

LINT PURCHASING AGREEMENT

This Agreement is made on the 13th day of September 2023

BETWEEN

MBOGWE AND BUKOMBE COOPERATIVE UNION LIMITED (MBCU LTD) of P. O. Box 1, **MBOGWE** (hereinafter referred to as the "**Seller**") of the one part;

AND

RODEENA LIMITED of P. O. Box , MASAKI STREET, PLOT NO.10, BLOCK A, **DAR ES SALAAM** (hereinafter referred to as the "**Buyer**") of the other part:

RECITALS

WHEREAS the Seller is a duly registered cooperative society under the Cooperative Societies Act No. 6 of 2013 and is desirous to sell to the Buyer 1,025,000 Kilograms equivalent to 5,000 bales of cotton lint (Hereinafter referred to as the "**Goods**") at a price of **TZS 4,240/= GINNERY-MBCU LTD** at a sum of **TZS 4,346,000,000/=** (Hereinafter referred to as the "**Contract Price**")

AND WHEREAS the Buyer is a company duly registered under the Companies Act Cap 212 and has accepted an offer from the seller to buy the goods at the agreed Contract Price above subject to the terms and conditions as herein after agreed.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. That in consideration of the payments to be made by the Buyer to the Seller as hereinafter mentioned, the Seller hereby agrees with the Buyer to sell and supply the goods to the Buyer in conformity in all respects with the provisions of the Agreement.



2. That in this Agreement, the following documents shall be deemed to form and be read and construed as part of this Agreement , viz:
 - (a) Commercial Tax Invoice;
 - (b) TCB Cotton Quality Certificate;
 - (c) Ginnery Bale by Bale Weights;
 - (d) Ginning Licence ;
 - (e) TIN/VAT CERTIFICATE;
 - (f) Release Order; and
 - (g) Quality Specifications of Goods;

3. That the quantity of Goods which the Seller hereby covenants to sell and supply to the Buyer is **1,025,000 Kilograms** equivalent to **5,000 bales** of cotton lint and the standard weight for each bale is 205 Kilograms.

4. That The Goods purchased under this Agreement shall conform to the quality standards mentioned in the quality Specifications namely 1.1/8 STAPLE GANY OR BETTER, MIC 3.5-4.9, and STRENGTH 29 GPT MIN.

5. That the Buyer hereby agrees to pay the Seller in consideration of the provision of the goods TZS EX GINNERY- MBCUCU LTD hence the Total Contract Price of **TZS 4,346,000,000.00** for all **1,025,000 Kilograms (5,000 bales)** of cotton lint payable under the provisions of the Agreement.

6. That payment of Contract Price shall be made to the Seller in the following manner-
 - i. the Seller shall first request for payment to the Buyer in writing, accompanied by a commercial invoice describing, as appropriately, the Goods sold including bale by bale weights ;
 - ii. the Buyer shall immediately effect 100% payment upon receipt of seller's profoma invoice.



iii. all payments shall be effected in TZS currency through the account of the Seller namely MBOGWE AND BUKOMBE COOPERATIVE UNION LIMITED **ACCOUNT NUMBER 0150551507800** CRDB BANK CURRENCY TZS; and

7. That the Buyer or its representative shall have the right to inspect and /or to test the Goods to confirm their conformity to the quality specifications.
8. That delivery period shall be between 14th September, 2023 and 30th September, 2023 and that any fault that may affect delivery period shall be communicated and consented in advance by the Parties.
9. That no Party shall assign, in whole or in part, its obligations to perform under this agreement, except with the prior written consent from the other Party and that consent shall not be unreasonably withheld or delayed.
10. That the duration of the Agreement shall be Two (2) weeks effective from the date of its signing by the parties and the period shall not be subject to renewal.
11. That no amendment or modification of the terms of the Agreement shall be accepted except by the agreed review as provided herein, or by a written amendment signed by the parties and approved by the office of the Registrar of Cooperatives.
12. That either party to this Agreement may, without prejudice to any other remedy for breach of Agreement and by Twenty Four (24) hours written notice of default sent to the other, terminate this Agreement in whole or in part where :
 - (a) either party breaches the terms of this Agreement ; or
 - (b) Parties willingly and mutually agree to terminate the Agreement.



13. That the termination of this Agreement pursuant to **Clause 12** shall not discharge either of the parties its liability to perform any outstanding obligation under this Agreement which ought to have been performed by either party.

14. That no Party shall be liable for termination for default if and to the extent that failure to perform its obligations under the Agreement is the result of an event of Force Majeure.

For purposes of this clause, "Force Majeure" means an event beyond the control of the Parties and not involving a Party's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions. If a Force *Majeure* situation arises, the affected party shall promptly notify the other Parties in writing of such condition and the cause thereof.

15. That In the event of any dispute or difference arising between the Parties under this Agreement or as to the interpretation and effect of any terms and conditions of this Agreement, the Parties shall make every effort to resolve such dispute or difference amicably by direct formal negotiations; and in the event such negotiations fail, the dispute or difference shall be resolved by way of arbitration in accordance with the Arbitration Act, Cap 15 R.E 2002.

16. That This Agreement shall be interpreted and take effect in accordance with the Laws of Tanzania.

17. That each party shall keep secret of all the trade secrets and other confidential information received from the other party and shall not use any such confidential information except as previously authorized in writing by the party subject to such terms and conditions as imposed by the party or pursuant to a lawful court order.



18. That any notice given by one Party to any of the others pursuant to this Agreement shall be sent to such other Party in writing by hand delivery to such Party's address or E-mail, fax, telex, and confirmed by hand delivered copy. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

IN WITNESS WHEREOF, each party acting through its dully authorized representatives, has signed this Agreement in the day and year first above written.

SIGNED, SEALED AND DELIVERED for and on behalf of the Seller:

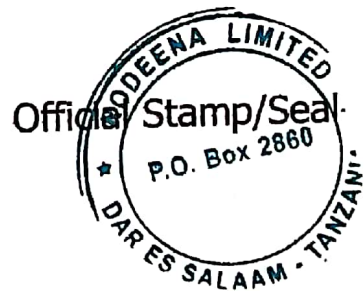
Name: BENEDICTO Bulubu
Title: CHAIRMAN
Signature: [Signature]
Date: 13/09/2023



Name: DAVID MABAI
Address: Box 01 MBOHWE
Title: GENERAL MANAGER
Signature: [Signature]
Date: 13/09/2023

SIGNED, SEALED AND DELIVERED for and on behalf of the Buyer :

Name: MOHAMMED HAMZA YOUSIF
Title: CEO
Signature: [Signature]
Date: 13/09/2023



[Signature]