

FULL CORPORATE OFFER

Irrevocably and confirm and warrant with full, legal and corporate responsibility and authority, and under penalty of perjury, or fraud, that we are legally authorized to offer and sell Copper Cathodes under the following terms and conditions:

Commodity: Copper cathodes 99.98-99.99% (LME STANDARD)
Date of first Consignment: Immediate upon receipt of Irrevocable Corporate Purchase Order and a signed Full Corporate Order by the Buyer and an irrevocable LC at

Contract Quantity: 1000 to 10000 consignment Per month (1 year minimum)
Form: Copper Cathodes

Delivery Terms: CIF BUYERS PORT (ASWP)

PRODUCT: COPPER CATHODES 99.98% (ELECTROLYTIC COPPER GRADE - A)

STANDARD: L.M.E. GRADE A STANDARD CU CATHODE – 1, CU PURITY 99.98% MINIMUM.

DIMENSION: 914mm x 914mm x 12mm (appr.) 36" x 36" x 0.5".

PACKING: PALLETIZED BANDED BY ALUMINIUM BANDS.

FORM : METRIC TONS OF WEIGHT (MTW)

Price **LME -15%** per Metric Tonne.

Origin: Republic of DRC \ Zambia

Payment: 100% irrevocable Transferable Letter of Credit Payment at Destination after inspection, in our nominated bank account

Title and Risk: The consignment title and risk changes from Seller To Buyer upon Seller getting 100% payment.

Documentation:

Accompanied by:

- A. Commercial invoices
- B. Assay certificate of Q & Q
- C. Release order
- D. Certificate of origin
- E. Certificate of ownership
- F. Metal clearing certificate

PROCEDURE

- Seller sends FCO to buyer
- Buyer conditionally accepts by signing it and send it back to the Seller upon which the Seller replies by sending firm purchase agreement back to buyer
- Upon receipt of signed FCO seller sends POP to the buyer. Upon receipt of POP buyer opens 100% Irrevocable Transferable Letter of Credit into Sellers nominated bank in Pakistan.
- Seller assigns the transporter (s) to do the transportation from the current warehouse at the Seller's expense to Port of loading Durban ,south Africa.
- Buyer instructs his bank to Pay the 100% against assay Documents 48 HOURS after issue of the assay report
- Upon confirmation of receipt of full payment by seller, buyer takes possession of the consignment.

WARRANTIES

warrants that the commodity will be legally lifted, and will without any restriction and that all government cost will be paid in the country of origin.

APPLICABLE LAW AND JURISDICTION

Any action or legal proceeding related to this Agreement should be adjudicated under the international laws of commonwealthy countries only and conducted in the English Language. Should either party not perform exactly within the terms and conditions of this Agreement, the other party will give notice regarding the non performance, whereupon the non performing party must comply with their obligations within (10) Working Days or this Agreement shall be cancelled without further notice.

Any dispute arising between the parties through divergent interpretation Of the language of and context of this Agreement, or related to any subsequent agreement concluded as a result of this Agreement, shall be settled through arbitration between parties. The cost of the arbitration tribunal shall be under the rule of conciliation and arbitration of the

Commerce Court of Arbitration. The English language shall be the language the contract and proceedings.

JOINT DECLARATION

The Seller and Buyer each declare unto one another that the commodities offered herein for sale, and the origin of the funds used for purchasing the Commodities, do NOT contravene: The Drug Trafficking Offences Act 1986, The Criminal Act 1988, The prevention of Terrorism (Temporary Provisions) Act 1989, The criminal Justice (International Co-operation) Act 1990, The Criminal Justice Act 1993 and the Money Laundering Regulation 1993 or are from any other illegal or criminal activity. Accordingly, each party to this agreement indemnifies each other against such allegations, which may or may not be made in future.

FASCIMILE COPIES

This Agreement shall be accepted to be legal and binding by both parties if executed and sent by fax and/or email direct to the parties concerned.

FORCE MAJEURE

The parties hereto shall not be held liable for any failure to perform under the "Force Majeure" clause, as regulated by the International Chamber Of Commerce.

ETHICS: (NON- CIRCUMVENTION and NON DISCLOURE)

Both Buyer and Seller acknowledge that the harm of the other party would be substantial, and therefore the Seller and Buyer agree to abide by the customary international rules of the non-circumvention and non-disclosure, as established by the International Chamber of Commerce, for a period of five (5) years from date hereof. Said non- circumvention and non-disclosure shall include, but not be limited to communicating with each other's banks, refineries, and representative of Buyer dealing with customers, brokers or Sellers mandate. The understanding and accord of this subparagraph will survive the termination of this Agreement.

This Agreement is binding upon the parties hereto, their assigns and successors, and is signed with full authority to act and bind the company each party legally represents.

The terms of this Agreement shall be confirmed and signed by the Buyer and the Seller, via facsimile or email transmission shall be binding on the parties.

Execution of the Agreement by the parties initiates and concludes the legal liabilities between the Buyer and the Seller of this contract.

By signing below both parties abide by their corporate and responsibility, and execute this contract under full penalty of perjury. This Sale and Purchase Agreement (the "Agreement") is made effective as of the date last signed below the following Parties:

