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REPUBLIQUE DEMOCRATIQUE DU CONGO
MINISTRE DES MINES / CTCPM
Courrier reçu le 25 MAY 2025
Sous le n° 2566
Signature: [Signature]

ECO/BD d'ELSPD
Per exploitation.
Kin, le 29/05/2025
[Signature]

Lonshi, le 24 Mai 2025

N°/REF:1005/0524/25/RPu/SAB/JCHX

Transmis copie pour information à :

- Son Excellence Monsieur le Ministre
des Mines ;

à Kinshasa / Gombe

✓ A l'intention de
Monsieur le Coordonnateur de la
Cellule Technique de Coordination et
de Planification Minière (CTCPM)

à Kinshasa / Gombe

Concerne : Transmission de deux contrats de vente pour publication
de la Société Sabwe Mining Sarl

Monsieur le Coordonnateur,

Par la présente, j'ai l'honneur de vous transmettre
en annexe pour publication comme l'exige la loi, les contrats de vente signés par mon entreprise
SABWEE MINING avec HIONEST TECHNOLOGY LIMITED d'une part, et d'autre part avec
TOPVIEW INTERNATIONAL TRADING LIMITED.

Veuillez agréer, Monsieur le Coordonnateur,

l'expression de ma considération distinguée.



ZHOU GENMING

Directeur Général de Sabwe Mining Sarl

[Signature]

Pièces jointes :

- 1. Contrat de vente signé avec HIONEST TECHNOLOGY LIMITED
- 2. Contrat de vente signé avec TOPVIEW INTERNATIONAL TRADING LIMITED.

HIONEST

Hionest Technology (Hainan) Limited

This CONTRACT CONFIRMATION is entered into between:

本合同确认书由以下两方签订:

Sabwe Mining Sarl, a company incorporated in Democratic Republic of Congo, with its registered office at 18901, Rue Club Nautique, Q/Golf, C/Lubumbashi, V/Lubumbashi, P/Katanga, Democratic Republic of Congo (the "Seller"); and

萨布韦矿业有限责任公司, 一家在刚果民主共和国成立的公司, 其注册办事处位于 18901, Rue Club Nautique, Q/Golf, C/Lubumbashi, V/Lubumbashi, P/Katanga, Democratic Republic of Congo (以下称作“卖方”); 和

Hionest Technology (Hainan) LIMITED, a company incorporated in China with its registered address at Room 705, Building E, Huifenghuayuan Community, Xinyingwan Area, Yangpu, Hainan Province, People's Republic of China (the "Buyer")

元诚科技(海南)有限公司, 一家在中国注册成立的公司, 其注册地址为: Room 705, Building E, Huifenghuayuan Community, Xinyingwan Area, Yangpu, Hainan Province, People's Republic of China (以下称作“买方”)

This contract confirmation incorporates National Standard of the People's Republic of China GB/T 467-2010. Both parties declare themselves to be fully acquainted with the terms of the Contract. The Seller agrees to sell to the Buyer, and the Buyer agrees to buy from the Seller, Product on the terms and conditions set out in this Contract:

该合同按照中华人民共和国国家标准 GB/T 467-2010 执行, 双方均声明其完全熟悉本合同的条款。卖方同意按本合同规定的条款向买方出售产品, 买方同意按本合同规定的条款从卖方购买产品:

1.	Contract Number 合同号	LON02-2024001-P
2.	Contract Effective Date 合同生效日期	28 May 2024 2024年5月28日
3.	Contract Term 合同期限	The Contract shall be in effect from the Effective Date until the date each Party has fully performed its respective obligations, or until the Contract has otherwise been terminated in accordance with its terms. 本合同自生效日起生效, 至双方完全履行其各自义务之日止, 或至本合同

		根据其条款以其他方式终止之日止。
4.	Product 产品	<p>Non-London Metal Exchange ("LME") registered Grade A Standard Copper Cathode the product quality is as per the grade definition in clause 11.</p> <p>非伦敦金属交易所(LME)注册的A级标准阴极铜, 产品质量符合第11条的等级定义。</p>
5.	Brand /Size 品牌 / 尺寸	<p>Sabwe Copper Cathodes in the Democratic Republic of Congo ("DRC") 1.03m x 1.05m +/- 10mm.</p> <p>位于刚果民主共和国("DRC")的萨布韦阴极铜/1.03m x 1.05m +/- 10mm</p>
6.	Packing 包装	<p>In bundles, suitable for inland and Ocean transport.</p> <p>捆扎, 适合于标准海运。</p>
7.	Quantity 数量	<p>18,000 MT up to 20,000 MT plus or minus 10% in total, quantity and shipping tolerance is at Seller's option.</p> <p>18,000MT至20,000MT溢短装10%, 数量允差由卖方选择。</p>
8.	Delivery Terms 交货条款	<p>FCA (Incoterms 2020) Sabwe Mining site, DRC.</p> <p>The Buyer shall provide Seller demurrage free days of 12 calendar days from the date of truck arrival at Seller's plant until the Product is cleared for exports and trucks dispatched from the mine.</p> <p>FCA (国际贸易术语解释通则2020) 萨布韦矿区, 刚果(金)。</p> <p>买方应向卖方提供自卡车抵达卖方工厂之日起12个日历日的免滞期费天数, 直至产品获准出口且卡车从矿山离开为止。</p> <p>Seller shall be responsible for the loading of trucks, clearing the Product for export or procuring such clearance, providing valid export license and paying for all the costs and taxes which export related until the product is cleared from DRC.</p> <p>卖方应负责装车、产品出口清关或办理出口清关, 提供有效的出口许可证, 并支付与出口有关的所有费用和税费, 直至产品从刚果(金)清关。</p> <p>Trucks not cleared within 12 calendar days due to Seller's or Seller's agent fault from date of arrival at the Seller's plant shall attract demurrage at a rate of USD 350 per truck per day. The final cost calculation shall be determined by both parties through negotiation.</p> <p>自到达卖方工厂之日起, 由于卖方或卖方代理的过错而未能在12个日历日内清关的卡车, 应按每辆卡车每天350美元/车的费率收取滞期费, 具体费</p>

12/11/2021

		<p>用计算由双方协商确定。</p> <p>Seller shall advise Buyer of the workable border post by the 15th day of the month prior to the month of delivery.</p> <p>卖方应在交货月前一个月的第15天前通知买方可行的边境关卡。</p>																																				
9.	<p>Delivery Schedule 交货安排</p>	<p>1000 MT up to 3000 MT plus or minus 10%, quantity and shipping tolerance is at Seller's option per each month commencing from July 2024 up to December 2024 (both months inclusive). Additional monthly quantity delivery should be confirmed by mutual agreement.</p> <p>2024年7月至2024年12月（包括7月和12月），每月发运1000MT至3000MT，溢短装10%的货物，数量和运输允差由卖方选择。额外的每月交货数量应由双方同意确认。</p>																																				
10.	<p>Price 价格</p>	<p>The applicable Product price shall be the LME Copper Grade A (market price) Cash Settlement price as established in accordance with clause 12. Quotational Period, less a discount as per clause 11. Discount.</p> <p>适用的产品价格应为根据第12条报价期确定的LME A级铜（市场价格）现货结算价格减去第11条规定的扣减。</p>																																				
11.	<p>Discount 扣减</p>	<table border="1"> <thead> <tr> <th>Grade</th> <th>Cu(%)</th> <th>Pb(ppm)</th> <th>S(ppm)</th> <th>Fe(ppm)</th> <th>Discount(MT)</th> </tr> </thead> <tbody> <tr> <td>Grade A</td> <td>≥99.99</td> <td>≤5</td> <td>≤15</td> <td>≤10</td> <td>\$680/MT</td> </tr> <tr> <td>1#</td> <td>≥99.95</td> <td>≤20</td> <td>≤25</td> <td>≤25</td> <td>\$730/MT</td> </tr> <tr> <td>2#</td> <td>≥99.90</td> <td>≤50</td> <td>≤50</td> <td>≤50</td> <td>\$780/MT</td> </tr> <tr> <td>Off Grade</td> <td>≥99.90</td> <td>>50</td> <td>>50</td> <td>>50</td> <td>\$830/MT</td> </tr> <tr> <td>Other deduction</td> <td colspan="4">Visual Inspection Discount (表观问题扣减):</td> <td>\$60/MT</td> </tr> </tbody> </table>	Grade	Cu(%)	Pb(ppm)	S(ppm)	Fe(ppm)	Discount(MT)	Grade A	≥99.99	≤5	≤15	≤10	\$680/MT	1#	≥99.95	≤20	≤25	≤25	\$730/MT	2#	≥99.90	≤50	≤50	≤50	\$780/MT	Off Grade	≥99.90	>50	>50	>50	\$830/MT	Other deduction	Visual Inspection Discount (表观问题扣减):				\$60/MT
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Off Grade	≥99.90	>50	>50	>50	\$830/MT																																	
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12.	<p>Quotational Period ("QP") 作价期</p>	<p>The QP shall be the official LME Cash Settlement Price quotation averaged over the month following the Month of Delivery (M+1) as evidenced by the date of the trucks DRC border crossing. Buyer shall share with the Seller on the 2nd last LME day of the M details of trucks which crossed the DRC border within the M to be declared for QP purposes. All trucks that did not border cross by the 2nd last day of the month shall form part of the following months delivery.</p> <p>QP应为交货月之后的一个月（M+1）的LME官方现金结算价格的平均报价，交货月以卡车通过刚果（金）边境的日期为准。为宣布QP，买方应在交货月最后2个LME日与卖方分享在交货月通过刚果民主共和国边境的</p>																																				

		<p>卡车的详细信息。所有在该月的最后2日前没有通过边境的卡车，将构成下个月交货的一部分。</p>
13.	<p>Payment 付款</p>	<p>All payments under this Contract shall be made in US Dollars by telegraphic transfer without adjustments, discounts, deductions, set-off, counterclaim or with holdings of any kind as follows:</p> <p>本合同项下的所有款项应以美元以电汇方式支付，不得有下列任何调整、折扣、扣除、抵销、反诉或扣款：</p> <p><u>For each monthly shipment provisional payment:</u></p> <p>90%(ninety percent) of the Provisional Invoice value shall be paid by Buyer upon Buyer's receipt of the following documents as stated in clause 14. Documentation below.</p> <p><u>按每月发运量支付临时货款：</u></p> <p>买方应在收到下方第14条文件条款规定的文件后，支付临时发票金额的90%。</p> <p>In the event of an official exports ban imposed by local authorities in the DRC on the mine or Seller and not resolved within 5(five) calendar days of being put in place, Buyer shall have a right to request the offloading of trucks, refund of the provisional invoice amounts paid and charge Seller Interests from the date of the provisional invoice payment until refund has been confirmed received by the Buyer. Seller shall also be accountable for trucks offloading charges, demurrage from date of truck arrival with no free time; and trucks repositioning costs.</p> <p>如果刚果（金）地方当局对矿山或卖方实施官方出口禁令，且该禁令在实施后5个日历日内未得到解决，买方有权要求卸载卡车，退还已支付的临时发票金额，并从临时发票付款之日起向卖方收取利息，直至买方确认收到退款为止。卖方还应负责卡车的卸载费用、从卡车到达之日起的滞期费（无免滞期费天数），以及卡车重新定位的费用。</p> <p><u>Final settlement:</u></p> <p>Once final Price has been determined any final balance shall be settled by the owing party within three working days from the date when final price has been determined.</p> <p><u>最终结算：</u></p> <p>一旦最终价格确定，任何最终余额应在最终价格确定之日起三个工作日内由欠债方结算。</p>
14.	<p>Documents 文件</p>	<p>1. Provisional invoice, calculated basis the official LME Copper Grade</p>

		<p>A cash settlement price averaged over 5(five)consecutive LME working days prior to the provisional invoice date minus the discounts.</p> <ol style="list-style-type: none"> 2. Truck Manifests. 3. Packing list issued by Seller 4. Certificate of weight issued by Seller. 5. Certificate of Assays issued by Seller 6. As requested by the Buyer,the Producer/Seller shall request and obtain a Certificated of Origin issued and signed/stamped by CEEC. <ol style="list-style-type: none"> 1. 临时发票, 根据官方LME A级铜现金结算价格在临时发票日期之前的5个连续LME工作日的平均价格减去扣减金额来计算。 2. 卡车清单。 3. 卖方出具的装箱单。 4. 卖方出具的重量证书。 5. 卖方出具的品质证书。 6. 根据买方要求, 生产商/卖方应要求并取得由CEEC签发并签字/盖章的原产地证明。
15.	<p>Title and Risk 货物所有权和 风险</p>	<p>Title to the Product shall transfer to the Buyer upon Seller's receipt of full payment.Or in the event the Contract calls for provisional payment then title shall transfer to the Buyer upon Seller's receipt of the first provisional payment.</p> <p>产品的所有权应在卖方收到全额付款后转移给买方。或者, 如果合同要求临时付款, 则所有权应在卖方收到第一笔临时付款后转移给买方。</p> <p>Risk shall pass from Seller to Buyer when the Copper Cathode has been loaded onto the Buyer's trucks at Seller's plant in Sabwe, DRC as per Incoterms 2020.</p> <p>根据2020年国际贸易术语解释通则, 当阴极铜在刚果(金)萨布韦的卖方工厂被装载到买方的卡车上时, 风险从卖方转移给买方。</p>
16.	<p>Weighing and Quality 称量和品质</p>	<p>The weight of Copper Cathode should be determined at Sabwe mine site before delivery on the supervision of the representatives of the Seller and the Buyer, The Seller's Certificate of Weigh shall be binding on the Parties as final. The Buyer shall have right to send representative attending all procedure of weighing on mine site, or to appoint an internationally recognized supervision company to supervise during these operations. The cost of such supervision shall be for Buyer's</p>

account.

阴极铜的重量应在卖方和买方代表的监督下在Sabwe mine现场确定。卖方的重量证书应作为最终重量证明对双方具有约束力。买方有权派代表参加矿场称重的所有程序，或指定国际公认的监督公司对这些操作进行监督。监督费用应由买方承担。

The Seller will issue a certificate of Quality certifying the grade and general specifications of the Product (Seller's Certificate of Assay). The Seller's certificate of Assay shall be binding on the Parties as to the quality of Product Delivered.

卖方将出具质量证书，证明产品的等级和一般规格（卖方品质证书）。卖方的品质证书作为最终品质证明对双方具有约束力。

Weight shown on the Seller's weight certificate shall be the final for settlement. In case weight is found at Buyer's nominated warehouse or final receivers' plant at port of destination to be less than the invoiced weights by more than (and including) 0.1%, Buyer shall have the right to request for re-weighing within 30 calendar days after the date of material arrival at final port of discharge, to be conducted by a mutually appointed independent surveyor. Surveyor's findings shall be final and costs shall be borne by the losing party whose results are furthest from the findings. If the result of the independent surveyor's findings is the mean of the results of the respective parties, the cost shall be shared equally by the Seller and the Buyer.

卖方重量证明上显示的重量应为最终结算。如果在买方指定的仓库或最终收货方在目的港的工厂发现重量比发票上的重量小0.1%以上（包括0.1%），买方有权在材料到达最终卸货港之日起30个日历日内要求重新称重，由双方指定的独立检验公司进行。独立检验公司的检测结果为最终结果，费用由结果与调查结果相差最远的败诉方承担。如果独立检验公司的检测结果是双方结果的平均值，则费用应由卖方和买方平均分担。

The Buyer shall have the right to send a representative to supervise weighing and sampling at the time of loading. Unless the Buyer lodges a quality claim, the Seller's certificate of Assays shall be final. Quality claims basis chemical composition of the cargo or physical appearance, if any, shall be resolved in good faith between Buyer and Seller. In the event of no resolution, Buyer shall have the right to request for the umpire assay within 30 calendar days after the date of material arrival at final port of discharge. Material under quality claim shall be kept intact, unused and segregated at final receiver's plant. The umpire institute's assay shall be final and binding and surveyor costs to be borne by the Party whose claim has been disapproved.

买方有权在装货时派代表监督称重和取样。除非买方提出质量索赔，否则卖方的化验证证书为最终证书。基于货物化学成分或物理外观的质量索赔（如有）应由买卖双方真诚解决。如果没有解决，买方有权在材料到达最终


		<p>卸货港之日起 30 个日历日内要求进行仲裁化验。质量要求下的材料应在最终接收者的工厂保持完整、未使用和隔离。仲裁的化验结果应为最终的和具有约束力的，检验费用应由索赔被驳回的一方承担。</p>
17.	<p>Governing Law and Jurisdiction 适用法律和管辖权</p>	<p>This Contract is governed by the laws of England and Wales.</p> <p>Any and all disputes arising out of or in connection with the Contract, including without limitation any question regarding its existence, validity or termination, shall be referred to arbitration in London in accordance with the Arbitration Regulations of the London Metal Exchange.</p> <p>本合同受英格兰和威尔士法律管辖。</p> <p>由本合同引起的或与本合同有关的任何争议，包括但不限于与本合同的存在、有效性或终止有关的任何问题，均应根据伦敦金属交易所的仲裁条例在伦敦进行仲裁。</p>
18.	<p>Notices 通知</p>	<p><u>Seller's Notice Address:</u></p> <p>卖方寄送通知地址:</p> <p>Sabwe Mining Sarl. 18901, Rue Club Nautique, Q/Golf, C/Lubumbashi, V/Lubumbashi, P/Katanga, Democratic Republic of Congo</p> <p><u>Buyer's Notice Address:</u></p> <p>买方寄送通知地址:</p> <p>Hionest Technology (Hainan) Ltd. Room 705, Building E, Huifenghuayuan Community, Xinyingwan Area, Yangpu, Hainan Province, People's Republic of China</p>

Authorized signatories:

For and on behalf of:

Seller:

Sabwe Mining Sarl




Name:

Title:

Date:

Buyer:

Hionest Technology (Hainan) LIMITED



Name:

Title:

Date:

AV

TOPVIEW

Topview International Trading Limited

SALES CONTRACT FOR COPPER CATHODE

This CONTRACT CONFIRMATION is entered into between:

本合同确认书由以下两方签订:

Sabwe Mining Sarl, a company incorporated in Democratic Republic of Congo, with its registered office at 18901, Rue Club Nautique, Q/Golf, C/Lubumbashi, V/Lubumbashi, P/Katanga, Democratic Republic of Congo (the "Seller"); and

萨布韦矿业有限责任公司, 一家在刚果民主共和国成产的公司, 其注册办事处位于 18901, Rue Club Nautique, Q/Golf, C/Lubumbashi, V/Lubumbashi, P/Katanga, Democratic Republic of Congo (以下称作“卖方”); 和

TOPVIEW INTERNATIONAL TRADING LIMITED, a company incorporated in China with its registered address at Unit 2204, 22/F, Lippo Centre, Tower 2, 89 Queensway, Hong Kong, China. (the "Buyer")

致景国际贸易有限公司, 一家在香港特别行政区注册成立的公司, 其注册地址为: Unit 2204, 22/F, Lippo Centre, Tower 2, 89 Queensway, Hong Kong, China. (以下称作“买方”)

This contract confirmation incorporates National Standard of the People's Republic of China GB/T 467-2010. Both parties declare themselves to be fully acquainted with the terms of the Contract. The Seller agrees to sell to the Buyer, and the Buyer agrees to buy from the Seller, Product on the terms and conditions set out in this Contract:

该合同按照中华人民共和国国家标准 GB/T 467-2010 执行。双方均声明其完全熟悉本合同的条款。卖方同意按本合同规定的条款向买方出售产品, 买方同意按本合同规定的条款从卖方购买产品。

1.	Contract Number 合同号	LON02-2024002-P
2.	Contract Effective Date 合同生效日期	11 Sep 2024 2024年9月11日
3.	Contract Term 合同期限	The Contract shall be in effect from the Effective Date until the date each Party has fully performed its respective obligations, or until the

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		<p>Contract has otherwise been terminated in accordance with its terms.</p> <p>本合同自生效日起生效，至双方完全履行其各自义务之日止，或至本合同根据其条款以其他方式终止之日止。</p>
4.	Product 产品	<p>Non-London Metal Exchange ("LME") registered Grade A Standard Copper Cathode the product quality is as per the grade definition in clause 11.</p> <p>非伦敦金属交易所(LME)注册的A级标准阴极铜，产品质量符合第11条的等级定义。</p>
5.	Brand /Size 品牌 / 尺寸	<p>Sabwe Copper Cathodes in the Democratic Republic of Congo ("DRC") 1.03m x 1.05m +/-10mm.</p> <p>位于刚果民主共和国("DRC")的萨布韦阴极铜/1.03m x 1.05m +/- 10mm</p>
6.	Packing 包装	<p>In bundles, suitable for inland and Ocean transport.</p> <p>捆扎，适合于标准海运。</p>
7.	Quantity 数量	<p>10000 MT up to 12000 MT plus or minus 10% in total, quantity and shipping tolerance is at Seller's option.</p> <p>10,000MT至12,000MT溢短装10%，数量允差由卖方选择。</p>
8.	Delivery Terms 交货条款	<p>FCA (Incoterms 2020) Sabwe Mining site, DRC.</p> <p>The Buyer shall provide Seller demurrage free days of 12 calendar days from the date of truck arrival at Seller's plant until the Product is cleared for exports and trucks dispatched from the mine.</p> <p>FCA (国际贸易术语解释通则2020) 萨布韦矿区，刚果(金)。</p> <p>买方应向卖方提供自卡车抵达卖方工厂之日起12个日历日的免滞期费天数，直至产品获准出口且卡车从矿山离开为止。</p> <p>Seller shall be responsible for the loading of trucks, clearing the Product for export, or procuring such clearance, providing valid export license and paying for all the costs and taxes which export related until the product is cleared from DRC.</p> <p>卖方应负责装车、产品出口清关或办理出口清关，提供有效的出口许可证，并支付与出口有关的所有费用和税费，直至产品从刚果(金)清关。</p> <p>Trucks not cleared within 12 calendar days due to Seller's or Seller's agent fault from date of arrival at the Seller's plant shall attract demurrage at a rate of USD 350 per truck per day. The final cost calculation shall be determined by both parties through negotiation.</p>

		<p>自到达卖方工厂之日起, 由于卖方或卖方代理的过错而未能在12个日历日内清关的卡车, 应按每辆卡车每天350美元/车的费率收取滞期费。具体费用计算由双方协商确定。</p> <p>Seller shall advise Buyer of the workable border post by the 15th day of the month prior to the month of delivery.</p> <p>卖方应在交货月前一个月的第15天前通知买方可行的边境关卡。</p>																																				
9.	Delivery Schedule 交货安排	<p>3000 MT up to 4000 MT plus or minus 10%, quantity and shipping tolerance is at Seller's option per each month commencing from October 2024 up to December 2024 (both months inclusive). Additional monthly quantity delivery should be confirmed by mutual agreement.</p> <p>2024年10月至2024年12月 (包括10月和12月), 每月发运3000MT至4000MT, 溢短装10%的货物, 数量和运输允差由卖方选择。额外的每月交货数量应经由双方同意确认。</p>																																				
10.	Price 价格	<p>The applicable Product price shall be the LME Copper Grade A (market price) Cash Settlement price as established in accordance with clause 12. Quotational Period, less a discount as per clause 11. Discount.</p> <p>适用的产品价格应为根据第12条报价期确定的LME A级铜 (市场价格) 现货结算价格减去第11条规定的扣减。</p>																																				
11.	Discount 扣减	<table border="1"> <thead> <tr> <th>Grade</th> <th>Cu(%)</th> <th>Pb(ppm)</th> <th>S(ppm)</th> <th>Fe(ppm)</th> <th>Discount(MT)</th> </tr> </thead> <tbody> <tr> <td>Grade A</td> <td>≥99.99</td> <td>≤5</td> <td>≤15</td> <td>≤10</td> <td>\$680/MT</td> </tr> <tr> <td>1#</td> <td>≥99.95</td> <td>≤20</td> <td>≤25</td> <td>≤25</td> <td>\$730/MT</td> </tr> <tr> <td>2#</td> <td>≥99.90</td> <td>≤50</td> <td>≤50</td> <td>≤50</td> <td>\$780/MT</td> </tr> <tr> <td>Off Grade</td> <td>≥99.90</td> <td>> 50</td> <td>> 50</td> <td>> 50</td> <td>\$830/MT</td> </tr> <tr> <td>Other deduction</td> <td colspan="4">Visual Inspection Discount (表观问题扣减):</td> <td>\$60/MT</td> </tr> </tbody> </table>	Grade	Cu(%)	Pb(ppm)	S(ppm)	Fe(ppm)	Discount(MT)	Grade A	≥99.99	≤5	≤15	≤10	\$680/MT	1#	≥99.95	≤20	≤25	≤25	\$730/MT	2#	≥99.90	≤50	≤50	≤50	\$780/MT	Off Grade	≥99.90	> 50	> 50	> 50	\$830/MT	Other deduction	Visual Inspection Discount (表观问题扣减):				\$60/MT
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12.	Quotational Period ("QP") 作价期	<p>The Quotational Period ("QP") shall be the first month following the month of delivery (M+1), M being the actual month of delivery as evidenced by the date of loading on the truck manifest.</p> <p>QP应为交货月之后的一个月 (M+1), 交货M月以卡车装车路单的日期为准。</p>																																				
13.	Payment 付款	<p>All payments under this Contract shall be made in US Dollars by telegraphic transfer without adjustments, discounts, deductions,</p>																																				

set-off, counterclaim or with holdings of any kind as follows:

本合同项下的所有款项应以美元以电汇方式支付，不得有下列任何调整、折扣、扣除、抵销、反诉或扣款：

For each monthly shipment provisional payment:

90%(ninety percent) of the Provisional Invoice value shall be paid by Buyer upon Buyer's receipt of the following documents as stated in clause 14. Documentation below.

按每月发运量支付临时货款：

买方应在收到下方第14条文件条款规定的文件后，支付临时发票金额的90%。

In the event of an official exports ban imposed by local authorities in the DRC on the mine or Seller and not resolved within 5(five) calendar days of being put in place, Buyer shall have a right to request the offloading of trucks, refund of the provisional invoice amounts paid and charge Seller Interests from the date of the provisional invoice payment until refund has been confirmed received by the Buyer. Seller shall also be accountable for trucks offloading charges, demurrage from date of truck arrival with no free time; and trucks repositioning costs.

如果刚果（金）地方当局对矿山或卖方实施官方出口禁令，且该禁令在实施后5个日历日内未得到解决，买方有权要求卸载卡车，退还已支付的临时发票金额，并从临时发票付款之日起向卖方收取利息，直至买方确认收到退款为止。卖方还应负责卡车的卸载费用、从卡车到达之日起的滞期费（无免滞期费天数），以及卡车重新定位的费用。

Final settlement:

Once final Price has been determined any final balance shall be settled by the owing party within three working days from the date when final price has been determined.

最终结算：

一旦最终价格确定，任何最终余额应在最终价格确定之日起三个工作日内由欠债方结算。

14.

Documents
文件

1. Provisional invoice, calculated basis the official LME Copper Grade A cash settlement price averaged over 5(five) consecutive LME working days prior to the provisional invoice date minus the discounts.

2. Truck Manifests.

		<p>3. Packing list issued by Seller</p> <p>4. Certificate of weight issued by Seller.</p> <p>5. Certificate of Assays issued by Seller</p> <p>6. As requested by the Buyer, the Producer/Seller shall request and obtain a Certificated of Origin issued and signed/stamped by CEEC.</p> <p>1. 临时发票, 根据官方LME A级铜现金结算价格在临时发票日期之前的5个连续LME工作日的平均价格减去扣减金额来计算。</p> <p>2. 卡车清单。</p> <p>3. 卖方出具的装箱单。</p> <p>4. 卖方出具的重量证书。</p> <p>5. 卖方出具的品质证书。</p> <p>6. 根据买方要求, 生产商/卖方应要求并取得由CEEC签发并签字/盖章的原产地证明。</p>
15.	<p>Title and Risk 货物所有权和 风险</p>	<p>Title to the Product shall transfer to the Buyer upon Seller's receipt of full payment. Or in the event the Contract calls for provisional payment then title shall transfer to the Buyer upon Seller's receipt of the first provisional payment.</p> <p>产品的所有权应在卖方收到全额付款后转移给买方。或者, 如果合同要求临时付款, 则所有权应在卖方收到第一笔临时付款后转移给买方。</p> <p>Risk shall pass from Seller to Buyer when the Copper Cathode has been loaded onto the Buyer's trucks at Seller's plant in Sabwe, DRC as per Incoterms 2020.</p> <p>根据2020年国际贸易术语解释通则, 当阴极铜在刚果(金)萨布韦的卖方工厂被装载到买方的卡车上时, 风险从卖方转移给买方。</p>
16.	<p>Weighing and Quality 称重和品质</p>	<p>The weight of Copper Cathode should be determined at Sabwe mine site before delivery on the supervision of the representatives of the Seller and the Buyer, The Seller's Certificate of Weigh shall be binding on the Parties as final. The Buyer shall have right to send representative attending all procedure of weighing on mine site, or to appoint an internationally recognized supervision company to supervise during these operations. The cost of such supervision shall be for Buyer's account.</p> <p>阴极铜的重量应在卖方和买方代表的监督下在Sabwe mine现场确定。卖方的重量证书应作为最终重量证明对双方具有约束力。买方有权派代表参加矿场称重的所有程序, 或指定国际公认的监督公司对这些操作进行监督</p>

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。监督费用应由买方承担。

The Seller will issue a certificate of Quality certifying the grade and general specifications of the Product (Seller's Certificate of Assay). The Seller's certificate of Assay shall be binding on the Parties as to the quality of Product Delivered.

卖方将出具质量证书，证明产品的等级和一般规格（卖方品质证书）。卖方的品质证书作为最终品质证明对双方具有约束力。

Weight shown on the Seller's weight certificate shall be the final for settlement. In case weight is found at Buyer's nominated warehouse or final receivers' plant at port of destination to be less than the invoiced weights by more than (and including) 0.1%, Buyer shall have the right to request for re-weighing within 30 calendar days after the date of material arrival at final port of discharge, to be conducted by a mutually appointed independent surveyor. Surveyor's findings shall be final and costs shall be borne by the losing party whose results are furthest from the findings. If the result of the independent surveyor's findings is the mean of the results of the respective parties, the cost shall be shared equally by the Seller and the Buyer.

卖方重量证明上显示的重量应为最终结算。如果在买方指定的仓库或最终收货方在目的港的工厂发现重量比发票上的重量小0.1%以上（包括0.1%），买方有权在材料到达最终卸货港之日起30个日历日内要求重新称重，由双方指定的独立检验公司进行。独立检验公司的检测结果为最终结果，费用由结果与调查结果相差最远的败诉方承担。如果独立检验公司的检测结果是双方结果的平均值，则费用应由卖方和买方平均分担。

The Buyer shall have the right to send a representative to supervise weighing and sampling at the time of loading. Unless the Buyer lodges a quality claim, the Seller's certificate of Assays shall be final. Quality claims basis chemical composition of the cargo or physical appearance, if any, shall be resolved in good faith between Buyer and Seller. In the event of no resolution, Buyer shall have the right to request for the umpire assay within 30 calendar days after the date of material arrival at final port of discharge. Material under quality claim shall be kept intact, unused and segregated at final receiver's plant. The umpire institute's assay shall be final and binding and surveyor costs to be borne by the Party whose claim has been disapproved.

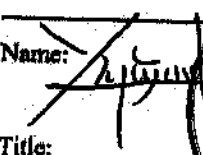
买方有权在装货时派代表监督称重和取样。除非买方提出质量索赔，否则卖方的化验证书为最终证书。基于货物化学成分或物理外观的质量索赔（如有）应由买卖双方真诚解决。如果没有解决，买方有权在材料到达最终卸货港之日起30个日历日内要求进行仲裁化验。质量要求下的材料应在最终接收者的工厂保持完整、未使用和隔离。仲裁的化验结果应为最终的和具有约束力的，检验费用应由索赔被驳回的一方承担。

17.	Governing Law and Jurisdiction 适用法律和管辖权	<p>This Contract is governed by the laws of England and Wales.</p> <p>Any and all disputes arising out of or in connection with the Contract, including without limitation any question regarding its existence, validity or termination, shall be referred to arbitration in London in accordance with the Arbitration Regulations of the London Metal Exchange.</p> <p>本合同受英格兰和威尔士法律管辖。</p> <p>由本合同引起的或与本合同有关的任何争议, 包括但不限于与本合同的存在、有效性或终止有关的任何问题, 均应根据伦敦金属交易所的仲裁条例在伦敦进行仲裁。</p>
18.	Notices 通知	<p><u>Seller's Notice Address:</u></p> <p>卖方寄送通知地址:</p> <p>Sabwe Mining Sarl. 18901, Rue Club Nautique, Q/Golf, C/Lubumbashi, V/Lubumbashi, P/Katanga, Democratic Republic of Congo</p> <p><u>Buyer's Notice Address:</u></p> <p>买方寄送通知地址:</p> <p>TOPVIEW INTERNATIONAL TRADING LIMITED</p> <p>Unit 2204, 22/F, Lippo Centre, Tower 2, 89 Queensway, Hong Kong, China.</p>

Authorized signatories:


For and on behalf of:

Seller:
Sabwe Mining Sarl


Name: 

Title:

Date: 2014.9.18



Buyer:
 TOPVIEW INTERNATIONAL TRADING LIMITED
 Topview International Trading Limited
 致景國際貿易有限公司

Name: 

Title: *Authorized Signature(s)*

Date:

Limited
公司
nature(s)