May 30, 2025

## Sales and Purchase Agreement - SPA

**To:**

**Company:**  (**hereafter - Buyer**)

**Address:**

**Registration No.:**

**Email:**

**Website:**

**From:** Mr. Yousef Mohamad Obaid

**Company:** PALTUR TEKSTIL FOOD TRANSPORTATION IMPORT EXPORT INDUSTRY AND TRADE LIMITED COMPANY (**hereafter - Seller**)

**Address:** Barı Manço caddesi no 77 ayrancılar torbalı Izmır, Turkey, Zip Code 35870

**Registration No.:** 0720105568300001

**Email:** [iampaltur@gmail.com](mailto:iampaltur@gmail.com)

**SPA Ref No.:** 25202/1

We, the Sellers, in contract with the manufacturer’s agent in Tanzania, herby state and represent that we confirm with full legal and corporate responsibility under penalty of perjury that we are ready, willing and able to sell and deliver the following unencumbered commodity.

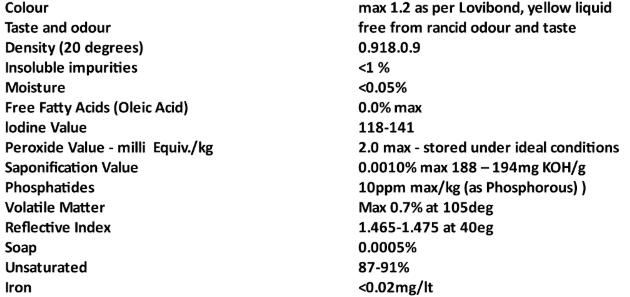
It has been made clear to the Buyer and with complete transparency that the products have already been produced, have been loaded in 1000 KG FloTanks, loaded into 3 containers, and have already passed customs in Tanzania at Dar es-Salam seaport.

The Buyer has agreed to purchase the following unencumbered commodity:

**1.0 Commodity:** Refined Sunflower Oils - HSN15121910

**2.0 Origin:**  Tanzania

### 3.0 SPECIFICATIONS



**4.0 Packing & Packaging:** 3 containers 20MT each (total 60 MT) of Refined Sunflower Oil loaded in 1000 kg Flo Tanks.

**5.0 Prices & Payment Terms:**

**5.1** USD 1100 per Metric Ton, Total USD 66,00.00 (Sixty-Six Thousand U.S. Dollars).

**5.2** USD 66,000 (Sixty Six Thousand U.S. Dollars) to be blocked with the Exchange Company of the Buyers Choosing.

**5.3** USD 48,000 (Forty-Eight Thousand U.S. Dollars) are to be released by the Exchange Company to the Seller upon Signing this SPA.

**5.4** USD 18,000 (Eighteen-Thousand U.S. Dollars) are to be released to the Seller upon arrival of the shipment to the port of Mersin.

**6.0 Shipping Terms:**

**6.1** CIF - Mersin Seaport (including Insurance)

**6.2** Consignee on the BOL will be the Seller

**6.3** Notify on the BOL will be the Buyer

**7.0 Shipping:** The shipping will be done by the Supplier at his expense.

**8.0 Quality inspection:**

**8.1** The shipment will be inspected by SGS at the producers expense, for quality and compliance to the below mentioned specifications.

**8.2** The Container numbers will be stated on the SGS report and will be the same as stated in the BOL

**9.0 Inspection:**  The commodity will undergo a quantity and quality inspection at the port of loading by SGS or equivalent authority against the buyers specification by the authorities Inspection & Quarantine (CIQ)

**10.0 Delivery Date:**  TBD

**11.0 Discharge Port:** Mersin, Turkey Seaport

**12.0 Loading Port:** Dar Es Salaam, Tanzania Seaport

### 13.0 Shipping Documents

**13.1** 3 Original sets of the BOL or Electronic BOL (Express, Telex or SWB)

**13.2** 3 Copies sets of the BOL ( If the BOL is an Electronic BOL, this clause is cancelled)

**13.3** 1 Original Shipping Invoice.

**13.4** 1 Copy of the Shipping Invoice

**13.5** 2 Sets of Packing Lists

**13.6** SGS, COC for quality and specification compliance report

**13.7** Certificate of Origin

**13.8** Phytosanitary Certificate

### 14.0 Taxes, Obligations and Import:

**14.1** In terms of CIF Incoterms, The Seller shall pay all and any taxes, and duties, related to the performance of this contract and collected up to the nominated discharge port.

