

SFL Metals and Trade LLC

502W, 7thST, STE 100, ERIE PA, USA,16502

Ph: +14123782551

Email: info@sflmetal.com

<https://sflmetal.com>



FULL CORPORATE OFFER

DATE: May/June 2024

VALIDITY: Month of May/June

END BUYER

With this full corporate offer (FCO) the undersigned, SFL METALS AND TRADE LLC registered company, with full authority necessary for the supply of **COPPER CATHODE**, **from** both local and international sources . We hereby confirm that with full authority and responsibility that we are ready, willing, and able to sell and supply the following unencumbered commodity as per specification and quantities stated below and the price stated below:

S. No.	Product	COPPER CATHODE
1	Origin	KAZAKHSTAN/ DRC
2	Destination	FOB LOADING PORT / BONDED WAREHOUSE
3	Quantity - MOQ	500 MT (Rate is lower for larger qty)
4	Delivery Terms	CIF/FOB
5 a	Price FOB	USD LME – 15% DLC 700 Payment USD LME – 16% SBLC payment term
5 b	Price CIF	USD LME – 14% DLC 700 Payment USD LME – 15% SBLC payment term
6	Planning/Delivery Schedule	TBC – Max 30 days

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7	Mode of Payment	<ul style="list-style-type: none"> 100% IRREVOCABLE, UNCONDITIONAL, NON-DIVISIBLE OR DIVISIBLE, RENEWABLE, NON-TRANSFERABLE OR TRANSFRABLE, CONFIRMED, OPERATIVE DLC MT-700 PAYABLE AT LOADING PORT (FOB) /DESTINATION PORT (CIF) ACTUAL PAYMENT SHALL BE MADE VIA TT / MT103 AT DESTINATION PORT AFTER SGS REPORT AND SHIPPING DOCUMENTS RECEIVED BY THE BUYER. With regard to the Quantity contracted at the agreed price, the Buyer issues a BANK INSTRUMENT for the value equal to 1 month contracted through Top 50 Banks., validity being for 90 TO 366 days. <p>DLC "AT SIGHT" NOT ACCEPTABLE</p>
8	Mode of Transport	Road/Rail/Sea
9.	Inspection	SGS/Equivalent
10	Currency of sale	United State Dollar
11	Port of Loading	AKTAU PORT OF KAZAKHSTAN./ Dar e Salam Tanzania
12	Port of Discharge	ASWP
13	Insurance	110% Invoice value
14	Partial Shipment	Allowed
15	Performance Bond	2% PB Operative after the DLC MT700 issued is verified.
16	Taxes and duties	Port of origin sellers' responsibility and port of discharge Buyer's responsibility
17	Approval/Permission	All required permission/approval/License/documentation in country of origin will be obtained by seller at his own cost and at the destination port on buyer's account. The buyer shall nominate his clearing agent at boarder post at his own cost.
18	Third Party documents	Acceptable except commercial Invoice and draft

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19	Governing Law	<p>The Contract will be governed construed and interpreted in accordance with the ICC Rules and Regulations. Any dispute or claim arising out of this Agreement shall be settled under the rules of arbitration of the international chamber of Commerce and by arbitration in London, United Kingdom, the arbitration shall be conducted in the English language by an arbitral tribunal consisting of three arbitrators. Any decision or award shall be final and binding upon both BUYER and SELLER. Arbitration Tribunal shall state in its award the facts of the case and the reasons for its decision. Judgment upon the award may be entered in any Court having jurisdiction. The parties shall comply in good faith with the decision.</p>
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TRANSACTION PROCEDURE: SOP/PROCEDURE (NON-NEGOTIABLE).

1. Buyer issue LOI to seller
2. Seller issue FCO to Buyer
3. Buyer approves, signs and returns FCO + CIS.
4. Buyer issues ICPO with BCL
5. Seller issues SPA draft from self or from their FUDICIARY BANK – Signing as Co-seller
6. Buyer studies, amends or signs SPA if no amendment then returns to Seller for counter signing.
7. Seller returns the amended contract dully signed and sealed as final contract to Buyer together with the Pro-forma Invoice.

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8. Buyer opens **Non-Transferable DLC MT700** for 100% invoice amount of each shipment from top 50 prime Bank. (WE ARE NOT ACCEPT DLC IN FORM OF MT-720).

9. **After receiving operative SBLC. Seller issue 2% PB.**

A). **Guaranteed by Irrevocable, Confirmed, Non-Transferable and Divisible DLC MT700 from one of top 50 banks.**

B). **100% Payment by MT103/TT within 3 banking days after the receipt of the shipping documents including Bill of Lading and the SGS Report at Port of Loading or BONDED WAREHOUSE for FOB and Delivery port for CIF**

10. Shipping begins 20 to 30 days after Seller receives the DLC/SBLC.

11. SGS inspection arranged and paid by the Seller at loading port. A copy of the SGS Report will be emailed to the Buyer.

12. Shipment arrives. SGS inspection arranged and paid by the Buyer at destination port. A copy of the SGS Report will be emailed to the Seller on the same day that it is received by the buyer.

13. Seller issues final Commercial Invoice.

14. Buyer pays 100% of the Commercial Invoice by TT Wire Transfer MT103 within 2 banking days after receiving the shipping documents including Bill of Lading and receiving the SGS Report done at the destination. (Loading Port or Bonded Warehouse)

15. Next shipment commences as per shipping schedule in the SPA.

- **All Pre-Shipment Documents shall be shared by the Seller and all Post-Shipment Documents shall be shared by the end Supplier.**
- **DLC is received as a payment guarantee and will be issued to the end Seller's fiduciary partner bank account only.**
- **Buyer's Visit and POP are only available after operative DLC received in Seller's bank.**
- **one of the Past Performance redacted documents only available after signing the SPA.**

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- We do not accept DLC in form of MT-720. The buyer shall issue DLC –MT-700 to the seller without routing it through an intermediary.

SPECIAL NOTE:

PAST PERFORMANCE DOCUMENTS / POP / PRODUCT VIDEO:

In-Principally, we do not share Past Performance Documents / POP / Product Video. But in some cases where we can do so, it will be shared by Email to the End Buyer only after receiving Operative LC and the following documents in our Email as stated below.

The Company issuing the LOI / ICPO or the End Buyer shall share the last three months Bank Statement or current date BCL along with last six months Custom Clearance (Bill of Entry) in the name of the End Buyer.

NOTE:

1. THE SBLC/ UDLC SHALL BE ISSUED BY THE BUYER IN FAVOUR OF THESELLERSFIDUCIARY PARTNER.
2. ALL LEGITIMATE DOCUMENTS SUCH AS GACC / SIF ARE AVAILABLE AS PER ALLDESTINATION COUNTRY CUSTOM RULES AND REGULATION AND SAME WILLBE PART OF SHIPPING DOCUMENTS AND WILL BE AVAILABLE WITH US. WESHALLNOTSHARETHEDOCUMENTSBEFORESHIPMENT.
3. DURING THE DURATION OF THE CONTRACT IF BOTH, BUYER & SELLER, FIND A NEED TO AMEND THE TERMS OF THE AGREEMENT, AND IF AGREEABLE TO BOTH THE PARTIES, MAY DO SO BY EXECUTING A SUPPLEMENTARY AGREEMENT.
4. DETAILS WITH REGARD TO PACKAGING, DELIVERY SCHEDULE, VESSEL DISCHARGES, AND LAYCAN SHALL BE INCLUDED IN THE SPA.

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PRODUCT SPECIFICATION:

ELEMENTS		VALUE	ELEMENTS		VALUE
Copper	Cu	99.99%	Silica	Si	0.3ppmMax.
Cobalt	Co	0.2ppmMax.	Bismuth	Bi	0.1ppmMax.
Lead	Pb	0.2ppmMax.	Tellurium	Te	0.05ppm Max.
Iron	Fe	2ppmMax.	Silver	Ag	10ppmMax.
Aluminum	Al	0.5ppmMax.	Selenium	Se	0.3ppmMax.
Manganese	Mn	0.1ppmMax.	Sulphur	S	4ppmMax.
Nickel	Ni	0.2ppmMax.	Magnesium	MG	0.4ppmMax.
Antimony	Sb	0.1ppmMax.	Oxygen	O2	0
Arsenic	AS	0.1ppmMax.			

EXPORT PACKING: Palletized, banded by Aluminium bands loaded in 20ft containers.

DOCUMENTS : Full set of cargo and shipping documents together with all copies of bill of lading and all SGS original assay report of quantity, quality and stuffing photos of the cargo into the containers with all container numbers.

ORCE MAJEURE:

The Contracting parties agree to consider each of the following situations to be Force Majeure: war, epidemics, infectious diseases, general mobilization, and a rise in commodity prices due to an unexpected rise in raw materials. General strike, Trade Union strike, acts of Government, fire, earthquake and flood in the country of the Seller. The Seller shall not be held liable for failure or delay

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The logo for SFL METALS, featuring the letters 'SFL' in a large, bold, green serif font, followed by 'METALS' in a smaller, green, all-caps sans-serif font. The entire logo is enclosed in a thin green rectangular border.

in the delivery of the entire lot or a portion of the goods under this Sales Confirmation in consequence of any Force Majeure incidents.

ETHICS: (NON-CIRCUMVENTION AND NON-DISCLOSURE)

Both Buyer and Seller acknowledge that no harm to the other party would be substantial and therefore the Seller and Buyer agree to abide by the Customary International rules of non-Circumvention and non-disclosure as established by the International Chamber of Commerce in Paris, France for a period of five (5) years from the date hereof. Said Non-circumvention and non-disclosure shall include, but not be limited to communicating with each other's banks, factories; Representatives of Buyer dealing with Customs, brokers or Seller's mandate. The understanding and accord of this sub-paragraph will survive the termination of this Agreement. Under strict confidentiality clause, if the contents (including documents) and the main contract of this transaction are disclosed to a third party other than the purchaser and seller, the disclosing party shall compensate the non-disclosure person 5% of the total contract quantity with amount.

FEDERAL WARNING:

This is a very important message to anyone Involved In the commodities Industry on the new measures with respect to Buyers and Sellers conducting transactions.

From now on, If an ICPO, LOI, RWA, or BCL is Issued and the document Is not real, true and /or actually verifiably factual the Seller will be able to Inform the FBI ICC, and INTERPOL. In addition, after an FCO or SPA Is sent to the Buyer, there should be a formal answer to Seller from Buyer In a timely manner In accordance with the agreement between parties. If there is no response from the Buyer In a timely manner, the buying company will be reported to the FBI, ICC and INTERPOL. It Is Important to transmit this to all clients that work with providers that are members of the ICC, FBI, and other international organizations. From this point forward, the international codes will be strictly enforced to exclude all intruders that send or transmit false Information. Those who submit a false NCND/IMFPA,LOI,ICPO, RWA or BCL, or FCO, as well as FALSE PROOF OF PRODUCT (POP),FALSE PROOF OF FUNDS (POF) WILL BE CHARGED WITH A CRIME.

This offense went into effect on November 15, 2008 after a meeting was held between the Federal Reserve, European Central Bank, Interpol, Federal Bureau of Investigation and Central Intelligence Agency. The reason for this measurement Is to protect the commodities Indus try which Is a fundamental part of the world's economy. I have read and understood the severity of the warning above and do realize the serious Impact that pertains to all oil and other commodities transactions.

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NOTICE TO ACCEPTANCE OF OFFER:

1. Buyer completes and signs this document to indicate acceptance of our Terms and Conditions, herein contained.
2. Procedures as per clause 22
3. Buyer agrees that information shared is confidential and privileged agrees not to any information with regards to this transaction to any third party without the written consent of the seller.

I, DIVYA MADAN , the undersigned, am duly represented and fully authorized to the price above mentioned commodity and agree to the above mentioned terms and conditions.

By signing this document all parties agreed and accept this FCO with its price, Terms and condition mentioned herein and confirm that all parties are ready, willing and able to proceed further with this transaction.

Please advise if there is/are any provision/s, which must be explained or discussed.

SELLER SIGN:

FOR SFL METALS AND TRADE LLC.



Dr. DIVYA MADAN (M D).

ACCEPTANCE:

We here by agree and accept the above SCO with its Price, Terms and Conditions mentioned herein. We, the Buyer attests that the Funds are good, clean and non-criminal origin and available for this transaction and confirm that we are now ready, willing and able to proceed further with this transaction.

Signature

Print Name

Designation

Date

Please note that should this document be reproduced or converted to word, it will be effective null and void, as this will constitute an infringement on intellectual property and thus be considered as fraud.

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