## **Terms and Conditions**

## **Non-negotiable Procedures for processing Orders:**

We follow a proven procedure which we believe is fair to both the Buyer and the Seller and we will not deviate from it.

We act as a facilitator/mandate introducing REAL Buyers to REAL Suppliers. Initially we negotiate the terms and procedures with the Buyer to achieve an acceptable LOI, with every detail correct as required by the Supplier. We may have to ask you to make minor amendments to your initial LOI to reach this position. It should be noted that all LOI or ICPO should be on Buyer's letterhead and have complete details of the Buyer's requirements including full banking coordinates and details of his Confirming Bank. This will include details of the product and specification required, total quantity and period of delivery, destination port, target price per metric ton and validity of the LOI in days after being issued. Once acceptable LOI and BCL are received, we will pass the deal over to a selected Supplier and/or Manufacturer who will then contract direct with you, the end Buyer.

## Please note our non-negotiable procedure:

- 1. In response to the Buyer's initial enquiry, we provide a Soft Offer for the Buyer's consideration.
- 2. The Buyer issues an Irrevocable Corporate Purchase Order (ICPO) or an Irrevocable Letter Of Intent (LOI).
- 3. The Buyer issues a BCL detailing the contracted quantity, contract value and monthly revolving amount and confirming the Buyer's ability to finance the deal.
- 4. The Seller issues a Full Corporate Offer (FCO) to the Buyer.
- 5. The Buyer signs and seals approval of the FCO and returns it to the Seller.
- 6. The Seller issues a draft Contract to the Buyer.
- 7. The Buyer will electronically sign and seal the revised draft Contract and return to the Seller via email, in Word Format
- 8. The Seller reviews and confirms any changes made in the draft contract by the Buyer. If the Seller agrees to the changes made by Buyer, the Seller issues the final binding contract via email, in Word Format.
- 9. The Buyer returns the final agreed contract duly initialled, signed and sealed via email, in Word Format.
- 10. The Seller will then electronically seal or scan the fully signed, sealed and initialled Contract and email the "Soft Copies" to the Buyer.
- 11. The Buyer immediately after the return of the final agreed Contract to the Seller, sends to the Seller by email the draft verbiage of the payment instrument (FFBG, FFSBLC or L/C) as provided by the Buyer's Bank for the Seller's approval.

- 12. The Seller will issue to the Buyer four (4) original "Hard Copies" of the contract via courier to Buyer's address as stated in the contract.
- 13. Immediately upon receiving the Seller's signed and sealed "Hard Copies" of the contract via courier the Buyer will personally sign and seal the 4 Hard Copies and immediately return two (2) originals by courier to the Seller.
- 14. Once the Seller approves the payment instrument verbiage, the Buyer's Bank then sends a SWIFT Preadvice to the Seller's Bank, along with the approved verbiage of the payment instrument, advising that they are ready to proceed with the transaction
- 15. Having confirmed with the Seller that the verbiage is acceptable, the Seller's Bank then advises the Buyer's Bank through a SWIFT Letter of Readiness that it is ready to accept their non-operative payment instrument. Buyer and Seller exchange POP (Proof of Product) for non-operative L/C.
- 16. The Seller will, within 5 working days of receipt of an acceptable operative payment instrument, issue Bank to Bank a Performance Bond two percent (2%) of the confirmed value of each shipment.
- 17. Shipping of the Goods will commence within thirty (30) to forty-five (45) days from date of Seller's receipt of the acceptable operative payment instrument.