



## AL SANAD INTERNATIONAL CORP.

CYPRUS - JORDAN - IRAQ

الإشارة : س/دولية / ٢٨١  
التاريخ : ١٩٩٣/٢/٢٠

الى / مركز ابن البيطار / الدائرة التجارية

الموضوع / تقديم خدمات تجارية

يسر شركة السند الدولية ومركزها عمان - الاردن ومؤسسة الحامد للتجارة الدولية ومركزها الاردن وطهران ان تحيطكم علماً بأن المؤسسين على استعداد لفتح طريق التجارة بين العراق وايران وذلك وفق الاسس التالية :

- ١- تبادل سلعى لمنتجات عراقية تصدر الى ايران وفق القائمة المرفقة طيه .
- ٢- منتجات ايرانية قابلة للتصدير والعراق بحاجة اليها من القائمة المرفقة طيه والكتالوجات التوضيحية .
- ٣- علماً ان القيمة المقترحة للبكايه لا تقل عن مبلغ عشرة ملايين دولار امريكي لكلا الطرفين يتم اجراء مقاصة عن كل ارسالية للطرفين .
- ٤- لغرض تحقيق هذا الامر وفي حالة موافقتكم الكريمة يسرنا توجيه دعوة الى وفد لا يقل عن ثلاث اشخاص لغرض زيارة ايران لمدة لا تقل عن اسبوعين للاطلاع على متطلبات وزارتكم من المواد من المطلوبة واعلام الجهات الايرانية بالمواد العراقية القابلة للتصدير .
- ٥- نرجوا التكرم بعلامنا ليتسنى لنا ترتيب برنامج الزيارة والاعداد لها بشكل جيد .

ختاماً نرجوا تقبل وافر الشكر والاحترام

المرفقات /

٣ نسخة من العقود الموقعة بين الشركات  
الايرانية ومؤسسة الحامد للتجارة الدولية

المدير العام  
اسامة السند

AL SANAD  
INTERNATIONAL CORP.  
JORDAN - IRAQ

صورة منه الى /  
- الاضبارة الخاصة  
- الاضبارة العامة

AMMAN - JORDAN  
P. O. BOX 5110 ZAHARAN  
FAX: 810187  
TEL: 812787  
TLX: 21461 WASAT JO

BAGHDAD / IRAQ  
HAY BABIL  
MAHALLA 925 ST. No. 32  
HOUSE NO. 187  
FAX: 8850359  
TLX: 213971 BTF IK  
TEL: 7767908

NKOSIA - CYPRUS  
KALAMATI ENTERPRISES LIMITED  
Cosmo Building P. O. Box 1392  
TEL: 02448868  
FAX: 02477849  
TLX: 2992 Cosmico cy





**AL SANAD INTERNATIONAL CORP.**  
CYPRUS - JORDAN - IRAQ

**قائمة السلع الإيرانية القابلة للتصدير**

- ١- المصنوعات المنزلية: حيث بدأت المصانع بالتصدير للأسواق الخارجية .
- ٢- بطاريات بحالة أحكامها .
- ٣- الاطارات بجميع أنواعها والتيستحقا حيث يوجد أربعة مصانع في ايران .
- ٤- الغزل بحالة أنواعها حيث تم ارسال عينات في السابق .
- ٥- الاقمشة بحالة أنواعها حيث تم ارسال عينات في السابق .
- ٦- محركات صناعية وزراعية ومنزلية .
- ٧- مواد اولية صناعية لاجزاء الاجهزة المنزلية ( غسالة ، طباشير ، شالاجة .. )
- ٨- مواد كيميائية وبخروكيميائية .
- ٩- مواد اولية للأدوية والمستلزمات الطبية .
- ١٠- مكيفات وتكييف خارجي .

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**AL SANAD INTERNATIONAL CORP.**

CYPRUS - JORDAN - IRAQ

**قائمة للسلع العراقية القابلة للتسويق في ايران**

- ١- الاسمنت بكافة انواعه .
- ٢- الفوسفات والاسمدة الفوسفاتية .
- ٣- اليوريا .
- ٤- التمور .
- ٥- شمع البرافين .
- ٦- النحاس .
- ٧- البراص .
- ٨- حبيبات البولي اثيلين عالي الكثافة وواطىء الكثافة .
- ٩- ديزل المحركات .
- ١٠- النفط الخام .
- ١١- الكبريت .
- ١٢- اي مواد يحددها الجانب العراقي مناسبة للتصدير .

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NKOSIA - CYPRUS  
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TLX: 2992 Cosmico cy



NATIONAL  
IRANIAN INDUSTRIES  
ORGANIZATION  
EXPORT COMPANY.

NECO bldg. 8, 2nd St.,  
Bucharest Ave. Tehran-Iran.  
Tel.:  
Tlx.: 212429 NECO IR.  
Fax.: 622586

Your Ref:

Our Ref: 70/112/146

Date: 26/2/92

IN THE NAME OF GOD  
AGENCY AGREEMENT

P.1

INTRODUCTION:

-----  
BASED ON THE MEETING BETWEEN NATIONAL IRANIAN INDUSTRIES  
ORGANIZATION EXPORT CO. (NECO) AND ALHAMED INTERNATIONAL  
TRADING EST-IRANIAN PRODUCTS CENTRE AMMAN ( I.P.C ) TWO  
PARTIES HAVE PREPARED AND SIGNED AGENCY AGREEMENT AS  
FOLLOWS:

PREAMBLE:

-----  
NATIONAL IRANIAN INDUSTRIES ORGANIZATION EXPORT COMPANY  
(NECO), BLDG 8, 2ND ST, BUCHAREST AVE, TEHRAN-IRAN SIGNED  
BY MR R.SADEGH MOHAMMADI MANAGING DIRECTOR AS THE FIRST  
PARTY AND ALHAMED INTERNATIONAL TRADING EST-IRANIAN  
PRODUCT CENTRE UM-ALSUMMAK P.O.BOX 535 AMMAN, JORDAN  
SIGNED BY MR KHALIL SHOCAIR-CHAIRMAN AS THE SECOND PARTY.

-----  
OBLIGATIONS OF TWO PARTIES  
-----

ARTICLE 1 :

-----  
BOTH PARTIES SHALL PROVIDE THE COUNTER PARTY WITH THE  
NECESSARY OFFICE FACILITIES AND ARRANGE VISA FOR  
RECOMMENDED DELEGATES FROM CORRESPONDING COUNTRIES.

ARTICLE 2 :

-----  
FIRST PARTY SHALL CONTACT ALL THE MANUFACTURERS UNDER  
ITS ORGANIZATION IN IRAN IN ORDER TO COLLECT ALL NECESSARY  
SAMPLES, CATALOGS, PRICE LISTS OF THIER PRODUCTS AND  
PROVIDE THE SECOND PARTY WITH THE NECESSARY INFORMATIONS.  
SECOND PARTY SHALL START PROMOTION AND MARKETING FOR THE  
RELATED PRODUCTS AND CONTACT ALL THE RELIABLE JORDANIAN

2030



NATIONAL  
IRANIAN INDUSTRIES  
ORGANIZATION  
EXPORT COMPANY.

NECO bldg. 8, 2nd St.,  
Bucharest Ave. Tehran-Iran.  
Tel.: 656236  
Tlx.: 212429 NECO IR.  
Fax.: 622586

Your Ref:

Our Ref:

Date:

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IMPORTERS TO INTRODUCE IRANIAN PRODUCTS AND FIRST PARTY  
TO THEM AS THE SOLE EXPORTER OF THE PRODUCTS.

ARTICLE 3 :

SECOND PARTY SHALL SELECT THE MOST RELIABLE AND BEST  
POTENTIAL IMPORTER FOR EACH PRODUCT IN TERMS OF MUTUAL  
BENEFITS OF THE COUNTER PARTIES AND INTRODUCE THEM TO  
THE FIRST PARTY TO ISSUE THE PROFORMA-INVOICE AND GIVE  
THEM DEALERSHIP AGREEMENT FOR THE RELATED PRODUCTS IN  
JORDAN.

ARTICLE 4 :

THE FIRST PARTY SHALL PAY 2 PCT-5 PCT ACCORDINGLY ON  
FOB PRICES AS COMMISSIONS FOR EACH DEAL AFTER CASHING  
THE L/C AMOUNT OF EACH ORDER. AND FIRST PARTY CAN MAKE  
ANY DIRECT SALE IN JORDAN MARKET WITH ANY IMPORTER OR  
THIRD PARTY AND UNDERSTOOD BY THE FIRST PARTY TO INFORM  
THE SECOND PARTY ABOUT THE DEAL AND TO KEEP COMMISSION  
OF 2 PCT FOR THE SECOND PARTY. IN CASE OF RECEIVING  
COUNTER OFFER OF SECOND PARTY BY FIRST PARTY AND IF THE  
COUNTER OFFERED PRICES EXCESS FROM THE PRICE OF FIRST  
PARTY, THE COMMISSION OF 5 PCT WILL BE CONSIDERED. ANY  
HOW THE PRICE MUST BE APPROVED BY FIRST PARTY.

ARTICLE 5 :

IF FIRST PARTY DECIDES TO HOLD ANY FAIR IN JORDAN WITH  
SECOND PARTY, THE SECOND PARTY SHALL PROVIDE THE FIRST  
PARTY WITH ALL THE NECESSARY INFORMATION AND ISSUED  
BANK GUARANTEE AND CUSTOM GUARANTEE AND THE PROFITS  
WILL BE SHARED ON 50 PCT-50 PCT BASIS.

ARTICLE 6 :

SECOND PARTY CAN IMPORT DIRECTLY FROM THE FIRST PARTY

NECO





NATIONAL  
IRANIAN INDUSTRIES  
ORGANIZATION  
EXPORT COMPANY.

NECO bldg. 8, 2nd St.,  
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Fax.: 622586

Your Ref:

Our Ref:

Date:

P.3

ON CONSIGNMENT BASIS. PROFITS RECEIVED FROM THE DEAL TO BE SHARED BETWEEN THE TWO PARTIES MUTUALLY CASE BY CASE AND FIRST PARTY CAN SEND MARKETING TEAM OR PERSONNEL TO CONTROL THE DEAL AND CASHING THE COST OF THE GOODS AND TRANSFER IT TO IRAN. THE CONSIGNMENT BASIS, DEALS SHOULD HAVE A SEPRATE AGREEMENTS. THE SECOND PARTY SUPPLYS DRAFT NOTES FOR FIRST PARTY REGARDING THIS KIND OF DEAL.

ARTICLE 7 :

SECOND PARTY PROVIDES A PRODUCT CENTRE FOR DEMONSTRATION AND EXHIBITING OF IRANIAN PRODUCTS AND UNDERSTOOD TO KEEP PART OF THE SHOWROOM FOR THE FIRST PARTY AND SECOND PARTY SHALL PROVIDE INFORMATION ABOUT JORDAN MARKET, LAW, CUSTOMES, BANKING SYSTEM, TRANSPORTATION ~~AND~~ ANY OTHER INFORMATION WHICH HELPS FIRST PARTY.

ARTICLE 8 :

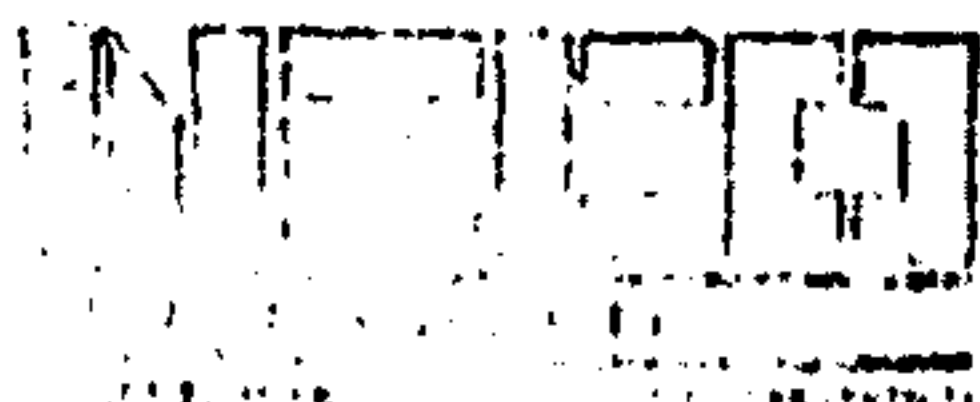
THIS AGREEMENT IS MADE ON FEB, 1992 FOR A PERIOD OF TWO YEARS AND WILL BE EXTENDED UPON THE AGREEMENT BETWEEN TWO PARTIES.

ARTICLE 9 :

THIS AGREEMENT IS DRAFTED IN 9 ARTICLES WITH PREAMBLE AND INTRODUCTION IN ENGLISH AND SIGNED IN SIX COPIES FOR EXECUTION.

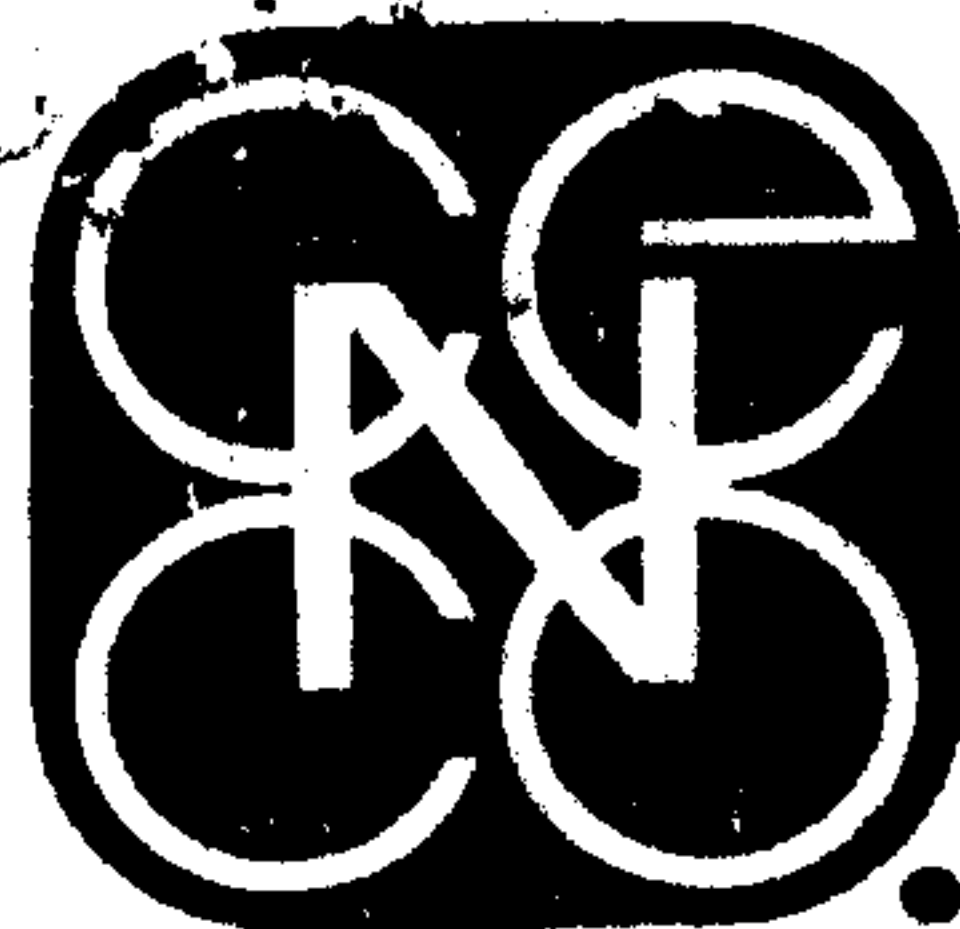
R.SADEGH MOHAMMADI  
M. DIRECTOR  
N.I.I.O. EXPORT CO.

KHALIL HAMED SHOCAIR  
CHAIRMAN OF THE AL HAMED  
INTERNATIONAL TRADING EST.  
IRANIAN PRODUCTS CENTRE



24/2/92





NIIO  
CHEMICALS  
EXPORT CO. (JOINT STOCK)

No: 92 GH. /48

Date: 17/5/92

### GENERAL AGREEMENT

THIS AGREEMENT HAS BEEN SIGNED IN TEHRAN BETWEEN AL HAMED INTERNATIONAL TRADING EST. AS THE FIRST PARTY FROM JORDAN AND NIIO CHEMICALS EXPORT CO. AS THE SECOND PARTY FROM I.R. OF IRAN.

### OBLIGATIONS OF THE TWO PARTIES

#### ARTICLE 1 :

BOTH PARTIES SHALL PROVIDE THE COUNTER PARTY WITH THE NECESSARY OFFICE FACILITIES AND ARRANGE VISA FOR RECOMMENDED DELEGATES FROM CORRESPONDING COUNTRIES .

#### ARTICLE 2 :

FIRST PARTY SHALL CONTACT ALL THE MANUFACTURERS UNDER ITS ORGANIZATION IN JORDAN IN ORDER TO COLLECT ALL NECESSARY SAMPLES, CATALOGS, PRICE LISTS OF THEIR PRODUCTS AND PROVIDE THE SECOND PARTY WITH THE NECESSARY INFORMATIONS. SECOND PARTY SHALL START PROMOTION AND MARKETING FOR THE RELATED PRODUCTS AND CONTACT ALL THE RELIABLE IRANIAN IMPORTERS TO INTRODUCE JORDANIAN PRODUCTS AND FIRST PARTY TO THEM AS THE SOLE EXPORTER OF THE PRODUCTS.

#### ARTICLE 3 :

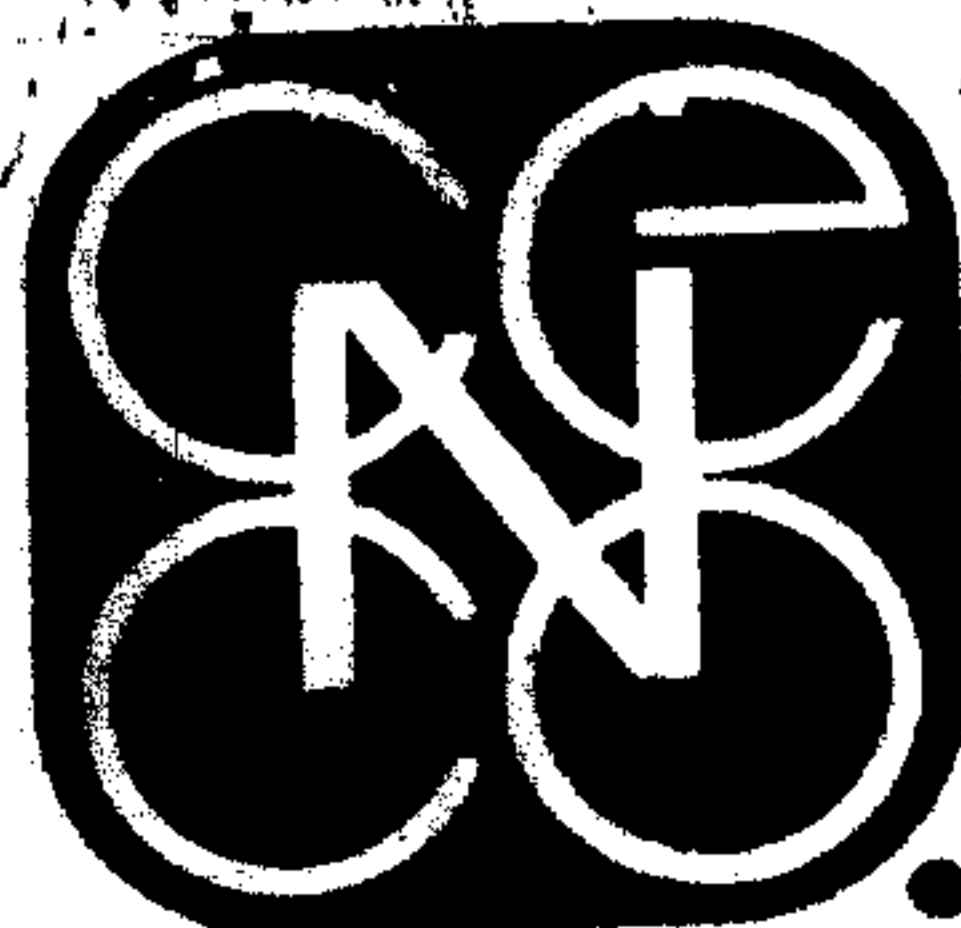
SECOND PARTY SHALL SELECT THE MOST RELIABLE AND BEST POTENTIAL IMPORTER FOR EACH PRODUCT IN TERMS OF MUTUAL BENEFITS OF THE COUNTER PARTIES AND INTRODUCE THEM TO THE FIRST PARTY TO ISSUE THE PROFORMA - INVOICE AND GIVE THEM DEALERSHIP AGREEMENT FOR

Add.:  
Post Code: 15188 P.O.Box: 15175-331  
Tel: 687348 - 4884944 Tlx: 223369 NCBC IR

Fax:

NIIO CHEMICALS EXPORT CO.





NIO  
CHEMICALS

EXPORT CO. (JOINT STOCK)

No:

Date:

(2)

THE RELATED PRODUCTS IN IRAN

ARTICLE 4 :

THE FIRST PARTY SHALL PAY 2 TO 5 PCT, BASED ON MUTUAL AGREEMENT , OF FOB PRICES AS COMMISSIONS FOR EACH DEAL AFTER CASHING THE L/C AMOUNT OF EACH ORDER. THE FIRST PARTY CAN MAKE ANY DIRECT SALE IN IRAN MARKET WITH ANY IMPORTER OR THIRD PARTY AND IT IS UNDERSTOOD BY THE FIRST PARTY TO INFORM THE SECOND PARTY ABOUT THE DEAL AND TO KEEP COMMISSION OF 2 PCT FOR THE SECOND PARTY. IN CASE OF RECEIVING COUNTER OFFER OF SECOND PARTY BY FIRST PARTY AND IF THE COUNTER OFFERED PRICES EXCESS FROM THE PRICE OF FIRST PARTY , THE COMMISSION OF 5 PCT WILL BE CONSIDERED . ANY HOW THE PRICE MUST BE APPROVED BY FIRST PARTY .

ARTICLE 5 :

IF FIRST PARTY DECIDES TO HOLD ANY FAIR IN IRAN WITH SECOND PARTY , THE SECOND PARTY SHALL PROVIDE THE FIRST PARTY WITH ALL THE NECESSARY INFORMATION AND ISSUED BANK GUARANTEE AND CUSTOM GUARANTEE AND THE PROFITS WILL BE SHARED ON 50 PCT 50 PCT BASIS .

ARTICLE 6 :

THE SECOND PARTY CAN IMPORT DIRECTLY FROM THE FIRST PARTY ON CONSIGNMENT BASIS . PROFITS RECEIVED FROM THE DEAL TO BE SHARED BETWEEN THE TWO PARTIES MUTUALLY CASE BY CASE AND FIRST PARTY CAN SEND MARKETING TEAM OR PERSONNEL TO CONTROL THE DEAL AND CASHING THE COST OF THE GOODS AND TRANSFER IT TO JORDAN .

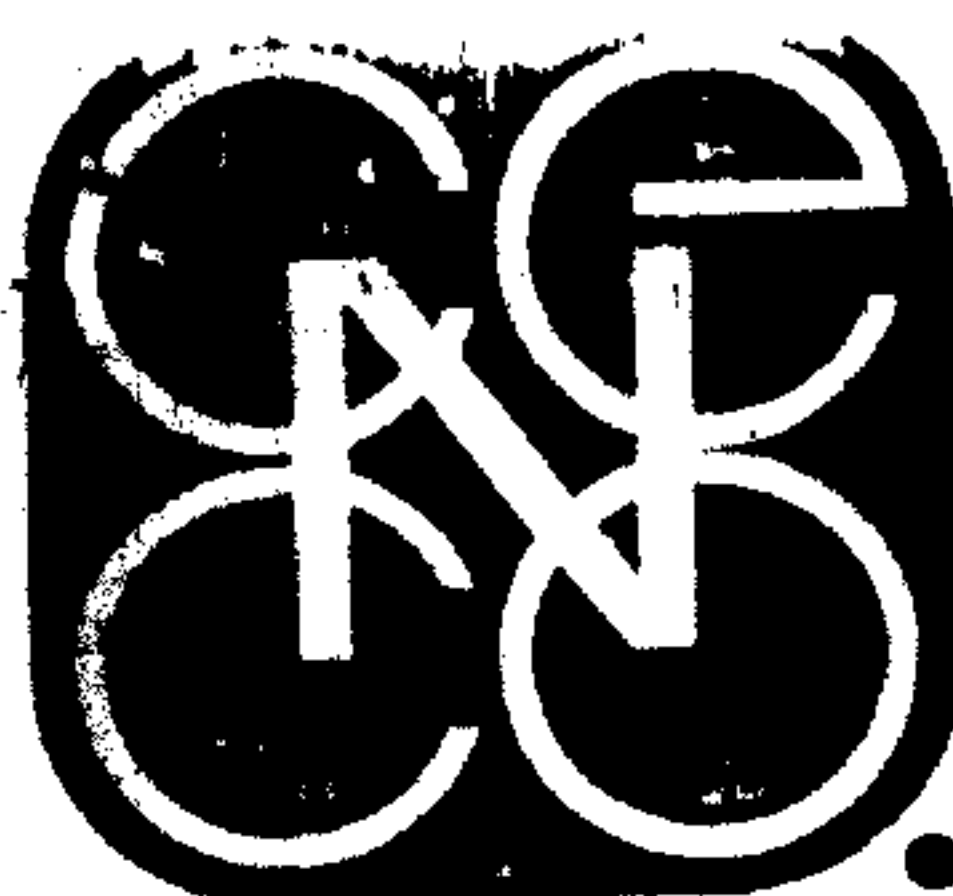
Add.:

Post Code: 15188 P.O.Box: 15175-331

Tel: 687348 - 4884944 Tlx: 223389 NIOCO IR

NIO CHEMICALS EXPORT CO.  
(JOINT STOCK)





NIIO  
CHEMICALS  
EXPORT CO. (JOINT STOCK)

No:  
Date:

(3)

THE CONSIGNMENT BASIS DEALS SHOULD HAVE SEPARATE AGREEMENTS.  
THE SECOND PARTY SUPPLYS DRAFT NOTES FOR FIRST PARTY REGARDING  
THIS KIND OF DEAL .

ARTICLE 7 :

THE FIRST PARTY IS AUTHORIZED ON BEHALF OF THE SECOND PARTY TO  
CONTACT THE CHAMBER OF COMMERCE , MINISTRY OF INDUSTRY AND  
COMMERCE , AND ANY OTHER ORGANIZATION INVOLVED IN EXPORTATION  
OF GOODS FOR JORDAN AND SECOND PARTY SHALL PROVIDE INFORMATION  
ABOUT IRAN MARKET , LAW , CUSTOMES , BANKING SYSTEM ,  
TRANSPORTATION AND ANY OTHER INFORMATION WHICH HELPS FIRST PARTY.

ARTICLE 8 :

THIS AGREEMENT IS MADE IN MAY , 1992 FOR A PERIOD OF TWO YEARS  
AND WILL BE EXTENDED UPON THE AGREEMENT BETWEEN TWO PARTIES

ARTICLE 9 :

THIS AGREEMENT IS DRAFTED IN 9 ARTICLES WITH PREAMBLE AND  
INTRODUCTION IN ENGLISH AND SIGNED IN SIX COPIES FOR EXECUTION .

NIIO CHEMICALS EXPORT CO.  
F. BARVARZ  
MANAGING DIRECTOR  
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TEHRAN - IRAN - 15188  
P.O. BOX: 15175/331  
TEL: (21)687348 - (21)4884944  
TLX: 223369 NCEC IR  
FAX: (21)687348

Add.:

Post Code: 15188 P.O. Box: 15175-331  
Tel: 687348 - 4884944 Tlx: 223369 NCEC IR

Fax:

AL HAMED INTERNATIONAL  
TRADING EST

KHALIL HAMED SHOHAIR CHAIRMAN  
ADDRESS : IRAN PRODUCTS CENTER  
UM AL - SUMMAK P.O. BOX 535  
AMMAN - JORDAN  
TEL : 837528  
TLX : 21622 HAMED JO  
FAX : 837674

مؤسسة الحامد للتجارة الدولية  
عمسكس - الاردن

AL HAMED INTERNATIONAL  
TRADING EST

Date: 21.10.91

Ref: 40/3016

# I.D.R.O.Trading Co.

IN THE NAME OF GOD

## PARTNERSHIP AGREEMENT

### INTRODUCTION:

Based on the MOU made between IDRO TRADING COMPANY, and, ALHAMED INTERNATIONAL TRADING EST. on Oct. 17th 1990 and in order to define and legalize the operations and steps to be taken to execute the MOU the two parties have prepared and signed a "Partnership agreement" as following:

### PREAMBLE:

IDRO TRADING CO, 18 Sepahbod Gharani Ave P.O.Box 14155-5798 Tehran, Iran will constitute and hereinafter referred to as the first party and ALHAMED INTERNATIONAL TRADING EST. Iranian products center, Um- Al Summak, P.O.Box 535-Amman, Jordan will constitute and hereinafter referred to as the second party.

### OBLIGATIONS OF TWO PARTIES:

Article 1: Both parties shall provide the counter party with the necessary office facilities in the corresponding countries.

Article 2: Two parties shall arrange visa for recommended delegates from corresponding countries.

Article 3: First party shall contact all the manufacturers and exporters of exportable product in Iran in order to collect all necessary samples, catalogs, price lists of their products and provide the second party with the necessary informations about them.



NO.18 SEPAHBOD GHARANI AVE., CORNER OF FALAHPOUR ST., TEHRAN - IRAN  
P.O.BOX: 14155-5798 TEL: 8172808-8172838.TLX: 212056 IDTC-IR, FAX: 822011



Date: .....

Ref: .....

# **I.D.R.O.Trading Co.**

- 2 -

Article 4: Upon receipt of samples and necessary informations, second party shall start promotion and marketing for the related products and contact all the reliable Jordanian importers to introduce Iranian products and the first party to them as the sole exporter of the products.

Article 5: Second party shall select the most reliable and best potential importer for each product in terms of most mutual benefits of the counter parties and introduce them to the first party to issue the proforma - invoice, and give them dealership agency for the related products in Jordan if necessary.

Article 6: The first party shall share the commissions or profits out of each deal with the second party according to the mutual agreement made between the two parties case by case, after cashing the L/C amount of each order by the bank.

Article 7: Second party shall provide the first party with all informations, leaflets, documents, market surveys etc and the latest market prices, product qualities, packaging regulations, etc. necessary and related to the fields of business between the two parties.

Article 8: After receiving offered prices from first party second party shall give all the informations regarding the best marketable prices of the products in Jordan market to the first party. The difference will be shared between the two parties mutually, case by case.

Date: .....

Ref: .....

# I.D.R.O.Trading Co.

- 3 -

Article 9 : Second party can import directly from I.D.R.O the profits or commissions received are to be shared between the two parties mutually case by case.

Article 10 : First party can make any direct sale in Jordan market and make any MOU with any importer or third party, and understood by the first party to inform the second party about the deal and to keep a reasonable commission for the second party.

Article 11 : If the first party, for some tactical reason prefers not to enter directly into the deal, the second party is allowed to contact and make deal with the manufacturers and exporters in Iran provided that the profits and/or commissions be shared between the two sides on basis of mutual agreement case by case.

Article 12 : If first party decided to hold any business fair in Jordan, the second party shall provide the first party with all the necessary information and the offer with most competitive price for the fair area, hotel, transportation food, etc. and provide the first party with all the necessary information and the offer with most competitive price for the fair area, hotel, transportation food, etc and issue bank guarantee and custom guarantee and the profits will be shared on 50-50 basis.

Article 13 : If any order to the first party is to be re-exported to any other country, the second party shall inform to the first party before sending enquiries.



NO.18 SEPAHPOOR CHAHARBAHE, CORNER OF FALAKTOUR ST, TEHRAN - IRAN  
P.O.BOX: 14155-5798 TEL: 81/2806-81/2838.7 FAX: 212056 IDT CAR, FAX: 822011





Date: .....

Ref: .....

# I.D.R.O.Trading Co.

- 4 -

Article 14: First party can send marketing team or personnel to over view the activities and instalations of second party and to contact mutual market surveys in Jordan.

Article 15: Both parties shall keep the counter party informed about any local agreement that brings about any commissions or margin profit for each party and shall send copy of written agreement to the counter party. All the local margin profits or commissions will be shared according to mutual agreement between two parties excluding those profits generated because of second parties investment or finance.

Article 16: All purchases should be caried out throughirrevocable letter of credit or bank guarantee, unless agreed by the first party other wise.

Article 17: This agreement is made on 22nd Oct 1991 for aperiod of 2 years and may be extended upon the agreement between two sides.

Article 18: This agreement is drafted in 18 Articles with preamble and introduction in English and signed in six copies for execution.

ALI MOFARRAH - VICE PRESIDNET

IDRO TRADING COMPANY

KHALIL HAMED SHOCAIR- CHAIRMAN

ALHAMED INTERNATIONAL TRADING  
EST IRANIAN PRODUCTS CENTER

مؤسسة الحامد للتجارة الدولية

عمان - الاردن

ALHAMED INTERNATIONAL  
TRADING EST.

AMMAN - JORDAN



NO 18 SEPAHPOD CHIRANKAVE, SOMMER OF THE REPUBLIC OF IRAN, TEHRAN

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