

SALES CONTRACT

No. 404-03 / / Date: 25. Nov. 2025

This Sales & Purchase Contract ("CONTRACT") Is made and entered into on 25, Nov, 2025 by and between:

Arfa Iron & Steel Co.

(Hereinafter referred to as "SELLER" or "ARFA")

Address: No 69, Soltani St, Nelson Mandela Blvd, Tehran, IRAN
Postal Code: 1967743780
E-mail: sales@arfa-co.com

..... (Company name)

(Hereinafter referred to as "BUYER")

Address:

Tel:

Email:

SELLER/ARFA and **BUYER** are sometimes referred to individually as 'PARTY' or collectively as 'PARTIES'.

1. **CONTRACT PERIOD:** This CONTRACT shall be effective upon full payment of 20% of the total Value as per the requirements of Clause 14 hereunder and P/I therewith. As of the effectiveness of this CONTRACT as such, this CONTRACT shall be valid maximum two (2) months thereafter.
2. **DESCRIPTION OF GOODS:** Prime Continuous Cast Steel Billet.
3. **QUANTITY:** 30,000 MT ($\pm 5\%$ at the seller's option)
4. **Surface and Quality condition:** as per Annex No. 1.
5. **SIZE AND QUALITY:** As per Annex No. 2.
6. **MARKING:** Heat number+ Color marking, if requested shall be advised 02. Dec. 2025.
7. **PACKING:** Loose or in bundles.
8. **LOADING PORT:** Bandar Abbas (**Shahid Rajaie port**) Iran.
9. **DISCHARGING PORT:** to be advised by BUYER prior to vessel nomination.
10. **DELIVERY TERM:** FOB ST LSD Bandar Abbas, Shahid Rajae port Iran (INCOTERMS 2020).
11. **UNIT PRICE:** USD/MT.
12. **TOTAL VALUE:** USD.
13. **DELIVERY TIME/CARGO READINESS DATE:** Delivery time by End of December 2025.
14. **TERM OF PAYMENT:** 100% cash under the breakdown below:
 - 1) Twenty percent (20%) within five (5) official working days in Iran P/I date.

⇒ In case of BUYER's non-fulfillment of its contractual undertakings, ten (10%) of which is not refundable to the BUYER. Such retention is regarded as the performance guarantee.

- 2) Eighty percent (80%) upon the seller's announcement should be paid prior to the vessel's berthing the loading port concerned. If the buyer fails to pay 80%, this contract shall be null and void without the need for any legal or administrative action and the seller is allowed to take 20% for its own benefit and does not return it to the buyer, and in addition sell the goods to any third party.
For the avoidance of doubt, any and all charges whatsoever nature shall be indisputably borne and paid by BUYER and be on his account arising out of or in connection with any changes in payment schedule and conditions thereupon.
- 3) After 30 days from announcement of LAYCAN date by the seller, the buyer was obliged to settle the total amount of issued CI (Commercial invoice), otherwise a 0.25% (from total amount of issued commercial invoice) penalty will be calculated for the buyer for each day, which must be calculated before delivering the bill to the buyer, the buyer must settle the mention penalty.
Note: The maximum penalty will be calculated up to ten percent (10%) of total amount commercial

invoice.

⇒ All contractual payments have to be made in AED, USD, EUR (Seller's Option).

⇒ The exchange rate of currency is based on www.xe.com on payment date.

15. OTHER TERMS & CONDITIONS: As per Annex No. 3 attached hereto.

16. DOCUMENTS PRIORITY: This CONTRACT, Annexes herewith and P/I shall entirely be considered as the integral, interrelated, and indispensable legal instruments concluded by and between PARTIES and supersedes any oral or written contract/representation that may have been made by SELLER or BUYER.

IN WITNESS WHEREOF, PARTIES have executed this CONTRACT by their authorized representatives in sixteen (16) Clauses, three (3) Appendices and two (2) originals, one (1) for each PARTY, having equal legal validity on the date hereof as the Effective Date.

SELLER

Arfa Iron & Steel Co.

Mostafa Chamran

Commercial Deputy

25. Nov. 2025

BUYER

Name:

Title:

Date:

Name:

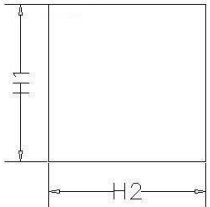
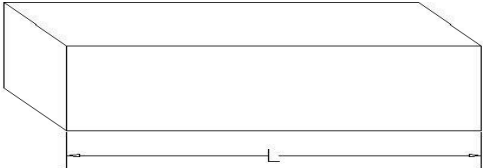
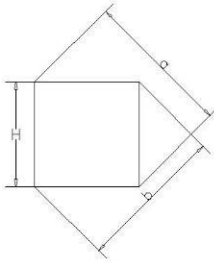
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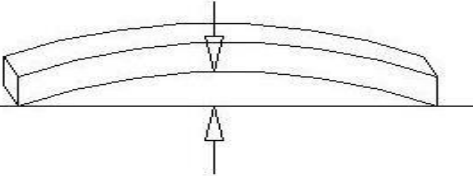
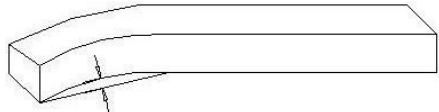
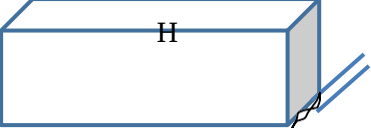
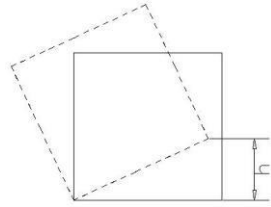
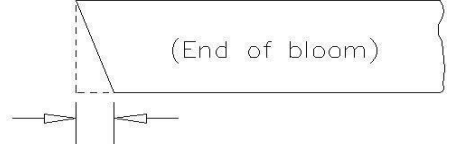
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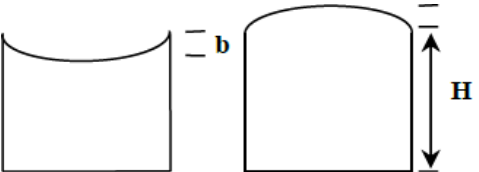
Physical quality conditions of steel billets

(ANNEX 1)

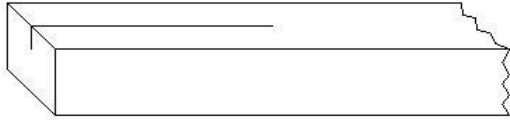
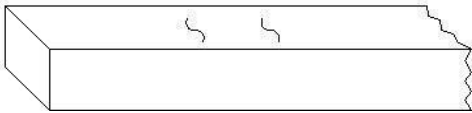
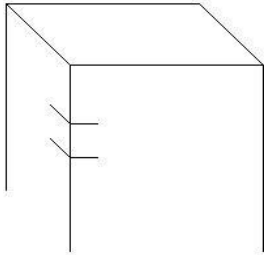
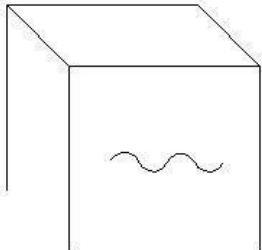
Surface Defects of Billet Shape

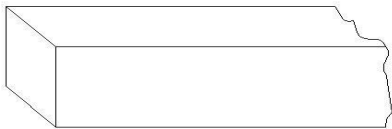
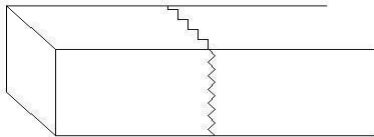
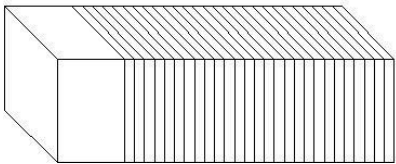
Inspection Items (area)		Acceptance range	Remarks
1. Cross sectional dimension		H1 or H2 $\pm$ 3 % of nominal size	-
2. Length		L = $\pm$ 100 mm tolerance for all lengths	-
3. Rhomboid difference in diagonal length		$a - b \leq H \times 5\%$ Where H: Nominal size	-

