

IN THE NAME OF GOD

**CONTRACT NO.: AAC-xxxxxxxxxxx-10/03/\_\_\_\_\_**

**1,000 METRIC TONS ALUMINIUM SOWS**

**BETWEEN**

**ALMAHDI ALUMINIUM CO. (AAC)**

**AND**

**XXXXXXXXXXXXXXXXXXXXXXXXXXXX**

**DATE: xx/xx/2024**

(( In The Name of God ))

Almahdi Aluminium Co. (AAC)  
Persian Gulf Mining and Metal Industries  
Special Economic Zone  
Km 18 Shaheed Rajaei Port Road  
Bandar Abbas, Iran  
Tel: +98 76 33 59 51 00 - 10  
Fax: +98 76 33 59 51 11

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XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXXXX

Tel : XXXXXXXX

Fax: XXXXXXXX

**Seller:** ALMAHDI ALUMINIUM CO., BANDAR ABBAS, IRAN, hereinafter called Seller, agrees to sell.

**Buyer:** XX,  
hereinafter called Buyer, agrees to buy.

**1. Material:** Unalloyed Primary Aluminum.

**2. Quality:** Grade **P1020. Aluminum %99.70 Min.** & **P1015. Aluminum %99.75 Min.** Standard limits impurities for Si. 0.10% and Fe 20% for (99.70) and Si. 0.10% and Fe 15% for (99.75) according to attached specifications .

**3. Shape:** Sows with approximately piece weight of 1,000 lbs.

**4. Packing:** in loose condition without any packaging.

**5. Origin:** Islamic Republic of Iran (IRI).

**6. Quantity:** **1,000 MT ± 2% Shipping Tolerance**  
(One thousand Metric Tons plus/minus Two percent)

**7. Weight:** Final weight as per weighbridge of Almahdi Co. for FCA and as per weighbridge of Shahid Rajaei Port Special Economic Zone **(S.E.Z) Customs for FOB.**

**8. Shipment Time:** 7 days after (each) receipt Payments and the quantity is based on the paid amount.

Shipment(s) time and Quantity for (each) month **could be changed** by mutual written agreement.

**9. Terms of Shipment:**

- By Vessel in Clean and Fault Free Container shipment for FOB delivery, the **Buyer** receives the aluminium sows at the Stevedore's warehouse in Bandar Abbas, Shahid Rajaei Port.
- Or by Carriers for FCA delivery, the **Buyer** receives the aluminium sows at the **Seller's** warehouse in Bandar Abbas.

**Note:** In case of delay, costs & warehouse charges shall be borne by the **Buyer** (after **7 days** of Warehouse Holding Certificate (WHC) issuance).

- Partial shipment is allowed at **Buyer** option.

- **Notification of Readiness (NOR):** The **Seller** shall notify the **Buyer** of the readiness of cargo for shipment as sample shown in **Annex 2**.

The Aluminium delivery (**Seller** Warehouse at Bandar Abbas for FCA / Stevedore Contractor Warehouse at Shaheed Rajaei Customs, Bandar Abbas for FOB) will be arranged **within 7 days** after NOR and receiving Shipping Instruction.

- **Shipping Instruction:** After NOR is tendered, the **Buyer** shall (**maximum 1 week** after NOR) send Shipping Instruction to the **Seller** by fax or email notifying of the contract number, description of commodity, quota, quantity, Shipping agent's details, Consignee, Notify Party and Port of Discharge as sample shown in **Annex 2**.

**FCA Conditions:**

- The **Buyer** shall arrange and present Carrier's nomination to the **Seller**.

**FOB Conditions:**

- The **Buyer** shall arrange and present Container's Booking no. to the **Seller**.

**10. Load Port / Place:**

Bandar Abbas (Shahid Rajaei) / Iran for FOB or the **Seller's** Site (Almahdi Co.) Bandar Abbas / Iran for FCA.

**11. Inspection:  
(optional)**

The **Buyer** has the rights to arrange for inspection activities and the cost of inspection shall be borne by the **Buyer**.

**12. Terms of Delivery:  
(on Buyer Option)**

**FOB** (Free on Board) Bandar Abbas-Iran, stowed / lashed / secured in containers.

The Aluminium sows is delivered to Seller / Stevedore Contractor's Warehouse at Bandar Abbas by Seller.

