






VCR PROJETOS CONSTRUÇÕES E INCORPORAÇÕES LTDA (VCR Ltda- Brazil) 
 Av. Paulista, 1471 – Conj. 511, sala 02, Bela Vista, São Paulo, SP-Brasil.
 ZIP 013311-927, Post Office Box 21321

VCR CONSTRUCCIONES Y COMERCIO S.L. (VCR Ltda- Spain) 
 Paseo de la Castellana 200, Madrid-Spain, ZIP 28046

SOLOFIRME LDA (VCR Ltda- Portugal) 
 Av. Infante Dom Henrique, N°2, de Elvas-Portugal. Zip 7350-100

PRIVATE AND CONFIDENTIAL

CONTACTS:

+55(11) 994134475 
 +34 674638706 
 +351 93 937 4259 
<https://vcrconstrucoes.com>
info@vcrconstrucoes.com
 Eng. Victor C. Rojas
 CEO of VCR GROUP

16 March of 2026

TO: / End Buyer
Att.: Mr(s). , CEO

Via: Mr. as a business representative of **VCR Group** in

We on behalf of the final seller, we issue this OFFER in the terms, prices and conditions that the supplier requires to carry out the business.

PRODUCT FROZEN CHICKEN	AVAILABLE VOLUME (*)		PRICE MT CIF CHINA
PAWS GRADE -A-	Trial <i>(Optional)</i>	10 FCL (270 MT)	USD \$ 3,950.00 / Ton
	Contract 12 Months	50 FCL (1,350 MT) x Month or more	

PAYMENT TERMS

CONTRACT PAYMENT GUARANTEE: The buyer's bank sends an unconditional, 100% at sight **IRREVOCABLE DOCUMENTARY LETTER OF CREDIT (DLC-MT700), TRANSFERABLE, UNCONDITIONAL AND RENEWABLE** on a monthly basis to secure each subsequent order under the annual contract, for the value of one (1) monthly shipments. Payment shall be released via Mt-700 against SGS inspection, Bill of Lading (BL), and all other shipping documents issued **at the port of origin**, with delivery terms strictly CIF ASWP (Cost, Insurance and Freight – Any Safe World Port). **or** issues a **STANBY LETTER OF CREDIT (SBLC-MT 760) CASH BACKED UNCONDITIONAL** confirmed, irrevocable, transferable, divisible, operative, assignable, for the value of one (1) monthly shipments, and Payment shall be released via Mt 103 cash transfer against SGS inspection, Bill of Lading (BL), and all other shipping documents issued at the port of origin, with delivery terms strictly CIF ASWP (Cost, Insurance and Freight – Any Safe World Port), and with a validity of 366 days.

DLC-MT700 or **SBLC-MT760** issued by a top-tier bank in the top 50, see link:

<https://accuity.com/resources/bank-rankings/>


PAYMENT: If the Buyer issues an MT700, payment will be made through this SWIFT instrument, releasing funds against SGS, Bill of Lading, and other export documents at the port of origin.


If the Buyer issues an MT760 as collateral guarantee, payment will be made at 100% sight via bank transfer (MT103) to the Seller's designated account, once SGS has completed inspection at the loading port and the Seller's bank has received all shipping documents for each shipment.


For trial orders, payment will be executed via DLC-MT700 or MT103 against SGS/CCIC/CSIC and Bill of Lading at the port of origin..

PB	PACKAGING	LOAD PORT
2 % (Only for a contract)	Plastic Bags 5/10 Kg- 20 Kg Carton Box	Load Any port of Brazil (Santos-SP or Paranaguá-PR)
INSURANCE	INCOTERMS / DELIVERIY TIME	UNLOAD PORT



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110%	CIF 30-45 DAYS after receipt & approval financial instrument	Hong Kong Port, in P.R. China Or ASWP
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ORIGIN: Brazil 100%

SLAUGHTERHOUSE: Approved factory by P.R. China and/or MAPA (Ministério da Agricultura e Pecuária) and/or SIF (Serviço de Inspeção Federal) regulation

SPECIFICATION OF CHICKEN PAWS GRADE –A-

- Outer yellow skin off
- Well cleaned and fresh
- No bruises
- No black pads or ammonia burns
- No bad smells
- No feathers
- No black pad
- No chemical burns
- Broken bones less than 1%
- No excessive blood or blood stains
- Moisture content is less than 3%
- Average weight: 35 grams up
- Length per piece 9 to 12 cm



PACKING AND LABELS AND IDENTIFICATION:

- Box of 20 kgs of weight, which contains four blocks of 5 Kgs each one in ballads in polyethylene bags.
- The box size will be 35 x 50 x 19 cm for the frozen paws.
- 1350 Boxes loaded by 40 Foot refrigerated container (FCL) with an average weight of 27 MT (Metric Tons) (+/- 3%) / (FCL).

