



**Copper cathodes from a serious and verified supplier,
with a ZERO RISK contract,
and a great discount of 22% on the LME.
(19% + 3%)**



SALES & PURCHASE AGREEMENT/CONTRACT NUMBER: C8850CU2022

**COPPER CATHODES 99, 99% SALES AGREEMENT FOR THE DELIVERY OF COPPER CATHODES-99.99%:
PRODUCT OF DEMOCRATIC REPUBLIC OF CONGO ORIGIN**

This contract is made by and between the Buyer and the Seller whereas the Buyer agrees to buy, and the Seller agrees to sell the under-mentioned material as specified below subject to the following terms and conditions.

This agreement is made and entered into on this day of **July 22, 2022**

THIS AGREEMENT BY AND BETWEEN:

	SELLER INFORMATION:	BUYER INFORMATION:
Company Name:		
Physical Address		
Trade Registry No:		
Contact Person:		
Designation:		
Telephone:		
Fax:		
Mobile Phone:		
E-mail:		

A. WHEREAS the SELLER hereto, with full legal and corporate responsibility, warrant that they have reliable sources under legal authority from the rightful owners of a specified quantity and quality of Copper Cathode Plates and hereby agreed to sell to the BUYER hereto the quantity and quality of Copper Cathode Plates to the BUYER hereto:

B. WHEREAS the BUYER hereto warrant that they are capable of purchasing with full legal and corporate responsibility, from the SELLER hereto the aforesaid quantity and quality of Copper Cathode Plates, and hereby enter into this Agreement to purchase from the SELLER hereto the aforesaid quantity and quality of Copper Cathode Plates.

NOW THEREFORE, for and in consideration of the mutual covenants herein contained, both Parties hereto hereby agree to willingly bind and obligate themselves to act and perform as follows:

1. PRODUCT DESCRIPTION/SPECIFICATIONS

a. The Product under this Agreement is described as COPPER CATHODE PLATES.

b. SPECIFICATIONS (FULL SPECIFICATION) as per **APPENDIX No.1**

Here with attached as an integral part of the Agreement.

Quality -99.96-99.99% Purity

Measurement - Length, width and thickness of the Copper.

Copper Plates shall be that of the LME Standard (non-registered), internationally accepted commodity: **Copper Cathodes**

C. OTHER TECHNICAL SPECIFICATIONS

Both Parties hereto hereby agree to a maximum of plus and minus 5% tolerance as to the quantity of the Copper Cathodes as will be determined by ALEX STEWART. The quality and Quantity of the Copper Cathodes will be confirmed by the ALEX STEWART

The inspection certificates on quantity and quality shall be conclusive evidence of the quantity and quality of good delivered.

- **Origin:** D.R Congo
- **Loading at:** Dar es Salam port/Mombasa Port/ Walvis Bay Port (Namibia)
- **Destination Port:** CIF Korea/China- or ASWP

REFERENCES:

1. ASTM B 115-95, standard specifications for the electrolytic cathode copper
2. BS 0017, 1981AMD 5725 specification for refinery shapes
3. International standard 150 431-1981 copper refinery

CHEMICAL COMPOSITION: As per Cu -Cath-1/LME Grade A

DIMENSIONS AND MASS:

1. Length-Approx 925mm
2. Width -Approx 950mm
3. Thickness-Approx Not Less Than 17mm
4. Weight -Approx 125Kgs (Minimum 100Kgs)

QUALITY:

- 99.99% Purity
- Packing: in 20 feet containers

2. QUANTITY

The seller and buyer hereby agree that the Consignment of Copper Cathode Plates shall be 20,000 MT per Month x 11 Months, which shall be shipped after successful of the trial shipment of 2,000MT in the first month. Both parties agree that 2,000 MT will be as a first trial shipment. *(Refer to Appendix II for full delivery schedule).*

PRICE AND TOTAL AMOUNT OF THE CONTRACT

LME price: 19% less LME at Buyer's designated port in China or ASWP

Seller pays to all intermediaries 3%

In short, the seller will invoice the buyer LME minus 19% and will pay intermediaries 3% based on the invoice price.