**Remark:** THC & BL Fee should be paid by the **Buyer**.

And / or

**FCA** (Free Carrier) Bandar Abbas (the **Seller's** site)-Iran, stowed / lashed / secured in Carriers for Export.

**13. Quotational Period:** (Q.P) **Average** of LME Official Price Cash Seller & Settlement (offer) during the **Five working days after Almahdi Weighbridge Date of the first truck** of Aluminium sows in **the first loading day of Aluminium sows (FCA)** and the **Five working days after date of issuance of Aluminium Bill of Lading (BL) (FOB)**

**14. Price:** Q.P in USD plus a premium of **US\$ xxxx Per MT. (99.70)** and Q.P in USD plus a premium of **US\$ xxxx Per MT. (99.75) (FOB /FCA)**

**Remark 1:** The **Buyer** is responsible to provide BL (FOB) within **7 days after loading date, otherwise Weighbridge Almahdi of the first truck of Aluminium sows** in the first loading day of Aluminium sows issued by **Weighbridge of Almahdi**

**15. Payment:** **100% Cash** payment shall be made by Telegraphic Transfer (T/T) within **7** working days in accordance of **Seller Payment Instructions** in favor of Seller and /or of third party (at Seller's Option).

**Remark 1:** Aluminium Sows to be released against Buyer's notification (SWIFT/Bank Note/Receipt copy) by email/fax and after confirmation of payment receipt.

**Remark 2:** Payment cost (Handling Fees, Payment Charges and other Charges) will be paid **by the Buyer**.

**Remark 3:** Other **grades of Aluminium Sows could be delivered** by mutual acceptance.

**16. Exchange Rate:** (if any) The Exchange Rate shall be according to Xe.com (<http://www.xe.com>). The effected (payment) date for USD is 3.67 for AED.

- 17. Delay Penalty:** **Payment:** In case of payment delay as per **Payment Clause** Buyer shall pay **2.5%** of the total amount of the same payment for **each 30 days**.
- 18. Final Settlement:** The balance and final calculations between Payment(s) and Shipment(s) shall be done after payment(s) / issuance of Invoice(s) and the Discrepancy (less or more) shall be calculated for finalization (or next Shipment(s), Contract if any) and the differences in value shall be settled, by either party, by TT, within 10 days, after the difference is known / Aluminium Sows Invoice(s) has been issued.
- 19. Warehouse Holding Certificate (WHC):** Warehouse Holding Certificate is to confirm that upon fulfillment of the **Buyer's undertakings to the Seller**, within the framework of this contract and that it will be moved / shipped only in strict accordance with the Buyer's written instructions. Additionally, Warehouse Holding Certificate confirms that all the approvals / licenses are in order and that material is Customs cleared for export.  
The **Seller** shall present copy of Warehouse Holding Certificate issued by the **Seller** (for FCA) / Stevedore Contractor Co. (for FOB) to the **Buyer** that shows the delivery is done.  
  
The **Buyer** shall arrange the nominated transportation company to ship the Aluminium Sows within 1 week after WHC dated, otherwise the delay will be in the **Buyer's** responsibility and account.
- 20. Required Documents:** **A) Export Documents:**  
- Warehouse Holding Certificate issued by the **Seller** (in FCA) / Stevedore Contractor Co. (in FOB).  
- Commercial Invoice issued by the **Seller**.  
- Export Permit issued by Customs.  
- Cargo Loading Supervision Certificate issued by Customs.  
- Export Terminal Tally issued by Ports and Shipping Organization.  
- Packing List issued by the **Seller** / Stevedore Contractor.  
  
Aluminium Sows **Export Documents** will be **receipt** by transportation company that the **Buyer** organize the shipment with.  
  
**B) Shipping Documents:**  
- Commercial Invoice issued by the **Seller**.  
- Packing List / Analysis issued by the **Seller**.  
- Certificate of Origin issued by the **Seller** / Chamber of Commerce in duplicate (if needed).  
  
Bill of Lading will be taken by the **Buyer** from transportation company that the **Buyer** organize the shipment with.

The **Seller** shall courier the shipping documents to the **Buyer** immediately following each shipment.

**21. Bank Address:**

Payment can be made by any Payment Instruction by the **Seller** to the **Buyer** in favor of the **Seller** to the below account numbers (to be advised) and/or the **Seller** and/or third party's account with providing the SWIFT / Bank Note / Receipt copy by the **Buyer** and copy of supporting document (P/Invoice & etc.) by the **Seller**.

**Beneficiary** : \_\_\_\_\_

**Account No.** : \_\_\_\_\_

**Bank Address** : \_\_\_\_\_

Branch: \_\_\_\_\_, Code: \_\_\_\_\_

City: \_\_\_\_\_, Country: \_\_\_\_\_

**SWIFT/BIC Code** : \_\_\_\_\_

**IBAN** : \_\_\_\_\_

**22. Quality & Weight Complaint:**

Any Complaint on Quality or Weight to be settled by the **Seller**.

**23. Force Majeure:**

Either party shall be relieved of these obligations and responsibilities under this contract if the performance of this contract is wholly or partially prevented and / or delayed by act of GOD or any other causes beyond the control of either party, such as fires, floods, strikes, riots or civil commutations, epidemics, war and acts of government etc. Either party shall promptly give notice to the other party of any force majeure event affecting its obligation under this contract along with documentary evidence such as a certificate from chamber of commerce or of any other competent authority connected with the cause. If such a notice is given the obligation and responsibilities of the party giving such notice as well as the corresponding obligation and responsibilities of the other party shall be relieved to the extent made necessary by and during the continuance of force majeure.

**24. Arbitration:**

a) The parties shall endeavor to settle any and all disputes arising out of relating in, or in connection with this contract first through amicable negotiation and in good faith.

b) In the event that such dispute is not settled within thirty (30) days from the receipt of a notice sent pursuant to paragraph an above by either party to the other, then the same shall be settled through arbitration by **Arbitration Center of Iran Chamber**, in accordance with the Rules of this Center. The verdict issued by Arbitration Center of Iran Chamber is final and binding for both parties.

- 25. Contractual Law:** This contract shall be interpreted, enforced, governed by and construed in accordance with the laws of the Islamic Republic of Iran.
- 26. Title and Risk:** Title will pass from the **Seller** to the **Buyer** when the Aluminium sows is placed at the disposal of the **Buyer** as per clause WHC basis in Stevedore Contractor Warehouse at Shahid Rajaei Customs, Bandar Abbas (for FOB) and will pass from the **Seller** to the **Buyer** when the Aluminium sows is placed at the disposal of the **Buyer** as per clause WHC basis in the **Seller's** Site (for FCA).
- Risk will pass from the **Seller** to the **Buyer** when the Aluminum sows placed on Shipboard at the Port of Loading (for FOB) and/or when the Aluminum sows placed on truck coordinated by the **Buyer** (for FCA).
- 27. Miscellaneous:** This agreement shall be binding to the parties hereto, their successors and assignees. Neither party shall assign or otherwise dispose of any interest or obligation under this agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld. This Contract represents the entire agreement of the parties respecting the subject matter hereof and may not be altered, amended or varied except by a writing signed by both parties hereto. No waiver by a party of any breach of contract by the other party shall be considered as a waiver of any subsequent breach of the same or any other provision of this agreement.
- 28. Incoterms:** Incoterms 2023 edition including subsequent amendments as applicable on the date of this contract shall apply.
- 29. Taxes and Duties:** At the load port, any / all taxes, duties, consular fees or any other costs and charges for export of cargo to be for the **Sellers'** account.
- 30. Termination:** **By the Seller:** If at any time the **Buyer** fails to conduct and observe all the contractual terms and condition as well to comply with its obligations, the **Seller** has the right to terminate the Contract within **Fifteen** days (15) after written notice thereof has been given by the **Seller** to the **Buyer** without any obligation or liability to the **Buyer** under this contract.
- In this case the losses will be calculated by the **Seller** and deducted from the **Buyer's** account / balance.
- 31. Duration of Contract:** The total duration of the contract is up to **Six (6) months from the date of Effective date.**

The Effective Date is the **date of signing** the Contract.

**Remark1** : Duration of the contract could be increased up by mutual written agreement.

**Buyer**

xxxxxxxxxxxxxxxxxxxxxxxxxxxx

xxxxxxxxxxxxxxxxxxxx

**Seller**

**Almahdi Aluminium Co.**

**Hamid Rajabpour**

**Managing Director**

**Name:**

**Title:**

**Signature:**

**Company Stamp:**

**Mojtaba Gharavi**

**Chairman of the Board**

**Signature:**

**Company Stamp:**



**Annex. No. 2**

**Shipping Instruction**

**Subject: Shipment \_\_\_\_\_ MT Aluminium Sows – Part \_\_\_\_\_**

**Contract No.: AAC-xxxxx-10/03/\_\_\_\_\_**

<b>1. Shipper:</b>	Name: Address: Tel: Fax:
<b>2. Consignee:</b>	Name: Address: Tel: Fax:
<b>3. Notify:</b>	----- ----- -----
<b>4. Description of Goods:</b>	Primary Unalloyed Aluminium (AL99.70% / AL99.75%)
<b>5. Port / Place of Loading:</b>	Bandar Abbas / Iran.
<b>6. Port / Place of Discharge:</b>	----- & -----
<b>7. Quantity:</b>	--- MT
<b>8. Shipping Co's Agent in Iran:</b>	Name: Address: Contact Person: Tel: Fax: Email:

Name: -----

Title: -----

Signature:

Company Stamp: