



METALS & more SALES OFFER AND SYSTEMATIC OPERATIVE PROCEDURE COPPER ALUMINUM & more (w.e.f. 1st August 2025)

LOI / ICPO DEFINITION.

1. It should be on proper company letter's head with seal & sign.
2. It should be current dated only.
3. It should be addressed to "us".
4. Quantity and Destination mentioned on it.
5. Buyer' Bank Details. (Optional)
6. SELECT PAYMENT TERMS AND SITE FULL BE FIX ON IT.
7. **Only 100 prime world Bank is acceptable for' issuing SBLC/DLC/LC** (No other Option shall be acceptable).
8. No screen shot of the documents will be acceptable.
9. Mention clearly Trial Order and Main Order qty in the document.
10. Final Agreed Sale Price to be mentioned in the LOI, which will be fixed in the FCO.
11. Past performance, **PPOP** etc. Is it available.

PPOP = PARTIAL PROOF OF PHOTOS is available.... Only

"PAST PERFORMANCE **REDACTED DOCUMENTS** (NON-TRACEABLE).

Upon signing the Sale and Purchase Agreement (SPA), the Seller shall provide one of the following past performance documents, at the Seller's sole discretion:

- Redacted Bill of Lading (BL)
- Allocation Letter
- Certificate of Origin
- SGS Certificate, or others

The selected document will be emailed to the End-Buyer's email address only, for all metals deals, if available."

NO VIDEO AVAILABLE BEFORE OPERATIVE BANK INSTRUMENTS.

We accept the following bank

Instruments: (take care validity period)

Red CLAUSE - NON-TRANSFERABLE

DLC AT SIGHT FOR 90 - 120 DAYS

LC / DLC VALID FOR 120-180 DAYS

USANCE LC VALID FOR 120 DAYS

BG VALID FOR 366 DAYS

SBLC VALID FOR 366 DAYS. Transferable

In the case of LC, Transferable only, or DLC MT 700, Transferable or Nontransferable both versions acceptable.

DLC MT 720 is not acceptable. DLC "AT SIGHT" NOT ACCEPTABLE

NON-TRANSFERABLE SBLC MT 760 IS NOT ACCEPTABLE.

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"BANK INSTRUMENT (LC/DLC & SBLC) VERBIAGE GUIDELINE:

Please note that legitimate verbiage for bank instruments will be shared with us only after we have confirmed the transaction details.

Upon our confirmation, you will provide the final bank instrument verbiage for our review and execution."

TRANSACTION PROCEDURE:

1. Buyer issue LOI.
2. Seller issue FCO.
3. Buyer approves, signs and returns FCO +CIS.
4. Buyer issues ICPO (POF/BCL OPTIONAL).
5. Seller issues SPA draft.
6. Buyer studies, amends or signs SPA if no amendment then returns to Seller for counter signing.
7. Seller returns the amended contract dully signed and sealed as final contract to Buyer together with the Pro-forma Invoice.
8. Buyer opens **SBLC MT-760/ DLC MT-700/ UDLC MT-700/ LC MT-700** for 100% invoice amount of each shipment from top 100 prime Bank OR To "A" rated Bank. (Globally)
9. After receiving operative, LC Seller issue 2% PB for DLC / SBLC to the buyer
10. For SBLC, dealing with minimum order value requires 5 million USD. **With 5% PB**
11. **All LC is received as a payment guarantee and will be issued to the end Seller's fiduciary partner bank account only.**

"Upon request, we are prepared to share the 'Authorization Letter' with our fiduciary partner during the SPA (Share Purchase Agreement) stage. **"OR WE CAN ISSUE "TRIPARTITE SPA"**

The performance Bond will be issued for a value equal to or above USD one million dollars, it is applicable for trial order and main order value.

- A). Guaranteed by Irrevocable, Confirmed, **Transferable/ Non-transferable** and Divisible LC (BANK INSTRUMENTS) from one of top 100 banks OR Top "A" rated Bank. (Globally).
 - B). 100 % Payment by MT 103/TT within 3 banking days after the receipt of the shipping documents including Bill of Lading and the SGS Report at Port of loading/Destination.
12. Shipping begins 15 to 25 days after Seller receives the LC and same will be verified.
 13. SGS inspection arranged and paid by the Seller at loading port. A copy of the SGS Report will be emailed to the Buyer.
 14. Shipment arrives. SGS inspection arranged and paid by the Buyer at destination port. A copy of the SGS Report will be emailed to the Seller on the same day that it is received by the buyer.
 15. Seller issues final Commercial Invoice.
 16. Buyers pay 100% of the Commercial Invoice by TT Wire Transfer MT 103 within 3 banking days after receiving the shipping documents including Bill of Lading and receiving the SGS Report done at the destination Port.
 17. Next shipment commences as per shipping schedule in the SPA.
 18. **PLEASE NOTE. DLC / SBLC / UDLC & LC are never negotiated;** it is just for bank guarantee for booking of orders only. Payment to be released via TT MT-103 after sharing a set of shipping documents to the buyer's bank.

