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Handelsvermittlung
Handelsauskünfte
Dienstleistungen
Werbeagentur
Scrap Metal
Cement, Urea & Zucker*

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Date: 00.00.0000

PAZARLADIĞIMIZ ÜRÜNLER HAKKINDA GENEL BİLGİLER.

Firmamızın **SternNET** firması aracılığıyla uluslararası normlar doğrultusunda pazarlamaya sunduğu Hurda demir, Çimento, Şeker ve Gübre ile ilgili genel bilgiyi aşağıda talep sahibi alıcıların dikkatine sunuyoruz..

Satın almak istediğiniz ürün talebinizin, tarafımızdan karşılanabilmesi için, yazışma ve istemleri piyasadaki uluslar arası ticari normların işlevselliği şekline dönüştürmemiz gerekir. Bunları sıralayacak olursak.

1. Almak istediğiniz ürün için teknik bilgi
2. Almak istediğiniz ürün için Talep formu (LOI) örneği.
3. Talebinizi karşılayabileceğimiz ürünün kalite bilgisidir.

Tüm yazışmaların mutlaka İngilizce yapılması gerekir. Ayrıca talebinizin bir yıllık ve her ay miktarının ne kadar olacağını belirtmeniz gerekir. Birlikte bu ürünün karşılıklı ticaretini yapabilmemiz için, size yollayacağımız tüm belgelerin ve yazışma örneklerinin tarafınızdan doldurulup, bize LOI, banka koordinatlarınızı, akreditifinizin çalışma şeklinin belirtilmesi ve bankanızda BCL için, gerekli bilgilerin yazılması gerekmektedir. Biz de satışa sunduğumuz ürünün Teknik bilgilerini, sertifikasını ibraz edeceğiz. Akabinde sözleşmeyi imzalanmış şekliyle yollayacağız. Sizde onaylayıp, bir nüshasını kendinize, bir nüshasını da bize geri yollayacaksınız. Bu bilgiler ışığında, bankalarımızda işlemlerini bitirmiş olacaklardır. Böylece; alıcının talep ettiği ürünü, uluslararası denetleme kurulu olan, (SGS) in onayıyla arz etmiş oluyoruz.

Letterhead from Buyer

Date:/..../ 2008

LETTER OF INTENT_ (Cimento icin LOI)

TO	
FROM	

We, hereby state and represent that it is our intention to purchase, and we hereby confirm that we are ready, willing and able to purchase the following commodity as per the specification and in the quantity and for the price as specified in the terms and conditions as stated below.





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COMMODITY	Grey Portland Cement 42.5
ORIGIN	CENTRAL EUROPE
SPECIFICATION	According to British Standards 12/1996 or ASTM C-150
COMPOSITION	SIO2-21.00/A1203-5.30/FE203-3.30/CAO-65.60/MGO-1.10/SO3-2.70/LOI-0.90/C3S-60.00/C2S-15.00/C3A-8.05/C4AF-9.76

QUANTITY	0.000.000.MT year
CONTRACT LENGTH	ANNUAL CONTRACT
LOADING PORT	As per supplier
DESTINATION PORT	Malın hangi limana ineceği yazılacaktır.

TARGET PRICE	CIF US\$. 00.00\$. MT
SHIPPING TERMS	CIF
DELIVERY TIME	starting of loading 35/45 days after active payment instrument

INSPECTION	Quality, Quantity, Weight by SGS at seller's cost at loading port.
PAYMENT	by Promissory Note or Bank guarantee issued and endorsed by Buyer's bank
P.BOND	2% to be submitted by seller
LOI VALIDITY	14 days from the date of issuance

The Buyer is of the understanding that any and all offers and/or contracts are subject to successful Seller verification of funds and that said Seller thus has written permission to conduct a soft probe of the Buyer's account.

The following table is for Buyer's information and banking details:

Company Name	
Company Address	
Director	
Telephone	
Fax	
E-mail	
Company Bank	
Bank Address	
Bank Complete Telephone Number	
Bank Complete Fax Number	
Bank SWIFT/ABA/Routing Number	
Bank Account Number	
Bank Account Holder	





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PORTLAND CEMENT 42.5R

- Portland Cement 425 According To the Following Specifications: Portland Cement Din En 196 Item Slated Unit Cem 42, 5 R
- Expansion (Le Chatelier) 0.9 % Minimum
- Fineness, Air Permeability Cm²/G 3560
- Setting Time - Beginning 125 Min - End 170 Min
- Added Water 26.4 %
- Compressive Strength / 2 Days N/Mm² 25,4
- Compressive Strength / 28 Days N/Mm² 60,5
- Loss On Ignition 2.43 %
- Chloride Content 0.012 %
- Insoluble Residue 0.42 %
- Sulfur (As S03) 1.61 % Na₂O 0.13 % K₂O 0.40 %
- Alkali Content Na₂ + K₂Ox0, 658 5 0.39
-

VERTRAGSENTWURF OHNE RECHTLICHE BINDUNG, SALES AND PURCHASE CONTRACT P O R T L A N D - C E M E N T 4 2 , 5 R

The parties named above have concluded this contract of sale as follows and agree to all terms as stated. The buyer agrees and makes an irrevocable commitment to purchase 0.000.000 Metric Tons (+/-5%) of Portland Cement 42,5 R or equivalent to British Standard at a rate of USD \$ 00,00 (US Dollars) per Metric Ton CIF Iraq or other destinations (by buyer's choice), and the seller certifies that it can fulfill the requirements of this contract and provide the product as mentioned herein as per the delivery schedule specified in this contract. The Buyer and the Seller hereby agree to honor this contract fully under the following terms and conditions:

CLAUSE 01 – PRODUCT QUALITY & SPECIFICATIONS:

The Portland Cement 42,5 R or equivalent to British Standard which is being supplied, hereinafter referred to as “goods”, shall meet the following Specifications: Specification attached as amendment 1

CLAUSE 02 – PRICE AND QUANTITY:

PRICE : USD 00,00 (US Dollars) per Metric Ton.

QUANTITY OF GOODS: 000,000 Metric Tons (+/-5%) x 12 months.

SHIPMENT : within 30/40 days from receipt by Seller's Bank of a active Promissory note or Bank Guarantee or Standby LC.

DESTINATION : TOTAL CONTRACT VALUE: USD (one USD)





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CLAUSE 03 – CONTRACT PERIOD AND DELIVERY SCHEDULE:

Minimum tonnage to be delivered per month: 000,000 Metric Tons in shipments of min. 00.000 MT up to max. 00.000 MT, subject to shipping availability and infrastructural conditions on the off loading ports chosen by the Buyer. Bigger vessels by BUYER'S demand.

CLAUSE 04 – PAYMENT INSTRUMENT:

Payment will be in USD and guaranteed by a Promissory note, Bank Guarantee or Standby LC in amount of 0,000,000 USD \$ +/- 5%, covering the value of one month shipment and for the first 11 months buyer pays by wire transfer after cargo arrives at destination port and only for last shipment seller use the above payment instrument. Any deviation from the above payment terms is subject to acceptance by the SELLER. No responsibility can be claimed by the BUYER in the event that acceptance of Promissory note, Bank Guarantee or Standby LC is refused by the bank.

- 1 The BUYER and the SELLER agree that partial shipment is allowed.
- 2 The BUYER and the SELLER agree that transshipment is not allowed.
- 3 All bank costs from BUYER'S bank to SELLER'S bank are for the SELLER'S account.
- 4 The BUYER undertakes to send to the SELLER a draft copy of the proposed Promissory note, Bank Guarantee or Standby LC for SELLER'S acceptance before opening active Promissory note, Bank Guarantee or Standby LC.

CLAUSE 05 – PERFORMANCE BOND GUARANTEE:

The SELLER shall issue a 2% Performance Bond of contract value to the BUYER'S BANK as a Performance Bond Guarantee according to contract procedures stipulated in clause 15. SELLER undertakes to send to the BUYER a draft copy of the proposed Performance Bond Guarantee.

CLAUSE 06 – DELIVERY TERMS:

LOADING PERIOD : Within 30/40 days of receipt of BUYER'S payment instrument at the counters of the SELLER'S bank the first shipment shall be loaded. Any subsequent shipment shall be effected as instructed by the buyer and as per mutually agreed delivery schedule.

DELIVERY TERMS:

INSPECTION : Pre-Inspection of cargo shall be carried out by SGS at port of loading at SELLER'S expense. Counter inspection can be carried out by SGS at Buyer's costs. SGS shall issue a complete report verifying quantity and quality.

OTHER CONDITIONS RELATING TO DELIVERY:

* The date of the bill of lading shall be considered the date of shipment. Third party's bills of lading are acceptable.





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* Within 72 hours after the vessel's departure from port of loading, the seller's shipping agent shall advise the buyer shipping agent of the following: Vessel's sailing date, name of the steamship, number of the vessel, name of the vessel, name of the ship's captain, tonnage of the vessel, ocean bill of lading number, flags of the vessel, net quantity loaded, number of hatches on the vessel, estimated time of arrival at port of discharge.

* Ship must be technically "fault free" and correspond to be available at the port of discharge.

* Minimum discharge rate shall be 1,500 MT per working day. Demurrage is incurred if discharge rate is not achieved and is charged to the account of the buyer. Sundays and Holidays are excluded. Times preceding to 08:00 hours on a day succeeding any holidays are excluded, even if used.

* Whether in berth or not, whether in port or not, whether in free practice or not, whether customs cleared or not, vessel hatch opening and closing shall be performed under crew responsibility, control, and account. Max allowed draft at disport thirty feet. Disport agent: buyer's agent.

* No demurrage is payable if the vessel is discharged at a rate greater than average.

* Demurrage or speed of dispatch to be settled by the BUYER and the SELLER within three International Banking days from the receipt of the vessel's master invoice. Vessel Master shall issue Master invoice within 6 standard business hours.

* The SELLER retains the right to delay or cancel further shipment if the BUYER fails to pay demurrage charges for any shipment.

* Geared or gearless vessel allowed.

* The SELLER must provide written alert to BUYER within 24 hours after receipt of notice that vessel transporting the goods has experienced damage, peril, loss, or accident and this shall not release the SELLER of fulfilment of this obligation.

CLAUSE 7 – PRODUCT INSURANCE: Seller is responsible for insurance of 110%.

CLAUSE 8 – DOCUMENTS DOCUMENTS REQUIRED FOR PAYMENT:

• Commercial invoice in 03 original and 03 copies duly signed indicating the description of goods, quantity, unit price, total value.

• Ocean Bill of Lading - 3 original and 3 non-negotiable copies of full set of Ocean Bill of Lading "Clean on Board" marked "Freight Prepaid" and issued to the order of Confirming Bank and notify:(as the BUYER request)

• Certificate of Origin - 3 copies (One signed Original and two signed copies) of the Certificate of Origin issued and endorsed by the Chamber of Commerce from the country of dispatch.

• SGS Certificate - 2 original and 2 copy of SGS Certificate for quality and quantity issued at port of loading showing name of carrying vessel, sailing date and port of discharge, weight loaded.





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- Health certificate issued by relevant authorities; Certificate of radiation issued by relevant authorities; certificate of fumigation issued by relevant authorities.
- Certificate of cleanliness of holds issued by relevant authorities.
- * Full set of Insurance Policy for at least 110% of invoice value, blank endorsed showing claims if any payable at destination country in invoice currency covering Institute Cargo Clauses(A)
- * Beneficiary's Certificate confirming copies of the shipping documents were sent by DHL or similar courier service to the nominated address
- * Courier Receipt proving copies of shipping documents have been sent to the above address

CLAUSE 9 - OBLIGATIONS OF THE SELLER:

- * The SELLER will dispatch to the BUYER the goods within 30-40 days after the BUYER'S Promissory note, Bank Guarantee or Standby LC is registered at the counters of the SELLER'S bank. SELLER provides Performance Bond according clause 5
- * The SELLER will deliver the BUYER the goods in the quantity and quality according to this contract.

The SELLER sells the goods on a CIF basis.

CLAUSE 10 - OBLIGATIONS OF THE BUYER:

- * The BUYER will effect payment pursuant to clause 4 of this contract.
- * The BUYER will establish a Promissory note, Bank Guarantee or Standby LC as specified in clause 4. Should the BUYER fail to open said Promissory note, Bank Guarantee or Standby LC within the 7(seven) day period the SELLER shall have the right to cancel this contract. The SELLER accepts no responsibility for any costs the BUYER may have incurred should the contract be cancelled under this clause.
- * The BUYER certifies that he/she has secured any import permits or government permission to import the goods into the country of the port of discharge. The BUYER shall be responsible for the payment of all taxes, discharging expenses, demurrages and import duties at any destination ports.

CLAUSE 11 - ACCEPTANCE AND DELIVERY GUARANTEES:

The SELLER will inform the BUYER in writing about the date the vessel carrying the goods will depart.

- * In the event of discrepancies regarding quantity and quality of the goods, the BUYER shall claim against SGS for any such discrepancy.
- * The SELLER guarantees delivery of goods to ASWP.





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* This contract guarantees that the SELLER will deliver to the BUYER the goods in the quantities and quality, mentioned above pursuant to the terms and conditions of this contract. In the event of a dispute as to the quality received by the BUYER, the buyer shall first lodge claim against SGS. If any discrepancy is considered to have been caused by the SELLER, the BUYER shall inform the SELLER in writing within 48 hours after completion of the off-loading at port of discharge. Disputes relating to quality and quantity delivered shall be settled by negotiation, failing which the parties hereby agree to settle such disputes through arbitration by the International Chamber of Commerce.

CLAUSE 12 - RESPONSIBILITY FOR NON-PERFORMANCE:

* In the event the SELLER has not delivered the contracted quantity of goods within 50 days for the first shipment, regardless of the reason of non-delivery, unless Force-Majeure circumstances has occurred, the BUYER shall have the right to request PB amount and the Contract will then be considered cancelled.

* In the event that the BUYER should terminate this contract without just cause or reason, unless Force-Majeure circumstance has occurred, the BUYER shall be liable to the SELLER for 2% of the non-purchased goods value. The BUYER shall pay to the SELLER such penalty fees within 5 banking days from the date of the written advice from the SELLER. The penalty fees are bank guaranteed by buyer's bank.

* The parties will not be liable for partial or complete failure to execute their obligations under this contract if the said failure is caused by unforeseen circumstances, such as: severe weather conditions and other actions of nature, acts of the government, war, strikes, riots or other forces beyond control of the parties if the above mentioned circumstances directly affect the fulfilment of this contract. The parties shall be obliged to immediately advise each other should any delay arise from any of the causes referred to. The SELLER acknowledges that the BUYER'S own performance to its end users is time critical and the BUYER is therefore entitled to elect whether to accept the delays or cancel the contract within seven (7) days after having knowledge of any delay.

Within such events, the fulfilment of the contract obligations will be extended for an agreed period within which such circumstances last if the BUYER so elects.

* Certificates issued by a local Chamber of Commerce the ICC or other government institutions of the SELLER or the BUYER will be accepted by the parties as proof of force-major and its period.

CLAUSE 13 – MISCELLANEOUS:

* Any amendments and supplements to this contract will be valid only if made in writing and duly signed by authorized representatives of both parties. Each party will confirm immediately by mail, fax, or e-mail a receipt of a message of the other party.

* The parties will take all measures to settle all disputes or differences which may arise while performing this Contract. Disputes that cannot be settled through negotiations shall be decided by the

* The losing party shall pay all litigation cost including the third party lawyer cost.





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CLAUSE 14 – NON CIRCUMVENTION & NON DISCLOSURE:

The undersigned parties hereby accept and agree to the I.C.C. provisions of non-circumvention and non-disclosure with regards to all parties involved in this transaction. It is also agreed by the parties that any aspects relating to this transaction shall be kept strictly confidential and copies of this agreement shall not be freely distributed to parties not related to or directly involved in the successful conclusion of this contract. Any breach of this Clause may result in legal action being taken by the aggrieved party. The penalty for breach of this clause shall be determined by the ICC. The aggrieved party shall also be entitled to recover any and all legal costs they may incur, including travel costs to hearings or legal proceedings. This clause shall be in effect for a period not exceeding five (5) years from the date of this contract.

CLAUSE 15 PROCEDURES:

- 1 BUYER and SELLER sign the final version of the draft (soft) contract. The hard copy has to be issued, signed, and exchanged between the parties. After receipt of the hard copies the contract is officially activated.
- 2 BUYER'S bank issues Promissory Note, Bank Guarantee or Standby LC and send it directly to Seller's bank by email or fax and simultaneously SELLER'S bank issues guarantee of 2% Performance Bond and send it directly to BUYER'S bank Start of loading operation

CLAUSE 17 – EXECUTION OF CONTRACT:

Each of the parties to this contract represents that it has full legal authority to execute this contract and that each party us to be bound by the terms and conditions contained in the contract. This contract represents the entire agreement between the parties and any change will be made in writing, executed by both parties.

CLAUSE 18 – CONFIDENTIALITY:

The product offered for sale is subject only to the terms and conditions contained in this contract and are strictly confidential between the BUYER and the SELLER.

CLAUSE 19 – AMENDMENTS:

This facsimile or email contract signed by both the buyer and the seller is to be considered the original. No future additions/deletions or amendments are valid unless put forward in writing and signed by both the BUYER and the SELLER. No handwritten changes are allowed.





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CLAUSE 20 – GOVERNING LAW:

This Contract is a concluded, interpreted, performed and governed under the law of the United Kingdom.

Clause 21 – ARBITRATION:

The BUYER and the SELLER agree to attempt to resolve all disputes concerning the present Contract by amicable negotiations. All disputes arising out of or in connection with the present contract shall be finally settled in London, England, under the rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.

CLAUSE 22– CONTRACT SIGNATORIES:

In witness thereof, the parties have signed below to accept and approve all terms and conditions contained in this contract. From the date of signing of this Contract, all-previous respective negotiations and correspondence by telephone, fax, mail or e-mail are declared null and void. This Contract is not connected with other contracts of the SELLER and the BUYER, from which juridical or financial consequences may occur. This Contract is signed in two copies, each in English, one for each party both copies are authentic.

BUYER´S SIGNATURE AND SEAL	SELLER´S SIGNATURE AND SEAL
TITLE :	TITLE :
CITY :	CITY :
COUNTRY :	COUNTRY :
DATE :	DATE :

Seller's initial:

Buyer's initial:

APPENDIX NO.1

Specifications are as follows: Grey Portland cement for construction grade 42.5 R According to British standards 12/1996 or ASTM C-150-97





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Chemical composition:

Silicon dioxide(sio2)21.00
Aluminium oxide(a12o3)5.30
Ferric oxide(fe2o3)3.30
Calcium oxide(cao)65.60
Magnesium oxide(mgo)1.10
Sulphur trioxide(so3)2.70
Loss of ignition(loi)0.90
Tricalcium silicate(c3s)60.00
Dicalcium silicate(c2s)15.00
Tricalcium aluminate(c3a)8.05
Tricalcium alumino ferrice(c4af)9.76

Physical and mechanical properties: Blain cm²/gr 3.250 Autoclave Expansion 0.02 Initial setting time(vicat)105 minutes Final setting time(vicat)135 minutes Compressive strength @ 03 days 230 KG/cm² and @ 07 days 305 KG/cm² and @ 28 days 420 KG/cm² Origin of cement is seller's option Packaging:50kg bag in 1.5 ton polypropylene sling bags

APPENDIX No. 2 PROCEDURE AND TERMS:

1. Buyer shall issue Promissory Note, Bank Guarantee or Standby LC confirmed by the bank within 7(seven) working days after signing the hard copies of the contract
2. Seller shall issue through its bank PB 2% of contract value within 7 (seven) working days but simultaneously of Buyer's Promissory Note, Bank Guarantee or Standby LC .
3. The first shipment will commence no later than 40 (forty) days from date issuance of the operative Promissory Note, Bank Guarantee or Standby LC.
4. Upon clearance of funds, disbursement of funds received at the advising bank of the Seller to pay commissions, shipping fees and yard fees shall occur under Seller's mandate

APPENDIX No. 3.. DELIVERY SCHEDULE:

1. Delivery: Minimum of 00,000 MT per month of Grey Portland Cement commencing no later than xx nd of January xxxx with an initial estimated arrival date of no later than xx th of January xxxx and ending latest on xxst of January xxx
2. The first shipment will arrive no later than 55 days from date issued of the operative Promissory Note, Bank Guarantee or Standby LC. The remaining monthly consignments will be shipped in each 30 (thirty) days.

Loading Terms: The seller shall advise the Buyer not less that 30 (thirty) days before the planned delivery of each consignment so that the Buyer may take delivery. The Seller shall immediately notify the Buyer of any change to the delivery date that has been previously notified. The Seller's notification shall contain the following information:





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- a) Goods type, description, quantity and size
 - b) Date when the vessel should be made available for unloading.
 - c) Port from which delivery should be made for loading.
 - d) Vessel master is to advise Seller's agent at loading with the following detail vessel's name, flag, age, size, date of arrival, capacity, no. of hatches, no. of cargo holds, quantity loaded by hold and particulars of vessel readiness to effect cargo through all or part of the hatches.
 - e) Vessel master shall give 72/36/24 hours final notice of vessel's ETA at port of unloading to Seller's agent at port of unloading. Such notices given during office hrs., WIBON, WIPPON, WCCON, Lay time to commence from 1:00PM, if vessel's notice of readiness to unload is given before noon, and before from 8:00 Am next working day, if notice is given after noon.
3. Buyer to advise of desired port of discharge in destination country in sufficient time for Sellers & shippers to make the necessary arrangements. A second alternative port should be specified for delivery in the event there are problems in getting a ship berth for unloading at the preferred delivery port.

The rate of unloading is 1,500 MTW for 24hrs unless it is not possible at the discharge port. Time from 17:00hrs on Saturday to 06:00 hrs Monday or from 12:00 hours on Thursday to 06:00 hrs on the day succeeding such holidays are excluded, even if used. Shall the vessel be unloaded at less than average rate; the Buyer shall pay demurrage according to OP conditions, pro-rata for any part of the day.

Demurrage or dispatch at the port of unloading is to be settled by the Buyer within 5 banking days from receipt of vessel's master commercial invoice.

Shall the vessel be required to shift from one berth to another at port of unloading the time used in shifting shall not count as lay time. However, the cost of shifting shall be to the Buyers account.

4. Insurance of Goods for voyage is the Seller's sole responsibility.

5. The Seller shall not be liable in the extent that the Buyer avoidably delays the vessel at unloading port or fail to take delivery or the Seller is otherwise excused of a default by the Buyer or Force Majeure.

APPENDIX NO.4. OPERATIVE STANDBY LETTER OF CREDIT ISSUED VIA SWIFT (Page 1 of 2):

: 20 SLC N° ...
: 31C Date of issuance;.2005
: 31D Date and place of expiry:.2006 –
:32B Amount; US\$ (... as per contract N° ...dated ... 2005
: 40A Type; Irrevocable Non Transferable Standby Letter of Credit
: 41A Available; At our counters by payment
: 45 Goods: Ordinary Portland Cement 42,5 R
: 47A Conditions; We, Issuing Bank , with office at..., on behalf of our customer, Buyer..., hereby open our irrevocable, unconditional standby letter of credit N°..., in favour the herein named beneficiary, for an aggregate amount of US\$...(US Dollars). This Standby Letter of Credit will be available for payment only after...but before...upon presentation of documents, at our counters, as per field 78 below.
: 49 Confirmation instructions; None





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OPERATIVE STANDBY LETTER OF CREDIT ISSUED VIA SWIFT (Page 2 of 2):

: 50 Applicant Buyer
: 59 Beneficiary Seller
: 71B Charges and Commissions; All banking charges outside Issuing Bank are for the beneficiary account.
: 72 Observations;
*Partial shipment are permitted.
*Transshipment prohibited.
*The amounts available for drawing under this
*Standby Letter of Credit shall be automatically reduced by the amount of any partial drawing hereunder.
*All documents under this Standby Letter of Credit must be sent via DHL, or similar, in original to issuing Bank Attn; bank officer (address.....)
:78 Payment instructions; We shall credit as per instructions upon receipt of A letter from the beneficiary stating that the applicant failed to pay them. This letter shall be supported with one original and three signed copies of the commercial invoice related to this SLC. The invoice must contain merchandise description, aggregate amount due in US Dollars and it should be marked "amount to be settled against this SLC N° ..., under contract N°This Standby Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (1993 Revision) of International Chamber of Commerce Publication N° 500.

APPENDIX NO.5 WORDING OF THE IRREVOCABLE, TRANSFERABLE, PERFORMANCE BOND:

WE (NAME OF OPENING BANK) HEREBY ISSUE OUR TRANSFERABLE PERFORMANCE BOND NO.-----
FOR USDXXX BY ORDER AND FOR ACCOUNT OF XXXXX IN FAVOUR OF:

THE AMOUNT OF THIS BOND REPRESENTS TWO PCT OF THE TOTAL VALUE OF CONTRACT NO.-----
DATED ----- FOR SUPPLY OF 200,000 MT OF Grey Portland Cement WITH QUANTITIES AND GRADES
ACCORDING TO CONTRACT NO. ----- & UNIT PRICE USD 48 PER MT

WE HEREBY GUARANTEE TO ARRANGE PAYMENT IN THE SUM OF USD XXX AND WILL PAY ALL OR
PART OF THIS SUM UPON YOUR FIRST CLAIM IN WRITING STATING THAT (OPENER'S FULL NAME AND
ADDRESS) HAVE FAILED TO SHIP THE ABOVE SPECIFIED MATERIAL.

FOR THE PURPOSE OF IDENTIFICATION YOUR REQUEST FOR PAYMENT MUST BE PRESENTED
THROUGH AN INTERMEDIARY BANK WHICH WILL CONFIRM THAT THE SIGNATURES ARE LEGALLY
BINDING UPON YOUR FIRM.

THIS TRANSFERABLE PERFORMANCE BOND WILL REMAIN VALID FOR 15 MONTHS FROM DATE OF
ISSUANCE. IT WILL EXPIRE IN ANY CASE LATEST ON XXX (DATE). AFTER THAT DATE, AND IN
ABSENCE OF ANY CLAIMS PRESENTED TO US ON OR BEFORE THAT DATE, THIS PERFORMANCE
BOND WILL BECOME NULL AND VOID.

THIS PERFORMANCE GUARANTEE IS OPERATIVE FROM DATE OF ISSUANCE. THE PERFORMANCE
BOND IS TRANSFERABLE BY ---- UPON THE INSTRUCTIONS OF BENEFICIARY.





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Yukarıda da net olarak, ödeme biçiminin belirlendiği şekliyle, alıcı ödeme seçimini yaparak Fiyat talebinde bulunacaktır. Bu çalışmanın sonuçsuz kalmaması ve alıcı ile satıcının aradaki komisyon çalışmalarını etkilememesi veya, başka bir kontanın geliştirilmemesi için, alıcının öncelikle, **NCNDA** (yani birlikte çalışma) anlaşmasını ve **MFBA** (komisyon ödeme) anlaşmasını **LOI** ve **BCL** hazırlarken birlikte düzenleyip yollaması gerekir.

Prosedür olarak, bu yazışmalar bittiğinde, **LOI** ve **BCL** satıcıya ulaştığında, Alıcı için satıcı tarafından **LOI** de belirtilmiş firmanın resmi **FCO** su alıcıya bir hafta içinde ulaşacaktır. **FCO**' yu imzalayıp yolladığında, Alıcıya en az bir hafta içinde, Draft Kontrat gelecektir. Draft Kontrat imzalanıp yollandığında, Alıcı ve Satıcı karşı karşıya gelerek, draft kontratta kabul edilen şartlar, karşılıklı olarak masaya yatırılıp tüm garantiler sağlanacak ve Nihai sözleşme imzalanmış olacaktır. Alıcı banka garantisini, onaylatmış olacak, satıcıda **%2** performans bondunu yatırmış olacak ve akabinde belirlenen sürede Malın yükleme işlemi başlatılacaktır.

Giriş bölümünde genel olarak, Türkçe detaylarında açıklayarak, pazarlamakta olduğumuz her hangi bir ürünün başlangıcından itibaren yapılması gereken işlemleri ve talep sahibi müşterilerimizin, ihtiyacı olan ürün ile ilgili birlikte nasıl bir çalışma yapacağımızı, tüm detaylarıyla deklere ettik. Daha sonraki bölümünde pazarladığımız ürün ile ilgili uluslararası sözleşmeleri, ürünün resimlerini yine sayfamıza yansıtarak, karşılıklı yapılacak işlemlerin neler olduğunu açıkladık. Birlikte iş yapabileceğimiz prosedürlerinde, aşağıda detaylarını sunacağız. Bizim için ve gerçek ihtiyaç sahibi olan müşteri için, tüm çalışmaların prensip olarak buluşacağımız zemin oluştuktan sonra, Borsasında belirlemiş olduğu fiyat sorununu tüm bu işlemlerden sonra müşterimizle ayrıca görüşeceğiz.

Gerek yapılmakta olan işin kendi iç spekülasyonlarından, gerek tek tek ülkelerdeki farklı ticari yaklaşımlarından dolayı, bu işin çalışmalarının çok maliyetli ve çok külfetli olmasının yanı sıra, piyasada bu işi yapıyorum diyen herkesin, kendi başına yaratmış olduğu kural ve yaklaşım şekilleri de eklendiğinde, işin finale doğru yol aldığı her adımda, özellikle alıcı potansiyelinden doğan sorunlar ile satıcının malını bir çok kanalla pazarlamasını istediği talepler, piyasanın kendi içinde, arz talep dengelerini de tahmin edilemeyecek çelişkiler yumağını bağrında taşımaya gebe olan bir hal alıyor. Dolayısıyla bu işte ciddi alıcı potansiyeli ile uğraşmak, hem mevcut sorunların en azını yaşamak, hemde finale daha başarılı bir şekilde yürümek gerekiyor.

SternNET organizasyonu için, yaptığımız işleri finale götürme konusunda bir zorluğumuz yok. Çünkü, şu an, yedi adet, gerçekten malı olan toplayıcı firmasıyla, gerek kendimizin, gerek müşterimizin malın varlığına dair her tür garantiyi alarak, satışını yaptığımız mal ile ilgili hiç bir sorunun olmadığı, aşağıdaki prosedürden de çok net anlaşılacaktır. Gerçek alıcı aşağıdaki prosedür ile ilgili bir pazarlık yada, süreyi

daha da uzatacak herhangi bir sebebi ileri sürdüğünde, kesinlikle gerçek ihtiyaç sahibi olan bir müşteri olmadığı ortaya çıkmış oluyor. Dolayısıyla ilişkilerimizin hemen kopması, bizim bu piyasada boş işlere koşturacak zamanımız olmadığı için net tavır koymak durumundayız. Konuyla ilgili olarak, pratikte yaşadığımız bir çok olumsuzluktan dolayı, bir prensip edinmek durumundayız. Bu anlamda her müşteriye aşağıdaki prosedür gereği müşteri ilişkilerinden yola çıkarak müşteri edinmek, hem bizim için kaliteli bir iş yaptığımızı, hemde müşterimiz için, bu piyasadaki olumsuzluklardan uzak bir şekilde ihtiyacını temin etmiş olmakla birlikte, karşılıklı güvene dayalı bir ticaret yapmış oluyoruz.





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1. Almak istenilen ürün ile ilgili **LOI** yollanması gerekir. **LOI** içinde alıcı bankasının tüm bilgileri yazılmış olması lazımdır. **LOI** deki talebin karsılanabilirlik cevabi bir hafta icinde emaille cevap verilir ve Draft sözleşmesinin hazirliklari yapilir. Bu çalışmasida takriben bir hafta sürmüş olacak.
2. **LOI**' nin değerlendirilip alıcıya temin edilmesinin mümkün olduğunu ve hangi şartlarda talep edilen mala sahip olunacağını, satıcının ve alıcının karşılıklı sorumluluklarını içeren, uluslararası hukuk çerçevesinde yapılacak, uluslararası ticari normlar doğrultusunda alıcıya draft kontrat yollanacaktır. Bu draft kontratın süresi bir haftadır. Alıcının imzalayıp geri yollaması gerekmektedir. Bir haftalık sürede, Draftın incelenmesi, irdelenmesi ve sorumlu olunacak konular ile ilgili çalışmalar hazırlanmalıdır. Bir hafta içinde draft geri yollandığında, mutlaka alıcı bankasına götürüp, ya da yollayıp, Bankasında kontratın içerikleri doğrultusunda **BCL** hazırlanıp, kontratla birlikte geri yollanmalıdır.
3. Draft Kontrat sonrasında Satıcı, satmakta olduğu ürünü önce bankasına garanti edecektir. Transport anlaşmalarını, **SGS** başvurularını, Yükleme limanını ve satışa sunduğumuz malın analiz raporunu, Satış belgesini ve menşesini tesbit eden Sertifikasını Satıcı bankasına deklere etmek zorunda olacaktır. Bu çalışmalar **15** gün sürebilir. Bu arada alıcısında **BCL**' si bankasından soruşturulacaktır. Bu sürede alınmak istenilen malıda, yükleme limanında alıcı isterse görebilecektir.
4. Yukarıdaki tüm işlemlerin bitme aşaması olan Nihai sözleşme imzalanmış olacaktır. İmzalanan nihai sözleşme tüm garantisi alınmış birimlerce teyid edilecek ve malın transport edileceği takvim, ortak olarak alıcı ve satıcı tarafından belirlenecek, Nihai sözleşme ile birlikte, Alıcı ve satıcı firmalarının karşılıklı olarak bu malı pazarlayan, ilişkileri geliştiren ve çalışmalarını yapan, pazarlama organizasyonuna karşı, Komisyon ödemelerinin ve çalışmaların sekteye uğratılmaması için, garanti sözleşmeleri de yapılacaktır. Bu sözleşmelerin yapıldığı, yine nihai sözleşmenin içinde teyid edilerek belirtilmiş olacaktır.
5. Alıcı Firma, tüm işlemlerini bitirdikten sonra Akreditifini yada banka garantisini açacaktır. Satıcıda açılan akreditife Performans bond olarak **%2** ödeme garantisini sağlayacaktır.

Yukarıdaki yol haritası, belirtilen gidişe göre takriben **30 - 45** gün arası bir süreyi kapsıyacak bir çalışma süresi olacaktır. Bu arada, her iki tarafında bir çok çalışması hazırda varsa, spontan olarak zamanın çok daha kısa süreye indirilmesi mümkündür. Dolayısıyla, draftın alıcıya ulaşacağı gün, alıcı ilerideki komisyon ödemelerinden kesmek kaydıyla, **10.000,-€** Havale çıkardıktan sonra draft müşteriye yollanacaktır. Çünkü; çok pahalı olan bir çalışma ve ileride tarafların bu çalışmayı yüz üstü bırakma gibi bir durumu ortaya çıkabilir. Zaten draft kontrat sonrası vazgeçmelerin alıcı ve satıcı tarafından vazgeçme haklarının doğduğunda, alıcının ödediği çalışma masrafıda satıcıdan alınmış olacaktır.

Bu anlamıyla, biz gerçek alıcılara hizmet vermeyi uygun gördüğümüz için, tüm garantileri sağlayacak şekilde çalışmaların her adımını belgeleyerek müşterimize takdim edeceğiz. Gerçek alıcı olmayanların bu talepler karşısında, zaten **LOI** başvuruları olmayacaktır. Çünkü, biz piyasa araştırmasını yapan veya gerçek kaynağa ulaşip işi bozan ilişkilere hizmet vermiyoruz ve Nihai sözleşmeye kadar mal sahiplerimizin adreslerini kesinlikle vermiyoruz. Tüm işlemleri **SternNET** üzerinden e-mail ile yapıyoruz. Müşterimiz tüm e-maillerimizi dosyalayabilir. Nihai sözleşmeye kadar muhatab olacağı firma **SternNET** tir.

NOT: Aşağıda, çalışma perspektifimizin nasıl bir yol izleyeceğini, kısaltılmış ifadelerin anlaşılır şekilde detaylı izahatını yapmakta yarar görüyoruz. Bu güzergah, aynı zamanda dünya ticaret örgütü tarafından öngörülmüştür. Uluslararası hukuklada sınırlarını bu şekilde belirleyerek, alıcı ve satıcının sorumluluklarını yasal garanti altına almıştır. Yaptığımız ticaretinde bu perspektifle gerçekleşebileceği için önemlidir... **LOI ve BCL:** Ürünü satın alacak müşterinin, Telebinin bankası tarafından ödenmesinin onaylanması.



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FCO: Satıcı tarafından tesbit edilen fiyatın, garantili bir şekilde kabul edip alıcıya bildirmesi.
DCO: Satıcı tarafından, Alıcıya yollanacak draft Kontrat (ön sözleşme).
POP: Transport yapılacak liman ve alınacak ürünün, satıcı bankası tarafından garantisi.
POF: Satın alınacak ürünün, alıcı bankasında para olarak karşılığının olması.
CONTRAT: Satın alınacak malın kesin sözleşmesi.
LC / BG: Alınacak ürün için açılacak akredittif, yada banka garantisi (ödeme biçimi).
ICC: Yapılan tüm işlemlerin uluslararası ticaret kurallarına uyum sağlanmasının zorunluluğu.

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