

CONTRACT FOR THE SALE AND PURCHASE OF CEMENT

CONTRACT NO.

This Agreement is made and entered into on this November 04, 2006, by and between:

Seller:

Buyer:

Address
Phone
Fax
Email
Represented by:

IMPORTANT NOTICE!

THE PAYMENT CONDITIONS AND THE
PROCEDURE FOR CEMENT DELIVERIES
WERE JUST CHANGED.

THE VALID PARAGRAPHS CAN BE SEEN
IN THE REVISED LOI DRAFT.

THIS CONTRACT WILL BE ADJUSTED
SOONEST.

WHEREAS, the Seller with corporate authority makes an irrevocable firm commitment to sell and delivery __,__,000 metric tons of Ordinary Portland Cement, Type-2, Grade 42.5, with an initial shipment or shipments totaling approximately (Buyer's request) metric tons and monthly amounts thereafter of approximately (Buyer's request) metric tons of cement as per the specifications set forth in the Buyer's LOI.

WHEREAS, the Buyer agrees and makes an irrevocable firm commitment to purchase __,__,000 metric tons of Ordinary Portland Cement, with an initial order of approximately (Buyer's request) metric tons and monthly orders thereafter of (Buyer's request) metric tons of cement as per the specifications from the Buyer's LOI.

Whereas: The Seller and the Buyer agree to honor this Agreement under the following terms and conditions:

SELLER _____

1 / 12

BUYER _____

ARTICLE 01: ORIGIN

The origin of the Ordinary Portland Cement, Type-2, Grade 42.5 will be from Russia or Ukraine.

ARTICLE 02: PRODUCT QUALITY AND SPECIFICATIONS

The representative of SGS or compatible World Class Inspection organisation at the port of loading shall confirm the product quality conforms to the following specification:

Specifications of the cement: According to British Standards 12/1997 or ASTM C-150

Commodity: Ordinary Portland Cement, Type-2, Grade 42.5

Cement Origin: Russia or Ukraine

SPECIFICATIONS:

CHEMICAL COMPOSITION

SILICON DIOXIDE (SIO2)	21.00
ALUMINIUM OXIDE (A12O3)	5.50
FERRIC OXIDE (FE2O3)	3.30
CALCIUM OXIDE (CAO)	65.60
MAGNESIUM OXIDE (MGO)	1.40
SULPHUR TRIOXIDE (SO3)	2.70
LOSS OF IGNITION (LOI)	1.40
TRICALCIUM SILICATE (C3S)	60.00
DICALCIUM SILICATE (C2S)	15.00
TRICALCIUM ALUMINATE (C3A)	8.05
TRICALCIUM ALUMINO FERRICE (C4AF)	9.76

PHYSICAL AND MECHANICAL PROPERTIES TYPE V

BLAIN CM2/GR	3.250
AUTOCLAVE EXPANTION	0.02
INITIAL SETTING TIME (VICAT)	105 MINUTES
FINAL SETTING TIME (VICAT)	135 MINUTES
COMPRESSIVE STRENGTH	
@ 03 DAYS	230 KG/CM2
@ 07 DAYS	305 KG/CM2
@ 28 DAYS	420 KG/CM2

OPC 42.5 – (As per acceptable International Standard World Wide)

ARTICLE 03: PRODUCT PACKING

Specification: All Cement to be shipped in bulk, PNEUMATIC BULK 3 - 4 ply PP Bags 50 Kilogram bags / Sling / / 1.5-2.0 Jumbo Bags , Buyer’s Option

ARTICLE 04: DESTINATION

SELLER _____

BUYER _____

CIF ASWP (Buyer's choice, which could include North Africa Ports, Middle East and/or Persian Gulf Ports and/or East and/or West Coast Ports, Africa and/or Asian Ports)

ARTICLE 05: BASIS OF DELIVERY

The date of the bill of lading shall be considered the date of lifting and delivery.

ARTICLE 06: PRODUCT DELIVERY

The whole quantity of __, __ 0,000/mt (_____ metric tons) will be shipped within 10 months of ____,000/mt each month.

ARTICLE 07: PRODUCT DOCUMENTATION

One set of the following documents consisting of three originals and three non-negotiable copies will be furnished by the Seller:

- Commercial invoice
- Ocean Bill of Lading marked "Freight Prepaid" and clean on board issued to the order of and consigned to
- Certification of Weight and Quality issued by SGS
- Certificate of Origin issued by or endorsed by Chamber of Commerce of the Country or the Countries of Origin
- Shipping Company statement confirming that the age vessel does not exceed twenty (20) years and first-class P&I Club covered
- Certificate evidencing that Insurance Certificate has been sent to Applicant by Courier
- Beneficiary's Certificate confirming that copies of all shipment dates were sent to Buyer's Bank and the Hard Copies have been sent by (DHL) or similar

ARTICLE 08: CONTRACTED QUANTITIES

The quantity sold by the Seller and purchased by the Buyer shall be __, __,000/mt (_____ Metric Tons) of Ordinary Portland Cement, Type-2, Grade 42.5, quantity and value tolerance 5% (five percent) to be effected according to "ARTICLE 06: PRODUCT DELIVERY".

The Certificate of weight issued by SGS prior to each shipment at port of loading shall determine the total quantity of each shipment and the Bill of Lading of shipment delivered to Buyer which is in conformity with the SGS certificate of quantity.

ARTICLE 09: WEIGHT AND QUALITY

The Seller guarantees to his account the shipment of Ordinary Portland Cement Grade 42,5R or 42,5N shall be provided with an inspection of weight and quality at the time of loading and such certificates shall be provided by SGS or similar authority at Seller's expense which shall be deemed to be final and binding on both Parties. Seller instructs said authority to carry out the inspections.

ARTICLE 10: PRODUCT SALE AND PAYMENT TERMS

Buyer and Seller agree to the following quantity and price of payment.

Total Quantity: 2,000,000/mt (Two Million Metric Tons) (+/-5%)

SELLER _____

BUYER _____

Shipment Quantity: 12,500/mt or 25,000/mt or 50,000/mt according to "ARTICLE 06: PRODUCT DELIVERY" of this Agreement. Minimum of (Buyer's request) metric tons within 30-45 days after acceptance of the Letter of Credit, or as soon as possible with the remainder of the total amount to be shipped at the rate of approximately (Buyer's request) metric tons per month.

Price per Metric Ton: US\$ __./mt (_____ United States Dollars) Per Metric Ton

Agreement Value: US\$ __, __, 000 (_____ United States Dollars) (+/-5%)

Performance Bond: 2% (Two Percent) of the value of the Irrevocable Monthly Letter of Credit.

The Agreement price, as quoted, is subject to the Irrevocable Monthly Letter of Credit to be issued every months **till covering** for the quantity of __, __, 000/mt (+/-5%) and value of US\$ __, __, 000 (+/-5%), and being valid for 10+1-months and until the Agreement quantity of 2,000,000/mt (+/-5%) and value of US\$ __, __, 000 (+/-5%) is shipped and delivered, and to be lodged with the Seller's Bank within 5-international banking days from signing and exchanging this Agreement.

ARTICLE 11: PAYMENT TERMS

Payment will be guaranteed by an irrevocable transferable revolving divisible fully funded assignable Letter of Credit bearing the face value of monthly shipments in a amount of the quantity of __, 000 MT (+/- 5%) (Two hundred Thousand metric tons plus or minus five percent) (USD __, __, 000), payable at sight against presentation of appropriate international shipping documents at the counters of the Buyer's Bank.

The Buyer's Bank will send to the Seller's Bank by SWIFT the irrevocable transferable revolving divisible fully funded assignable letter of credit within 3 (Three) Banking Days after signing of the contract.

The irrevocable transferable revolving divisible fully funded assignable letter of credit should be issued, confirmed and guaranteed by a top prime world bank acceptable to the Seller. Partial shipments are allowed.

Any deviation from the above payment terms is subject to acceptance by the **SELLER**. No responsibility can be claimed by the **BUYER** in the event that acceptance of the LC is refused.

- The BUYER and the SELLER agree that partial shipment allowed.
- The BUYER and the SELLER agree that transshipment not allowed.
- All bank costs from **BUYERS** bank to **SELLERS** bank are for the **BUYERS** account.
- The **BUYER** undertakes to send to the **SELLER** a draft copy of proposed LC for **SELLERS** acceptance before opening active LC.

ARTICLE 12: BANKING INFORMATION

Seller:

Bank Name:
Bank Address:
Account Name:
Account Number:
Telephone:
Fax:
SWIFT:
Bank Officer:

+
+
Mr.

CONFIDENTIAL

Buyer:

Bank Name:
Bank Address:
Account Name:
Account Number:
Telephone:
Fax:
SWIFT:
Bank Officer:

office@lewerenz.com

this information is

only for your

personal use

All bank charges from the Buyer's bank related to this Agreement are for the Buyer's responsibility.

The wording of the Irrevocable Monthly Letter of Credit should comply fully with "ARTICLE 13: WORDING OF THE IRREVOCABLE MONTHLY LETTER OF CREDIT" of this Agreement.

ARTICLE 13: WORDING OF THE IRREVOCABLE TRANSFERABLE REVOLVING DIVISIBLE FULLY FUNDED ASSIGNABLE LETTER OF CREDIT

Receiving Bank

----- MESSAGE -----

20 : Documentary Credit Number ...: XXX

40A: Form of Documentary Credit...: IRREVOCABLE, TRANSFERABLE, DIVISIBLE, FULLY FUNDED

31C: Date of Issue: XXX

31D: Date and Place of Expiry: 45 DAYS FROM DATE OF ISSUE
_____/GERMANY

50 : Applicant :
XXXXXXXXXX
XXXXXXXXXX
XXXXXXXXXX

59 : Beneficiary

32B: Currency Code, Amount: USD (US DOLLARS)
AMOUNT: __, __, **000.00** (+/- 5 %)

41A: Available With..By

BY PAYMENT

42P: Payment Details: 100 PCT AT SIGHT

43P: Partial Shipments: ALLOWED

43T: Transshipments: NOT ALLOWED

44A: Load.Board/Dispatch/Tak.Charg:
XXX

44B: For Transportation to:
XXX

44C: Latest Date of Shipment: XXX

45A: Description of Goods and/or Services:
ORDINARY PORTLAND CEMENT, TYPE-2, GRADE 42.5 AS PER CONTRACT
XXXXXXXXXXXX DATED 05.05.06, ARTICLE 02 PRODUCT QUALITY AND
SPECIFICATIONS
CIF XXX

SELLER _____

BUYER _____

Monthly shipment ___'000 MT (+/- 5%) AT USD __.00 PER MT

46A: Documents Required

- +1. MANUALLY SIGNED COMMERCIAL INVOICE 3-FOLD
- +2. THREE ORIGINALS AND THREE NON NEGOTIABLE COPIES OF OCEAN BILL OF LADING MARKED "FREIGHT PREPAID AND CLEAN ON BOARD" MADE OUT TO ORDER, BLANK ENDORSED
- +3. CERTIFICATE OF WEIGHT AND QUALITY, ISSUED BY SGS ON SGS LETTERHEAD SHOWING QUANTITY OF GOODS LOADED ON BOARD AND CONFIRMING QUALITY AND CHEMICAL STRUCTURE
- +4. PACKING LIST 3-FOLD
- +5. CERTIFICATE EVIDENCING THAT INSURANCE CERTIFICATE HAS BEEN SENT TO APPLICANT BY COURIER

47A: Additional Conditions

ALL DOCUMENTS MUST BE ISSUED IN ENGLISH

PLEASE SEND DOCUMENTS BY COURIER SERVICE (DHL) OR SIMILAR TO OUR FOLLOWING ADDRESS:

XXX

TRANSFER OF THIS L/C PER EACH SHIPMENT SEPARATELY IS ALLOWED

71B: Charges ALL CHARGES OUTSIDE ISSUING BANK ARE FOR ACCOUNT OF BENEFICIARY

48 : Period for Presentation DOCUMENTS TO BE PRESENTED WITHIN 14 DAYS AFTER THE DATE OF SHIPMENT BUT WITHIN THE VALIDITY OF THE LETTER OF CREDIT

49 : Confirmation Instructions ...: CONFIRM

78 : Instructions to advising bank: UPON RECEIPT OF CREDIT CONFORM DOCUMENTS YOU ARE AUTHORIZED TO REIMBOURSE YOURSELVES WITH XXX

This Letter of Credit is subject to Uniform Customs and Practice for Documentary Credits, 1993 Revision, International Chamber of Commerce, Paris, France, Publication No. 500.

ARTICLE 14: AGREEMENT PROCEDURES

SELLER _____

7 / 12

BUYER _____

1. Within 5-international banking days from receipt of this Agreement by the Buyer, the Buyer signs, seals and stamps the Agreement, and return it to Seller for his signature, sealing and stamping.

Simultaneously with the signing, sealing and stamping of the Agreement by the Buyer, Buyer's bank within 3/5 international working days, will issue pre advice LC and send it directly to the Seller via email or Fax, in which will be written the text of LC, as in Article 13 of this contract, to be issued.

2. Within 5-international banking days from receipt of the Agreement from Buyer, duly signed, sealed and stamped by the Buyer, the Seller will sign, seal and stamp the Agreement and issue the CERTIFICATE OF PROOF OF PRODUCT being issued on Seller's Letterhead, signed, sealed and stamped by the Seller, signed sealed and stamped by the Official Government Certifying Officer and also will be signed, sealed and stamped by 2 bank officers of Seller's Bank.
3. Within 3-international banking days of signing and exchanging this Agreement and from receipt of the CERTIFICATE OF PROOF OF PRODUCT from Seller, the Buyer's Bank will issue the Irrevocable Monthly Letter of Credit in favour of the Seller at Seller's bank in accordance with Article 13 of this Agreement.
The Irrevocable Monthly Letter of Credit is issued, confirmed and guaranteed by a top world prime bank acceptable to Seller, in accordance with Article 13 of the Agreement.
4. Within 14-international banking days of the receipt, verification and authentication of Buyer's Irrevocable Monthly Letter of Credit at Seller's bank, the Seller will issue a 2% Performance Bond for the value of the Irrevocable Monthly Letter of Credit.
5. The initial shipment of 12,500/mt or 25,000/mt product loads within 30-45 days from the date of receipt, verification and authentication of Buyer's irrevocable transferable revolving divisible fully funded assignable letter of credit for total Monthly Value of US\$ __, __, 000 (Ten million and four hundred thousand United States Dollars) at Seller's bank, and continues until the Agreement quantity is shipped and delivered. The Seller will do his best to arrange loading for the first two shipments of 12,500/mt product each earlier than 30-45 days from the date of receipt, verification and authentication of Buyer's irrevocable transferable revolving divisible fully funded assignable letter of credit.
6. Payment will be released to the Seller upon negotiation of shipping documents at the Seller's bank. Partial shipments are allowed.
7. Within 17-days of Buyer and Seller signing the Agreement, the Buyer will advise the Seller in writing the particulars of the discharge ports relevant to this Agreement.

ARTICLE 15: TRANSPORT

SELLER _____

8 / 12

BUYER _____

The Seller will advise the Buyer of the name of the vessel and/or substitutes, the flag of the vessel and the vessel's position not later than twelve (12) days prior to the vessel's arrival at the port of loading.

All supervision and fees or levies at the port of loading are for the Seller's account.

Vessel must be classified as 100-A-1 in the Lloyd's Register or be of an equivalent classification and must not be older than twenty (20) years.

Not later than seventy two (72) hours from the completion of loading, the Seller's agent shall telex, fax or cable the Buyer and inform him of the vessel's sailing date and the expected time of arrival at the port of destination. Seller shall also inform the Buyer of the vessel's name, vessel's capacity, number of hatches, number of cargo and particulars of the vessel's readiness to effect operations through all hatches and at completion of loading the quantity loaded per chamber and the quantity shipped.

ARTICLE 16: VESSEL DISCHARGE

The vessel's Master is to advise the Buyer's agent at port of discharge the vessel's name, date of arrival, vessel capacity, number of hatches / number of cargo chambers, quantity loaded per cargo chamber and the particulars of the vessel's readiness to effect cargo operations through all hatches.

The vessel's Master shall give twenty (20) days and seven (7) days provisional notice and 72, 63 and 21 hours final notice of the vessel's estimated time of arrival at port of destination to the Buyer's agent at the port of discharge. Such notices shall be effected during normal business hours and whether in berth or not.

Lay time shall commence from 1.00 PM if vessel notices of readiness to discharge is given prior to noon and from 8.00 AM the next working day if notice is given after noon. If the port is congested, then lay time is to commence twenty-four (24) hours after notice of readiness is given. The Buyer is responsible for the product discharge.

The average discharge rate shall be 1,500/mt for bagged product or 6,000/mt for bulk product per weather working day of twenty-four (24) hours. If the port of discharge has a lower average discharge, the discharge rate will be adjusted according to the port's capacity. The times from 5.00 PM hours on Saturday to 08.00 hours on Monday and from 17.00 hours on the day proceeding to 08.00 AM hours on the day succeeding any holiday are excluded even if used.

Should the vessel be discharged at the rate less than the average, the Buyer shall pay to Seller demurrage at a rate between US \$2,500 (Two Thousand Five Hundred United States Dollars) and US\$ 5,000 (Five Thousand United States Dollars) per running day and prorated share for any portion of any running day.

Should the vessel discharge at a rate greater than the average, the Seller shall pay to the Buyer a compensation for speedy discharge at a rate of US\$ 2,500 (Two Thousand Five Hundred United States Dollars) per running day.

It is agreed that demurrage be settled by the vessel's Master and Buyer's shipping agent within five (5) days from the receipt of the vessel Master's Invoice.

SELLER _____

9 / 12

BUYER _____

All taxes or levies imposed by the country of destination, having any effect on this Agreement are for Buyer's account and his sole responsibility. All taxes or levies and port dues imposed by the country of origin, having any effect on this Agreement are for the Seller's account and his sole responsibility.

Should the vessel be required to shift from one berth for another port of discharge, then the time used shifting shall be for Buyer's account. In the event lighterage is required at the port of discharge, said expenses are for the Buyer's account.

In the event of delayed delivery, the Seller shall pay to the Buyer an amount equivalent of 0.5% (zero point five percent) of the shipment value for every (7) days delay. The maximum amount payable shall not exceed 2.0% of the total value of the goods. Buyer is authorised to claim on the Seller's insurance policy (*if CIF FO delivery terms apply*) in the event of non-delivery and Seller agrees to support the Buyer's claim by providing all documents required for the processing of said claim, as appropriate.

ARTICLE 17: INSURANCE

In accordance with ICC rules and the terms and conditions of this Agreement, insurance is for the Seller's account and his sole responsibility. Insurance policy will be covering 110% of the value of each shipment for all risks. The relative insurance certificate or policy will be issued in favour of the Buyer.

ARTICLE 18: FORCE MAJEURE

Neither party to this Agreement shall be held responsible for breach of Agreement caused by an act of God insurrection, civil war, military operations or local emergencies. The Parties do hereby accept the international provision of 'Force Majeure' as published by the International Chamber of Commerce and as defined in the ICC rules.

ARTICLE 19: AGREEMENT ARBITRATION

The Parties hereby agree to settle all discrepancies amicably. If settlement is not reached, the dispute in question shall be submitted for arbitration in England and according to the Laws of England. The findings of the arbitration shall be considered as final, irrevocable and binding upon both Parties.

ARTICLE 20: EXECUTION OF AGREEMENT

Each of the Parties to this Agreement represent that it has full legal authority to execute this Agreement and that each party is bound by the terms and conditions as set forth herein. Each Party agrees that the Agreement may be executed simultaneously by and between the Parties via fax, each of which shall be deemed as original nature.

This Agreement represents the entire undertaking between the Parties and any change will be made as amendments in writing and executed by both Parties.

ARTICLE 21: CONFIDENTIALITY, NON DISCLOSURE AND NON-CIRCUMVENTION

This product is offered for sale subject to this Agreement terms and conditions. Previous transactions, if any, between the Buyer and the Seller or their Parties shall at no time reflect on the terms and conditions of this Agreement and acceptance of the product by the Buyer shall be conclusive evidence before any court of law or arbitration that these terms and conditions apply.

Seller and Buyer agree not to do business together for five (5) years from this Agreement without paying Buyer and Seller representatives the agreed customary commissions. This clause is extensive to all subsidiaries and or affiliated companies. It is further agreed that any information of Buyer and Seller contained in this Agreement is to be held in the strictest confidence, and any violation of which will resolute in the immediate cancellation of this Agreement.

ARTICLE 22: GOVERNING LAW

The Parties hereby agree to settle any dispute arising from or relating to this Agreement amicably, failing which, the dispute shall be submitted to the International Court of Arbitration, International Chamber of Commerce (ICC), Paris, France for arbitration by a single arbitrator and in accordance with its rules of arbitration. The arbitration shall take place in London, England in the English language, and the findings of the arbitrator shall be considered final and binding upon both Parties. This Agreement and the provisions hereof shall in all respects be governed by the laws of England.

ARTICLE 23: NOTE

If any provision of the Agreement is held to be invalid, illegal or unenforceable, the validity, and the enforceability of the remainder of this Agreement shall be in force, as such provision was not part thereof.

ARTICLE 24: SPECIAL CLAUSES

1. This Agreement by fax shall be deemed as invalid until signed by both Parties. This Agreement by fax will remain enforceable even after the hard copy Agreement is exchanged. Thereafter any additions, deletions or amendments will not be valid unless rendered and signed by both Parties via fax.
2. If any party to this Agreement, other than the bank official representing the Buyer and the Seller, should make unauthorised contact with the bank of the Seller or the Buyer, such contact shall be considered interference with the Agreement and shall, if the option of the Buyer or the Seller, constitute valid reason to terminate this Agreement. The interfering party will be charged with the loss of profits in this transaction by the injured party who will be entitled to file legal proceedings against the interfering party at the International Chamber of Commerce at Paris, France to recover their losses.

ARTICLE 25: PERFORMANCE BOND

If the Seller fails to perform under this Agreement, the Seller agrees to pay to the Buyer a Performance Bond equal to 2% (Two Percent) of the value of the irrevocable transferable revolving divisible fully funded assignable letter of credit Letter of Credit.

ARTICLE 26: PENALTY CLAUSE

In the Event of non-performance as per subject contract, by any party, the non-performing party liable to pay to the other party, as liquidated damages an amount equal to 2 % (Two percent) of the Contract Value

ARTICLE 27: AGREEMENT SIGNATORIES

In witness thereof the Parties have signed below and by doing so have accepted and approved all terms and conditions of this Agreement.

SELLER _____

11 / 12

BUYER _____

This is the full extent of this Cement Sale and Purchase Agreement.

Signed and attested to by signature, seal and date:

THE SELLER:

Represented by:
Passport No:
Country:
Date:

Seller's signature, stamp and seal:

THE BUYER:

Represented by:
Passport No:
Country:
Date:

Buyer's signature, stamp and seal:

CONFIDENTIAL

office@lewerenz.com

**this information is
only for your
personal use**