

TRINITY NAYAKABINGO MINES LTD

REQUEST FOR E-MAIL QUOTATION

TO: ATLAS COPCO

ATTENTION: GEOFFREY

ENQUIRY DATE: 05/13/24

ENQUIRY CLOSE DATE: 05/16/24

ENQUIRY No: NM/2024/11

Trinity Metals Limited is a Rwanda Tin and Tungsten Mining group consisting of Rutongo Mines Ltd, Trinity Musha Mines Ltd and Trinity Nyakabingo Mine Ltd.

Your quotation is kindly requested for the below items:

Sn	Description	Specifications / Product Number	Unit of Measure	Currency	Qty	Unit Price	Total Price
1	Compressor	GA160 A3-A8-5-50	Pcs	USD	1	68,479.71	68,479.71
2	Controller of Compressor		Pcs	USD	2	600.00	1,200.00
3	On Site in Rwanda: commissioning and operator training		Lumpsum	USD	1	Included	Included
4	Recommended Spare Parts for 12 months		Lot	USD	1	14,300.00	14,300.00
5	Maintenance Manual		Each	USD	2	Included	Included
6	Operator Manual		Each	USD	2	Included	Included
7	Spare Parts Manual		Each	USD	2	Included	Included
8	Warranty Manual		Each	USD	2	Included	Included
9	Guarantees/Warranties Charges		Lot	USD	1	Included	Included

Tender INCO Term:..... DPU - Kigali.....

Delivery Lead Time:...63 Working Days Ex – Factory (2 Months Sea shipment ,port clearance & Inland Transport).....

Payment Terms: 30% Advance - 70% before dispatch (On receipt of copies of Bill of Lading and Invoice)

Quotation Validity Period: 90 days

Kindly complete this document and email your tender offer before the tender close date to:

joseph.muhiye@trinity-metals.com.

ATLAS COPCO AIRPOWER NV,
BOOMSEESTEE, WEG 957
B 2610 WILRIJK, BELGIUM.

Conditions of Tender:

- Your most competitive quotation is requested
- Prices to be Fixed and Firm and not subject to adjustment
- Prices to include delivery charges to the Delivery Destination: **Kigali - Rwanda**

- Scope of Enquiry in accordance with Attachment 1.
- On Site in Rwanda: commissioning and operator training to be costed.
- To include Manuals and spare parts catalogue (2 Hard Copies & Soft Copy for each) below:
 - ✓ Maintenance Manual
 - ✓ Operator Manual
 - ✓ Spare Parts Manual
 - ✓ Warranty Manual
 - ✓ Guarantees, & Warranties to be costed.
- Your quotation to include Diesel, Petrol and Electric options
- Recommended Spare Parts for 12 months to be included.
- Confirmation of your presence in Africa and willingness to establish a business in Rwanda
- Your Africa customer base and Performance Data for the Equipment offered.
- Pricing to exclude Value Added Tax due to Export.
- Payment for Goods shall be made 100% on receipt of Original Bill of Lading and Invoice.
- In the event that Advance Payment is negotiated, the Seller is required to sign a Certificate of Ownership at time of invoice, Attachment 2.
- Any Purchase Order placed because of this enquiry will be subject to Trinity Metals General Conditions of Purchase for Goods which is available on request.

Technical queries to: pieter.nel@trinity-metals.com,

Commercial queries to: joseph.muhiire@trinity-metals.com.

Please note that we source for all our Mines in Rwanda and the successful placement of order because of your quotation could result in us routing repeat enquiries and additional purchase needs to your Company.

Kind regards,

Name: MUHIIRE Joseph
Position: Group Procurement superintendent
e-mail : joseph.muhiire@trinity-metals.com.
Tel: +250 782 362 936
Website: <https://www.trinity-metals.com>

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Atlas Copco

Trinity Metals Limited

Mr. Joseph Muhiire

Quote no. 4079994
16/05/2024

ATLAS COPCO AIRPOWER NV,
BOOMSESTEENWEG 957
B 2610 WILRIJK, BELGIUM.

Contact: Mr. Joseph Muhiire
Company: Trinity Metals Limited
Address: 0000 Kigali

Phone: +250 782 362 936
Email: joseph.muhiire@trinity-metals.com

Dear Mr. Joseph, Muhiire

Thank you for your recent enquiry. Further to our discussions, please find enclosed our quotation as per your requirements.

We trust the enclosed information is of interest, and look forward to hearing back with your comments. If you require any further information on this or any of our products and services, please do not hesitate to contact me.

Yours sincerely,

Stephen Nyongesa
Business Development Manager
Phone: +254 703054218
Mob: +254 729430453
E-mail: stephen.nyongesa@atlascopco.com

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Deutsche Bank AG
Brussels Branch
ACCOUNT No. 826-0010741-88
BIC: DEUTBE33

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Company Presentation

Atlas Copco

Atlas Copco is a global, industrial company based in Stockholm, Sweden, with approximately 39 000 employees and customers in more than 180 countries.

Atlas Copco is a market-leader in compressors, generators, pumps, power tools, air treatment and assembly systems. The group provide innovative solutions to customers in diverse sectors which includes manufacturing, Medical, automotive, semi-conductor, construction, Chemical process and oil and gas industries.

Products and services are developed with a focus on productivity, energy efficiency, safety and ergonomics.

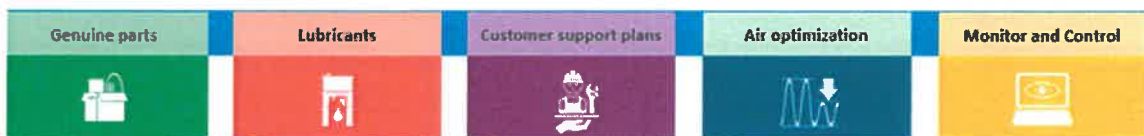
Atlas Copco in Kenya

Atlas Copco was incorporated in Kenya in April 1936 under the name of Craelius East Africa Drilling Company Limited. Our core business then was the drilling of water well holes and gold exploration. We covered the Kenyan, Tanzanian, Ugandan, Rwanda, Burundi and Ethiopian market.

Today, Atlas Copco Eastern Africa is well known as a market leader in the region for industrial compressors. We provide a wide range of compressed air solutions to suit various industry needs such as oil free air compressors for the Pharmaceutical, food and beverage industries, where clean, dry and oil-free air is needed, quality air accessories and remote monitoring tools.

In the construction segment, Atlas Copco is a dominant player. Our construction equipment have been widely used in rolling out the fibre optic network and water well drilling in Kenya. Contractors prefers Atlas Copco as their ideal provider of portable energy and jack hammers.

Service Offerings in Brief



For more information on our products and service, visit <https://www.atlascopco.com/en-ke>

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Price Summary

Line	Description	Qty	Unit Value (USD)	Total Price (USD)
10	GA160A3-A-8.5-50 Atlas Copco Air Cooled Screw Compressor Model :GA 160+ Cooling:Air cooled Electrical approval:IEC Pressure Vessel Approval:CE Integrated dryer:Pack Frequency:50 Hz Supply voltage:400 V Motor type:ABB motor Working pressure:7.5 bar Capacity Free Air Delivery (FAD): 538 l/Sec (949 cfm)	1	57,373.70	57,373.70
20	SPM Y Shock Pulse Monitoring equipment: Provided	1	1,426.80	1,426.80
30	HDFIL Y Heavy duty inlet filter suitable for Cement environment	1	1,379.21	1,379.21
40	MK5S ELEKTRONIKON TOUCH Compressor Controller	2	600.00	1,200.00
50	GA160+-315 : 8000 HRS KIT	1	2,500.00	2,500.00
60	THERMOSTAT VALVE 75 DEG C	1	600.00	600.00
70	AIR/OIL FILTER KIT	2	1,600.00	3,200.00
80	OIL CAN 20L RS XD	10	800.00	8,000.00
			Freight	8,300.00
Grand Total (excl VAT) USD				83,979.71

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General Terms and Conditions

WARRANTY

12 months after commissioning or 18 months from date of shipment whichever occurs sooner. Warranty is only valid if the equipment is commissioned by authorised Atlas Copco agent and serviced in accordance with our requirements using genuine Atlas Copco parts and carried out by Atlas Copco approved engineer

DRAWING AND DOCUMENTATIONS

Our price only includes the following standard Atlas Copco documentation as applicable to the equipment: -

One copy each of: -

- Dimension drawing
- Standard process and instrument (P&I) diagram
- Schematic wiring diagram
- Standard installation proposal
- Spare parts manual
- Instruction manual
- Standard test certificates

The above will be supplied in electronic format or a CD delivered with the equipment

Exclusions (unless specified in quotation)

- Building/Civil works/ventilation
- All third-party inspection and fees
- Witnessing of Factory Acceptance Testing (FAT)
- Drawings (other than standard documents above)
- Offloading/Additional test certificates
- Mechanical and Electrical installations

TERMS AND CONDITIONS

All other Atlas Copco terms and conditions of sale apply.

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Additional Commercial Conditions

1 Introduction

These conditions shall form part of every contract of sale entered into by Atlas Copco Eastern Africa Ltd, ("Atlas Copco") and any purported variation or exclusion (whether contained in any document of the buyer or otherwise) shall be of no effect unless accepted in writing by Atlas Copco.