(*) Tolerance Value means that the quantities and weight may vary by 3%, which the Buyer accepts, with the corresponding adjustment to the Price.

Storage And Transport Temperature:


All products must be frozen at a temperature of:


- Explosion at: Less than 40 Degrees Celsius
- Storage at: Less than 18 Degrees Celsius
- Temperature during transport: -18 to -20 Degrees Celsius


Carton label:

- The labels for each carton will be in accordance with the standard international format with labels
- Accepted by the China authorities and China customs for frozen birds 6 hallmark.
- All packaging shall meet the inspection requirements for import,



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PRODUCTION DATES & SHELF LIFE:


- Production dates: Year 2025
- Chicken age: From 45 to 60 days minimum at the time of slaughter ☑ Shelf life: 18/24 months


TRANSACTION DELIVERY PROCEDURE & TERM


1. The Buyer issues a Letter of Intent (**LOI**).
2. The Seller or its agent responds with a Soft Corporate Offer (**SCO**).
3. The Buyer submits an Irrevocable Corporate Purchase Order (**ICPO**) along with a Client Information Sheet (**CIS**), including full corporate details and a copy of the signatory's passport, plus **RWA** with bank verification code.
4. The Seller issues a Full Corporate Offer (**FCO**). The Seller is registered on the Chinese export platforms **AQSIQ** and **GACC**, as well as on the China supply platform (A copy of the GACC registration will be delivered as Partial Proof of Product (PPOP) once the bank guarantee (DLC or SBLC) has been received in the account designated by the Seller.
5. The Buyer signs the **FCO** and returns it to the Seller.
6. The Seller provides a draft Sales and Purchase Agreement (**SPA**) for the Buyer's review. The Buyer signs and returns the contract to the Seller.
7. The Seller signs the **SPA**, and both parties exchange electronic copies.
8. Upon signing the contract, the Seller issues a Proforma Invoice (**PI**), which the Buyer signs and returns.
9. Within twenty-four (**24**) hours of contract execution, the Buyer shall issue an Irrevocable Documentary Letter of Credit (**DLC**) via **SWIFT MT 700** or **SBLC-MT 760**, in the amount of **USD \$ 1,107,000.00 (One million one hundred seven thousand US dollars)**, corresponding to the **270-ton Trial Order**. The **SWIFT MT 700** or **SBLC-MT 760** shall be issued in favor of our account at **CaixaBank, or Santander** or into our Fiduciary account in **European Digital Securities Exchange S.V. SA**, all in Madrid-Spain. Payment shall be effected via **SWIFT MT-700 or via SWIFT MT-103 Cash Transfer** upon presentation of the SGS inspection report and the Bill of Lading **at the port of origin**, subject to CIF delivery to the port designated by the Buyer in the People's Republic of China or any safe world port (**ASWP**). (*see Banking details for at the end of this Letter of Credit.*)
OPTIONAL: Only in the event that the Buyer wishes to make an advance payment, such payment may be deposited into the Seller's account at CaixaBank o Santander, Spain, subject to the prior execution of the Sales and Purchase Agreement (SPA) and acceptance of the commercial invoice.

Upon receipt of said payment, the Seller shall have a maximum period of fifteen (15) business days to ship the goods to the port of origin. The Buyer shall be entitled to attend the loading process and to receive directly from SGS the inspection report, together with the Bill of Lading and all other shipping documents.



