



# MARIO MONTEZ

LEGAL MANDATE

RAW GOLD and ROUGH DIAMONDS

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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 IN **FOB** - Free On Board

Presentation of the **CONDITIONS, TERMS and PROCEDURES** of buying and selling for Raw Gold Dore Bars.

**Seller Shipping FOB-"NETSOFT SYSTEM LOGTISTICS"** in Accra, Ghana

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

- **Commodity:** GOLD DORE BARS.
- **Tranches:** **10Kg to 50Kg** First Tranche and **50Kg to 500Kg**/Month x 36 Months.
- **Duration:** **Three (3) Years** with Rolls & Extensions to **Six (6) Years**.
- **Purity:** **95%** Minimum. (shall confirm through **NETSOFT SYSTEM LOGTISTICS** in Accra, Ghana).
- **Finesse:** **22+** Carats Minimum.
- **Origin:** West Africa **Ghana**
- **Location:** West Africa **Accra, Ghana**
- **Delivery:** **FOB- NETSOFT SYSTEM LOGTISTICS** in Accra, Ghana.

**SELLER** is responsible for all security and full insurance coverage to deliver the all tranches of Gold to **NETSOFT SYSTEM LOGTISTICS** in Accra, Ghana.

**BUYER** will pay for the cost of assay & testing fees and is responsible for all costs of shipping, export, insurance, documentation charges and all duties from **NETSOFT SYSTEM LOGTISTICS** in Accra, Ghana. to Buyer's destination.

- **Payment:** **BUYER** shall make payment to the seller by SWIFT/Telegraphic Transfer, within 48 to 72hrs

after assay report from refinery for all the quantity of the pure Gold 995/1000 return by the refinery.

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

**Seller Shipping FOB- NETSOFT SYSTEM LOGTISTICS in ACCRA, GHANA**

**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<sup>st</sup> . step

### 1.1. **Mandate – Mario Montez** sends the **Sale and Purchase Agreement (SPA)** to **BUYER**.

The Contract will be signed by Buyer and then by Seller, Seller's documents will be presented, Contract and IMFPA notarized and deposited in Bank and everything will be checked and verified,

- Whether the transaction will be assisted by a Buyer Representative instead of the End Buyer, only is accepted if the Buyer issues a "power of attorney" for the effect and add it to Sales and Agreement Purchase SPA including copy passport of representative.

## 2<sup>nd</sup> . step

**"Only after the above steps are completed to the full satisfaction of all parties Buyer or his Representative travels to Accra, Ghana"**

**2.1. Mandate – Mario Montez** notifies the Seller that the process is ok and sends a copy of ticket or other proof that buyer/buyer representative will be at the **NETSOFT SYSTEM LOGTISTICS** facilities, **4th Noria Street Labone** in Accra, Ghana on the date affixed in "SCHEDULE OF SHIPMENTS"

**2.2. Seller** in accordance with the date affixed in "SCHEDULE OF SHIPMENTS" as (**APPENDIX 2**) and Buyer's confirmation at **9:00AM** will meeting face to face with **Buyer** at premises of **NETSOFT SYSTEM LOGTISTICS** in Accra, Ghana for a first personal contact and after this meeting face to face, Seller gives order to his staff for the full quantity of Gold Dore Bars (**00Kg**) to be delivered at **NETSOFT SYSTEM LOGTISTICS** in Accra, Ghana of the gold purity. Buyer will pay for the cost of assay & testing fees. (**NB:** Under no circumstances will 'gold dust' or 'gold nuggets' be accepted under this contract)

**2.3. After testing of the gold** and the gold quality is accepted by buyer, material is then sealed boxes with padlock provided by the buyer to the security custom agents in the presence of the buyer or his official representative, the current owner or his official authorized representative (hereinafter referred to as the seller). **The Buyer/Buyer Representative** and the seller must affix their signatures on the seal placed on the package(s) of the certified quality, and the **Buyer/Buyer Representative** proceed with entire export process, including payment of all costs of shipping, export, insurance, documentation charges of exporting the gold dore bars from Accra, Ghana to Buyer's Refinery, being this whole operation aided and accompanied by Seller. Seller assumes no responsibility during shipping.

**2.3-a) NETSOFT SYSTEM LOGTISTICS** will be responsible to transport and insuring the gold to Kotoka International Airport, Accra for delivery to the airline.

