



Brigcom Enterprise – Terms of Business

Effective from: 01-01-2025

These Terms of Business govern all export transactions conducted by Brigcom Enterprise. We offer both FOB (Free on Board) and CIF (Cost, Insurance, and Freight) to accommodate different buyer preferences. These terms are designed to ensure maximum security, transparency, and risk mitigation while facilitating smooth trade operations.

1. Buyer Verification & Documentation Requirements

All buyers must undergo a verification process before entering into any trade agreement to ensure compliance with international trade regulations and risk management.

A. New Buyers (First-Time Transactions)

New buyers must submit the following documents before order confirmation:

1. Company Registration Certificate – Issued by the local/state/national government.
2. Import License or IEC (Import-Export Code) – Authorized by the relevant government authority.
3. Taxpayer Identification Number (TIN/VAT/GST or equivalent) – As applicable in the buyer's country.
4. Bank Solvency Certificate – Issued by a reputable international or national bank, proving financial stability.
5. Letter of Intent (LOI) or Purchase Order (PO) – Stating the products, quantity, trade terms, and preferred Incoterms (FOB or CIF).
6. Proof of Previous Imports (if available) – Such as Bill of Entry or Import Declarations.
7. Authorized Signatory Letter – Confirming the person authorized to sign agreements on behalf of the company.
8. End-Use Certificate (if applicable) – For specific regulated commodities.

Failure to provide any of the above documents may result in rejection of the trade request.

B. Existing / Verified Buyers

Returning or verified buyers are required to submit an updated document set every six months or as requested. Based on the trade history and payment record, Brigcom Enterprise may offer relaxed payment terms.

2. Payment Terms & Security Measures

We offer multiple secure payment options, but the terms vary based on whether the buyer is new or verified.



A. Payment Terms for FOB (Free on Board) Transactions

For New Buyers:

- 30% Advance Payment at order confirmation.
- 70% Before Shipment, after receiving scanned copies of the Bill of Lading (B/L) and other shipping documents.
- Payment Methods: TT (Telegraphic Transfer) or Irrevocable LC at Sight.

For Verified Buyers:

- 20% Advance Payment, remaining 80% against scanned shipping documents.
- Payment Methods: TT, LC at Sight, or Deferred LC (Usance LC, subject to creditworthiness and trade volume).
- Buyers with consistent transaction history may be eligible for 30–45 days credit terms (case-by-case basis).

B. Payment Terms for CIF (Cost, Insurance, and Freight) Transactions

For New Buyers:

- 50% Advance Payment at order confirmation.
- 50% Before Arrival at Destination Port, against the Original Bill of Lading.
- Insurance coverage up to 110% of the invoice value included.
- Payment Methods: TT, Irrevocable LC at Sight.

For Verified Buyers:

- 30% Advance Payment, remaining 70% against shipping documents.
- Payment Methods: TT, LC at Sight, or Usance LC (subject to approval).

3. Pricing & Order Confirmation

- FOB & CIF Prices – Prices are quoted based on prevailing market conditions and are subject to fluctuation.
- Price Validity – Price quotes are valid for 30 days unless otherwise specified.
- Minimum Order Quantity (MOQ) – Product-specific MOQ applies. Large-volume buyers may be eligible for special pricing.
- Order Confirmation – Orders are confirmed only upon receipt of the required advance payment and a signed sales contract.



4. Quality Assurance & Certifications

A. Certifications Available

We maintain the following certifications to ensure product quality and compliance with international standards:

- APEDA (Agricultural and Processed Food Products Export Development Authority) Membership
- Spices Board of India Membership
- FSSAI (Food Safety and Standards Authority of India)
- ISO 22000:2018 (Food Safety Management System)
- Phytosanitary Certificate (as per the buyer's country requirements)
- Lab Reports & COA (Certificate of Analysis) upon request

B. Third-Party Inspection

Buyers may arrange a third-party quality inspection at their own cost before shipment. Inspection agencies must be internationally recognized (SGS, Bureau Veritas, or equivalent).

5. Shipping, Delivery & Logistics

A. Shipping Methods

- Sea Freight (Standard mode for bulk exports).
- Air Freight (For urgent shipments at an additional cost).

B. Delivery Time

- FOB: 15-30 days from order confirmation (varies by product & volume).
- CIF: Additional transit time based on the destination.

C. Port of Loading

- Mundra Port
- Hazira Port
- JNPT (Nhava Sheva) Port

D. Packaging Options

- Bulk Packaging: HDPE Bags, Kraft Paper Bags, PP Bags.
- Retail Packaging: Stand-up Pouches, Zip-lock Bags (customized as per buyer request).



6. Risk, Insurance & Liability

A. FOB Buyers

Buyers assume full responsibility for the goods once they are loaded onto the vessel. Brigcom Enterprise is not liable for damage or loss after the goods have been shipped.

B. CIF Buyers

Goods are insured up to 110% of invoice value.

Brigcom Enterprise ensures goods are delivered up to the agreed destination port but is not responsible for customs clearance at the buyer's country.

C. Force Majeure Clause

Brigcom Enterprise is not liable for delays or losses due to natural disasters, war, strikes, government restrictions, or unforeseen shipping disruptions.

7. Customs, Documentation & Clearance

A. Documents Provided for Each Shipment

Invoice
Packing List
Certificate of Origin
Phytosanitary Certificate (if required)
Bill of Lading (B/L)
Lab Reports & COA (upon request)

B. Customs Clearance Responsibilities

FOB Buyers: Responsible for customs clearance at the destination.

CIF Buyers: Brigcom Enterprise will handle export clearance, but the buyer must clear goods at their port.

8. Dispute Resolution & Governing Law

A. Governing Law

All transactions are governed by the laws of India, under the jurisdiction of Gujarat courts.

B. Arbitration

In case of disputes, both parties agree to resolve matters through international arbitration (ICC rules or any mutually agreed authority).



C. Blacklisting Clause

Brigcom Enterprise reserves the right to blacklist buyers who fail to comply with payment terms, provide fraudulent documents, or engage in unethical trade practices.

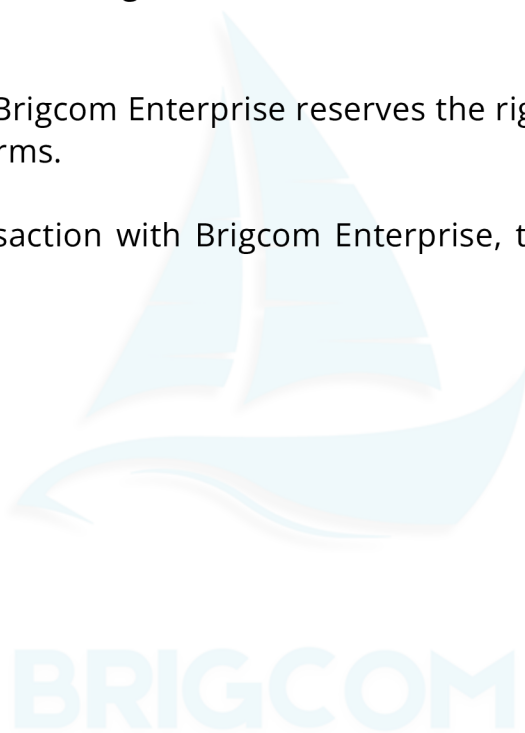
9. Miscellaneous Provisions

Amendments – These terms are subject to periodic revision. Any updates will be communicated in advance.

Confidentiality – Buyer and seller agree to maintain confidentiality regarding trade terms, pricing, and agreements.

Termination of Contract – Brigcom Enterprise reserves the right to cancel orders if buyers fail to comply with agreed terms.

By engaging in a trade transaction with Brigcom Enterprise, the buyer acknowledges and accepts these terms.





Custom Clauses for Specific Markets & Products

To ensure smooth trade operations and compliance with different international regulations, Brigcom Enterprise applies the following custom clauses for certain markets and product categories:

1. EU & UK Market Compliance Clause

- Buyers in the European Union (EU) and the UK must comply with EU organic certification requirements if purchasing organic products.
- Maximum Residue Limits (MRLs) for pesticides must meet EU Regulation (EC) No. 396/2005.
- Additional Testing: For high-risk products (such as spices), we may require third-party lab testing for contaminants like Aflatoxins, Ochratoxins, and Pesticide Residues before export.

2. Middle East & GCC Compliance Clause

- Buyers from UAE, Saudi Arabia, and other GCC countries must ensure compliance with GCC Standardization Organization (GSO) food safety requirements.
- Halal Certification: If required, products will be certified Halal as per Islamic standards.
- Shelf-Life Restrictions: Certain countries in this region have minimum shelf-life requirements for imports. Buyers must confirm compliance before order finalization.

3. USA & Canada Compliance Clause

- Buyers in the USA & Canada must ensure compliance with FDA (Food and Drug Administration) and CFIA (Canadian Food Inspection Agency) regulations.
- FSVP (Foreign Supplier Verification Program): Buyers importing food products into the USA must register under FSVP compliance.
- Organic Labeling: Products labeled as organic must meet USDA Organic Certification Standards.

4. High-Value & Custom Packaging Orders Clause

- Buyers requesting branded or private label packaging must make 100% advance payment for packaging costs before production begins.
- Custom Branding Lead Time: Branded packaging orders require an additional 10–15 business days for production.
- No refunds or cancellations for custom-labeled products once production has started.



5. Special Credit Terms for Long-Term Buyers

- Buyers with a minimum trade history of 12 months and over \$500,000 in purchases may qualify for:
 - 45-60 days credit terms based on financial and trade history.
 - Discounted shipping rates for bulk orders.
 - Dedicated account manager for streamlined operations.

6. Sustainability & Ethical Trade Clause

- Buyers must adhere to fair trade and ethical sourcing standards. Brigcom Enterprise will not engage in trade with companies involved in:
 - Child labor, forced labor, or exploitative practices.
 - Environmental violations or unsustainable farming practices.
 - Trade with blacklisted or sanctioned entities (as per international trade regulations).

7. Force Majeure – Extended Protection Clause

- In addition to standard force majeure events (natural disasters, war, strikes, etc.), Brigcom Enterprise is not liable for delays caused by:
 - Sudden changes in government policies affecting exports/imports.
 - Unexpected shipping disruptions such as container shortages.
 - Global pandemics or trade embargoes affecting supply chains.

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