Inspection Items (area)		Acceptance range	Remarks
4. Bend a) bend in whole length b) Bend per meter c) Bend in a part of length	 	a) Max 40 mm/5 m Max. 80 mm/whole length (12m) b) Max 8 mm/m c) Max 8 mm/m	-
5. cutting burr		$h \leq 5mm$	-
6. Twist (Torsion)		h: Max: 2 mm/m h: Max: 25 mm/12 m or Max: 0.5°/m Max: 9°/12m	-
7. Inclination (Slope)	 (End of bloom)	Max 15 mm	-

Inspection Items (area)	Acceptance range	Remarks
8. Corner radius of end		-
9. concavity		$b \text{ (max)} = 2 \% \text{ of nominal size (H)}$ -

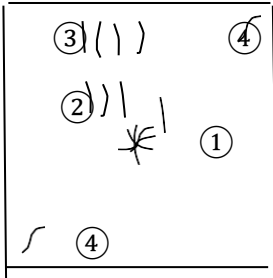
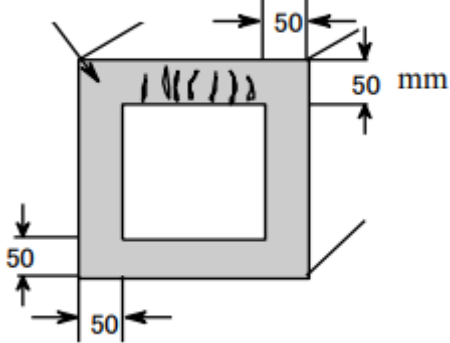
Surface Defects of Billet
Crack, Scum, Blow Holes / Pin Holes, and Marks

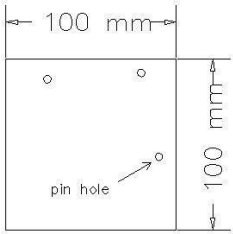
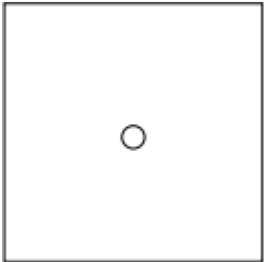
Inspection Items (area)		Acceptance range	Remarks
1: Longitudinal crack		maximum depth = 3 mm	-
2. Transverse crack		maximum depth = 3 mm	-
3. Transverse corner crack		maximum depth = 3 mm	-
4. Entrapped scum		maximum depth = 6 mm	-

Inspection Items (area)		Acceptance range	Remarks
5. Pin holes		maximum depth of pin holes = 3 mm	When pin holes are found, hand scarfing will apply Accept under the condition of: - No. of pinholes in scarfed area is less than 10 (maximum length of scarfed area is 50 cm)
6. Casting arrest marks		Not allowed	-
7. Oscillation marks		maximum depth of Oscillation marks = 3 mm	-

Inspection Items (area)	Acceptance range	Remarks
8. Hand scarf mark	$W/d \geq 6$ Maximum depth of scarf (d) = 3 mm Maximum length of scarfed area = 50 cm	-

Internal Defects of Billet

Inspection Items (area)	Acceptance range	Remarks
1. Axial star crack 2. Intermediate crake 3. Subsurface crack 4. Diagonal crack	 (Transverse section)	For crack 1: Maximum length or diameter = 5 mm For cracks 2, 3 and 4: Maximum length = 5 mm -
5. blow hole	 (Transverse section)	Not allowed -

6. pin hole	 (Transverse section)	Maximum number of pin holes in transverse section = 10 pin holes in 100 cm ²	-
7. central pipe (shrinkage hole)	 (Transverse section)	Maximum diameter = 2 mm	-

SELLER
Arfa Iron & Steel Co.
Mostafa Chamran
Commercial Deputy

25. Nov. 2025

BUYER

Name:

Title:

Date:

Name:

Title:

Date:

Annex No.2

No. 404-03 / / Date: 25. Nov. 2025

Billets specification:

Grade: 3SP, 5SP

**Size: 150X150mm (+/-5mm) X 12000 mm (+/-100mm),
130X130mm (+/-5mm) X 12000 mm (+/-100mm),**

Parameter	3SP	5SP
C:	0.10 - 0.20 %	0.28 - 0.35 %
Mn:	0.40 – 0.65%	0.65 - 0.95 %
Si:	0.15 – 0.35 %	0.15 - 0.35 %
P:	0.035 % Max	0.035 % Max
S:	0.04% Max	0.04% Max
Cu/Cr/Ni:	-	-
Cu+Cr+Ni:	-	-

SELLER

Arfa Iron & Steel Co.

Mostafa Chamran
Commercial Deputy

25. Nov. 2025

BUYER

Name:

Title:

Date:

Name:

Title:

Date:

Annex No.3

No. 404-03/ / Date: 25. Nov. 2025

1. Shipping documents:

- 1.1. Commercial invoice based on the mill's actual weight.
- 1.2. Bill of lading issued by BUYER's acceptable forwarding agent.
- 1.3. Certificate of Origin issued by Local Chamber of Commerce (at BUYER's option).
- 1.4. Mill Test Certificate ('MTC') showing chemical analysis per heat number issued by SELLER Quality Control Department.
- 1.5. Mill's Packing list showing Actual weight, Size and No. of Pieces, color marking, and dimensions.
- 1.6. Third Party Inspection Certificate on BUYER's account. Inspection fee will be on BUYER's account. If requested, inspection to be arranged by BUYER.
- 1.7. Non-Radiation Certificate upon BUYER's request.

Note: Third party documents are acceptable except commercial invoice. The BUYER will assist the SELLER in obtaining the non-negotiable bill of lading for custom purpose issued to the "Name and address of SELLER as Shipper" from the shipping company or its agent. The BUYER will instruct the shipping company to provide the non-negotiable bill of lading (3/3n) to the SELLER or if the parties agree to provide an acknowledgement of receipt (mate's receipt).

2. Manufacturer: Arfa Iron & Steel Co.

- 3. Inspection:** Third party Inspector or BUYER's representative(s) can be nominated for inspection of cargo on BUYER 's account (to prevent any claim for sizes, weight and pieces, BUYER has the right to nominate an Independent Inspector to inspect the sizes, weight and tally the pieces of cargo at the time of loading the vessel and or before nomination of vessel).

- 4. Quality and quantity claims:** quality and quantity claims, if any, to be advised by BUYER directly to the SELLER within 45 days from date of loading completion and to be supported by a mutually acceptable Independent Surveyor's Report on damages.

Wherever necessary, SELLER or BUYER may nominate a mutually agreed Independent Inspector and BUYER is not to use material under subject claim unless specifically approved by the SELLER. Claim limited to invoice value of the goods and no liability for consequential loss or deferment of anticipated or actual profit, loss of opportunity, loss of revenue, loss of use, loss of production, increased or additional cost, business interruption or any similar damage or for any special, consequential or indirect losses damages will be acceptable. BUYER's claim to be submitted directly to the SELLER in two original copies and to contain description of goods, heat number, and number of pieces and weight of the goods in respect of which the volume is submitted.

- 5.** All the BUYER's bank charges are on BUYER's account, all of the SELLER's bank charges are on SELLER's account.

6. Taxes, duties etc. on cargo at loading port will be on SELLER's account, and all charges including, but not limited to, taxes, levies duties whatsoever nature pertaining to the discharging port will be on BUYER's account.