**14.2** The Buyer shall pay all and any taxes, and duties, and demurrage related to the performance of this contract and collected at the discharge port Dakar.

### 15.0 Legal Compliance

### 15.1 Non-Performance

**15.1.1** Should either party fail to comply with any of their obligations set out within this agreement to the other party related to the contract, then the suffering party will have the option to declare non-performance against the defaulting party.

**15.1.2** Should either party fail to comply with any of their obligations to the other party related to the contract, then the suffering party will have the option to declare non-performance against the defaulting party

**15.1.3** Failure to comply with ALL procedural processes of this agreement by the Buyer or Seller will result in a 5% Compensation penalty payable by the defaulting party, within five (5) working days from the date of expiry of such procedure.

**15.2 Claims**

**15.2.1** Any claims that either party may have, due to an occurrence, have to be submitted to the other party within a period of two (2) months from the date of that occurrence.

**15.2.2** In the event that the quality of any one of the delivered batches fails to comply with the contractual specification, then the Buyer shall have the option to accept the said batch at a lower price being negotiated and accepted by the buyer, prior to the commencement of the discharge operations

**15.2.3** If within three (3) working days from the date of discharge of stock from the vessel, the Buyer fails to inform the Seller confirming the non – compliance in terms SGS, the commodity will be deemed to have been accepted by the Buyer, and the Seller will accept no claim.

**15.2.4** All claims will be executed in writing and both parties agree to acknowledge such claims by written acceptance thereof.

**15.3 Liability Exemptions**

**15.3.1** Neither the Parties shall be liable for failure to perform any or all of the provisions set out in this agreement if the performance has been delayed, hindered, or prevented by any reason outside the control of the defaulter even though the responsible party exercised due diligence.

**15.3.2** When such failure, or delay, is caused by Force Majeure being any event, occurred by circumstance reasonably beyond the control of that party, including without prejudice to the generality of the forgoing failure or delay caused by or resulting from Acts of God, strikes, Fire, Floods, Wars (whether declared/undeclared), riots, destruction of embargoes, accidents, restrictions, quotas on by any governmental authority (including allocation, requisitions, quotas, and price controls).

**15.3.3**  The certificate issued in original by the competent recognized authority should be deemed as sufficient proof for the claim Force Majeure and duration.

**15.4 Applicable Law**

**15.4.1** This agreement shall be interpreted in accordance with the laws of Turkey.

**15.6 Breaches and Penalty**

**15.6.1** Subject to **clause 15.4** herein, in the event of failure by the Seller or Buyer to comply with any of the obligations assumed under this contract, shall entitle the other party, without prejudice to any other or resources available to it, to consider such failure as a breach of this contract and to terminate the same, or to unilaterally suspend its performance until such failure is corrected, and in both cases, may claim direct damages for the breach of this contract.

**15.6.2** After this contract has been signed and sealed and copies exchanged electronically or otherwise via courier service, any party that fails to follow the operation procedure shall be considered a breach of the contract. The defaulting party is liable to pay a one–time penalty fee agreed upon by both Seller and Buyer as a form of compensation to the suffering party.

**15.6.3** Any deposits or other payments paid to the Seller will be forfeited on breach of this agreement by the buyer

**15.7 Arbitration**

**15.7.1** All disputes arising in connection with the present contract shall be settled in an amicable way first. Should the parties reach no agreement, then the case shall be brought for final settlement under the rules of conciliation and arbitration of the International Chamber of Commerce in London, England, by one or more arbitrators appointed in accordance with the said rules.

**15.7.2** Each party shall appoint one arbitrator who in turn will appoint a third arbitrator. Nothing in the agreement shall be construed to prevent any court having jurisdiction from issuing injunctions, attachment orders or orders for other similar relief in aid of any arbitration commenced by the arbitrator(s) may enter in any court having jurisdiction hereof.

**15.7.3** Neither party shall fail to comply in a timely way with the obligations of this part to be performed pursuant to this contract even though a dispute may have arisen and proceed into arbitration.

**15.7.4** Finding as assessed by the designated third arbitrator, without any possibility of recourse, will be final and binding on both parties.

**15.8 Confidentiality Non-Disclosure / Non-Circumvention**

**15.8.1** Whereas the Undersigned Parties wish to enter into this agreement to define certain parameters of their future legal obligations, and considering their mutual promise herein and other good and valuable considerations the receipt of which is acknowledged hereby, the Parties here to mutually and voluntarily agree as follows:

**15.8.2** The parties hereto and/or their affiliates, which includes, but is not limited to, any licensors, contractors, suppliers, manufacturers, producers, wholesalers, retailers, customers, clients, financial sources, representatives, agents or consultants, of what-so-ever nature shall not, in any manner solicit and/or accept any business from sources that have been made available by and through the parties hereto, nor in any manner shall access, contact solicit and/or conduct any transaction with such said sources, without the expressed and specific permission of the party who made such said sources available.

The Parties shall maintain complete confidentiality regarding each other's business and/or their affiliates and shall only disclose knowledge pertaining to these specifically named Parties as permitted by the concerned Party, unless agreed and granted an expressed written permission of and by the Party whom made the source available.

**15.8.3** The Parties shall not in any way whatsoever circumvent each other and/or attempt such circumvention of each other and/or any of the parties involved in any of the transactions the Parties wish to enter and to the best of their abilities shall ensure that the original transaction codes, data and proprietary information established are not altered.

**15.8.4** The Parties shall not disclose any contact revealed by either Party to any third Parties as they fully recognize such information and contact(s) of the respective Party, and shall not enter into direct and/or indirect offers, negotiations and/or transaction with such contacts revealed by the other Party who made the contact(s) available.

**15.8.5** In the event of circumvention by any of the undersigned Parties, whether direct and/or indirect, the circumvented Party shall be entitled to a legal monetary compensation equal to the maximum service it should realize from such a transaction, plus any and all expenses, including any and all legal fees incurred in lieu of the recovery of such compensation.

**15.8.6** All considerations, benefits, bonuses, participation, fees, and/or commissions received as a result of the contributions of the Parties to this agreement, relating to any and all transactions shall be allocated and distributed as mutually agreed. Specific arrangements, for each transaction shall be made available and/or submitted to the recipient on the very day due and payable as per each and every transaction, unless otherwise agreed.

**15.8.7** This agreement is valid for ten (10) years from the date of signature, for any and all transactions between the Parties therein, with renewal to be agreed upon between the signatories.

**15.8.8** It is further agreed that any controversy, claims, and or dispute arising out of and/or relating to any part of the whole of this agreement or breach thereof and which is not settled between the signatories themselves, shall be settled and binding by and through arbitration in accordance with the rules and through the institution of the International Chamber of Commerce. Any decision and/or award made by the arbitrators shall be final, conclusive and binding for the Parties and enforceable in the Court of Law in the Country of choice of an award by the arbitrators.

**15.8.9**  This Agreement shall be binding upon the Parties hereto and in the case of individual parties, their respective heirs, administrators and executors and in the case of all corporate Parties, their successors and assigns:

**15.8.9.1** The non-circumvention damages, i.e., the total commissions, fees, or profits which would have been due, and;

**15.8.9.2**  All loss sustained by the non-defaulting party by reason of such breach, and;

**15.8.9.3** All expenses incurred in enforcing any legal remedy rights based upon or arising out of this Agreement.

**15.8.10** Signature of this agreement shall be deemed to be an executed agreement enforceable and admissible for all purposes as may be necessary under the terms of this agreement.