2 Formation of Contract

- (a) An order whether or not based upon a quotation shall not be binding on Atlas Copco unless accepted by it in writing.
- (b) Any representations or warranties made or given by anyone on Atlas Copco's behalf prior to its acceptance of an order and not contained in Atlas Copco's written quotation or order acknowledgement are hereby expressly excluded.
- (c) Only such goods as are specified in Atlas Copco's order acknowledgement are included in the scope of the contract.
- (d) The buyer shall be responsible for ascertaining whether the capacity and performance of the goods are sufficient and suitable for its purpose.
- (e) Atlas Copco shall not be obliged to alter the performance or features of the goods following its acceptance of the buyer's order unless, at its absolute discretion, it agrees in writing to do so and subject to the payment by the buyer of an extra charge.

3 Specifications

All drawings, descriptive matter, weights, dimensions and specifications supplied by Atlas Copco are approximate only unless otherwise stated and all descriptions and illustrations contained in Atlas Copco's catalogues, price lists and advertising matter are by way of general description, are approximate only, and in no way are binding on Atlas Copco. Atlas Copco will supply a set of certified outline drawings after conclusion of the contract and on request of the buyer if separately contracted so to do.

4 Tests

Atlas Copco's products are carefully inspected, and where practicable, submitted to Atlas Copco's standard tests at Atlas Copco's works before despatch. If a special test in the presence of the buyer or his representative is required, this will be charged for, and in the event of the buyer failing to attend such test within seven days of Atlas Copco giving it notice that the test is ready for performance, the test will proceed in the buyer's absence. Unless otherwise agreed all tests will be carried out at Atlas Copco's works.

5 Prices

- (a) All prices quoted by Atlas Copco are exclusive of carriage and packing costs and exclusive of VAT, unless otherwise stated.
- (b) Where an order is placed and accepted for goods differing in size, quality, quantity or in any other way from the goods specified in Atlas Copco's quotation, an additional charge may be made.
- (c) Atlas Copco's prices are subject to alteration without notice and, unless otherwise agreed in writing, goods will be sold at the prices applicable at the date of despatch.

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6 Payment

(a) Unless otherwise agreed in writing, prices quoted are strictly net and payment shall be made through advance payment or irrevocable confirmed sight letter of credit with all costs to the account of the applicant and valid for at least 3 months.

7 Delivery

(a) Unless otherwise agreed, the goods shall be sold ex-works and the place for delivery shall be Atlas Copco's premises.

(b) Atlas Copco shall endeavour to deliver the goods within the time stated or by the agreed delivery date, but shall not be liable for late delivery unless it shall have given the buyer a delivery guarantee which contains an agreed payment by way of liquidated damages for late delivery. In the event of late delivery, Atlas Copco shall have no liability except for payment of such liquidated damages and delay in delivery shall in no case entitle the buyer to cancel the order unless such cancellation is agreed by Atlas Copco in writing.

8 Damage in Transit

(a) Atlas Copco shall have no liability in respect of goods lost or damaged in transit unless such loss or damage shall occur prior to delivery and

(i) in the case of a whole consignment failing to arrive, the buyer gives notice in writing to Atlas Copco within 14 days of receipt of Atlas Copco's invoice or despatch note, or

(ii) in any other case, the buyer gives notice in writing to Atlas Copco within seven days of the receipt of the goods or such longer period as may be stated in the contract.

(b) Subject to paragraph (a), Atlas Copco's liability in respect of goods lost in transit shall be limited to replacing such goods and its liability in respect of goods damaged in transit shall be determined in accordance with clauses 9 and 1

9 Acceptance

(a) The buyer shall not be entitled to reject the goods unless:

(i) within 14 days after delivery or such longer period as may be stated in the contract, the buyer shall have given notice, in writing, to Atlas Copco that the goods are defective,

(ii) the buyer shall have provided Atlas Copco with such access to the goods as it requires and Atlas Copco shall have failed to remedy the defect within 14 days after receipt of the buyer's notice or such longer period as may be stated in the contract,

(iii) the defect materially affects the performance of the goods, and

• (iv) the defect is covered by Atlas Copco's guarantee in clause 11.

(b) In the event of the buyer rejecting the goods, Atlas Copco shall have no liability to the buyer except for payment of any liquidated damages agreed in the contract terms and the return of any payments made by the buyer to Atlas Copco in respect of the purchase of the goods.

10 Title and Risk

(a) Title to the goods shall remain in Atlas Copco until payment in full is made by the buyer for all sums due from it to Atlas Copco on any account whatsoever.

(d) The risk in the goods shall pass to the buyer on delivery.

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11 Guarantee and Limitation of Liability

Atlas Copco Equipment are guaranteed in accordance with the Atlas Copco World-wide Warranty. The warranty covers defective workmanship and faulty material for 12 months after start-up or 18 months from dispatch whichever comes first.