7. Vessel Acceptance Conditions:

- 7.1. Vessel age: max. 20 years. Not to be tween decker.
- 7.2. DWT: enough to carry the quantity.
- 7.3. Cranes safety certification should be received by BUYER before or at the time of vessel nomination and owners warrant that all vessel's gears and holds are in good working condition and suitable for the intended voyage. Also, all cranes of the vessel must be able to work simultaneously without interfering each other. Shipper is allowed to reject vessels which are not meeting cranes simultaneous working.
All charges will be on BUYER's account due to any improper operation of the vessel gears at loading time.
- 7.4. BUYER should nominate a vessel suitable to carry contractual cargo, it is obvious that container/grain carriers/tween-decker, any kind of vessel with any type of barriers in holds are not suitable, SELLER reserves his right not to accept the vessel which is not suitable to carry contractual cargo.
- 7.5. Loading term is no dispatch, no demurrage, no detention and loading rate **1,200 MT** per working crane/hatch/hold PWWO, It is noteworthy that load rate will be reduced to 1000 MT Per Hook Per Day in case cranes got problems (such as low speed operating, not simultaneously operating, power generator malfunctioning).
- 7.6. Desired charter party is "**one safe berth, Bandar Abbas (Shahid Rajaie port)**" NOR at loading port can be tendered upon vessel's arrival at the customary anchorage. Laytime to be started as soon as vessel safely berthed at port. If vessel berthed or delivered for loading after 1800 hours laytime will start 0800 hours of next official working day. er.
- 7.7. At the time of vessel nomination, the shipping company's agent in Iran shall be introduced by BUYER.
- 7.8. Laytime to count will be considered up to lashing completion and lashing will be done per Master's instructions.
- 7.9. Shipping Co. or Agent will issue a "non-negotiable Bill of Lading" which is mentioned "Name and address of Producer as Shipper" and release to producer for Customs purposes.
- 7.10. In case any damage happened to vessel or vessel gears which is probably done by stevedore during loading cargo, vessel is not allowed to make any repair without joint survey. Damage to be estimated and faulty PARTY to be extinguished before repairing, The reliable surveying company of SELLER and stevedore have to attend onboard and vessel may assign surveyor for joint survey of damage
- 7.11. All time and expenses used in vessel shifting from anchorage or berth to another **will not count** as lay time, even if such vessel shifting ordered by the Port Authority and all the costs are on the buyer's side.
- 7.12. Sweeping and/or purging will be on BUYER's account and the time used will not be counted.
- 7.13. Stowage method is "California Block Stowage" lashing with 30mm Iron Strap, No Fork Lift to be equipped; Also, no dunnage. Master can assign watch for each loading hold.
- 7.14. Hatch / Hold sizes of the vessel should be suitable for loading of cargo and should not have any pillar or any other obstacle which may restrict loading operations or reduce loading rate, otherwise, load rate will be decreased to 1,000 MT per hook per day.
- 7.15. The nominated vessel shall be equipped with gears. In case of any vessel's gear does not

work properly and or not suitable for loading operation, then BUYER must provide the shore crane, for which the relevant cost will be on BUYER's account, such cost will consist but not limited to any of port costs and dues.

7.16. Terms of Charter Party Contract will not be interfering this contract, base of calculation and conditions is the contract between BUYER & SELLER/Shipper which is independent official document.

8. Warehousing costs: Laycan should be given by SELLER to BUYER from 8-15 days in advance, the vessel should be nominated and berthed within given laycan, and otherwise, warehousing costs after seven (7) days from laycan as per port tariffs will be on BUYER's account.

9. Penalty: If PARTIES are in infringement of their pertinent contractual commitments related to taking or delivering the cargo, they will agree upon a mutually-agreed deadline for fulfilling their respective undertakings. If no agreement reached or no outcome attained, SELLER or BUYER are then entitled to claim penalty through Dispute Settlement Forum hereunder.

10. Force majeure: ICC Force Majeure Clause 2020 shall be applied.

11. Governing Law & Dispute Settlement:

All Disputes or claims arising out of or in connection with this contract, Including any question regarding its existence, validity, termination, breach or interpretation, shall be referred to and finally resolved by arbitration administered by the Arbitration Centre of Iran Chamber (ACIC) in accordance with the Arbitration Rules of the Arbitration Centre of Iran Chamber (ACIC RULES). This arbitration clause shall be treated as an agreement independent of this contract and shall in any case be binding.

12. Confidentiality: All data and information contained herein shall be tread as the confidential information and PARTIES shall duly observe this requirement.

13. Miscellaneous:

13.1. Submission of any documents required for implementation of this CONTRACT and documents therewith shall be prepared in advance and hinges upon SELLER's confirmation.

13.2. BUYER shall perfectly comply with all applicable banking regulations appurtenant to payment procedure.

13.3. BUYER shall not assign its rights and obligations herein without prior written consent of SELLER.

13.4. No modification, amendment and addendum whatsoever nature shall have legal effect unless agreed by SELLER and BUYER in writing.

SELLER
Arfa Iron & Steel Co.
Mostafa Chamran
Commercial Deputy

25. Nov. 2025

BUYER

Name:

Title:

Date:

Name:

Title:

Date: