



OFFER n° DG2024V31

Date of validity

<https://tradetoprice.com>

TRADE TO PRICE

Coordinator

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(DRAFT SPA)

SALES AND PURCHASE AGREEMENT

50 KG up to 500 Kg per Month for **12 months Contract** of Alluvial of Gold Dore Bars to be
Delivered CIF or CIP Buyer's Designated Airport.

TRANSACTION NO: XXX-XXXX/AU/xx00KG

Seller Contract No: to be completed

Buyer Contract No: to be completed

GENEALOGY CODE: to be completed

NCNDA & IMFPA CODE: to be completed

Date: to be completed

Destination CIF / CIP LUXEMBOURG, SWITZERLAND, GERMANY, OLD EUROPE OR

Refinery: to be completed

Supported by the Buyer in the Free Zone by a secure transport company: to be completed

THIS AGREEMENT IS MADE AND ENTERED INTO, THIS DAY OF

xxxxx XXTH, 2024

BY AND BETWEEN

SELLER	
COMPANY	
REPRESENTED BY	
TITLE	
ADDRESS	
TEL	



TRADE TO PRICE™
FOR YOUR BUSINESS
COURTAGE INTERNATIONAL

EMAIL	
EXPORT LICENSE:	
ECONOMIC LISENCE:	
COORDINATOR	

Hereinafter referred to as the **"SELLER"** called **PARTY ONE (1)**

AND

BUYER	
COMPANY	
REPRESENTED BY	
TITLE	
ADDRESS:	
TEL:	
EMAIL:	
COMMERCIAL LICENSE:	
ECONOMIC LISENCE:	
COORDINATOR	

Hereinafter referred to as the **"BUYER"** called **PARTY TWO (2)**

SELLER and BUYER hereinafter collectively referred to as the **"PARTIES"**

1. SELLER DECLARATION OF SELLING

WHEREAS, the Seller with full corporate authority and responsibility certifies, represents, warrants and make an irrevocable firm commitment that he will fulfill the requirements of this agreement and sell and provide the commodity, herein mentioned, on time and in the manner and under the terms specified and agreed upon by the signatures hereafter.

Whereas, the Seller warrants with full responsibility, under penalty of perjury or fraud, that he is the owner and is in possession or has the authority to sell and deliver the commodity specified hereinafter, free from any liens or encumbrances having no criminal or illegal origin.

2. BUYER DECLARATION OF PURCHASING

WHEREAS, the Buyer with full corporate authority and responsibility certifies, represents warrants and make an irrevocable firm commitment that they will purchase the commodity herein mentioned in a timely manner, under the terms specified and agreed upon by the signatures hereafter.



Whereas, the Buyer confirms with full responsibility, under penalty of perjury or fraud, that he is ready, willing and able to purchase the said commodity.

3. SELLER AND BUYER ASSERTION

WHEREAS, The Seller and Buyer, each with full corporate authority, certify, represent and warrant that each can fulfill the requirements of this agreement and respectively provide the products and the funds referred to herein, in time and under the terms agreed to hereafter;

And

WHEREAS, The Seller and the Buyer both agree to finalize and execute this SPA under the terms and conditions hereinafter set forth.

NOW THEREFORE; In consideration of the mutual promises, agreements, terms & conditions of this agreement, assertions and covenants herein and other good and valuable considerations, the receipt of which is acknowledged hereby, the parties hereto mutually and voluntarily agree as follows:

4. COMMODITY DESCRIPTION

The commodity that the seller will sell to the buyer is specified as follow:

- | | | |
|------|---------------------------|---|
| 4.1. | Commodity : | Gold Dore Bars |
| 4.2. | Delivery Terms : | 50 Kg up to 500 kg per Month for 12 months |
| 4.3. | Origin : | Ghana |
| 4.4. | Form : | Gold Dore Bars |
| 4.5. | Quality : | Delivered at 22+ Carats (as per Certificate of Analysis at origin) |
| 4.6. | Fineness : | Delivered at 92%+ Purity per thousand of the fine Gold or better (as per Certificate of Analysis / Assay at origin) |
| 4.7. | Price : | 10% less LBMA/Kg GROSS
(8% discount to Buyer)
(2% commission to Intermediaries) |
| 4.8. | Payment : | By SWIFT based upon the final Assay Report via MT-103 Wire Transfer. |
| 4.9. | Payment Guarantee: | Confirmed Standby Letter of Credit (SBLC), via Swift MT-760, valid for One Year and One Day. |



- 4.10. **Non-negotiable condition:** Bank guarantee issued by a European bank for the benefit of the Seller provided that the seller presents a European bank. The opening of the bank account can be carried out by a Trustee or by the Banking Officer. In case of difficulty or divergent choice, the buyer can open for the benefit of the seller an escrow account in European territory.
- 4.11. **Validity of SBLC:** One Year and One Day.
- 4.12. **Packaging :** Internationally Accepted Metal box
- 4.13. **Delivery :** By Air
- 4.14. **Designated Airport :** XXXXXXXX XXXXXXXXX XXXX
- 4.15. **DOCUMENTS :**
- a) Commercial Invoice
 - b) Packing list
 - c) Certificate of origin
 - d) Certificate of Ownership
 - e) Export Certificate (*Export Permit*)
 - f) Airway Bill
 - g) Declaration that the goods is free and clear of encumbrance and of none criminal origin and source (*Letter confirming that the Gold is from a non-conflict zone and thus the purpose of selling the gold is not to finance any rebellious organization in a conflict zone*)
 - h) Certificate of Assay from **PMMC or Other**
- 4.16. All above documents / certification to be signed and issued by the relevant issuing authorities.

5. PROCEDURE

- 5.1 **Buyer and Seller sign the Sales and Purchase Agreement (SPA), where delivery protocol is delineated. Each page must be initialed.**
- 5.2 **The Buyer's bank sends RWA to the Seller's bank via SWIFT MT799 about readiness to issue SBLC by SWIFT MT 760.**
- 5.3 **The Seller's bank within 72 hours after receiving the RWA via SWIFT MT799 sends SWIFT MT199 to the Buyer's bank about its readiness to accept SBLC via SWIFT MT 760**
- 5.4 **Within 72 hours after the receipt of SWIFT MT199 about readiness to accept SBLC via SWIFT MT 760 from the Seller's bank, the Buyer's bank sends SBLC via SWIFT MT 760 to the Seller's bank account for a period of 1 year and 1 day.**
- 5.5 **Within 72 hours after the authentication and confirmation of the BUYER's SBLC, the Seller's Bank issues the Buyer's Bank a Performance Bond of 2% of the SBLC's nominal value to the Buyer Bank.**
- 5.6 **Within 21 (twenty one) banking Days, Seller notifies the Buyer of the first delivery with all export documents.**



5.7 Upon Buyer's confirmation of readiness, Seller flies together with the Gold to Buyer's choice of destination where Buyer shall wait for Seller at the Airport to clear and handle all import taxes as well as further fees related to Gold delivery to Buyer Refinery. All export costs of the Gold from Seller's Country to Buyer's designated Country Airport, shall be borne by the Seller; and all cost from Buyer's designated Country Airport to Buyer Refinery shall be handled by the Buyer.

5.8 Upon final assay at Buyer Refinery, in under 24 / 48(twenty four / forty eight) banking hours, Buyer transfers payment to Seller's bank account.

5.9 Upon confirmation of payments, Seller releases ownership to Buyer and the Refinery releases the Gold to Buyer

6. WARRANTY DELIVERY

6.1. The delivery terms shall be on "Delivery Basis" to the Buyers designated Country of destination.

6.2. Seller guarantees Buyer will receive 500 Kilos of Gold every month until the 12 Months term and for the contract period of 12 MONTHS. In that case, Buyer guarantees the contract by placing a STANDBY LETTER OF CREDIT (SBLC) valued for the full One Year and One Day to secure the deal, where Buyer also guarantees that he will place the bank instrument valued \$ XXX,XXX,XXX USD.

6.3. Seller further agrees that the Gold Bars deliveries will be made by Seller to Buyer designated Airport whereby Buyer and Seller shall meet for further delivery to Buyer Refinery.

6.4. Prior to departure from the point of origin, the Seller shall, 2 days before, notify the Buyer of:

- Name of the airline
- Flight number
- Date and time of expected departure and arrival.

6.5. Seller is to deliver his unrefined/part refined **Gold Dore Bars** commodity in accordance with the Commodity Sale and Purchase Agreement.

6.6. The Buyer's Name and Address should be stated on the Commercial Invoice as indicated hereinafter at. XXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXX
XXXXXXXXXXXXX XXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXX.
All refinery costs are paid by the Buyer for Gold purchased.

6.7. Should the Seller ship anything other than Gold (Au) as specified in this Purchase Agreement this SPA shall be considered nil and Seller shall be responsible for all costs and consequences.

7. TRANSACTION COSTS, SECURITY, EXPORT AND IMPORT COSTS

7.1. The Buyer shall be responsible for their own taxes, import levies, duties, bank fees, charges and all other institutional costs that may be incurred related to the transaction herein in the execution of their respective duties and obligations.



Clearance of all taxes, duties and logistics at the Buyer's destination shall all respectively be organized and be borne by the Buyer.

7.2. The Buyer shall be responsible for all cargo related duties, charges and taxes at the Delivery Port unless otherwise stated herein.

7.3. The Seller shall be responsible for all cargo export charges at the Loading Country unless otherwise stated herein.

8. BUYER PAYMENT COMMITMENT

8.1. The Buyer shall inspect the Goods as soon as possible on arrival at the Assayer. On completion of the inspection, the Buyer shall issue and sign a Cargo Receipt, which shall be considered acknowledgement of receipt of the Goods in their state at Delivery. The acknowledgement of receipt of the Goods shall have no bearing on the Buyer's acceptance of (a) the actual quality of the goods, or (b) the actual weight of the Goods, which shall be determined by the Assayer.

8.2. The Assayer shall perform an Analysis of the Goods to ascertain the quality. The Buyer shall pay the fees of Assayer.

8.3. The Assayer shall issue a Certificate of Assay stating (1) the full results of their quality analysis, and stating (2) the full results of their weight analysis. The results stated in the Certificate of Assay shall be final and binding on the parties save for fraud or manifest error.

8.4. And if the reporting is matching with signed agreement, then the buyer has no right to cancel the purchase and this SPA becomes irrevocable and unconditional upon the successful initiation of the transaction referenced above.

8.5. Buyer agrees that he is financially capable to close this project. Once the contract is signed and Buyer fails to issue the bank instrument under 21 days, or Buyer changes his mind to purchase the Gold subject to this Contract, Buyer shall pay to Seller 2% as the cost of Seller securing the Gold for Buyer.

8.6. Once the Gold arrives at Buyer's designated Country if the Buyer changes mind to purchase, he shall then pay all export charges to seller in addition to cost of re-exporting back the Gold to its import origin, plus 2% of the total sales value.

9. DOCUMENTS

9.1. Seller confirms that, all documents given to Buyer are 100% genuine and so is the Gold delivered.

9.2. Each shipment and delivery shall be identified with all appropriate contract reference codes and numbers (Transaction, Seller and Buyer Codes) stipulated herein.

9.3. Seller must provide the following documents to Buyer prior to arrival of goods or when delegates arrive at the airport of destination. Said documents must be issued in the English Language.



- 9.3.1. Commercial Invoice: issued by Seller: 2 originals and 2 original copies showing Contract Number, description of Goods, packing list, unit price, total amount, and gross/net weights of the goods.
- 9.3.2. Packing List: One (1) original and three (3) copies issued declaring gross and net weight, number of units, and the Number of the Airway Bill.
- 9.3.3. Certificate of Origin: one (1) original, and three (3) copies.
- 9.3.4. Certificate of Ownership: One (1) original and three (3) copies issued.
- 9.3.5. Export Certificate: One (1) original and three (3) copies issued.
- 9.3.6. Airway Bill: One (1) original and three (3) copies issued.
- 9.3.7. Declaration that the goods is free and clear of encumbrance and of none criminal origin and source.
- 9.3.8. Certificate of Analyses Report issued by Laboratory of Ghana PMMC Department of (country of origin).

10. PAYMENT AND SECURITY PROCEDURES

- A. The commodity is booked in with the refinery in the name and ownership of “The Buyer” under the account of The Buyer.
- B. Final payment is made immediately after the final assay test acceptance.

The Actual Selling Price of Final Commodity is according to:

- The Gold Dore Bars Unit Price of The LBMA Gold figure, and
 - The figure is based on the Day Low Price of the LBMA Gold figure at 12:00pm on The Actual Transaction Day.
- C. A copy of the refineries’ final assay report will be provided to the **Seller and Buyer** prior to payment being made.

11. NOTICES

Unless otherwise agreed in writing, any notices, statements, requests or other communications to be given to either Party pursuant to this Agreement shall be sufficiently made in writing and sent by post, email, postage paid, or by telegraph, telex, facsimiles transmission or other means of data transmission directly to the address of the party specified for this purpose in this Agreement.

12. CONFIDENTIALITY & NON-CIRCUMVENTION

- 12.1. The Buyer and Seller undertake to maintain absolute and total confidentiality concerning this contract, except where legal or statutory requirements require otherwise.

- 12.2. Both Buyer and Seller acknowledge that the harm to the other party would be substantial and therefore the Seller and Buyer agree to abide by the Customary International rules of non-circumvention and non-disclosure as established by the International Chamber of Commerce in Paris, France for a period of Five Years, with rolls and extensions, from the date hereof.
- 12.3. **All parties herewith declare, not to circumvent each other in this transaction, not to bypass or try to circumvent by having direct contact with third parties introduce by each other.**
- 12.4. This Fee Agreement is valid during all transactions, inclusive of all replacements, extensions, or additional arrangements.
- 12.5. This document officially commits all parties and also their employees, shareholders, partners, workers and all other involved people. All the rules & regulations of ICC 400/500/600 regarding confidentiality, non-circumvention and non-disclosure apply to all the parties of this agreement and said rules & regulations shall remain in full force for a period not to be less than 10 Years, with rolls and extensions, from the date of this agreement.
- 12.6. In case the above mentioned contract has expired after the period of 10 Years, or has not been officially extended and has ceased to be in force, this Fee/Commission Agreement will be considered null & void.

13. GENERAL PROVISIONS

- 13.1. The parties hereby agree that this Agreement shall become valid and operational if and when signed and sealed in counterparts and until both parties have fulfilled their obligations.
- 13.2. This Agreement and all information obtained by one party from the other party shall be treated as confidential.
- 13.3. The headings appearing in this Agreement are for convenience only.
- 13.4. Any modification of addition to this Agreement shall be made in writing.

14. FORCE MAJEURE

- 14.1. Neither the Seller nor the Buyer shall be responsible for any failure to fulfill their respective obligations under this Agreement if fulfillment has been prevented or curtailed by any circumstances whatsoever which are beyond the reasonable control of the Seller or the Buyer as the case may be including without prejudice to the generality of the foregoing.
- 14.2. Compliance with any order, demand or request of any government or of any international, nation, port, transportation, local or other authority or agency or



of anybody or person purporting to be or to act for such authority or agency, any strike, lockout or labor dispute, adverse weather, perils of the airways or embargos, delays of the plane due to breakdown provided always that nothing contained herein shall relieve the Buyer of any of its obligations to make payments due to the Seller under this Agreement by the due dates or according to the provision of paragraph which obligations are absolute.

- 14.3. In case of circumstances of Force Majeure lasting more than ninety (90) days, the Buyer shall have the right to cancel the Contract, partially or in total. In such a case, none of the parties hereof shall have the right to any compensation for possible losses from the other party.
- 14.4. The party seeking relief under Section 15.1 shall advise the other party as soon as practicable of the circumstances causing the failure to fulfill its obligations and shall thereafter provide such information as is available regarding the progress toward cessation of those circumstances.
- 14.5. The certificate issued by the respective Chambers of Commerce in the country where Force Majeure arises shall be sufficient proof of such circumstances and their duration.

15. LIABILITIES AND PENALTIES

- 15.1. Seller, after receiving the Bank Instrument (SBLC) from the Buyer, if fails to deliver within 21 banking days, Buyer has the right to request to Seller Bank to pay the 2% total value of Buyer's SBLC as penalty.
- 15.2. After signing the contract if Buyer fails to issue the bank instrument within 21 banking days, or if Buyer changes his mind to purchase the Gold subject to this Contract, Buyer shall pay to Seller 2%(two percent) as the cost of Seller securing the Gold for Buyer.
- 15.3. Once the Gold arrives at Buyer's designated Country if the Buyer changes his mind to purchase the goods as per this agreement, Buyer shall then pay all export charges to seller in addition to cost of re-exporting back the Gold to its import origin, plus 2% of the total sales value.
- 15.4. Except as expressly provided in this Agreement, neither Seller nor Buyer shall be liable for any indirect or consequential losses which may be suffered or alleged to have been suffered by the other party.

16. ASSIGNMENT

- 16.1. Neither Seller nor Buyer may assign its rights to this Agreement without the prior written consent of the other party. Buyer shall be entitled to assign its rights to an affiliate or joint venture partner with written consent of the Seller. No such assignment shall relieve the assigning party of its obligations under this Agreement. Notice of any such assignment shall be given promptly by the



party effecting the assignment to the other party to this Contract. Any assignment not made in accordance with the forgoing provisions shall be void.

- 16.2. If assignment is agreed to, a Formal Notice of the Assignment shall be submitted to the Buyer/Seller, which will contain the Assignee's Company Name, Company Address, and Spokesperson/Official to contact and their telephone and Phone/fax numbers.

17. APPLICABLE LAW, LITIGATION AND ARBITRATION

- 17.1. The present Contract is a purely commercial deal concluded in accordance with international rules related to preparations, interpretation, execution of legality and any other issues regarding performance of the present contract including customary norms of honesty, confidentiality adopted by the **International Chamber of Commerce (ICC)**, as well as temporary suspension of deliveries due to force - majeure circumstances. Should the Parties fail to reach an agreement as regards any aspect of performance of the present contract; the Parties agree to submit the matter to The New York International Arbitration Center ("NYIAC").
- 17.2. Each of the Parties here has full corporate legal authority to execute this Contract and accordingly be fully bounded to the terms and conditions therein. INCOTERMS 2000 rules that the Contracts (Electronic Document Transmission) is legally binding.
- 17.3. The Terms shall apply and be deemed to be valid and enforceable by either party and each Party shall be in a position to request a hard copy of the Contract or any previous electronically transmitted copy.
- 17.4. If any dispute or controversy that may arise in connection with or as a result of provision or provisions of this Sales and Purchase Agreement, which are not settled amicably within the parties, it shall then resolved by the rules of Conciliation and Arbitration of the International Chamber of Commerce in New York, USA.
- 17.5. The proceeding shall be conducted arbitrator in accordance with the rules for Arbitration of the International Chamber of Commerce (ICC). The arbitration proceeding shall be conducted in the English language.
- 17.6. Any arbitral award shall be enforceable in accordance with the rules of the New York convention of 1958 on the recognition and enforcement of foreign arbitral awards.
- 17.7. Judgment upon the awards rendered may be made to the said courts or other authority for a judicial acceptance to the award and an order of enforcement as the case may be.



- 17.8. After the court has rendered a verdict, this Contract can be terminated and the prevailing party will be compensated for costs and damages.

18. AMENDMENTS AND WAIVERS

- 18.1. This Agreement shall not be amended or modified or any provision thereof waived, except in writing and accepted by both parties.
- 18.2. Any provision of this Agreement, which is declared unlawful or unenforceable by a court of competent jurisdiction, shall not affect any other provision herein.

19. INSURANCES

- 19.1. Seller shall bear the expense to procure a policy with a first class Insurance Institute to cover one hundred and ten percent (110%) of the goods' value, from the origin of the Gold to Buyer designated Country Airport.
- 19.2. Buyer shall bear the expense to procure a policy with a first class Insurance Institute to cover one hundred and ten percent (110%) of the goods' value; from the Gold arrival at Buyer designated Country Airport until the effectiveness of the transfer of property from Seller to Buyer.
- 19.3. Both Insurance policies shall cover all risks, loss or damages to the said goods, including war, hijacking, explosion, etc.

20. BANK COORDINATES

The payment will be made in the form of a SWIFT Transfer.

20.1. SELLER BANKING COORDINATES

STATEMENT: We, XXXXXX XXXXXX represented by XXXXX XXXXX the *DIRECTOR*, do hereby agreed as follows, we have authorized (*TO BE ATTACHED*) to be our financier and by so doing, we have also requested that, they should receive all payment on our behalf. Should incase any problem occurs with the account; we Seller accept hereby to bear the responsibility.

Note: Seller has the right to change his bank account details if need be. He must, prior to any change, notify in written the Buyer in advance.

FINANCIER'S BANK ACCOUNT TO RECEIVE THE SBLC (MT-760)



BANK NAME	
ADDRESS	
ACCT. NAME	
ACCT. NUMBER	
SWIFT CODE	
ACCT. OFFICER	
EMAIL	
Tel	

SELLER BANK ACCOUNT TO RECEIVE THE WIRE TRANSFER (MT 103)

SELLER'S BANK DATA	
Bank Name	
Address	
City	
Country	
Account Name	
Account Number	
Swift Code	
Bank's Officer Name	
Bank Officer's Telephone	
Bank Officer's Email	

BUYER BANKING COORDINATES

STATEMENT: We the Buyer, *XXXXXXXXXX XXXXXXXXXXXX XXXXXXXXXXX XXXXX*, represented by our *XXXXXXXX XXXXXXXX XXXXXXXXXXX*, agree to use our *XXXXXXXX XXXXXXXX XXXXXXX XXX*, and Account Name: *XXXXXX XXXXXXXXXXXX*, Account Number *XXXXXXXXXXXXXXXXXX*. Also stated here below and I further agreed that, upon delivery of the Gold and final assay at our refinery, I the Buyer will transfer all payments from same account.

Note: Buyer has the right to change his bank account details if need be. He must, prior to any change, notify in written the Seller in advance.

BUYER BANK ACCOUNT TO ISSUE THE SBLC (MT-760)

BANK NAME	
ADDRESS	



ACCT. NAME	
ACCT. NUMBER	
SWIFT CODE	
ACCT. OFFICER	
EMAIL	
Tel	
Fax	

BUYER BANK ACCOUNT TO ISSUE THE PAYMENT VIA WIRE MT-103

BANK NAME	
ADDRESS	
ACCT. NAME	
ACCT. NUMBER	
SWIFT CODE	
ACCT. OFFICER	
EMAIL	
Tel	
Fax	

22.3 AUTHORITY OF SIGNATORIES

Each of the parties hereto confirms, with full legal responsibility, that each has full legal and lawful authority to execute this Contract and therefore all terms and conditions shall be fully binding.

The parties have entered into this Contract in good faith and each shall use its best efforts in the full spirit of co-operation to promptly achieve the purpose set forth herein.

A facsimile/email of this Agreement shall be deemed legally binding as being fully executed in accordance to the parties herein and to include their heirs, executives, administrators and assignees.

23 VALIDITY OF CONTRACT

This contract of 12 MONTHS ROLLS EXTENSION is valid for the period of its satisfactory completion with possibility of rollover, unless both parties agree to extend its validity by way of a signed and dated addendum.

24 SPECIAL CONDITIONS



This agreement does not expire to any specific date and remains valid unless terminated by either party on a 2 weeks' notice. It further supersedes all contracts/agreements which may have been negotiated, signed put into legal existence to date between the Seller and the Buyer regarding the specific transaction contemplated by this Agreement. Amendments to the contract require mutual written agreement.

The Seller shall designate his/its representative to accompany the commodity at the country of final destination to witness the full process at the refinery and make arrangements for receipt of final payment after refinery with The Buyer.

25 ARRIVAL PROTOCOL

- Step 1:** Buyer notifies refinery of shipment arrival and processes paperwork for transfer to secure carrier. Buyer clears the consignment and pays all custom duty.
- Step 2:** Armored, insured carrier transports commodity to refinery.
- Step 3:** Refinery opens and weighs commodity upon receipt.
- Step 4:** Quality test is performed to ensure the presence and quality of gold.
- Step 5:** Commodity is melted, sampled and poured into impure Dore bars and weighed for final settlement purposes.
- Step 6:** Buyer signs the acceptance of the assay report.

26 TERM OF AGREEMENT

This Agreement shall terminate either at the option of the Buyer by notice to the Seller or automatically in the event of non-delivery to Buyer Refinery on delivery date agreed upon between the parties. The Parties may agree to extend this agreement in writing by attaching a separate addendum.

27 EXECUTION OF THIS AGREEMENT

The Terms of this Agreement shall be confirmed and signed by the Buyer and the Seller via facsimile or e-mail. Said executed facsimile or e-mail shall be binding and initiates and concludes the legal liabilities between Buyer and Seller of this Contract.

28 OTHER CONDITIONS

- 28.3** After the present Contract is signed, all previous negotiations and correspondence between the Parties shall become null and void.
- 28.4** Any written alterations and appendices to this Contract shall be valid only if they are signed by both Parties.
- 28.5** All signed Appendices and Additions are an integral part of the present Contract.



- 28.6 Except for the cases, expressly stipulated in the present Contract, neither of the Parties should bear responsibility for indirect losses, which have arisen as a result of performance (non-performance) of the obligations under the present Contract.
- 28.7 The original of this Contract exists in English.
- 28.8 Coordination of terms of the present Contract made in writing and verified by signatures and seals of the Parties' representatives shall be acceptable.
- 28.9 Grammar mistakes and misprints, if such are present, shall not be considered as contradictions.
- 28.10 Any information contained herein constitutes a commercial secret, shall be kept confidential and shall not be disclosed by the Parties.

29 CONCLUSIONS, DECLARATION AND SIGNATURES

All parties to this Agreement hereby agree to be bound by the Terms and Conditions stipulated herein.

IN WITNESS WHEREOF, the parties have understood all of the terms and conditions of this Agreement and hereby agree to honor all clauses with the privileges, rights and immunities pertaining therein, making this Agreement effective on and as of the Effective Date upon signing by all parties. This Agreement is executed in multiple counterparts. Facsimile copies of the signed Agreement are hereby accepted as originals, and will be deemed to be valid and effective for all purposes. The parties will distribute the original copies among themselves promptly. This Agreement is comprised of originals of 26 pages whose "Product Description is **"AU - Dore Bars (Gold)"**.

The Parties hereto agree that they have signed stamped copies of this Contract and exchange the signed copy by electronic mail. Signed electronic copies by the Parties hereto are considered legally binding and enforceable.

After Payer deposits, Paymaster(s) shall be solely responsible for all subsequent commission disbursement(s). Parties hereto agree that [finalized] electronic copies of this (preliminary & the final fee agreement) shall be legal, binding, and enforceable as the original documents.

This agreement is subject to US Law regardless of adjudication domain(s), parties domicile(s) and or domain(s). Seller, Buyer, and paymasters shall possess this agreement. Said Parties agree that any dispute shall be settled amicably if possible, or, via ICC arbitration (New York) if possible, and that ICC decisions and awards shall be final.

This Agreement shall be valid and enforceable for the duration(s) of each and every [underlying] SPA(s), and said SPA extensions, and rollovers. This agreement is subject only to said jurisdictional law, the terms herein, and ICC [current] provisions for Force Majeure (FM) which [if said should arise], Payer shall issue official, confirmable notification of same. FM shall not prevent resumption of payment(s) due, nor past due, and/or, prompt resumption of all payments interrupted due to FM, nor any other disruptive event(s); except and until any applicable underlying SPA (as defined herein) has reach its term (as defined herein), or has been prematurely terminated with



absolutely no recourse and/or continuity, and, via payer's written official notification to paymasters certifying confirmable same. Any part of this agreement stricken [by law], shall not affect the remainder or any subsequent amendment [of same].

BY SIGNING BELOW, *with full understanding of the act of fraud*, both parties abide by their corporate and legal responsibilities to this Agreement.

*Electronic signature is valid and accepted as hand signature when the contract is coming directly from the email address of the Signatory OTHER*

EDT (Electronic Document Transmissions) shall be deemed valid and enforceable in respect of any provisions of this Contract. As applicable, this agreement shall be:-Incorporate U.S. Public Law 106229, "Electronic Signatures in Global and National Commerce Act" or such other applicable law conforming to the UNCITRAL Model Law on Electronic Signatures (2001) and ELECTRONIC COMMERCE AGREEMENT (ECE/TRADE/257, Geneva, May 2000) adopted by the United Nations Centre for Trade Facilitation and Electronic Business (UN/CEFACT). EDT documents shall be subject to European Community Directive No. 95/46/EEC, as applicable.

Either Party may request hard copy of any document that has been previously transmitted by electronic means provided however, that any such request shall in no manner delay the parties from respecting their obligations and duties under EDT instruments



SIGNATURES

PARTY ONE (1)

For and On Behalf of the SELLER

SIGNATURE AND SEAL

SELLER	
COMPANY	
REPRESENTED BY	
TITLE	
DATE	

PARTY TWO (2)

For and On Behalf of the BUYER

SIGNATURE AND SEAL

BUYER	
COMPANY:	
REPRESENTED BY	
TITLE:	
DATE:	

END OF SALES AND PURCHASE AGREEMENT

APPENDIX - DELIVERY SCHEDULE SAMPLE FOR ONE (1) YEAR

DELIVERY	QUANTITY	MONTH
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TRADE TO PRICE™
FOR YOUR BUSINESS
COURTAGE INTERNATIONAL

1	50 Kg or other	1 st Month
2		2 nd Month
3		3 rd Month
4		4 th Month
5		5 th Month
6		6 th Month
7		7 th Month
8		8 th Month
9		9 th Month
10		10 th Month
11		11 th Month
12		12 th Month
TOTAL QUANTITY	KG	ROLLS& EXT

SELLER CERTIFICATE OF INCORPORATION



SELLER PASSPORT COPY

BUYER CERTIFICATE OF INCORPORATION



TRADE TO PRICE™
FOR YOUR BUSINESS
COURTAGE INTERNATIONAL

BUYER PASSPORT COPY



TRADE TO PRICE™
FOR YOUR BUSINESS
COURTAGE INTERNATIONAL