



# MARIO MONTEZ

LEGAL MANDATE

RAW GOLD and ROUGH DIAMONDS

Abitureiras - Santarém - Portugal

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## LETTER OF PRESENTATION OF CONDITIONS FOR SALE AND PURCHASE OF PRECIOUS METALS

Dear Sir/Madam,  
TO: **END BUYERS**

**My approach, though, is to refer the relevant Purchase Procedures straight away.  
Then if you accept my procedures, let me know.**

**This DOCUMENT is only and merely informative about RAW GOLD DORE BARS and can't be considered as official offer document**

### CONDITIONS, TERMS and PROCEDURES **CIF – Cost, Insurance & Freight**

#### **PRODUCT NAME AND DESCRIPTIONS IN CIF CONDITION:**

- **Commodity:** GOLD
- **Physical Form:** DORE BARS
- **Tranches:** **100Kg First Tranche and 100Kg to 500Kg/Monthly x 36 Months.**
- **Duration:** **Three (3) Years** with Rolls & Extensions to **Six (6) Years.**
- **Purity:** **95%** Minimum.
- **Finesse:** **22+** Carats Minimum.
- **Origin:** Africa **Ghana**
- **Location:** Africa **Accra, Ghana**
- **Destination:** **"DUBAI/EUROPE/USA International Airport"** (FREE TRADE ZONE)
- **Delivery:** **CIF "Carriage & Insurance and Freight Paid to"**
- **Payment:** **BUYER** shall make payment to the seller by SWIFT MT103 WIRE TRANSFER within 48 to 72hrs after assay report from buyer's refinery for all the quantity of the pure Gold 995/1000 return by the refinery.
- **Shipment:** **SELLER/SELLER FINANCIER** is responsible for all costs of shipping export, insurance and documentation charges. Buyer assumes no responsibility during shipping.  
**BUYER** will pay all duties taxes, customs clearance, VAT taxes in airport of destination and security transport from airport to the refinery.

#### **BUYER / SELLER'S obligations for Raw Gold Dore Bars**

Seller Shipping **CIF**- " Carriage & Insurance and Freight Paid to" – To Buyer's Destination (F.T.Z.)

**CONDITIONS, TERMS AND PROCEDURES ARE NOT NEGOTIABLE - IF THE OUTCOME IS NOT CORRECT OR ANY ATTEMPT TO CHANGE THE TERMS AND PROCEDURES BELOW OR HAS ANY DEFECT, BUYER MAY UNILATERALLY DECLARE SPA IMMEDIATELY NULL AND VOID; TERMINATING THE CONTRACT (SPA).**

**1- Mandate – Mario Montez** issues and signs this **Sale and Purchase Agreement (SPA)** and send it to the **Buyer**.

**a)** Within a maximum of three (3) days BUYER complete this Sales and Purchase Agreement (SPA) with full information, Bank details, signs and send it to Mandate via email [info@mario-montez.com](mailto:info@mario-montez.com)

**b) Mandate – Mario Montez** sends Sales and Purchase Agreement (SPA) and Irrevocable Master Fee Protection Agreement, (IMFPA) to the Seller and Seller Financier.

**c) Seller** confirms immediately the receipt and approval of the Sales and Purchase Agreement (SPA) and Irrevocable Master Fee Protection Agreement (IMFPA) by the same route. **Seller Financier** lodge his versions to his respective bank and returns both documents, (**SPA** and **IMFPA**) to the Mandate duly signed by Seller's Financier Bank and registered in Notary Public and Mandate confirms by email with Officer Seller's Financier Bank with CC to Bank's Headquarters.

**d) Mandate – Mario Montez** sends to **Buyer** the Sale and Purchase Agreement (SPA) signed by Seller and Seller Financier along with copy Mandate Letter including some documents: Certificate of Incorporation, Certificate to Commence Business and Two or Three previous references about delivery from Ghana to Dubai and China just for Buyer's verification and understanding, Buyer confirms by the same means.

**2-** Once contract signed by Buyer & Seller and the above steps are complete, verified to the full satisfaction of all parties then the transaction starts. Seller make arrangements immediately to deposit all quantity of gold at the **security company** facility:

COMPANY NAME : **NETSOFT SYSTEM LOGISTICS** (<http://netsoftsystemlogistics.com>)  
COMPANY ADDRESS : **xxx**  
COMPANY BRANCHE DUBAI : **xxx**

**3- Security company** issue the Safe Keeping Receipt (SKR) as proof of product (POP) with the contract number and declares full responsibility to delivering the gold at the airport to the airline as stipulated in contract.

**4- Seller/Seller Financier** sends to Mandate – Mario Montez safe keeping receipt (SKR) as proof of product (POP) and Pro Forma Invoice of the Gold (Au) Doré Bars for the current shipment **000Kg**.

