

**SALES & PURCHASE AGREEMENT
ORDINARY PORTLAND CEMENT 42.5**

CONTRACT NUMBER: DATE XXth DAY OF MARCH 2011
SELLER'S CODE: No. /XXX / XXXX / OPC / 150K
BUYER'S CODE:

=====

This Agreement has been made and entered into on this of XXth day of March 2011 by & between:

XXXXX XXXXX XXXX

XXXXXXXXXXXXXXXXXXXX

XXXXXXXXXX

REPRESENTED BY:

MR. XXXX XXXXXX [CEO]

(HEREINAFTER REFERRED TO AS THE SELLER)

AND

XXXXXXXXXX XXXXXX XXX

XXXXX XXXX

XXXXXXXXXXXXXXXXXXXX

REPRESENTED BY:

MR. XXXXX XXXXXX [DIRECTOR / CEO]

HEREINAFTER REFERRED TO AS THE BUYER)

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 hereby agrees and makes an irrevocable firm contract to sell and deliver Ordinary Portland Cement 42.5 N/R Cost, Insurance and Freight (CIF) Incoterms 2000

=====

Initials Seller

Initials Buyer

SALES & PURCHASE AGREEMENT
ORDINARY PORTLAND CEMENT 42.5

CONTRACT NUMBER: DATE XXth DAY OF MARCH 2011

SELLER'S CODE: No. /XXX / XXXX / OPC / 150K

BUYER'S CODE:

=====

WHEREAS:

The Buyer hereby agrees and makes an irrevocable firm contract to purchase Ordinary Portland Cement 42.5 Cost, Insurance and Freight (CIF) Incoterms 2000

WHEREAS:

The Seller and the Buyer both agree to finalize and execute this contract 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:

=====

Initials Seller

Page 2 of 12

Initials Buyer

SALES & PURCHASE AGREEMENT
ORDINARY PORTLAND CEMENT 42.5

CONTRACT NUMBER: DATE XXth DAY OF MARCH 2011
SELLER'S CODE: No. /XXX / XXXX / OPC / 150K
BUYER'S CODE:

=====

TERMS AND CONDITIONS:

1. PRODUCT:

Ordinary Portland Cement I 42.5 R/N hereinafter referred to as "The Product") shall conform to the following specifications in accordance with UNI N 197/1 2000 British Standards BS 12/1996; equivalent European Standards ASTM C-150 with the following main characteristics:

CHEMICAL COMPOSITION

SILICON DIOXIDE (SIO2)	20.8 – 21.5
ALUMINIUM OXIDE (AL2O3)	5.30
FERRIC OXIDE (FE2O3)	3.25 – 3.5
CALCIUM OXIDE (CAO)	65.60
MAGNESIUM OXIDE (MGO %)	1.7 – 3.0
SULPHUR TRIOXIDE (SO3)	2.7 – 3.0
LOSS OF IGNITION (LOI)	1.8 – 3.0
INSOLUBLE RESIDUE %	0.1 – 0.7
TRICALCIUM SILICATE (C3S %)	50.0 – 54.4
DICALCIUM SILICATE (C2S %)	14.2 – 18.2
TRICALCIUM ALUMINATE (C3A %)	6.0 – 6.8
TRICALCIUM ALUMINO FERRICE (C4AF %)	11.6
CHROMIUM (CR %)	2.0 MAX.

PHYSICAL AND MECHANICAL PROPERTIES

BLAIN CM2/GR	3.250
AUTOCLAVE EXPANSION	0.02
NORMAL CONSISTENCY %	27.5
INITIAL SETTING TIME (HOURS: MINS)	3.25 – 4.50
HARD SET (HOURS: MINS)	4.54 – 6.00
Fitness Index (CM2/GM)	2800-3040

COMPRESSIVE STRENGTH ISO/EN 197-1/2000 BS 4550 MORTAR

@ 03 DAYS 2.65 – 34.2 KG/CM2
@ 07 DAYS 37.3 – 42.5 KG/CM2
@ 28 DAYS 52.8 – 54.6 KG/CM2

The above named chemical-mechanical characteristic of the goods shall be authenticated by certificate of quality producer.

2. ORIGIN: Europe, America...As per seller's option (No Asian, African or Turkish origins)

3. DESTINATION / PRODUCT DISCHARGE:

The destination shall be: CIF Xxxxxx port, Xxxxxx

=====

Initials Seller

Page 3 of 12

Initials Buyer

**SALES & PURCHASE AGREEMENT
ORDINARY PORTLAND CEMENT 42.5**

CONTRACT NUMBER: DATE XXth DAY OF MARCH 2011

SELLER'S CODE: No. /XXX / XXXX / OPC / 150K

BUYER'S CODE:

=====

The minimum discharge rate of 1,000 (One thousand) metric tons per Weather Working Day (WWD) subject to discharge port off-loading capabilities.

4. PRODUCT DELIVERY:

The date (s) of bill of lading shall be considered the date (s) of delivery. The first delivery shall begin no later than, thirty to forty five (30 - 45), days after receipt and confirmation of operative financial instruments, acceptable to the Seller.

Regardless of the shipping date indicated on the Financial Instrument, the Seller shall have the right to deliver earlier than agreed herein, but shall give sufficient notice to all designated parties and more particularly, the Buyer.

The product shall be shipped to the destination port of discharge in accordance with the relevant provisions of this contract and in minimum shipment of 12,500 (Twelve Thousands and Five Hundreds) metric tons. That is (12) shipments for the One Year Contract total of 150,000 metric tons (+/- 5 %).

Total shipments shall be according to a shipping schedule (To be agreed and attached as Addendum "A" to this contract). The Buyer however accepts that shipping dates may vary slightly due to slight and reasonable variations in schedules as a result of the customary and usual exigencies. Consecutive shipments shall be shipped and delivered in accordance with the Buyer's receiving schedule, as sent to and approved by the seller, following execution hereof, with all shipments conforming to Incoterms 2000.

5. PRODUCT WEIGHT AND QUALITY:

The Seller guarantees that each shipment of The Product shall be provided with an inspection certificate of weight and quality at time of loading and such certificate shall be provided by Société Générale de Surveillance (Hereinafter referred to as "SGS") or similar recognized authority approved in writing by the Buyer at the Seller's expense, and shall be deemed final. The Seller shall instruct said authority to carry out the inspection in strict accordance with the International Chamber of Commerce (I.C.C.) Rules & Regulations.

The Buyer shall, if desired, and at his own expense have the right to arrange an additional inspection at Port of Loading to confirm loading. If discrepancies should at any time and in any particular case, result in relation to the inspection certificate (s) issued at the Port of Loading and Destination, it is hereby agreed that arbitration shall be employed to determine the appropriate judgment. Both parties agree to be bound by the arbitrator's decision for or against either Buyer or Seller.

6. QUANTITY:

150,000 MT in Total being 12,500 (Twelve Thousands and Five Hundreds) metric tons (+/- 5%) each per shipment for (12) shipments deliveries

7. PACKING:

Bags of 50 kgs, 3 layers kraft paper and inner layer polyethylene and big bags jumbo

8. PRICE PER METRIC TON:

=====

Initials Seller

Initials Buyer

**SALES & PURCHASE AGREEMENT
ORDINARY PORTLAND CEMENT 42.5**

CONTRACT NUMBER: DATE XXth DAY OF MARCH 2011

SELLER'S CODE: No. /XXX / XXXX / OPC / 150K

BUYER'S CODE:

=====

Price per Metric Ton of The Product shall be US\$ XXX (Xxx Xxxxxxx and Xxxxxx United States Dollars) per metric ton, Cost, Insurance and Freight (CIF)

9. CONTRACT VALUE:

The quantity of product sold in this contract has been given the value of US\$ XX, 000,000.00 (Xxxxx Xxxx Millions United States Dollars), being 150,000 metric tons (+/-5%).

10. PAYMENT TERMS:

Payment shall be made by: Revolving Documentary Letter of Credit, Transferable, Irrevocable and Confirmed by top 50 Prime Bank payable 100% at sight upon presentation of relevant POP, SGS Inspection and shipping documents

The Letter of Credit documents shall be negotiable and payable at the Buyer's Bank. The Letter of Credit opening bank shall allow the adding of confirmation by any acceptable bank at the expense of the Buyer, should Seller's bank deem necessary.

All bank charges accrued at Buyer's bank regarding the opening of the letter of credit shall be for the Buyer's account.

11. PROOF OF PRODUCT:

Proof of Product shall be provided by the Seller after receipt of non-operative payment instrument.

12. PRODUCT DOCUMENTATION PER LIFT:

Product documentation required for payment under the Buyer's Letters of Credit/ Payment Instrument may include the following, but to be agreed between Buyer and Seller before final operative instruments are submitted by the Buyer's Bank to the Seller's Bank:

- A. Three (3) original and three (3) copies of signed commercial invoices;
- B. Three (3) original and three (3) copies of full set of clean on board Ocean Bill of Lading (B/L) marked "freight pre-paid" or "payable per charter party" issued to the order of buyer;
- C. Three (3) original and three (3) copies of Certificate of quality quantity and weight inspection issued by SGS only;
- D. Three (3) original and three (3) copies of Certificate of Origin, issued by the Chamber of Commerce and Industry of the country of origin;
- E. One (1) original and three (3) copies of shipping company statement confirming that the age of the vessel does not exceed twenty (20) years and the vessel is registered under Lloyds registry;
- F. Three (3) original and three (3) copies of Specification certificate issued by the appropriate government authority in country of origin;
- G. Three (3) original and three (3) copies of packing list showing: i) gross / net weight; ii) the number of ocean bill of lading;

13. SHIPPING AND DEMURRAGE CONDITIONS

=====

Initials Seller

Initials Buyer

**SALES & PURCHASE AGREEMENT
ORDINARY PORTLAND CEMENT 42.5**

CONTRACT NUMBER: DATE XXth DAY OF MARCH 2011

SELLER'S CODE: No. /XXX / XXXX / OPC / 150K

BUYER'S CODE:

- =====
- A. All charges at the loading port for Seller's account.
 - B. All supervision charges at the port of unloading shall be for the Buyer's account.
 - C. Seller shall provide written alert to Buyer within 24 (twenty- four) hours after receipt of notice that vessel transporting commodity has experienced damage, peril, loss, breakdown or accident.
 - D. The Seller shall be responsible for the import permit.
 - E. All import expenses including but not limited to; import taxes, consular fees, customs, import clearance, any necessary documentation imposed by the country of destination, discharging and any related expenses at discharge port are for the account of the Buyer and are the sole responsibility of the Buyer.
 - F. Demurrage shall be calculated on the basis of actual Vessel Master's certified, recorded time sheet & statement of facts.
 - G. The discharge rate shall be 1,500 metric tons per weather working day of twenty-four (24) consecutive hours.
 - H. The times preceding to 0800 hours on the day succeeding any holidays are excluded, even if used, whether in berth or not, (WIBON), whether in port or not (WIPON), whether in free pratique or not (WIFPON), whether customs cleared or not, (WICCON).
 - I. Vessel hatch opening and closing shall be performed under crew responsibility, control and account.
 - J. Time to count from 1300 same working day if notice of readiness tendered/accepted before noon, and from 0800 hours next working day if notice of readiness tendered/accepted after 1200 hours during a working day.
 - K. Within seventy two (72) hours after vessel's departure from the port of loading, the Seller's shipping agent shall advise the Buyer by way of telex/fax/email indicating: the vessel's sailing date; the name of the nominated vessel and steamship company; name of ship's captain; tonnage; ocean bill of lading number; contract number; the flags of the vessel; net quantity loaded; number of hatches; and steamed time of arrival (hereinafter known as "ETA") at the discharge port.
 - L. The ship's captain or master of the vessel shall give the Buyer notice of estimated time of arrival by telex/fax/email at 72/48/24 hours prior to ETA at each port of discharge. It is agreed that the demurrage or premium for speed of dispatch be settled by the buyer and the within three (3) international banking days from receipt of the vessel's master invoice. Vessel Master shall issue master's invoice within six (6) standard business hours.
 - M. Lighterage/lightering: due to insufficient draft shall all be for the Seller's account since it is agreed that minimum draft is established in clause T. Hereunder. All lighterage operations shall be conducted under the Vessel Master's approval and supervision.
 - N. If Buyer fails to pay demurrage charges for any shipment under this contract, Seller shall without incurring default under this contract, have the right to delay or terminate further shipment(s) until any past due demurrage is paid by unconditional swift wire.
 - O. Geared vessels are mandatory. The Buyer will not accept gearless vessels.
 - P. Should the vessel be required to shift from one berth to another at port of discharge, the expense in shifting shall be for the Buyer's account if same is ordered by authorities due to cargo related matters.
 - Q. If same is ordered due to vessel related matters, same will be for owner's account. In any event, actual time utilized in moving from the anchorage/ waiting area to berth when available due to tide, pilot availability, port authority restrictions, and/or other reasons beyond owner's control, time will count as lay time until vessel is underway to berth.
 - R. It is understood by sellers that vessel load shall not exceed xxxxxx meters as per discharge port restriction.
 - S. Vessel may not be older than 20 years.
 - T. Vessel draft may not exceed xxxxxx meters.
 - U. Vessel to have four hatches and discharge operational ability to discharge all four hatches simultaneously.
 - V. All necessary import/custom formalities and arrangements for taking delivery of cargo prior to vessel's arrival are the responsibility of the Buyer. In the event of incomplete import formalities, or no storage facilities, or no transport arrangements, or in the event customs or port authorities do not allow discharge to commerce or halt discharge due to Buyer's or their cargo receivers failure to arrange or complete the formalities, the Buyer to pay

=====

Initials Seller

Page 6 of 12

Initials Buyer

**SALES & PURCHASE AGREEMENT
ORDINARY PORTLAND CEMENT 42.5**

CONTRACT NUMBER: DATE XXth DAY OF MARCH 2011

SELLER'S CODE: No. /XXX / XXXX / OPC / 150K

BUYER'S CODE:

=====

the demurrage and any other associated costs, including but not limited to shifting costs incurred to the seller's/vessel's/owner's before discharge can commence or can recommence.

W. Trans-shipment is not allowed.

X. Partial shipment is allowed.

Y. All delivery vessels used by the seller shall and will be an "ICE CLASS VESSELS" for the term of winter time between months on October to June.

Z. Buyer shall on its own account, place any necessary icebreakers at Vessel's disposal.

14. FORCE MAJEURE:

Neither party to this contract shall be held responsible for breach of contract caused by an Act of God, Insurrection, Civil War, Military operation or local emergency. The parties do hereby accept the international provision of "Force Majeure" as published by the International Chamber of Commerce, Geneva, Switzerland, and as defined by I.C.C. Rules Uniform Customs and Practice.

15. DISPUTES AND ARBITRATION:

If any dispute happens, the two parties agree to try their utmost to solve it by friendly negotiation. If the dispute proves impossible to settle, all disputes arising out of or in connection with the present contract shall be finally settled under the Rules Of Arbitration Of The International Chamber Of Commerce + the disputed matter will be subject to Arbitration by an Arbitrator in London, United Kingdom under ICC Rules And Regulations. The losing party will pay the Arbitration fee. It is understood that in the event of dispute or arbitration, English shall prevail. The award of the Arbitrator shall be final and binding for both parties.

16. AUTHORITY TO EXECUTE THIS CONTRACT:

The parties to this contract declare that they have full authority to execute this document and accordingly to be fully bound by the terms and conditions.

17. EXECUTION OF THIS CONTRACT:

This contract may be executed simultaneously in two or more counterparts via telex or facsimile transmission, each of which shall be deemed as originals and legally binding.

18. GOVERNING LAW:

This contract shall be governed, and interpreted in accordance with the United Nation Convention for the Sale of Goods (U.N. Convention). In event of inconsistency between this contract and the provisions of the U.N. Convention, this contract shall have priority. For the purpose of Article 39, of the U.N. Convention, a reasonable period of time shall be deemed to be 5 days.

19. LANGUAGE USED:

The English language shall be used in all documentation and communication relating to this contract, including legal proceedings

20. ASSIGNMENT:

=====

Initials Seller

Initials Buyer

**SALES & PURCHASE AGREEMENT
ORDINARY PORTLAND CEMENT 42.5**

CONTRACT NUMBER: DATE XXth DAY OF MARCH 2011

SELLER'S CODE: No. /XXX / XXXX / OPC / 150K

BUYER'S CODE:

=====

This agreement is not assignable or transferable by either party, without prior written permission of the buyer and any approved assignment shall be subject to such transfer being strictly required for the general performance of this contract.

21. NON-CIRCUMVENTION AND NON-DISCLOSURE:

The parties accept and agree to the provisions of the International Chamber of Commerce, Geneva, Switzerland for non-circumvention and non-disclosure with regards to all and everyone of the parties involved in this transaction and contract, additions, renewals, and third party assignments, with full reciprocation for a period of (3) three years from the date of execution of this contract.

22. PROCEDURES THAT ARE TO BE FOLLOWED IN TIMELY MANNER:

- A. Buyer issues LOI or ICPO
- B. Seller issues draft contract
- C. Buyer signs and seals contract after revision and amendments if needed and returns it signed and sealed to seller.
- D. Hard copies of final contract are signed and exchanged via e-mail, DHL, fax...Buyer's choice
- E. Within three(3) working days of receiving final contract, Buyer issues non-operative revolving, irrevocable, confirmed letter of credit 100% at sight.
- F. Within three(3) working days upon receipt, verification, acceptance and authentication of L/C, seller's bank issues in favour of the buyer's bank 2% performance bond to activate the L/C.
- G. Seller issues bank to bank proof of product (POP).
- H. Shipments shall commence after the fulfilment of the procedures, stated above, as per the terms and conditions of this contract, and deliveries shall continue until full amount of contracted quantity.

23. CONTRACT TERM

This contract shall come into force and effect on the date of signature by the Buyer and shall be in effect for a period of 20 months, which shall exclude 10 (Ten) working days for signature of contract and issuance of the financial instrument, 40-50 (Forty to Fifty) days allowance for shipping logistics and 5 (Five) working days for payment settlement by negotiation of documents under the Letter of Credit.

24. BREACH OF CONTRACT AND TERMINATION

In the event of a breach of any term of this contract the defaulting party shall be given a reasonable period in which to rectify the said breach. If the defaulting party fails to rectify the breach, the aggrieved party shall be entitled to cancel the contract and claim value of not less than 5% of the total value of the contract for the

=====

Initials Seller

Initials Buyer

**SALES & PURCHASE AGREEMENT
ORDINARY PORTLAND CEMENT 42.5**

CONTRACT NUMBER: DATE XXth DAY OF MARCH 2011

SELLER'S CODE: No. /XXX / XXXX / OPC / 150K

BUYER'S CODE:

=====

damages for losses and expenses suffered. Consequential losses shall be specifically excluded from this contract. and /or buyer failed to open the non-operative L/C he will responsible to compensate the seller by 5% of total value of the contract and compensate the brokers /seller intermediaries as per signed MFPA between them and seller

25 VALIDITY OF THE CONTRACT

7 (seven) days from the date of final signing this contract, if the buyer failed to issue the agreed financial instruments which mentioned in Article No. 10 (Terms of payment) and in Article No.22 (Procedures) paragraph N°.5 the contract will not be no longer valid with prices and conditions and buyer has to enquire seller's new prices and conditions.

26 OTHER MISCELLANEOUS TERMS AND CONDITIONS

The Buyer confirms that their funds are good clean, cleared, unencumbered, legitimately earned funds from legal sources.

Both parties agree to promptly provide all reasonable due diligence and/or "Know Your Client" information requested by the other party and/or their bankers and/or applicable regulatory authorities.

Both parties agree that time is of the essence in relation to this contract and shall promptly and efficiently attend to their respective undertakings and responsibilities.

Both signatories hereto acknowledge that they have read this agreement, they have fully understood the terms and conditions contained herein, and by attaching their initial and signature hereto have unconditionally agreed to be bound hereto as of the date noted herein.

Once executed, any changes hereto must be mutually agreed and confirmed by the parties in writing.

SELLER'S BANKING INFORMATION

BANK NAME:

BANK ADDRESS:

SWIFT CODE:

ACCOUNT NAME:

ACCOUNT NUMBER:

BANK OFFICER:

BANK PHONE:

=====

Initials Seller

Initials Buyer

**SALES & PURCHASE AGREEMENT
ORDINARY PORTLAND CEMENT 42.5**

CONTRACT NUMBER: DATE XXth DAY OF MARCH 2011

SELLER'S CODE: No. /XXX / XXXX / OPC / 150K

BUYER'S CODE:

=====

BANK FAX:

BUYER'S BANKING INFORMATION

BANK NAME:

BANK ADDRESS:

SWIFT CODE:

ACCOUNT NAME:

ACCOUNT NUMBER:

BANK OFFICER:

BANK PHONE:

BANK FAX:

Start and End date will be determined by Date of Signature of the contract by both parties.

This agreement may be signed in one or more counterparts and the parties agree that facsimile/email copies of this agreement to be considered as a legal original and signatures thereon shall be legal and binding agreement.

The Contractual Parties herein have read and understand the Terms & Conditions contained herein while reserved the rights to legal representation and waving such rights, the parties have executed this agreement on this XXth day of March 2011

=====

Initials Seller

Page 10 of 12

Initials Buyer