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*All Pre-Shipment Documents shall be shared by the Seller (FCO/SPA & PI) and all Post-Shipment Documents shall be shared by the end Supplier (PLANT OR TRADERS).

SALES OFFER FOR METALS

NEW RED CLUSE Warranty, Option

ORIGIN: KAZAKHSTAN

LOADING PORT: AKTAU FOR KAZAKHSTAN AND/OR VLADIVOSTOK /NCSP

METAL PRODUCT NAME FOR SALE	RED CLAUSE - DLC 25% Bank advance DLC DEAL=MT-700 NON-TRANSFERABLE NEW OFFER	DLC DEAL=MT-700 NON-TRANSFERABLE OR TRANSFERABLE PB=@2%	SBLC DEAL= MT-760 TRANSFERABLE PB=@5%(T&C)	MINIMUM ORDER QTY.
COPPER CATHODE	7100\$/MT, CIF	7600\$/MT, CIF	7400\$/MT, CIF	200 M.TON
Or LME LESS	@25%CIF	@20%CIF	@22%CIF	
COPPER MILLBERRY SCRAP	5500\$/MT CIF	6200\$/MT CIF	6000\$/MT CIF	300 M.TON
ALUMINUM INGOT A-7 & A-8	@2000\$/MT CIF	@2250\$/MT CIF	@2150\$/MT CIF	500 M.TON
Or LME LESS	@20%CIF	@15%CIF	@18%CIF	
ALUMINUM SCRAP 6063	1400\$/MT CIF	1600\$/MT CIF	1500\$/MT CIF	500 M.TON
USED BEVERAGE CAN SCRAP (UBC)	800\$/MT CIF	1,000\$/MT CIF	900\$/MT CIF	500 M.TON
RAIL LINE SCRAP R-50-R65	260\$/MT CIF	275\$/MT CIF	270\$/MT CIF	1,000 M.TON
HMS 1&2 or Heavy Melting Steel SCRAP	240\$/MT CIF	260\$/MT CIF	250\$/MT CIF	1,000 M.TON
GRANULAR SULFUR / LUMP SULFUR (A Grade)	180\$/MT CIF	200\$/MT CIF	190\$/MT CIF	25,000 M.TON



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NOTE: Shipments to South Korea are now being made very quickly. (Please contact us.)

NOTES:

1. **RD DLC (MT-700) = RED COLOR CLAUSE** - NON-TRANSFERABLE DLC / LC (See details below)
2. **DLC (MT-700)** = DOCUMENTARY LETTER OF CREDIT, FIX/ PRESENT DOCUMENTS TO AVAIL THIS LETTER OF CREDIT. (It can be Transferable or Non-Transferable)
3. **SBLC (MT-760)** = STAND BY LETTER OF CREDIT, NO DOCUMENT INSERT IN SBLC. (it can be only transferable)

A RED CLAUSE Letter of Credit is a type of letter of credit that allows the beneficiary (seller/exporter) to receive an advance payment (25%) from the issuing bank, typically to cover pre-shipment expenses like manufacturing or procuring goods. The advance is subtracted from the total LC amount when the seller presents shipping documents. The term **"red clause"** comes from the clause traditionally being printed **in red ink**

**### *PREFER TO SELECT LME LESS PRICE, NOT GO TO FIX PRICE
IT IS VERY HARD TO MAINTAIN NOW A DAYS. ###**

PRICE ADJUSTMENT CLAUSE: The agreed-upon price shall remain firm, as negotiated, provided that the London Metal Exchange (LME) Copper/Aluminum pricing does not fluctuate by 3% or more, either upwards or downwards. In the event of a price movement exceeding 3%, the Seller and Buyer shall renegotiate the pricing terms via a Supplementary Sale and Purchase Agreement (SPA)."

(OPTIONAL CLAUSE IF NEEDED WE CAN DO IT).

**LME PRICE AS ON 28/07/25 COPPER US \$ @9,770\$/MT ALUMINUM US\$ @2,635\$/MT
(FOR REFERENCE ONLY).**

Payment Terms via **Red clause** Non-transferable DLC: - - -

- ✓ Advance amount: 25% of the total amount, (DLC amount).
- ✓ Payment method: RED-DLC (Red clause Documentary Letter of Credit)
- ✓ Payment receiving: The Seller bank account.