**5- Mandate – Mario Montez** sends to **Buyer** safe keeping receipt (SKR) as proof of product (POP) and Pro Forma Invoice and the Buyer's nominated Bank acting on behalf of the Buyer after receive Pro Forma Invoice and upon verification of the SKR, Buyer's nominated Bank PRE ADVICE via MT799 FREE FORMAT MESSAGE and after Seller's Financier Bank response which confirmed that are ready and willing to honor the SWIFT MT 760, then Buyer bank release a Twelve (12) Month **Non-Operative SBLC MT760** (HARD COPY TO BE DELIVERED TO THE SELLER) covering the Sellers Gross Price value of each shipment of \_\_\_\_Kgs delivered during the term of the MT760 SBLC Guarantee Instrument and this Agreement.

**6-** Upon confirmation of Buyers MT760 SBLC Guarantee Instrument, Seller's Financier Bank receiving MT760 issues a Two Percent (2%) Performance Bond which activates the MT760 SBLC to be Operative. Upon confirmation of Buyer's MT760 SBLC Guarantee Instrument, Seller initiates Documentations and prepares Gold (Au) Doré Bars for export to the Buyers destination via:

AIRLINE/SHIPPING COMPANY NAME :

**7-** Upon (**xxx**) arrival of Gold (Au) Doré Bars to Buyers destination airport **xxx** and security transport to the Buyer's Gold Refinery then conduct assay on the shipment of Gold (Au) Doré Bars to make and issue corresponding Final Assay Report.

**8-** Within maximum of three (3) Banking Days, the Buyer affects the full Purchase Payment against receipt of satisfactory Final Assay Report duly signed by both Buyer and Seller or their nominated representatives as mutual acceptance of said Final Assay for the shipment of Gold (Au) Doré Bars, and Sellers corresponding Final Commercial Invoice issued to the Buyer in accordance with discount structure per 4th Article; clause 4.1 to the Sellers nominated Bank by means of SWIFT wire transfer and simultaneously the Seller transfers the Title Ownership of that shipment of Gold (Au) Doré Bars to the Buyer.

**9-** Seller/Seller's Financier pays commission immediately and without delay to Mandate - Mario Montez after closing and completion of each and every delivery pursuant to the terms and conditions of the Irrevocable Master Fee Protection Agreement (IMFPA) as 5th Article; clause 5.1. Closing and completion of each and every delivery is deemed to take place at the same time as when Buyer pays Seller. Likewise, Buyer will proceed with the Brokers in the payment of their commissions as 5th Article; clause 5.2 this SPA.

**10-** Process revolves until the contract is being executed and the same will be applicable for rolls and extensions. Buyer and seller will continue the Monthly transaction for duration of 36 Months with extensions to six (6) years.

## **PAYMENT TERMS**

Banking Instrument; The Buyer's Bank on behalf of the Buyer shall issue PRE ADVICE via MT799 FREE FORMAT MESSAGE and after Seller's Financier Bank response which confirmed that are ready and willing to honor the SWIFT MT 760, then Buyer bank release SWIFT MT 760 to the Sellers nominated Bank in the specific format provided herein the 12TH Article: Verbiages covering the Sellers Gross value price of each shipment of \_\_\_Kgs delivered during the term of the MT760 SBLC Guarantee Instrument and this Agreement.

Payment; Within a maximum of Three (3) Banking Days from the issuance of the corresponding Final Assay Report issued by the Buyer's Designated Gold Refinery that shall be provided directly to both the Seller and the Buyer and the Buyer's receipt of the Seller corresponding Final Commercial Invoice that includes the Gold (Au) final discounted Price from the Seller, the Buyer undertakes to make payment by means of SWIFT MT103 / Telegraphic Transfer, to the Seller's nominated Bank and as well as simultaneously the Seller undertakes to re-assign the ownership title and Transfer of that shipment of Gold (Au) Doré Bars to the Buyer's custody as the new owner.

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**We can show real evidence of previous deliveries to Dubai and China, tranches sent by Seller through the company NETSOFT SYSTEM LOGTISTICS and can be verified, ..**

**We do not send this information to Mandates or Brokers, ONLY END BUYERS after accepting our contract,..**

**I will not send SCO or FCO, .. I'll just send SPA in word format directly to End Buyer**

If you are a Broker, we would be delighted to work with you, but you should identify with all your details, inform about your position in relation to the Buyer and respect our condition:

- We do not accept to discuss the conditions, terms and procedures that we present, we do not accept comments, opinions, etc. of Mandates or Brokers, ..

We only accept to proceed with negotiation after you send us the original message that Buyer sent you stating that he accepts our conditions, informing you the exact quantity he want for the first tranche and subsequent tranches,

This message from Buyer will be sent to End Buyer when the Contract is sent to him, so that there is no doubt,

Thank you for your attention, **waiting for your prompt reply.**

If you have any questions or concerns, please, let me know.

Yours sincerely,

*Mr. Mário Montez*

**SELLER MANDATE - Gold and Diamonds**

**'PRECIOUS METALS & LUXURY BUSINESS'**

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