



SiO <sub>2</sub>	20-22.5%
Al <sub>2</sub> O <sub>3</sub>	4.6-7%
Fe <sub>2</sub> O <sub>3</sub>	3-5 %
CaO	64% min
MgO	4% max
SO <sub>3</sub>	1% max
Loss of Ignition	1% max
Insoluble Residue	0.5% max
f-CaO	1.5% max
Total Alkali	0.9% max
C <sub>3</sub> S	50-60%
C <sub>2</sub> S	15-23%
C <sub>3</sub> A	6-11%
C <sub>4</sub> AF	7-15%

#### **Physical and Mechanical Properties**

COMPRESSIVE STRENGTH	@ 03 DAY'S 28 MPa min
	@ 28 DAY'S 55 MPa min

#### **SPECIAL TERMS:**

The Buyer is aware that the seller does not provide any past performance documents since this is not permitted by European Law, is confidential and has no value for their capacity to deliver the contracted quantity in the future.

It is not part of the procedures that the Buyer can request any kind of samples since all relevant documents are provided with each shipment.

The contract signed by both parties electronically is legally binding according to the ICC rules. Hardcopies are not part of the procedures. If the Buyer requests Hardcopies then he has to print the hardcopies sign and seal each page and send the copies per Courier to the Seller for his signature. The seller will then return the 2-3 Hardcopies to the Buyer by Courier.

The Buyer is aware and commits to provide the Bank Endorsement according to the Text in Article 13C along with the signed and sealed Soft Offer. Article 13, 13A and 13C in the Soft Offer will be part of the later contract.

**ARTICLE 13: WORDING OF THE IRREVOCABLE STAND-BY LETTER OF CREDIT**

STAND-BY LETTER OF CREDIT

LETTER OF CREDIT NO: \_\_\_\_\_  
DATE OF MATURITY: 16 MONTHS FROM DATE OF ISSUE  
DATE OF EXPIRATION: 30 DAYS AFTER DATE OF MATURITY  
BENEFICIARY: XXXX LTD

WE, BANK OF \_\_ (ISSUING) \_\_, \_\_ (CITY) \_ BRANCH, ON BEHALF OF \_\_ (APPLICANT) \_\_\_\_, THE APPLICANT, HEREBY OPEN THIS IRREVOCABLE, DIVISIBLE, UNCONDITIONAL, UNRESTRICTED, UNENCUMBERED, TRANSFERABLE LETTER OF CREDIT IN FAVOUR AND FOR THE CREDIT OF XXXXX LTD, THE BENEFICIARY, AMOUNTING TO THE TOTAL VALUE US\$ 6,800,000 (SIX MILLION, EIGHT HUNDRED THOUSAND UNITED STATES DOLLARS) (+/-5%). THIS L/C IS AVAILABLE FOR PAYMENT AGAINST THIS L/C TO XXXX LTD OR TO THE BONAFIDE BEARER OR HOLDER THEREOF BY BENEFICIARY'S FIRST WRITTEN DEMAND AFTER MATURITY DATE, BY KEY TESTED TELEX, OR KEY TEST SWIFT MESSAGE DRAWN ON BANK OF \_\_ (ISSUING) \_\_, \_\_ (CITY) \_\_ BRANCH MATURING ON MONTH/2008. PAYMENT WITHOUT DELAY IN UNITED STATES OF AMERICA DOLLARS. SUCH PAYMENT SHALL BE MADE WITHOUT SET-OFF, FREE AND CLEAR OF ANY DEDUCTION, CHARGE, FEE OR WITHHOLDING OF ANY NATURE NOW OR HEREAFTER IMPOSED, LEVIED, COLLECTED, WITHHELD, OR ASSESSED BY THE GOVERNMENT OF \_\_ (COUNTRY OF ISSUING BANK) \_\_ OR ANY SUBDIVISION OR AUTHORITY THEREOF OR THEREIN.

THIS L/C IS TRANSFERABLE WITHOUT PRESENTATION OF IT TO US AND WITHOUT THE PAYMENT OF ANY TRANSFER FEE OR NOTIFICATION TO US. THIS L/C SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF (ISSUING BANK COUNTRY).

WE HEREBY ENGAGE WITH THE DRAWERS, ENDORSERS, AND BONAFIDE HOLDERS OF DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS CREDIT WILL BE DULY HONORED, PAID IN FULL, AT SIGHT ON PRESENTATION TO US. PAYMENT IS AVAILABLE FROM US OR AT THE COUNTERS OF AN AUTHORIZED CORRESPONDENT ON THE DUE DATE, AND PRIOR TO THE EXPIRY DATE, UPON THE BENEFICIARY OR TO THE BONAFIDE BEARER OR HOLDER THEREOF'S FIRST WRITTEN DEMAND, BY KEY TESTED TELEX, OR KEY TEST SWIFT MESSAGE.

THIS CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES - ISP98, INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 500.

THIS IS A CALLABLE, OPERATIVE INSTRUMENT. ALL CHARGES ACCRUE TO THE ACCOUNT OF THE APPLICANT. NO HARD COPIES WILL FOLLOW.

BY: \_\_\_\_\_ BY: \_\_\_\_\_  
AUTHORIZED BANK SIGNATURE AUTHORIZED BANK SIGNATURE

OFFICIAL SEAL OF THE BANK

CONFIRMING BANK (BANK OF \_\_\_\_\_)  
RE: LETTER OF CREDIT NUMBER \_\_\_\_\_

WE, BANK OF \_\_\_\_\_, HEREBY ADD OUR CONFIRMATION TO THIS LETTER OF CREDIT AND HEREBY ENGAGE WITH THE BENEFICIARY, THE LEGAL DRAWERS OR BONA FIDE AND LAWFUL HOLDERS OF THIS LETTER OF CREDIT THAT PAYMENT DEMAND DRAWN IN COMPLIANCE OF THE TERMS HEREOF SHALL BE FULLY HONORED AND PAID IN FULL AT SIGHT ON DUE DEMAND.

BANK OF \_\_\_\_\_  
CONFIRMING BANK SEAL

-----  
CONFIRMING BANK OFFICIAL SIGNATURE CONFIRMING BANK OFFICIAL SIGNATURE

\*\*\* SLC MUST BE ISSUED AND ADVISED VIA SWIFT \*\*\*

**ARTICLE 13A: WORDING OF THE IRREVOCABLE, TRANSFERABLE MONTHLY REVOLVING LETTER OF CREDIT**

-LOCAL SWIFT ACKS-

.....INSURANCE TYPE AND TRANSMISSION.....

NOTIFICATION (TRANSMISSION) OF ORIGINAL SENT TO SWIFT (ACK)

NETWORK DELIVERY STATUS : NETWORK ACK  
PRIORITY / DELIVERY : NORMAL  
MESSAGE INPUT REFERENCE :

.....MESSAGE  
HEADER.....

SWIFT : ISSUE OF A LETTER OF CREDIT

SENDER : APPLICANTS BANKER'S DETAILS  
RECEIVER  
BANK  
COUNTRY  
SWIFT  
IBAN

.....MESSAGE TEXT.....

27: SEQUENCE OF TOTAL  
1/1

40A: FORM OF LETTER OF CREDIT

IRREVOCABLE, TRANSFERABLE, DIVISIBLE, UNRESTRICTED, UNENCUMBERED UPON AND CONFIRMED,  
MONTHLY REVOLVING

20: LETTER OF CREDIT NUMBER  
.....

31C: DATE OF ISSUE  
.....

31D: DATE AND PLACE OF EXPIRY  
SIXTEEN (16) MONTHS FROM DATE OF ISSUE

52D: ISSUING BANK OF ORIG L/C NM&ADDR  
.....

50: APPLICANT  
.....

59: BENEFICIARY  
.....

32B: CURRENCY CODE AMOUNT  
CURRENCY: USD (US DOLLAR)

AMOUNT: US\$ xxxx (XXXXXXXXXX THOUSAND UNITED STATES DOLLARS)

39A: PERCENTAGE CREDIT AMOUNT TOLERANCE  
0/-5

41A: AVAILABLE WITH / BY -SWIFT ADDR  
BANK  
COUNTRY  
SWIFT  
IBAN

42P: PAYMENT DETAILS  
100 PCT AT SIGHT

47A: ADDITIONAL CONDITIONS

THE APPLICANT ISSUES IN FAVOR OF THE BENEFICIARY XXXXX LTD, THIS OPERATIVE IRREVOCABLE, TRANSFERABLE LETTER OF CREDIT WHICH WILL BE AUTOMATICALLY REVOLVING FOR 10 MONTHS COVERING MONTHLY 100,000 MT PRODUCT AND TO THE VALUE OF MONTHLY US\$ xxx (XXXXX, EIGHT HUNDRED THOUSAND UNITED STATES DOLLARS) AND WILL CONTINUE AUTOMATICALLY REVOLVING AND UNTIL THE TOTAL QUANTITY OF 1XXXXXXX/MT AND TO THE VALUE OF US\$ XXXX IS SHIPPED AND DELIVERED (0/-5%).

71B: CHARGES

ALL BANKING CHARGES AND COMMISSIONS OTHER THAN THE ISSUING BANK'S CHARGES ARE ON THE BENEFICIARY'S ACCOUNT

49: CONFIRMATION INSTRUCTION  
CONFIRM

57A: ADVICE THROUGH BANK  
BANK  
COUNTRY  
SWIFT  
IBAN

72: SENDER TO RECEIVER INFORMATION  
// KINDLY CONFIRM HAVING NOTIFIED AND CONFIRMED THE IRREVOCABLE LETTER OF CREDIT TO BENEFICIARY BY RETURN SWIFT QUOTING YOUR REFERENCE

**ARTICLE 13C: SAMPLE VERBIAGE OF THE BANK ENDORSEMENT**

DATE: \_\_\_\_\_

WE, \_\_\_\_\_ (BANK NAME AND ADDRESS) AND THE UNDERSIGNED BANK OFFICERS, HEREBY CONFIRM WITH FULL RESPONSIBILITY THAT (BUYER'S NAME) \_\_\_\_\_ IS KNOWN TO US TO BE CAPABLE TO REALIZE A PROJECT FOR THE PURCHASE OF 1,200,000 MT (ONE MILLION TWO HUNDRED THOUSAND METRIC TONS) OF ORDINARY CLINKER CEMENT AND TO THE TOTAL VALUE OF US\$ 81,600,000 (EIGHTY ONE MILLION, SIX HUNDRED THOUSAND UNITED STATES DOLLARS)

SHOULD THIS PROCESS PROCEED INTO A SIGNED CONTRACT BETWEEN THE BUYER AND SELLER, THEN OUR BANK IS ALSO READY TO ISSUE THE RELATIVE FINANCIAL INSTRUMENT TO SELLER'S BANK AS IT WILL BE SPECIFIED IN THE CONTRACT AFTER THE CONTRACT IS SIGNED; SEALED AND EXCHANGED BETWEEN OUR CLIENT \_\_\_\_\_ (BUYER'S NAME) AND THE SELLER.

WE BANK \_\_\_\_\_ CONFIRM THAT WE ACCEPT THE WORDING OF THE TEXT OF THE FINANCIAL INSTRUMENTS IN ARTICLE 13.

NAME OF BANK OFFICER #1:

NAME OF BANK OFFICER # 2:

\_\_\_\_\_

\_\_\_\_\_

TITLE:

TITLE:

\_\_\_\_\_

\_\_\_\_\_

SIGNATURE:

SIGNATURE:

\_\_\_\_\_

\_\_\_\_\_

BANK SEAL:

BANK SEAL:

## ARTICLE 14: AGREEMENT PROCEDURES

### Preliminary procedures

- 1 Buyer/Mandate sends LOI
- 2 Seller/mandate sends Soft Offer
- 3 Buyer signs Soft Offer (on each page) and returns to Seller/mandate within time period set on Soft Offer
- 4 Seller/mandate issues Full Corporate Offer (FCO)
- 5 Buyer signs FCO (on each page) and returns to Seller/mandate with Bank Endorsement
- 6 Seller issues Draft Contract via mandate

### Contract Procedures

1. Within 3-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.
2. Within 3-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 to the Buyer the AFFIDAVIT as per this Agreement.
3. Within 3-international banking days of signing and exchanging this Agreement and from receipt of the AFFIDAVIT from Seller to Buyer, the Buyer's Bank will issue in favour of the Seller the Irrevocable Prime Bank Stand-by Letter of Credit as per Article 13 of this Agreement and to the value of US\$ xxxxx (xxxxmillion, xxx thousand United States Dollars).
4. The Irrevocable Prime Bank Stand-by Letter of Credit is issued, confirmed and guaranteed by a top world prime bank acceptable to Seller, in accordance with the Agreement.
5. Within 7-international banking days of signing and exchanging this Agreement and from receipt of the Irrevocable Prime Bank Stand-by Letter of Credit in accordance with this Agreement, Seller's Bank will issue to Buyer's Bank the Proof of Product by SWIFT MT 799.
6. Within 10-international banking days of the receipt, verification and authentication of Buyer's Irrevocable Prime Bank Stand-by Letter of Credit at Seller's bank, the Seller will issue a 2% Performance Bond for the value of the Irrevocable Prime Bank Stand-by Letter of Credit.
7. 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 Prime Bank Stand-by Letter of Credit for total funds of US\$ 6,800,000 (six million, eight hundred thousand United States Dollars) at Seller's bank, and continues until the Agreement quantity is shipped and delivered.
8. Payment will be released to the Seller upon negotiation of shipping documents at the Seller's bank. Partial shipments are allowed.
9. Within 21-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.

**TEXT OF AFFIDAVIT**

I, the undersigned, XXXXXX, holder of Passport Number XXXXXX, issued by the XXXXXXX, Managing Director of the company, XXXXXX Ltd, from XXXXX, XXXXX, do hereby take an oath and say as follows:

Under penalty of perjury, I the undersigned, confirm that as Sellers hold a verifiable allocation for XXXXXX/mt of Ordinary Clinker Cement, under strict terms and conditions of the executed Sale and Purchase Agreement Ref. Number XXXXXXXXXXXXXXXXXXXXXXXXXXXX dated XX of XXXXX 2008.

The relative verifiable Proof of Product will be provided in favour of the Buyer, XXXXXXXXX from XXXXX, on bank to bank basis by SWIFT MT 799 upon receipt, verification and authentication from Buyer's Bank to Seller's Bank of the Irrevocable Prime Bank Stand-by Letter of Credit as per text stipulated in this AFFIDAVIT as below and to the total Agreement value of US\$ 81,600,000 (eighty one million, six hundred thousand United States Dollars). The verifiable Proof of Product will be provided to the Buyer on bank-to-bank basis by SWIFT MT 799 within the time set in the signed and exchanged Sale and Purchase Agreement.

**VERBIAGE OF THE FINANCIAL INSTRUMENT INSERT**

If the Buyer does not issue the financial instrument as per text stipulated in this AFFIDAVIT and within 10 international banking days from the date of issue of this AFFIDAVIT, then this AFFIDAVIT becomes null and void and of no legal or other value and the Seller takes legal action against the Buyer claiming damages and other costs due to non-performance of the Buyer.

Sworn before me this

The Affiant

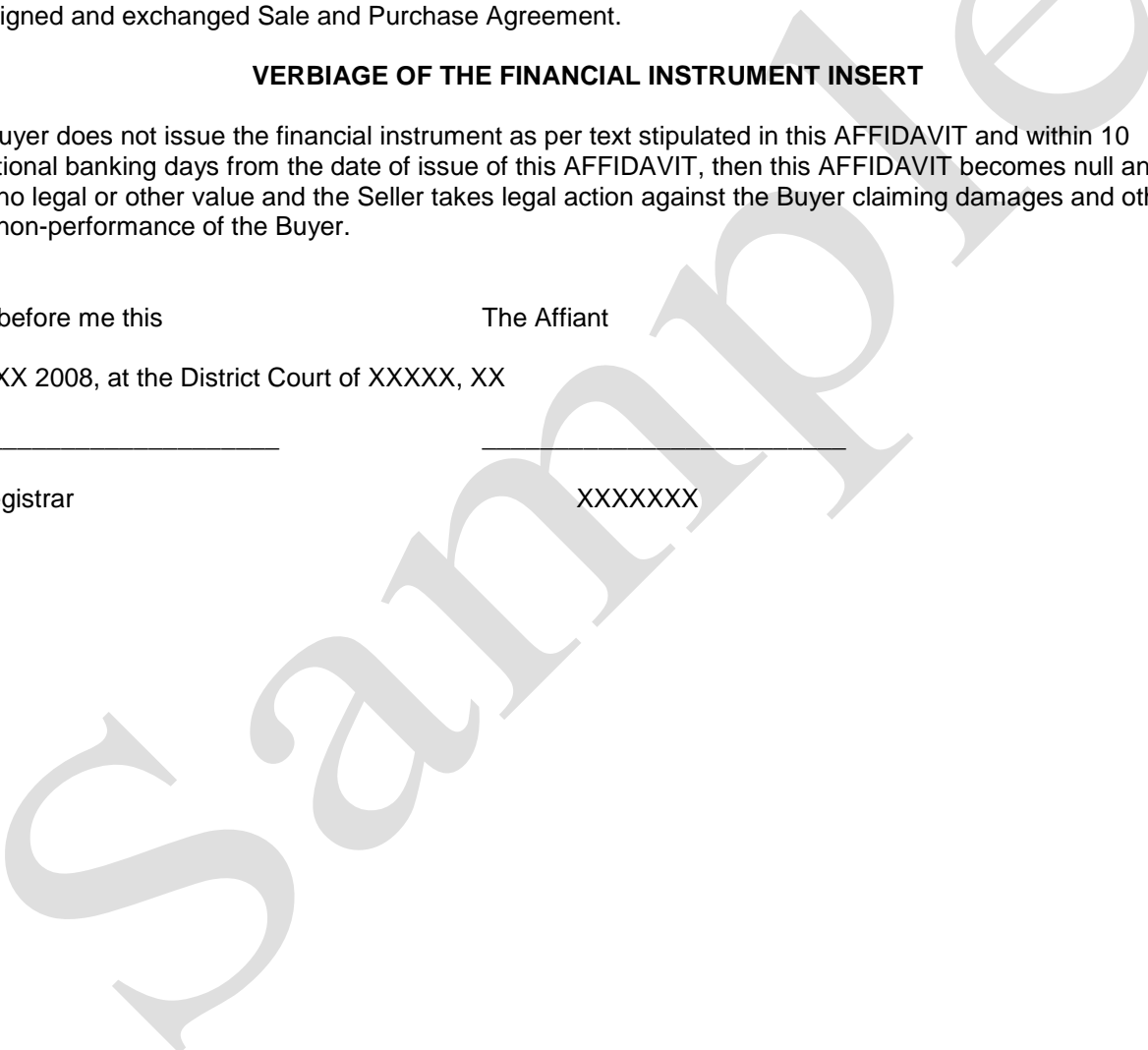
XX XXXX 2008, at the District Court of XXXXX, XX

\_\_\_\_\_

\_\_\_\_\_

The Registrar

XXXXXXX





BUYER'S BANK NAME:

ADDRESS:

TELEPHONE:

FAX:

SWIFT:

ACCOUNT NUMBER:

ACCOUNT NAME:

CONFIRMING BANK DETAILS:

This Soft Offer is valid for 5 (five) international banking days from the date of issue. After the expiry date the Soft Offer becomes null and void and of no legal or other value whatsoever.

Sincerely Yours

Buyer:

Company and registration number:

Address:

Position of Signatory:

Name:

\_\_\_\_\_  
**Seller's Authorised Signature  
(svb)**