

SALES AND PURCHASE AGREEMENT

UREA FERTILIZER – AGRICULTURAL GRADE 46% PRILLED

SUGAR ICUMSA 45

XXXXX MT

TRANSACTION CODE AND REFERENCE NUMBER:

DATE OF ISSUE :
BUYER'S CODE :
SELLER'S CODE :

EXPIRY DATE : 7 DAYS (IF PROCEDURE DOES NOT START AND TAKE PLACE)

AS THE SELLER:

COMPANY : I.C.U. INTERNATIONAL C.S. LTD.
REGISTRATION NO : 513106849
COUNTRY OF REGISTRATION: ISRAEL
ADDRESS : P.O.B. 1108
CITY : BAT - YAM
COUNTRY : ISRAEL 59110
TELEPHONE : + 972 523 53 53 53
TELEFAX : + 1 302 340 2507
EMAIL : icu.int@gmail.com
REPRESENTED BY : MR. UZI CARMEL
DESIGNATION : PRESIDENT
PASSPORT NO : 9223572
ISSUING COUNTRY : ISRAEL

ALTERNATE SELLER:

OCCASIONALLY, DUE TO RESTRICTIONS PUT BY SELLER'S INSURERS (SUCH AS PAYING BANK AND/OR SHIPMENT DESTINATION AND/OR OTHERS), DEPENDING UPON EACH TRANSACTION SPECIFICALLY, IT MAY BE NECESSARY FOR THE SELLER, IN ORDER TO FACILITATE THE TRANSACTION, TO ACTIVATE A FELLOW SELLER TO COMPLETE THIS AGREEMENT.

AS THE BUYER:

COMPANY :
REGISTRATION NO :
COUNTRY OF REGISTRATION:
ADDRESS :
CITY :
COUNTRY :
TELEPHONE :
TELEFAX :
EMAIL :
REPRESENTED BY :
DESIGNATION :
PASSPORT NO :
ISSUING COUNTRY :

WHEREAS THE BUYER HEREBY MAKES AND CONFIRMS THAT THEY ARE READY, WILLING AND ABLE TO PURCHASE **UREA FERTILIZER – AGRICULTURAL GRADE 46% – PRILLED / SUGAR ICUMSA 45** UNDER THE TERMS AND CONDITIONS MENTIONED SUBJECT TO EXECUTION OF THE CONTRACT FOR THE PURCHASE OF THE SAID COMMODITY UPON CONSIDERATION OF THE MUTUAL AGREEMENT.

AND

Seller's Code:
Seller (sign&seal):

Buyer's Code:
Buyer (sign&seal):



Call: +972 523 53 53 53
Fax: +1 302 340 2507
Mail: icu.int@gmail.com
Visit: www.icu.exe.co.il

WHEREAS THE SELLER WITH FULL CORPORATE AUTHORITY AND RESPONSIBILITY HEREBY CERTIFIES, REPRESENTS AND WARRANTS THAT IT CAN FULFILL THE REQUIREMENTS OF THIS AGREEMENT AND PROVIDE THE PRODUCT.

BOTH PARTIES HEREBY AGREE AND COVENANT AS TO HONORING THE FOLLOWING TERMS AND CONDITIONS OF THIS AGREEMENT AS PER THE INTERNATIONAL CHAMBER OF COMMERCE ICC RULES FOR INTERNATIONAL TRADE.

ARTICLE 01 ~ PRODUCT NAME AND SPECIFICATIONS

THE COMMODITY SHALL BE CORRESPONDING AS PER INSPECTION CERTIFICATE ISSUED BY SGS OR COMPATIBLE WORLD CLASS INSPECTION ORGANIZATION AT PORT OF LOADING CONFIRMING THAT THE COMMODITY MEETS THE FOLLOWING TERMS:

PRODUCT & GRADE

**UREA FERTILIZER – AGRICULTURAL GRADE 46% PRILLED
SUGAR ICUMSA 45**

GUARANTEED SPECIFICATION

UREA

NITROGEN 46.0% BY WEIGHT MIN - MOISTURE 0.5% MAX FISHER METHOD - 0.3% MAX METHOD OF DRYING FRIABILITY 100 - BIURET 1% MAX BY WEIGHT - ANTI-CAKING AGENT 0.5% MAX - FREE AMMONIA 160 PXT, PPM MAX - PRILL 95% MAX - GRANULATION DIMENSION FROM 1-4 MM: 90% MIN - DIMENSION LESS THAN 1 MM: ABSENCE - MELTING POINT 132 DEGREE C - COLOUR PURE WHITE PRILLED - RADIATION CERTIFIED NON-RADIOACTIVE - 100% FREE FLOWING - FREE FROM HARMFUL SUBSTANCES

