



## **SALE AND PURCHASE AGREEMENT KHT0008/0529**

By and Between

**SELLER**

---

And

**BUYER**

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For

ELECTROLYTIC COPPER CATHODES - GRADE A

NO REGISTERED LME with purity of 99.99%

(CIF Basis) (Contents)



## **SALES AND PURCHASE AGREEMENT FOR COPPER CATHODE**

***Confidentiality Notice:*** *This document is for the sole use of the intended recipient and may contain confidential and privileged information and it will be valid only and exclusively if compiled parts of the documents. Any unauthorized change, review, use, disclosure or distribution of this document is prohibited and if not authorized by both parties, they will come to all pursuers from international accords, and therefore this document will be immediately null and void.*

**PRODUCT: COPPER CATHODES CU 99.99%, NON-LME GRADE A, (ELECTROLYTIC COPPER GRADE A), STANDARD CU CATHODE, PURITY (99.97%-99.99%), (COMPLIANT WITH LME GRADE A, STANDARD CU CATHODES)**

**CONTRACTED QUANTITY:** Shipment as agreed of specific no less than X000MT per month and X00 thousand tons minimum per year for 1 year.

***This Sale and Purchase Agreement was made and entered into this 23<sup>th</sup> September, 2025 by and between:***

HEREINAFTER REFERRED TO AS THE 'SELLER'

<b>Company Name:</b>	<b>KHUMOTONE SARL</b>
<b>Company Reg. No.</b>	<b>+243 970 382 052</b>
<b>Address:</b>	<b>Immeuble Botour 4eme Niveau local 11 – Gombé -Kinshasa - DRC</b>
<b>Office Telephone Number :</b>	<b>+243 970 382 052</b>
<b>E-Mail:</b>	<a href="mailto:jaimengombo@khumotone.com">jaimengombo@khumotone.com</a> / <a href="mailto:jpinto1074@gmail.com">jpinto1074@gmail.com</a>
<b>Represented By:</b>	<b>Jaime Pinto</b>
<b>Designation:</b>	<b>General Manager</b>
<b>Cell Number:</b>	<b>+244934788287</b>
<b>Nationality:</b>	<b>ANGOLAN</b>
<b>Passport No.</b>	<b>N3220675</b>

HEREINAFTER REFERRED TO AS 'BUYER'

<b>Company Name:</b>	<b>SVL Trading Import-Export Sole Co., Ltd.</b>
<b>Company Reg. No.</b>	
<b>Address :</b>	<b>Dongkhamxang Village, Hatxayfong District,</b>
<b>Country:</b>	<b>xxxxxxxxxxx</b>
<b>Telephone / Mob:</b>	

<b>E-Mail:</b>	bounpan2@smail.com
<b>Represented By &amp; Title:</b>	Mr. Bounpanh Sovilay - Managing Director
<b>Nationality:</b>	<b>LAO PDR</b>
<b>Passport No:</b>	

WE, **seller's company** HEREBY REFERRED TO AS THE SELLER, WITH FULL LEGAL AND CORPORATE RESPONSIBILITY, DO HEREBY ISSUE THIS SALE AND PURCHASE CONTRACT TO CERTIFY AND CONFIRM THAT WE ARE READY AND ABLE TO SELL AND DELIVER THE GOODS HEREIN OFFERED UNDER THE STATED TERMS AND CONDITIONS AS FOLLOWS.

WE, **buyer's company**, HEREBY REFERRED TO AS THE BUYER CONFIRM WITH FULL CORPORATE AUTHORITY THAT WE ARE READY, WILLING, AND ABLE TO BUY THE FOLLOWING COMMODITY FROM THE SELLER UNDER THE SPECIFICATIONS AND CONDITIONS AS DESCRIBED BELOW:

**Whereas:**

- a) All parties confirm that each is fully empowered, legally qualified, and duly authorized to execute and deliver this Sale Purchase Agreement (SPA) document, and to be bound by its terms and conditions.
- b) The Parties hereby warrant and declare that all funds applied in the conduct of this transaction are **good, clear, clean authentic, legally earned and of non-criminal origin.**
- c) The Parties hereby warrant and declare that the transaction and contract are not entered into to facilitate and advance **terrorist activities, drug trafficking and/or illegal arms dealings.**

d) The parties have by mutual request to each other reached agreement for the purchase and sale of specified commodities. In consideration of the representations, warranties, covenants, and agreements made by and between the parties, it is hereby agreed that the parties shall proceed to execution on the following terms and conditions.

e) The seller agrees by signing this SPA Contract with full corporate authority, represents and warrants they can fulfill the requirements of this Sales and Purchase Agreement (SPA), to sell Electrolytic Copper Cathode (CU) NON-LME GRADE with Cu Purity of 99.97% - 99.99% herein after referred as “copper cathode”)

f) The Buyer agrees by signing this SPA with full corporate and legal responsibility that they are ready, willing, and able to process and purchase the Seller’s Copper Cathode as per the terms and conditions mentioned in this **SALES & PURCHASE AGREEMENT (SPA)**:

- COMMODITIES UNDER SALE: Copper Cathode (Min. Purity 99.97% (Cu) Non-LME (Grade)
- **COUNTRY OF ORIGIN: Congo DRC**
- THE PURITY IS ABOVE Cu 99.99%

WHEREAS THE SELLER AND THE BUYER, EACH WITH FULL CORPORATE AUTHORITY, CERTIFY, REPRESENT AND WARRANT THAT EACH CAN FULLFILL THE REQUIREMENTS OF THIS CONTRACT AND RESPECTIVELY PROVIDE THE PRODUCTS AND THE FUNDS REFERRED TO HEREIN IN TIME AND UNDER THE TERMS AGREED TO HEREIN AFTER; AND WHEREAS THE SELLER HEREBY AGREES AND MAKES AN IRREVOCABLE FIRM CONTRACT TO SELL AND

WHEREAS THE BUYER HEREBY AGREES AND MAKES AN IRREVOCABLE FIRM CONTRACT TO PURCHASE COPPER CONCENTRATE WHEREAS THE SELLER AND BUYER BOTH AGREES TO FINALIZE THE CONTRACT UNDER THE TERMS AND CONDITIONS, IT IS THEREAFTER AGREED AS FOLLOWS.

**It is agreed as follows:**

**1. Definitions and Interpretation**

**1.1. Definitions**

In this Agreement and the recitals, unless clearly inconsistent with or otherwise indicated by the context;

- 1.2. “Agreement”** means this Sale and Purchase Agreement, the schedules, appendices and annexures hereto (as applicable);
- 1.3. “Applicable Law”** means the Commercial and Federal law of Country of origin, including inter alia, the common law, statute, subordinate legislation, treaty, guideline, directive, rule, bylaw, regulation, ordinance, protocol, code, standard, requirement, order, judgment, injunction, award or decree of any applicable Governmental Authority having the force of law.
- 1.4. “Working Day”** means any day other than a Saturday, Sunday, or Public Holiday in **Congo and China**.
- 1.5. “Buyer”** shall be Buyer
- 1.6. “Commercial Act”** means the Commercial act of Country of origin as amended.
- 1.7. “Clause”** means a clause of this agreement
- 1.8. “CIF”** means Cost of goods, Insurance of the material and Freight is the Ocean liner freight.
- 1.9. “Defaulting Party”** means the party with respect to whom an Event of Default occurs.
- 1.10. “Incoterms 2020”** means the international rules for the interpretation of the most used trade terms in international trade, published by the International Chamber of Commerce in 1936 and amended in 1953, 1967, 1976, 1980, 1990, 2000 and 2020 (and any later amendments thereto).

- 1.11.** “LC/Guarantee” A letter of credit is payment guarantee by the buyer bank to the seller bank.
- 1.12.** “Warehouse of Loading ” means Kolwezi, Likasi or Lubumbaxi warehouse in DRC.
- 1.13.** “Warehouse of delivery” means Dar Es Salaam Tanzania or Durban S.A warehouse.
- 1.14.** “MT” means metric ton as per a unit of mass equal to 1,000 kilograms.
- 1.15.** “Parties” means the Seller and the Purchaser and “Party” shall mean either one of them as the context may indicate.
- 1.16.** “PCT” means percentage.
- 1.17.** “Product” means COPPER CATHODES: with purity above 99.97% whereas below 99.96% is rejectable by the buyer
- 1.18.** “Signature Date” means the date on which this Agreement is signed by the Party signing last in time, provided that both Parties have signed it.
- 1.19.** “Term” means the period commencing on the Signature Date and terminating on the Termination Date.
- 1.20.** “Termination Date” means the date falling 1 years after the Signature Date (the relevant date herein after referred to as the “Expiration Date”), unless terminated earlier in terms of any provisions of this agreement that provides for early termination of the Agreement or as agreed to by both parties in writing. This duration of three years goes apart with role-overs and extensions.
- 1.21.** “Ton” means a Metric Ton.
- 1.22.** “US\$” means United States dollars and US¢ means United States cents.
- 1.23.** “FORCE MAJEURE”: International Chamber of Commerce Force Majeure clause as in force on the date of contract will be applicable for this contract.

## **2. Interpretation**

- 2.1.** In this Agreement and the recitals, unless clearly inconsistent with or otherwise indicated by the context ;
- any reference to the singular includes the plural and vice versa.
  - any reference to natural persons includes legal persons and vice versa.

- any reference to a gender includes the other gender; and
- references to any enactment shall include references to such an enactment as it may, after the Signature Date, from time to time be amended, supplemented, or re-enacted.

**2.2.** Where appropriate, meanings ascribed to defined words and expressions in Clause 1.1 (Definitions) above, shall impose substantive obligations on the Parties.

**2.3.** The Clause headings in this Agreement have been inserted for convenience only and shall not be considered in its interpretation.

**2.4.** Where this Agreement requires a Party to use its “best endeavors” in relation to an act or omission, that Party shall do all such things as are or may be reasonably necessary or desirable to achieve that act or to omit taking an action.

**2.5.** No provision herein shall be construed against or interpreted to the disadvantage of a Party by reason of such Party having or being deemed to have structured, drafted and/or introduced such provision.

**2.6.** The words “including”, “include”, “other” and “in particular”, or any similar expression shall be construed as being by way of illustration only and shall not be construed as limiting the generality of any foregoing words.

**2.7.** Any communication to be made pursuant to or in connection with this Agreement (including any “notice”, “demand”, “Agreement”, “approval”, “consent”, “resolution” and “confirmation”) shall be made by notice in writing in the English language.

**2.8.** Save where otherwise specified, references to “writing” or “written” includes any non-transient means of representing or copying words legibly, including by electronic mail.



**2.9.** References to any DRC legal term for any action, remedy, proceeding, document, court, official, status, concept, situation or thing include, in respect of any jurisdiction other than DRC, a reference to the nearest equivalent in such jurisdiction to the DRC term. References to any of Country origin legal term for any action, remedy, proceeding, document, court, official, status, concept, situation or thing include, in respect of any jurisdiction other than Country of origin, a reference to the nearest equivalent in such jurisdiction to the Country-of-origin term.

**2.10.** References in this Agreement to any Party shall include, or be deemed to be references to, (as may be appropriate) its respective successors, permitted assignees or transferees.

### **3. TERMS OF THE CONTRACT GOVERNED IN THIS SALE PURCHASE AGREEMENT**

The Seller Guarantees to the Buyer That the Goods Delivered Under the Present Contract Will Correspond to The Characteristics Below

<b>1. Commodity</b>	<b>Electrolytic Copper cathode 99.96% min NO REGISTERED LME-- GRADE A</b>	
<b>2. Product</b>	Commodity	Copper Cathode 99.99% maximum
	HS Code	7403111900
	Origin/Current Location	Congo DRC
	Shipping Terms for Sale	CIF Dar Es Salaam warehouse.Tanzania
	Quality	Inspection & approval by independent surveyor (CCIC/SGS/Alfred H. Knight)
	Packing	Standard export by land road package, suit for all kinds of transport, the goods palletized banded by aluminium or steel or high resistance plastic band.

<b>3. Quantity</b>	Contract: no less than 1000 MT per month and 12 000 thousand tons per year for 1 year. (renewable with one month notice)	
<b>4. Price</b>	The payment price will be determined based on the date of the Inspection & approval by independent surveyor (CCIC/SGS/Alfred H. Knight) report at the port of delivery after the goods have arrived. The price will be set by taking the average LME price for the five trading days prior to this date and adjusting it downwards by 12% on this basis. The buyer shall make the payment through MT103 to the account designated by Khumotone within five banking days following the date of the inspection report.	
<b>5. Payment terms</b>	<p>1.The payment for the long-term agreement shipments will be made through the buyer issuance of 100% of the contract value via SBLC MT760, irrevocable, transferred and confirmed by prime bank online, valid for 365+1 days from the buyer to Khumotone account as a Bank Guarantee. The SBLC will be issued by the bank designated by the Buyer, based on the original letter of credit established by the Buyer, to the Seller after the signing of the contract within 10 days.</p> <p>The SBLC must be sent to DISTINTO PARALELO – AGRICULTURA LDA, Khumotone's European representative and designated recipient for the SBLC. DISTINTO PARALELO – AGRICULTURA LDA is co-signatory to this contract.</p> <p>If <b>SVL Trading Import-Export Sole Co., Ltd</b> wishes to use a partner company to issue the guarantee (SBLC), the said partner must also be a signatory to this contract.</p> <p>2. The amount of SBLC is 100 million USD.</p> <p>3. BUYER BANK SENDS PRE-ADVISED MT799 BY SWIFT TO the bank designated by the Buyer, SELLER BANK RESPONDS BY SWIFT READINESS TO RECEIVE THE SBLC. <b>BEFORE SENDING THE PRE-ADVISE MT/799 BOTH RESPECTIVE BANK OFFICERS MIGHT BE COMMUNICATING BY EMAIL</b></p> <p>4. Once the financial instrument is settled and confirmed by both banks, Khumotone will produce the first shipment of defined quantity.</p> <p>5.When the goods arrive at the warehouse of delivery, The Buyer will assume Inspection &amp; approval by independent surveyor (CCIC/SGS/Alfred H. Knight), on presentation of a CIF invoice. After reception of the shipping documents and satisfactory inspection at warehouse of delivery done, the Buyer will pay the 100% value of each shipment to Khumotone indicated Account via MT103.</p> <p>All payments shall be denominated in USD (United States Dollar).</p>	
	Warehouse Loading of	Lubumbaxi, Likasi or Kolwezi DRC
	Warehouse Delivery of	Dar Es Salaam -Tanzania or Durban - S.A

	Delivery Period	shall be made from the warehouse of loading as follows Shipments table below
	Contract Period	1 year's contract renewable each year
	Partial Shipment	Allowed
	Transshipment	Not Allowed
	Carrier Company	By Trucking carrier company from DRC to Tanzania or S.Africa.
<b>6. Shipment/Delivery Terms</b>	Shipment/Delivery Delivery Terms	CIF Warehouse Dar Es Salaam-Tanzania ...
<b>7 Inspection</b>	<p>(a) The Quality, Quantity and Weight including radiation shall be inspected by Approved International SGS or equivalent agencies.</p> <p>(b) The cost of inspection at warehouse of loading shall be borne by the Seller.</p> <p>(c) The cost of Quality, Quantity and Weight inspection at warehouse of delivery shall be borne by the Buyer.</p> <p>(d) The quality, quantity, weight, delivery and payment including Radiation the inspection conducted at port of delivery shall be considered as final and conclusive which shall be binding on both parties.</p>	

#### 4. BANKING DETAILS:

Buyer & Seller are authorized to change their bank details for smooth execution of this contract.

#### **SELLER BANKING DETAILS**

##### 1. SELLER'S BANK: SBLC RECEIVER

<b>BANK NAME</b>	<b>CREDITO AGRICOLA</b>
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<b>BANK ADDRESS</b>	RUA CASTILHO, 233-233A LISBOA
<b>ACCOUNT NAME</b>	DISTINTO PARALELO – AGRICULTURA LDA
<b>ACCOUNT NUMBER IBAN</b>	PT50 0045 6021 40268835946 43
<b>SWIFT CODE</b>	CCCMPTPL
<b>BANK OFFICER</b>	FERNANDO SEQUEIRA / <a href="mailto:fsequeira@creditoagricola.pt">fsequeira@creditoagricola.pt</a>
<b>BANK TELEPHONE</b>	+351 265 669 519
<b>COUNTRY</b>	PORTUGAL

## 2. SELLER'S BANK: MT103 Paying Bank

<b>Bank Name</b>	<b>ACCESS BANK RD CONGO SA</b>
<b>Bank Address</b>	158 Av Democratie Gombé/Kinshasa
<b>BENEFICIARY'S Account</b>	KHUMOTONE SARL
<b>SWIFT CODE</b>	ABNGCDKI
<b>ACCOUNT SIGNATURE NAME</b>	Jaime Pinto
<b>ACCOUNT N°</b>	0002 1003 0010 5820 0140
<b>IBAN</b>	0002 1003 0010 5820 0140
<b>BANK OFFICER</b>	Joel GUTU
<b>BANK E-MAIL</b>	<a href="mailto:joel.gutukiazimi@accessbankplc.com">joel.gutukiazimi@accessbankplc.com</a>
<b>IBAN NUMBER USD</b>	0002 1003 0010 5820 0140

## **BUYER'S BANKING DETAILS:**

### 3. BUYER'S BANK: SBLC ISSUER

<b>BANK NAME</b>	
<b>BANK ADDRESS</b>	
<b>ACCOUNT NAME</b>	
<b>ACCOUNT NUMBER</b>	
<b>SWIFT CODE</b>	
<b>COUNTRY</b>	

#### 4. BUYER'S BANK: MT103 Paying Bank

<b>BANK NAME</b>	
<b>BANK ADDRESS</b>	
<b>ACCOUNT NAME</b>	
<b>ACCOUNT NUMBER</b>	
<b>SWIFT CODE</b>	
<b>BANK OFFICER</b>	
<b>BANK TELEPHONE</b>	
<b>COUNTRY</b>	

## 5. TRANSACTION DETAILS

**5.1.QUALITY/PARTICULARS:** by or as per LME grade A with minimum analysis below basis CIF Dar Es Salaam-Tanzania in buyer's option, customs uncleared, duty and taxes unpaid.

Buyer and Seller hereby agree that the price shall be LME less **12% NET**.

Including the mandates commissions, we shall be LME less 15% GROSS. It means **3%** for commissions, **1,5%** for buyer mandates and **1,5%** for Seller mandates(closed).

