

TRANSACTION CODE: GMLTD/5000 MT /CIF/MC SELLERSCODE: GMLTD/5000MT /CIF/2020-21 BUYERS CODE:

SALE-PURCHASE AGREEMENT CONTRACT FOR ALUMINIUM INGOTS

This Sale-Purchase Agreement Contract (SPAC) was made and entered into this 17th day of May ,2020 by and between:

A&B GROUP SPOLKA ZOO a company duly registered represented hereto in this SPAC by Sales Manager, Mr. MARKER WILLIAM with registered offices at JABLONNA, POLAND Tel/Fax Direct Line: +48918814816 /+48515752160-email <u>info@abgroupspolkaz.com</u>

SELLER:

A&B GROUP SPOLKA ZOO GEN. LEOPOLDA OKAULICKIEGO9, 05-110 JABLONNA, LEGIONOWSKI, POLAND VAR NUMBER: PL5361935855 KRS: 0000739868 NIP: 5361935855 REGIONI: 380741160 www.abgroupspolkaz.com Mobile: +48918814816 WhataApp: +48515753568 Email: info@abgroupspolkaz.com

BUYER:

Company Name: Address: Phone / Fax : REG No. : TAX : Represented By: Designation : Email :

Seller

Buyer

TRANSACTION CODE: GMLTD/5,000 MT /CIF/MC SELLERSCODE: GMLTD/5,000 MT /CIF/2020-21 BUYERS CODE:

WHEREAS

A. WHEREAS, the SELLER here to, 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 Aluminium ingots and warrants that the title of the commodity is free and clear of all and any liens ,liabilities and claims details and



not by-product of and directly related to any criminal activity, terrorist act and of other unlawful activity hereby acting as full right of A&B GROUP SPOLKA ZOO seller and here by agree to sell to the BUYER here to the quantity and quality of Aluminium ingots 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 here to the aforesaid quantity and quality of Aluminium ingots, and hereby enter into this SPAC to purchase from the SELLER hereto the aforesaid quantity and quality of Aluminium ingots. Buyer further warrants that the funds are not originated from any illegal, criminal and or terrorist activity.

WITNESSETH

1. TRANSACTION CODE.

- **a.** Both parties hereby agree that the Transaction Code under this SPAC shall be known as TRANSACTION CODE: GMLTD/ 5,000MT /CIF/MCTL/2020-21
- b. Both parties hereby agree that all communications, agreements, commitments, or directives pertaining to the conduct of the said transaction under this SPAC shall always bear the Transaction Code as specified under Clause 1.0(a) above for identity.

2. PRODUCT DESCRIPTION Aluminium Ingots

Grade: 6000 Series Alloy Or Not: Non-alloy Secondary Or Not:Non-secondary Chemical Composition: Al Fe Si Cu Ga Mg Zn Mn Al (Min): 99% Brand Name: Enzai Model Number: aluminium ingots 99.5% appearance: sliver white Delivery port: Product name: aluminium ingot 99.5% Usage: Electrical Industry Packaging Details: Wooden box package 5,000 MT FIRST TRIAL SHIPMENT CIF AT BUYER'S DISCHARGE PORT CIF (Buyer Port)

All other shipping arrangement shall be discussed and accepted by both parties. Origin: Ghana/Congo/Zambia

4. CHEMICAL COMPOSITION

Chemical Composition %

Grade	Al≥	impurities \leq						
		Si	Fe	Cu	Ga	Mg	Zn	others
A199.9	99.9	0.50	0.07	0.005	0.02	0.01	0.025	0.010
A199.85	99.85	0.80	0.12	0.005	0.03	0.02	0.030	0.015
A199.7	99.7	0.10	0.20	0.010	0.03	0.02	0.030	0.030
A199.6	99.6	0.16	0.25	0.010	0.03	0.03	0.030	0.030
A199.5	99.5	0.22	0.30	0.020	0.03	0.05	0.050	0.030
A199.00	99	0.42	0.50	0.020	0.03	0.05	0.050	0.050

The Buyer agrees to pay the intermediary consultants commission in accordance with clause 13 of this SPAC.

6. PAYMENT TERMS

Both Parties hereby agree that the Payment terms under this SPAC shall be as Follows:

a. Security Payment to the seller's designated bank coordinates by bank Instruments–standby letter of credit (SBLC) by a recognized bank, for the total contract with 100% Payment by swift transfer (TT wire transfer) within 48hours of buyers final Destination port after SGS Report

b.100% SBLC MT760 BLOCKED FUNDS CONFIRMED – FOR WHICH FUNDS WILL BE RELEASED OR DISPACTHED ONLY AT PORT OF DISCHARGE AT THE DESTINATION PORT UPON CONFIRMATION OF QUALITY – QUANTITY – WHICH MEETS SGS REPORT AND ALSO QUALITY AS STATED BY THE BUYER (FINAL PAYMENT IS RELEASED TO SELLER WHEN GOODS ARE IN BUYERS DESTINATION SEA PORT)–

c. Actual payment will be made by TT via swift MT-103 covering the full shipment quantity and value payable 100% at destination port after SGS Inspection at discharge



port against presentation of the shipping documents and SGS Inspection Report. It is mandatory that both Inspection reports conducted by SGS should totally in terms of quality and quantity.

d. The instrument placed as second security for the seller shall be activate after FIVE days if the buyer fails to pay on time the proforma invoice after 48 hours.

e. Upon signing of this SPAC, true copy of the SBLC must be given to the seller to trigger the transaction taking full force into play-TRANSCATION CAN NOT TAKE PLACE UNLESS COPY OF THE INSTRUMENT HAS BEEN PRESENTED BY EMAIL AND OR FAX.

7. PAYMENT TERMS

PROCEDURE

A. The Buyer and Seller enter into contract.

B . Seller will provide SKR (POP) to the Buyer and Buyer shall implement the instrument Block Funds with cash back (SBLC) via MT760 to the seller's designated bank Coordinates for 5,000 MT of Aluminium Ingots.

Within ten business days from the sellers receiving the copy of the swift instrument Issuing to sellers designated bank coordinates (bank account)(Annex A-verbiage of the Instrument) the seller must be ready to ship the product with all necessary documents in place and inform the buyer within 48hours prior to arrival.

C. Within ten business days Seller shall ship the 5,000 MT of Aluminium Ingots to the Buyer Nominated port with all required export documents, and commodity description "BELIEVED TO CONTAIN 5000 MT Aluminium Ingots on the Commercial Invoice

D. The Seller shall notify the Buyer about the shipping Carrier, Airway Bill Numbers, and dates of expected departure and arrival time, and the Security Company Name handling the Security Issues 48hours prior to the shipment.

E. Commercial Invoices shall be signed as Accepted by all parties and Payment shall be Released to the Seller Bank Account (via TT or wire transfer) within 48hours from the Date of all parties accepted by T/T.

F. The Buyer, on behalf of Seller, shall clear the shipment through Customs as Contain to BELIEVED TO CONTAIN 5000 MT Aluminium Ingots" and complete the delivery.



G. Currency. Both Parties hereby agree that the currency for the payments of goods under this SPAC shall only be that of the EUROS.

8. TAXES ANDDUTIES

a. The SELLER hereby undertakes to pay all taxes and duties imposed by the Country of Port of Origin pertaining to exportation of Aluminium Ingots, the subject matter of this SPAC.

b. The BUYER shall pay all taxes and duties imposed at the country of discharge pertaining to the importation of Aluminium Ingots, the subject matter of this SPAC. Any documents required at the receiving port are the Buyer's responsibility.

9. FORCEMAJEURE

1. Neither the SELLER or BUYER shall be liable or responsible for any failure to Fulfill their respective obligations and responsibilities under this SPAC if fulfillment has Been prevented or curtailed by any circumstances whatsoever beyond the reasonable Control of SELLER or BUYER hereto, as the case may be including without prejudice to the generality of the foregoing:

a. Civil strife riots or war.

b. Strike, lockout, or labor dispute

c. Adverse weather or peril of the air, or embargoes

d. Delays of vessel due to breakdown provided always that nothing contained shall relieve the BUYER of any of its obligations to make payments due to the SELLER under this SPAC by the due date or according to the provision of the payment terms under this SPAC.

2. In the event of circumstances of Force Majeure lasting more than thirty (30) days, the BUYER shall have the right to cancel this SPAC partly or in totality. In such a Case, none of the Parties shall have the right to any compensation for possible Losses by either Party.



3. The Party seeking relief under (1) 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 these circumstances.

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

10. BREACH OF THIS SPAC/ ARBITRATION/ JURISDICTION

a. Both Parties here to hereby agree that except for the provisions of the Force Majeure as described above, any breach of any of the provisions of this SPAC shall be settled Amicably between both Parties. Failure to reach an amicable settlement, both Parties is here by agree to submit to an Arbitration under the Laws of the country of jurisdiction. Both Parties hereby agree to abide by the result of the Arbitration Process

b. If the dispute is not resolved by the Arbitration and necessitate bringing the dispute under the legal process, the jurisdiction shall that of the Poland Courts of Law.

