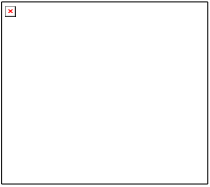

**SALESFORCE AND
PURCHASE AGREEMENT
MADE THIS 18TH DAY OF
JANUARY, 2024**



**TTO NIGERIAN WATER
CONTRACT FOR THE
SALES AND PURCHASE
OF NIGERIAN
AUTOMOTIVE GAS OIL
(AGO) (EXPORT GRADE)**

BETWEEN

**PIA -KUZ INDUSTRIES
LTD**



**(HEREIN REFERRED TO
ASTHE SELLER)**

**AND
EL-ODOOMZY EL-
ODOOMZY GLOBAL
RESOURCES**

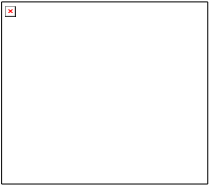


**(HEREIN REFERRED TO
AS THE BUYER)**

**WHEREAS: The Supplier makes
an irrevocable and firm
commitment to source and
supply and the Buyer also
makes an irrevocable and firm**

commitment to purchase and take delivery of the said product.

WHEREAS: The Buyer and the Supplier are desirous to supply



and purchase respectively the said product under the terms and conditions contained herein in this Agreement.

Therefore, for and in consideration of the promises, mutual covenants and

agreement herein contained,
Supplier and Buyer contract as
follows:-

QUALITY AND GRADE

The quality of this product shall



be regular NNPC Standard
Export Grades of AGO.

An independent inspection
company such as the SGS shall
conduct the verification as to
Quantity and Quality.

ARTICLE 1: PRODUCT AND ORIGIN

The product to be supplied under this Agreement shall be Nigerian Export grade Automotive Gas Oil. The



Country of Origin of the product is Nigeria.

ARTICLE 2: QUANTITY

The quantity to be delivered shall be 40,000 metric tonnes, both parties accept a

tolerance/variation in quantity
of +/- 10% on each delivery.

ARTICLE 3: PRODUCT QUALITY/SPECIFICATION

The quality of the product to be



supplied under this Agreement
shall be Standard NNPC Export
Specification for Automotive
Gas Oil (AGO).

ARTICLE 4: DURATION

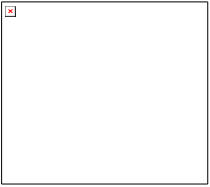
The parties agree that the delivery shall be made from the date that this contract is signed.

ARTICLE 5: PRICING



The price for each litre of AGO delivered out-turned barrel shall be dated on the Bill of Lading as published by McGraw Hill market wireless USD\$620:00 less USD\$10:00 Net USD\$610:00. Buyer and Seller's Mandates,

**Agents/Facilitators USD\$5.00
on each side. (Price is subject to
current prevailing price through
international market shell
screen).**



ARTICLE 6: DISCOUNT

The discount shall be

USD\$10:00

USD\$5.00 commission to

Sellers Side

USD\$5:00 commission to the

Buyer side

ARTICLE 7: MODE OF PAYMENT

Payment shall be made in Nigerian Naira currency confirmed to Seller's account for the total value of shipment



received and authenticated in accordance with the requirements of the instrument.

ARTICLE 8: DEFICIENCY

If the amount paid each time under the Certified Bank Draft is less than the total value

shown on Seller's Commercial Invoice presented to the Buyer's Bank, the Buyer shall pay the Seller immediately on demand, any such amount outstanding by a claim against the Bank



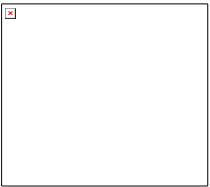
Draft.

QUANTITY:100,000KMT

**ARTICLE 9: TANK TAKE
OVER 50 -100 KMT
NIGERIAN**

PROCEDURE AGO 60KMT TTO NIGERIAN WATER.

1A). Seller issues signed SPA and
Buyer signs and returns with his



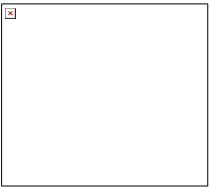
CIS, ATB Format and
Supercargo, open Tug boat
detail, inspector must come
from an Internationally
recognized inspection company
like Overseas Marine, Calibrate
etc)

1B) Seller, upon Receiving the signed contract acknowledges the receipt of the signed contract.



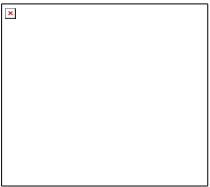
2a) Buyer issues a confirmable cheque of #200m in the name of the seller. The Seller confirms the confirmable cheque from his bank. (logistics

to issue Marine ATB, Captain opens communication with buyer's tugboat Captain, boarding),



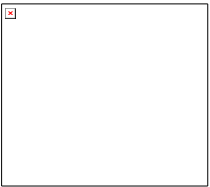
3). Seller confirms it ,instructs his Captain to issue a Marine Authority to Board for the buyer's Super-cargo, Inspector to come on board for confirmation of product, Quality, and Quantity Analysis.

4: The Seller instructs the Captain to open the AIS, open communication with the buyer's Tug boat Captain while they



come on board for confirmation of product, Quality, Quantity Analysis. On confirmation of product, the buyer issues an instrument for 40% of the total product.

5: Inspector comes down with Sample while the Super-cargo remains onboard until the transaction is over, the Captain issues an Attestation co-signed



by the Captain and the buyer's Super-cargo and also a video tape of the buyer's inspector and supercargo onboard the cargo sent to the buyer.

6) Buyer pays 40% of the total Cargo in Nigerian water.

7) Buyer will clear it into Cotonou waters and upon

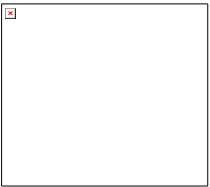


arrival the balance of 60% is paid.

8: Buyer pays all agents and facilitators as contained in the contract.

.

9:Buyer brings his vessel details, the mother vessel longsides with the buyer's vessel for total transshipment.



End of transaction.

5. Seller shall make available to Buyer the following documents:-

**(a) Original and 3 copies of
Commercial Invoice**

**(b) Full Set of 3 Originals and
non-negotiable copies of Bill
of Lading**



**(c) 1 Original and 3 copies of
Certificate of Quantity**

**(d) 1 Original and 3 copies of
Certificate of Quality**

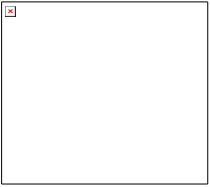
**(e) 1 Original and 3 copies of
Certificate of Origin**

(f) 1 Original and 3 copies of

Master's Receipt of Samples

(g) 1 Original and 3 copies for Master's Receipt of each one-copy document

(h) 1 Original Ullage Report



issued at loading Terminal

(i) 1 Original and 3 copies of Cleanliness Report at loading Port

(j) 1 Original and 3 copies of Customs Clearance Certificate

(k) 1 Original and 3 copies

Certificate of Ownership & Warrant of Title

NOTE: No party is permitted to establish any form of contact



with the other party's bank, other than in compliance with the party's obligations under this contract. any other contact shall be with the express permission of the party whose bank is to be contacted first given in writing.

Buyer and Seller reserve the right to change or substitute banking details at any stage of the contract provided that notice in writing be given to the other party at least one



banking day (24 hours' notice) before such change is made.

**Electronic Document
Transmissions (EDT) shall be
deemed valid and enforceable
in respect of any provision of
this contract.**

Any unauthorized Bank contact or alteration of this contract by Recipient will render this contract null and void.



**NON-
CIRCUMVENTION/NON
DISCLOSURE:**

The undersigned parties do hereby accept and agree to fulfill obligations due to Agents

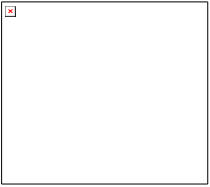
and Facilitators. In the event of direct, or even indirect circumvention through a third party, the circumvented party shall be entitled to legal monetary award equal to the



maximum service fees it should have realized from the transaction.

**BANKING COORDINATES
FOR THIS TRANSACTION:**

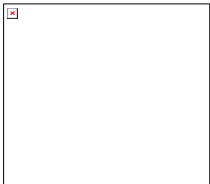
Buyer and Seller may only change their banks, subject to prior notice given to the other party and provided these Banks are acceptable to the other party.



SELLER'S ACCOUNT **DETAILS TO RECEIVE** **CASH LOGISTICS OF NGN** **N3M AND MT 103**



Corres pondin g Bank Name	STANDARD CHARTERED BANK OF NEW YORK
Swift Code	SCBLUS33



Routin g ABA Numb er	026002561
Benefic iary	FIRST BANK OF NIG PLC



Bank Name Bank Addres s	REGIONAL OFFICE(HEAD OFFICE) ABA ROAD PORT HARCOURT
Benefic iary Bank	35282- 059974- 001(DOM)



Account No	3582-059979-001(NAIRA)
Swift Code	FBNINGLA
Beneficiary Custodian	PIA -KUZ INDUSTRIES LTD



mer's name	
Benefic iary Custo mer A/c No.	2034 357 745(Dom) 2034 133 950(Naira)



Account officer's name:	UCHENNA.A.IWUEKE
Account officer's	uchenna.a.iwueke@firstbanknigeria.com



S	
Email:	
Required Message	The Transfer or clear stream text message covering all remittances shall clearly state



**the following:
“Clean, Cleared,
lien free and
unencumbered
funds, earned
from financial
consulting fees on**



**commercial
enterprises of
non-criminal and
non-terrorist
origins, for same
day settlement.”
All Wire transfers**

	shall incorporate the above message.
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SELLER'S AGENT
BANKING COORDINATES
TO RECEIVE \$3.50c /MT

BANK NAME	CITIBANK NEW YORK
ADDRESS	
SWIFT CODE	CITIUS33

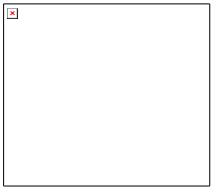


IBA NO	021000089
FOR CREDIT OF	GUARANTY T BANK PLC, LAGO
ACCOUNT NO	36129295
SWIFT CODE	GTBINGLA
BENEFICIARY	BERAC BERED



ACCOUNT NO	0215420672
BANK OFFICER	Ruth Osaghae
TELEPHONE	08078192446
EMAIL	ruth.osaghae@gtb

**SELLER'S FACILITATOR
TO RECEIVE USD\$1.50
CENT PER MT.**



**Bank Name: ACCESS BANK
PLC**

Bank Address: LASU
BRANCH OJO, LAGOS

Account Number: 0036946141

Account Name: SYLVER
OLIVER ONYEUKWU

NOTE: Buyer and Seller as well as the Mandates, Commission Agents and



Facilitators shall bear their respective bank transfer charges.

BUYER'S ACCOUNT
DETAILS TO PAY
USD\$620:00 103 SWIFT FOR
THE WHOLE CARGO

BUYER'S BANKING CO-



ORDINATES TO PAY
\$680.00 PER MTwithR/E

BANK:

ACCESS BANK PLC

ADDRESS:

**NASARAWA
STATE**

UNIVERSITY,KEFFI



SORT
CODE:

04435934

SWIFT
CODE

ABNGNGLA

ACCOUNT
NAME:

EL-ODOOMZY
GLOBAL
RESOURCES LTD



<u>ACCOUNT NUMBER:</u>	1452540032	
<u>ACCOUNT OFFICER:</u>	MR.ALEX OCHOACHE	
<u>ACCOUNT OFFICER EMAIL:</u>	TBN	



BUYER'S MANDATE &
AGENTS ACCOUNT
DETAILS TO RECEIVE
USD4.00PER MT



Correspondent Bank	
Co rrespondent Bank Address	
Swift Code	



Routing ABA No:	
Beneficiary Bank Name	
Beneficiary Bank Account No:	



Beneficiary Customer:	
Beneficiary Customer A/c No:	Same as Buyer



Account Officer's Name:	
Account Officer's Email:	



Beneficiary Bank Address	
Required Message	The Transfer or clear stream text



**message
covering all
remittances
shall clearly
state the
following:
Clean,**



**Cleared, lien
free and
unencumbe
red funds,
earned from
financial
consulting**



**fees on
commercial
enterprises
of non-
criminal and
non-
terrorist**



**origins, for
same day
settlement.
All Wire
transfers
shall**

	incorporate the above.
--	-----------------------------------

***BUYER'S AGENT
BANKING COORDINATES***



***TO RECEIVE \$0:50C PER
MT.***

BANK NAME	CITIBANK N.A
ADDRESS	CANADA SQUARE CANARY WHARF E14 5LB
SWIFT CODE	CITIGB2L



IBA NO	GB80CITI85008
FOR CREDIT OF	ZENITH BANK
ACCOUNT NO	10407941
SWIFT CODE	ZEIBNGLA
BENEFICIARY	EZEKIEL A. AM

ACCOUNT NO	5070569321
BANK OFFICER	KATE IKHUOR
TELEPHONE	+234 (0) 8023278
EMAIL	Kate.ikhuoria@ze

BUYER'S AGENT
BANKINGCOORDINATES
TO RECEIVE \$0:50c /MT



BANK NAME	CITIBANK NEW YORK
ADDRESS	
SWIFT CODE	CITIUS33
IBA NO	021000089

FOR CREDIT OF	GUARANTY TRUST BANK PLC, LAGOS
ACCOUNT NO	36129295

SWIFT CODE

GTBINGLA

BENEFICIARY

ADEDEJI
ADEFEMI
IGE

ACCOUNT
NO

0823636726

BANK OFFICER	
TELEPHONE	
EMAIL	



BUYER'S AGENT
COORDINATES TO
RECEIVE \$0.50c PER/MT
BANK NAME : GTBANK
BANK ADDRESS : LAGOS
ACCOUNT NO.
0599218276(USD)

0599218269(NGN)

ACCOUNT NAME : SUNDAY

EKWUGHA

SWIFT CODE : GTINGLA



SOFT CODE. : 058152120

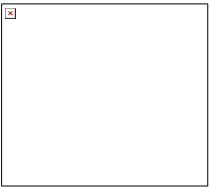
**IN WHEREOF the parties
hereto declare that they have
read and understood this
HiContract and are fully aware
of the interpretation of all the**

provisions, terms and conditions herein and further that they have signed by their hand below, and have accepted and approved all covenants, terms and conditions of this Contract.



**BUYER AND SELLER ATTEST
THAT THESE SIGNATURES
ARE RATIFIED AND VALID
WITH UNDERSTANDING THAT
ELECTRONIC SIGNATURES
ARE VALID FOR THIS
TRANSACTION**

WE, PIA -KUZ INDUSTRIES LTD, hereby with full corporate responsibility and with the power vested in its Officer,



accept, confirm and agree to abide by this Contract.

**For and on behalf of the Seller:
Signed, Sealed and delivered
by:**

ZacsEbereOsonta

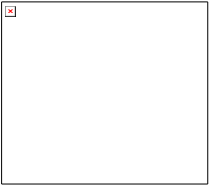
Date: 18th January,2024



WE, xxxxxxxxxxxx, hereby with full corporate responsibility and with the power vested in its Officer C.E.O, accept, confirm

and agree to abide with this Contract.

For and on behalf of the Buyer:
Signed, Sealed and delivered
by:



**EL-ODOOMZY GLOBAL RESOUR
CES LTD**

Date: 20/01/2024

N	GEORGE
a	OIJ



m	
e:	
 GENERA	
Ti L	
tl MANAG	
e: ER	

Represented by:

**Company Name: EL-
ODOOMZY GLOBAL
RESOURCES LTD**

Legally Represented By:



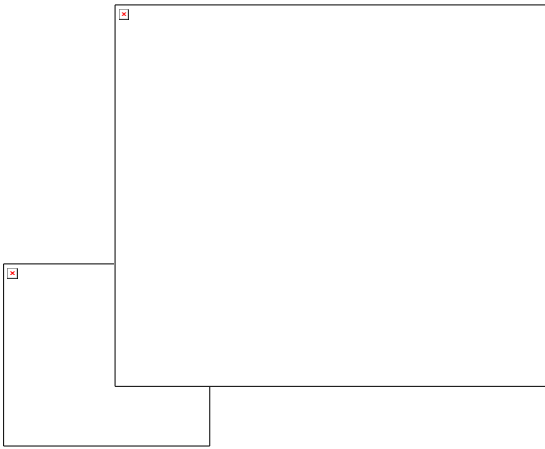
GEORGE OIJI

Designation: Date: 20/01/2024

Name:

Designation:MD/CEO

Date: 18th January,2024



STANDARD EXPORT SPECIFICATION NIGERIA AUTOMOTIVE GAS OIL (DIESEL FUEL)



Specific Gravity: 15°C
0.820 - 0.880 ASTM D
1298

Appearance Clear Visual
Colour, max. 3.5 ASTM D
1500

Cetane Number, min.
45 ASTM D 613



Cetane Index, calc. , min.
47 ASTM D 976

Viscosity, at 40°C, cSt 2.00 -
5.50 ASTM D 445

Cloud Point, °C, max. 4.5
ASTM D 2500

Sulphur, % mass, max.
0.50 ASTM D
2622/1552



Copper Corrosion 3 hrs at
100°C, max. 1 ASTM D
130

Carbon Residue, 10%
Bottoms, max. 0.15 ASTM
D 524

Water, % Vol, max. 0.
ASTM D 95



Sediment, % Vol, max.
0.01 ASTM D
473/ASTM D 2709 Ash,

% Mass, max. 0.01
ASTM D 482

Flash Point PMCC, °C, min.

60.0

ASTM D 93

Total Acidity, mg KOH/g,

max. 0.50

ASTM D 664



Particulates, mg/Kg, max. 24

ASTM D 6217 IP

440

Distillation Recovery, %,
min. at 360°C 90 ASTM D
86

*Actual product to be lifted
might vary to the above test



result pending test method,
but product is CONFIRMED to
be in compliance with
stipulated NNPC
Specification.

END OF CONTRACT