In the event of an unlikely situation of quality having been found lower than contracted even at warehouse of delivery, the buyer can reject the parcel, or it is in the buyer's option to agree to purchase the product at any given price not mentioned in the contract by mutual agreement:

In case any of the parties doesn't fulfil the terms and conditions of the agreement, one part will be charged with any losses imposed on the other party.

**5.2 HS. Code:** 7403111900

**5.3 SPECIFICATION:**

Copper	Cu	99.97%-99.99%	Silica	Si	< 0.3 ppm
Cobalt	Co	< 0.2 ppm	Bismuth	Bi	< 0.1 ppm
Lead	Pb	< 0.2 ppm	Tellurium	Te	< 0.05 ppm
Iron	Fe	< 2 ppm	Silver	Ag	< 10 ppm
Aluminum	Al	< 0.5 ppm	Selenium	Se	< 0.3 ppm
Manganese	Mn	< 0.1 ppm	Sulphur	S	< 4 ppm
Nickel	Ni	< 0.2 ppm	Magnesium	Mg	< 0.4 ppm
Antimony	Sb	< 0.1 ppm	Oxygen	O2	< 0.0015 ppm
Arsenic	As	< 0.1 ppm	Zinc	Zn	< 0.4 ppm
Dimensions:	914 x 914 mm x 12 mm		Phosphorus	Ph	< 0.01 ppm
Weight per sheet	125 kg (+/- 2%) approx..		Cadmium	Ca	< 0.1%
Net weight per pallet	2MT (+/-5%) approx..		Chrome	Cr	<12 ppm

**5.4 QUANTITY:** no less than X000MT per month and X0 thousand tons per year for 1 year. (renewable with one month notice), performance according to ANNEX A delivery plan.

**Term of contract:** This contract will be effective immediately after both parties have signed the contract for a period of 12 plus 1 months (total 13 months). The expiration date of the contract shall refer to the latter expiration period for the contract and the SBLC.

**5.5 PACKING:** Standard export by land road package, suit for all kinds of transport, the goods palletized banded by aluminium or steel or high resistance plastic band.

Electrolytic Grade A: Shape - Rectangular Leaves, Size - 914mmx 914mm.  
Thickness: 12mm approx.

DIMENSION : 914 x 914mm x 12mm (LME Standard)  
WEIGHT OF EACH SHEET: 125kgs (+/- 1%) NET  
WEIGHT OF EACH PALLET: 2MTS (+/- 1%)  
MIN. WEIGHT IN EACH CONTAINER: 20 MTS approx.  
GROSS WEIGHT OF EACH CONTAINER: 22.20MTS approximately.  
PACKING: PALLETIZED BANDED BY ALUMINIUM BANDS

#### **5.6 DELIVERY SCHEDULES / TIME**

The Product for Quality and Quantity by SGS will be done at the warehouse of Loading, and the analysis report will be issued to the seller on spot.

**5.7 WAREHOUSE OF DELIVERY:** CIF Dar Es Salaam-Tanzania

**5.8 WAREHOUSE OF LOADING:** KOLWEZI DRC

**5.9 DELIVERY & SHIPMENT:** The Seller is responsible for delivery of products under – CIF Dar Es Salaam-Tanzania terms- total cost of materials invoice value from the Mines/Refinery/seller at Dar Es Salaam-Tanzania whereas seller will be responsible for the safe arrival of the materials in buyer destination with all commercial/shipping documents in buyer possession and its latest amendments, for the first shipment and for subsequent Shipments as follows.

**5.10 DELIVERY TIME:**

- a. DELIVERY TERMS: The first shipment will be based on issuance of SBLC from the buyer to seller's bank SBLC receiver. Once the financial instrument is settled and confirmed by both banks, Khumotone will produce the first shipment of a defined quantity.
- b. The first shipment, from 1000 metric tons or upper, shall be delivered within 60 days at Port of delivery once the financial instrument is settled and confirmed by both banks.
- c. The seller will issue the Product Dispatch Documents to Buyer within 7 days from the date of dispatch of material from the port of Loading through DHL or similar Courier.

#### **5.11 INSURANCE**

The seller shall pay for the insurance for 110% (One Hundred Ten) per cent of the CARGO value of the SHIPMENT covering all risks<sup>5</sup>.

#### **5.12 INTIMATION OF DELIVERY**

The Seller shall inform the Buyer by email or fax of the exact time of departure of the carrier at the port of loading, voyage itinerary and routing and estimated time of arrival at the Port of Delivery designated by Buyer, within 48 hours of notification for the Buyer to make necessary arrangements.

#### **5.13 JOINT DECLARATION:**

The Seller and the Buyer, each declares into one another that the Commodity offered herein for sale and the origin of the funds used for purchasing the Commodity DO NOT contravene any of the following Acts:

- a) *The Drug Trafficking Act of 1986.*
- b) *The Criminal Act of 1988.*
- c) *The Prevention of Terrorism (Temporary Provisions) Act of 1989.*



- d) *The Criminal Justice (International Cooperation) Act of 1990.*
- e) *The Criminal Justice Act of 1993 and or criminal illegal or criminal activity.*

Accordingly, each Party to this SPA indemnifies each against any such allegations which may or may not be made in the future.

#### **5.14 WEIGHT SURVEY:**

Weight for invoice purposes shall be established at the warehouse of loading by Society Generate Surveillance (SGS)SGS/CIQ/CCIC inspection or third-party independent surveyor, the report of survey at port of loading shall be for Invoicing only, and SGS/CIQ/CCIC inspection or third-party independent surveyor issued at the Seller account.

- a) Inspection shall be done at warehouse of Loading by Society Generate Surveillance (SGS)CIQ/CCIC inspection or third-party independent surveyor The Seller will pay inspection fee at the port of loading.
- b) Inspection shall be done at warehouse of delivery by Society Generate Surveillance (SGS)/CIQ/CCIC inspection or third-party independent surveyor. The buyer will pay inspection fee at warehouse of delivery.

#### **5.15 IMPORTANT ARRANGEMENT- (IMPORT LICENCE):**

Buyer understands and acknowledges full responsibility for the prompt settlement and/or discharge of any import tariff (value added tax), custom duty, terminal handling charge, and/or demurrage charges arising at the warehouse of delivery.

#### **5.16 QUANTITY ADJUSTMENT:**

- a)** The Parties agree and commit to respond to each other promptly on all issues giving rise to a need for quantity adjustments during shipments.
- b)** No action shall be taken by the parties in relation to adjustments where any deviation in weight or quantity delivered does not exceed 5%.
- c)** Any issues relating to the weight or quantity deviations shall be resolved by reference to SGS quantity surveys executed at the port of loading and by reference to certificates based on surveys at the port of delivery issued by the Administration of Quality Supervision,

- d) Any adjustments shall be by way of a debit note from the buyer to seller and the buyer may make recovery from subsequent invoices.

#### **5.17 QUALITY CLAIMS:**

- a) In the event of any intention to proceed with a claim relating to the quality of goods delivered, the Buyer shall notify Seller immediately in writing by fax and then by registered post or by courier service and provide a certified true copy of the quality survey report relied upon and being one issued by SGS/CIQ/CCIC inspection or third-party independent surveyor. Delivery of the true copy of the survey report shall in any event be no later than 5 days from the date of Delivery at warehouse of delivery.
- b) Seller shall always provide the Buyer with a full response to all quality claims including an explanation of its own findings in investigation of the causes of any quality deficiency and its views and remedial measures on the same within 10 days from the date of receipt of the quality survey report.

#### **5.18 DEDUCTIONS FROM FINAL WEIGHTS:**

- a) The total net weight of the Copper Cathode at warehouse of delivery is determined by the third-party inspectors SGS/CCIC or any competent authority at the warehouse of delivery. The inspection is final and will be derived in the presence of the buyer representative and seller representative or any legal person appointed by the Buyer and Seller.
- b) The total weight of the Copper Cathode shall in the event be found should not exceed 0.1% of the weights disclosed on the Packing list (transportation Weight). In case the Consignment weight amounts are less or more than 0.1% of the Packing list weight for the goods, the Buyer shall immediately fax a certified true copy of the SGS certificate to the Seller for adjustments to be

affected.

#### **5.19 LATE DELIVERY AND PENALTY:**

- a) In the event of Sellers partial failure in performance with delivery terms of the Contract and such partial failure is traceable to causes other than force majeure and such failure further results in a late delivery, the Buyer shall be entitled to serve Notice to Seller of such provable loss as has arisen and seek an indemnity for the same by means of a formal claim for an indemnity to the Seller. Such a claim shall be settled no later than 31 days after delivery.
- b) A penalty charge shall be levied against the Buyer at the rate of 0.1% of total value of the shipment, for every day the shipment is delayed because of the Buyers' acts of omissions. This said penalty shall be calculated from the 1st day after the latest date of shipment fixed under this Contract.

#### **5.20 NOTICE OF SHIPMENT:**

- a) On completion of loading, the Seller shall serve the Buyer a formal Notice of Loading within 24 hours of such completion and by means of e-mails providing one copy of the shipping advice including the transportation Cargo/Logistics company Name and other identification and registration particulars; trucks numbers and date; batch weight; the Contract number and Transaction Code, name of commodity; invoice value; ETA warehouse of delivery.
- b) After giving Notice of Loading, Seller shall e-mail the Buyer a copy of the complete set of documents covering the shipment no later than five (5) working days after giving such Notice and shall in any event send a set of the said documents to the Buyer by DHL or similar courier service within the next five(5) working days after shipment.

#### **5.21 ADVICE OF ETA:**

The Seller or the Logistics Company shall give notice of the Buyer, the expected time of arrival (TA by fax/email to the Buyer, 3 days, 48 hours, and 24 hours respectively before ETA at the warehouse of delivery.

#### **5.22 SHIPMENT:**

Shipment of goods must be completed under this contract and Trans-shipment should not be permitted, unless both parties agreed during shipment processes in this contract. The Shipment will be done under the full control of Logistics Company.

#### **5.23 PARTIAL SHIPMENT:**

Part Shipment shall be permitted under this agreement subject to full notice of intention to proceed by such means being given by the Seller to the Buyer with explanation should this ever be necessary.

#### **5.24 NOMINATION OF THE OCEAN CARGO / LOGISTICS:**

- a) Carrier Company/: The transportation company jointly designated by both parties.
- b) The LOGISTICS CARGO will take appropriate packing and safe valet for the transport of the Cargo in pellet boxes containerized being ocean/sea-cargo in good technical condition or any other approved method.
- c) In the event, the logistics company engaged for the transport of the cargo, if any, shall be for the account of Seller.
- d) Prior to shipment, the Seller shall give full Notice of the Particulars of the Logistics company to the Buyer by e-mail or fax and such detailed particulars shall include its name, expected date of dispatch, contract number and the quantity to be loaded, copy of the registration details of the logistics company.
- e) The Buyer shall acknowledge receipt of the Notice of the Particulars of the Logistics Company within 48 hours after receipt of the Seller Notice and nomination. If the Buyer does not respond with a Notice giving details of objections to the Logistics Company within 48 hours of receipt of the Seller Notice and nomination, the Logistics Company shall be deemed to be acceptable to the Buyer for the purposes of the execution of shipment required under this contract.

#### **5.25 TITLE AND RISK:**

- a) Title with respect to each specific shipment shall pass from the Seller to Buyer upon Sellers bankers' receipt of the full payment transfer due against the specific payment.
- b) All risks with respect to shipment shall pass to the Buyer at the warehouse of delivery/Bonded warehouse and at the time of discharge of Goods from the Cargo to the bond warehouse at the designated Warehouse.

#### **5.26 Payment against:**

- 1. Commercial Invoice in 3 original issued by the seller
- 2. Packing List issued by the Seller (Three (3) Originals and one (1) Copy).
- 3. Certificate of Origin (One (1) Original and Three (3) Copies) issued and certified by Chamber of Commerce in country of origin.
- 4. Certificate of Analysis and inspection report **IN ENGLISH** at Warehouse of Loading to be issued by SGS or equally mutually approved Surveyor in one original plus 2 copies.
- 5. Insurance certificate for the 110% value of the goods.
- 6. Certificate of ownership.

In the event of non-performance by the seller in accordance with this contract and the shipment(s) fails to correspond with the specification or quantity, the sales purchase agreement will be cancelled.

## **6. TERMS AND CONDITIONS**

6.1 Seller sends draft contract to Buyer to fill in signed and resend to Seller in PDF file. After signing the contract, the seller sends an invitation letter to the buyer to visit the factory, inviting the buyer to visit the factory.

#### **6.2 Delivery Terms:**

1. The first shipment will be based on a SBLC issued by the Buyer to the Seller's bank, which will be issued by the Buyer after signing the contract. Once the financial instrument is settled and confirmed by both banks, Khumotone will produce the first shipment of defined quantity.

2. For the period of 12+1 total 13 Months contract, the buyer agrees to issue 100% of the contract value via SBLC MT760, irrevocable, transferred and

confirmed by prime bank online, valid for 365+1 days from the buyer to Khumotone account as a Bank Guarantee. This instrument will be held in the account for an agreed period as Bank Guarantee for the entire duration of the contract as it will be outlined in the agreement.

3. Delivery procedure is concluded when the goods are at a logistics company or carrier designated by the Buyer at the port of delivery. When the goods arrive at the port of delivery, The Buyer will assume inspection and verification of the copper cathodes by SGS or CCIC/CIQ or equally mutually approved Surveyor, on presentation of a **CIF Dar Es Salaam-Tanzania invoice**.

### 6.3 Payment Method for Trial and Contractual Terms:

The payment for the long-term agreement shipments will be made through 100% of the contract value via SBLC MT760, irrevocable, transferred and confirmed by prime bank online, valid for 365+1 days from the buyer to Khumotone account as a Bank Guarantee. The SBLC will be issued by the bank designated by the Buyer, based on the original letter of credit established by the Buyer, to the Seller after the Buyer receives the SGS inspection report from the port of delivery.

When the goods arrive at port of delivery, The Buyer will assume Inspection & approval by independent surveyor (CCIC/SGS/Alfred H. Knight), on presentation of a **CIF Dar Es Salaam Warehouse invoice**. After reception of the shipping documents and satisfactory inspection at warehouse of delivery done, the Buyer will pay the 100% value of each shipment to Khumotone indicated Account via MT103.

All payments shall be denominated in USD (United States Dollar).

6.4 Buyer is welcome at place of Loading to see the stuffing and the loading which will be in the presence of both Buyer and the Seller.

6.5. When the seller ships the goods, they must be loaded on trucks with the same batch number.

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

6.7 The Buyer confirms that the said funds are good, clean, cleared, unencumbered, legitimately earned and of non-criminal origin.

## **7. SHIPPING DOCUMENTS**

1. Commercial Invoice in 3 original issued by the seller
2. Packing List issued by the Seller (Three (3) Originals and one (1) Copy).
3. Certificate of Origin (One (1) Original and Three (3) Copies) issued and certified by Chamber of Commerce in country of origin.
4. Certificate of Analysis and inspection report **IN ENGLISH** at Warehouse of Loading to be issued by SGS or equally mutually approved Surveyor in one original plus 2 copies.
5. Insurance certificate for the 110% value of the goods.
6. Certificate of ownership.

In the event of non-performance by the seller in accordance with this contract and the shipment(s) fails to correspond with the specification or quantity, the sales purchase agreement will be cancelled.

Other conditions:

- ❖ This SPA is subject to and forms an integrated part of the ICC/500/600
- ❖ This transaction is subject to South Africa law.
- ❖ Transportation: by Road Freight Linear.

## **8. FINAL WEIGHING, SAMPLING AND ANALYSIS**

The operations of final weighing and sampling shall be carried out at warehouse of delivery by SGS or equally mutually approved Surveyor in the usual technical manner.

The Buyer and the Seller have the right to send their nominated representatives to supervise weighment and sampling operations. The weight thus determined by shall be final and binding, save for fraud or manifest error.

Sample portions shall be made from each sample lot and distributed as follows:

- ❖ 2 sets of sealed samples for the Seller.
- ❖ 2 sets of sealed samples for the Buyer.
- ❖ 2 set of sealed samples to be retained by SGS/AHK for use by the umpire in the event one is appointed.

This sample is to be sealed and signed in the presence of buyer's and/or seller's representative and seal No. to be informed by SGS/ AHK in his report to Buyer and Seller both.

## **8. FINAL WEIGHING, SAMPLING AND ANALYSIS**

The operations of final weighing and sampling shall be carried out at warehouse of delivery by SGS or equally mutually approved Surveyor in the usual technical manner.

The Buyer and the Seller have the right to send their nominated representatives to supervise weighment and sampling operations. The weight thus determined by shall be final and binding, save for fraud or manifest error.

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- ❖ 2 sets of sealed samples for the Buyer.
- ❖ 2 set of sealed samples to be retained by SGS/AHK for use by the umpire in the event one is appointed.



This sample is to be sealed and signed in the presence of buyer's and/or seller's representative and seal No. to be informed by SGS/ AHK in his report to Buyer and Seller both.

## **9. ASSAYING**

Assays shall be determined by SGS or equally mutually approved Surveyor Lab from the samples taken in accordance with the above clause. The assay results thus determined shall be final, save for:

- a) fraud or manifest error; or
- b) unless challenged by Seller and/or Buyer in accordance with this clause.

The cost of Final Weighing, Sampling and Analysis (WSA) to be borne by the Buyer. Once buyer / seller gets the analysis from SGS/, if he is not satisfied with the analysis, within 10 working days, he has the right to call for an umpire analysis to be conducted by a mutually agreed laboratory on the umpire sample preserved as per clause 10 above. Umpire lab, which shall be one of the following, will confirm the seal number of umpire samples received by him.

## **SGS**

Any other Laboratory of International Repute as agreed between Buyer and Seller.

The results of the umpire analysis shall be final, save for fraud or manifest error. If the copper content determined by the umpire differs by more than 1.00% from the original surveyor's assay results the Buyer shall bear the costs of the umpire analysis. If the difference in copper content is equal to or below 0.50% the umpire costs shall be for Seller's account.

## **10. PENALTY**

The buyer can reject acceptance of goods if Cu is below 99.97% or presence of any percentage of moisture over and above the tolerance limit oxygen and or at the buyer option, it can be re-negotiated the price with the seller. For each 0.01% of Cu below

99.97%, the base price shall be decreased by USD \$20.00/- per metric ton, fractions pro rata.

The total content of iron and sulfur does not exceed 100ppm, otherwise the buyer has the right to refuse.

Meanwhile, according to the inspection report issued by SGS of the delivery warehouse, there are other penalties as follows:

For 25ppm < off grade (pb/s/fe) <50ppm, the base price shall be decreased by \$10 per metric ton.

For 50ppm < off grade (pb/s/fe) <100ppm, the base price shall be decreased by \$10 per metric ton.

For off grade (pb/s/fe) >100ppm, the buyer has the right to reject the goods or both parties negotiate the price again.

**The inspection agencies at warehouse of loading and warehouse of delivery must be the same and mutually accepted and approved by the seller and buyer.**

## **11. TAXES, DUTIES, CHARGES:**

The seller shall pay all taxes duties and charges presently imposed and /or which may be imposed in the future by the country of origin with respect to the material under this contract.

The Buyer shall pay all similar taxes, duties and charges (including but not limited to import duties) presently imposed and/ or which may be imposed in the country of destination with respect to the material under this Contract.

It is Buyer's responsibility to obtain and maintain any necessary import licenses in a timely manner prior to the arriving of the product at port of delivery.

## **12. WARRANTIES**

Warrants that the commodity will be legally lifted and will be without any restriction and that all government costs will be paid in the country of origin.

The other general terms and conditions will be sent to you upon acceptance of these terms of sales of the copper cathodes.

### **13. FORCE MAJEURE**

Neither Party to this Contract shall be held responsible for any breach of contract caused by insurrection, civil war, war, military operation, or local emergency, General Country lockdown. The Parties do hereby accept the international provision of force majeure as defined by I.C.C. rules uniform customs and practice.

### **14. ENTIRE AGREEMENT**

This agreement contains the whole agreement and understanding between the Parties relating to the transaction provided for in this agreement and supersedes all previous agreements whether written or oral between the Parties in respect of the Sale Purchase Agreement (SPA) of Electrolytic Copper Cathode.

Each of the parties to this Agreement represent that it has full legal authority to execute this Agreement and that each party is bound by the terms and conditions as set forth herein. Each party agrees that the Agreement may be executed simultaneously by and between the parties via email, each of which shall be deemed as original nature.

This Agreement represents the entire undertaking between the Parties and any changes will be made as amendments in writing and executed by both Parties.

In witness thereof, the Parties have signed below and by doing so have accepted and approved all terms and conditions of this Agreement.

“Accepted and agreed without change (Electronic signature is valid and accepted as original hand signature). This agreement may be signed by each party separately and would constitute the agreement to be wholly signed legal and binding”.

**Please return one copy of this CONTRACT NO. FOR COPPER CATHODE, duly signed, to us by return.**

**SIGNATORIES BELOW ARE ALL PERSONAL AND CORPORATE LIABILITIES**

**The parties hereby agree, to respect the mentioned “Sales and Purchase Agreement” accepted signed sealed as below.**

<<SELLER'S>>	<<BUYER'S>>
For Khumotone Sarl	For
MANAGING DIRECTOR	MANAGING DIRECTOR

<<SELLER'S SBLC RECEIVER>>	<<BUYER'S SBLC SENDER>>
For Distinto Paralelo – Agricultura Lda	For
MANAGING DIRECTOR	MANAGING DIRECTOR

## **ANNEX A**

### **Delivery Schedule of COPPER CATHODE 99.99% NON LME GRADE A**

Upon satisfactory conclusion of FIRST Trail SHIPMENT the transaction will revolve monthly for the duration of the SPA.

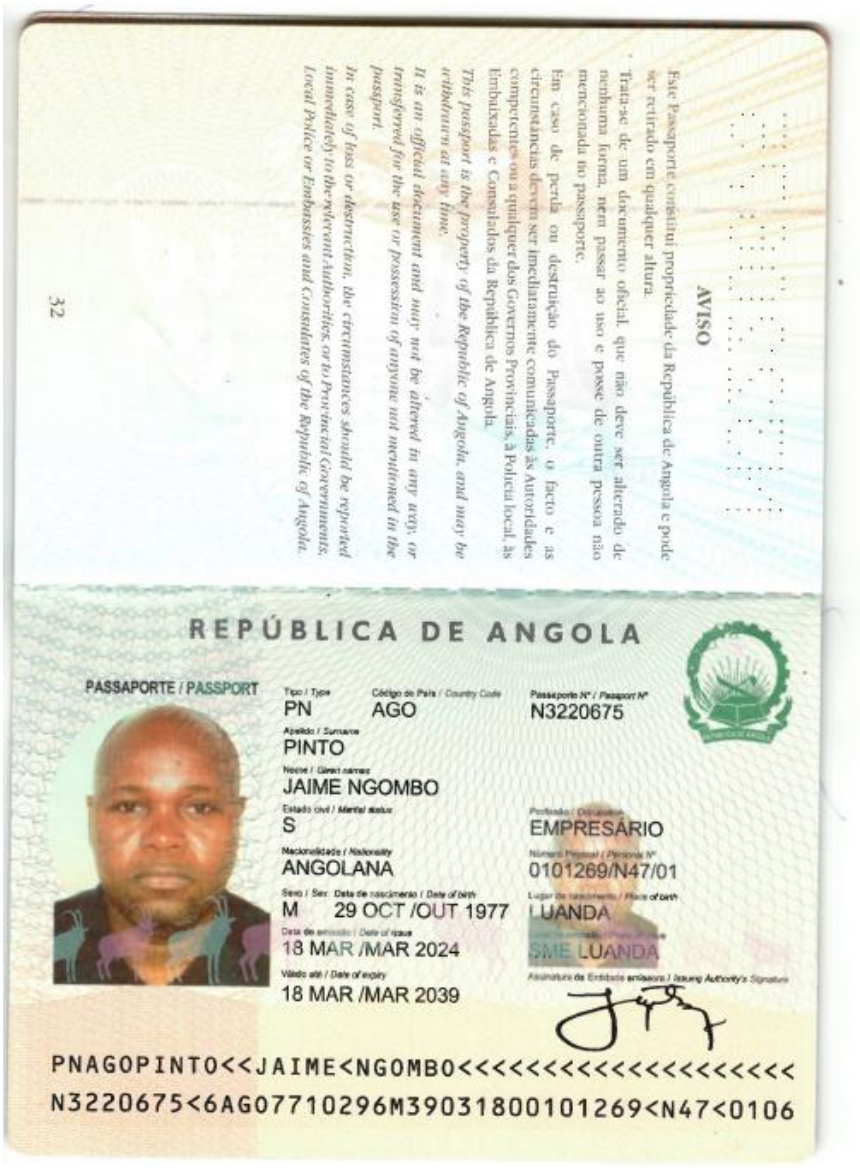
No	MONTH S 2025/26	DELIVERY DATES	TOTAL QTY.	DELIVERY
1			10000+ MT	Dar Es Salaam warehouse Tanzânia
2			10000+ MT	Dar Es Salaam warehouse Tanzânia
3			10000+ MT	Dar Es Salaam warehouse Tanzânia
4			10000+ MT	Dar Es Salaam warehouse Tanzânia
5			10000+ MT	Dar Es Salaam warehouse Tanzânia
6			10000+ MT	Dar Es Salaam warehouse Tanzânia
7			10000+ MT	Dar Es Salaam warehouse Tanzânia
8			10000+ MT	Dar Es Salaam warehouse Tanzânia
9			10000+ MT	Dar Es Salaam warehouse Tanzânia
10			10000+ MT	Dar Es Salaam warehouse Tanzânia

