

SALES AND PURCHASE AGREEMENT (SPA)

D 2

CONTRACT NO:
SELLER CODE:
BUYER CODE:

Contents

SALES AND PURCHASE AGREEMENT (SPA) CONTRACT D2 5000 PPM	1
BASIC INFORMATION	3
ARTICLE 1: COMMODITY	4
ARTICLE 2: QUANTITY	4
ARTICLE 3: QUALITY	4
ARTICLE 4: DELIVERY/DESTINATION	4
ARTICLE 5: TIME PERIOD	4
ARTICLE 6: SHIPMENTS	4
ARTICLE 7: PRICE	4
ARTICLE 8: PAYMENT	4
ARTICLE 9: INSPECTION	5
ARTICLE 10: COUNTERPARTS	5
ARTICLE 11: OCEAN FREIGHT AND MARINE INSURANCE	5
ARTICLE 12: LEVIES, TAXES AND DUTIES	5
ARTICLE 13: CONFIDENTIALITY	5
ARTICLE 14. NON-CIRCUMVENTION AND NON-DISCLOSURE	5
ARTICLE 15: LAYTIME	5
ARTICLE 16: DEMURRAGE	5
ARTICLE 17: APPLICABLE LAW	5
ARTICLE 18. TITLE AND RISK	5
ARTICLE 19: FORCE MAJEURE	5
ARTICLE 20: EXTENSION & CANCELLATION	5
ARTICLE 21: ASSIGNMENT	6
ARTICLE 22: AGREEMENT AND EDH	6
ARTICLE 23: PROCEDURE	6
ARTILCE 24. CONTRACT REFERENCE NUMBERS	7

SALES AND PURCHASE AGREEMENT (SPA) CONTRACT D2 5000 Ppm

THIS AGREEMENT (THE "AGREEMENT") is entered into this 10th day of February 2020. This Sales and Purchase Agreement (SPA) of 11 pages including Appendices under the Transaction Codes as confirmed in this contract under Article 25, is made and entered into this 10th day of February 2020.

THE SELLER:

Company Name:

Address:

Country:

Represented by:

Title:

Telephone:

E-MAIL:

Hereinafter referred to as "SELLER"

AND BETWEEN THE BUYER:

Company Name:

Company Origin:

CEO:

Address:

Telephone:

Email:

Hereinafter referred to as "BUYER".

BASIC INFORMATION

NO	PARAMETR	Description
1	Commodity	D2 5000 PPM
2	Origin	Middle East
3	Quantity	35,000 MT Per week for 1 year
4	Duration	12 consecutive Months Contract
5	Port of Destination	CFR Fujairah port
6	Price	25 US \$ Minus platt
7	Payment Terms	in United Arab Emirates dirham LC at sight 100%
8	Inspection	S.G.S Inspection for Quality and Quantity Service at Seller's Cost will inspect the Commodity at Place of Loading.
9	Specification	Exactly According to Annex, A
10	Packing	Bulk vessel
11	Loading	First shipment 20 days from date of acceptance of bank guarantee Confirmation

Whereas, the Seller with full corporate authority makes a firm irrevocable commitment to sell and deliver commodity and the Buyer hereby agreed and makes an irrevocable firm commitment to purchase the said commodity as specified herein.

ARTICLE 1: COMMODITY

1.1 D2 5000 PPM, as per the specifications in Appendix B.

ARTICLE 2: QUANTITY

2.1 Total quantity for 12 months contract period is 1,680,000 MT (35,000 MT Per week), with the possibility of rollovers and/or extensions.

2.2 TERMS OF THE CONTRACT: Delivery on acceptance of procedures as per articles 24. The quantity of D2 5000 PPM sold under this contract shall be determined by ASTM measurement of farm tanks/dip test/ululate measurements appropriate by the relevant agents and shall compute the net quantity per shipment.

ARTICLE 3: QUALITY

3.1 Conforming to specifications as specified in Appendix B.

ARTICLE 4: DELIVERY/DESTINATION

4.1 The terms of the delivery for this agreement shall be on a CFR inside double-hull certified vessel provided by the seller. Any terms not covered by this agreement shall be covered by INCOTERMS 2010 for CFR Contracts. Delivery shall be accomplished in a double-hull certified vessel.

4.2 The parties also hereby agree that the Seller shall notify the Buyer with the entire necessary vessel's information that will enable the buyer to confirm after programming for discharging in a timely manner by keeping contact with the vessel and knowing its exact ETA. The shipping program will be specified in Appendix C Shipping Schedule after receiving of payment guarantee.

4.3 The Seller will pay the total inspection fees at the loading port.

ARTICLE 5: TIME PERIOD

5.1 The duration of this contract is for a Twelve (12) months period, and thereafter should it be decided, with possible rollovers and extensions, the terms and conditions shall be mutually agreed upon.

5.2 The first loading shall take place within 20 days from receipt of Buyers financial Instrument Irrevocable, Confirmed, TRANSFERABLE, DEVISEABLE and Revolving LC BG SBLC OR DLC.

ARTICLE 6: SHIPMENTS

6.1 Cargo is sold on CFR (CFR Fujairah port of Imirates) basis and shipping schedule will be provided by MUTUAL AGREEMENT.

ARTICLE 7: PRICE

7.1 The price is based on 25 US \$ minus plate.

7.2 The Commercial invoice to be issued USD and effected in EURO or UAE Dirhams.

ARTICLE 8: PAYMENT

8.1 Payment to be affected through LC at sight or TT under any circumstances BBB payment shall be completed otherwise all delays and demurrages are on buyers account. (red clause shall be given)

ARTICLE 9: INSPECTION

9.1 To be performed by SGS. Inspection to be used to determine invoiced Quantity and Quality of product, Seller pay inspection at loading Port and the SGS Reports will be binding.

ARTICLE 10: COUNTERPARTS

10.1 This agreement may be signed in counterparts and when signed by all the parities hereto shall be Binding. The parties shall sign (all pages of this agreement).

ARTICLE 11: OCEAN FREIGHT AND MARINE INSURANCE

11.1 All freight costs are for Seller.

ARTICLE 12: LEVIES, TAXES AND DUTIES

12.1 The duties, taxes and other direct and indirect expenditures levied in discharge port are for the account of the Buyer.

ARTICLE 13: CONFIDENTIALITY

13.1 The parties agreed and understood that the entire operations under this contract is strictly confidential, consequently no part of this contract should be made known to the third parties, except contract related service suppliers (i.e. surveyor, shipper, ship, broker, customs agent etc.) that shall receive information strictly related to their task.

ARTICLE 14: NON-CIRCUMVENTION AND NON-DISCLOSURE

14.1 The non-circumvention and non-disclosure provisions as set forth by the International Chamber of Commerce, London ICC/400/500 or latest revision covering trace transactions will be binding all the

parties to this and future transaction between the parties concerned for a minimum period of no less than 1 years.

ARTICLE 15: LAYTIME

15.1 Lay time in discharge port is based on 70MT/HR as per vessel capacity PDPR, and any delay on discharge port constituting as demurrage are for Buyer's account.

ARTICLE 16: DEMURRAGE

16.1 Demurrage in discharge port is for the account of Buyer as 50,000 usd/pdpr.

ARTICLE 17: APPLICABLE LAW

17.1 This agreement shall be governed by English law. Further the parties agree the arbitration proceeding shall be conducted in English. The arbitration decision per International Chamber of Commerce shall be accepted as final and binding.

ARTICLE 18: TITLE AND RISK

18.1 Title of each cargo and risk of loss of the D2 5000 PPM shall be passes from the Seller to the Buyer when the cargo passes the flange connection between loading port and Tanker vessel. All losses, damages or risks thereafter shall be the Buyer's responsibility.

ARTICLE 19: FORCE MAJEURE

19.1 Neither party shall be liable for and delay in fulfilment of or failure to fulfil its obligations under this contract for any losses, the results of accident, breakdown of plants, force majeure, war invasion, riot rebellion, civil commotion, insurrection or judgment order junction of any court granted in any legal proceedings, interference by labor strikes, lockouts or act of God.

ARTICLE 20: EXTENSION

20.1 This agreement may be extended by mutual agreement in writing to cover additional supplies of the D2 5000 PPM for quantity and duration to be acceptable to all parties. Any additional supply agreement is to be agreed between the parties prior to 30 days before the termination of this agreement

ARTICLE 21: ASSIGNMENT

21.1 Seller/Buyer may at any time assign this contract or its total or partial performance hereof to any other affiliate company, subject to informing other party in timely manner which assumes the obligations of the seller/Buyer under the terms of the assignment. Formal notice of the assignment shall be rendered to the Seller/buyer expressly indicating thereon the assignee's address but overall the parties will remain responsible under their obligations.

ARTICLE 22: AGREEMENT AND EDT

22.1 This agreement with all amendments, its obligations and covenants herein shall bind the parties hereto and warrant their respective rightly and authority in executing this agreement. EDT copies of signed documents shall be considered original documents, until such time as Hard copies are or maybe requested and issued.

ARTICLE 23: PROCEDURE

23.1 Seller and Buyer execute this Agreement by EDT transmission and Hard Copies shall be sent within 72 hours. EDT transmissions shall be deemed as originals, bearing the same force and function. Buyer and Seller will lodge the Agreement with their respective banks.

23.2 PAYMENT PROCEDURE.

23.2.1 Payment to be affected in manners, as described below:

1. Buyer will issue Irrevocable, Confirmed, Revolving 100% LC at sight for 35,000 MT according to the price.
2. Upon which Seller issues POP.
3. Shipment of commodity commences within 20 days after receipt of LC.
4. 3000-5000 mt ship will be loaded on 10 days margin.
5. The payment will be made / Released at the time before off Loading at Fujairah Port.
6. Off Loading time allowed as per laytime. after that USD 50,000 demurrage/ Day will be charged from Buyer.
7. Full set of Shipping Documents shall be submitted to Buyer through Seller as per agreement.
8. All the dues whatsoever will be settled before completion of the unloading at Fujairah Port.
9. Partial Shipment will be allowed.
10. The ratio of the Product will be reviewed / Revised as per marker prevailing rates after every quarter of THREE Months of the year anyhow availability prevails the agreed percentage.

Note 1: Since issuance of (LC), POP are for the sole purpose of building trust among parties, once issued, remain valid for subsequent shipments for total duration of this SPA.

Note 2: The Seller and Buyer each shall be responsible individually for their banking charges relating to this Contract Agreement.

Note 3: The payment procedure is stated in Irrevocable, confirmed, revolving 100% Letter of Credit (LC) at sight as indicated in Appendix "D".

23.2.2 The following is considered as Shipping Document

Seller's signed invoice evidence price and quantity as per the contractual terms according to SGS Quantity and Quality Report in one original plus three copies.

1. Full set of clean on-board bill of lading / received from vessel.
2. The Bill of Lading will evidence the following; -
 - (a) B/L Number, date and place of issue.
 - (b) Designated destination Port.
 - (c) Proof of shipment from vessel.
 - (d) The master of the nominated vessels must manually sign all Bill of Lading, Master may authorize agent to do so;
 - (e) Quantity loaded
 - (f) (Editor's Comment: Specification of goods cannot be inserted, item 6 in this subsection is certifying the Spec by SGS)
3. Certificate of Title issued by Seller in one original plus three copies.
4. Certificate of Quantity and Quality by SGS, one original plus three copies.

Note A: Bs/L are issued by vessel, any discrepancies therein shall not influence payment/banking procedures.

Note B: Above documents will be provided by the seller with close co-ordination of the buyer and since buyer and seller are partners in other fields as a joint venture, they will compromise in documentations as long as it won't affect the bank's operation.

ARTICLE 24: CONTRACT REFERENCE NUMBERS

24.1 This Contract shall be completed under the following codes:

CONTRACT NO:

SELLER CODE:

BUYER CODE:

24.2.- Reference:

APPENDIX "A": BANKING COORDINATES OF SELLER and BUYER,

APPENDIX "B": SPECIFICATIONS OF D2 5000 PPM

APPENDIX "C": SHIPPING SCHEDULE

APPENDIX "D": Documentation for Payment of LC

By signing this agreement in the places provided herein following and, on each page, the Seller and the Buyer agree to be bound by the contract provisions hereof.

In witness thereof, both parties hereof have signed and dated this contract with the corporate sealing respectively below:

PARTY A: seller

PARTY B: buyer

APPENDIX A
BANKING COORDINATES OF SELLER, BUYER

Seller Banking Coordinates.

COMPANY NAME:

Bank Name:

Bank Address:

Account Name:

Account No:

SWIFT Code:

Bank phone No.:

Bank email address:

Buyer Banking Coordinates.

COMPANY NAME:

Bank Name:

Bank Address:

Account Name:

Account No:

SWIFT Code:

Bank phone No.:

Bank email address:

APPENDIX "B"

Specifications of D2 5000 PPM

Table 1- Generally applicable requirements and test methods

APPENDIX "C"

SHIPPING SCHEDULE

FOR THE FIRST 12 MONTHS

TO BE AGREED BETWEEN THE PARTIES

NO. MONTH YEAR LOADING PORT

SHIPMENT PORT QTY TOTAL QTY

01140,000 MT, in partial shipments +/- 10%

02140,000 MT, in partial shipments +/- 10%

03140,000 MT, in partial shipments +/- 10%

04140,000 MT, in partial shipments +/- 10%

05140,000 MT, in partial shipments +/- 10%

06.....140,000 MT , in partial shipments +/- 10%

07140,000 MT, in partial shipments +/- 10%

08140,000 MT, in partial shipments +/- 10%

09.....140,000 MT, in partial shipments +/- 10%

10140,000 MT, in partial shipments +/- 10%

11140,000 MT, in partial shipments +/- 10%

12140,000 MT, in partial shipments +/- 10%

Same routine can be repeated yearly for next year.

TO BE MUTUALLY CONFIRMED BY BOTH PARTIES

To be agreed and endorsed by Seller and Buyer as the integral part of the agreement. The Buyer should provide all these information 15 days after the contracts is signed.