SUGAR

COMMODITY: WHITE REFINED CANE SUGAR
POLARIZATION: 99.80 DEGREES MIN
ASH CONTENT: 0.08 MAX
ICUMSA: 45 RBU MAX (Brazil S.G.S. Scale).
SOLUBILITY: 100% DRY AND FREE FLOWING
COLOUR: SPARKLING WHITE
MAX 45 ICUMSA ATTENUATION INDEX UNITS (Icumsa method No: 4-1978).
RADIATION: WITHIN INTERNATIONALLY ACCEPTED LIMITS
GRANULATION: FINE CRYSTAL
MOISTURE: 0.8% MAX
MAGNETIC PARTICLES: 4 MG/K
SO₂: 70 MG/K
ASH BY ELECTRICAL CONDUCTIVITY: 0.04% MAX (on dry weight basis)
SULPHUR DIOXIDE: 20 MG/KG MIN
SEDIMENTS: NONE
FREE OF: ANY SMELL
REDUCING SUGAR: 0.05% MAX BY WEIGHT
HPN STAPH AUREUS: NIL
MAX AS: 1 P.P.M.
MAX PS: 2 P.P.M.
MAX CU: 3 P.P.M.
SUBSTANCE: SOLID CRYSTAL

ARTICLE 02 ~ ORIGIN

CIS COUNTRIES, RUSSIAN FEDERATION OR UKRAINE, AT SELLER'S OPTION
BRAZIL

Seller's Code:
Seller (sign&seal):

Buyer's Code:
Buyer (sign&seal):

SELLER'S BANK AND SHALL HAVE THE RE-IMBURSEMENT INFORMATION AND RE-IMBURSEMENT BANK.

PRIOR TO OPENING OF THE LETTER OF CREDIT THE SELLER SHALL RECEIVE THE WORDING OF THE DOCUMENTARY LETTER OF CREDIT FOR VERIFICATION BY THE SELLER BANK TO AVOID UNNECESSARY BANK-CHARGES. THE DOCUMENTARY LETTER OF CREDIT IS SUBJECT TO THE UNIFORM RULES AND PRACTICE FOR DOCUMENTARY CREDITS UCP 500 ISSUED BY ICC.

LETTER OF CREDIT TERMS

PARTIAL SHIPMENT AND TRANSSHIPMENT NOT ALLOWED.
SHIPPING DOCUMENTS PRESENTED WITHIN 21 (TWENTY-ONE) DAYS AFTER THE DATE OF THE BILL OF LADING BUT WITHIN LETTER OF CREDIT VALIDITY ARE ACCEPTABLE.

QUANTITY AND AMOUNT OF LETTER OF CREDIT ($\pm 5\%$) PERCENT ALLOWED.
DOCUMENTS WORDING (PCT) OR (%) OR (0/0) OR (PERCENT) IS ACCEPTABLE.
AMENDMENT CHARGES WILL BE AT FAULTY PARTY'S ACCOUNT.

ARTICLE 08 ~ PERFORMANCE BOND

THE SELLER AGAINST THE BUYER'S NON-OPERATIVE LETTER OF CREDIT WILL POST A BOND EQUIVALENT TO THE SUM OF 2% OF THE SHIPMENT VALUE.

ARTICLE 09 ~ PRODUCT DOCUMENTATION

POP DOCUMENTATION:

- PROPERTY CERTIFICATION.
- PRODUCT CLASSIFICATION ISSUED BY THE AGRICULTURAL MINISTRY OR OTHER QUALIFIED INSTITUTION.
- TECHNICAL PRODUCT CERTIFICATION.
- FORMAL AND OFFICIAL DECLARATION THAT THE PRODUCT IS FREE NEGOTIABLE OF ANY FINANCIAL OBLIGATION, FEDERAL, STATE AND MUNICIPAL TAXES, LITIGATIONS, CAUTION OR LEGAL ALIENATION, ONLY FOR EXPORT DESTINATION, WITH DELIVERY TO THE BUYER WITH ACCORDANCE WITH THE DELIVERY SCHEDULE.

TO UNBLOCK THE PAYMENT INSTRUMENT:

- COMMERCIAL INVOICE.
- OCEAN BILL OF LADING MARKED "FREIGHT PREPAID" AND CLEAN ON BOARD ISSUED TO THE ORDER OF AND CONSIGNED TO
- CERTIFICATION OF WEIGHT AND QUALITY ISSUED BY SGS.
- SHIPPING COMPANY STATEMENT CONFIRMING THAT THE AGE OF VESSEL DOES NOT EXCEED TWENTY (20) YEARS AND FIRST CLASS P&I CLUB COVERED.
- INSURANCE CERTIFICATE.
- PHYTOSANITARY CERTIFICATE DECLARING THE PRODUCT FIT FOR HUMAN CONSUMPTION.
- BENEFICIARY'S AND HARD COPIES HAVE BEEN SENT BY DHL OR SIMILAR.
- PACKING IS SHOWING GROSS/NET WEIGHT AND NUMBER OF OCEAN BILL OF LADING.

ARTICLE 10 ~ OTHER CONTRACT CONDITIONS

SHIPMENT IN VESSELS CLASSIFIED LLOYDS 100-1 A OR EQUIVALENT.
SELLERS TO NOMINATE VESSEL MIN 05 (FIVE) DAYS BEFORE ETA FOR LOADING.
SELLER TO NOMINATE SHIP AGENT AT DISCHARGE PORT BEFORE ETA FOR LOADING.

Seller's Code:
Seller (sign&seal):

Buyer's Code:
Buyer (sign&seal):

ARTICLE 11 ~ CONTRACT PROCEDURES

1. BUYER ISSUES LOI + BCL.
2. BUYER RECEIVES THE CONTRACT ADJUSTED TO HIS NEEDS, SIGNS & SEALS AND RETURNS IT TOGETHER WITH A COPY OF BUYER'S COMPANY REGISTRATION CERTIFICATE & A COPY OF THE PASSPORT OF THE AUTHORISED TO SIGN ON BEHALF OF THE BUYER.
3. SELLER RETURNS THE CONTRACT BY EXCHANGING IT BY FACSIMILE OR EMAIL ATTACHMENT, DULY SIGNED AND SEALED. THE DRAFT COPY WILL BE DEEMED LEGAL UNTIL HARD COPIES EXCHANGED. THIS WILL NOT DELAY THE BUYER IN ISSUING THE LETTER OF CREDIT.
4. WITHIN 3 BANKING DAYS BUYER'S BANK ADVISE POF TO SELLER'S BANK.
5. WITHIN 10 BANKING DAYS SELLER'S BANK ADVISE POP TO BUYER'S BANK.
6. WITHIN 3 BANKING DAYS FROM DATE OF BEING ADVISED THE POP, THE BUYER WILL ISSUE TO SELLER'S BANK THE NON-OPERATIVE LETTER OF CREDIT.
7. WITHIN 10 BANKING DAYS OF RECEIVING THE NON-OPERATIVE LETTER OF CREDIT THE SELLER'S BANK WILL POST 2% OPERATIVE PERFORMANCE BOND GUARANTEE WHICH WILL ACTIVATE THE BUYER'S LETTER OF CREDIT.
8. HARD COPIES OF THE CONTRACT ARE EXCHANGED.
9. WITHIN 45 DAYS OF THE SELLER RECEIVING THE PAYMENT INSTRUMENT DELIVERY AND SHIPMENT COMMENCE AS PER SCHEDULE MUTUALLY AGREED.

MISCELLANEOUS

UPON SIGNING THIS CONTRACT ALL PREVIOUS NEGOTIATIONS AND ALSO ALL PREVIOUS CORRESPONDENCE IS TO BE CONSIDERED NULL AND VOID. CHANGES TO THE TERMS AND CONDITIONS OF THIS CONTRACT MUST BE IN WRITING AND AGREED TO IN WRITING BY ALL PARTIES INVOLVED. THIS CONTRACT SHALL BE LEGAL AND BINDING UPON SIGNATURE OF THE FAXED/E-MAIL COPIES AND UPON RECEIPT OF THE COUNTERSIGNED FAXED/E-MAIL COPY. CARBON COPIES CANNOT BE USED AND WILL NOT BE ACCEPTED. DOCUMENTS IN OTHER THAN ENGLISH LANGUAGE ARE NOT ACCEPTABLE.

ARTICLE 12 ~ VESSEL DISCHARGE & TERMS OF DELIVERY

VESSEL DISCHARGE

IN ACCORDANCE WITH THE TERMS AND CONDITIONS STATED IN THE TIME CHARTER PARTY AGREEMENT WITH A MINIMUM GUARANTEED DISCHARGE RATE OF 3.000 METRIC TONNES (± 5%) PER DAY (PWWDFHEXEIU)

TERMS OF DELIVERY

THE DATE OF THE BILL OF LADING SHALL BE CONSIDERED THE DATE OF THE SHIPMENT AND DELIVERY. THIRD PARTY BILL OF LADING SHALL BE ACCEPTABLE.

THE SHIPMENT SHALL BE AS PER AGREEMENT TO THIS CONTRACT IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE CONTRACT.

TERMS AND CONDITIONS OF THE CHARTER PARTY SHOULD COMPLY WITH THE TERMS AND CONDITIONS AS CONTAINED HEREIN. SHOULD ANY TERMS OR CONDITIONS OF THE CHARTER PARTY CONFLICT WITH THIS CONTRACT, THE TERMS AND CONDITIONS WITHIN THIS CONTRACT SHALL PREVAIL.

ALL SUPERVISION CHARGES AT PORT OF UNLOADING ARE FOR THE BUYER'S ACCOUNT, ANY TAXES OR LEVIES AT PORT OF LOADING ARE ON THE SELLER'S ACCOUNT.

Seller's Code:
Seller (sign&seal):

Buyer's Code:
Buyer (sign&seal):

ARTICLE 13 ~ PRODUCT INSURANCE

ALL RISK MARINE INSURANCE POLICY TO BE COVERED BY THE SELLER.
SHIPMENT EFFECTED BY VESSEL OF NOT MORE THAN 20 YEARS OF AGE MAXIMUM.
OVERAGE PREMIUM OF VESSEL WHICH IS OLDER THAN 20 YEARS OLD, IF ANY,
FOR BUYERS CARE AND SELLER'S ACCOUNT SUBJECT TO THE RATE STIPULATED
BY AN ACCEPTABLE INSURANCE COMPANY.

ARTICLE 14 ~ FORCE MAJEURE

FORCE MAJEURE IS DEFINED AS SITUATION/CONDITION SUCH AS ACTS OF GOD,
STORMS, FIRE, WAR, CIVIL WAR, MILITARY ACTION, GOVERNMENT EMERGENCY
ORDERS, STOP-ORDER OR STRIKE AS WELL AS TRANSPORTATION ACCIDENT,
EARTHQUAKE, TIDAL WAVES ETC. THE VALID FORCE MAJEURE CLOSE OF THE ICC
IS APPLIED TO THIS CONTRACT (INTERNATIONAL PROVISIONS OF FORCE
MAJEURE PUBLISHED BY ICC). THE SELLER AND BUYER SHALL NOT BE
RESPONSIBLE FOR THE NON-PERFORMANCE OF THIS CONTRACT IN CASE OF FORCE
MAJEURE, BUT, WHEN FORCE MAJEURE HAPPENS, THE SELLER OR BUYER MUST
IMMEDIATELY SEND WITHIN 15 DAYS THEREAFTER BY REGISTERED AIRMAIL TO
THE ANOTHER PARTY A CERTIFICATE OF FORCEMAJEURE ISSUED BY A COMPETENT
GOVERNMENT AUTHORITY AT THE PLACE WHERE THE FORCE MAJEURE OCCURED AS
EVIDENCE THEREOF. SHOULD THE EFFECT OF THE FORCE MAJEURE CONTINUE FOR
MORE THAN 120 CONSECUTIVE DAYS, THE BUYER AND THE SELLER SHALL
DISCUSS THROUGH FRIENDLY NEGOTIATION AS SOON AS POSSIBLE THEIR
OBLIGATION TO CONTINUE PERFORMANCE UNDER THE TERMS AND CONDITIONS OF
THIS CONTRACT. BOTH PARTIES AGREE THAT THE FORCE MAJEURE CLAUSE OF
ICC WILL BE APPLICABLE.

ARTICLE 15 ~ CONTRACT ARBITRATION

IF ANY DISPUTE HAPPENS, THE TWO PARTIES AGREE TO TRY THEIR UTMOST TO
SOLVE IT BY FRIENDLY NEGOTIATION. IF THE DISPUTE PROVES IMPOSSIBLE TO
SETTLE, ALL DISPUTES ARISING OUT OF OR IN CONNECTION WITH THE PRESENT
CONTRACT SHALL BE FINALLY SETTLED UNDER THE RULES OF ARBITRATION OF
THE INTERNATIONAL CHAMBER OF COMMERCE + THE DISPUTED MATTER WILL BE
SUBJECT TO ARBITRATION BY AN ARBITRATOR IN LONDON, UNITED KINGDOM
UNDER ICC RULES AND REGULATIONS. THE LOSING PARTY WILL PAY THE
ARBITRATION FEE. IT IS UNDERSTOOD THAT IN THE EVENT OF DISPUTE OR
ARBITRATION, ENGLISH SHALL PREVAIL. THE AWARD OF THE ARBITRATOR SHALL
BE FINAL AND BINDING FOR BOTH PARTIES.