11. INSURANCE, Bonded Carrier

The SELLER under CIF Port of Discharge Delivery Terms shall be responsible in procuring First Air Insurance to cover One Hundred and Ten percent (110%) of the value of each shipment. The Insurance Policy shall cover all risks of loss or Damages to the Cargo, including war, hijacking, loss of goods in the air, etc.

12. NON-CIRCUMVENTION/NON-DISCLOSURE

The buyer and the seller respect the confidential nature of this agreement and agree to Maintain in the strictest confidence, the names of the parties whose identities maybe come known to one another through the tendering of documents or assembling of banking

Or government approvals. The parties agree to maintain strict confidentiality concerning the identities of the parties directly or indirectly involved in this transaction. Buyer and Seller accepts and agree to the provisions of the International Chamber of Commerce for the non-circumvention and non-disclosure with regards to the buyer and seller being involved in this contract, additions to, renewals and third party assignments with full reciprocations. All data remain the property of the party who has brought the data to the transaction. Any of the parties who breach this rule will be liable for any damages and loss of profits resulting from such breaches, regardless of whether the breach is



A & B GROUP SPÓŁKA Z O O

deliberately or through negligence.

13 All brokers fees must be a part of this contract and paid by the seller.

14. GENERAL PROVISIONS

- a. Language: Both Parties hereto hereby agree that English Language, oral or written shall be the language to be used in any communication pertaining to this transaction.
- **b.** Addresses: The addresses provided herein, such as postal address, Office physical address, fax address, telephone, telex and email address, provided under this SPAC shall be the official addresses of the respective Parties and shall be used in all forms of communications. Should any of the Parties hereto change their address, such should be communicated in writing to the other Party.
- **c. Amendments, Changes** and **Additions**: This is the SALE-PURCHASE AGREEMENT CONTRACT, in it entirety. Any addition Changes or Amendment to be made under this SPAC 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'. The buyer is responsible for his refinery costs. Meeting minutes may be attached as agreed.

15. PAYMENT/BENEFICIARY

The financial instrument, the payment, will be issued in favor of Seller and sent to their Financial Institution as defined herein, as per Appendix No.1. Whenever a swift is sent between the banks, the sending party should provide swift receipt to the receiving party.



Seller's Banking Details: (one)

ACCOUNT NAME: GLOGOSTE COMPANY LTD ACCOUNT NUMBER:

BANK NAME: CAL BANK LTD BRANCH: GRAPHIC ROAD B37/1 ADDRESS: P.O BOX 14596, TEL: +233 30 2678223 FAX: +233 30 2678241

SWIFT CODE: ACCCGHAC

SELLER'S DESIGNATED BANK COORDINATES FOR THE SBLC

BANK NAME: VIETNAM EXPORT AND IMPORT BANK

ADDRESS: 196 HOANG DIEU STREET, WARD 8, DISTRICT 4, HO CHI MINH CITY VIETNAM

SWIFT CODE: EBVIVNVXQ04

BANK OFFICER: DINH THI. TO UYEN

BANK OFFICIAL EMAIL: uyen.dtto@eximbank.com.vn

BANK TELEPHONE No: +84937147904

ACCOUNT NAME: CONG TY TNHH THUONG MAI XNK 789

ACCOUNT NUMBER: 140280689000789



BUYER'S BANKING DETAILS:

Bank Name

Bank Address

SWIFT

Bank Officer

Bank Tel – Email

Account Name

Account Number

Buyer's and seller's reserve the right to change banking institutions and inform each other in a proper time.

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

SELLER

Name: IBAH IVAN VALENTIN

A&B GROUP SPOLKA ZOO

Title: CHAIRMAN

Signature:

Date:

Passport No: ET306798

Nationality: UKRAINIAN





BUYER

Name :

Title :

Signature

Date:

Passport Number:



A & B GROUP

ANNEX A

(TEXTVERBIAGEFORNON-OPERATIONSTANDBYLETTEROFCREDIT)

INSERT VERBIAGE FOR APPROVAL BY THE SELLER

ANNEX A

FORMAT OF THE PROVIDER'S PRE-ADVICE VIA MT799

SENDER BANKNAME: BANK ADDRESS: ACCOUNT NAME: ACCOUNT NUMBER: SWIFT CODE: BANK OFFICER: BANK TELEPHONE:

BENFICIARY: CONG TY TNHH THUONG MAI XNK 789

BANK NAME: VIETNAM EXPORT AND IMPORT BANK

BANK ADDRESS:196 HOANG DIEU STREET, WARD 8, DISTRICT 4, HO CHI MINH CITY VIETNAM

ACCOUNT NAME: CONG TY TNHH THUONG MAI XNK 789

ACCOUNT NUMBER:140280689000789

SWIFT CODE: EBVIVNVXQ04

BANK OFFICER NAME: DINH THI. TO UYEN

BANK OFFICER EMAIL: uyen.dtto@eximbank.com.vn

BANK TELEPHONE NUMBER: +84937147904

FINANCIER ADDRESS:155 HAI BA TRUNG STREET WARD 6, DISTRICT 3,HO CHI MINH CITY, VIETNAM

-----SWIFT MESSAGE TEXT------



A & B GROUP

SUBJECT : CASH-BACKED SBLC-BG MT760 UNDER ICC FORMAT 600

AMOUNT : USD\$21,191,250.00

BENEFICIARY : CONG TY TNHH THUONG MAI XNK 789

TRANSACTION CODE : NCKCCL/2019EX/5000

WE XXXX(ISSUING BANK AND ADDRESS)-------, ON BEHALF OF OUR CLIENT, HEREBY CONFIRM WITH FULL BANKING RESPONSIBILITY THAT WE ARE READY TO ISSUE AND DELIVER ONE YEAR AND ONE DAY (SBLC/BG MT760) CASH BACKED ICC 600 FORMAT IN THE AMOUNT OF USD\$21,191,250.00 (TWENTY ONE MILLION ONE HUNDRED AND NINTY ONE THOUSAND TWO HUNDRED AND FIFTY UNITED STATES DOLLARS ONLY) LAWFUL CURRENCY OF THE UNITED STATES DOLLARS IN FAVOR OF YOUR CLIENT CONG TY TNHH THUONG MAI XNK 789 , ACCOUNT NUMBER: 140280689000789.MATURITY: (365 DAYS) VIA SWIFT MT-760. THIS SWIFT MESSAGE IS VERIFIABLE ON NORMAL BANK-TO-BANK BASIS WITH FULL BANKING RESPONSIBILITY. WE FURTHER CONFIRM THAT THE SBLC-BG MT760 IS CASH-BACKED AND IS TRANSFERABLE AND UNCONDITIONALLY CALLABLE UPON MATURITY . WE ALSO CONFIRMED THAT THE SOURCE OF FUND IS DERIVING FROM LEGITIMATE SOURCE AND WE HAVE DONE OUR INTERNAL DUE DILIGENCES ACCORDANCE TO MONEY LAUNDERING ACT. THIS FUND IS CLEAN AND CLEAR FROM ANY CRIMINAL SOURCE. PLEASECONFIRM YOU ARE READY TO RECEIVE AND FUND THIS BANK INSTRUMENT AS PER AGREEMENT WITH .

OUR CUSTOMER ADVISES US THAT YOUR CLIENT HAS FULLY APPRISED YOU OF THE ARRANGEMENT.THERE WILL BE NO LIENS AND ENCUMBRANCES ON THIS INSTRUMENT WHICH SHALL BE DELIVERED AND AVAILED VIA MT760 AND EXACT SBLC-BG MT760 SHALL BE AS BELOW:

-----QUOTE-----

WE, ------(ISSUING BANK AND ADDRESS)------, AT THE REQUEST OF THE ABOVE REFERENCED CLIENT, HEREBY ESTABLISH OUR IRREVOCABLE AND TRANSFERABLE SBLC-BG MT760 IN FAVOR OF CONG TY TNHH THUONG MAI XNK 789, IN THE AMOUNT OF USD\$21, 191,250.00 (TWENTY ONE MILLION ONE HUNDRED AND NINTY ONE THOUSAND TWO HUNDRED AND FIFTY UNITED STATES DOLLARS ONLY) LAWFUL CURRENCY OF THE UNITED STATES DOLLARS AVAILABLE BY DRAFT UPON PRESENTATION TO US OF THE ORIGINAL OF THIS SBLC-BG MT760 AT OUR COUNTERS ON MATURITY, BUT NOT LATER THAN FIFTEEN (15) DAYS AFTER THE MATURITY DATE.SUCH DRAFT, UNDER THIS SBLC MT760 MUST BE MARKED ON ITS FACE "DRAWN UNDER (ISSUING BANK & ADDRESS),SBLC-BG MT760 NUMBER [XXXXXXXXX], DATED XX/ SEPTEMBER 2019".

WE HEREBY AGREE WITH THE DRAWER, ENDORSER AND/OR BONAFIDE HOLDER OF THE DRAFT DRAWN UNDER, AND IN COMPLIANCE WITH, TERMS OF THE SBLC-BGMT760, SUCH THAT DRAFT WILL BE DULY HONORED, AT ANY OF OUR COUNTERS WORLDWIDE, UPON PRESENTATION TO THE DRAWER HEREOF.

SUCH PAYMENT SHALL BE MADE WITHOUT SET-OFF AND CLEAR OF ANY DEDUCTIONS, OR CHARGES, FEES OR WITHHOLDING OF ANY NATURE, NOW OR HEREINAFTER IMPOSED, LEVIED, COLLECTED, WITH-HELD OR ASSESSED BY THE GOVERNMENT OF UNITED KINGDOM OR ANY POLITICAL SUBDIVISION OR AUTHORITY THEREOF OR THEREIN.

THIS SBLC-BG MT760 IS IRREVOCABLE AND TRANSFERABLE AND IS DRAWN IN ACCORDANCE WITH, AND IS SUBJECT THE "UNIFORM CUSTOMS AND PRACTICES FOR SBLC -MT760" TO UCP (2007 REVISION) ICC PUBLICATION NO. 600 (UCP 600) AND SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF XXXXXXXX. THIS IS AN OPERATIVE INSTRUMENT.

FOR AND ON BEHALF OFTHIS PRE-ADVISE IS VALID FOR SEVEN (7) INTERNATIONAL BANKING DAYS ONLY AS AN OPERATIVE INSTRUMENT, NO MAIL CONFIRMATION WILL FOLLOW. ALL CHARGES ARE FOR THE ACCOUNT OF APPLICANT.

BANK OFFICER: TITLE PIN CODE:



APPENDIX 1

SBLC/BG MT760 CONFIRMED ACCEPTABLE VERBIAGE **ISSUING BANK: BANKNAME:** BANK ADDRESS: ACCOUNT NAME: ACCOUNT NUMBER: SWIFT CODE: **BANK OFFICER:** BANK TELEPHONE:

BENFICIARY: CONG TY TNHH THUONG MAI XNK 789

BANK NAME: VIETNAM EXPORT AND IMPORT BANK

BANK ADDRESS: 196 HOANG DIEU STREET, WARD 8, DISTRICT 4, HO CHI MINH CITY VIETNAM

ACCOUNT NAME: CONG TY TNHH THUONG MAI XNK 789

ACCOUNT NUMBER:140280689000789

SWIFT CODE: EBVIVNVXQ04

BANK OFFICER NAME: DINH THI TO UYEN

BANK OFFICER EMAIL: uyen.dtto@eximbank.com.vn

BANK TELEPHONE NUMBER:+84937147904

FINANCIER ADDRESS:155 HAI BA TRUNG STREET WARD 6, DISTRICT 3,HO CHI MINH CITY, VIETNAM

LOCATED ATADDRESSXXXXXXXXXXXXXXXXXXXXXXXX HEREBY ISSUE IN

FULL BANK **RESPONSABILITY OUR 100% CASH BACKED**

IRREVOCABLE, OPERATIVE, TRANSFERABLE,

DIVISIBLE, ASSIGNABLE, AND UNCONDITIONALLY STANDBY LETTER OF CREDIT /BANK GUARANTEE AND PROMISE TO PAY, WITHOUT PROTEST OR NOTIFICATION, TO THE ORDER OF CONG TY TNHH THUONG MAI XNK 789 , THE SUM OR SUMS NOT TO EXCEED THE AGGREGATE AMOUNT OF USD\$21.191.250.00 (TWENTY ONE MILLION ONE HUNDRED AND NINTY ONE THOUSAND TWO HUNDRED AND FIFTY UNITED STATES DOLLARS ONLY) IN LAWFUL CURRENCY OF THE UNITED STATES DOLLARS.WE CONFIRM USD\$21,191,250.00 (



TWENTY ONE MILLION ONE HUNDRED AND NINTY ONE THOUSAND TWO HUNDRED AND FIFTY UNITED STATES DOLLARS ONLY) ON DEPOSIT AND ARE READY TO BLOCK THIS AMOUNT, WHICH IS CONFIRMED AND VERIFIED BANK-TO-BANK, VIA SWIFT, IN FAVOR OF

THE ACCOUNT AT 140280689000789 FOR YOU, AS BENEFICIARY.PAYMENT WILL BE MADE ON

PRESENTATION AND SURRENDER OF THIS CASH BACKED IRREVOCABLE, OPERATIVE,

TRANSFERABLE , DIVISIBLE, ASSIGNABLE, AND UNCONDITIONALLY STANDBY LETTER OF

CREDIT /BANK GUARANTEE AT ANY OF THE COUNTERS OF OUR OFFICES AT

BANK, ADDRESS.....

WE HEREBY UNDERTAKE TO PROMPTLY HONOR YOUR DRAFT(S) DRAWN AGAINST US FOR ALL OR PARTIAL AMOUNTS OF THIS CASH BACKED IRREVOCABLE, OPERATIVE, TRANSFERABLE, DIVISIBLE, ASSIGNABLE, AND UNCONDITIONALLY STANDBY LETTER OF CREDIT /BANK GUARANTEE.THIS SBLC/BG IS ISSUED, PRESENTABLE AND PAYABLE AND WE GUARANTEE TO THE DRAWERS, ENDORSERS, AND BONAFIDE HOLDERS OF THIS CASH BACKED IRREVOCABLE, OPERATIVE, TRANSFERABLE, DIVISIBLE, ASSIGNABLE, AND UNCONDITIONALLY STANDBY LETTER OF CREDIT /BANK GUARANTEE, THAT DRAFTS UNDER AND IN COMPLIANCE WITH ITS TERMS WILL BE HONORED WITH FULL BANK

RESPONSIBILITY. WE AGREE TO REPLACE THIS ORIGINAL STANDBY LETTER OF CREDIT/BANK GUARANTEE IN THE EVENT IT IS LOST, STOLEN, MUTILATED OR DESTROYED WITH THIS ONE MARKED AS A TRUE COPY OR REPLACEMENT.

SUBJECT TO THE EXPRESS TERMS AND CONDITIONS HEREIN, FUNDS UNDER THIS STANDBY LETTER OF CREDIT /BANK GUARANTEE ARE UNCONDITIONALLY AVAILABLE TO YOU, UPON PRESENTATION OR DELIVERY TO OUR OFFICES, OR A WRITTEN NOTICE BEARING THE ORIGINAL SIGNATURE OF AN OFFICER OF THE BENEFICIARY, SIMPLY CERTIFYING THAT "WE ARE HEREBY AUTHORIZED TO DRAW UNDER THE STANDBY LETTER OF CREDIT /BANK GUARANTEE, AND THIS WRITTEN NOTICE TO BE ACCOMPANIED BY THE ORIGINAL COPY OF THIS STANDBY LETTER OF CREDIT /BANK GUARANTEE.

WE HEREBY AGREE THAT THE FORM OF ANY DRAW CERTIFICATE REQUIRED BY US, IF ANY, SHALL NOT ITSELF REQUIRE CONDITIONS FOR DRAW, OTHER THAN THOSE AS HEREIN IDENTIFIED. ANY PARTIAL DRAWS AGAINST THIS STANDBY LETTER OF CREDIT /BANK GUARANTEE SHALL REDUCE THE AMOUNT AVAILABLE HEREUNDER.THE APPLICANT WILL PAY ALL COMMISSIONS AND CHARGES RELATING TO ANY DRAW OR THE TRANSFER OF THIS STANDBY LETTER OF CREDIT /BANK GUARANTEE TO ANY SUCCESSOR IN INTEREST OF THE BENEFICIARY.SUCH PAYMENT SHALL BE MADE WITHOUT SET-OFF, AND FREE AND

CLEAR OF ANY DEDUCTIONS, CHARGES, FEES, OR WITHHOLDING OF ANY NATURE PRESENTLY OR IN THE FUTURE IMPOSED, LEVIED, COLLECTED, WITHHELD OR ASSESSED.

THIS STANDBY LETTER OF CREDIT /BANK GUARANTEE IS CASH BACKED IRREVOCABLE, OPERATIVE, TRANSFERABLE, DIVISIBLE, ASSIGNABLE, AND UNCONDITIONALLY AND PAID, WITH BENEFICIARY'S WRITTEN CONSENT WITHOUT PRESENTATION OF IT TO US AND MAY



BE RELIED UPON FOR THE PURPOSE OF OBTAINING CREDIT LINES OR LOANS.

THIS STANDBY LETTER OF CREDIT /BANK GUARANTEE EXPIRES WITH OUR FINALIZATION OF BUSINESS ON THE EXPIRATION DATE FIRST STATED ABOVE, HOWEVER, AS A CONDITION OF THIS SBLC/BG, IT SHALL BE DEEMED AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR ADDITIONAL PERIOD OF ONE YEAR ONE DAY, TERMINATING UPON EXPIRATION OF THE, THEN, CURRENT PERIOD, UNLESS WE NOTIFY YOU AT LEAST THIRTY (30)DAYS BEFORE OF ANY SUCH EXPIRATION DATE, BY REGISTERED MAIL, WITH RETURN RECEIPT, REQUESTING THAT WE CHOOSE NOT TO RENEW THIS STANDBY LETTER OF CREDIT /BANK GUARANTEE, FOR SUCH AN ADDITIONAL PERIOD OF TIME.

THIS STANDBY LETTER OF CREDIT /BANK GUARANTEE CANNOT BE AMENDED, MODIFIED OR REVOKED WITHOUT THE PRIOR WRITTEN CONSENT OF CONG TY TNHH THUONG MAI XNK 789 ,SHALL NOT BE DEEMED TO HAVE WAIVED ANY RIGHTS UNDER THIS STANDBY LETTER OF CREDIT /BANK GUARANTEE , UNLESS AN OFFICER OF THE BENEFICIARY SHALL HAVE SIGNED A WRITTEN WAIVER, EXPRESSLY REFERENCING THE RIGHT TO BE WAIVED.NO SUCH WAIVER SHALL BE EFFECTIVE AS TO ANY TRANSACTION THAT OCCURS SUBSEQUENT TO THE DATE OF THE WAIVER, OR AS TO ANY CONTINUANCE OF A BREACH, AFTER THE WAIVER. THE PERFORMANCE BY THE BENEFICIARY AND ANY ISSUING, ADVISING, CONFIRMING, NEGOTIATING, PAYING OR CHANGE TO ANOTHER BANK UNDER THIS STANDBY LETTER OF CREDIT /BANK GUARANTEE, IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICES FOR DOCUMENTARY CREDITS,2007 REVISION,ICC PUBLICATION NO. 600("UCP").AS TO MATTERS NOT GOVERNED BY THE UCP,THIS CASH BACKED IRREVOCABLE,OPERATIVE,TRANSFERABLE, DIVISIBLE, ASSIGNABLE, AND UNCONDITIONALLY STANDBY LETTER OF CREDIT /BANK GUARANTEE IS GOVERNED BY THE INTERNAL LAWS OF THE STATE OF XXXXXXXX (WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS).

AUTHORIZED BANK OFFICER 1

AUTHORIZED BANK OFFICER 2



SELLER'S PASSPORT COPY:





POLTAX	NACZELNIK TRZECIEGO URZĘDU
NACZELNIK	SKARBOWEGO WARSZAWA-ŚRÓDMIEŚCIE
TRZECIEGO URZĘDU SKARBOINEGO	
Warszawa-Śródmieście ul. Lindieya 14	Warszawa, dnia 29.08.2014
02-013 WARSTAWA	
JZ	IE ZAREJESTROWANIA PODMIOTU AKO PODATNIKA VAT
Na podstawie art.96 ust.4 ustawy z dnia 11	marca 2004 r. o podatku od towarów i usług (Dz.U. Nr 54,
poz. 535 z późn. zm.) naczelnik urzędu skar	bowego potwierdza zarejestrowanie podatnika o nazwie:
A AND B GROUP SPÓŁKA Z OGRANI	CZONA ODPOWIEDZIALNOŚCIA
	,
	zgiąć
o Numerze Identyfikacji Podat	kowej jako:
	Z upoważnienia Naczelnika
Franklin	PODATNIKA VAT CZYNNEGO / PODATNIKA VAT
5361935855	ZWOBNIONEGO (*)
	Obsługi Bezpośredniej
	Arma harming
	Anna Rogucka
(po	dpis z podaniem imienia, nazwiska i stanowiska służbowego)
Podatnik ma obowiązek posługiwania się Nume	rem Identyfikacji Podatkowej na zasadach określonych
w art.96 ust.11 ustawy z dnia 11 marca 2004	r. o podatku od towarów i usług.
*) Niepotrzebne skreślić.	
Nadawca:	Adresat:
TRZECI URZĄD SKARBOWY WARSZAWA-ŚRÓDMIEŚCIE	
LINDLEYA 14	A AND B GROUF SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ
WARSZAWA	GEN LEOPOLDA OKULICKIEGO
02-013 WARSZAWA	JABLONA
	05-110 JABLONA