The guarantee is subject to the condition that the equipment is maintained and operated in accordance with the Atlas Copco instruction book and installed in accordance with our proposal.

12 Returns

Returns of goods not suffering from defects will only be accepted by Atlas Copco from the buyer with the prior agreement of Atlas Copco in writing. All items which are accepted as returns will be subject to a handling charge and must be forwarded to Atlas Copco's head office in Nairobi at the buyer's expense.

13 Force Majeure

Notwithstanding the provisions of any other term of the contract, a party shall not be regarded as in breach thereof to the extent that such party is prevented from or hindered in fulfilling its obligations by any circumstances outside its reasonable control (including strikes, lockouts, shortages of materials, delays in transportation or governmental regulations) provided that such party shall have given written notice to the other party of such circumstances within a reasonable time after learning of them. If such circumstances shall continue to prevent or hinder the performance of the contract by such party for more than three months, then the other party may by written notice terminate the contract with regard to the unperformed portion thereof.

14 Legal Construction

The contract shall in all respects be governed by and construed in accordance with Kenyan Law.

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Trade Compliance Clause

Any quotation is legally binding upon us only after you have received a written acceptance from us of any order from you based on that quotation and we can at any point in time withdraw our quotation.

By placing the order you certify that the order will not be used for any purpose connected with chemical, biological or nuclear weapons, or missiles capable of delivering such weapons, nor any other purpose prohibited by applicable law.

Furthermore, you certify that you will comply with applicable local and international foreign trade and customs requirements or any embargos or other sanctions. You will immediately notify us in writing of any breach of this statement.

We shall not be obligated to fulfill a binding order or agreement or any part thereof or related to it, nor liable for its non-fulfillment, if such fulfillment is prevented by any impediments arising out of applicable local and/or international foreign trade and customs requirements or any embargos or other sanctions.

We shall have the right to terminate a binding order or agreement or any part thereof or related to it, with immediate effect and without prior notice, if fulfillment is prevented by any impediments arising out of applicable local or international foreign trade and customs requirements or any embargos or other sanctions.

The customer shall indemnify us for any direct or indirect damages arising in consequence of any breach of this statement.

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Quote valid to:	16/08/2024
Commissioning:	Atlas Copco
Installation:	Installation to be quoted separately
Warranty:	As per Atlas Copco Global Warranty document
Payment terms:	30% Advance - 70% before dispatch (On receipt of copies of Bill of Lading and Invoice)
Delivery time:	63 Working Days Ex- Factory Belgium (2 Months Sea shipment , port clearance and Inland Freight)
Incoterms & location:	DPU - Kigali

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The guarantee is subject to the condition that the equipment is maintained and operated in accordance with the Atlas Copco instruction book and installed in accordance with our proposal.

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By placing the order you certify that the order will not be used for any purpose connected with chemical, biological or nuclear weapons, or missiles capable of delivering such weapons, nor any other purpose prohibited by applicable law.

Furthermore, you certify that you will comply with applicable local and international foreign trade and customs requirements or any embargos or other sanctions.

You will immediately notify us in writing of any breach of this statement.

We shall not be obligated to fulfill a binding order or agreement or any part thereof or related to it, nor liable for its non-fulfillment, if such fulfillment is prevented by any impediments arising out of applicable local and/or international foreign trade and customs requirements or any embargos or other sanctions.

We shall have the right to terminate a binding order or agreement or any part thereof or related to it, with immediate effect and without prior notice, if fulfillment is prevented by any

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Deutsche Bank AG
Brussels Branch
ACCOUNT No. 826-0010741-88
BIC: DEUTBE33

ATLAS COPCO AIRPOWER NV,
BOOMSESTEENWEG 957
B 2610 WILRIJK, BELGIUM.



Quote
Quote number: 4079994
Date: 16/05/2024
15/16

impediments arising out of applicable local or international foreign trade and customs requirements or any embargos or other sanctions.

The customer shall indemnify us for any direct or indirect damages arising in consequence of any breach of this statement.

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Compressor Technique
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B2610 Wiirijk, Belgium

Tel: +32 (0)3 870 2111
Fax: +32 (0)3 870 2443

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Certifications



Certificate of Approval

This is to certify that the Management System of:

Atlas Copco Eastern Africa Limited

Airport North Road, Embakasi, PO BOX 40090, 00100 Nairobi, Kenya

has been approved by LRQA to the following standards:

ISO 9001:2015
ISO 14001:2015
OHSAS 18001:2007

P G Cornelissen - Area Manager North Europe

Issued by: Lloyd's Register EMEA for and on behalf of Lloyd's Register Quality Assurance Limited

This certificate forms part of the approval identified by approval number
ANT02146(qms), ANT02146.3, ANT02146.4

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