



SCO & PROCEDURE

Code Number: VCR S.L.- 05/05/2026

To:

Att: Mrs.

Via: Mr. **Rigoberto Vera**, acts as the Business Strategy Representative in South America

We, [VCR CONSTRUCCIONES Y COMERCIO S.L. \(VCR - Spain\)](#) as a company of [VCR GROUP](#), represented by Eng. [VICTOR ANTONIO CARVAJAL ROJAS - CEO](#), we issue this document SOFT CORPORATE OFFER (SCO), confirms on your behalf and with full responsibility and penalty of perjury, that we have the authority and legal right to sell **EN-590 of** Kazhastan or Azerbaijan origin in accordance with the terms and conditions detailed below:

PRODUCT : **Sulphur Granular**
 SPECIFICATION: 99.5%(dry basis)
 ORIGIN : **Turkmenistan, or Kazhastan or Azerbaijan**
 TRIAL ORDER: 50,000 MT (Spot)
 ANNUAL CONTRACT: 100,000 MT /Month by One year with possible Roll &Extensions
 CONTRACT TERMS: 12 deliveries monthly + R&E.
 PRICE : **\$ 375,00 USD per Metric Ton payable by BUYER.**
 TOTAL QUANTITY: 1,250,000.00 Tons
 LOADING PORT: port of Ust-Luga (Russia, Baltic Sea), Port of Batumi (Georgia, Black Sea), Port of Taman (Russia, Black Sea), Port of Kavkaz (Russia, Black Sea) or others Ports
 PERFORMANCE BOND: 2% PB OF THE FIRST MONTH SHIPMENT VALUE (CIF ONLY)
 INCOTERMS: **C.I.F. Bahodopi Port in Sulawesi, Indonesia - IDBAH; or ASWP (Any Safe World Port)**
 SHIPPING PERIOD: Depends on Buyer destination port.
 INSPECTION: SGS (Societe Generale De Surveillance) / Or equivalent
 INSURANCE: PAID BY SELLER COVERING 110% OF SHIPMENT VALUE
 PAYMENT TERMS: MT103/TT, SBLC (Unconditional and Confirmed)
 CURRENCY PRICES AND FESS: All in U.S.A. (U.S. Dollar) currency
 PAYMENT FEES: All fees for intermediaries to SELLER GROUP and BUYER GROUP will be paid by Seller

(Optional)

Delivery Month	SPOT	1°	2°	3°	4°	5°	6°	7°	8°	9°	10°	11°	12°
Quantity MT	50.000	100.000	100.000	100.000	100.000	100.000	100.000	100.000	100.000	100.000	100.000	100.000	100.000

REMARKS:

- The Buyer must issue the **Irrevocable SBLC unconditional confirmed under ISP98 (ICC Publication N° 590)** by the value of **Usd \$18,750,000.00 (Eighteen million seven hundred fifty Us Dollars)** to guarantee the Trial Order, And in the sequence, it must **increase this SBLC via Swift 767 to Usd \$37,500,000 (thirty-seven million five hundred US dollars)** to guarantee the annual contract for a minimum of (12) months, for which **VCR - Spain** sends the **Sulphur Granular** in **CIF condition** to a **Bahodopi Port in Sulawesi, Indonesia - IDBAH** or ASWP (Any Safe World Port) serving ships of approximately 60 thousand tons.
- Must release the payment **via Mt103 cash transfer** against SGS at the port oorigin. (SGS should be contracted by the buyer).



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PROCEDURE CIF :

NOTE: The final buyer must provide the COMPANY PROFILE (final buyer) and the TSA (or CPA) "Fresh" in order to conduct an initial Due Diligence, together with complete banking details demonstrating payment capacity, and a Bank Comfort Letter (BCL) or a Ready, Willing and Able (RWA – fresh, one bank day) issued by a top-tier bank. In the event that the buyer's bank is not ranked within the world's Top 50, a correspondent bank within the global Top 25 must be indicated for the amount of the first delivery. This documentation must be duly signed and stamped by the final buyer, clearly stating his/her position within the company. All documents must be sent from the buyer's corporate email address to our corporate email.

SELLER's mandate issues SCO and transaction procedure to the BUYER

The BUYER accepts the SCO and procedure in writing and send SELLER's mandate via its official representative and your agent.

LETTER OF INTENT (L.O.I.) with business letterhead: Please ensure the "LOI" includes product, quantity / volume and with full bank coordinates that have the ability to pay and CIF delivery location needs along with full contact info and website company. SELLER issues FCO to final BUYER via its official representative and your agent.

STEP BY STEP OF THE PROCEDURE CIF :

After the acceptance of the SELLER'S FCO the contract negotiations start:

1. BUYER's issue full KYC/CIS and LOI, together with company certificate and passport page.
2. This Master Sale & Purchase Agreement (MSPA) is negotiated between BUYER and SELLER. After agreement on the content and conditions by both parties, SELLER will send this MSPA to BUYER.
3. The BUYER must sign within three (3) working days and send signed MSPA to SELLER in twofold. SELLER will return one countersigned copy. BUYER will formally confirm reception. Both parties lodge the fully executed MSPA with their respective banks.
4. SELLER issues Proforma Invoice together with double signed MSPA.
5. Within a maximum of three (3) working days after reception of the **PI - Proforma Invoice**, and signed **SPA**, BUYER's Bank shall issue Ready Willing and Able (RWA) **via MT799 Pre-advice** and email to SELLER's Bank stating BUYER readiness to **Irrevocable SBLC unconditional confirmed under ISP98 (ICC Publication N°. 590)** by the value of **\$18,750,000.00 (Eighteen million seven hundred fifty Us Dollars)** to guarantee the **Trial Order**, And in the sequence, it must **increase this SBLC via Swift 767 to Usd \$37,500,000 (thirty-seven million five hundred US dollars)** to guarantee **the annual contract** for a minimum of (12) months, BUYER Bank provides copy to SELLER for immediate confirmation and authentication.
6. Within five (5) working days after reception of the RWA MT 760 the SELLER sends the Partial Proof of Product (PPOP) documents given below:
 - Statement of Availability of The Product
 - Commitment To Supply the Product from the Refinery
 - Dip Test Product Passport Analysis Report



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7. BUYER will confirm reception of documents in writing.

8. Within three (3) working days after reception of documents the BUYER's Bank issues **an Irrevocable SBLC unconditional confirmed under ISP98 (ICC Publication N° 590)** by the value of **\$18,750,000.00 (Eighteen million seven hundred fifty Us Dollars)** to guarantee the **Trial Order**, And in the sequence, it must **increase this SBLC via Swift 767 to Usd \$37,500,000 (thirty-seven million five hundred US dollars)** to SELLER's nominated Bank.

9. Within Eight (8) working days, upon receipt of the **MT760 - Irrevocable SBLC unconditional confirmed under ISP98 (ICC Publication N° 590)**, the SELLER is to issue Performance Bond (**PB**) **2%** (two percent). This only applies to the SBLC issued to guarantee the annual contract.

10. Within one (1) working day after issuing the **MT760 - Irrevocable SBLC unconditional confirmed under ISP98 (ICC Publication N° 590)** and receiving PB, BUYER will make available full details of the Receiving Port of Discharge (POD) including harbor master credentials, shipping agency and Inspection Company to SELLER

11. Upon SELLER's bank successful reception of BUYER's MT760 - Irrevocable SBLC unconditional confirmed under ISP98 (ICC Publication No. 590), SELLER starts loading the product and send **Proof of Product (POP)** documents in BUYER's company name to BUYER as given below:

- 11.1. Bill of Lading.
- 11.2. Quantity and quality certificates as issued at Loading Port by SGS.
- 11.3. Certificate of origin.
- 11.4. Export License issued by the Ministry of Energy.
- 11.5. Signed commercial invoice + packing list based on the delivered quantity/quality.
- 11.6. Insurance certificate.
- 11.7. Allocation certificate.
- 11.8. Vessel Q88.
- 11.9. Charter party Agreement (CPA).
- 11.10. Ullage report.
- 11.11. Cargo manifest.
- 11.12. N.O.R and E.T.A.

12. SELLER clears vessels from the Commercial Terminal, BUYER confirms shipping documents with ship master while SELLER effects delivery to BUYER's destination accordingly to MSPA schedule. Vessel sails to BUYER's choice Port-of-Discharge (POD). Upon arrival at BUYER's POD, vessel announces arrival to Port Authority/Navy and BUYER's Shipping Agency.

13. At the arrival to the Port of Destination, BUYER conducts SGS Inspection. After successful discharge and SGS Inspection Report, SELLER will issue final Commercial Invoice.

14. BUYER will transfer by SWIFT MT103 within 72 (seventy-two) hours after reception of final Commercial Invoice

Important Points:

- Payment is made AFTER DELIVERY at the port of origin.
- NO UPFRONT CHARGES.

VALIDITY OF THIS OFFER: 8 days

Buyer's signature accepting this SCO

Signed by:

Att: Mr.



BRAZIL - PORTUGAL - SPAIN
Mr. VICTOR C. ROJAS, ENG.
CEO of all [VCR GROUP](#) companies.
Passport N° AR893143 of Colombia
RNE N°: V-928295-0 of Brazil
NIF N°: 328.041.637 of Portugal
NIE N°: Z0248637-N of Spain



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Banking Information to receive for Trial Order, and/or for Guarantee the annual contract via **Swift Mt 760 Irrevocable SBLC unconditional confirmed under ISP98 (ICC Publication N°. 590),**

Seller's Banking Details:

ROUTE to receive **SBLC** from **Buyer's Bank** via RMA [KFH-Bahrain](#) to [EDSE- Spain](#)

FIDUCIARY ACCOUNT ORGANIZING/"ARRANGER" AGENT OF VCR GROUP

[KUWAIT FINANCE HOUSE BSC](#)

BANK NAME:



ADDRESS:

BLDG. 2495 ROAD 2832 AL SEEF DISTRICT 323 MANAMA, BAHRAIN

SWIFT/BIC code:

AUBBBHBMXXX (Logical terminal X)

BANK NAME:



[EUROPEAN DIGITAL SECURITIES EXCHANGE S.V. SA](#)

Bank regulated by the Central Bank of Spain (see here code 7415 [Central Bank of Spain](#)),

Bank regulated by the National Securities Market Commission of Spain (see here: [CNVM](#))

ADDRESS:

CALLE JOSE ABASCAL 45, FLOOR 6 28003 MADRID, SPAIN

SWIFT/BIC code:

EDSXESM2XXX (Logical terminal X)

AND FOR RECEIVE PAY VIA MT 103 CASH TRANSFER FOR EACH DELIVERY OF THE CONTRACT

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

Mr. Francisco Alfonso Gonzáles Herrera / +34 686 731 740

franciscoalfonso.gonzalez@caixabank.com

Or

BANK NAME



[SANTANDER BANK - SPAIN](#)

BANK ADDRESS

Agency N°: 2661, Bravo Murillo, 331. Madrid-Spain, ZIP 28020

ACCOUNT NAME

VCR CONSTRUCCIONES Y COMERCIO S.L. - NIF N° B75715623

ACCOUNT NUMBER

1447 2284

IBAN CODE

ES45 0049 2661 4225 1447 2284

BIC / SWIFT CODE

BSCHEM

SORT CODE

401199

BANK OFFICER

Mr. Rodolfo Pintado Molina / +34 691 51 23 30

rodolfo.pintado@gruposantander.es





Technical Data Sheet — Granular Sulphur (Origin: Kazakhstan)

Parameter	Typical Specification	Remarks
Purity (S)	99.80% – 99.95%	High industrial purity
Ash Content	≤0.05%	Low solid impurities
Acidity (as H ₂ SO ₄)	≤0.03%	Meets chemical standards
Organic Matter	≤0.05%	Minimal organic contamination
Moisture	≤2%	Suitable for storage and transport
Particle Size	0.5 – 4 mm	Uniform granules
Color	Bright yellow	Visually appealing
Packaging	1 MT jumbo bag / bulk	Flexible according to requirement
Main Applications	Fertilizers, chemicals, metallurgy, refining	Versatile industrial use



Granular Sulphur (Origin: Kazakhstan)