NOTE:

1. WE PROVIDE 2% COMMISSION (INCLUDE) FOR ALL INTERMEDIARIES.
2. MARK UP ALLOWED AND SAME WILL BE DIVIDED 50/50 BOTH SIDES.
3. **REGARDING NCNDA IT WILL BE SIGNED ANY TIME AGREEABLE. REGARDING IMFPA, IT WILL BE SIGNED AFTER LEGITIMATE LC VERBIAGE.**

OTHER PRODUCTS ARE AVAILABLE FOR SALE >> ASK US:
(prices are quoted against request).

DETERMINATION OF UNIT PRICE FOR TT – MT 103:
THE FINAL UNIT PRICE IS DETERMINED BY AT XXX% DISCOUNT FROM THE LME UNIT PRICE BASED ON THE DATE OF BILL OF LADING (BL)
AT THE LOADING PORT.

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SPECIAL NOTE:

FCOs/SPAs issued up to 31/07/25 are valid within the specified validity period, provided bank instruments are received within the same month. **Previous JULY** Deal Offer terms apply.

Important Notification Regarding SCO Pricing:

We are issuing a Sales Confirmation Order (SCO) with price validity until the end of the month (30th/31st). Please note that signing the contract on the 28th, 31st, or any other date does not guarantee the provision of the Letter of Credit (LC) within the same month.

As a result, the SCO price will not be applicable if the LC is not provided within the same month. The deal will be subject to next month's pricing.

We kindly request all parties to take note of this important detail to avoid any hold-ups in the process.

Thank you for your understanding and cooperation."

"IMPORTANT: BANK INSTRUMENTS GUIDELINE:

Please note that all bank instruments, including:

- Letters of Credit (LC)
- Deferred Letters of Credit (DLC)
- Standby Letters of Credit (SBLC)
- **Red Clause** (DLC)

Will be directed exclusively to our fiduciary partner's bank account.

If required, we can provide an authorization letter to facilitate this process.

Please be advised that this is our standard procedure, and no alternative arrangements can be made."

STRICTLY FOLLOW ALL ABOVE ALONG MTH LC VERBIAGE AS PER SELLER INSTRUCTIONS. RED CLAUSE DLC DIRECTLY GO TO THE SELLER ACCOUNT'S BANK.

FOREWARNING:

The Seller reserves the absolute right to cancel this SCO (Soft corporate offer) at any stage, without notice or penalty. Upon issuance of this SCO, all previous offers, negotiations, and agreements are deemed null and void, and this SCO shall supersede all prior understandings.

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Dear esteemed buyers and mandates:

Due to the rapid fluctuations in LME prices, we kindly request that you adhere to the following guidelines to ensure a seamless transaction process:

1. **Validity of Sales and Purchase Agreement (SPA):** Please note that our SPA may have a limited validity period, strictly until the end of the month or as specified.
2. **Legitimate Buyers:** Only verified buyers should proceed with opening a bank instrument.
3. **Trial Order Process Timeline:** The entire trial order process, including document preparation and delivery, may take approximately 20-35 days or more.
4. **Pricing Structure for Main Orders:** Due to market volatility, we propose a discount structure based on the current LME price or a mutually agreeable price, as quoted in the SPA. We appreciate your understanding and cooperation in this matter. Thank you for your attention to this notice.

Buyer Visit Policy:

Please note that buyer visits to our warehouse are permitted only after signing the Sales and Purchase Agreement (SPA) and the opening of the operating guarantee. This policy is subject to terms and conditions, which will be lined in our Full Corporate Offer FCO and SPA. By signing these documents, buyers acknowledge and agree to these terms. OR after receiving operative Bank instruments (LC/DLC/RC-DLC/SBLC).

Dear esteemed buyers and mandates: Due to the rapid fluctuations in LME prices, we kindly request that you adhere to the following guidelines to ensure a seamless transaction process:

1. **Validity of Sales and Purchase Agreement (SPA):** Please note that our SPA may have a limited period, strictly until the end of the month or as specified.
 2. **Legitimate Buyers:** Only verified buyers should proceed with opening a bank instrument.
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What is the red clause, how does it work, and how does it benefit both parties, Buyer and Seller?

● What is the **Red Clause** in a DLC?

The **Red Clause** is a special condition that allows the **seller/beneficiary** of a Documentary Letter of Credit (DLC) to receive an **advance payment from the issuing bank (or advising bank) before shipping the goods**. This avoids the need for a third-party financial institution to be involved in the transaction, allowing you to purchase at a better price.

It is called "**Red Clause**" because, historically, banks wrote this condition in **red ink** to highlight the risk and special nature of the advance.

⚙️ How does it work?

1. The buyer (applicant) asks their **issuing bank** to include a **Red Clause** in the DLC.
2. Once DLC is issued and advised, the seller can **request an advance** (e.g., 25% of the credit value) from the advising/confirming bank **before shipment**.
3. The advance is usually secured by a simple written undertaking from the seller and, in some cases, a pledge of the goods to be shipped.
4. When the seller ships the goods and presents the full set of documents under the DLC, the **advance is deducted** from the final payment, and the remaining balance is paid.

🏦 Which bank handles it?

- The **advance is drawn from the issuing bank (the buyer's bank)**, usually through the advising or confirming bank in the seller's country.
- The seller's bank (advising bank) **pays the advance** but is reimbursed by the issuing bank.

So the **request must be made to the buyer's bank**, because it is the issuing bank that authorizes the advance.

👤 Who benefits?

Benefits for the seller (beneficiary):

- Immediate access to working capital to purchase raw materials, manufacture, or prepare the goods.
 - Reduces the seller's need for alternative financing (e.g., expensive bank loans).
 - Provides security because the advance is guaranteed by the DLC.
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Benefits for the buyer (applicant):

- Encourages sellers to accept contracts and prioritize the buyer's orders.
- Can help negotiate **better pricing or terms**, as the seller gains financial support.
- Strengthens the business relationship, especially with new or small suppliers who need liquidity.

✓ Buyer's perspective: Why allow a Red Clause?

- By allowing a Red Clause, the buyer **supports the supplier financially**, which can secure timely production and delivery.
- In competitive markets, offering this advance option may **differentiate the buyer** and secure priority for limited production capacity.
- However, the buyer assumes some risk: if the seller fails to ship, the advance might be lost (unless collateral or repayment is enforceable).

✓ Seller's perspective: Why request a Red Clause?

- Provides **upfront cash flow** for production or procurement.
- Reduces dependence on commercial loans, lowering financing costs.
- Ensures part of the payment is received **before shipment**, lowering risk.

🔍 Summary

- **Red Clause = Advance payment under a Letter of Credit.**
- **Requested by:** The buyer to their issuing bank.
- **Advance paid by:** The advising/confirming bank but guaranteed by the buyer's (issuing) bank.
- **Seller benefits:** Early funds, less financing stress.
- **Buyer benefits:** Secure supplier commitment, potential cost savings, stronger relationships.

**SPECIAL NOTE FOR RECOMMENDATION OF CFR OPTION:
"RECOMMENDATION FOR INSURANCE COVERAGE"**

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While our pricing includes insurance coverage for goods during transportation, we strongly advise considering insurance coverage from the destination country for enhanced security and peace of mind.

International transportation inherent risks make comprehensive insurance coverage crucial. Obtaining insurance from a reputable agency in the destination country ensures protection against unforeseen circumstances.

To streamline the process, associated insurance charges can be deducted from the total payment due to us, at the time of TT payments you can share your insurance paid documents to us.

If you have questions or require assistance regarding insurance coverage, please don't hesitate to contact us. We're committed to facilitating a smooth and secure transaction process."

<p>SPECIFICATION RAIL LINE</p> <p>R 50/ R 65: USED RAIL (R50-R65). CHEMICAL COMPOSITION OF THE STEEL SCRAP is international standard as follows: .MN : 0.60-1.05% C : 0.54-0.82% SI : 0.18-0.40% S : 0.04%MAX. P : 0.035% MAX. AS : 0.01 MAX OF MASS SHARE. NORMS: R 50 GOST-7173-75, R 65 GOST-8165-75 NOTE : LENGTH WILL BE AVAILABLE AS PER CUSTOMER CHOICES .</p>	<p>UBC Aluminium Used Beverage Cans Scrap</p> <table> <tr> <td>Min</td><td>%</td><td></td></tr> <tr> <td>Si</td><td>0.52</td><td>0.01</td></tr> <tr> <td>Fe</td><td>0.305</td><td><0.0010</td></tr> <tr> <td>Cu</td><td>0.145</td><td><0.0001</td></tr> <tr> <td>Mn</td><td>0.062</td><td>0.0067</td></tr> </table>	Min	%		Si	0.52	0.01	Fe	0.305	<0.0010	Cu	0.145	<0.0001	Mn	0.062	0.0067	<p>Specifications SCRAP HMS 1 & 2</p> <ul style="list-style-type: none"> - HMS 1: <ul style="list-style-type: none"> - Minimum 90% ferrous content - Maximum 0.5% copper content - Maximum 1.5% tin content - Maximum 0.5% lead content - Maximum 1.0% other impurities (e.g., chromium, nickel, molybdenum) - HMS 2: <ul style="list-style-type: none"> - Minimum 80% ferrous content - Maximum 0.5% copper content - Maximum 1.5% tin content - Maximum 0.5% lead content - Maximum 1.5% other impurities (e.g., chromium, nickel, molybdenum)
Min	%																
Si	0.52	0.01															
Fe	0.305	<0.0010															
Cu	0.145	<0.0001															
Mn	0.062	0.0067															
<p>NOTE: All above shared specification is just for information/reference purpose only. Actual goods specs may be differ same will be mentioned at spa stage only. Other products specifications are available at FCO/SPA stage.</p>																	

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PRODUCT SPECIFICATION: ALUMINUM A7

Grade	Chemical Composition %									
	Al≥	Impurities <								
		Si	Fe	Cu	Ga	Mg	Zn	Mn	others	Sum
Al 99.7	99.70	0.10	0.15	0.010	0.03	0.02	0.030	-	0.030	0.30



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COPPER MILLBERRY SCRAP SPECIFICATIONS

Wire diameter

:0.30mm, 0.25mm,

0.20mm Weight/spool:3kg,5
kg,7kg,15kg,20kg

Tensile strength:1000N/mm 2,900N/mm 2,500N/mm 2,450N/mm²,N/mm²

CHEMICAL COMPOSITION

Name	Copper wire	Scrap 99.7%
ITEM	STANDARD (%)	RESULTS(%)
PURIT(%)	MIN % 99.95	MIN % 99.96
CARBON	%0.03	MAX0.03
COBALT	%0.001	MAX0.0009
IRON	%0.005	MAX0.002
PHOSPHORUS	%0.01	MAX0.005
SULPHUR	%0.01	MAX0.001
ZINC	%0.003	MAX0.0011



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COPPER CATHODE SPECIFICATIONS

SPECIFICATIONS: CHEMICAL COMPOSITION

Electro copper Cathode Grade-A-99.99% : Dimension: 914 mm x 914 x 12 mm (approx.) (+/-1%)

1. Weight of each sheet: 125 kgs (+/-196)
2. Net weight of each pallet: 2 MT (+/-he)
3. Weight OF each container 25 MT approx.
4. Gross weight of each container:
5. Copper (Cu) min %99.97%-99.99%.

Specifications: Copper Cu 99.97% -99 -99%

ELEMENTS		VALUE	ELEMENTS		VALUE
Copper	Cu	99.99%	Silica	Si	0.3ppmMax.
Cobalt	Co	0.2ppmMax.	Bismuth	Bi	0.1ppmMax.
Lead	Pb	0.2ppmMax.	Tellurium	Te	0.05ppm Max.
Iron	Fe	2ppmMax.	Silver	Ag	10ppmMax.
Aluminum	Al	0.5ppmMax.	Selenium	Se	0.3ppmMax.
Manganese	Mn	0.1ppmMax.	Sulphur	S	4ppmMax.
Nickel	Ni	0.2ppmMax.	Magnesium	MG	0.4ppmMax.
Antimony	Sb	0.1ppmMax.	Oxygen	O2	0
Arsenic	AS	0.1ppmMax.	Argent	Ag	0.1ppmMax.

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SPECIFICATION FOR ALUMINUM SCRAP 6063.

Chemical Element	% Present
Manganese (Mn)	0.0 - 0.10
Iron (Fe)	0.0 - 0.35
Magnesium (Mg)	0.45 - 0.90
Silicon (Si)	0.20 - 0.60
Zinc (Zn)	0.0 - 0.10
Titanium (Ti)	0.0 - 0.10
Chromium (Cr)	0.0 - 0.10
Copper (Cu)	0.0 - 0.10
Other (Each)	0.0 - 0.05
Others (Total)	0.0 - 0.15
Aluminium (Al)	Balance

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ALUMINUM SCRAP 6063 PURITY = 98-99%



LC (LETTER OF CREDIT) VERSES DLC (DOCUMENTARY LETTER OF CREDIT) :

LC (Letter of Credit):

- A bank instrument that guarantees payment to the seller as per the Sale Purchase Agreement (SPA)
- No shipping documents are required to be enclosed in the terms and conditions of the LC

DLC (Documentary Letter of Credit):

- A payment guarantee to the seller against the sharing of shipping documents as per the SPA
 - Shipping documents are required to be enclosed in the terms and conditions of the DLC
- We here explanation highlights the main distinction between LC and DLC:

- LC focuses on payment guarantee without requiring shipping documents

- DLC requires shipping documents to be shared in exchange for the payment guarantee

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Bank instrument verbiage definition for DLC MT-700.

Most of the buyer share LC blank draft, which is not a legitimate verbiage.

The Verbiage shared by the Buyer needs to include some basic information, major of which are listed below;

1. Issuing Party Name
2. Beneficiary's Name
3. Value mentioned on it as per Performa invoice.
4. In Clause 42 C; mention 120 days after BL.
5. Clause **49: Mention "CONFIRMED"**.
6. **CLAUSE 41 A MENTIONED "ANY BANK"**
7. Most important thing is to check with the Issuing Bank, whether they have a CREDIT LINE/RMA with Beneficiary' Bank.

Relationship Management Application (RMA) is a service provided by SWIFT to manage the business relationships between financial institutions.

Without this relationship any bank instrument (LC/DLC and SBLC) not acceptable to the Beneficiary Bank.

Please take of care this before planning to or issuing any bank instrument to the Seller's Designated Bank.

FCO definition:

'FULL CORPORATE OFFER (FCO) TERMS AND CONDITIONS:

1. Definition: The Full Corporate Offer (FCO) is a document issued by the Seller, outlining the terms and conditions of the proposed transaction.
2. Non-Binding: The FCO is a non-binding document, and its acceptance does not constitute a legally binding agreement.
3. Purpose: The FCO informs the Buyer about the price, payment terms, and transaction procedure.
4. Acceptance: The Buyer is not required to sign the FCO if they do not accept the terms and conditions outlined therein.
5. Buyer's Response: The Buyer may respond with a Letter of Intent (LOI) or Irrevocable Corporate Purchase Order (ICPO), which must be accepted as-is, without modifications.
6. FCO Review: The FCO is for review purposes only, and modifications or amendments are not acceptable.

Note: Modifications or amendments can only be made at the Sale and Purchase Agreement (SPA) stage, where both parties can negotiate and agree on the final terms and conditions."

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IMPORTANT NOTICE REGARDING TT PAYMENT TERMS

As stated in our Full Corporate Offer (FCO) and Sale and Purchase Agreement (SPA), please be aware of the following terms and conditions:

1. TT Payment Obligation: Conversely, the Buyer is obligated to release the TT payment via MT-103 within 3-5 business days of receiving the shipping documents, as per the SPA terms.
2. Default and Penalties: In the event the Buyer fails to fulfill their payment obligations, we reserve the right to:
 - a. Recall the issued Performance Bond (PB) by instructing our bank.
 - b. Levy a 2% penalty on the Commercial Invoice Amount.
 - c. Exercise discretion in deciding whether to deliver the goods to the Buyer.

By signing the SPA, both parties acknowledge and agree to these terms and conditions."

Please note that this is a rewritten version, and you should review it carefully to ensure it aligns with your original intent and contractual obligations.

"Understanding Metal Business Dynamics:

We'd like to explain how the metal business works:

1. Full Corporate Offer (FCO): 3-5 business days
 2. Sales Purchase Agreement (SPA): 5-7 business days (may take up to 10-12 days for modifications)
 3. Performa Invoice (PI): 7-10 business days
- Total duration: approximately 25 days or more.

Pricing Considerations:

In the metal business, prices fluctuate rapidly. It's unrealistic to expect price stability for an entire month or more.

Our Standard Commercial Offer (SCO) clearly states that quoted prices are valid only if the Letter of Credit (LC) is received within the same month.

We cannot accommodate requests that deviate from this term. We appreciate your understanding and look forward to working with you under these conditions."

VALIDITY PERIOD:

**This offer is valid for a period of one (1) month from the date of issue.
Terms and Conditions (T&C) apply**

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"In cases where buyers or banks do not accept a fiduciary partner to issue a Letter of Credit (LC), THE INTERNATIONAL SELLER will receive the LC directly into our bank account, with payment terms clearly specified."

Valid to AUGUST 2025

PAYMENT TERMS WITHOUT INTERMEDIARY:

In the absence of a fiduciary partner, the following payment plans can be considered:

1. **Telegraphic Transfer (TT):** Buyer pays 25% of the Performa invoice value upfront via TT.
2. **Letter of Credit (L/C):** Buyer opens 75% L/C in favor of the seller, which guarantees payment upon presentation of compliant documents at destination port.
3. **Documentary Collection (D/C):** Seller sends documents to the buyer's bank, which releases payment to the seller upon verification.
4. **DLC version:** We can accept DLC MT 700 or DLC MT 720 both versions.

PREFERRED BANK INSTRUMENTS WITH DISCOUNT STRUCTURE:

We offer attractive discounts for customers who opt for the following bank instruments:

1. All Transferable Letter of Credit LC/DLC & SBLC: 7.5% discount
 2. Non-Transferable DLC/LC & SBLC: 5% discount
- IMPORTANT TERMS**
- All discounts are applicable only on fixed prices, not on LME-linked prices.
 - Discounts are available for a limited time only.
 - Please note that these discounts are subject to our standard terms and conditions.

By opting for these preferred bank instruments, you can enjoy significant discounts on your purchases.

As Per Current Global Scenario Tariff and Custom Information:

"Please note that any tariffs or customs duties or reciprocal tariffs imposed by Buyer's destination Country on the import of goods are in addition to our company's offered price. These charges will be borne by the buyer in accordance with their country's customs tariff regulations".

VALIDITY PERIOD:

**This Offer is valid for a period of one (1) month from the date of issue.
Terms and Conditions (T&C) apply.**

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FREQUENTLY ASKED QUESTIONS (FAQ) AND ANSWERS.

Important notes for Buyer / Mandate to consider facilitating in decision making. It is our suggestion / comments on annual instruction for all Channel Partners & Team as a whole, to make the process seamless:

1. "DOCUMENTATION PROCESS:

Pre-Shipment Documents: Seller Company issues the following pre-shipment documents as required:

- Full Corporate Offer (FCO)
- Sale and Purchase Agreement (SPA)
- Pro-forma Invoice (PI)

These documents are provided to our Channel Partners without any conditions.

Post-Shipment Documents: All post-shipment documents are issued directly by the End Seller and will be forwarded to the Customs authorities of the importing country."

2. "IMPORTANCE OF VALIDITY PERIOD IN ISSUED DOCUMENTS:

1. Seller Company clearly states the validity period for each issued document, including FCOs, SPAs, and Pro-forma Invoices. However, we have observed that this critical aspect is often overlooked

The validity period is essential due to the dynamic nature of commodity markets, where:

- Availability
- Pricing
- Other market factors are constantly changing

Please be advised that if the validity period expires, it reserves the right to:

- Cancel or continue the deal

Adjust terms, including price, origin, quantities, commission, and delivery

We emphasize the importance of adhering to the specified validity period to ensure a smooth and successful transaction."

3. PRO-FORMA INVOICE AND LETTER OF CREDIT (LC) GUIDELINES:

Upon issuance of the Pro-forma Invoice, it is the responsibility of the Buyer, Channel Partner, or Intermediary to ensure that the Letter of Credit (LC) is issued within 7 banking days.

Timely issuance of the LC is crucial to facilitate smooth transaction and avoid any potential delays or complications."

All Buyers / Channel Partners / Intermediaries need to take care to follow the procedure as stated in SCO/FCO/SPA before asking for any documents.

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4. "PAST PERFORMANCE DOCUMENTATION:

Seller Company is willing to provide documentation of past performance, specific to the product, in the form of a redacted document. This document will be shared with the End Buyer's email address, as specified in the finalized Sale and Purchase Agreement (SPA) Please note that access to this documentation is contingent upon the signing of the SPA."

5. "PROOF OF PRODUCT (POP) AND BANK REQUIREMENTS:

We have noted that some Buyers have requested Proof of Product (POP) or other documents to fulfill their Bank's requirements. We would like to clarify that Banks are primarily concerned with verifying that the documents provided by the Supplier align with the agreed-upon terms, prior to releasing the Letter of Credit (LC).

It's essential to recognize that Banks charge for their services, and we have successfully executed deals with numerous respected Buyers without encountering such requirements. To streamline our transactions, we kindly request that you refrain from raising these types of queries, unless absolutely necessary."

Even than you are not satisfied with our answer then arrange mail from Bank official I'd to my mail we can discuss with end seller if anything possible.

6. "PERFORMANCE BOND (PB) TERMS:

Seller Company confirms that a Performance Bond (PB) is available for all deals offered by us. However, please note that the PB will only be issued after our bank receives the Operative Letter of Credit (LC). **This term is non-negotiable."**

7." OVERPRICING OR MARK-UP

Seller Company permits overpricing or mark-up on our deals. However, any such mark-up will be shared equally between us, in addition to the commission offered by us.

Please note that this policy applies to all deals, and the mark-up will be divided equally between the parties involved."

8. "COMMISSION CLARIFICATION:

To avoid confusion, we would like to clarify that the commission offered by Seller Company is exclusively for the Mandate/Intermediary/Person who has directly brought us the deal. It is the responsibility of this individual to manage and distribute the commission among their team members or other involved parties, as deemed necessary.

Our commitment is to provide the best possible terms, and we will endeavor to ensure that the commission offered is fair and competitive."

9. FCO MODIFICATION AT BUYER END:

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It sounds like you have a well-structured approach to international trade, emphasizing mutual respect and clarity in business dealings. Here's a breakdown of your process:

1. Seller accept LOI (Letter of Intent) and ICPO (Irrevocable Corporate Purchase Order) from buyers.
2. Seller issue an FCO (Full Corporate Offer) that outlines your company's procedures in detail.
3. If the buyer signs the FCO, it indicates their willingness to work with you.
4. Seller then shares a draft SPA (Sales and Purchase Agreement) with the buyer, allowing them to modify certain areas except for procedure, price, and payment terms. our approach prioritizes transparency, flexibility, and mutual respect. You're right; it's essential for both parties to respect each other's procedures and terms to ensure a successful and smooth transaction. Keep up the good work and thank you for sharing our insights!

10. DRAFT SPA REPLY:

"Draft Sales and Purchase Agreement (SPA)

Please note that we are sharing a draft SPA, and the buyer can modify it as needed. Any modifications will be highlighted. If no modifications are required, the buyer shall sign and return the document with their business license and passport attached. The signed document will be shared in Word format, and we can then finalize it and share it with the PI.

Important: The price, payment terms, validity and procedure are non-negotiable, so please do not make any changes to these sections."

Strictly follow above message.

11. Risk definition comparison between seller and buyer:

Indeed, in international trade, the seller typically bears a significant portion of the costs and risks associated with the transaction. These costs can include:

1. Material cost (procurement, production, etc.)
2. Logistics (transportation, warehousing, etc.)
3. SGS inspection costs (quality control, testing, etc.)
4. Insurance (marine, cargo, etc.)
5. Other expenses (packaging, documentation, etc.)

These costs can easily exceed 90% of the total value of the goods.

On the other hand, the buyer's primary investment is typically limited to:

1. Opening a Letter of Credit (LC) with their bank, which usually requires a small margin or commitment fee (less than 1% of the transaction value).

Now, if the goods reach the destination port and the buyer refuses to release payment, the seller will likely suffer more significant losses. The seller would have already incurred

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substantial costs, including the costs mentioned above, and would be left with:

1. Unpaid goods
2. Accumulated costs (logistics, insurance, etc.)
3. Potential damage to their reputation and business relationships

In contrast, the buyer's exposure would be relatively limited to the margin or commitment fee paid to their bank for opening the LC.

To mitigate these risks, sellers often consider:

1. Using secure payment methods, such as confirmed LCs (multiple option of bank instruments) services
2. Insisting on partial or advance payments
3. Conducting thorough credit checks on the buyer
4. Purchasing credit insurance to protect against non-payment.

Buyers, on the other hand, should be aware of their obligations and the potential consequences of non-payment. They should ensure that they have a clear understanding of the terms and conditions of the sale contract and the LC.

12. BANK INSTRUMENTS (LC/DLC/SBLC) RETURN AFTER TT PAYMENTS:

"All bank instruments in our business payment procedure stand for guarantee only": This means that bank instruments (such as Letters of Credit, LCs) are used solely as a guarantee for payments, ensuring that the payment will be made if certain conditions are met.

- "After processing or finish the trade cycle, bank instruments are automatically null & void": Once the transaction is complete and the trade cycle is finished, the bank instruments expire and become null and void.

- "So do not ask to return the issuing bank documents (LC) at the end of the transactions": Since the bank instruments are null and void after the transaction is complete, there is no need to return the original documents (such as the LC) to the issuing bank.

"COMMUNICATION GUIDELINES:

To ensure efficient and effective communication, we kindly request that you:

- Avoid sharing forwarded messages
 - Take the time to understand all aspects of the deal initially
 - Consolidate your queries into a single, comprehensive message or email
- We value the trust and expertise of our Team Members and encourage open communication. Your suggestions and comments are always welcome, as we strive for continuous improvement and growth.

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Information available in my SCO (read carefully to get your FAQ).

Please carefully review the information available in the Seller's Corporate Offer (SCO) document, as it contains answers to frequently asked questions (FAQS) and other essential details."

Price with payment terms	Origin of the products
PB (performance bond)	Mark up definition
<p>*Past performance documents. (who is not satisfied as per SCO share below documents to get more information)</p> <p>*Share BCL +six months Bill of entry documents all in favor of end buyer name only</p> <p>Bill of entry= import documents of the product in favor of end buyer.</p> <p>Note: We require both documents via end buyer official mail to my company email only.</p> <p>End buyer= who issue LOI to us.</p>	<p># LC always goes to my fiduciary partner and same will be disclosed in SPA.</p> <p># If needed we can share Authorization Letter with my fiduciary partner.</p> <p># Bank rating should be "A" rated or top 100 prime bank of the world.</p> <p># POP/Videos information.</p> <p># FCO DEFINITION</p> <p># DLC KEY POINTS</p> <p># COMMISSION & MARK UP.</p> <p># AT WHAT STAGE PB RELEASED</p>
LOI/ICPO definition	Buyer visits information
Lead time/ sailing time.	Products specification/Analytic report.