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10. Within twenty-four (24) hours of receiving payment for the Trial Order, the Buyer shall issue an Irrevocable Documentary Letter of Credit (DLC) via **SWIFT MT 700** or **SBLC-MT 760**, in the amount of **USD \$ 5,535,000.00 (Five million five hundred thirty-five thousand US dollars)**, corresponding to the **1,350-ton** each delivery of **Annual Contract**. The **SWIFT MT 700** or **SBLC-MT 760** shall be issued in favor of our account at **CaixaBank, or Santander** or into our Fiduciary account in **European Digital Securities Exchange S.V. SA**, all in **Madrid-Spain**. Payment shall be effected via **SWIFT MT-700** or via **SWIFT MT-103 Cash Transfer** upon presentation of the SGS inspection report and the Bill of Lading **at the port of origin**, subject to CIF delivery to the port designated by the Buyer in the People's Republic of China or any safe world port (ASWP). *(see Banking details for at the end of this Letter of Credit.)*
11. The Buyer shall establish either: An **Irrevocable Documentary Letter of Credit (MT700), Transferable, Unconditional, and Revolving**, issued by a first-class international bank acceptable to the Seller, operative, valid, and enforceable under ICC Uniform Customs and Practice for Documentary Credits (UCP 600), covering the full contract value; or An **Irrevocable Standby Letter of Credit (SBLC), Transferable, Unconditional, and Revolving**, issued by a first-class international bank acceptable to the Seller, operative, valid, and enforceable under ICC Uniform Rules for Demand Guarantees (URDG 758) or UCP 600, covering the full contract value. In both cases, the instrument must be available for payment at sight against presentation of shipping documents, including but not limited to SGS inspection certificate, Bill of Lading, and other export documentation required at the port of origin.
12. The Buyer issues **SWIFT MT 700** or **SBLC-MT 760** by a top-tier bank in the **top 50**, see link: <https://accuity.com/resources/bank-rankings/>
13. The Seller provides Proof of Product (POP) via bank-to-bank communication.
14. The Seller's bank issues a **2% Performance Bond (PB)** within ten (10) banking days after confirmation of **DLC** or **SBLC** from the Seller's bank, only for a contract.
15. The Seller arranges for product shipment within 30 to 40 days after the Seller's bank approves and confirms the **DLC** or **SBLC** for both test and regular monthly orders.
16. Subsequent shipments will be made within 30 business days of receiving payment via **DLC** or Or, if the seller issues an **SBLC** as collateral, payment must be made via **MT-103 Cash Transfer** to the Seller's account ..
17. For each shipment, the Seller will provide all necessary original shipping documents, which will be sent to the Buyer's bank via the Seller's bank for payment. Additionally, the original document package will be dispatched to the Buyer via DHL or an equivalent courier service.
18. Total net weight: **27 metric tons (MT)** per **40-foot refrigerated container**, with tracking number (TR) on each box. Labeling will be in English and include the country barcode in both English and the local language


All bank instruments will be governed and interpreted according to the legislation of the country of the issuing bank and issued according to the rules, regulations and practices established by the **International Chamber of Commerce (ICC), & UCP-600**, last edition.

In case of any breach of the terms of payment in this contract, any term shall be stipulated.



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
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- This procedure is for **Swift MT 700** or **SBLC-MT 760** instruments, they will carry the same procedure.
- Financial instruments shall be transferable divisible confirmed operative on sight.
- The seller may place as beneficiary any company of the seller group according to the bank availability at that time, always being the seller the spa issuing company.
- The **PB 2%** for trial or spot will not be sent by the seller.
- Only **2% PB** will be sent for annual contracts and once the instrument is received and confirmed by the seller's bank never before receiving the instrument.


PRODUCT DOCUMENTATION PER SHIPMENT


A complete set of the following documents will be issued for payment.


Each container will have an independent set of documents:

- Ocean Marine Clean Bills of Lading – Issued by the ship captain or their agent at the port of loading, made to order, blank endorsed, marked "Freight Prepaid", and notified to the Buyer. The document will include the contract details of the shipping agent at the destination **Port in China** and will be provided in three (3) originals and three (3) copies.
- Commercial Invoice – Each invoice will be originally signed and stamped by the Seller, detailing:
 - Product name
 - Guarantee number
 - Bill of Lading (B/L) number and date
 - Quantity loaded
 - Invoice value
 - Port of loading
- Weight and Quality Inspection Certificates – Issued by SGS at the port of shipment, confirming that the goods meet the contract specifications regarding type, quality, and quantity
- Certificate of Origin – Issued or endorsed by the **Brazilian Chamber of Commerce**. 
- Insurance Certificate – Covering 110% of the total invoice value, including:
 - All risks
 - War risk
- Packing List – Indicating the corresponding number on the Ocean Bill of Lading.
- Certificate of Payee – Confirming that copies of all shipping documents were sent to the Buyer's bank and office, and that hard copies were dispatched via courier.
- Declaration of Packaging Material – Certifying that no wood-based packaging materials were used.
- Health Certificate (New Format) – Including Phytosanitary and Dioxin test results, issued by the Ministry of Agriculture of **Brazil** in one (1) original and three (3) copies, signed by an official authority.
- Halal Certificate – One (1) original and three (3) copies, accompanied by a letter of commitment from the slaughterhouse.
- Certification of Company and Export Declaration.



