

Worldtec Sourcing Solutions

International Commodities Sourcing Agents



ORDINARY PORTLAND 42,5 N & R CEMENT

(BS 12/1996 and ASTM C 150)

PRICE LIST (LEGAL AFFIDAVIT AGREEMENT PROCEDURES) - AS PER
October 1st 2008

Total Volume over 12 months	Monthly Shipments	Agreed Price in USD
300 000*	25 000	75
600 000*	50 000	73
900 000*	75 000	71
1,200 000**	100 000	70
1,800 000**	150 000	68
2,400 000**	200 000	67
3,600 000**	300 000	66
4,800 000**	400 000	64
6,000 000**	500 000	61
9,000 000**	750 000	59
12,000 000**	1,000 000	58
15,000 000**	1,250 000	57

*Volumes below 1m MTs (per annum)

Require a FFRSBLC valid for 16 months
(based on a 12 months contract).

**Volumes above 1m MTs (per annum)

Require a 3 month SBLC (or BG) with valid for 16 months (based on a 12 month contract) to be in place for the contract period and valid for 16 months with monthly payment by TT (based on a 12 month contract).

- The quoted prices above are net and a maximum of \$1.00 per MT is allowed.
- "Overpricing" is not allowed.
- Pricing is based on the first year annual volumes
- 32.5 Cement is \$5 per MT less
- 52.5 Cement is \$5 per MT more
- SABS Certified cement (South Africa) is \$7 per MT more
- GOST Certified cement (Russia) is \$20 per MT more
- EN197 1/2000 (specifically from European manufacturers) on application

Please contact WORLDTEC SOURCING SOLUTIONS for volumes greater than 15m MTs per annum

This price list is based on procedures and terms from our Primary Seller. Other terms and procedures are available from our other sellers.

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LEGAL AFFIDAVIT AGREEMENT PROCEDURES

COMMODITY GRADES

International Standard DIN EN 196 or British Standard 12/1996 or American Standard C-150 or European Standard EN 197-1:2000, SABS, GOST, 32.5 & 52.5

MINIMUM ORDER QUANTITY

300,000MT

DELIVERY PORTS

ASWP - provided it is suitable, capable and a secure Non-US/UN sanctioned port.

DELIVERY TERMS

Twelve month contracts, with options for extension.

ORIGIN

Our Sellers operate out of more than ten different countries, either as re-sellers who have purchased large cement Allocations years in advance or as Master Contract holders with the manufacturing suppliers.

SHIPMENTS

12,500MT, 25,000MT or 50,000MT.

PACKING

Packed in either 25 KG, 50 KG bags, wrapped in layers of Kraft-paper with a waterproof lining. These can be back in Sling Bags of 1 to 2 MT. Or bulk in Big Bags of 1 to 2 MT.

PERFORMANCE BOND

Two Percent of the value of the financial instruments provided by the Buyer.

INCOTERM 2000

CIF - only

LEGAL AFFIDAVIT AGREEMENT PROCEDURES

1. Buyer provides our Accredited Mandate with a decent LOI/ICPO made out to us and freshly dated (no older than 3 days), with BCL and permission for Soft Probe. We will issue a Soft Offer.
2. Return the Soft Offer completed and signed correctly and we will issue the FCO. Return the FCO properly completed and signed with the necessary Bank Endorsement Letter from the bank (verbiage supplied in the FCO), and we will issue the Agreement (Sellers agreement).
3. 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.
4. 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.
5. 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 (financial instrument) as per Article 13 of this Agreement and to the value of US\$ (United States Dollars).
6. Within 7-international banking days of signing and exchanging this Agreement and from receipt of the (financial instrument) in accordance with this Agreement, Seller's Bank will issue to Buyer's Bank the Proof of Product by SWIFT MT 799.
7. Within 10-international banking days of the receipt, verification and authentication of Buyer's (financial instrument) at Seller's bank, the Seller will issue a 2% Performance Bond for the value of the (financial instrument).
8. 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 (financial instrument) for total funds of US\$ (United States Dollars) at Seller's bank, and continues until the Agreement quantity is shipped and delivered.
9. Payment will be released to the Seller upon negotiation of shipping documents at the Seller's bank. Partial shipments are allowed. 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.

LEGAL AFFIDAVIT PAYMENT TERMS OPTION ONE

FOR VOLUMES BELOW ONE MILLION METRIC TONS

Payment for each shipment will be made on negotiation of the shipping documents at the Sellers bank, via an Irrevocable, Transferable, Revolving, Stand-by Letter of Credit which will revolve at the average monthly shipment volume value and up to the full value of the contract issued or confirmed and guaranteed by a Top Western Bank acceptable to the Seller. It will be issued at the beginning of the contract period and valid for sixteen months.

Partial shipments are allowed, and payment in accordance with the provisions of the agreement with the allowable 5% loading variance.

LEGAL AFFIDAVIT PAYMENT TERMS OPTION TWO

FOR VOLUMES ABOVE ONE MILLION METRIC TONS

Payment for the first nine months shipment volumes will be made via SWIFT Telegraphic Transfer, for each shipment, within ten days of receipt of the shipping documents at the Buyers bank, these payments will be guaranteed by an Irrevocable, Transferable, Unconditional, Stand-by Letter of Credit

Should the Buyer default then the Seller will be entitled to draw down on the Irrevocable, Transferable, Unconditional, Stand-by Letter of Credit. If the Buyer pays for each shipment of the first nine months shipment volumes then the Irrevocable, Transferable, Unconditional, Stand-by Letter of Credit will be used for the last three months shipment volume and the Seller will draw down on the Irrevocable, Transferable, Unconditional, Stand-by Letter of Credit for payment. Partial shipments are allowed, and payment in accordance with the provisions of the agreement with the allowable 5% loading variance.

LEGAL AFFIDAVIT - SPECIFICS OF THE FINANCIAL INSTRUMENTS

THE TRANSFERABLE, UNCONDITIONAL, REVOLVING, STAND-BY LETTER OF CREDIT
FOR VOLUMES UNDER ONE MILLION METRIC TONS

1. REVOLVES AT THE AVERAGE MONTHLY VALUE UP TO THE TOTAL VALUE OF THE FULL CONTRACT.
2. ISSUED AND VALID FOR A PERIOD OF SIXTEEN MONTHS.
3. PAYABLE IMMEDIATELY UPON FIRST REQUEST ON PRESENTATION OF THE SHIPPING DOCUMENTS.
4. TRANSFERABLE, ASSIGNABLE, REVOLVING, NEGOTIABLE, UNENCUMBERED AND DIVISIBLE.
5. ISSUED IN ACCORDANCE WITH THE RULES AND REGULATIONS AND PRACTICE AS SET FORTH BY THE INTERNATIONAL CHAMBER OF COMMERCE (ICC) PARIS FRANCE, PUBLICATION 600 LATEST REVISION.

THE TRANSFERABLE, UNCONDITIONAL, STAND-BY LETTER OF CREDIT
FOR VOLUMES ABOVE ONE MILLION METRIC TONS

1. VALUE OF THREE MONTHS SHIPMENT VOLUME
2. ISSUED AND VALID FOR A PERIOD OF SIXTEEN MONTHS.
3. PAYABLE IMMEDIATELY UPON FIRST REQUEST ON PRESENTATION OF THE SHIPPING DOCUMENTS.
4. TRANSFERABLE, ASSIGNABLE, NEGOTIABLE, UNENCUMBERED AND DIVISIBLE.
5. ISSUED IN ACCORDANCE WITH THE RULES AND REGULATIONS AND PRACTICE AS SET FORTH BY THE INTERNATIONAL CHAMBER OF COMMERCE (ICC) PARIS FRANCE, PUBLICATION 600 LATEST REVISION.

LEGAL AFFIDAVIT - BANK ENDORSEMENT

NOTE: THIS IS A LETTER FROM THE BUYER'S BANKERS ON THEIR FULL BANKING LETTERHEAD
ADDRESSED TO THE BUYER DIRECTLY AND SIGNED BY TWO AUTHORISED BANKING OFFICIALS.

DATE: _____

WE _____ (BANK NAME AND ADDRESS) AND THE UNDERSIGNED BANK OFFICERS, HEREBY CONFIRM
THAT (BUYER'S NAME) _____ IS KNOWN TO US AND CAPABLE TO REALIZE A PROJECT FOR THE
PURCHASE OF XX MT OF CEMENT AND TO THE TOTAL VALUE OF US\$ XX (XX UNITED STATES DOLLARS).

WE BANK _____ CONFIRM THAT WE ACCCEPT THE WORDING OF THE TEXT OF THE FINANCIAL
INSTRUMENT REQUIRED.

NAME OF BANK OFFICER #1:

NAME OF BANK OFFICER # 2:

TITLE: _____

TITLE: _____

SIGNATURE:

SIGNATURE:

BANK SEAL

BANK SEAL

WORDING OF THE AFFIDAVIT FROM SELLER TO BUYER

AFFIDAVIT

I, the undersigned, XXXXXX, holder of Passport Number XXXXXX, issued by the XXXXXXXX, 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 Portland Cement, under strict terms and conditions of the executed Sale and Purchase Agreement Ref. Number XXXXXXXX dated XX of XXXXX 2008.

The relative verifiable Proof of Product will be provided in favour of the Buyer, XXXXXXXXXX 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 (Financial Instrument) as per text stipulated in this AFFIDAVIT as below and to the total Agreement value of US\$ XXX (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

WORDING OF THE TRANSFERABLE, UNCONDITIONAL, REVOLVING, STAND-BY LETTER OF CREDIT
FOR VOLUMES UNDER ONE MILLION METRIC TONS

LETTER OF CREDIT NO:

DATE OF MATURITY: XX (XXXX) MONTHS FROM THE DATE OF ISSUE

DATE OF EXPIRATION: 30 DAYS FROM THE DATE OF MATURITY

AMOUNT: US\$ XXXX (XXXX UNITED STATES DOLLARS)

BENEFICIARY: SELLER - TO BE ADVISED AT FCO STAGE

WE, BANK OF ____ (ISSUING) ____, ____ (CITY) ____ BRANCH, ON BEHALF OF ____ (APPLICANT) ____, THE APPLICANT, HEREBY OPEN THIS IRREVOCABLE, FULLY FUNDED, UNCONDITIONAL, UNRESTRICTED, UNENCUMBERED, DIVISIBLE, TRANSFERABLE, REVOLVING LETTER OF CREDIT IN FAVOUR AND FOR THE CREDIT OF THE SELLER, THE BENEFICIARY, AMOUNTING TO THE TOTAL VALUE OF USD XXXX (XXXX UNITED STATES DOLLARS).

THIS L/C WILL BE REVOLVING TO THE VALUE OF USD XXXX (XXXX UNITED STATES DOLLARS) AND WILL CONTINUE REVOLVING UP TO THE TOTAL VALUE OF USD XXXX (XXXX UNITED STATES DOLLARS).

THIS L/C IS AVAILABLE FOR PAYMENT AGAINST THIS L/C TO XXXX 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/20XX. 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 ENGLAND.

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. 590.

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

BY: _____
AUTHORIZED BANK SIGNATURE

BY: _____
AUTHORIZED BANK SIGNATURE

OFFICIAL SEAL OF THE BANK

CONFIRMING BANK (BANK OF _____)

RE: STAND-BY LETTER OF CREDIT NUMBER _____

WE, BANK OF _____, HEREBY ADD OUR CONFIRMATION TO THIS GUARANTEE AND HEREBY ENGAGE WITH THE BENEFICIARY, THE LEGAL DRAWERS OR BONA FIDE AND LAWFUL HOLDERS OF THIS STAND-BY 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 _____

BANK SEAL

BANK OFFICIAL SIGNATURE

BANK OFFICIAL SIGNATURE

*** THIS STAND-BY LETTER OF CREDIT MUST BE ISSUED VIA SWIFT WITH FULL BANK RESPONSIBILITY***
WORDING OF THE IRREVOCABLE, FULLY FUNDED, REVOLVING STAND-BY LETTER OF CREDIT

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

WORDING OF THE TRANSFERABLE, UNCONDITIONAL, STAND-BY LETTER OF CREDIT
FOR VOLUMES ABOVE ONE MILLION METRIC TONS

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\$ 23,700,000 (TWENTY THREE MILLION SEVEN 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 ***