules of law about the core of the conflict shall be subject to Turkish law.

Article 22 - Prohibition From Participation in Tenders:

If the Contractor doesn't fulfill its commitment despite that he signed the contract, he can't participate the tenders which will be held by the Administration for one year.

Article 23 - Effectiveness:

This contract goes into effect on the date of signature.

Article 24 - Signing of the Contract:

This contract is composed of articles, and it is signed by the Administration and the Contractor on / / after fully read and understood. In addition, the Administration shall issue the "original copy of the contract approved by the Administration" and give it to the Contractor, upon the Contractor's request.

ENCL: Discharge Ports Characteristics

ADMINISTRATION

CONTRACTOR