

Reprint From MFA-0000-000000

Possible duplicate indicator set locally

Instance Type and Transmission

Notification

(Transmission) of Original sent to SWIFT (ACK)

Network Delivery Status: Network Ack

Priority/Delivery : Normal

Message Input Reference : 1605 210630IBBLBDDHA2760424548487

Message Header

Swift Input: FIN 700 Issue of a Documentary Credit

Sender : IBBLBDDH276

ISLAMI BANK BANGLADESH LTD

(GULSHAN CIRCLE-1 BRANCH)

DHAKA

BD

Receiver : TCZBTR2AXXX

TURKIYE CUMHURİYETİ ZIRAAT BANKASI A.S.

(HEAD OFFICE)

ANKARA TR

MUR : 202106290001379

Message Text

F27: Sequence of Total

Number: 1/

Total: 1

F40A: Form of Documentary Credit

IRREVOCABLE

F20: Documentary Credit Number

090121010079

F31C: Date of Issue

210630 2021 Jun 30

F40E: Applicable Rules

Applicable Rules: UCP LATEST VERSION

F31D: Date and Place of Expiry

Date: 211227 2021 Dec 27

Place: TURKEY

F50: Applicant

AG CERAMICS LIMITED

OFF: AHSAN TOWER, 76 BIR UTTAM

A.K. KHANDAKAR ROAD, MOHAKHALI

C/A, DHAKA-1213, BANGLADESH

F59: Beneficiary

Name and Address:

EAE ELEKTRİK ASANSÖR END. İNŞAAT

SAN VE TİC A.Ş. AKCABURGAZ

MAH, 3114 SOK, NO: 10 ESENYURT,

İSTANBUL, TURKEY

F32B: Currency Code, Amount

Currency: USD US DOLLAR

Amount: 1732685, #1732685, #

F41D: Available With ... By ... - Name and Address - Code

Name and Address: ANY BANK IN TURKEY

Code: BY NEGOTIATION

F42C: Drafts at ...

SIGHT

F42A: Drawee - Party Identifier - Identifier Code

Identifier Code:

IBBLBDDH276

ISLAMI BANK BANGLADESH LTD

(GULSHAN CIRCLE-1 BRANCH)

DHAKA BD

F43P: Partial Shipments

ALLOWED

F43T: Transshipment

ALLOWED

F44E: Port of Loading/Airport of Departure

ANY PORT OF TURKEY

F44F: Port of Discharge/Airport of Destination
CHATTOGRAM SEAPORT, BANGLADESH

F44C: Latest Date of Shipment
211206 2021 Dec 06

F45A: Description of Goods and/or Services
BRAND NEW CAPITAL MACHINERY FOR CERAMICS INDUSTRY:
1. ALL THE MATERIALS ARE BUSBAR TRUNKING SYSTEMS AND UNDER THE
CATEGORY OF TAP OFF UNIT, STRAIGHT TRUNKING UNIT, JUNCTION
UNIT, FEEDER UNIT AND DISTRIBUTION BOARD CONNECTION UNIT,
VOLTAGE NOT EXCEEDING 1000V.
QTY:1 SET UNIT PRICE USD1206185.00
1. COMPLETE ELECTRIC PANELS (LT SWITCH GEAR), VOLTAGE NOT
EXCEEDING 1000V.
QTY:1 SET UNIT PRICE USD490000.00
SEA FRIEGHT USD36500.00

CFR CHATTOGRAM SEAPORT, BANGLADESH (INCOTERMS 2020) AS PER
PROFORMA INVOICE NO.CWPL/BBT-21/0069 DATE: 29.06.2021 OF THE
BENEFICIARY.

F46A: Documents Required

- (1) BENEFICIARY'S DRAFT IN DUPLICATE DRAWN ON ISLAMI BANK
BANGLADESH LIMITED, GULSHAN CIRCLE1 BRANCH, DHAKA, BASATY
ARISTOCRATS 1ST FLOOR, GULSHAN AVENUE, GULSHAN1, DHAKA, BANGLADESH
FOR FULL INVOICE VALUE.
- (2) SIGNED INVOICES IN 6(SIX) FOLD (AT LEAST ONE ORIGINAL)
CERTIFYING MERCHANDISE IS OF TURKEY ORIGIN MENTIONING LCAF
NO.343683, H.S.CODE NO.8537.10.10, 8537.10.90 AND BIDA PERMISSION
NO.L-202215115488-H
- (3) FULL SET BILL OF LADING PLUS 03(THREE) NON NEGOTIABLE COPIES
OF MARKED 'FREIGHT PREPAID' DRAWN ON ENDORSED TO THE ORDER OF
ISLAMI BANK BANGLADESH LIMITED, (BUSINESS IDENTIFICATION
NUMBER-000000124-0002), GULSHAN CIRCLE1 BRANCH, DHAKA, BASATY
ARISTOCRATS 1ST FLOOR, GULSHAN AVENUE, GULSHAN1, DHAKA, BANGLADESH
NOTIFYING APPLICANT AND THE ISSUING BANK.
- (4) INSURANCE COVERED BY APPLICANT. ALL SHIPMENTS UNDER THIS
CREDIT MUST BE ADVISED BY THE BENEFICIARY WITHIN 10(TEN) WORKING
DAYS AFTER SHIPMENT DIRECT TO SOUTH ASIA INSURANCE COMPANY LTD,
SENAKALYAN BHABAN (8TH FLOOR) 195 MOTIJHEEL C/A DHAKA-1000
THROUGH EMAIL info at southasiainsurance.com OR BY FAX
NO.+88-02-9550056 OR BY COURIER AND TO THE APPLICANT FAX NO. OR
BY COURIER AND TO THE APPLICANT THROUGH EMAIL:
commercial.ag@outlook.com OR BY COURIER MENTIONING COVER
NOTE NO. SAIC/CORP/MC-1488/06/2021 DTD.30.06.2021 AND L/C NO.
GIVING FULL DETAILS OF SHIPMENT. A BENEFICIARY CERTIFICATE
REGARDING COMPLIANCE OF THE ABOVE REQUEST MUST ACCOMPANY
SHIPPING DOCUMENTS.
- (5) CERTIFICATE OF ORIGIN IN TWO FOLD(ONE IN ORIGINAL AND REST
ONE IS COPY) FROM CHAMBER OF COMMERCE/ GOVT.APPROVED AGENCY IS
REQUIRED ATTACH WITH ORIGINAL DOCS.
- (6) DETAILED PACKING LIST IN 6(SIX)FOLD DULY SIGNED BY THE
BENEFICIARY.
- (7) ONE SET OF NON-NEGOTIABLE DOCUMENTS INCLUDING DETAILED
PACKING LIST MUST BE DISPATCHED TO THE APPLICANT BY COURIER OR
THROUGH EMAIL: (commercial.ag@outlook.com) WITHIN 10 (TEN)
DAYS AFTER SHIPMENT. A CERTIFICATE BY THE BENEFICIARY IN THIS
REGARD MUST ACCOMPANY THE ORIGINAL DOCUMENTS.
- (8) WITHIN 5(FIVE) WORKING DAYS AFTER SHIPMENT THE BENEFICIARY
MUST INFORM THE L/C ISSUING BANK THROUGH EMAIL:
fex.gulshan1@islamibankbd.org OR BY COURIER PARTICULARS OF
SHIPMENT MENTIONING OUR L/C NUMBER, COMMODITY, QUANTITY OF
SHIPMENT, AMOUNT, SHIPMENT DATE, NAME OF CARRIER, PORT OF
LOADING, PORT OF DISCHARGE, ETA DESTINATION PORT. COPY OF
SUCH ADVICE MUST ACCOMPANY THE ORIGINAL SHIPPING DOCUMENTS.
- (9) BENEFICIARY MUST ISSUE A CERTIFICATE THAT THE QUANTITY,
QUALITY, CLASSIFICATION, DESCRIPTION, SPECIFICATION AND WEIGHT OF
THE GOODS ARE FULLY AS PER L/C TERMS.
- (10) COUNTRY OF ORIGIN MUST BE MENTIONED CLEARLY ON THE PACKAGES
OF GOODS/POTS/BOX/CONTAINER ETC. A BENEFICIARY CERTIFICATE
REGARDING COMPLIANCE OF THE ABOVE MUST ACCOMPANY THE ORIGINAL
DOCUMENTS.
- (11) IMPORTER'S NAME, ADDRESS AND TIN 486748878719 BIN
000816319-0704 MUST BE INSCRIBED OR PRINTED IN INDELIBLE
INK ON, AT LEAST 2PCT OF THE LARGEST PACKET/COVER/TINNED

