

DATE: 13/06/2022**CONTRACT NO: 0024/06/ 2022****SELLER:****KURUM INTERNATIONAL SHA****KOMBINATI METALURGIK BRADASHESH, ELBASAN. ALBANIA****V.A.T NO : K02727230T****Tel :+35554256500 fax :+54256500****BUYER/CONSIGNEE:****EUROENERGY RIJEKA D.O.O****RIJEKA, PUL VELE CRIKVE 1, CROATIA****TEL : +385 95 2333 300 EMAIL director@euroenergy-rijeka.hr****V.A.T NO : OIB 66491824000**

Buyer/Consignee agrees having bought and Seller agrees having sold the material mentioned here below subject to following terms and conditions.

1- MATERIAL :

1. 32 MM Reinforced steel rebar B500B- 4300 Metric ton (+/- 10 %)
2. 25 MM Reinforced steel rebar B500B- 4300 Metric ton (+/- 10 %)
3. 20 MM Reinforced steel rebar B500B- 4300 Metric ton (+/- 10 %)
4. 16 MM Reinforced steel rebar B500B- 4300 Metric ton (+/- 10 %)
5. 12 MM Reinforced steel rebar B500B- 4300 Metric ton (+/- 10 %)
6. 10 MM Reinforced steel rebar B500B- 4300 Metric ton (+/- 10 %)
7. 8 MM Reinforced steel rebar B500B- 4300 Metric ton (+/- 10 %)
8. 5.5 MM Wire Rod Coil SEA1800 - 5000 Metric ton (+/- 10 %)
9. 12 MM Wire Rod Coil SEA 1800 - 5000 Metric ton (+/- 10 %)

2- SIZE BREAKDOWN/PRICE:

1. 32 MM Reinforced steel rebar B500B- EUR 815/Mton
2. 25 MM Reinforced steel rebar B500B- EUR 815/Mton
3. 20 MM Reinforced steel rebar B500B- EUR 815/Mton
4. 16 MM Reinforced steel rebar B500B- EUR 815/Mton
5. 12 MM Reinforced steel rebar B500B- EUR 815/Mton
6. 10 MM Reinforced steel rebar B500B- EUR 815/Mton
7. 8 MM Reinforced steel rebar B500B- EUR 815/Mton
8. 5.5 MM Wire Rod Coil - EUR 880/Mton
9. 12 MM Wire Rod Coil - EUR 880/Mton

Total contract value : EUR : 33.331.500 (+/-10%)

3- LOADING PORT:

ANY PORT OF DURRES- ALBANIA

4-DISCHARGING PORT:

ANY PORT OF RIJEKA

5- DELIVERY :

LATEST BY OF 31/07/ 2022

6- DELIVERY TERMS:

FOB ANY PORT OF DURRES - INCOTERMS 2020

7- PAYMENT :

%100 WILL BE PAID BY AT SIGHT LETTER OF CREDIT ISSUED FROM
(FIRST CLASS BANK) AND CONFIRMED FROM
(FIRST CLASS BANK)

ALL BANK CHARGES OUTSIDE ALBANIA ARE ON BUYER COST

ALL BANK CHARGES WITHIN ALBANIA ARE ON SELLER'S COST

8- REQUIRED DOCUMENTS:

The below documents to be scanned and sent by email within 5 working days after shipment date and the originals to be couriered within 5 working days as per Buyers instructions:

1. BENEFICIARY'S SIGNED COMMERCIAL INVOICE IN 1 ORIGINAL AND 2 COPIES.

+2. FULL SET (3/3) ORIGINAL AND 3 NON-NEGOTIABLE COPIES OF CLEAN ON-BOARD BILLS OF LADING CONSIGNED OR ENDORSED TO ORDER OF FIMBANK PLC., MARKED FREIGHT COLLECT AS PER CHARTER PARTY AND NOTIFY:,T: (+356) 2359 6000 | F: (+356) 2157 6511 | E:

+3. CERTIFICATE OF ORIGIN ISSUED BY THE CHAMBER OF COMMERCE AND INDUSTRY ELBASAN- ALBANIA STATING THE ALBANIAN ORIGIN OF THE GOODS IN 1 ORIGINAL AND 3 COPIES.

+4. MILL TEST REPORT (MTR) OR MILL TEST CERTIFICATE (MTC), ISSUED BY THE BENEFICIARY CONFIRMING THAT THE RESPECTIVE GRADE OF REBAR CONFORMS TO STANDARDS AND SHOWING THE ACTUAL SPECIFICATION RESULTS IN 1 ORIGINAL AND 2 COPIES.

+5. PACKING LIST IN 1 ORIGINAL AND 2 COPIES.

+6. CERTIFICATE OF QUANTITY OR DRAFT SURVEY REPORT ISSUED BY
IN 1 ORIGINAL AND 3 COPIES.

+9. EUR 1 CERTIFICATE IN 1 ORIGINAL AND 1 COPY.

+10. BENEFICIARY'S STATEMENT /DECLARATION STATING THAT ONE SET OF NON-NEGOTIABLE SHIPPING DOCUMENTS (AS PER ABOVE DOCUMENTS REQUIRED) HAVE BEEN FAXED/EMAILED TO APPLICANT **EUROENERGY RIJEKA D.O.O** WITHIN TWO (2) WORKING DAYS FROM SHIPMENT DATE. THE RELATED FASCIMILE TRANSMISSION REPORT/EMAIL COPY MUST BE PRESENTED FOR NEGOTIATION.

+11. BENEFICIARY'S SHIPMENT ADVICE SHOWING LC NUMBER AND ISSUANCE DATE, NAME OF COMMODITY DETAILS INCLUDING LOADED WEIGHT, NAME OF CARRYING VESSEL, B/L NUMBER AND DATE, LOADING AND DISCHARGE PORTS, AND ETA DISCHARGE PORT TO BE FAXED/EMAILED TO APPLICANT **EUROENERGY RIJEKA D.O.O** WITHIN TWO (2) WORKING DAYS FROM SHIPMENT DATE. A COPY OF THE RELATIVE FASCIMILE TRANSMISSION REPORT/EMAIL IS REQUIRED FOR TAKEN-UP OF DOCUMENTS.

Documents shall be in English language, other languages are acceptable on pre-printed forms, stamps, signs and formats, but associated with English translation. In contrary, these automatically shall not be taken in consideration and shall be considered and declared as invalid and not acceptable.

9-SURVEYOR COMPANIES&COSTS:

A) Inspectors; Cost and selection of the surveying company at the load port shall be mutually shared between Buyer and Seller.

B) Seller's Representatives;

-In such case, the Seller must inform the Buyer of the name of Inspection Company and the expert's name or the name of his representatives, **at least 1 day** before the arrival of the vessel by fax or email message.

C) Buyer's Representatives; Buyer **should**, at Buyer's expense, have its representatives present during all loading, survey and quality analysis at the load port. Buyer has right to send his representative for pre-inspection after signing the contract.

-The Buyer must inform the Seller **at least 7 days** before the relevant vessel arrival at loading port.

-All surveyors must be on board at the same time for draft surveying. After the launch of draft surveying by official surveyor, the others such as Owner's Seller's or Buyer's surveyors cannot participate the draft surveying. In case of any differences between the draft surveying reports, official surveyor's report is considered as valid.

10- DISPUTES REGULATION AND GOVERNING LAW:

Any controversy or claim arising out of, or, relating to the present Contract or any alleged breach thereof, shall be settled by amicable negotiations and friendly discussions between the Seller and the Buyer. In case the Parties shall not be able to come to an agreement within 30 days from the date of the first negotiations, then they will arise the conflict for resolve to arbitration as will be mentioned in the following.

All disputes, controversies, or claims arising out of, or in relation to, this Contract, including regarding the validity, invalidity, breach or termination thereof arising out of or in connection with the Contract, which cannot be settled by mutual agreement, shall be resolved by Arbitration, in accordance with the Swiss Rules of

International Arbitration of the Swiss Chambers Arbitration Institution in Force.

This seat of Arbitration shall be in Zürich (Switzerland) and shall consist of three (3) Arbitrators. Each party can choose separately one Arbitrator and the third one shall be chosen by the Swiss Chamber Arbitration. The language of arbitration shall be in the English language.

11- ENTIRE UNDERSTANDING:

This contract contains the full and complete understanding of the parties. No prior negotiation understanding or agreements whether oral or written are applicable hereto NOR shall they be used to explain or supplement this contract.

12- MISCELLANEOUS:

The Seller is obliged to obtain all export licenses and approvals necessary for export of the goods.

All costs are for Seller's account.

The Buyer is obliged to obtain all necessary import licenses in case that such are requested in the country of destination. All costs are for Buyer's account.

Any changes to the present contract will be binding for both parties on condition they were accepted in written form by both parties.

Neither party has the right without the consent of the other party to pass the present contract to a third party.

This contract has been drawn in English language in two originals, one for each party, having both texts the same validity.

In all correspondence both parties should refer to this contract number.

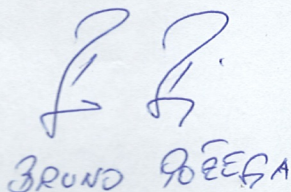
Signature of the present contract by fax is acceptable however parties have to exchange originals within two weeks from the contract date.

The present contract will come into force upon its signature by both Parties.

FOR AND ON BEHALF OF
SELLER

FOR AND ON BEHALF OF BUYER

EUROENERGY RIJEKA D.O.O


BRUNO RIEKA

Euroenergy Rijeka d.o.o.

RIJEKA, Pul Vele crikve 1
OIB: 66491824000

KURUM INTERNATIONAL SHA

