

Marimpex Ltd. & Co.

**Foreign Trade Enterprise,
Lublin, Poland,**

**Tel. +48... 81-745-83-26, Fax. +48...81-744-82-32, Mob. +48...691-862-491
mail: info@marimpex.net , website: <http://www.marimpex.net>**

THE SPECIMEN: ***

**Ref:
Lublin**

**FORMAL CORPORATE OFFER
AND MEMORANDUM AGREEMENT***

Dear Sirs,

We kindly wish to confirm with full corporate responsibility, that we, **Marimpex Ltd. & Co.**, are ready, willing and able to transact or sell the commodity with the following specifications, terms & conditions. At the same time we the Buyer, below signed, confirm our will, readiness and finance feasible to transact and buy the offered by Marimpex Ltd. & Co., commodity. Sales & Purchases will be concluded based on the international procedures shown below:

A.- PRODUCT

- 1.- Product: **Used rails R50/65 / HMS 1&2/HMS 1**
- 2.- Origin: **Europe/USA/Seller's choice**
- 3.- Specification: **Steel Scrap for smelting
See Appendix 1 Technical Specification.**

B.- DELIVERY

- 4.- Quantity: **..... MT**
- 5.- Deliveries: **..... MT x 12 months**
- 6.- Delivery date: **The Seller shall deliver the total quantity of goods within 12 (twelve) months period in accordance with the Delivery Schedule CIF**
- 7.- Packing: **In bulk loose**
- 8.- Destination: **ASWP (to be designated in the LOI/ICPO)**
- 9.- Rate of shipment: **As per commercial contract**
- 10.- Inspection: **Inspection of goods will be confirmed on a certificate issued by the independent International Survey Company 'SGS', CIQ or CCIC at Seller's expense. Other quantity Inspections at the port of unloading shall be at the Buyer's expense. In case of short/over weight exceeds +/- 5% the Buyer/Seller shall compensate the Buyer/Seller for the amount excluding the franchise on the basis of contracted price.**

C.- PRICING

- 11.- Price: **US\$..... PMT/CIF/ASWP
/ the commission of US\$/PMT for the Buyer's side is included/**

D.- PAYMENT TERMS

- 12.- Payment terms:
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13. -The Procedure /by electronic post organized/:

1. The Buyer accepts the FCO and sends back to the Seller' side within 48 hours.
2. The Seller issues the draft Contract to the Buyer within 48 hours.
3. The Buyer confirms his signature and seal the conditions of the draft Contract with remarks and sends back to the Seller. All above within 48 hours.
4. The Seller issues the final Contract, seals and sends to the Buyer by electronic mail within 48 hours and by the courier.
5. The Buyer sends back the final Contract, signed and sealed to the Seller by electronic mail within 48 hours and by the courier.
6. The Buyer issues the non-operative Letter of Credit within 5 banking days after date of Contract. The past performance is given, once the Non-operative LC is opened.
7. After receiving the Non-operative L/C, the Seller immediately issues active 2% the Performance Bond Guarantee to activate the Letter of Credit. Once the LC is operative a yard visit can be arranged for the Buyer.
8. The Contract is executed.

This offer is valid 48 hours.

We are kindly looking forward to hearing you, soon.

Yours sincerely;

As the Seller:

**Janusz Wasilewski
The President
The Owner**

*'Marimpex' Ltd. & Co. property, all rights reserved by the owner.