**2.3-b)** The exporter and the Overseas Buyer shall be responsible for the insurance and airfreight charges of the gold to be exported from the KIA.

- ❖ **Buyer** agrees to pay for Seller's Entry Visa/hotel/food expenses to and in the Country of Destination for a business stay of 3 to 7 working days, (Visas issued to the Seller is a maximum of 10 days).

## 3<sup>rd</sup> . step

**3.1.** Gold Dore Bars will then delivery to the Buyer's Refinery, through reliable shipping company **NETSOFT SYSTEM LOGTISTICS** according to Buyer's instructions.

**Seller** or his Representative may accompany the goods and will witness until will paid in full via By a Wire Transfer.

**3.2.** Buyer pays in full within 48 to 72 hours after final assay report Buyer's Refinery via wire transfer to Seller's account in accordance with the SPA.

**3.3.** After Seller having the confirmation from his bank that the funds are available, buyer will immediately take possession of the gold and change of ownership will be made in buyer's favour.

**3.4. Seller** 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). 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.

**3.5.** After each delivery of gold **Seller** sends to Mandate - Mário Montez copy of the payment voucher commissions and copy of final assay report buyer's refinery.

**3.6.** 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**

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 / 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) Dore Bars to the Buyer's custody as the new owner.

\* All front expenses will be paid by the buyer prior to shipping and the export taxes and every other expense which buyer paid from the country of origin must be deducted from the total purchasing price of the whole quantity after refining.

## **DELIVERY TERMS**

For all TRANCHES the goods shall be conveyed to **NETSOFT SYSTEM LOGISTICS** by Seller in accordance with the date affixed in "SCHEDULE OF SHIPMENTS" this Contract.

**Seller** will deliver the gold at Seller's expense **NETSOFT SYSTEM LOGISTICS** in Accra, Ghana.

**Seller** is responsible for all security and full insurance coverage to deliver the all tranches of Gold to **NETSOFT SYSTEM LOGISTICS** in Accra, Ghana.

**Buyer** will pay for the cost of assay & testing fees and is responsible for all costs of shipping, export, insurance, documentation charges and all duties from **NETSOFT SYSTEM LOGISTICS** in Accra, Ghana to Buyer's destination.

FROM N.S.L. FACILITIES TO KOTOKA INTERNATIONAL AIRPORT (KIA) VIA:

- \* REFINERY/SHIPPING COMPANY NAME : **NETSOFT SYSTEM LOGISTICS**
- \* ADDRESS :
- \* CONTACTS :

FROM AIRPORT (KIA) TO BUYER'S DESTINATION (F.T.Z.) THROUGH RELIABLE COMPANY

- \* AIRLINE/SHIPPING COMPANY NAME :

**Buyer** will pay all duties taxes, customs clearance, VAT taxes in airport of destination and security transport from airport destination to the refinery:

- \* REFINERY NAME : (To fill by Buyer)
- \* ADDRESS :
- \* COUNTRY :
- \* CONTACTS :

The **Seller** agrees to have available exclusively for the buyer a minimum of **000kg/Monthly**.

The **Seller** further declares that his unrefined/part refined AU to be supplied for refining is already at least **95%** in purity.

Seller through Seller Mandate shall notify the Buyer Five (5) days prior to delivery for any non-scheduled shipment delivery.

Applicable local / international; internal holidays, bank holidays and/or religious holidays are exempt, anticipated and are understood by the Parties hereto as related to any delays and/or temporary stoppage in Sellers ability to shipment or make delivery of the Gold (AU) Doré Bars and in Buyers ability to receive or make processing of the Gold (AU) Doré Bars delivered.

Year-end stoppage of schedule of Gold (AU) Doré Bars deliveries by the Seller and collection by the Buyer between the days of; 15TH December thru till the 15TH January for the term of this Agreement and any rolls and extensions.

## **DOCUMENTS**

Each sale shall be identified with all appropriate contract reference codes and numbers. Seller must provide the following documents to Buyer:

- A)** Two originals of Commercial Invoices in favour of the Buyer.
- B)** Certificate of Origin and Ownership.
- C)** Declaration that the product is free and clear and of non-criminal Origin, unencumbered and free of any liens, transferable and Exportable.
- D)** Gross weight and net weight.
- E)** Buyer to inform Seller of any additional documentation and information on these documentation needed by Buyer including the Commercial invoices.

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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 LOGISTICS 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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