



# TRINITY NYAKABINGO MINE.

## CONTRACT N°: 000002321 - HIRE OF VEHICLE

### PARTIES

This Contract (Herein after "the Contract") is made BETWEEN:

1) **TRINITY NYAKABINGO MINE LTD** referred to as (Herein after the "Company"), a company organized and existing under the laws of Rwanda, with Tax Registration Number 101907021 located at Kabuga Village, Masoro Sector, Rulindo District, P.O Box 6132, represented by its General Manger, on the other hand.

And

2) **OLIVIER TUYISHIMIRE** referred to as (Herein after the "Contractor"), Tax Registration 108435556 organized and existing under the laws of Rwanda, located at Kimironko.

(Together, the "Parties")

### TERMS AND CONDITIONS

The terms and conditions of this Contract were negotiated under the Group as detailed in the attached document "CONDITIONS OF CONTRACT" that shall together with this Contract constitute the entire contract.

### GOVERNING LAW AND DISPUTE RESOLUTION

The Contract shall be governed, construed and interpreted in accordance with the law of the Republic of Rwanda. Any dispute arising from this Contract shall be settled amicably and failure to reach an amicable settlement shall result into referring the issue to the Competent Courts in Rwanda.

By signing, both parties accept the terms and conditions as set out in this Contract and the Conditions of Contract attached herewith.

COMPANY

COMPANY

CONTRACTOR

.....  
SIGNATURE AND NAME

.....  
SIGNATURE AND NAME

*P/O SIBOMANA Jean Claude*  
.....  
SIGNATURE AND NAME



.....  
DESIGNATION

.....  
DESIGNATION

.....  
DESIGNATION

*27/07/2024*  
.....  
DATE

.....  
DATE

*20/09/2024*  
.....  
DATE

## GENERAL CONDITIONS OF CONTRACT - HIRE OF VEHICLE

FINANCIAL QUERIES TO: J Claude HABYARIMANA TEL: +250 788 589 083  
TECHNICAL QUERIES TO: ALEXIS NSHIMIYIMANA TEL: +250 782 267 444  
COMMERCIAL QUERIES TO: JEOME SANDE TEL: +250 782 369 340

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### **CONTRACTOR :-**

**OLIVIER TUYISHIMIRE**  
**Tin No: 108435556**  
**ID No: 1199380048213168**  
**KIGALI-RWANDA**

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**Attention : Mr Olivier TUYISHIMIRE**

Telephone : +250 788 234 254  
e-mail : 2500olivier@gmail.com

## CONDITIONS OF CONTRACT

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## 1.0 DEFINITIONS

In terms of this Contract the following words and expressions shall have the meanings hereby assigned to them.

- 1.1 '**Completion Date**' means the date by which the Services are to be completed in terms of the Contract.
- 1.2 '**Contract**' means the agreement between the Company and the Contractor for provision of the Services and which replaces and supersedes in their entirety the Contracts Annexure hereto
- 1.3 '**Contract Date**' means the date upon which the Contract is deemed to have commenced.
- 1.4 '**Contract Price**' means the price to be paid by the Company to the Contractor for the provision of the Services.
- 1.5 '**Contractor**' means Eagles Solutions Limited.
- 1.6 '**Contractor's Equipment**' means the Vehicles provided by the Contractor for the execution of the Contract.
- 1.7 '**Company**' means Rutongo Mines Limited, Trinity Nyakabingo Mine Limited and Piran Rwanda Limited for whom the Services are to be provided.
- 1.8 '**Company's Property**' means machinery equipment, apparatus, material, article and any other thing of whatsoever nature belonging to or under the control of the Company.
- 1.9 '**Company Representative**' means the Group Procurement Superintendent appointed by the Company as its representative for the purpose of the Contract or his duly appointed nominee.
- 1.10 '**Services**' means all activities to be carried out by the contractor in terms of the Contract.
- 1.11 '**Sub contractor**' means any corporate body, partnership or person (other than the Contractor) to which or to whom any part of the Contract has been sub-let with the consent of the Group Procurement Superintendent.
- 1.12 '**Technical Information**' means all drawings, diagrams, calculations, designs, specifications and other information provided in Writing by the Employer's Representative to the Contractor in relation to the Services.
- 1.13 '**Termination Date**' means the date on which the provision of Services either individual vehicles or all vehicles will cease.
- 1.14 '**Writing**' means any manuscript, typewritten or printed statement signed by an authorised representative of either the Company or the Contractor and any telex, e-mail, written or telefaxed message or telegram from one party to the other.

## 2.0 SCOPE OF CONTRACT

The supply on a hire basis of the following Vehicles:

Sn	Description	Monthly Rate (18% VAT Excluded)	Start Date
<b>Trinity Nyakabingo Mine Ltd</b>			
1	TOYOTA Hiace-Van	RWF 1,200,000	20 09 2024

### 2.1 Inclusions

The following Service are included in the Monthly Rate

#### 2.1.1 Breakdown and Preventative Maintenance.

Preventative Maintenance to be undertaken every 5 000 km.

#### 2.1.2 Comprehensive Insurance.

The cost of the Excess shall be for the account of the Company:

When it can be proven by means of the Police findings that the accident was caused by the Company.

When the Contractor's Insurance Company rejects in writing an Insurance Claim.

#### 2.1.3 Tyres

Tyre repairs to be undertaken by the Contractor.

Tyre replacement shall be undertaken by the Contractor.

#### 2.1.4 Replacement Vehicles

When the vehicle is not in a working condition due to mechanical failure and scheduled maintenance, a replacement vehicle shall immediately (same day) be made available.

When a vehicle has been involved in a road accident, a replacement vehicle will be made available immediately.

All replacement vehicles must be of the same or improved condition to that of the hired vehicle.

### 2.2 Exclusions

The following items are excluded from the Contract Price

#### 2.2.1 Tyre replacement

#### 2.2.2 Traffic Fines

2.2.3 Insurance Excess when the Contractor's Insurance Company rejects in writing an Insurance Claim.

## 3.0 PRICE ADJUSTMENT

Escalation:

The Monthly Rate is subject to adjustment.

Application for price adjustment shall be submitted to the Company Representative, not less than sixty (60) days prior to the requested effective date of such adjustment and must be accompanied by revised the Rate/s and documentary evidence in support of such application.

In the event of the application not being received by the Company in due time, the existing Rate will remain in full force and effect until sixty (60) days after the application has been received by the Company Representative.

**4.0 WORK SCHEDULE**

The vehicle work schedule will be arranged by the Company Fleet supervisor.

**5.0 CONTRACT COMMENCEMENT, DURATION AND TERMINATION**

This Contract replaces and superseded in their entirety, the Contracts recorded in Annexure A.

The Commencement date of the Contract shall be the date of final signature of the Company Contracts, attached hereto.

The Contract shall run for a period of three months with effect from 20<sup>th</sup> September 2024 and be subject at all times to 05 (Five) days written notice of termination, one party to the other. Neither party will be liable to the other for any termination costs. Such notice shall be for the entire Contract.

**6.0 INVOICES**

Invoices, in the name of the Contractor and stating the Contract number must be addressed to:

Trinity Nyakabingo Mine Ltd  
For attention: The Financial Superintendent

**7.0 PAYMENT**

100% of the gross amount shall be paid to the Contractor by latest the end of the month following the month of the hire provided that the relevant invoice is received by the Company by not later than the 3<sup>th</sup> day of the preceding month and the Contractor's obligations have been fulfilled.

**8.0 INSURANCE**

### 8.1 Contractor's Vehicle

The Contractor shall be solely responsible for and shall effect comprehensive insurance on all Contractor's Vehicle and all other equipment owned, hired or operated by it.

### 8.2 Confirmation of Insurance

The Contractor shall, if so requested, within fourteen (7) days of the Contract Date submit to the Procurement Supervisor details in respect of:

- a) The names and registered addresses of the insurers referred to above;
- b) The numbers and descriptions of the relevant policies;
- c) Statements by the relevant insurers that the said policies are current.

The Contractor shall, if so requested by the Procurement Supervisor, submit copies of the aforementioned policies of insurance and copies of premium receipts or other evidence that the policies are current within seven (7) days of such request.

### 8.3 Remedy for failure to insure

8.3.1 If the Contractor fails to provide the comprehensive insurance required of the Contractor in terms of the Contract, the Company reserves the right to either:-

8.3.1.1 Conclude Insurance Cover and such Insurance Cost will be deducted from the Contractor's monthly invoice.

8.3.1.2 Suspend the payment of all sums of money already due or which may become due to him in the future in terms of the Contract until such time as the said insurance's have been effected and copies thereof furnished to the Company's Representative. The costs of any delay occasioned by the Contractor's failure to effect the said insurance's shall be for the Contractor's account and no extension of time for the completion of the Contract will be granted in respect of any delay so occasioned.

### 8.4 Contractor's indemnity

The Contractor hereby indemnifies the Company, its agents, representatives, contractors, third parties or employees against all claims of whatsoever nature arising out of any loss, damage, death or injury to persons or property resulting from the carrying out of the Contract by the Contractor or any of its Sub contractors, agents, representatives or employees except where such loss, damage, death or injury is caused by any act or omission of the Employer, its agents, representatives or employees.

### 9.0 OWNERSHIP OF HIRED EQUIPMENT

Ownership of the hired Vehicle shall vest with the Contractor and the Contractor warrants that the Contractor has full right of disposition of the Vehicle hired to the Company by it and that the Contractor's Vehicle is free of all liens and encumbrances. The Contractor hereby indemnifies the Company against all costs, which may arise due to the Contractor's Vehicle being seized.

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**10.0 WARRANTY OF CONTRACTOR'S VEHICLE**

The Contractor warrants the Contractor's Vehicle hired in terms of the Contract is in proper working order, is safe to operate and suitable for the Services intended.

**11.0 CONTRACTOR'S DEFECTIVE VEHICLE**

The Company Representative shall notify the Contractor in writing of any defects or deficiencies on the vehicle which render the Vehicle unsuitable for the purpose for which it was hired immediately such defects or deficiencies become apparent.

Payment in respect of the vehicle will cease at the time of notification to the Contractor of a defect or deficiency which renders the Vehicle inoperable and the Company shall not be liable to pay any hire charges until such time as a replacement vehicle has been provided or the defects and deficiencies in the vehicle have been fully rectified and the vehicle returned to service.

**12.0 LOSS AND/OR DAMAGE TO HIRED CONTRACTOR'S VEHICLE**

12.1 The Company shall be liable for all costs to return the Vehicle to its original hired condition (fair wear and tear excluded), arising from losses, damage and/or destruction, which may be caused by the Company and proven in terms of clause 22 herein.

12.2 The Company shall not be held liable for any losses, including, but not limited to loss of profit, indirect or consequential loss, which the Contractor may suffer for whatsoever reason.

**13.0 LIABILITY FOR HIRE**

The Company shall not be liable for any hire charges for any period that it is not possible to operate the Contractor's Vehicle due to the Contractor's Vehicle being inoperable for reasons of:

- 13.1 loss, damage or destruction caused by the Contractor; or
- 13.2 the lack of maintenance or repairs on the part of the Contractor; or
- 13.3 being defective.

**14.0 MANNER OF EXECUTION**

The Contractor shall execute the Contract in accordance with good practice applicable to the industry appropriate to the Contract. The execution shall be in accordance with the Contractor's obligations in terms of the Contract and to the satisfaction of the Company's Representative.

If anything should be omitted from the Contract and/or the Technical Information which is necessary thereto, or may reasonably be inferred there from, the Contractor shall execute the same as if it had been fully described therein and shall undertake whatever may be necessary to complete the Contract.

**15.0 ETHICAL STANDARDS**

In acceptance of the Contract the Parties undertake to act only on the basis of utmost good faith and trust in the execution thereof. Should either Party commit an act which

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may compromise the ethical relationships between the Contractor and Employer, then either Party shall have the power at its discretion to terminate the Contract forthwith.

## **16.0 CONDUCT**

All persons providing Services in terms of the Contract shall comply with all lawfull and reasonable instructions by the Procurement Supervisor in respect of the Services to be rendered by them and shall perform such Services faithfully and diligently, and shall, furthermore, comply with the security and other regulations and procedures as may, from time to time, apply to personnel and place or places or work.

## **17.0 WORK NOT COVERED BY THE CONTRACT**

The Contractor will only be paid for services completed which are as detailed in the Contract. No payment will be made where additional services or variations to the Services are carried out unless such additional services or variations are carried out in terms of an instruction in Writing by the Company's Representative and an amendment to the Contract issued by the Company's Representative.

The Services detailed in the Contract shall be carried out at the Monthly Rate contained in the Contract. No variations to such prices shall be permitted unless contained in an amendment to the Contract issued by the Procurement Supervisor.

## **18.0 PROHIBITION ON CESSION OF BOOK DEBTS**

- 18.1 The Contractor shall not during the currency of the Contract cede or transfer to any person its right, title and interest in and to any existing or future book debts of its business, except with the consent, in Writing, of the Company's Representative.
- 18.2 The Contractor shall notify the Company's Representative of the existence of any cession of book debts and whether such cession is in respect of existing book debts or future book debts or both.
- 18.3 Should the Contractor fail to comply with the above provisions the Company shall be at liberty to terminate the Contract.

## **19.0 DEFAULT**

Should either Party fail or neglect to execute the Contract with due diligence and expedition, or refuse or neglect to comply with any reasonable instructions given to him, in writing, by the either Party in connection with the Contract or be in breach of any of the provisions of the Contract, either Party may give notice in writing to the defaulting Party to make good the failure, neglect, refusal or breach complained of. Should the defaulting Party fail to comply with the notice within seven (3) days from the date of receipt of such notice or justify his action to the satisfaction of the other Party, then the Party giving the reasonable instruction shall be at liberty to terminate the Contract or part thereof by giving notice in writing.

## **20.0 FORCE MAJEURE**

- 20.1 "Force Majeure" shall mean any circumstances beyond the reasonable control of the party concerned and shall include but not be limited to:-

20.1.1 war, revolution, riot, mob violence, sabotage, epidemic, accident,

breakdown of machinery or facilities where such are not part of the Contractor's Equipment or under the Contractor's control;

20.1.2 earthquake, flood, fire or other natural physical disaster.

20.1.3 The mere shortage of labour, materials or utilities shall not constitute Force Majeure unless caused by circumstances which are themselves Force Majeure.

Supsension or termination of the license, continual drop in prices and any other reason that shall prevent the Company from continuing with its operations shall be considered as force majeure for the purpose of this agreement and based on the nature of mining business.

20.2 If either party is prevented from performing any of its obligations under the Contract by Force Majeure, then it shall immediately notify the other party of the circumstances causing Force Majeure and the obligations so affected. The party giving such notification shall thereupon be excused the performance for so long as the circumstances of prevention may continue.

20.3 If by virtue of the provisions hereof the contract will be in force for only three (3) months which could be extended by contract amendment done by the employer.

20.4 If the Contract shall be terminated in terms hereof:

20.4.1 The Contractor shall with all reasonable despatch remove from the Site the Contractor's vehicle and shall ensure that its Sub contractors similarly do so; The subcontractor shall also be allowed to remove the vehicle anytime upon notification of force majeure if he wishes to.

20.4.2 The Contractor shall recompense the Company for all outstanding amounts owed by the Contractor to the Company from whatsoever source that debt was incurred.

## 21.0 **NO WAIVER**

No act of relaxation, indulgence or grace on the part of the Contractor shall in any way operate as or be deemed to be a waiver by the Contractor of any of its rights in terms of the Contract or a novation thereof.

## 22.0 **NOTICES**

Any communication or notice required to be given or made under the Contract between the parties shall be in Writing and sent to:

22.1 Company's address:-

Trinity Nyakabingo Mine Limited  
Northern Province, Shyorongi, Rulindo District

22.2 Contractor's Address:-

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**OLIVIER TUYISHIMIRE**

Tin No: 108435556

ID No : 1199380048213168

KIGALI-RWANDA

**23.0 GOVERNING LAW AND DISPUTE RESOLUTION**

The Contract shall be governed, construed and interpreted in accordance with the law of Rwanda. Any dispute arising from this Contract shall be settled amicably and failure to reach an amicable settlement shall result into referring the issue to the Competent Courts in Rwanda.

**24.0 ANNEXURE A**

This Contract supersedes and replaces in their entirety:

Annexure Reference:

Title:

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Trinity Nyakabingo Mine Ltd & **OLIVIER TUYISHIMIRE** Contract of Hire commences on 20 September 2024.

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