



LC / TT to be paid on maturity to:

**Epiroc Eastern Africa Ltd**  
Citi Bank N.A, Upper Hill Branch  
Nairobi, Kenya.  
**USD A/C NO. 0104 6990 13**  
**KES A/C NO. 0104 699 001**  
Swift : CITIKENA

**QUOTATION / PROFORMA INVOICE**

**Proforma Ref :** 46329  
**Proforma Date :** 26 June, 2024  
**Your Ref :** 34 mm Taper Bit

**Consignee**

Trinity Metals Group  
Masoro,Rulindo  
PO Box 6132,  
Kigali-Rwanda

**Buyer**

Trinity Metals Group  
Masoro,Rulindo  
PO Box 6132,  
Kigali-Rwanda

**Mode of Transport:** Air  
**Port of Loading:** Any Swedish Airport  
**Port Of Discharge;** Kigali International Airport  
**Final Destination:** Kigali , Rwanda

**Validity :** Three Months  
**Terms of payment :** Advance Payment  
**General Supply Conditions :** Orgalime S2000 / Incortems 2010  
**Currency :** USD  
**Invoice Heading :** 34MM Taper Bits

Item	Description	Part Number	HS CODE	Country of Origin	Qty	Unit Price (USD)	Net Amout (USD)	
1	Tapered Drill Bits, 11°, 34mm, Short Skirt, 6 Buttons	90029049	8207199000	SE	1,000	19.76	19,760.00	
Approximate weight:230 Kgs								
<b>Freight Estimate to invoice actual</b>							2,000.00	
<b>Total CPT Kigali Rwanda (USD)</b>							<b>Totals</b>	<b>21,760.00</b>

**Postal Address**  
**Epiroc Eastern Africa Limited**  
Sameer Business Park, Block C1  
P. O. Box 38884 - 00100  
Nairobi, Kenya

**Telephone**  
+254 709 556000

**Bank**  
**Epiroc Eastern Africa Limited**  
Citi Bank N.A Kenya  
Citibank House, Upper Hill Road, Nairobi  
Account Number USD : **0104 699 013**  
Account Number KES : **0104 699 001**  
Swift Code: **CITIKENA**  
Bank Code: **16000**

# Standard Terms and Conditions of Sale

## 1. Standard terms and conditions of sale

These are the only express terms, conditions and warranties upon and subject to which goods may be sold and/or serviced by the company to the customer. They may be varied or waived by the company only in writing. The customer should not rely on any promise, representation, advice or warranty other than those contained herein. The company shall not be liable in any way whatsoever to the customer other than in accordance with these express terms and conditions and any terms and conditions which may be implied by law.

## 2. Meaning of conditions of sale

"Conditions of Sale" shall mean "Conditions of Sale and/or Service."

## 3. General

In these Conditions of Sale:

3.1. The Company shall mean Epiroc Eastern Africa Limited, a private limited liability company incorporated under the laws of Kenya under registration number PVT-9XUG82V and whose address for the purposes hereof is P.O. Box 38884 – 00100, Nairobi Kenya.

3.2. The Customer shall mean the addressee of this document or quotation.

3.3. The Contract shall include any terms and conditions set out in or accompanying the Company's tender or quotation, together with the following terms and conditions and IN THE EVENT OF ANY INCONSISTENCY THE FORMER SHALL PREVAIL.

## 4. Quotations

Unless otherwise stated in writing, the Company's tender or quotation will be valid for a period of thirty (30) days from date of issue, after which time acceptance of any other order placed is subject to written confirmation and acceptance.

## 5. Prices and Charges

The Contract price is based on the cost from the Company's principals or sub-contractors, plus duty landing and other inward charges and costs, including foreign currency fluctuation costs ruling at the date of quotation unless otherwise stated. Unless otherwise agreed in writing the prices of goods sold shall be the company's official price list prevalent on the date on which such goods are delivered to the customer. The charges for repairs and /or hire of equipment under this agreement shall be at the Company's official rate prevailing on the date when such services were rendered or when such equipment was hired. It is expressly agreed that the Company's prices and charges are strictly net price indicated on the invoice.

## 6. Taxes

"VAT" means value added tax. Where applicable, VAT at the rates applicable for any period to which the sale and/or service of the goods are attributable will be added to the price payable by the Customer.

All payments due to be made by the Customer hereunder and all costs, charges, expenses or remuneration shall, unless otherwise expressly stated, be deemed to be exclusive of any value added taxes or similar tax charged or chargeable in respect thereof including, without limitation, any deduction for or on account of any present or future taxes and for which the Customer shall be liable to account. If at any time whether now or in the future any applicable law, regulation or regulatory requirement or any competent taxing authority requires the Customer to make any deduction or withholding in respect of taxes from any payment due under these Conditions of Sale to the Company the sum due from the Customer in respect of such payment shall be increased to the extent necessary to ensure that after the making of such deduction or withholding the Company receives a net sum equal to the sum which the Company would have received from the Customer had no such deduction or withholding been required to be made by the Customer and the Customer shall indemnify the Company against any losses or costs incurred by the Company by reason of any failure of the Customer to make any such deduction or withholding.

## 7. Delivery

Availability of stock is as quoted, subject to receipt of prior orders from other customers. Every endeavor will be made to complete delivery within the period stated, but no liability can be accepted in regard thereto. Unless otherwise stated, the Company will not accept cancellation of an order due to late delivery, nor shall it be liable for consequential damages of any kind arising out of late delivery or non-delivery. Delivery may be made in one or more parcels and at different times or by separate shipments or deliveries, each parcel shall form a separate Contract, delivered and be accepted and paid for accordingly.

## 8. Terms of payment for approved open account customers

8.1. Payment shall be made 30 days net from the invoice date for parts, service and hire of equipment. For non-account Customers, terms are net cash before or on delivery. For extended delivery contracts or equipment engineered to Customer specification, progressive payments will be required and such terms will be stated on quotation. The Customer agrees to indemnify and keep indemnified the Company against any costs incurred by the Company in connection with the Customer's failure to pay any money due and owing to the Company including, without limitation, legal fees on an indemnity basis and debt collection agency fees.

8.2. Failure by the Customer to pay the Contract price shall be a breach of the Customer's contractual obligations.

8.3. In the event that the Customer fails to pay the Contract price to the Company in accordance with clause 8.1, the Company shall have a right of lien on the goods until the Contract price is paid.

Without prejudice to the Company's other rights under the Agreement, if any sums due by the Customer to the Company under the Agreement are not paid in accordance with the agreed payment terms, the Company shall have the right to charge and the Customer shall be obliged to pay interest on such sums at the rate being five percent (5%) above [ü] base rate from time to time from the date such sums were due to be paid until and including the date of actual payment of the same together with all accrued interest (such interest shall be calculated on daily outstanding balances on the basis of a three hundred and sixty five (365) day year and debited monthly by way of compound interest). The Customer hereby agrees that the aforesaid rate of interest represents a reasonable pre-estimate of loss suffered by the Company as a result of the breach by the Customer of its payment obligations hereunder.

## 9. Passing of title and risk, damage in transit and repossession

9.1. Goods supplied pursuant to these conditions of Sale are at the Customer's risk from the time of the first to occur of the following:

9.1.1. The physical delivery of goods to the Customer or as directed by the Customer

9.1.2. The physical delivery by the Company to a carrier or other bailee when nominated by the Customer or an agent of the Customer OR

9.1.3. The passing of title in goods to the Customer.

9.2. The Customer indemnifies the Company against all loss of or damage to the equipment from whatsoever cause occurring once the goods becomes the Customer's risk and the Company is under no obligation to give any statutory or other notice in relation to the passing of risk in the goods to the Customer.

9.3. The Company and the Customer expressly agree that the legal and equitable title to the goods in that delivery and all other deliveries from the Company to the Customer shall pass to the Customer once the purchase price for the goods together with all applicable costs and charges are paid in full and the funds are cleared. Until then, the Customer shall be bailee only of all goods delivered by the Company to the Customer.

9.4. So long as the Customer holds goods as bailee only in accordance with this Clause 9, the Customer must store goods supplied in a manner to show that the goods are clearly identifiable as the property of the Company.

9.5. The Company and the Customer agree that the Company is irrevocably authorized to enter upon any premises where goods supplied by the Company might reasonably be expected to be situated and to take possession of and remove same at the expense of the Customer, upon any of the following events occurring:

9.5.1. The Customer failing to pay for goods in full by the due date or

9.5.2. Prior to payment to the Company for all goods supplied to the Customer under all invoices (without limitation), the Customer becomes bankrupt, commits any act of bankruptcy, compounds with its creditors, goes into liquidation whether voluntary or otherwise, has a voluntary administrator, receiver or receiver and manager appointed, or an application is made to a court for an order or an order is made for any of the above.

## 10. Insurance

The Company will not insure any deliveries arranged by the Customer, or by a Customer nominated carrier, or other bailee, unless instructed in writing to do so. All insurance charges so incurred will be charged to the Customer.

## 11. Strikes, Lock-outs and other Forces Majeures

11.1. The Company will not be responsible for any loss or damage or delay arising from strikes or lock-outs or from any causes beyond its control including, without being limited to: 'unavailability or shortage of raw material, riots, fires, floods, breakdowns, Acts of God or governments, whether these factors affect the Company or its suppliers and whether occurring within or outside the Republic of Kenya (Force Majeure Event).

11.2. If a Force Majeure Event continues for a period of more than three (3) months, any party may terminate these Conditions of Sale by giving [ten (10) days] written notice to the other party. On the expiry of this notice period, these Conditions of Sale will automatically terminate. Such termination shall be without prejudice to the rights of the parties in respect of any breach of these Conditions of Sale occurring prior to such termination.

## 12. Inspection and Claims for a defective delivery

The Customer is responsible for immediate examination of equipment upon delivery and any deficiency or damage thereof must be reported to the Company in writing within five (5) days of its receipt otherwise no claim for such damage or deficiency will be entertained.

## 13. Return of Goods

When goods are returned to the Company for any reason whatsoever, prior arrangements for their acceptance must have been made with the Company. Unless such prior arrangements are made, the Company will not accept any responsibility or liability for goods returned. The Customer must advise the Company of the date delivery point and document numbers relating to the original delivery and should obtain proof of delivery to the Company. The goods must be in good order and condition and resalable as new. If goods are returned by the Customer for reasons other than defective delivery or warranty, unless other arrangements are made, the Customer will be charged fifteen percent (15%) of the net invoiced value of the goods at the date of delivery as handling fee.

## 14. Orders

No order from the Customer shall result in a Contract between the Customer and the Company until accepted by the Company subject to the terms and conditions herein contained. Once accepted by the Company the Customer shall not be entitled for any reason whatsoever to cancel or vary any order without the Company's prior written consent. All order cancellations will attract a minimum charge of five percent (5%) of the total order value. If the order cancellation is done later than five (5) weeks before delivery, in this case equipment or unit, the fee is increased to fifteen percent (15%).

## 15. Alterations and additions

If after commencement of design, production or manufacture by the Company any specification changes requested by the Customer, the cost of such changes will be borne by the Customer and the delivery time as are originally advised may be adjusted by the Company.

## 16. Warranty

For each Epiroc branded product, specific warranty conditions shall apply and will be provided upon demand by the Customer.

## 17. Limitation of liability in consumer transactions

In connection with the supply to a consumer of any goods or services, other than goods or services of a kind ordinarily acquired for personal, domestic or household use or consumption, the liability of the Company in the event of breach of condition or warranty is limited at the option of the Company:

17.1. In the case of goods, to any one or more of the following:

17.1.1. the replacement of the goods or supply of equivalent goods

17.1.2. the repair of the goods:

17.1.3. the payment of the cost of having the goods repaired OR

17.2. In the case of services:

17.2.1. to the supplying of the services again or

17.2.2. to payment cost of having the services supplied again.

17.3. The Customer acknowledges that the Company's obligations and liabilities in respect of any business undertaken by the Company with the Customer in accordance with the Agreement are exhaustively defined in the Agreement and are in lieu of and to the exclusion of any obligation or liability arising out of or in any way related to any warranty, condition, term, duty undertaking or representation of any kind, express or implied, statutory, pursuant to common law or otherwise (including without limitation, implied warranties or conditions of merchantability, of fitness for a particular purpose, of reliability or availability or of accuracy) that is not expressly provided for in the Agreement.

17.4. Without prejudice to the generality of the foregoing and notwithstanding the provisions of clauses 17.5 to 17.12 below, the Company shall not be liable for any special, collateral, exemplary, punitive, indirect, incidental or consequential losses or damages (including without limitation, damages for loss of goodwill, for loss of profits or revenues, for loss of savings, for loss of use or interruptions of business, for loss of confidential or other information, for personal injury, for loss of privacy, for failure to meet any duty, including without limitation, of good faith or of reasonable care, for negligence and for any other pecuniary or other loss whatsoever) (including any costs or expenses in respect thereof) of any kind whatsoever, howsoever and by whomsoever caused whether arising out of the provision of or failure to provide any goods or services, even in the event of fault, tort (including negligence), misrepresentation (whether intentional, fraudulent, negligent, reckless, innocent or otherwise) strict liability, breach of contract or breach of warranty of the Company, and even if the Company has been advised of their possibility.

17.5. Subject to the provisions of clauses 17.5, 17.4, 17.6 and 17.7 and notwithstanding any damages, loss, costs or expenses that the Customer might actually suffer or incur for any reason whatsoever, the Company accepts liability, but only to the extent that the loss, damages, costs or expenses cannot be recovered from any insurance taken by the Customer, in respect of only:

17.5.1. any loss, damage, cost or expense to the Customer resulting from damage to or destruction of or loss by any other means of the Products resulting from the wilful acts, wilful defaults, gross negligence or breach of statutory duty of or by the Company, its employees or agents

17.5.2. all claims made by third parties (including employees of the Customer and the Company) against the Customer in respect of death or personal injury caused by the products resulting from the wilful acts, wilful defaults or gross negligence of the Company, its employees or agents or breach by the Company, its employees or agents of any statutory duties or its obligations under the Agreement,

provided that the loss or damage exceeds Kenya Shillings fifty thousand (KES 50,000) in respect of each incident in respect of which the Company is liable.

17.6. Notwithstanding anything to the contrary in these standard terms and conditions and notwithstanding any damages, loss, costs or expenses that the Customer might actually suffer or incur for any reason whatsoever, and only to the extent that such damages, loss, costs or expenses loss cannot be recovered from any insurance taken by the Customer, the total liability in respect of any claims for damages, loss, costs or expenses of whatsoever nature accepted by the Company arising pursuant to clause 17.5.1 and the Customer's exclusive remedy for all of the foregoing shall not exceed the amount equivalent to the charges for particular products stipulated by the Company in relation to such products damaged, destroyed or otherwise lost for the period of six (6) months prior to the occurrence of the event giving rise to such loss.

17.7. Notwithstanding anything to the contrary in this Agreement and notwithstanding any damages, loss, costs or expenses that the Customer might actually suffer or incur for any reason whatsoever, and only to the extent that such damages, loss, costs or expenses cannot be recovered from any insurance taken by the Customer, the total liability in respect of any claims for damages, loss, costs or expenses of whatsoever nature accepted by the Company and the Customer's exclusive remedy in respect of each incident of death or personal injury under clause 17.5.2 shall not in the aggregate exceed the charges for particular products stipulated by the Company in relation to such products provided by the Company under the Agreement for the period of twelve (12) months prior to the occurrence of the event giving rise to such loss (or such shorter period if such products had been the subject of services offered by Company for less than twelve (12) months).

17.8. The Company, its employees or agents will not be liable in any manner for any civil, criminal, administrative or investigative proceedings or any claim arising out of any act or omission of the Customer, its employees or agents or breach by the Customer of its obligations under the laws of Kenya in relation to the products and/or any unlawful or unauthorized use of the products by the Customer, its employees, agent or invitees.

17.9. The Customer hereby indemnifies (on a full and unqualified indemnity basis) the Company, its employees and agents from and against all liability disclaimed by the Company pursuant to the provisions of clause 17.8 and will protect and defend the Company, its employees and agents from any action, claim or proceeding alleging such liability, and will pay all expenses and satisfy all judgments that may be incurred by or rendered against the Company, its employees and agents in connection therewith.

17.10. The Customer hereby indemnifies the Company, its employees and agents against all claims made by any third party for loss, damage or expense of whatsoever nature and howsoever arising relating to the performance, purported performance or non performance of any services pursuant to the Agreement.

17.11. Claims by the Customer for any loss, damage, cost or expense must be presented in writing to the Company within a reasonable time and in no event longer than sixty (60) days after the Customer is notified by the Company or otherwise receives notice that circumstances giving rise to such loss, damage, cost or expense has arisen.

**17.12. No action or suit may be maintained by the Customer against the Company for any loss, damage, cost or expense, unless timely written claim has been given as provided in clause 17.11 of the Agreement, and unless such action or suit is commenced within nine (9) months after the Customer provides notification to the Company pursuant to clause 17.11.**

**18. No liability for indirect or consequential loss**

Except as provided by clause 17, the Company shall not be liable to compensate the Customer, its servants, agents, or any third parties for the contingent, consequential, indirect, special, punitive or any other damages, howsoever caused, for any damage to property or injury to person, whether arising out the use or operation of the equipment or otherwise, and Customer agrees to indemnify and keep indemnified the Company in respect of any such liability.

**19. Environmental Disclaimer**

The Environmental Management at any site on which the Company's equipment is used is the responsibility of the Customer. In this regard, the Company disclaims responsibility for any infringements, which occur related to breaches of environments pollution aspects such as noise, atmospheric, water, sewer, dangerous goods, waste disposal, etc.

**20. Indemnity/Disclaimer**

Injury or death of persons employed by Epiroc Eastern Africa Ltd working on customers' site shall be handled in accordance with the requirements of the applicable Kenyan regulations and in line with the contractual agreements between Epiroc and the customer. However, as a minimum requirement, the customer shall take necessary measures to ensure the environment is safe to work in and comply with the applicable Kenyan Laws.

