

SALES AND PURCHASE AGREEMENT (S.P.A.) FOR GOLD BARS

CONTRACT TRIAL

Date :

Contract Number: xxxxxxxxxxxxxxxxxxxx

Seller Code

Buyer code:

Genealogy code:

Annex 1 : Shipment Quantity & Price

Annex 2 : Process of a BRINKS to BRINKS deal

Annex 3 : **NCNDA & IMFPA Code :**

This contract (S.P.A.) is made between:

Seller:

Company	
Address	
Represented By	
Position	
Tel / Fax	
e-mail Address	
Number brinks	

Seller's Passport Copy:

And Buyer:

Company	
Address	
Represented By	
Position	
Tel / Fax	
e-mail Address	
Number brinks	

Buyer's Passport Copy:

WHEREAS

The Seller has confirmed to the Buyer his rightful ownership of Gold in form of Bars (hereinafter referred to as "Gold bars") or nuggets specified under Art. 4, presently located the seller's place, which he is prepared to sell to the Buyer under the terms and conditions of this contract, and

WHEREAS

The Buyer is ready, willing and able to purchase the Gold Bars or nuggets under the terms and conditions of this contract.

IT IS HEREBY AGREED AS FOLLOWS:

Art. 1 – WARRANTIES OF THE PARTIES

1 The Seller declares under penalty of perjury to have unrestricted free disposal of the Raw Gold listed under Art. 2, which he has legally acquired

2 The Buyer declares under penalty of perjury to make all payments with funds, which he has legally acquired.

Art. 2 – SPECIFICATION AND QUANTITY OF THE GOLD BARS

Commodity	Gold Bars or Nuggets
Purity	99.95% min
Origin & Location	West Africa
Quantity spot	100 kg up to 500 kgs
Form	Gold bars or Nuggets
Packing	Boxes
Further Deliveries	250 kg up to 1000kg by Month with rolls extension
Contract Duration	12 Months with rolls extensions
PRICE	7% Discount LMBA with 2% of commission included

Art. 3 – DELIVERY TERMS

1. TERMS: **brinks to brinks** DAP = xxxxxxxxxxxxxxxx (INCOTERMS 2010)
2. Export Airport:
3. Destination Airport : **DUBAI or EUROPE**
4. The goods are to be delivered by the Seller to (BRINKS), where it will be subjected to weight and grade verification.
5. With assay certificate issued by **MGM** Lab, weight and assay certificate and **BRINKS** will deliver a Receipt with a detailed description of the content (bar numbers or nuggets).
6. The quantity and quality indicated in the **MGM** certificate are to be considered initial and final will be upon assay at destination.
7. The date of delivery of goods will be the date of issue of the **MGM** certificate or of the **BRINKS** Receipt or the earlier of the two.

Art. 4 – DOCUMENTS

1. The Seller confirms that each consignment will be accompanied by the following documents:
 - 1.1 Commercial Invoice issued by the Seller to the Buyer (3 originals)
 - 1.2 Certificate of Customs Clearance
 - 1.3 Certificate of Ownership Certificate of Purity/Weight/Serial Number on each Bar with individual Assay Report issued by **MGM**
 - 1.4 **BRINKS** Receipt
2. The Seller undertakes to send copies of all documents to the Buyer by-email before the delivery.

Art. 5 – OBLIGATIONS OF THE BUYER

1. The Buyer undertakes to import the Gold Bars into the Buyer's destination, from Dubai Airport to Buyer's Refinery in full compliance with all legal regulations prevailing in our country and at their destination.
2. The Buyer undertakes to make payment of the Price as stipulated according to the assay report of the Dubai refinery, after validation of it by the buyer and the seller and to forward copy of the **SWIFT** certificate issued by the Buyer's bank in Advance.

Art. 6 – PRICE

1. Both parties agree that the price should be determined prior to each shipment, and the price will be fixed at **-7 % discount of LBMA** Gold Spot Fixing : the price will be determined at the 2nd London fixing of the day before smelting

Art. 7 – PAYMENT

1. The **bank ODDO BHF** (or **Bank TOP 50 Europe or Emirate**) will pre-finance as per price defined under Art. 6 after the signing of the contract.
2. The Seller shall be responsible to make payment for taxes and customs duties.
3. The Buyer shall be responsible to make payment of taxes at destination if any.
4. The payment comes after validation by the seller and the buyer of the assay report at the Dubai refinery. The buyer will pay **ODDO Bank BHF** directly by telegraphic transfer and the seller will transfer the property on behalf of the buyer
4. The payment shall be made to the Seller's bank account in clear and clean Euro of non-criminal origin.

Art. 8 – BANKING COORDINATES

The ODDO BHF Banking Coordinates:

Name of Bank	ODDO HBF or Bank TOP 50 Europe or Emirate
Address	
City	Frankfurt
Country	Germany
Account Name	
Account Number	
Tel / email	
Correspondent Bank	

SWIFT Code	
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The Buyer's Banking Coordinates:

Name of Bank	
Address	
City	
Country	
Account Name	
Account Number	
SWIFT Code	
Name of Bank Officer	
Tel / email	
Correspondent Bank	
SWIFT Code	

The Seller and the Buyer have the right to change the banking coordinates. Such changes must be in written form and accepted by the other party.

Art. 9 – PROCEDURE FOR DELIVERY

1. The Seller and the Buyer or their Legal Representatives agree full verbiage and procedures and terms and conditions of this S.P.A. contract ready for principal's execution.
2. Buyer and Seller complete the details of their respective banks and signed the SPA with a company seal. They will then exchange the pdf version of the signed SPA for implementation.
3. Copies of the duly completed SPA contract to be lodged with respective Bank Officers.
4. The seller informs the buyer of the deposit of the goods to the brinks.
5. Seller shall send a copy of all documentation to the Buyer before every scheduled delivery.
6. Buyer may elect to inspect the goods in the seller's country and is welcome to do so at its own expense. Buyer can accompany the seller's representative to the security during brinks delivery process.

Art. 10 – LICENCES

10.1 The Seller has a refinery certificate and a valid export license for the exportation of Gold bars or nuggets under this contract.

10.2 The Buyer has a valid import license for the importation of Gold Bars or nuggets under this contract.

Art. 11 – SOLUTION OF DISPUTES

11.1 Both parties agree to make every effort for solving possible disputes arising from the execution and implementation of this contract in an amicable manner and will resort to litigation only after such efforts have failed.

Art. 12 – NON CIRCUMVENTION AND NON-DISCLOSURE

12.1 Either party irrevocably agrees not to circumvent the other party by contacting third parties which have become known to them by the other party directly or indirectly and to immediately notify the other party should such an attempt be made by a third party.

12.2 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 every one of the parties, including intermediates, involved in this transaction and contract, additions, renewals, and the third parties assignments, with full reciprocation forever from the date of execution of this contract. This clause is extended to all subsidiaries and/or affiliated companies.

12.3 It is further agreed that any information of the Seller and the Buyer contained in this contract is to be held in the strictest confidence, and any violation of which will result in the immediate cancellation of this contract.

Art. 13 – PENALTY CLAUSE

13.1 Both parties agree that in case of breach of this contract, the defaulting party shall pay a penalty to the aggrieved party immediately upon the latter's demand. Breach of contract means:

- In case of Seller: Violation of Clause 1.1 and of Art. 2, Art. 3, Art. 4 and Art. 11
- In case of Buyer: Violation of Clause 1.2 and of Art. 5 and Art. 11

Art. 14 – FORCE MAJEURE

14.1 Both parties in this contract will be exonerated from their obligations in case of force majeure event.

14.2 Force majeure is understood as per provisions under I.C.C. 500 and means any event such as fire, explosions, hurricanes, floods, earthquakes, and similar natural calamities, wars, epidemics, military operations, terrorism, riots, revolts, strikes, industrial unrest, government embargoes, or other unforeseeable actions occurring after conclusion of this contract and outside both parties' reasonable control and which cannot be avoided by the reasonable diligence that could delay or prevent the performance of either party's obligations in this contract.

14.3 The party whose performance of this contract is prevented by a force majeure event must notify the other party with seven (7) working days of the effective date of occurrence, which notice is to be confirmed by a certificate issued by the local chamber of commerce and industry, including particulars of the event and expected duration.

14.4 Should the delay caused by a force majeure event last more than one (1) month, both parties will attempt to agree to allow contract to continue. Should such an agreement not to be reached within thirty (30) days from the date of certified force majeure; both parties are entitled to terminate the contract.

Art. 15 – VALIDITY OF DOCUMENTS

15.1 Both parties acknowledge the legal validity of documents transmitted by fax, all documents bearing the transmitting party's fax number or by e-mail.

15.2 Should one party insist on a hard copy; the other party is obliged to send such by registered air mail or courier not later than five (5) working days after having received the request.

Art. 16 – TERM OF CONTRACT

16.1 The contract commences with its being signed by both parties and terminates with the delivery of and payment for the total quantity as per Art. 2.

Art. 17 – TIME SENSITIVE AGREEMENT

17.1 If the Buyer does not execute and remit this agreement to the Seller within five (5) working days of receipt thereof, it will automatically assumed that the Buyer is no longer interested.

Art. 18 – APPLICABLE LAW AND VENUE

18.1 This contract is subject to the laws applicable at the venue. Venue shall be, at the choice of the plaintiff, either the court having jurisdiction at the domicile of the defendant or of the plaintiff.

For the Buyer:	
Name:	
Nationality:	
ID CARD:	
Place:	
Date:	
Signature& stamp :	

For the Buyer:	
Name:	
Nationality:	
ID CARD:	
Place:	
Date:	
Signature & stamp :	

Contract Number:	
Seller Transaction Code	
Buyer Transaction Code	

AGREEMENT FOR PURCHASE AND SALE OF GOLD BARS

Annex 1

Shipment Quantity & Price (with reference to refined gold 24ct, 999.5 fineness)

Shipment	Quantity (Kg)	Price (US\$ per Kg)
1 st		
2 nd		
3 rd		
4 th		
5 th		
6 th		
7 th		
8 th		
9 th		
10 th		

Annex 2

Process of a BRINKS to BRINKS deal

1. The good is stocked at the BRINKS by the Seller.
 2. For the Buyer, the agent of BRINKS Dubai calls the agent of Seller's BRINKS and they exchange the in formations about the Buyer and regarding the proof of funds and the capacity that the Buyer have.
 3. After this checking the good is sended to Dubai airport and delivery at the refinery of the choice of Buyer
 4. After the asseh report accepting by the both parties, the Buyer pay by MT103.
 5. The transfer of property ks done and the Parties can continue other transactions together.
- It is a process BRINKS safety equitable for the Seller and the Buyer

Annex 3

NCNCDA & IMFPA Code :

