

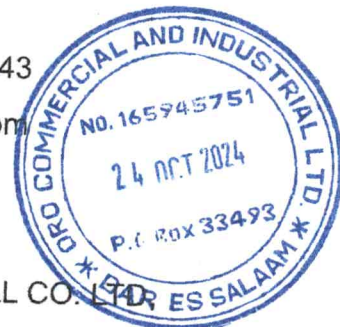
PURCHASE AGREEMENT
of
Gold Mining CIL Plant

I. THE PARTIES

This Business Purchase Agreement ("Agreement") dated on 24/10/2024 is by and between:

Seller:

Name: SHANDONG JINYUE MINING TECHNOLOGY CO. LTD,
Address: No. 125-11 Jincheng Road, Luofeng Street, Zhaoyuan City,
Shandong Province, China
Contact Information: Ms. Alva lee
WhatsApp: +8618766382543
Email: li-jinhao@hotmail.com



Buyer:

Name: ORO COMMERCIAL AND INDUSTRIAL CO. LTD
Address: 1st Floor, Sina Mwenge Tower, Kinondoni, Dar Es Salaam,
Tanzania
Contact Information: Mr. Abbas Korany
WhatsApp: +255755073974
Email: akourani67@gmail.com

II. DESCRIPTION OF GOODS

The Seller agrees to sell, and the Buyer agrees to purchase the following goods based on Proforma Invoice # 6319..... dated 24 Oct 2024

GOLD MINING CIL PLANT (300 TONS PER DAY)

No.	Machine name	Model	Qty	Motor	Remark
			(set)	(KW)	
1	Chute feeder				
2	Jaw crusher	CZ980x1240	1	7.5	
3	1# Belt conveyor	PE400x600	1	30	
4	Jaw crusher	TD75	1	11	Length=about 31-32m
5	2# Belt conveyor	PE250x1000	1	30	
6	Single layer vibrating screen	TD75	1	7.5	Length=about 28-29m
7	Swaying feeder	SZZ1530	1	7.5	screen hole size is 8mm
8	Belt conveyor	SF06	1	2.2	
9	Ball mill machine 1	TD75	1	4	Length=about 8-9m
10	Single screw classifier	GM2136	1	210	Whole set excluding the steel balls.
11	Ball mill machine 2	FLG1595	1	11+2.2	
12	Hydrocyclone group	GM1557	1	130	Whole set excluding the steel balls.
13	Slurry pump	SL250-4	1		Polyurethane&steel
14	Thickener	4/3-1C-AH	2	11	1 use, 1 for spare use
15	Buffer agitation tank	NZ-15M	1	5.5	
16	Double impeller leaching tank	RJ15	1	3	
17	Sodium cyanide stirred tank	Ø5500x6000	8	11x8	
18	Roots blower	RJ15	1	3	
19	Liquid slurry pump	HDSR200	2	75	1 use, 1 for spare use
20	Slurry pump	40PV-SP (R)	2	4	
21	Carbon stirring pickling tank	4/3-1C-AH	2	11	1 use, 1 for spare use
22	Liner screen	RJ1500	1	3	Acid model
23	Sewage treatment pond (6000x10000x1500)	ZS0716	3	0.75	
24	Magnetic pump		1		We will give you the design drawing Only
25	Lime milk stirring tank		2		
26	Buffer agitation tank	ZDT15	1	3	Anti-corrosion treatment inside the barrel
27	Tailings pump	RJ15	1	3	
28	Simple Alchemy/Smelting Equipment	4/3-1C-AH	2	11	1 use, 1 for spare use
29	Steel balls for above No.9 and No.11	40,60,80,100mm	1		
30	Spares for Ball Mill Machine:		37		
	Steel liners GM2136	1 whole set	1	set	Incl.1 whole set of liners, liner screws, mats
	Steel liners GM1557	1 whole set	1	set	Incl.1 whole set of liners, liner screws, mats

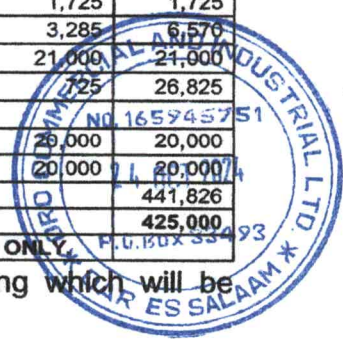


III. PURCHASE PRICE

The Buyer agrees to pay the Seller the Total Amount of Four Hundred and Twenty-Five Thousand US Dollars (US\$ 425,000) for the items described and detailed under section II of this agreement as per the following price list:

GOLD MINING CIL PLANT (300 TONS PER DAY)						
No.	Machine name	Model	Qty	Motor	Unit Price	Total
			(set)	(KW)	(USD)	Price
1	Chute feeder	CZ980×1240	1	7.5	4,395	4,395
2	Jaw crusher	PE400×600	1	30	9,885	9,885
3	1# Belt conveyor	TD75	1	11	9,100	9,100
4	Jaw crusher	PE250×1000	1	30	9,885	9,885
5	2# Belt conveyor	TD75	1	7.5	7,895	7,895
6	Single layer vibrating screen	SZZ1530	1	7.5	6,500	6,500
7	Swaying feeder	SF06	1	2.2	1,985	1,985
8	Belt conveyor	TD75	1	4	3,766	3,766
9	Ball mill machine 1	GM2136	1	210	70,000	70,000
10	Single screw classifier	FLG1595	1	11+2.2	19,855	19,855
11	Ball mill machine 2	GM1557	1	130	39,850	39,850
12	Hydrocyclone group	SL250-4	1		8,550	8,550
13	Slurry pump	4/3-1C-AH	2	11	3,285	6,570
14	Thickener	NZ-15M	1	5.5	37,500	37,500
15	Buffer agitation tank	RJ15	1	3	1,725	1,725
16	Double impeller leaching tank	Φ5500×6000	8	11×8	8,500	68,000
17	Sodium cyanide stirred tank	RJ15	1	3	1,725	1,725
18	Roots blower	HDSR200	2	75	8,350	16,700
19	Liquid slurry pump	40PV-SP (R)	2	4	1,725	3,450
20	Slurry pump	4/3-1C-AH	2	11	3,285	6,570
21	Carbon stirring pickling tank	RJ1500	1	3	2,500	2,500
22	Liner screen	ZS0716	3	0.75	1,850	5,550
23	Sewage treatment pond (6000x10000x1500)		1		-	-
24	Magnetic pump		2		950	1,900
25	Lime milk stirring tank	ZDT15	1	3	1,850	1,850
26	Buffer agitation tank	RJ15	1	3	1,725	1,725
27	Tailings pump	4/3-1C-AH	2	11	3,285	6,570
28	Simple Alchemy/Smelting Equipment		1		21,000	21,000
29	Steel balls for above No.9 and No.11	40,60,80,100mm	37		725	26,825
30	Spares for Ball Mill Machine:					
	Steel liners GM2136	1 whole set	1	set	20,000	20,000
	Steel liners GM1557	1 whole set	1	set	20,000	20,000
31	Total amount - Ex. Factory					441,826
32	Total amount after discount - Ex. Factory					425,000

TOTAL AMOUNT: U.S. DOLLARS FOUR HUNDRED AND TWENTY FIVE THOUSAND ONLY. ** The above prices are ex-works and do not include shipping which will be confirmed at later stage **



IV. PAYMENT TERMS

- The payment will be made through Bank Transfers or other feasible means that are accepted by the seller.
- 40% Advance Payment upon signing of this Purchase Agreement.
- 55% after inspection by Buyer's Inspection Team on seller's factory and before shipping
- 5% after delivery to destination, commissioning and conformity assurance. This 5% will be held by our company Agent in China, Guangzhou Amisi International Trade Company Limited and will only be released to the Settler upon a written notice from the Buyer after commissioning of the CIL Plant and conforming it is in accordance with the specification agreed upon with the Seller.
- Payment will be made in US\$ currency as per the rates section III of this agreement irrespective of any fluctuation in the US\$ - RMD exchange rate.

V. DELIVERY

- The Seller agrees to deliver the goods to the Buyer (Ex-Works) after 75-90 days of receiving the advance payment.
- After inspection and approval of goods the Seller is required to load all the consignment in 20/40 feet containers Ex-Works at his own cost.
- The Buyer should provide and pay for inland handling.
- The cost of shipping will be borne by the Buyer. The Seller can submit an offer for Inland and CIF freight costs to port of destination in Tanzania.

VI. INSPECTION AND ACCEPTANCE

- The Buyer has assigned Guangzhou Amisi International Trade Company Limited having their offices at Room 10A12, No. 899 Jieng North Road, Yuexiu District, Guangzhou to be their representative (Agent) to supervise the implementation of this agreement and the inspection of the goods ex-works.
- The Buyer's Agent has the right to accept or reject any item of the goods by providing the technical justification.
- The 55%, second payment installment to be made by the Buyer will not be processed until all the goods has been inspected and approved by the Buyer's inspection team.
- The inspection in the factory (ex-works) is done on each piece of equipment individually; however, this does not waive the responsibility of the seller who will remain responsible for the operation of the assembled production line in terms of sequential operations and the production capacity which can only be confirmed under real site operations.



VII. WARRANTIES

- The Seller warrants that the goods are free from defects and will conform to the specifications outlined in this Agreement. Any disconformity to these specifications will be the responsibility of the Seller who shall rectify at his own cost.
- The Seller warrants the CIL Plant for one full year from the day of real production. (except the easy cost spare parts).

VIII. RISK OF LOSS

The risk of loss or damage of the goods shall remain with the seller until the goods are delivered to the shipping agent ex-works.

IX. INSTALLATION

- The Seller should submit to the Buyer a separate offer for the installation of CIL Plant which will be agreed upon on its own terms.
- The Buyer will provide all the required installation material such as cables, pipes, concrete, electricity...etc.

X. GOVERNING LAW

This agreement shall be governed by and construed in accordance with the Law of the People's Republic of China especially Regulation on the Protection of Consumer Rights and Interests which took effect on 1 July 2024.

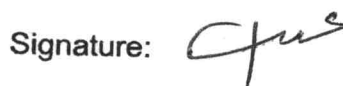


On Behalf of the Seller

Name: *Alva Lee*
Position: *Sales Manager*
Signature: 
Date: *2024. 10. 24*



On Behalf of the Buyer

Name: *Abbas Korany*
Position: *Director*
Signature: 
Date: *24-oct-2024*