**21. Assignment and Transfer**

21.1. These Conditions of Sale are personal to the parties no party shall:

21.1.1. assign or transfer any of its rights under these Conditions of Sale

21.1.2. transfer any of its obligations under these Conditions of Sale

21.1.3. sub-contract or delegate any of its obligations under these Conditions of Sale

21.1.4. charge or deal in any other manner with these Conditions of Sale or any of its rights or obligations,

21.2. Any purported assignment, transfer, sub-contracting, delegation, charging or dealing in contravention of clause 21.1 shall be ineffective.

**22. Effect of invalidity**

22.1. If any provision or part of a provision of these Conditions of Sale shall be, or be found by any court of competent jurisdiction to be, invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions or parts of such clauses of this Agreement, all of which shall remain in full force and effect.

22.2. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted or modified, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

**22.3. Any provision of these Conditions of Sale which are or become for any reason illegal, invalid or unenforceable under the law of any jurisdiction shall as to such jurisdiction be ineffective only to the extent of such illegality, invalidity and unenforceability without invalidating the remaining provisions of these Conditions of Sale or affecting the legality, validity or enforceability of such provision in any other jurisdiction.**

**23. No joint venture or partnership between the parties**

Nothing in this Agreement shall create a partnership or joint venture between the parties and save as expressly provided in this Agreement no party shall enter into or have authority to enter into any agreement or make any representation or warranty on behalf of or pledge the credit of or otherwise bind or oblige the other party.

**24. Rights of Third Parties**

These Conditions of Sale do not confer any rights on any person or party (other than the parties to these Conditions of Sale), howsoever arising.

**25. Law and Dispute Resolution**

25.1. These Conditions of Sale and any disputes or claims arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with Kenyan law.

25.2. Any dispute arising pursuant to or in connection with this Agreement, including any question regarding its existence, enforceability, validity, interpretation or termination (Dispute) shall be referred to and finally resolved by arbitration in Kenya in accordance with the provisions of the Arbitration Act by one (1) arbitrator appointed by agreement between the parties. In default of such agreement by the parties within fourteen (14) days of a notification by a party to the others of a Dispute, the arbitrator shall be appointed by the Chairman for the time being of the Chartered Institute of Arbitrators, Kenya Branch, on the application of a party.

25.3. For the purposes of clause 25.2:

25.3.1. the language of the arbitration shall be English

25.3.2. each party shall bear its own cost of preparing and presenting its case. The costs of arbitration (including fees and expenses of the arbitrators) shall be shared equally between the parties unless the award provides otherwise and

25.3.3. the determination of the arbitrator shall be final and binding upon the parties and, so far as the law permits, not subject to appeal.

25.4. Each of the parties irrevocably submits to the exclusive jurisdiction of the courts of Kenya to support and assist the arbitration process pursuant to clause 25.1 including if necessary the grant of interlocutory relief pending the outcome of that process.

**26. Data Protection**

26.1. The Company acknowledges that in the course of performing its duties, it will receive confidential data relating to Customers. For the purposes of this clause, "confidential data" means any personal data and/or sensitive personal data (as described under the Data Protection Act, No. 24 of 2019) relating to identifiable natural persons.

26.2. The Company shall not, except in the proper course of its duties, either during the term of these Conditions of Sale or following termination of these Conditions of Sale, use or disclose to any third party any confidential data relating to the Customers.

26.3. The Company undertakes to keep confidential all data it receives in the course of performing its duties. The Company shall use its best endeavours to prevent the publication or disclosure of any confidential data pertaining to the Customers. This restriction does not apply to:

26.3.1. any use or disclosure authorized by the Issuer or required by law or

26.3.2. any information which is already in, or comes into, the public domain otherwise than through the Company's unauthorized disclosure.

26.4. The Company shall, at its own cost, implement appropriate safeguards including technical and organizational measures, to prevent unauthorized access to, use of, or disclosure of any data (as defined under the Data Protection Act, No. 24 of 2019).

26.5. In the event of a data breach as defined under the Data Protection Act, No. 24 of 2019, the Company shall immediately notify the Customer of such breach within twenty four (24) hours of becoming aware of such breach, and shall implement all measures as are necessary to mitigate the breach.

26.6. The Company fully indemnifies the Customer against any liability arising from its unauthorized use or disclosure of any third party data it may access in the course of performing its duties.

26.7. The principles of data protection as provided for under the Data Protection Act, No. 24 of 2019 and the subsidiary legislation thereunder shall be applicable to these Conditions of Sale and shall be enforceable in accordance with its provisions.