**15.8.11** All signatories hereto acknowledge that they have read and each Party fully understands the terms and conditions contained in this Agreement and by their initials and signature hereby unconditionally agree to its terms as of the date noted herein.

**15.8.12** The purpose of this instrument is to establish an internationally recognized Non-Circumvention, Non-Disclosure, and Working Agreement between the participating Parties. This and future transactions shall be conducted under the guidelines of the International Chamber of Commerce.

**15.8.13** The Parties agree that electronic or facsimile copies of this Agreement to be considered as a legal original and signatures thereon shall be legal and binding.

**16.0 Transfer of Property**

### 16.1 PALTUR TEKSTIL FOOD TRANSPORTATION IMPORT EXPORT INDUSTRY AND TRADE LIMITED COMPANY (Paltur), is the registered Seller (aka merchant, agent or mandate between the Buyers and Suppliers Agent/Supplier.)

### 16.2 The product we ship remains the property of Paltur, the registered Seller (aka merchant, agent or mandate of the Supplier's Agent / Supplier) until all invoices and payments as per FCO/SPA have been fully settled by the Buyer.

### 16.3 Paltur reserves the right to transship any container back to port of Origin or transfer ownership of product in any other way we see fit should full payment not be received as per payment terms.

**17.0 Special Conditions**

**17.1** Buyer and the Seller warrant that it has exerted and shall continue to exert its best efforts to avoid any action that might be in any manner detrimental to Seller’s interest in the negotiation, execution, and performance of this contract.

**17.2** The parties hereby agree that all terms, that are not specifically confirmed and agreed upon in this contract, have to be referred to the general rules of the ICC INCOTERMS Edition 2000 with the latest amendments.

**17.3** No late changes or amendments to DISCHARGE PORTS, OR CONSIGNEE DETAILS will be accepted after the start of production has commenced.

**17.4** This SPA cannot be transferred.

**17.5**  Unsigned, this SPA will expire on **30 June, 2025**. A signature of approval is required prior to expiry and will convert this contract to be non-expirable until the terms laid out therein are fulfilled.

**17.6** Following signature by both parties, a purchase order will follow.

**INTENDING TO BE LEGALLY BOUND**, the undersigned Parties have executed this Sale and Purchase Agreement (SPA) as of the date set forth below.  
  
**SIGNATURES**

| Signed \_\_\_\_\_ June 2025  **Mr. Yousef Mohmad Obaid**  CEO - PALTUR TEKSTIL FOOD TRANSPORTATION IMPORT EXPORT INDUSTRY AND TRADE LIMITED COMPANY (**Paltur**)  With authority to sign on behalf of Patur | Signed \_\_\_\_\_ June 2025 |
| --- | --- |

## Appendix 1

***Terms and options for annual contract if quality of the trail shipment is approved***

### ANNUAL CONTRACT

*After acceptance of the quality of the 1st Trial Shipment, terms will transition to Annual Contract as follows:* **Contract Quantity:** 12 months at estimated 4000 MT - 5012 MT a month   
 (shipped weekly at 1000 MT - 1250 MT +/- 5% five percent)

*Contract will be executed weekly according to the Buyer’s Options as outlined below:*

### Option 1

**Packing & Packaging**:

Plastic Bottles: 1 litre, 1.5 litre, 2 litre, 3 litre, 4 litre, 5 litre  
 PE Bottles

20 Litre Plastic Jerry Cans (OEM)  
 Loaded in 40’ containers

**Price & Payment:** USD 1015 per MT

Payment will be made via SWIFT as Proforma invoice with 30% deposit prior to order commencement and 70% at port of loading against shipping documents

### Option 2

**Packing & Packaging:** 21 MT Flexitanks   
 Loaded in 20’ containers

**Price & Payment Terms:** USD 975 per MT

Payment will be made via SWIFT as Proforma invoice with 10% deposit prior to order commencement and 90% at port of loading against shipping documents.

**Delivery Per Month:** ~ Up to 5012 MT (1000 MT - 1250 MT per week)

**Shipping Terms:** CIF - Mersin, Turkey Seaport