PACKAGES/SACK PACK/WOODEN BOX/CASE/ROLL/OTHER PACKETS CONTAINING THE IMPORTED GOODS.BENEFICIARY 'S CERTIFICATE TO THIS EFFECT MUST ACCOMPANY THE SHIPPING DOCS.
 (12)THE MACHINERY SUPPLIED UNDER THIS CREDIT MUST BE BRAND NEW WITHOUT ANY MANUFACTURING DEFECT, QUANTITY AND QUALITY AS PER L/C TERMS.A CERTIFICATE TO THIS EFFECT MUST ACCOMPANY THE ORIGINAL SHIPPING DOCUMENTS.
 (13)A WARRANTY CERTIFICATE TO BE ISSUED BY THE BENEFICIARY MUST ACCOMPANY WITH THE ORIGINAL DOCUMENTS STATING THAT THE MANUFACTURING DEFECT/FAULT WHICH WILL NOT INCLUDE GENERAL WEAR AND TEAR FOR THE GOODS OF THE ABOVE LETTER OF CREDIT ARE FOR A PERIOD OF 24(TWENTY FOUR)MONTHS FROM THE DATE OF COMMISSIONING OR 30(THIRTY)MONTHS AFTER THE DATE OF BILL OF LADING WHICHEVER IS EARLIER AND IF ANY PARTS OF THE MACHINE OUT OF ORDER DUE TO THE MANUFACTURING DEFECT/FAULT WITHIN THE WARRANTY PERIOD IT MUST BE REPLACED/REPAIRED BY BENEFICIARY'S COST.

F47A: Additional Conditions

- (1) DOCS EVIDENCING SHIPMENT PRIOR TO L/C DATE NOT ACCEPTABLE.
- (2) L/C NUMBER,DATE AND NAME OF APPLICANT AND ISSUING BANK MUST APPEAR IN ALL THE DOCUMENTS EXCEPT E-MAIL RECEIPT.
- (3) SHORT FORM, CLAUSED, BLANK BACK, STALE BILL OF LADING NOT ACCEPTABLE.
- (4) PACKING SHOULD BE IN STANDARD EXPORT PACKING.
- (5) IF THE DOCS IS FOUND DISCREPANT, AN AMOUNT OF USD100.0 WILL BE DEDUCTED FROM BILL VALUE AT THE TIME OF PAYMENT.
- (6) ALL DOCUMENTS MUST BE IN ENGLISH.
- (7) SHIPMENT/TRANSPORTATION TO BE EFFECTED ON VESSEL AUTHORISED TO ENTER PORTS OF BANGLADESH ACCORDING TO HER LAWS AND REGULATIONS.IT IS RELATING TO MATTERS OTHER THAN THE BOYCOT AND IT IS TO MEET ENVIRONMENT AND SAFETY STANDARD.
- (8) AN AMOUNT OF USD50.0 WILL BE DEDUCTED AS DOCS PROCESSING CHARGE AT THE TIME OF PAYMENT FROM BILL VALUE.
- (9)APPLICANT'S NAME, ADDRESS AND VAT REGISTRATION NUMBER 000816319-0704 MUST BE MENTIONED IN ALL SHIPPING DOCUMENTS EXCEPT E-MAIL RECEIPT INCLUDING TRANSPORT DOCUMENTS, COMMERCIAL INVOICE AND PACKING LIST.
- (10)THIRD PARTY DOCUMENT ACCEPTABLE EXCEPT DRAFT AND INVOICE.
- (11)THE ISSUING BANK SHALL HAVE A MAXIMUM OF TWENTY BANKING DAYS FOLLOWING THE DAY OF PRESENTATION TO DETERMINE IF A PRESENTATION IS COMPLYING ON THE GROUND OF COVID-19.
- (12)APPLICANT DETAILS: AG CERAMICS LIMITED
 OFF:AH SAN TOWER,76 BIR UTTAM
 A.K.KHANDAKAR ROAD,MOHAKHALI
 C/A,DHAKA-1213,BANGLADESH
 FAC:JAGODISHPUR,
 ITAKHOLA,MADHABPUR,
 HABIGANJ-3331, BANGALDESH.

