

SALE AND PURCHASE AGREEMENT FOR COPPER WIRE SCRAPS

TRANSACTION CODE:MIDILAAFRICA/CCLC/1002
SELLER CODE:GGSPA/DLC00/CBFKTK21
BUYER CODE:

This Agreement made and entered into on 02nd February, 2018 by and between:

Name of Seller : MIDILA AFRICA. LTD

Represented by : MR EDWIN AMIMOH OPIYO(CEO)

Address : MAKUENI COURT,KILELESHWA P.O BOX 75329-00200 NAIROBI –KENYA

Company Reg No : PVT-JZUGAQ5

Phone : +237675912324

Email : larryndi55@gmail.com

Nationality : Kenyan

Passport No : B214481

AND

Name of Buyer :

Represented by :

Address :

Phone :

Email :

Nationality :

Passport No :

WHEREAS: THE SELLER AND BUYER, EACH WITH FULL CORPORATE AUTHORITY, CERTIFIES, REPRESENTS AND WARRANTS THAT EACH CAN FULFILL THE REQUIREMENTS OF THIS AGREEMENT AND RESPECTIVELY PROVIDE THE PRODUCTS AND THE FUNDS REFERRED TO HEREIN, IN TIME AND UNDER THE TERMS AGREED TO HEREAFTER; AND

WHEREAS: THE SELLER AND THE BUYER BOTH AGREE TO FINALIZE THIS CONTRACT UNDER THE TERMS AND CONDITIONS, IT IS THEREFORE AGREED AS FOLLOWS:

COMMODITY: COPPER WIRE SCRAPS GRADE "A", Cu 99.99%,

Seller:EAO

Buyer:

SALE AND PURCHASE AGREEMENT FOR COPPER WIRE SCRAPS

TRANSACTION CODE:MIDILAAFRICA/CCLC/1002
SELLER CODE:GGSPA/DLC00/CBFKTK21
BUYER CODE:

SPECIFICATIONS:

Copper Cathodes: Cu 99.99% Purity.

Electrolytic Grade A: Shape - Rectangular Leaves, Size - 914mm x 914mm.

Thickness: 12mm approx. Commodity

Specification:

Product: Copper Wire Scrap (electrolytic grade A) min. cu-purity: 99.99% premier degree

MIN. WEIGHT IN EACH CONTAINER: 20MTS approx.

GROSS WEIGHT OF EACH CONTAINER: 22.20MTS approximately.

PACKING: PALLETIZED BANDED BY ALUMINIUM BANDS

ORIGIN: ZAMBIA/DRC

QUANTITY: 10,000 MT X 12 Months Contract

DURATION OF THE CONTRACT: 12 Months Expandable up on mutual agreement by both parties.

DELIVERY: Shipment 21/30 Banking days after the Seller Financier receive the 100% Cash Back Irrevocable, Confirmed, LC MT760 from the Buyer Bank.

LOADING PORT: Dar Es Salaam Tanzania,

PRICE: USD\$4,200.00 per ton, Incoterms 2010.CIF

The price indicated will be fixed the same day of the issuance of the B/L, for the issuance of the invoice by the Seller.

COMMISSION : USD\$200.00 per ton, to be paid by the Seller.

TERMS AND CONDITIONS:

Seller send draft contract to Buyer to fill in signed and resend to Seller in PDF file.

Buyer issues 100% Cash Backed LC MT760 within five (5) days after the contract is signed by both parties.

Seller Financier is to issue 2% Performance Bond (PB) to Buyer within Three (3) days after getting the LC MT700 from Buyers Bank

This procedure is performed for shipment until the completion of this contract.

Seller: EAO

Buyer:

SALE AND PURCHASE AGREEMENT FOR COPPER WIRE SCRAPS

TRANSACTION CODE:MIDILAAFRICA/CCLC/1002
SELLER CODE:GGSPA/DLC00/CBFKTK21
BUYER CODE:

INSPECTION: Certificate of Quality and Quantity to be issued by **SGS** or equivalent at loading port with the expense of the Seller. Pre-shipment Inspection (PSI) Model by **SGS** or similar, at Buyer expense.

The re-inspection in the unloading port is with the expense of the Buyer. The Buyer has to procure it the same international laboratory that performed the inspection at source. The Seller or its representatives may attend the re-inspection at the port of destination, at their expense. The re-inspection at the port of destination shall be binding on Buyer and Seller. Seller billed according to analytical and weight made in the re-inspection of destination, maximum within 7 (seven) days after the arrival of the goods.

EXPRESS LIABILITY: The Seller is responsible for the goods expressly recruited through here. If the goods, upon arrival at the port of destination, are different from the status of loading, which is inspected and certified by **CCIC/SGS/AK/BV** at the port of loading, due to some strange incidents and/or circumstances indicated below, the Buyer has the right to make an immediate claim to the Seller with the evidence materials, including photos and/or video recording of the goods at the port of destination, by email and the Seller is legally obligated to refund the full amount, paid by the Buyer's bank, to the Buyer without any excuse or pretext within 2 working days. The Seller is obligated to hold the full amount, paid by the Buyer's bank, until the Buyer confirms the status of the goods at the port of destination.

Followings could be part of strange incidents and circumstances.

The original goods on the containers are stolen and changed into different goods.

Original seals of shipping company and inspection agency on the containers are broken and changed into other seals.

DOCUMENTATION: The following documents for payment shall be provided:

3/3 Original Bill of Lading (B/L).

Final Commercial Invoice issued by the Seller (One (1) Original and Three (3) Copies).

Packing List issued by the Seller (Three (3) Originals and one (1) Copy).

Original Insurance 110% of the shipment value at his sole expenses/responsibility.

Original Certificate of Quality & Quantity issued by **CCIC/SGS/AK/BV** or equivalent in loading Port, at Seller expense, approved by the Buyer.

Certificate of Origin (One (1) Original and Three (3) Copies) issued and certified by Chamber of Commerce in origin.

Original Certificate of Quality & Quantity issued by **CCIC/SGS/AK/BV** or equivalent in the unloading Port, at Buyer expense.

PACKING / WEIGHT:The goods must be arranged to ensure their safety during transport; Seller will ship the goods in packages, each container of 20 "ft. will be charged 22.5 MT approx.

FORCE MAJEURE: International Chamber of Commerce Force Majeure clause as in force on the date of contract will be applicable for this contract.

NCNDA: Both companies are bound to international chamber of commerce (I.C.C.) non – circumvention, non – disclosure working agreement.

SALE AND PURCHASE AGREEMENT FOR COPPER WIRE SCRAPS

TRANSACTION CODE:MIDILAAFRICA/CCLC/1002
SELLER CODE:GGSPA/DLC00/CBFKTK21
BUYER CODE:

ARBITRATION: This contract is governed by Switzerland - Zurich law and any matter of dispute, which cannot be resolved amicably between Buyer and Seller shall be resolved as per arbitration rules in force on date of contract under English law. Place of Arbitration to be USA or any mutually agreed place by both parties. Decision of Arbitration will be final and binding.

BUSINESS PROCEDURE: Contract to be signed:

The Seller and Buyer execute a Sales and Purchase Agreement (SPA).

The Buyer bank issues 100% Cash Backed LC MT760 in favor of the Seller Financier, for shipments provided below, the 100% Cash Backed LC MT760 opened by the Buyer will be in the amount of delivery under this contract, at least 5 days before the expected date of shipment, according this contract.

The Seller Financier issue 2% Performance Bond (PB) to the Buyer within Three (3) working days after getting the LCMT760 from the Buyer Bank

The Inspection during loading at the Seller's cost by **CCIC/SGS/AK/BV** or similar accepted by the Buyer.

Shipment commences as scheduled after the verification.

BANKING DETAILS:

SELLER FINANCIER BANK DETAILS FOR LCMT700:

RECEIVING BANK Name: OCBC BANK

Bank Address: 63 Chulia Street, #11-01, OCBC Center East, Singapore 049514.

Account Name: Synergy Trading and Contracting (S) PTE Ltd,

Account Number: 712167154001

Swift Code: OCBCSGSG

Bank Officer: Ms Gladys Wong.

Bank Phone: +65 6845 5658.

Bank Officer Email: gladyswong1@ocbc.com

BUYER BANK DETAILS FOR SENDING LC/ MT700:

Bank Name :

Bank Address:

Beneficiary:

Account Number:

Seller: EAO

Buyer:

SALE AND PURCHASE AGREEMENT FOR COPPER WIRE SCRAPS

TRANSACTION CODE:MIDILAAFRICA/CCLC/1002
SELLER CODE:GGSPA/DLC00/CBFKTK21
BUYER CODE:

Swift Code:

Bank Officer Name:

Bank Officer Email :

ANNEX "A"

DELIVERY SCHEDULES FOR CATHODES COPPER SHEETS; GRADE "A" Cu 99.99% NON REGISTERED LME, ORIGIN D.R.C CONGO/ZAMBIA

No	MONTH	ANY	SHIPMENT	USD	PORT OF DESTINATION
1	January	2018	10,000 MT +5%	\$42,000,000.00	
2	February	2018	10,000 MT +5%	\$42,000,000.00	
3	March	2018	10,000 MT +5%	\$42,000,000.00	
4	April	2018	10,000 MT +5%	\$42,000,000.00	
5	May	2018	10,000 MT +5%	\$42,000,000.00	
6	June	2018	10,000 MT +5%	\$42,000,000.00	
7	July	2018	10,000 MT +5%	\$42,000,000.00	
8	August	2018	10,000 MT +5%	\$42,000,000.00	
9	September	2018	10,000 MT +5%	\$42,000,000.00	
10	October	2018	10,000 MT +5%	\$42,000,000.00	
11	November	2018	10,000 MT +5%	\$42,000,000.00	
12	December	2018	10,000 MT +5%	\$42,000,000.00	
TOTAL QUANTITY:			120,000 MT	\$504,000,000.00	

(*) BUYER MAY VARY THE PORT OF DESTINATION, PREVIOUSLY INFORMING THE SELLER.

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.

FOR AND ON BEHALF OF SELLER

Title: CEO

Signature:



Date: 02th February January 2018

Full Name: Edwin Amimoh Opiyo

Passport No: B214481

Seller: EAO

FOR AND ON BEHALF OF BUYER

Title:

Signature:

Date: XX February 2018

Full Name:

Passport No:

Buyer:

SALE AND PURCHASE AGREEMENT FOR COPPER WIRE SCRAPS

TRANSACTION CODE:MIDILAAFRICA/CCLC/1002
SELLER CODE:GGSPA/DLC00/CBFKTK21
BUYER CODE:

Nationality: Kenyan

Nationality :

APPENDIX 2

DLC MT700 CONFIRMED ACCEPTABLE VERBIAGE

SWIFT CODE: XXXXXXXXXX
SENDING BANK: XXXXXXXXXX
ADDRESS: XXXXXXXXXX
ACCOUNT NAME: XXXXXXXXXX
ACCOUNT NUMBER: XXXXXXXXX
BANK OFFICER: XXXXXXXXXX
BANK OFFICER E-MAIL:XXXXXXX

RECEIVING BANK Name: OCBC BANK

Bank Address:63 Chulia Street, #11-01,OCBC Center East,Singapore 049514.

Account Name:Synergy Trading and Contracting (S) PTE Ltd,

Account Number:712167154001

Swift Code:OCBCSGSG

Bank Officer:Ms Gladys Wong.

Bank Phone:+65 6845 5658.

Bank Officer Email:gladyswong1@ocbc.com

WE, THE UNDERSIGNED,(Bank name and Address) HEREBY WITH FULL BANK RESPONSIBILITY, IRREVOCABLY AND UNCONDITIONALLY, WITHOUT PROTEST OR NOTIFICATION , PROMISE TO PAY AGAINST THIS LETTER OF CREDIT (LC).(insert LC number) TO THE ORDER OF(Seller's Financier full name), THE BEARER OR HOLDER THEREOF , AT MATURITY , THE SUM OF FORTY TWO MILLION UNITED STATES DOLLARS (USD\$42,000,000.00) IN LAWFUL CURRENCY OF THE UNITED STATES OF AMERICA, UPON PRESENTATION AND SURRENDER OF THIS LC AT THE ISSUING OFFICE OR ANY OT THEIR OFFICES WORLD WIDE.

SUCH PAYMENT SHALL BE MADE WITHOUT SET-OFF AND FREE AND CLEAR OF ANY DEDUCTIONS, CHARGES AND FEES, OR WITHHOLDING OF ANY NATURE , PRESENTLY OR IN THE FUTURE IMPOSED, LEVIED, COLLECTED, WITHHELD ,OR ASSESSED BY THE GOVERNMENT OF THE ISSUING BANK OR ANY POLITICAL SUB-DIVISION OR AUTHORITY AND THEREIN AND THEREOF.

Seller:EAO

Buyer:

SALE AND PURCHASE AGREEMENT FOR COPPER WIRE SCRAPS

TRANSACTION CODE:MIDILAAFRICA/CCLC/1002
SELLER CODE:GGSPA/DLC00/CBFKTK21
BUYER CODE:

THIS LETTER OF CREDIT IS FULLY CASH BACKED, TRANSFERABLE, DIVISIBLE, ASSIGNABLE, AND UNCONDITIONALLY CALLABLE UPON MATURITY BY BENEFICIARY'S BANK , ON FIRST DEMAND. THIS LETTER OF CREDIT IS DERIVED FROM GOOD , CLEAN, FUNDS , CLEAR OF ANY ENCUMBRANCES AND ARE OF NON-CRIMINAL ORIGIN. FURTHER MORE , THIS LC CAN BE RELIED UPON FOR THE PURPOSES OF OBTAINING CREDIT LINES OR LOANS.

THIS LC IS CONSTRUED AND GOVERNED BY THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS AS SET FORTH BY THE INTERNATIONAL CHAMBER OF COMMERCE , PARIS, FRANCE. PUBLICATION NO. 600. LATEST EDITION.

THIS SWIFT TRANSMISSION IS VERIFIABLE BANK TO BANK ONLY ON A RESPONSIBLE INQUIRY. THIS LETTER OF CREDIT (insert lc number) IS VALID FOR TWELVE MONTHS AND ONE DAY FROM THE --- DAY--- MONTH ---YEAR AND EXPIRES ON THE --- DAY OF ---- MONTH --- YEAR.

FOR AND ON BEHALF OF ISSUING BANK

BANK OFFICER 1
NAME:
TITLE:
ID/ PIN
TELEPHONE NO:
FAX:
EMAIL

BANK OFFICER 2
NAME:
TITLE:
ID / PIN
TELEPHONE NO:
FAX NO:

APPENDIX 2

VERBIAGE 2% PB approved by the Seller and the Buyer and comply with the conditions of this contract.
VERBIAGE FOR BANK PERFORMANCE BOND:

To:

Messr:

Guarantee No:

We are informed that by reason of the Contract No.: MIDILAAFRICA/CCLC/1002 (the "Contract"), dated 02nd February 2018 and concluded between you and our client. Messrs. MIDILA AFRICA LIMITED, the Seller has agreed to supply Copper Wire Scrap per the contract, Pursuant to the Contract the Seller has to submit to you a Performance Bond corresponding to 2 % of the Contract which is **USD\$840,000.00**

This being stated, we, XXXXX Bank, irrespective of the validity and the legal effects of the above mentioned contract and waiving all rights of objection and defence arising therefrom, hereby irrevocably undertake to pay to you, upon receipt of your first written demand certifying that the Seller has failed to fulfil the Contract and specifying in what respect(s) the Seller has failed, any amount up to the above mentioned maximum amount,

For the purpose of identification, your written request for payment has to be presented through the intermediary of a first rate bank confirming that the signatures thereon are legally binding upon you.

This Guarantee comes into force as of today.

Seller:EAO

Buyer:

SALE AND PURCHASE AGREEMENT FOR COPPER WIRE SCRAPS

TRANSACTION CODE:MIDILAAFRICA/CCLC/1002
SELLER CODE:GGSPA/DLC00/CBFBTK21
BUYER CODE:

Our liability under this Guarantee will be reduced automatically against the Seller s presentation of a copy of the respective Airway Bill by the same proportion as the invoice amount of the respective partial delivery bears to the Contract Price and by each payment effected under this Guarantee respectively.

This Guarantee shall expire on _____ at the latest irrespective of whether this Guarantee document has been returned to us. Any claims under this Guarantee have to be made to us in writing or by confirmed cable and must have reached us on _____ at the latest.

Any rights and claims under this Guarantee are assignable to third parties with our prior written consent only.

This Guarantee shall be governed by and construed in accordance with the laws of the

Place of performance and jurisdiction shall be xxxxxxxxxxxx. for and on behalf of: -----(Bank)-----

BANK OFFICER

BANK OFFICER

CODE

CODE

WARNING LETTER FOR BUYER AND SELLER

Contract No: MIDILAAFRICA/CCLC/1002 Date: 02nd day of February 2018

This is a very important message to anyone involved in the commodities industry on the new measures with respect to Buyers and Sellers conducting transactions. From now on, if an ICPO, LOI, RWA, or SBCL -PB is issued and the document is not real, true and/or actually verifiably factual, the Buyer will be able to inform the F.B.I., I.C.C., and INTERPOL. In addition, after an F.C.O. is sent to the Buyer, there should be a formal answer to Seller from Buyer in a timely manner in accordance with the agreement between parties. If there is no response from the Buyer in a timely manner, the buying company will be reported to the F.B.I., I.C.C. and INTERPOL. If this action is repeated by sellers, they too will also be reported for abuse of the NCND, LOI, ICPO, AND RWA OR BCL, FOR THIS IS NOW A FEDERAL OFFENSE. It is important to transmit this to all clients that work with providers that are members of the I.C.C., F.B.I., and other international organizations. From this point forward, the international codes will be strictly enforced to exclude all intruders that send or transmit false information. Those who submit a false NCND/IMFPA, LOI, ICPO, RWA or BCL, or FCO, as well as FALSE PROOF OF PRODUCT (POP), FALSE PROOF OF FUNDS (POF) WILL BE CHARGED WITH A CRIME. This offense went into effect on November 15, 2008 after a meeting was held between the Federal Reserve, European Central Bank, Interpol, Federal Bureau of Investigation and Central Intelligence Agency. The reason for this measurement is to protect the commodities industry which is a fundamental part of the world's economy. I have read and understood the severity of the warning above and do realize the serious impact that pertains to all

<<<<<<<< END OF DOCUMENT >>>>>>>>