**Purchasing Contract**

Contract No.:XXX  
Sales and Purchase ContractFOR  
Manganese Ore  
This contract is made and entered into onXX,Feb2008under terms and conditions as per the international chamber of commerce-600(ICC UCP-600/2007 revision)by and between:  
The Buyer:  
Address:  
Tel:  
The Seller:  
Address:  
Tel:  
Whereby seller agrees to sell to buyer and Buyer agrees to buy from seller Manganese Ore under following the terms and conditions stipulated below:  
Article 1 Commodity  
Concentrated manganese Ore  
Article 2 Specifications  
Concentrated Manganese Ore  
Size:0-5mm(90%min)  
%Mn min.40.0%

%Fe max.15.0%  
%Silica(SiO2)max.1.0%  
%Aluminum(Al)max.4.0%  
%S max.0.20%  
%P max.0.10%  
Moisture max.7%  
Article 3 Quantity:  
500 MT,partial shipment not allowed.  
Article 4 Origin and Port of loading  
4.1 Republic of ABC  
4.2 Loading port:  
Article 5 Packing/Delivery  
5.1 In50 kg sack  
5.2 Incontainer Shipment,more or less 20 tons.  
Article 6 Shipment/Delivery  
6.1 500MT(+/-5%)partial shipment not allowed  
6.2 Shipment will be 90 days after signing of this contract and after the acceptance of the Letter of Credit by seller’s bank.L/C will be openedafter BuyerreceivingProforma Invoice from Sellerwith confirmation of the delivery schedule.  
6.3 The Buyer has the right to appoint the independent surveyor or his representative to conduct the Pre-shipment Inspection and/or conduct the joint-inspection of the material with buyer for his own account.  
Article 7 Contracted Price and Values  
Price:Mn:48%and above-USD0.00/%/DMTCFRCY Port,China  
40%-47.9%-USD 0.00/%/DMTCFRCY Port,China  
The Mn content will be average of the joint-inspection testing result at loading port.  
Article 8 Payment  
8.1 Payment shall be effected in full by an irrevocable Letter of Credit,which will be opened by 1stclass bank in Hong Kong or Singapore,100%at sight upon presentation of shipping documents.  
A.Seller’s Banking Details:  
Bank Name:  
Bank Address:  
Account Name:  
S.W.I.F.T.CODE SWIFT:  
B.Buyer’s bank issues L/C to the Seller's bank via S.W.I.F.T.wire transfer.Buyer’s Banking Details:  
Bank Name:(will be advised)  
Bank Address:  
Account Name:  
S.W.I.F.T.Address SWIFT:  
Article 10 Inspection of Analysis&Weight  
The shipmentinspection and analysis shall be done byCCICappointed by the Seller and one independent surveyor(i.e.:SGS or Geo-Chem,etc)appointed by the buyeras agreed by both parties at site before loading to container.While final weightand qualitydetermination shall be done atloadingportby the above joint-survey.Moisture content shall be deducted from the total weight shipped.  
Article 11 Documents  
Seller shall present the following documents to the buyer:  
A.Signed Commercial Invoice for 100%of the total cargo value indicating,quantity,unit price and the total Amount of Value of the delivered commodity,1 original and 3 copies.  
B.Certificates of quantity,quality and weight issued byCCICand one independent surveyor appointed by the buyer.  
C.Certificate of Origin issued by ABC Department Of Trade or concerned Government authorities,I original and 2 copies.  
D.Weight List,showing total weight,1 original and 3 copies.  
E.Bill of Lading,3 original copies and 3 non-negotiable copies.  
Article 12 Force Majeure  
The Seller shall not be responsible for the delay of shipment or non-delivery of the goods due to Force Majeureunder UCP 600.The seller shall advise the buyer immediately of the occurrence mentioned above and within 3 days thereafter the seller shall send a notice by courier to the buyer of their acceptance of a certificate of the accident issued by the local chamber of commerce under whose jurisdiction the accident occurs as evidence thereof.Under such circumstances the seller,however,are still under obligation to take all necessary measures to hasten the delivery of the goods.In case the accident lasts for more than 60 days the buyer shall have the right to cancel the Contract.  
Article 13 Arbitration  
All disputes arising out of or in connection with this Contract shall be finally resolved by arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce(UCP-600/2007 or Uniform Customs and Practice for Documentary Credits)by one or more arbitrators appointed in accordance with the said rules.The arbitration shall be conducted in ABCbythe English language.Buyer Seller  
(Authorized signature/seal)(Authorized signature/seal)