F71D: Charges

ALL FOREIGN BANK CHARGES INCLUDING REIMBURSEMENT BANK'S CHARGES OUTSIDE BANGLADESH ARE ON BENEFICIARY'S ACCOUNT.

F48: Period for Presentation in Days

Days: 21

Narrative: /FROM SHIPMENT BUT WITHIN LC EXPIRY

F49: Confirmation Instructions

WITHOUT

F78: Instructions to the Paying/Accepting/Negotiating Bank

- (1) UPON RECEIPT OF DOCUMENTS STRICTLY COMPLYING CREDIT TERMS,WE SHALL ARRANGE REMITTANCE OF FUND TO YOUR DESIGNATED BANK AS PER YOUR INSTRUCTION.ON THE DATE OF NEGOTIATION, NEGOTIATING BANK MUST INFORM TO ISSUING BANK (BIC: IBBLBDH276) REGARDING STATUS OF NEGOTIATION. COPY OF SUCH ADVICE MUST ACCOMPANY THE ORIGINAL DOCUMENTS.
- (2)DOCTS TO BE FORWARDED TO ISLAMI BANK BANGLADESH LIMITED, GULSHAN CIRCLE1 BRANCH, DHAKA, BASATY ARISTOCRATS 1ST FLOOR,GULSHAN AVENUE,GULSHAN1,DHAKA,BANGLADESH BY COURIER TO THE OFFICE PREMISES ONLY WITHIN OFFICE HOUR.

F72Z: Sender to Receiver Information

PLS ADVISE THE CREDIT TO THE BENEFICIARY ACCORDINGLY UNDER INTIMATION TO US.

Message Trailer

{CHK:7998E22DBA51}

PKI Signature: MAC-Equivalent

Interventions

formatted_interventions

Category : Network Report

Creation Time : 30/06/21 16:01:04

Application : SWIFT Interface

Operator : SYSTEM

Text

{1:F21IBBLBDDHA2760424548487}{4:{177:2106301605}{451:0}}

{108:202106290001379}}

End of Message

CROSS WORLD POWER LTD



Ensuring Power Since 1983

2. PAYMENT TERMS: 100% payment to be made through irrevocable confirmed L/C at sight.
 Asian Marine Limited, Wyke Way, Milton, Kent, ME14 5BZ, England.

FINANCIAL OFFER

AG Ceramics Limited.
 76, Mohakhali C/A, Bir Uttam A K khandoder
 Road, Dhaka-1213.

DATE : Jul 27, 2021
 REF : CWPL-AM/1669/21-R01F

FINANCIAL OFFER FOR SUPPLY OF 1x1250 KVA & 3x80 KVA 3 PHASE HEAVY DUTY DIESEL GENERATING SETS.

Dear Sir,

We are pleased to submit our financial offer with reference to our technical offer# CWPL-AM/1669/21-R01T dated Jul 27, 2021 :

1. Price:

SL #	Product Name	Unit	Price (GBP)	Qty.	Total Price(GBP)
1)	TEMPEST Brand 1250 KVA (Prime) Rating Diesel Generator with Perkins engine and Leroy Somer alternator ,pre-wired plant mounted synchronized	Set	114,000.00	1.00	114,000.00
	BRAND : Tempest				
	ENGINE : Perkins, UK				
	ALTERNATOR : Leroy Somer, Czech Republic				
	CONTROL MODULE : Deepsea, UK				
	PORT OF SHIPMENT : Felixstowe port, UK				
2)	3 units of TEMPEST Brand 80 KVA (Prime) Rating Diesel Generator with Perkins engine and Leroy somer alternator	Set	26,000.00	1.00	26,000.00

Total Cost and Freight (CTG) in GBP 140,000.00

GRAND TOTAL in GBP 140,000.00

Amount in words : GBP One Hundred and Forty Thousand Only.

Payment (Including port clearance & site delivery): TK. 1,80,20,000/-

Advance (paid) through BBT LC (USD) : 1,65,20,000/-

Before delivery : 15,00,000/-

[Handwritten signature and date 25/8/21]



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DEED OF AGREEMENT

This DEED OF AGREEMENT for the BBT is made on July 22, 2021, Christian era.

BETWEEN

M/S. AG CERAMICS LIMITED., Having its address at Factory: JAGODISHPUR, ITAKHOLA, MADHABPUR, HOBIGONJ-3331, H/O: AHSAN TOWER, 76 BIRUTTAM A.K KHANDAKAR ROAD, MOHAKHALI C/A, DHAKA-1213, BANGLADESH. Hereinafter referred to as the 'Buyer' also called the FIRST PARTY which expression, where the context so admits shall include its successors in interest and assigns of the FIRST PARTY.

AND

M/S. CROSS WORLD POWER LTD. having its office at House # 1/B, Road # 90, Gulshan-2, Dhakla-1212, Bangladesh, the local agent of EAE ELEKTRIK ASANSÖR END. INSAAT SAN VE TIC. A.Ş. (EAE Brand) for BBT and Panel hereinafter referred to as the Contractor or Supplier which expression, where the context so admits shall include its successors in interest and assigns of the SECOND PARTY.

W H E R E A S the Second party has made the offer vide letter no. Ref: CWPL/BBT-21/0069 dated June 16, 2021 and Ref: CWPL/SS/AGC/19032020 Date: June 22, 2021 for Design, Supply, Installation and Commissioning of Bushbar Trunking System (BBT) and Electric Panel of 6300A, 5000A, 3200A, 2500A, 2000A, 1600A, 800A, 10,000A with TOB and other related accessories with Brand: EAE, Turkey and OMEGAPANO, Turkey for this project.

Scope of supply:

C.W Scope:

01. Supply all the BBT and Panel up to C&F CTG after L/C open.
02. BBT Installation, Hanging Materials, Bridge with Canopy, Connecting Cu Bar.
03. Alternator to BBT Feeder Box Connecting Cables
04. Supply of LT, PFI and SDB (Brand: SIEMENS, Czech Republic).

AGCL Scope:

01. Port Clearing part of all imported item (C&F Chittagong to Site).
02. Any Civil & Structural work.
03. Tap off box to Machine Connecting Cables.
04. LT to PFI Connecting Cables.

Terms and conditions:

A.1. PRICE: Refer to offer Ref: CWPL/BBT-21/0069 dated June 16, 2021, the price of the BBT for foreign items are CFR CTG Port= USD 975,589.00 and refer to offer Ref: CWPL/SS/AGC/19032020 Date: June 22, 2021, the price of the Panel items are CFR CTG Port =USD 495,000.00. **The total CFR CTG Port basis price = USD 1,470,589.00 (One Million Four Hundred Seventy Thousand Five Hundred Eighty Nine) only.** But the Proforma Invoice no. CWPL/BBT-21/0069 R1 dated 12/07/2021 & LC value is USD 1,732,685.00 (One Million Seven Hundred Thirty Two Thousand Six Hundred Eighty Five) only. The additional/balance amount USD 262,096.00 (Two Hundred Sixty Two Thousand and Ninety Six) only to be refunded or to be exchanged with goods/equipment's/machinery. Cross world will import the stock BBT with separate BOQ for that additional amount and will be adjusted with (1) one unit 1250KVA & three (03) units 80KVA



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Tempest Diesel generators as per the offer ref: CWPL-AM/1669/21 dated 27/07/2021 and (2) supply, installation, testing & commissioning of 1X 2500KVA 11/.415KV Sub-Station with HT Cables as per offer ref. no. CWPL/SS/AGC/22062020 dated 26/07/2021, in addition AG ceramic will pay Tk. 1,500,000/- (Fifteen lac only) for clearing the DGs from port to AG site, and AG ceramic will supply the CW stock BBT to the CW warehouse. AG ceramic will pay the additional Tk. 1,500,000/- to cross world during custom clearing of the Diesel Generators at Chittagong /chattogram port.

Schedule of payment:

The 1st Party will make the payment to the 2nd Party as per followings:

B.1. Foreign items: 100% by LC.

B.2. BBT load Unload charge will bring by AGCL

Pre-Shipment Inspection: Two of "Buyer's representative will make the pre-shipment inspection before the final shipment and the "Contractor/Supplier" will arrange the visit and will provide the air ticket and lodging and food during this time.

Packing & Shipment : Shipment the goods to 1st party by 2nd party, at "Contractor/Supplier"'s sole cost and expense upto Chittagong sea port, shall be made within TWELVE (12) weeks after receipt of a Letter of Credit (hereinafter "shipment Date"). The goods shall be packaged appropriately and all cartons shall be clearly stamped with "BUYER"'s Shipping Mark. 1st party will confirm the Shipping Mark before Pre-Shipment inspection of the goods. 1st party must be able to identify easily all items of the goods contained within each carton. Shipment of the goods in an undamaged condition to "BUYER"'s installation site shall constitute "shipment" to 1st party. Risk of loss during transit shall remain with 2nd party.

A detail packing list indicating each item and item quantity shipped shall accompany with shipping document. The packing list shall be attached to the exterior of one of the containers in each shipment in a conspicuous manner.

1st party will ensure the clearing the BBT and Panel from CTG port to AG Factory. 2nd Party will delivery BBT Hanging Materials, Bridge with Canopy, Cu Bar and Alternator to BBT Connecting Cables from the local market.

Installation: 2nd Party shall install the supplied goods at the Installation Site in accordance with the installation schedule approved by the Buyer. 2nd party shall be responsible for all costs associated with installation of the goods. (According to mutually agreed schedule)

Testing and Certification: Upon completion of production of the goods, 2nd party shall perform scheduled tests to determine that the goods (BBT & Panel) are operating in conformance with performance specifications for the goods and any other requirements agreed to by the parties (hereinafter "Specifications"), a copy of which will be signed at the time of PRE SHIPMENT INSPECTION by the inspectors nominated by the 1st party (BUYER).



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Acceptance: "Acceptance" of the goods shall be deemed to occur on the date when, in the reasonable opinion of 1st party, the goods conforms to the Specifications, and has been continuously operated in compliance with the Specifications for One (01) months after installation & commissioning. Two (2) copies of operator and service instruction manuals are to be provided to 1st party by 2nd party, the latter to include electrical and mechanical schematics, and parts and current price lists.

Training: Prior to Acceptance of the Goods or at such other time as the parties may mutually agree, 2nd party shall provide, at no cost or expense to 1st party, training on operation of the Goods (technical Know-How, Standard Operational Procedures etc.) for the employees designated by 1st party.

Warranty: The 2nd party shall provide the warranty of their product against any manufacturing & workmanship defect of 30 (Thirty) months period from the date of shipment or 24 (Twenty Four) months from the date of successful commissioning. If any parts of the machine out of order due to the manufacturing defect/fault within the warranty period it must be replaced/ repaired by beneficiary's cost.

If during the Warranty Period and after trouble-shooting assistance from 2nd party, it is "BUYER's opinion that on-site service is required, warranty service will be available from 2nd party, free of charge. Warranty will not be applicable in case of mishandling during loading/unloading, misuse of materials.

After Sales Services: 2nd party will ensure free services for the above BBT and Panel for the period of 24 Months. Cost of transportation, food & accommodation to be born by 2nd party.

Compliance with Laws: 2nd party shall perform this Agreement in compliance with all applicable International and local laws, rules, regulations, and ordinances, and represents that it shall have obtained all licenses and permits required by law to engage in the activities necessary to perform its obligations under this Agreement.

Dispute and Arbitration: IF THERE IS ANY of such case, both parties will appoint an arbitration to minimize the arise issues before taking any kind of legal steps.

Notices: All notices and other communications pertaining to this Agreement shall be in writing and shall be deemed duly to have been given if personally delivered to the other party or sent by the Postal Service certified or by recognized carrier. All notices or communications between 1st party and 2nd party pertaining to this Agreement shall be addressed as follows:

If to 1st Party: Md. Shaiful islam
Head of Technical AG CERAMICS LTD.
Add: Ahsan Tower, Bir Uttam A.K. Khandakar Sarak, 76 Mohakhali C/A, Dhaka-1213, Bangladesh.
Call: +8801713369216



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[Handwritten signature]

If to 2nd Party: Eng. Md. Moshir Rahman
For M/S. CROSS WORLD POWER LTD,
Add: H 1/B, R# 90, Gulshan 2, Dhaka 1212.
Bangladesh.
Call: 880 2 8817767
Cell: 880 1715 101910

With a copy to: Md. Shahidul Ahsan
Chairman, AG CERAMICS LTD

All Electronic version communications/notices must copy to commercial.ag@outlook.com

Modifications: No revision or modification of this Agreement shall be effective unless in writing and executed by authorized representative of both parties. Either party may change its notification address by giving written notice to that effect to the other party in the manner provided herein.

Assignment: The prior written approval of 1st party shall be required to allow a delegation or assignment of duty to perform any obligation owed to 1st party by 2nd party, its agents, employees, contractors or affiliates.

Parts: For a twenty-year period from the date hereof, 2nd party agrees to make available and sell to 1st party such parts as to maintain the BBT & Panel items (Goods) in good working order and to offer a maintenance program.

Insurance: 1st party will cover the insurance of the equipment during the time of Shipment.

Confidentiality: The parties shall hold in strictest confidence any information and material which is related to either 1st party's or 2nd party's business or is designated by either 1st party or 2nd party as proprietary and confidential, herein or otherwise. 1st party and 2nd party hereby covenant that each shall not disclose such information to any third party without prior written authorization of the other. 2nd party further covenants not to disclose or otherwise make known to any party nor to issue or release for publication any articles or advertising or publicity matter relating to this Agreement in which the name of 1st party or any of its affiliates is mentioned or used, directly or indirectly, unless prior written consent is granted by 1st party.

Construction and Jurisdiction: This Agreement shall be governed by the laws of the BANGLADESH. Each of the parties to this Agreement hereby irrevocably and unconditionally: (i) consents to submit to the exclusive jurisdiction of the courts of BANGLADEAH for any proceeding arising in connection with this Agreement and each such party agrees not to commence any such proceeding except in such courts,



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and (ii) waives any objection to the laying of venue of any such proceeding in the courts of BANGALDESH.

In witness whereof:

Both the Buyer & supplier have conceded in this agreement to be executed with their seal & signature as of the day & year first above written.

On behalf of
First party (Buyer)

Abhijit Bhattacharya
COO,
AG Ceramics Ltd.

Witness:-

1. Eng. Md. Shaiful Islam (DGM)

2. Md. Showket Jahan (GCFO)

On behalf of
2nd party (Supplier)

Eng. Md. Harunor Rashid
COO,
Cross World Power Ltd.

Witness:-

1. Eng. Md. Moshirur Rahman

2. Eng. Md. Sanwar Parvez