A & B GROUP Spółka z o o

WARSZAWA 29.08.2014

N APOLITAX L N I K IRZEGIE VAT-SUE Wars VAT-SUE ul. Lindleya 14 02-013 W A R S Z A W A OB - 21

POTWIERDZENIE ZAREJESTROWANIA PODMIOTU

JAKO PODATNIKA VAT UE

Na podstawie art.97 ust.9 ustawy z dnia 11 marca 2004 r. o podatku od towarów i usług (Dz.U. Nr 54, poz.535, z późn. zm.) naczelnik urzędu skarbowego potwierdza zarejestrowanie z dniem 01.09.2014 podatnika o nazwie:

A AND B GROUP SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ

o Numerze Identyfikacji Podatkowej PL5361935855 jako PODATNIKA VAT UE

Z upoważnienia Naczelnika Trzeciego Urzędu Skarbowego Warszawa-Śródmieście KIEROWNIK I DZIAŁU Obsługi Bezpośredniej Awuga Logucuna Anna Rogacka

(podpis z podaniem imienia, nazwiska i stanowiska służbowego)

Podmiot zarejestrowany jako podatnik VAT UE ma obowiązek posługiwania się przy dokonywaniu wewnątrzwspólnotowych nabyć lub dostaw towarów, a także przy świadczeniu usług, do których stosuje się art.100 ust.1 pkt 4 ustawy, lub nabywaniu usług, do których stosuje się art.28b ustawy, jeżeli usługi te stanowią u podatnika import usług – Numerem Identyfikacji Podatkowej poprzedzonym kodem PL zgodnie z art.97 ust.10 ustawy z dnia 11 marca 2004 r. o podatku od towarów i usług (Dz.U. Nr 54, poz.535, z późn.

Nadawca: TRZECI URZĄD SKARBOWY NARSZAWA-ŚRÓDMIEŚCIE LINDLEYA 14 WARSZAWA 02-013 WARSZAWA

Adresat: A AND B GROUP SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ GEN LEOPOŁDA OKULICKIEGO JABLONA 05-110 JABLONA



GŁÓWNY URZĄD STATYSTYCZNY, Al. Niepodległości 208, 00-925 Warszawa

Podstawa prawna: rozporządzenie Rady Ministrów z dnia 27 lipca 1999 r. (Dz. U. Nr 69, poz. 763, z późn. zm.)

KRAJOWY REJESTR URZĘDOWY PODMIOTÓW GOSPODARKI NARODOWEJ

URZĄD STATYSTYCZNY W WARSZAWIE 02-134 WARSZAWA, UL. 1 SIERPNIA 21 tel. (22) 4642083, faks. (22) 8467831, e-mail: SekretariatUSWAW@stat.gov.pl data: 18-08-2014

ZAŚWIADCZENIE

o numerze identyfikacyjnym REGON

Zaświadcza się, że na podstawie złożonego wniosku osoba prawna o nazwie: A AND B GROUP SPÓŁKA ZOGRANICZONĄ ODPOWIEDZIALNOŚCIĄ i siedzibie w:województwo MAZOWIECKIE powiat WARSZAWA, gmina/dzielnica/delegatura WARSZAWA - OCHOTA adres: JABLONNA, GEN. LEOPOLDA OKULICKIEGO 9 05-110 JABLONNA otrzymała numer identyfikacyjny REGON:

380741160

Do powyższego numeru przypisane są między innymi następujące informacje:

Szczególna forma prawna: Własność:

RIGH

17 SPÓŁKI Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ 214 WŁASNOŚĆ KRAJOWYCH OSÓB FIZYCZNYCH

Rodzaj przeważającej działalności: wg Polskiej Klasyfikacji Działalności (PKD 2007)

4619Z DZIAŁALNOŚĆ AGENTÓW ZAJMUJĄCYCH SIĘ SPRZEDAŻĄ TOWARÓW RÓŻNEGO RODZAJU

Liczba jednostek lokalnych: 1

Zaświadczenia o numerach identyfikacyjnych REGON nadanych jednostkom lokalnym drukowane są odrębnie.

Urząd Statystyczny w Warszawie jeczęć US 161, 22 464-20-83

Z up. Dyrektora Urzęd Kierownik Wy Grating Silm (podpis osoby upoważnionej przez Dyrektora Urzędu Statystycznego)