



Müeyyedzade Mah. Necatibey Cad. 49
Hadi Nasır İş Mrk. K:2
Beyoğlu, İstanbul

To: ALBAYARG FOR WEAPONS & AMMUNITION
Attention: Amin Abdelrahman Khalafalla Omer
Address: Building No. 14, Street No. 47, Khartoum 2, Khartoum, Sudan
From: Boomslang Lojistik Savunma Sanayi Ve Dış Ticaret Limited Şirketi
Subject: TTs Sudan Police

Dear Sir

I would like to bring to your attention the following:

- Under Contract BKC0002/02/21 (Contract attached) a 50% deposit of \$155 000 (One hundred fifty-five thousand US Dollars) should be paid 3 days after the issuing of the invoice. We have only received 25% of the value of the first batch of 2000 TT.
- We have moved the TTs from Bulgaria to Romania. I have travelled at my own expense to the factory in Romania to oversee the painting work. Which has already started. As seen in annex 1.
- The original end user was only received 5 working days ago. The original document is needed for the export documents.
- Transit documents have been applied for and are due to be issued this week.
- We have fulfilled your request to forward and/or meet with the defence attaché of Sudan, Brigadier General Adil Ismail Abubaker Elfaki.
- We are ready in all willingness and readiness to sign a new contract stipulating a penalty clause of 2% (\$ 30 000, Thirty thousand US Dollars) of the value of the contract BKC0002/02/21 which has a value of \$ 1 550 000 (One million Five Hundred Fifty Thousand US Dollars) for delivery within 15 working days.
- Please understand that all these delays of payment have caused a domino effect on delays with regards to delivery.
- We would like to finalize the first batch of delivery as soon as possible (we need the outstanding 25%) and we kindly request that the remaining 50% is ready on the issue of export documents.

Company Reg / Tic. Sic. No.: 119514-5
Ref No. BKL0001/04/21
Date: 12/ 04/ 2021



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- We would like to finalize the first batch order of 2000 TTs, so that we will not have further delays on the next consignment (After the successful delivery of the first consignment) we would kindly request the full advance of the next 2000 TTs.

I hope this clarifies your queries, if there are any further questions, I am at your service.

Thanking you in advance.

A handwritten signature in black ink, appearing to read 'A A Wadvalla', is positioned to the left of the company stamp.



A A Wadvalla
Global Managing Director
Boomslang Lojistik Savunma Sanayi

Company Reg / Tic. Sic. No.: 119514-5
Ref No. BKL0001/04/21
Date: 12/ 04/ 2021



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ANNEX 1



Proof of entry and exit dates from goods inspection in Romania.

Company Reg / Tic. Sic. No.: 119514-5
Ref No. BKC0002/02/21
Date: 18/ 02/ 2021



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**TO THE ATTENTION OF AMIN ABDELRAHMAN
KHALAFALLA OMER**

Company Reg / Tic. Sic. No.: 119514-5
Ref No. BKC0002/02/21
Date: 18/ 02/ 2021



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Beyoğlu, İstanbul

CONTRACT
No. BKC0002/02/21
February 18, 2020

SELLER
BOOMSLANG LOJİSTİK SAVUNMA SANAYİ VE DIŞ TİCARET
LİMİTED ŞİRKETİ
Müeyyedzade Mah. Necatibey Cad. 49 Hadi Nasır İş Mrk. K:2
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BUYER

ALBAYARG FOR WEAPONS & AMMUNITION
(Property of Amin Abdelrahman Khalafalla Omer)
Name and Address of End User Building No. 14, Street No. 47,
Khartoum 2, Khartoum, Sudan

DELIVERY TERMS
FOB- BLACK SEA PORT
INCOTERMS 2010

Istanbul 2021



Müeyyedzade Mah. Necatibey Cad. 49
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CONTRACT No. BKC0001/02/21
February 18, 2021

BOOMSLANG LOJİSTİK SAVUNMA SANAYİ VE DIŞ TİCARET LİMİTED ŞİRKETİ
Turkey, hereinafter referred to as "SELLER" on the one hand, and **ALBAYARG FOR WEAPONS & AMMUNITION** hereinafter referred to as "BUYER", on the other hand, each individually and together, hereinafter referred to as "Party" and "Parties", have concluded this contract (hereinafter referred to as the Contract) as follows:

1. SUBJECT OF THE CONTRACT

1.1. The SELLER will sell and the BUYER will buy on FOB- Black Sea Port (in accordance with Incoterms 2010, publication of the International Chamber of Commerce No. 715, 2010, Paris, France) the Goods (hereinafter referred to as the Goods) in the nomenclature, quantity, by years of issue, specified in Annex No. 1 Specifications of Goods.

2. PRICE AND TOTAL VALUE OF THE CONTRACT

2.1. The prices for the Goods delivered under the Contract are fixed in USD and considered as: FOB- Black Sea Port, (in accordance with Incoterms 2010, publication of the International Chamber of Commerce No. 715, 2010, Paris, France).