Quantity: First Delivery shipment of 2,000MT for Month one, followed by 20,000MT per Month for 11 more months.

Total amount and value: As per respective invoices at Loading and Discharge.

Payment: By T/T within 3 days after delivery and final analysis at the port of final destination. After the inspection relocation of the goods buyer will pay all logistics cost charges to the Clearing and Forwarding agents authorized by the seller. Expenses paid by the buyer shall be recovered from the amount due for payment as per Commercial Invoice.

SHIPMENT PROCEDURES:

1. Buyer and seller exchange the purchasing draft contract.
2. Seller, approves, signs, stamps and sends it back to the buyer.
3. Seller sends to the buyer the final purchasing and sales contract once for all. As original copy on our company headed letter it will be via Express mail. The buyer signs the two copies and sends our copy to us via express mail.
4. First buyer shall come at the seller's stock yard for viewing and inspection then make pre-shipment delivery payment commitment to the seller nominated Escrow account.
5. The Quality of the Goods delivered under the present contract is indicated in the Certificate of quality issued by the international independent laboratory SGS, ALEX STEWART, ALFRED KNIGHT or CIQ at the buyer option, the surveyors at the port of discharge, and said surveyors will confirm the seal applied on the container at the port of loading are intact and unbroken, payment for the inspection of goods shall be effected at the expense of the Buyer at loading port and at discharge port at the buyer expenses.
6. Date of delivery of lots of goods is the date of arrival of the vessel at the port or warehouse of discharge.
7. The Quality and Quantity of the goods stated in the bill of lading or shipment documents and survey or report at port of discharge and shall provide conclusive evidence of the quality and quantity of the goods delivered.
8. The seller's shipment agent completes the shipment as per agreed terms.
9. Final payment of cargo will be affected upon arrival of the goods at the buyer's destination port.

3. PAYMENT TERMS:

1. Buyer and Seller will sign the Sales and Purchase Agreement (SPA).
2. After signing of SPA, buyer and Seller can hold a Zoom call or buyer-authorized representative will come at the seller's yard to inspect the stock.

3. The buyer will deposit into the Seller's appointed **escrow account** for the full amount of the trial shipment of 2,000MT.
4. Only upon confirmation of the Escrow deposit into the seller provided Escrow account, will the seller ship the goods, at their expense, the 2,000 MT trial shipment to the **CEVA bonded warehouse in Kitwe, Zambia** <https://www.cevalogistics.com/en/africa> where the buyer has an account with the warehouse Buyer's designated warehouse in Congo or Zambia.
5. Once the product has arrived at the warehouse and the SKR and assay reports are provided to the buyer, buyer will pay the seller by direct by TT, within 3 working days.

DOCUMENTS REQUIRED FOR PAYMENT

THE SELLER hereto hereby agrees that consignment of Copper Cathode Plates shipped shall be accompanied by the following documents:

Certificate of Origin-1 original & 3 copies

Per container, Loading Inspections Certificate, showing Quantity and Weight issued by SGS/ALEX STEWART or any International Inspection.

Mill certificate-1 original & 3 copies

Certificate (S) of Quality issued by **Alex Stewart** in three originals and three copies at the Warehouse. certify that Purity of copper is 99.96-99.99%

FORCE MAJEURE

a) Neither the SELLER nor BUYER hereto shall be liable or responsible for any failure to fulfill their respective obligations and responsibilities under this Agreement if the fulfillment has been prevented or curtailed by any circumstances whatsoever beyond the reasonable control of the SELLER or the BUYER hereto, as the case may be including without prejudice to the generality of the foregoing:

- i. Riots or war
- ii. Strike, lockout, or labor dispute
- iii. Adverse weather or peril of the sea, or embargoes
- iv. Delays of vessel due to breakdown provided always that nothing contained herein shall

relieve the BUYER of any of its obligations to make payments due to the SELLER hereto under this by the due date or according to the provision of the Payment terms under this contract.

b) In the event of circumstances of Force Majeure lasting more than Ninety (90) days, the BUYER hereto shall have the right to cancel this partly or in totality. In such a case, none of the Parties hereof shall have the right to any compensation for possible losses by either party.

c) The Party seeking relief under (a) of this provision shall advise the other Party as soon as practicable of the circumstances causing the failure to fulfill its obligations and shall thereafter provide such information as is available regarding the progress or cessation of those circumstances.

The Certificate issued by the respective Chamber of Commerce in the country where Force Majeure arises shall be sufficient proof of such circumstances.

PENALTY

Any Party must fully bear responsibility to the other Party ("violating Party") about all risk, loss, damage that caused by their breach of any provision containing in this Agreement.

GOVERNING LAW AND ARBITRATION

Any dispute arising from and/or relating to this Agreement shall be firstly settled by amicable agreement between the Parties hereto. If the dispute is not settled by amicable agreement, this

dispute shall be submitted to the International Arbitration Center to be settled by its rules.

CONFIDENTIALITY

a. Both Parties hereto hereby agree to keep this transaction confidential to the Parties involved herein. No disclosure to any other person, institutions, companies, corporations, etc., shall be entertained or given access by information without prior consent by either Party.

b. Nobody under the employ or assigns by either Party hereof shall circumvent either Party in transacting the same business with any of the principals under this transaction, whether during or after the maturity of this particular transaction. Should any of the parties involved herein conduct or transact the same business with any of the principals herein without the knowledge of the other Party, the Party in breach of this provision shall compensate the aggrieved Party equivalent to the Commissions as committed under the original transaction.

GENERAL PROVISIONS

a. Language: Both Parties hereto hereby agree that English oral or written shall be the language to be used in any communication pertaining to this transaction.

b. Amendments, Changes and Additions:

This is the Agreement in it is entirely. Any Addition, Changes or Amendment to be made under this shall be mutually agreed upon by both Parties hereto and shall be made in writing and forms part and parcel of the document as 'ANNEXES'.

IN WITNESS WHEREOF, both Parties hereto hereby affix their signatures in the presence of their respective witnesses on the date and place first above written.

SIGNED FOR AND ON BEHALF OF

THE SELLER

FOR AND ON BEHALF OF

THE BUYER

AUTHORISED SIGNATORY

DATE: July 22, 2022

AUTHORISED SIGNATORY

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(Appendix 1): SPECIFICATIONS OF COPPER CATHODE

Product: Copper Cathodes Grade A (Electrolytic Copper Grade) (LME standards)

Standard CuCathode-1

Purity 99.96%-99.99%

Dimension: 914mm x 914mm x 12mm (approx. 36 * 36 * 0.5)

Weight of each sheet: 125kgs (+/- 1%)

Net weight of each pallet: 2.2 MT (+/- 1%)

Min. weight in each container: 20 MT approx.

Gross weight of each container: 22 MT approx.

Packing Palletized banded by aluminum bands and Containerized

CHEMICAL COMPOSITION

COPPER(MIN%) 99,99%

Other materials may be present which are described below:

Oxygen	O2	nil	PPM
Sulphur	S	4	PPM
Iron	Fe	2	PPM
Silver	Ag	10	PPM
Lead	Pb	0.2	PPM
Nickel	Nl	2	PPM
Selenium	Se	0.3	PPM
Antimony	Sb	5	PPM
Silicon	Sl	5	PPM
Cobalt	Co	2	PPM
Arsenic	AS	0.11	PPM
Bismuth	Bi	0.1	PPM
Manganese	Mn	0.1	PPM
Tellurium	Te	0.05	PPM
Aluminum	Al	0.5	PPM
Magnesium	Mg	0.4	PPM
Zinc	Zn	0.5	PPM

Appendix II: DELIVERY SCHEDULE

Lots	Quantity in Metric Tones	Month and Year
1 st - Trial	2,000 MT	August 2022
2 nd	20,000 MT	September 2022
3 rd	20,000 MT	October 2022
4th	20,000 MT	November 2022
5th	20,000 MT	December 2022
6th	20,000 MT	January 2023
7th	20,000 MT	February 2023
8th	20,000 MT	March 2023
9th	20,000 MT	April 2023
10th	20,000 MT	May 2023
11th	20,000 MT	June 2023
12th	20,000 MT	July 2023

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