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- HACCP, ISO, or GACC (AQSIQ) Certification.
- Non-wooden Certificate – One (1) original and three (3) copies.

For and on behalf of **THE SELLER**
(Company Seal)

For and on behalf of **THE BUYER**
(Company Seal)

Name: **Mr. VICTOR C. ROJAS, ENG.**
CEO-PRESIDENT of all **VCR Group**
companies.
Passport N°: BH561827 of Colombia
RNE N°: V-928295-0 of Brazil
NIF N°: 328.041.637 of Portugal
NIE N°: Z0248637-N of Spain
Email: victor.ceo@vcrconstrucoes.com
or info@vcrconstrucoes.com

Name:
Att.: Mr. _____, CEO
Passport N°:
Email:


**COMPLETE BANKING INFORMATION REQUIRED TO RECEIVE THE
SWIFT MT700 or Swift MT-760 or via SWIFT MT 103 Cash Transfer**


Banking coordinates designated for the receipt of funds via **SWIFT MT 700 – Irrevocable Unconditional DLC** or **SBLC-MT 760 – Irrevocable Unconditional SBLC** in the amount of **USD 1,107,000.00 (One million one hundred seven thousand US dollars)**, for the **Trial Order**, or.


These same banking details shall also be used for the receipt of the **Annual Contract Guarantee**, either through a **SWIFT MT 700 – Irrevocable Unconditional DLC** or **SBLC-MT 760 – Irrevocable Unconditional SBLC** in the amount of **USD \$ 5,535,000.00 (Five million five hundred thirty-five thousand US dollars)**.

BANK NAME	CAIXABANK - SPAIN
BANK ADDRESS	Agency N°: 9055, Alberto Alcocer 1-3 Madrid-Spain, ZIP 28036
ACCOUNT NAME	VCR CONSTRUCCIONES Y COMERCIO S.L. – NIF N° B75715623
ACCOUNT NUMBER	0049 7918
IBAN CODE	ES35 2100 9055 1602 0049 7918
BIC / SWIFT CODE	CAIXESBBXXX
BANK OFFICER	Francisco Alfonso González Herrera / +34 686 731 740 franciscoalfonso.gonzalez@caixabank.com.es



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COMMERCIAL REG. NIF N°: B75715623
PHONES N°: +34 674638706 SPAIN / +55 11 994134475 BRAZIL /
+351 93 937 4259 PORTUGAL
BANK NAME: **SANTANDER BANK**
BANK ADDRESS: BRAVO MURILLO, 331. MADRID-SPAIN
ZIP CODE N°: 28020
AGENCY N°: 2661
SWIFT IBAN N°: ES45 0049 2661 4225 1447 2284
SWIFT CODE N°: BSCHESMM
BANK OFFICER(S): RODOLFO PINTADO MOLINA
EMAIL OFFICER 1: RODOLFO.PINTADO@GRUPOSANTANDER.ES
PHONE OFFICER N°: +34 691 51 23 30

**Or FIDUCIARY AGENT - EUROPEAN DIGITAL SECURITIES EXCHANGE S.V. SA. accounts
in Madrid-Spain or FIDUCIARY AGENT - KUWAIT FINANCE HOUSE BSC in BAHRAIN**

BANK NAME: EUROPEAN DIGITAL SECURITIES EXCHANGE S.V. SA
ADDRESS: CALLE JOSE ABASCAL 45, MADRID, SPAIN
BIC: EDSXESM2XXX
IBAN: ES3674150001050000000001
SWIFT CODE: EDSXESM2
BANKER NAME: MR. SANTIAGO NAVARRO
BANKER EMAIL: santiago@portfolio.exchange

Or

BANK NAME: KUWAIT FINANCE HOUSE BSC
ADDRESS: BLDG. 2495 ROAD 2832 AL SEEF DISTRICT 323 MANAMA,
BAHRAIN
BIC: TBA
IBAN: TBA
SWIFT CODE: AUBBBHBMXXX (Logical terminal X)
BANKER NAME: Mr.
BANKER EMAIL: