

# SALE AND PURCHASE AGREEMENT

## FOR THE PURCHASE OF AU METAL (GOLD BAR)

CONTRACT NUMBER:...001/2019..... TRANSACTION CODE:.....

**SELLER'S CODE:**

**BUYER'S CODE:**

This Sale and Purchase Agreement for Gold Bar is made and entered into on this day of  
**11th .....June, 2019.**

### Seller

COMPANY NAME	
ADDRESS	
COUNTRY	
TEL:	
MOBILE	
EMAIL	
HEAD SELLER	
SALES MANAGEMENT	
SALES REPRESENTATIVE	

### Buyer

COMPANY NAME	
ADDRESS	
COUNTRY	
OFFICER/REPRESENTED BY	
DESIGNATION/TITLE	
PASSPORT NO	
ISSUE DATE	
EXPIRATION DATE	
TEL NO	
E-MAIL	

**WHEREAS;** Seller, under full authority and responsibility, declares that he has the clear and qualified right to sell the Gold Bars at his free disposal and that he guarantees that he has the means and/or the sources to legally export the Commodity to any other Origin of Buyer's choice.

**WHEREAS;** Buyer declares under full authority and responsibility that he has the funds available and can facilitate a financial capability to purchase the Commodity and wishes to purchase the Gold Bar under the following terms and conditions with clean funds, freely tradable and not of criminal origin

**NOW THEREFORE:** in mutual consideration of the covenants of the parties and the terms and conditions herein contained, the parties agree as follows:

**1. COMMODITY SPECIFICATIONS & QUANTITY**

<b>3A) COMMODITY</b>	Aurum Utallum (AU)
<b>B) FORM</b>	Gold Bar
<b>C) PURITY</b>	96%+
<b>D) FINENESS</b>	23+ carats
<b>E) ASSAY</b>	Buyer Refinery
<b>F) ORIGIN</b>	
<b>G) PACKING</b>	Any other suitable internationally accepted packaging
<b>H) AGREEMENT DURATION</b>	
<b>I) QUANTITY</b>	
<b>J) DELIVERY SCHEDULE</b>	
<b>L) DELIVERY DESTINATION</b>	
<b>M) PRICE FOR GOLD</b>	
<b>J) PRODUCT HISTORY</b>	Clean, clear, no liens and non-criminal origin

**2. PROCEDURE FOR TRANSACTION:**

- a) Seller issues sales and purchase agreement “SPA” to buyer.
- b) Buyer accepts the SPA by signing it and returns a copy of verbiage SBLC signed and stamped by buyer bank for seller's bank approval. (SBLC Sample Provided)
- c) Buyer along with signed SPA will issue SBLC from buyer bank to seller financier bank. (seller financier bank will provide bank coordinate)
- d) Seller proof of product ( 1- certificate of ownership with recent date 2- Export license 3- Photo with date of the same day, stating both names )
- e) Seller will process and provide all the necessary legal export documents for the gold delivery and the following documents will issue to buyer for each shipment.  
3 Commercial Invoices
  - Certificate of Origin
  - Certificate of Ownership
  - Certificate of Analyses
  - Export Declaration Certificate
  - Export intention
  - Certificate of the Circulation of Merchandises (EURO 1)
  - Non-Criminal Origin certificate

Buyer will received these export Document's from Seller within 72 hours after signing of the sales and purchase agreement (SPA) and opening the said bank instrument from Prime bank.

- f) Seller prepares gold shipment to buyer destination at seller's own cost.
- g) Seller Appointed Representative will accompany the gold direct to buyer choice destination to witness the buyer refinery assay confirmation on the gold before buyer make payment of the product by net weight.

**3. PAYMENT TERMS**

Payment for each Commodity shall be made by SWIFT transfer to the Seller's designated bank, in clean, clear United States Dollars of non-criminal and non-terrorist origin, within 48 hours

**4. SELLER'S DESIGNATED BANKING COORDINATES**

<b>NAME OF THE BANK</b>	
<b>BANK ADDRESS</b>	
<b>SWIFT CODE</b>	
<b>ACCOUNT NAME</b>	
<b>ACCOUNT NUMBER</b>	
<b>ROUTING NUMBER/IBAN</b>	
<b>BENEFICIARY</b>	

**5. BUYER'S DESIGNATED BANKING COORDINATES**

<b>NAME OF THE BANK</b>	
<b>BANK ADDRESS</b>	
<b>SWIFT CODE</b>	
<b>ACCOUNT NAME</b>	
<b>ACCOUNT NUMBER</b>	
<b>ROUTING NUMBER/IBAN</b>	
<b>BENEFICIARY</b>	

Seller agrees to sell and deliver to the Buyer under the Terms of this Agreement the delivery of Gold Bar, shipment as mutually agreed by Buyer and Seller. This will be upon receipt and verification of Buyer's funds to pay for the agreed Gold Bar quantity.

Seller warrants that the Gold Bar are legally acquired, and that there was no infringement or violation whatsoever of any laws and/ or regulations from the country of origin or of any other country that may apply to the history of transfer of ownership from the mining and production and to the moment that ownership of the Gold Bar passes to Buyer.

6. **GENERAL CONDITIONS:**

The SELLER and BUYER each declare unto one another that the Gold Bar offered herein for sale, and the origin of the funds used for purchasing the Gold Bar commodity, DO NOT contravene: The Drug Trafficking Offenses Act 1986,

- b) The Criminal Act 1988, The Prevention of Terrorism (Temporary Provisions) Act 1989,
- c) The Criminal Justice (International Co-operation) Act 1990, The Criminal Justice Act 1993, the Swiss criminal laws, and,
- D) The Money Laundering Regulations 1993, and The U.S.A. Patriot Act of 2001-2006, or any other law related to any illegal or criminal activity. And accordingly each party to this agreement indemnifies each other against any such allegations which, may or may not be made in the future. And,

7. **SIGNATURES OF THE GOLD BAR SELLER AND THE GOLD BAR BUYER TO THIS CONTRACT:**

**IN WITNESS WHEREOF:**

The undersigned have read this document and had advise of its legality and after understanding the content of this contract written in the American English language, by knowledge of the language or by professional translation to the party's language and legal advice and each party initialed all the pages of this contract and, fully understands and agrees that its execution constitutes an acceptance of all of its mutually protective covenants, terms and conditions, and is lawfully binding upon the "Parties", and their legal heirs, successors, representatives, and designee and assignees. And, the signatories warrant that they have read and understood the responsibilities and obligations indicated in this contract by signing this document and attest that they have signed this Contractual Agreement in their duly authorized and lawful capacity of their own free will, **AND, UNDER LEGAL ADVISED BY THEIR LEGAL COUNSEL, LAWYER OR ATTORNEY AT LAW**, on the date indicated by each signatory's signature below:

**IN GOOD CONSIDERATION OF THE WARRANTS, PROMISES AND MUTUAL COVENANTS HEREIN SET FORTH, BOTH PARTIES UNDERSTAND AND AGREE UPON THE TERMS AND CONDITIONS FOR THE SALE AND PURCHASE OF THE Precious Metal Au, HEREAFTER REFERRED TO AS "GOLD BAR"**

<p>Signed and sealed this day 11<sup>TH</sup> June. 2019 <b>AGREED UPON BY SELLER:</b></p>	<p>Signed and sealed this day..... June ,2019 <b>AGREED UPON BY BUYER:</b></p>
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