

Before issuing ICPO please note the following:

ICPO Submission Requirements and Legal Obligations

The Irrevocable Corporate Purchase Order (ICPO) must be formally presented on the official letterhead of the buyer's company, bearing the duly authorized signature of a company executive or a designated representative with full legal authority to bind the company to the transaction. The document must be authenticated with the company's official stamp or seal to confirm its legitimacy. It must explicitly state the buyer's complete banking details, including the full name of the financial institution, branch address, SWIFT code, account number, and the designated bank officer's full contact information, including direct phone number and email, to facilitate verification and due diligence. Any failure to provide accurate and verifiable banking information will render the ICPO null and void.

The ICPO must also clearly indicate the names, titles, and official roles of all signatories to confirm their authority to engage in legally binding commitments on behalf of the buyer's company. It must be current and dated within the last one to three calendar days from the date of submission to ensure its validity and relevance at the time of review. Any ICPO that does not meet this recency requirement will not be considered valid for transaction processing. The company letterhead used in the ICPO must precisely match the account holder details as listed in the banking information. Any discrepancies or inconsistencies may result in immediate rejection of the ICPO and termination of ongoing negotiations.

Legally Binding Nature of the Documents and Terms of Sale:

By submitting the ICPO and engaging in the transaction process, both the buyer and seller acknowledge and agree that all provided documents, including the Commercial Invoice, Sales and Purchase Agreement, Memorandum of Understanding, Proof of Product, and any additional contractual documents, are legally binding and enforceable under the applicable governing laws. The terms of sale, including payment obligations, delivery conditions, product specifications, and all other stipulated provisions, become binding upon acceptance and execution by both parties.

Once the ICPO has been reviewed and accepted by the seller, and the necessary agreements have been duly signed, both the buyer and the seller are legally obligated to fulfill the terms outlined within the document. Any failure to comply with these obligations, whether through non-payment of the agreed-upon amount, failure or refusal to accept or make delivery, or misrepresentation of financial capability, may result in legal recourse, financial penalties, and potential blacklisting from future transactions within the industry. The seller reserves the right to pursue all available legal remedies to recover any losses incurred due to

non-performance or breach of contractual obligations. The buyer further acknowledges that failure to complete the transaction as agreed may subject them to damages, litigation, forfeiture of deposits, and potential liability for costs incurred by the seller, including storage, transportation, and legal fees.

Confidentiality and Restrictions:

All transaction-related documents, including the Irrevocable Corporate Purchase Order, Commercial Invoice, Sales and Purchase Agreement, Memorandum of Understanding, Proof of Product, financial statements, shipping documents, and any related records, are strictly confidential and proprietary. These documents are provided exclusively for the purpose of facilitating the transaction between the designated buyer, seller, and authorized personnel and entities directly involved in the execution, regulation, and oversight of the transaction.

Authorized personnel and entities include but are not limited to port authorities, customs officials, shipping agencies, financial institutions involved in payment processing, legal representatives, fiduciary agents, inspection and surveyor teams (such as SGS, Intertek, Bureau Veritas, or other industry-recognized certification bodies), logistic service providers, terminal operators, authorized intermediaries (for the transaction), authorized brokers (for the transaction) and relevant governmental regulatory bodies overseeing trade compliance. These parties are granted access strictly for the purpose of ensuring the lawful and successful completion of the transaction.

Under no circumstances shall these documents be shared, disclosed, reproduced, or distributed to any unauthorized third parties, including unauthorized brokers, unauthorized intermediaries, unauthorized financial institutions, private entities, or individuals not explicitly approved by the buyer, seller, or governing regulatory authorities. Any unauthorized sharing, whether intentional or unintentional, is strictly prohibited and may result in immediate termination of the transaction, legal action, financial liability, and potential reporting to relevant regulatory enforcement bodies.

All parties involved in the transaction acknowledge that unauthorized use, misrepresentation, falsification, or unauthorized submission of any transaction-related documents, including but not limited to the ICPO, constitutes a serious violation of international trade laws, financial regulations, and contractual obligations. Such actions may result in both civil and criminal liability, including financial penalties, legal claims, and potential blacklisting from future transactions. The seller reserves the right to conduct independent verification and due diligence on all submitted documents and information, including direct confirmation with the buyer's banking institution and corporate representatives, to ensure compliance and authenticity. Additionally, the seller retains the right to track, monitor, and enforce strict adherence to confidentiality and legal requirements, taking all necessary legal measures to prevent unauthorized disclosure, misrepresentation, or misuse of proprietary and sensitive information. The seller shall not be held liable for any inaccuracies, misrepresentations, errors, or omissions made by the buyer in the ICPO or any subsequent documentation.

Disclaimer:

The issuance and acceptance of the ICPO do not, in and of themselves, constitute a legally binding contract of sale but serve solely as an expression of the buyer's firm intent and financial capability to engage in a legally binding purchase agreement. The finalization of the transaction remains subject to the execution of a mutually agreed-upon Sales and Purchase Agreement or/and Commercial Invoice and the fulfillment of all pre-agreed conditions precedent.

The buyer assumes full responsibility for ensuring that all provided information is accurate, complete, and truthful. Any attempt to manipulate, alter, or misrepresent transaction-related documents will result in immediate termination of the transaction and may be reported to relevant legal and regulatory authorities for further action. By submitting an ICPO, the buyer explicitly acknowledges, agrees, and accepts the terms, conditions, and legal obligations outlined herein.

We and our associated refinery are committed to building a positive, productive, and prosperous business relationship.

Sincerely,

Richard O J Naylor
CEO – AluminumNow Ltd.
Facilitators & Mandates(as applicable)