2.2. The prices for the Goods delivered under the Contract are fixed and not subject to change during the term of the Contract.

2.3. **The total value of the Goods delivered under the Contract is USD \$ 1 550 000.00 (One Million Five Hundred Fifty Thousand) to be paid in EURO as per daily rate on date of transfer.**

3. TERMS OF DELIVERY OF GOODS, PACKAGING

3.1. The Goods will be delivered in tranches of 2000 TTs.

3.2. The Goods purchased under the Contract will be supplied under FOB- Black Sea Port (in accordance with the Incoterms 2010 rules, publication of the International Chamber of Commerce No. 715, 2010, Paris, France) in the container according to the actual condition.

3.3. The date of shipped of the Goods is the date of the international waybill at the place of shipment.

3.4. Delivery term of the Goods – within 30 days from the date of receipt of the advance payment from the Buyer

3.5. The SELLER shall inform the BUYER in writing about the readiness of the Goods for shipment and send a copy of the invoice to the BUYER by fax or e-mail.

3.6. The SELLER will transfer to the BUYER / Consignee the Goods free from any rights and claims of third parties, including arrest and pledge.

3.7. Delivery of goods is organized and carried out at the expense of the Buyer

3.8. The SELLER will ensure the performance of export and other formalities related to the export of the Goods from the territory of the storage country.

3.9. The SELLER undertakes to obtain a license for the export of Goods, other permits and necessary documents.

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- 3.9. The SELLER in writing (by e-mail) informs the BUYER about the receipt of the permit for export of the Goods, including documents necessary for the transportation of dangerous goods by air or sea.
- 3.10. Together with the goods to be presented shipping documentation (invoice, bill, packaging sheets, product data sheet). The documentation will be in English.
- 3.11. In each place of cargo, a packing list in a waterproof package must be enclosed. The second copies of the packing lists must be enclosed in the place of cargo No. 1.
- 3.12. All formalities connected with the export of the Goods from the territory of the storage country are performed by the SELLER, and with the importation into the country of the CONSIGNEE shall be carried out by the BUYER and / or the CONSIGNEE.

4. TERMS OF PAYMENTS

4.1. Payment to be made in tranches with a total value of \$ 310 000.00 (Three Hundred Ten Thousand US Dollars). The deposit of the \$ 155 000 USD (One Hundred Fifty-Five Thousand) has to be done three days after issuing of invoice. The rest of the \$ 155 000 USD (One Hundred Fifty-Five Thousand) shall be paid immediately after the export permission is given. Amounts to be paid in EURO as per daily rate on date of transfer.

4.2. All bank charges in the territory of the BUYER are paid by the BUYER, outside the territory of the BUYER – by the SELLER.

5. QUALITY OF GOODS AND CLAIMS

5.1. The quality of the Goods delivered under the Contract shall correspond to the actual state of the products, taking into account the terms of storage.

5.2. Claims may be made in relation to the quantity of Goods (intra container shortage, incompleteness of the Goods, state of container) within 30 calendar days from the date of delivery by compiling the Reclamation Act and transferring it to the representative of the SELLER. In the event that the SELLER within 10 days recognizes the validity of the claim, he is obliged within 30 days after its recognition at its own expense to deliver the missing Goods with indication of the marking on the container, the Contract number and the Reclamation Act number. The accepted claim is considered settled from the moment of delivery of the missing Goods.

6. LIABILITY OF THE SELLER

6.1. In case of default by SELLER conditions of shipment of the goods on the contract, the buyer has the right to require the seller to a penalty for late delivery in the amount of 0.01% of the value of undelivered Goods. not shipped on time for each week of delay in delivery during the first four weeks and in the amount of 0.05% of the value of the Goods not shipped on time for each subsequent week of delay, but not more than 3% of the contract value of the Goods not shipped.

Penalty will be charged only by paying invoices issued by the BUYER for the amount of the fine. These invoices will be given with the attachment of calculating the amount of the penalty and documents confirming its validity. The amount of the penalty will be transferred within 30 days from the date of receipt of the request to the account of the BUYER according to the bank details specified in the invoice / written request of the BUYER.

7. FORCE MAJEURE CIRCUMSTANCES

7.1. The Parties shall not be held liable for partial or complete failure to fulfill obligations under the Contract, if such failure is a result of force majeure circumstances: earthquake, flood, fire, typhoon, hurricane, military actions, mass diseases (epidemics), sabotage, prohibitive measures of SELLER and (or) BUYER's countries, prohibition of trade operations with some countries due to the adoption of international sanctions and other circumstances not depending on the will of the Parties. These events must be extraordinary, unforeseen and unavoidable, arise after the conclusion of the Contract and not depend on the will of the Parties.

7.2. In the event of force majeure circumstances, the Party affected by such circumstances must notify the other Party within 30 days in writing about them. The notice should contain information on the nature of the circumstances, and, if possible, assess their impact on the ability to fulfill obligations under the Contract and the deadline for the fulfillment of obligations.

7.3. The Party that has the above circumstances must within 7 days transfer to the other Party the certificate of the Chamber of Commerce and Industry of his country on the existence of force majeure circumstances.

7.4. Upon termination of the above circumstances, the Party must immediately notify the other Party about it in writing. The notice shall indicate the period in which it is expected to fulfill the obligations under the Contract.

7.5. In the event of force majeure circumstances, the time for performance of obligations under the Contract by the Parties shall be extended proportionally to the duration of such event and their consequences.

7.6. If force majeure circumstances continue for more than 60 days, the Parties must discuss and agree on the adoption of appropriate measures aimed at fulfilling their obligations. In the event that such circumstances continue for more than 6 months and the Parties are unable to take a decision on further agreed actions for the performance of contractual obligations, each of the Parties has the right to terminate the Contract in whole or in part without any consequences for itself, having informed the other Party about it in writing.

8. ARBITRATION

8.1. All disputes and disagreements that may arise out of the Contract or in connection with it are resolved directly between representatives of the Parties by negotiations, and if it is not possible, subject to the exception of the jurisdiction of general courts, consideration in the International Commercial Arbitration Court Istanbul in accordance with International Rules. When considering the dispute, the arbitration court will be guided by the International rules of substantive law. The decision of the arbitral court shall be final and binding on both Parties.

The expenses for arbitration shall be beard by the Party found guilty by a decision of the arbitral court.

9. OTHER TERMS AND CONDITIONS

9.1. Each Party parties shall take all necessary measures to obtain the required permits in accordance with the laws of their countries to obtain permits under this Contract and to fulfill the obligations stipulated in this Contract.

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9.2. The BUYER undertakes not to transfer to anyone other than the end user (Consignee), the Goods delivered under the Contract.

9.3. All Annexes and Specification for the Contract are its integral part.

9.4. The ownership of the Goods, as well as the risks of its accidental damage or loss, transfer from the SELLER to the BUYER at the time of transfer of the goods to the carrier upon receipt of the international waybill.

9.5. Taxes, duties and other official fees and expenses related to the performance of the Contract in the territory of the BUYER's country shall be paid by the BUYER, and outside the territory of the country of the BUYER shall be paid by the SELLER.

9.6. The BUYER within 30 days from the date of signing the Contract must provide the SELLER with permission to import Goods to the country of destination.

9.7. Neither Party shall have the right to transfer its rights and obligations under the Contract to third parties without the written consent of the other Party.

9.8. Any changes and additions to the Contract are valid only if they are made in writing and signed by authorized representatives of the Parties.

9.9. The documented and other information related to the performance of the Contract is not subject to disclosure and transfer to third parties without the written consent of both Parties, except for cases when this information is communicated to the authorities of SELLER and BUYER countries on the grounds and in accordance with the laws of the SELLER and the BUYER countries.

9.10. The SELLER and the BUYER will protect the information received during the performance of the Contract.

9.11. After the signing of the Contract, all references to previously held correspondence and negotiations for its conclusion become invalid.

9.12. The Contract comes into force upon signature.

9.13. The contract is signed in two original copies having equal legal force, in English, one copy for each Party.

10. LEGAL ADDRESSES AND SIGNATURES OF THE PARTIES

SELLER:

BOOMSLANG LOJİSTİK SAVUNMA

Müeyyedzade Mah. Necatibey Cad. 49

Hadi Nasır İş Mrk. K:2

Beyoğlu, İstanbul

BUYER:

ALBAYARG FOR WEAPONS


& AMMUNITION

(Property of Amin Abdelrahman Khalafalla Omer)

Name and Address of End User Building

No. 14, Street No. 47, Khartoum 2,

Khartoum, Sudan



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Annex №1 to the Contract from February 16, 2021 No. BKQ0002/12/20

LIST of Goods supplied under the Contract

TOTAL VALUE OF GOODS

No.	Name of Goods	unit	Quantity	Price for 1 unit, USD	Total cost, USD
1.	TT	pc.	10 000	\$155 (\$145 unit + \$10 painting)	\$ 1 550 000.00
TOTAL:					\$ 1 550 000.00

VALUE OF GOODS PER TRANCHE

No.	Name of Goods	unit	Quantity	Price for 1 unit, USD	Total cost, USD
1.	TT	pc.	2000	\$155 (\$145 unit + \$10 painting)	\$ 310 000.00
TOTAL:					\$ 310 000.00

The total value of the Goods under the Contract:
\$ 1 550 000.00 (One Million Five Hundred Fifty Thousand).

Amounts to be paid in EURO as per daily rate on date of transfer.

SELLER:
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