11			10000+ MT	Dar Es Salaam warehouse Tanzânia
12			10000+ MT	Dar Es Salaam warehouse Tanzânia
		Total	120000+MT	

**ANNEX B**




**SELLER PASSPORT COPY**

卖方护照复印件



## ANNEX C

### SELLER REGISTRATION CERTIFICATE

République Démocratique du Congo Ministère de l'Economie Nationale		Kinshasa, le 19/04/2019	
 <b>IDENTIFICATION NATIONALE</b> 			
<b>STE KHUMOTONE SARL</b>			
IMM.BOTOUR 4ème NIV.LOC.11		C/GOMBE	
Messieurs, Par application de l'Ordonnance n°73/236 du 13 août 1973 portant institution D'un numéro national d'identification, il a été décidé de vous attribuer le numéro		<b>01-95-N45171L</b>	
Ce numéro annule et remplace tous les numéros d'identification qui vous avaient été attribués précédemment. Désormais il devra figurer sur les entêtes des lettres, factures, reçus, quittances, déclarations, actes et autres pièces produits dans le cadre de vos relations Avec les services et entreprises des secteurs public et privé. Si vous recevez d'autres lettres semblables à celle-ci, ou si vous constatez une erreur ou une omission dans les renseignements ci-dessous, veuillez en avvertir Le Secrétaire Général à l'Economie Nationale, B.P. 8.500 Kinshasa 1. Veuillez également lui communiquer le plus tôt possible toute modification qui interviendrait dans ces renseignements.			
<b>INFORMATIONS OBLIGATOIRES</b>		<b>INFORMATIONS COMPLEMENTAIRES</b>	
Raison sociale	: STE KHUMOTONE SARL	Adresse	: IMM.BOTOUR 4ème NIV.LOC.11 C/GOMBE
Date de Création	: 15/04/2019	Secteur d'Activité	: DISTRIBUTION
N° R.C.C.M	: KNG/RCCM/19-B-00594	Résident au Congo	: 1
Localité R.C.C.M	: KINSHASA	Forme Juridique	: SARL
Numéro B.P.	:	Nationalité	: CONGO RD
Localité B.P.	:	Date effet	: 19/04/2019
		POUR LE MINISTRE Célestin TWITE YAMWEMBO Secrétaire Général 	

**ANNEX D**

**BUYER PASSPORT COPY**



**ANNEX E**  
**BUYER REGISTRATION CERTIFICATE**

**LETTER OF CREDIT MT 760 DRAFT COPY**

specimen full cash backed Bank-Guarantee EU (to be transferred by tested MT 760 SWIFT)

**Draft BG-Text (Sample)**

UPON INSTRUCTION OF OUR CLIENT, XXXXXXXXXXXXXXXXXXXXXXXXXXXX THE APPLICANT,  
WE HEREWITH OPEN OUR BANK GUARANTEE NO ..... FOR THE BENEFIT OF  
>>>>FULL DETAILS BENEFICIARY<<<< AS FOLLOWS:

**WE XXXXXXXXXXXX BANK**, HEREBY ISSUE OUR IRREVOCABLE, UNCONDITIONAL,  
TRANSFERABLE, DIVISIBLE, AND WITHOUT PROTEST OR NOTIFICATION, PROMISE TO PAY  
**AGAINST THIS FULL CASH BACKED BANK GUARANTEE IN FAVOR AND TO THE ORDER OF**  
**<<<<<BENEFICIARY>>>>>>>>>>>>>>>>** AS THE BENEFICIARY THEREOF AT MATURITY.  
THE SUM OF €x,000,000.00 (xx MILLION EURO ONLY) IN THE LAWFUL CURRENCY OF THE  
EUROPEAN UNION (€ EURO), UPON PRESENTATION AND SURRENDER OF THIS BANK  
GUARANTEE BY BENEFICIARY'S FIRST WRITTEN DEMAND VIA BANK WIRE SYSTEM DEMAND.

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 BY THE GOVERNMENT OF EUROPEAN UNION OR ANY POLITICAL SUBDIVISION OR AUTHORITY AND THEREIN AND THEREOF

THIS BANK GUARANTEE IS DIVISIBLE, ASSIGNABLE AND TRANSFERRABLE WITHOUT PRESENTATION OF IT TO US AND WITHOUT THE PAYMENT OF ANY TRANSFER FEES OR CHARGES.

THIS BANK GUARANTEE IS GOVERNED BY THE UNIFORM CUSTOMS AND PRACTICE FOR BANK GUARANTEE AS SET FORTH BY THE INTERNATIONAL CHAMBER OF COMMERCE, UNIFORM RULES FOR DEMAND GUARANTEE, (INTERNATIONAL CHAMBER OF COMMERCE, PARIS FRANCE, LATEST REVISION PUBLICATION NO. 600). THIS BANK GUARANTEE SHALL BE GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE EUROPEAN UNION.

THIS BANK GUARANTEE IS A FULLY PERFORMED AND AN OPERATIVE INSTRUMENT THAT CAN BE CONFIRMED AND VERIFIED BANK-TO-BANK BY SWIFT; NO MAIL CONFIRMATION SHALL FOLLOW.

FOR AND ON BEHALF OF XXXXXXXXXXXXXXXX BANK

BANK OFFICER NAME

TITLE

OFFICER CODE

BANK OFFICER NAME

TITLE

OFFICER CODE