ARTICLE 16 ~ EXECUTION OF CONTRACT

EACH OF THE PARTIES TO THIS CONTRACT REPRESENTS THAT IT HAS FULL
LEGAL AUTHORITY TO EXECUTE THIS CONTRACT AND THAT EACH PARTY IS TO BE
BOUND BY THE TERMS AND CONDITIONS AS SET FORTH HEREIN. EACH PARTY
AGREES THAT CONTRACT MAY BE EXECUTED SIMULTANEOUSLY BY AND BETWEEN
THE PARTIES VIA FAX OR FACSIMILE TRANSMISSION, EACH OF WHICH SHALL BE
DEEMED AS ORIGINAL NATURE. THIS CONTRACT REPRESENTS THE ENTIRE
AGREEMENT BETWEEN THE PARTIES AND ANY CHANGE WILL BE MADE IN WRITING,
EXECUTED BY BOTH PARTIES.

ARTICLE 17 ~ CONFIDENTIALITY

BUYER AND SELLER RESPECT THE CONFIDENTIAL NATURE OF THIS AGREEMENT
AND AGREE TO MAINTAIN IN STRICTEST CONFIDENCE THE NAMES OF THE
PARTIES WHOSE IDENTITIES MAY BECOME KNOWN TO ONE ANOTHER THROUGH
EITHER THE TENDERING OF DOCUMENTS OR ASSEMBLY OF BANKING OR
GOVERNMENT APPROVALS. THE PARTIES AGREE TO MAINTAIN STRICT
CONFIDENTIALITY CONCERNING THE IDENTITIES OF THE PARTIES DIRECTLY OR
INDIRECTLY INVOLVED IN THIS TRANSACTION. BUYER AND SELLER ACCEPT AND
AGREE TO THE PROVISIONS OF THE INTERNATIONAL CHAMBER OF COMMERCE FOR
NON-CIRCUMVENTION AND NON-DISCLOSURE WITH REGARDS TO BUYER AND SELLER

BEING INVOLVED IN THIS CONTRACT, ADDITIONS, RENEWALS AND THIRD PARTY ASSIGNMENTS WITH FULL RECIPROCATATION. ALL DATA REMAIN THE PROPERTY OF THE PARTY WHO HAS BROUGHT THE RESPECTIVE DATA INTO THIS TRANSACTION. ANY OF THE PARTIES BREACHING THIS RULE WILL BE LIABLE FOR ANY DAMAGES RESULTING FROM SUCH ACTION, REGARDLESS OF WHETHER THEY ARE COMMITTED DELIBERATELY OR BY NEGLIGENCE. IN CASE OF BREACH OF THE RESPECTIVE RULES EMITTED, THE INTERNATIONAL CHAMBER OF COMMERCE IN LONDON, UNITED KINGDOM WILL BE APPLIED TO.

ARTICLE 18 ~ GOVERNING LAW

THE CONTRACT WILL BE GOVERNED, AND INTERPRETED IN ACCORDANCE WITH THE UNITED NATIONS CONVENTIONS FOR INTERNATIONAL SALE OF GOODS (UN CONVENTION). IN THE EVENT OF INCONSISTENCY BETWEEN THIS CONTRACT AND THE PROVISIONS OF THE UN CONVENTION, THIS CONTRACT WILL HAVE PRIORITY FOR THE PURPOSE OF ARTICLE 39, OF THE UN CONVENTION, A REASONABLE PERIOD OF TIME WILL BE DEEMED TO BE 05 (FIVE) DAYS. THIS CONTRACT SHALL FURTHER BE CONSTRUED IN ACCORDANCE WITH ICC RULES.

ARTICLE 19 ~ NON-COMPLIANCE PENALTY

BOTH PARTIES ALREADY HAVE AGREED BY MEANS OF THIS CONTRACT TO EXECUTE THE FOLLOWING:
If THE SELLER FAILS TO PERFORM UNDER THIS AGREEMENT, THE SELLER AGREES TO PAY TO THE BUYER A PERFORMANCE BOND EQUAL TO 2.0% (TWO PERCENT) OF THE VALUE OF THE DOCUMENTARY LETTER OF CREDIT.
IF THE BUYER FAILS TO PERFORM UNDER THIS AGREEMENT, THE BUYER AGREES TO PAY TO THE SELLER A SUM EQUAL TO 2.0% (TWO PERCENT) OF THE VALUE OF THE DOCUMENTARY LETTER OF CREDIT.

ARTICLE 20 ~ NON-CIRCUMVENTION "NCND"

THIS PRODUCT IS OFFERED FOR SALE SUBJECT TO THIS AGREEMENT TERMS AND CONDITIONS. PREVIOUS TRANSACTIONS, IF ANY, BETWEEN THE BUYER AND THE SELLER OR THEIR PARTIES SHALL AT NO TIME REFLECT ON THE TERMS AND CONDITIONS OF THIS AGREEMENT AND ACCEPTANCE OF THE PRODUCT BY THE BUYER SHALL BE CONCLUSIVE EVIDENCE BEFORE ANY COURT OF LAW OR ARBITRATION THAT THESE TERMS AND CONDITIONS APPLY.
SELLER AND BUYER AGREE NOT TO DO BUSINESS TOGETHER FOR FIVE (5) YEARS FROM THIS AGREEMENT WITHOUT PAYING BUYER AND SELLER REPRESENTATIVES THE AGREED CUSTOMARY COMMISSIONS. THIS CLAUSE IS EXTENSIVE TO ALL SUBSIDIARIES AND OR AFFILIATED COMPANIES. IT IS FURTHER AGREED THAT ANY INFORMATION OF BUYER AND SELLER CONTAINED IN THIS AGREEMENT IS TO BE HELD IN THE STRICTEST CONFIDENCE, AND ANY VIOLATION OF WHICH WILL RESOLVE IN THE IMMEDIATE CANCELLATION OF THIS AGREEMENT.

ARTICLE 21 ~ IMPLEMENTATION

WHILST SIGNATURE ON THIS CONTRACT CERTIFIES THE INTENTION OF BOTH PARTIES TO THE CONTRACT, THE TERMS OF THIS CONTRACT SHALL BECOME BINDING UPON BOTH PARTIES ONLY AT SUCH TIME AS THE FOLLOWING HAVE BEEN COMPLIED WITH, IN WRITING.

ARTICLE 22 ~ BANKING INFORMATION

SELLER'S BANKING DETAILS:

BANK NAME : BANK HAPOALIM LTD.
ADDRESS : 3 SHAPIRA ST.
CITY : ASHDOD
COUNTRY : ISRAEL
SWIFT CODE : POALILIT
BANK CODE : 12

Seller's Code:
Seller (sign&seal):

Buyer's Code:
Buyer (sign&seal):



I.C.U. International C.S. Ltd.

Call: + 972 523 53 53 53
Fax: + 1 302 340 2507
Mail: icu.int@gmail.com
Visit: www.icu.exe.co.il

BRANCH : 540
ACCOUNT NUMBER : 89257
ACCOUNT NAME : I.C.U. INTERNATIONAL C.S. LTD.
BANK OFFICER : MRS. Yael
BANK PHONE : + 972 - 8 - 86 88 903
BANK FAX : + 972 - 8 - 854 15 31

ALTERNATE CORPORATE BANK ACCOUNTS:

DUE TO DIFFERENT BANKING REGULATIONS AND PRACTICES AROUND THE WORLD, VARIOUS BANKING INSTRUMENTS ARE ACCEPTED BY SOME BANKS IN SOME COUNTRIES AND NOT ACCEPTED BY OTHERS. DEPENDING UPON THE FINANCIAL INSTRUMENT FINALLY ISSUED BY THE BUYER TO THE SELLER, IN ORDER TO FACILITATE THE TRANSACTION, IT MAY BE NECESSARY FOR THE SELLER TO USE A BANK OTHER THAN THAT ORIGINALLY DESIGNATED. DIRECT CONTACT WITH ANY BANK DESIGNATED BY THE SELLER WITHOUT FIRST GAINING WRITTEN PERMISSION FROM AN OFFICER OF THE SELLER WILL RENDER THIS CONTRACT NULL AND VOID.

BUYER'S BANKING DETAILS:

BANK NAME :
ADDRESS :
CITY :
COUNTRY :
SWIFT CODE :
ACCOUNT NAME :
ACCOUNT NUMBER :
BANK OFFICER :
BANK PHONE :
BANK FAX :

CONFIRMING BANK (TOP 50 AMERICAN/EUROPEAN ONLY):

BANK NAME :
ADDRESS :
CITY :
COUNTRY :
SWIFT CODE :

ARTICLE 23 ~ APPLICABLE LAWS AND DEFINITIONS

THIS CONTRACT SHALL BE GOVERNED BY AND DONE ACCORDING TO THE RULES OF THE INTERNATIONAL CHAMBER OF COMMERCE AND SUBJECT TO THE INTERPRETATION OF INCOTERMS 2000 EDITION AND AS AMENDED TO APPLY.

ARTICLE 24 ~ SPECIAL CLAUSES

THIS AGREEMENT BY FAX AND/OR E-MAIL SHALL BE DEEMED AS INVALID UNTIL SIGNED BY BOTH PARTIES. THIS AGREEMENT BY FAX AND/OR E-MAIL WILL REMAIN ENFORCEABLE AT ALL TIMES. THEREAFTER ANY ADDITIONS OR AMMENDMENTS WILL NOT BE VALID UNLESS REDERED AND SIGNED BY BOTH PARTIES VIA FAX AND/OR E-MAIL.

ARTICLE 25 ~ AGREEMENT SIGNATORIES

IN WITNESS THEREOF, BOTH PARTIES HAVE CAUSED THIS AGREEMENT TO BE SIGNED AND EXECUTED BY THEIR AUTHORIZED REPRESENTATIVES AND HAVE THEREBY UNDERSTOOD, AGREED AND ACCEPTED THE TERMS AND CONDITIONS SO STATED HEREIN WITH SIGNATURES AFFIXED BELOW ON THE FIRST DATE ABOVE WRITTEN.

FOR AND BEHALF OF THE SELLER :

Seller's Code:
Seller (sign&seal):

Buyer's Code:
Buyer (sign&seal):



Call:
Fax:
Mail:
Visit:

+ 972 523 53 53 53
+ 1 302 340 2507
icu.int@gmail.com
www.icu.exe.co.il

Authorized Signature:

Company : I.C.U. INTERNATIONAL C.S. LTD.
Name : UZI CARMEL
Designation : PRESIDENT
PASSPORT No : 9223572
Issuing Country: ISRAEL
Date :

FOR AND BEHALF OF THE BUYER :

Authorized Signature

Company :
Name :
Designation :
PASSPORT No :
Issuing Country:
Date :

Seller's Code:
Seller (sign&seal):

Buyer's Code:
Buyer (sign&seal):



Call: +972 523 53 53 53
Fax: +1 302 340 2507
Mail: icu.int@gmail.com
Visit: www.icu.exe.co.il

ADDEPTUM #1 L/C VERBIAGE

ISSUING BANK :
LETTER OF CREDIT # :
AMOUNT :
DATE OF ISSUE :
PRINCIPAL (BUYER) :
BENEFICIARY (SELLER):

LETTER OF CREDIT

WE,, ON ORDERING OF HEREBY ESTABLISH OUR CONFIRMED IRREVOCABLE REVOLVING DOCUMENTARY LETTER OF CREDIT NUMBER IN FAVOUR OF IN LIEU THE REFERENCE CONTRACT NUMBER FOR AN AMOUNT, OR AMOUNTS, NOT TO EXCEED USD +/-10% (UNITED STATES DOLLARS +/-10% ONLY) OVER THE FULL TERMS OF THE CONTRACT. THE LETTER OF CREDIT WILL BE OPENED TO COVER MONTHLY REVOLVING PARTS EACH FOR THE VALUE OF USD +/-10% (UNITED STATES DOLLARS +/-10%) AVAILABLE UPON PRESENTATION OF THE FOLLOWING AT BENEFICIARY'S COUNTER:

- A. THIS LETTER OF CREDIT.
- B. A DRAFT.
- C. SHIPPING DOCUMENTS AS AGREED PER CONTRACT NUMBER IN CLAUSE #9 OF THE CONTRACT.

THE BANK AND THE CLIENT FURTHER AGREE THAT THIS LETTER OF CREDIT SHALL BE IRREVOCABLE DURING ITS TERM.

THE LETTER OF CREDIT IS EFFECTIVE AS OF AND SHALL EXPIRE ON

ANY PORTION OF THIS LETTER OF CREDIT SHALL BE AVAILABLE UPON PRESENTATION OF THE ABOVE MENTIONED DOCUMENTS (A-C) ON OR BEFORE THE EXPIRATION DATE OF THIS LETTER OF CREDIT.

ALL DRAFTS MUST BE MARKED "DRAWN UNDER ISSUING BANK IRREVOCABLE CONFIRMED DOCUMENTARY LETTER OF CREDIT NUMBER DATE"

WHENEVER THIS LETTER OF CREDIT IS DRAWN UNDER AND IN COPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT, WE SHALL DULY HONOUR SUCH PAYMENT ORDER, AND ISSUE AN IMMEDIATE PAYMENT IN ACCORDANCE WITH YOUR PAYMENT INSTRUCTIONS.

THIS LETTER OF CREDIT IS SUBJECT TO THE MOST RECENT EDITION OF THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS, PUBLISHED BY THE INTERNATIONAL CHAMBER OF COMMERCE OF THE UNIFORM COMMERCIAL CODE.

THIS LETTER OF CREDIT IS CONFIRMED BY A TOP 50 USA OR EUROPEAN BANK.

THIS LETTER OF CREDIT BECOMES OPERATIVE UPON RECEIPT OF SELLER'S PERFORMANCE BOND INTO THE ACCOUNT OF MESSES

BANK OFFICER (1)

BANK OFFICER (2)

Seller's Code:
Seller (sign&seal):

Buyer's Code:
Buyer (sign&seal):



Call: + 972 523 53 53 53
Fax: + 1 302 340 2507
Mail: icu.int@gmail.com
Visit: www.icu.exe.co.il

ADDEPTUM #2 PERFORMANCE BOND VERBIAGE

DATE:
TO :
FROM:

GUARANTEE NUMBER

DEAR SIRs,

WE HAVE BEEN INFORMED THAT THE MESSRS HAS ENTERED INTO THE CONTRACT NUMBER DATED, WITH YOU FOR THE SUPPLY OF MT(THE PRODUCT)..... ON CIF(THE PORT)..... BASIS AND UNDERSTAND THAT ACCORDING TO THE CONDITIONS OF THE SAID CONTRACT A PERFORMANCE GUARANTEE IS REQUIRED AMOUNTING 2% OF THE VALUE OF EACH MONTH'S DELIVERY.

AT THE REQUEST OF THE PRINCIPAL, WE BANK IRREVOCABLY GUARANTEE WITH FULL BANKING RESPONSIBILITY TO PAY YOU ON FIRST DEMAND, IRRESPECTIVE OF THE VALIDITY AND EFFECTS OF THE ABOVE MENTIONED CONTRACT AND WAIVING ALL RIGHT OBJECTION AND DEFENCE ARISING THERE FROM, IN FAVOR OF IN ACCOUNT # WITH THE(BUYER'S BANK NAME & ADDRESS)..... ANY AMOUNT UP TO BUT NOT EXCEEDING IN AGGREGATE \$(-.....-)UNITED STATES DOLLARS, COVERING THE MONTHLY VALUE OF MAXIMUM MT(THE PRODUCT)..... UPON RECEIPT OF YOUR DULY SIGNED REQUEST FOR PAYMENT STATING MESSRS HAVE FAILED TO FULFIL THEIR CONTRACTUAL OBLIGATIONS.

THE TOTAL AMOUNT OF THIS INDEMNITY WILL BE REDUCED BY ANY PAYMENT EFFECTED HEREUNDER.

FOR THE PURPOSE OF IDENTIFICATION, YOUR REQUEST FOR PAYMENT IN WRITING HAS TO BE PRESENTED TO US THROUGH THE INTERMEDIARY OF A FIRST RATE BANK CONFIRMING THAT THE SIGNATURES THEREON ARE LEGALLY BINDING UPON YOU.

YOUR CLAIM IS ALSO ACCEPTABLE IF TRANSMITTED TO US IN FULL BY DULY ENCODED TELEX OR CABLE THROUGH A FIRST RATE BANK CONFIRMING WHAT YOUR ORIGINAL CLAIM HAS BEEN SENT TO US BY REGISTERED MAIL AND THAT THE SIGNATURES THEREON ARE LEGALLY BINDING UPON YOU. YOUR CLAIM WILL BE CONSIDERED AS HAVING BEEN MADE ONCE WE ARE IN POSSESSION OF YOUR WRITTEN REQUEST FOR PAYMENT OR THE TELEX OR THE CABLE TO THIS EFFECT AT OUR ABOVE ADDRESS.

OUR INDEMNITY IS VALID UNTIL,(IN WORDS)....., AND EXPIRES IN FULL AND AUTOMATICALLY IF YOUR CLAIM HAS NOT BEEN MADE ON OR BEFORE THAT DATE, REGARDLESS OF SUCH DATE BEING A BANKING DAY OR NOT.

THIS INDEMNITY IS SUBJECT TO THE UNIFORM RULES FOR DEMAND GUARANTEES, ICC PUBLICATION NO. 458, AND GOVERNED BY(STATE)..... LAW, PLACE OF JURISDICTION IS

BANK OFFICER (1)

BANK OFFICER (2)

Seller's Code:
Seller (sign&seal):

Buyer's Code:
Buyer (sign&seal):