

SALES & PURCHASE CONTRACT

No. 402- 07 / / Date: 02th Jan 2024

This Sales & Purchase Contract (“CONTRACT”) Is made and entered into on **02th Jan 2024** by and between:

CHADORMALU MINING & INDUSTRIAL COMPANY

(hereinafter referred to as “SELLER” or “CMIC”)

Address: No.56, Esfandyar Blvd.,

Vali-e Asr Ave., Tehran, Iran

Postal Code: 1968653647

E-mail: Saeednaderi@hotmail.com

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(Hereinafter referred to as “BUYER”)

Address:

Postal Code:

E-mail:

SELLER/CMIC and **BUYER** are sometimes referred to individually as ‘PARTY’ or collectively as ‘PARTIES’.

1. **CONTRACT PERIOD:** This CONTRACT shall be effective upon full payment of 20% of Total Value as per requirements of Clause 13 hereunder and P/I therewith. As of effectiveness of this CONTRACT as such, this CONTRACT shall be valid maximum two (2) months thereafter.
 2. **DESCRIPTION OF GOODS:** Prime Continuous Cast Steel Billet.
 3. **QUANTITY:** 30,000 MT.
 4. **SIZE AND QUALITY:** As per Appendix No. 1.
 5. **MARKING:** Heat number+ Color marking, if requested.
 6. **PACKING:** Loose or in bundles.
 7. **LOADING PORT:** Bandar Abbas (**Shahid Rajaie port**) Iran.
 8. **DISCHARGING PORT:** to be advised by BUYER prior to vessel nomination.
 9. **DELIVERY TERM:** FOB ST LSD Bandar Abbas, Sahid Rajae port Iran (INCOTERMS 2020).
 10. **UNIT PRICE:** AED/MT.
 11. **TOTAL VALUE:** AED.
 12. **DELIVERY TIME/CARGO READINESS DATE:** Delivery time by mid of February 2024.
 13. **TERM OF PAYMENT:** 100% cash under the below breakdown:
 - 1) Twenty percent (20%) within five (5) official working days in Iran P/I date.
⇒ In case of BUYER’s non-fulfillment of its contractual undertakings, ten (10%) of which is not refundable to the BUYER. Such retention is regarded as the performance guarantee.
 - 2) Eighty percent (80%) may be partially paid upon SELLER’s discretion prior to the vessel’s leaving the port concerned.
For the avoidance of doubt, any and all charges whatsoever nature shall be indisputably borne and paid by BUYER and be on his account arising out of or in connection with any changes in payment schedule and conditions thereupon.
- a) SELLER'S bank account details are as below:

Beneficiary / Account Name:

b) Bank's Name:

IBAN:

SWIFT:

⇒ All payments shall be made in a currency to be specified by SELLER.

14. OTHER TERMS & CONDITIONS: As per Appendix No. 2 attached hereto.

15. DOCUMENTS PRIORITY: This CONTRACT, Appendices herewith and P/I shall entirely be considered as the integral, interrelated, and indispensable legal instruments concluded by and between PARTIES and supersedes any oral or written contract/representation that may have been made by SELLER or BUYER.

IN WITNESS WHEREOF, PARTIES have executed this CONTRACT by their authorized representatives in fifteen (15) Clauses, two (2) Appendices and two (2) originals, one (1) for each PARTY, having equal legal validity on the date hereof as the Effective Date.

SELLER

BUYER

Signed:

Signed:

Name:

Name:

Title:

Title:

Date:

Date:

Signed:

Signed:

Name:

Name:

Title:

Title:

Date:

Date:

APPENDIX No.1

Billets specification:

Grade: 3SP, 5SP

Size: 150X150mm (+/-5mm) X 12000 mm (+/-100mm),

Parameter	3SP	5SP
C:	0.16 – 0.20 %	0.30 - 0.34 %
Mn:	0.56 – 0.65%	0.70 – 0.80 %
Si:	0.18 – 0.24 %	0.20 – 0.30 %
P:	0≤0.045 %	0≤0.045 %
S:	0≤0.045%	0≤0.035%
Cu/Cr/Ni:	0.20 % MAX	0.20 % MAX
Cu+Cr+Ni:	0.5 % MAX	0.5 % MAX

1. Physical properties

- Diagonal length deviation: 7 mm max
- Twisting: 1 degree/meter max.
- Rhomboidity: 7mm max
- Straightness: 6 mm/m max and 50 mm for over whole length
- Cutting ends (burr): 10 mm max
- Corner radius: 4mm – 6mm
- Concavity: +/-3mm max for each side

2. Surface & Internal quality

- The billets are free of surface defects which can affect the end use e.g. surface shrinkage, surface porosity, separate skin, longitudinal and transversal cracks, slag macro inclusions and etc.
- The billets are free from internal defects which can affect the end use e.g. inclusions, segregation, blowholes, pin holes, cracks or other defects.

SELLER

BUYER

Signed:

Signed:

Name:

Name:

Title:

Title:

Date:

Date:

Signed:

Signed:

Name:

Name:

Title:

Title:

Date:

Date:

APPENDIX No.2

No. -402-07 Date: 02th Jan 2024

1. Shipping documents:

- 1.1. Commercial invoice based on customs declaration.
- 1.2. Bill of lading issued by BUYER's acceptable forwarding agent.
- 1.3. Certificate of Origin issued by Local Chamber of Commerce (at BUYER's option).
- 1.4. Mill Test Certificate ('MTC') showing chemical analysis per heat number, pieces and weight per heat issued by SELLER Quality Control Department.
- 1.5. Mill's Packing list showing Actual weight, Size and No. of Pieces, color marking, and dimensions.
- 1.6. Third Party Inspection Certificate on BUYER's account. Inspection fee will be on BUYER's account. If requested, inspection to be arranged by BUYER.
- 1.7. Non-Radiation Certificate upon BUYER's request.

Note: Third party documents are acceptable except commercial invoice. The BUYER will assist the SELLER in obtaining the non-negotiable bill of lading for custom purpose issued to the "Name and address of SELLER as Shipper" from the shipping company or its agent. The BUYER will instruct the shipping company to provide the non-negotiable bill of lading (3/3n) to the SELLER or if the parties agree to provide an acknowledgement of receipt (mate's receipt).

2. Manufacturer: CMIC

3. Inspection: Third party Inspector or BUYER's representative(s) can be nominated for inspection of cargo on BUYER 's account (to prevent any claim for sizes, weight and pieces, BUYER has the right to nominate an Independent Inspector to inspect the sizes, weight and tally the pieces of cargo at the time of loading the vessel and or before nomination of vessel).

4. Quality and quantity claims: quality and quantity claims, if any, to be advised by BUYER directly to the SELLER within 45 days from date of loading completion and to be supported by a mutually acceptable Independent Surveyor's Report on damages.

Wherever necessary, SELLER or BUYER may nominate a mutually agreed Independent Inspector and BUYER is not to use material under subject claim unless specifically approved by the SELLER. Claim limited to invoice value of the goods and no liability for consequential loss or deferment of anticipated or actual profit, loss of opportunity, loss of revenue, loss of use, loss of production, increased or additional cost, business interruption or any similar damage or for any special, consequential or indirect losses damages will be acceptable. BUYER's claim to be submitted directly to the SELLER in two original copies and to contain description of goods, heat number, and number of pieces and weight of the goods in respect of which the volume is submitted.

5. All the BUYER's bank charges are on BUYER's account, all of the SELLER's bank charges are on SELLER's account.

6. Taxes, duties etc. on cargo at loading port will be on SELLER's account, and all charges including,

but not limited to, taxes, levies duties whatsoever nature pertaining to the discharging port will be on BUYER's account.

7. Vessel Acceptance Conditions (Version.3):

- 7.1. Vessel age: max. 20 years. Preferably Bulk Carrier & geared.
- 7.2. DWT: enough to carry the quantity.
- 7.3. Cranes safety certification should be received by BUYER before or at the time of vessel nomination and owners warrant that all vessel's gears and holds are in good working condition and suitable for the intended voyage. Also all cranes of the vessel must be able to work simultaneously without interfering each other. Shipper is allowed to reject vessels which are not meeting cranes simultaneous working.
All charges will be on BUYER's account due to any improper operation of the vessel gears at loading time.
- 7.4. BUYER should nominate a vessel suitable to carry contractual cargo, it is obvious that container/grain carriers/tween-decker, any kind of vessel with any type of barriers in holds are not suitable, SELLER reserves his right not to accept the vessel which is not suitable to carry contractual cargo.
- 7.5. Loading rate **1,300 MT** per working crane/hatch/hold PWWDD, It is noteworthy that load rate will be reduced to 1000 MT Per Hook Per Day in case cranes got problems (such as low speed operating, not simultaneously operating, power generator malfunctioning).
- 7.6. Desired charter party is "**one safe berth, Bandar Abbas (Shahid Rajaie port)**" NOR at loading port can be tendered upon vessel's arrival at the customary anchorage. Laytime to be started as soon as vessel safely berthed at port. If vessel berthed or delivered for loading after 1800 hours laytime will started 0800 hours of next official working day.
- 7.7. Demurrage is to be stated by the BUYER as per the respective Rate mentioned on charterparty a copy of which should be given to Manufacturer and Dispatch is to be half of the Demurrage rate and should be settled within 30 days after the Mate's Receipt date and SOF.
- 7.8. At the time of vessel nomination, the shipping company's agent in Iran shall be introduced by BUYER.
- 7.9. Laytime to count will be considered up to lashing completion and lashing will be done per Master's instructions.
- 7.10. Shipping Co. or Agent will issue a "non-negotiable Bill of Lading" which is mentioned "Name and address of Producer as Shipper" and release to producer for Customs purposes.
- 7.11. Detention/demurrage, if any, caused due to any delay from BUYER will be on BUYER's account and any detention/demurrage caused due to delay by SELLER will be on SELLER's account.
- 7.12. In case any damage happened to vessel or vessel gears which is probably done by stevedore during loading cargo, vessel is not allowed to make any repair without joint survey. Damage to be estimated and faulty PARTY to be extinguished before repairing, The reliable surveying company of SELLER and stevedore have to attend onboard and vessel may assign surveyor for joint survey of damage.

- 7.13. All time and expenses used in vessel shifting from anchorage or berth to another **will not count** as lay time, even if such vessel shifting ordered by the Port Authority.
- 7.14. Sweeping and/or purging will be on BUYER's account and the time used will not be counted.
- 7.15 Stowage method is "California Block Stowage" lashing with 30mm Iron Strap, No Fork Lift to be equipped; Also no dunnage. Master can assign watch for each loading hold. Hatch / Hold sizes of the vessel should be suitable for loading of cargo and should not have any pillar or any other obstacle which may restrict loading operations or reduce loading rate, otherwise,
- 7.16. The nominated vessel shall be equipped with gears. In case of any vessel's gear do not work properly and or not suitable for loading operation, then BUYER must provide the shore crane, for which the relevant cost will be on BUYER's account, such cost will consist of any cost including demurrage and detention, port costs and dues
- 7.17. Terms of Charter Party Contract will not be interfering this contract, base of calculation and conditions is the contract between BUYER & SELLER/Shipper which is independent official document.

8. Warehousing costs: Laycan should be given by SELLER to BUYER from 8-15 days in advance, the vessel should be nominated and berthed within given laycan, and otherwise, warehousing costs after seven (7) days from laycan as per port invoice will be on BUYER's account.

9. Penalty: If PARTIES are in infringement of their pertinent contractual commitments related to taking or delivering the cargo, they will agree upon a mutually-agreed deadline for fulfilling their respective undertakings. If no agreement reached or no outcome attained, SELLER or BUYER are then entitled to claim penalty through Dispute Settlement Forum hereunder.

10. Force majeure: ICC Force Majeure Clause 2020 shall be applied.

11. Governing Law & Dispute Settlement:

[option 1]

This CONTRACT and documents therewith shall be governed by, interpreted and construed in accordance with the laws of the Islamic Republic of Iran.

Any dispute, controversy or claim arising out of or in connection with this CONTRACT and documents therewith, including the any question regarding its existence, validity, invalidity, breach, or termination thereof, that cannot be settled amicably within fifteen (15) days after occurrence, shall be referred to and finally resolved by arbitration administered by the Tehran Regional Arbitration Centre (TRAC) in accordance with the its Arbitration Rules, for the time being in force, which rules are deemed to be incorporated by reference in this Clause. The arbitral tribunal shall be composed of a sole arbitrator. The place of arbitration shall be Tehran, Iran. The language of the arbitration shall be English.

[option 2]

This CONTRACT and documents therewith shall be governed by, interpreted and construed in accordance with the laws of Switzerland.

Any dispute, controversy or claim arising out of, or in relation to, this CONTRACTS and documents therewith, including the validity, invalidity, breach, or termination thereof, that cannot be settled amicably within fifteen

(15) days from the submission of the written notice of dispute occurrence by either SELLER or BUYER, shall be resolved by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Arbitration Centre in force on the date on which the Notice of Arbitration is submitted in accordance with these Rules.

The number of arbitrators shall be "one";

The seat of the arbitration shall be Geneva, Switzerland;

The arbitral proceedings shall be conducted in English.

12. Confidentiality: All data and information contained herein shall be tread as the confidential information and PARTIES shall duly observe this requirement.

13. Miscellaneous:

13.1 Submission of any documents required for implementation of this CONTRACT and documents therewith shall be prepared in advance and hinges upon SELLER's confirmation.

13.2 BUYER shall perfectly comply with all applicable banking regulations appurtenant to payment procedure.

13.3 BUYER shall not assign its rights and obligations herein without prior written consent of SELLER.

13.4 No modification, amendment and addendum whatsoever nature shall have legal effect unless agreed by SELLER and BUYER in writing.

SELLER

BUYER

Signed:

Signed:

Name:

Name:

Title:

Title:

Date:

Date:

Signed:

Signed:

Name:

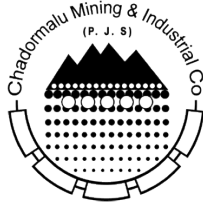
Name:

Title:

Title:

Date:

Date:



PRICE BID FORM

FOR
TENDER NOTICE NO 402-07/Date 02/01/2024
[Steel billet]

FROM (Bidder):

(Bidder Legal Name)

(Mailing Address)

(City, Province, Postal Code)

(Contact Name and Title for this bid)

(Telephone):

(Fax):

(Email Address)

TO: CMIC

Export@chadormalu.com
(Email Address)

GOODS CLARIFICATION:

Quantity: 30,000 Mt (+/-10%)

Grade: 3SP 5SP

Size: 150*150*12000 mm



GENERAL NOTES:

- ⇒ All contractual payments shall be made in AED.
- ⇒ Delivery term shall be FOB Bandar Abbas (**Shahid Rajaie port**) Iran.
- ⇒ Goods specifications have been delineated in the Tender Notice.

I, the undersigned, having examined and read the Tender Notice No 402-07 Date 02/01 2024 declare myself legally competent to act the and do hereby irrevocably bid and agree to carry out the purchase in accordance with the aforementioned Tender Notice, for the stipulated price of:

Unit price per ton (Figures)	USD
Unit price per ton (In Word)	
Total Price	USD

Signed and sealed Date: _____

**SIGNATURE OF AUTHORIZED
PERSON(S):**

