

SOCIETE PETROLIERE LIMITED

AND

PIRAN RWANDA LIMITED

FUEL SUPPLY AGREEMENT

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FUEL SUPPLY AGREEMENT

PARTIES:

- I **SOCIETE PETROLIERE RWANDA LTD** (the "Supplier") company registered in and existing under the laws of, Rwanda, with registration number N° 100222174 with its registered Office address KN 4 AV,63 ST COGEBNK BUILDING ;PO BOX 144 KIGALI
- II **PIRAN RWANDA LIMITED** (the "Purchaser"), a company registered in and existing under the laws of, Rwanda, with registration number N° 102477271 with its registered Office address at KCT, 14th Floor, Kiyovu, Nyarugenge Sector, Nyarugenge District, and Kigali City.

INTRODUCTION:

- A The Supplier is a distributor of Petroleum products (Diesel, Petrol, Kerosene, Heavy Fuel, lubricants and LPG) in Rwanda
- B The Purchaser is a company which is developing a tin mine at Musha, Rwamagana District, and requires the Supplier to supply diesel fuel in accordance with this agreement.
- C The Supplier has agreed to supply the diesel fuel to the Purchaser subject to the terms and conditions of this Agreement.

AGREED TERMS:

1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement unless the context otherwise requires:

"Agreement"	means this agreement including its schedules and amendments from time to time
"Authorized Representatives"	the designated persons notified by the Purchaser to the Supplier who are authorized to sign Product Delivery Notes.
"Commencement Date"	the date of this Agreement.
"Competent Authority"	any local, national or supra-national agency, authority, department, inspectorate, minister, official, court, tribunal or public or statutory person (whether autonomous or not) of Rwanda.
"Delivery Hours"	the hours between 07h00 and 17h00; Monday to Saturdays (excluding public holidays).
"Delivery Point"	the point where Product passes from the Supplier's Vehicle into the Storage Equipment via the Measuring Equipment.
"Designated Areas"	the areas within the Site where the Supplier shall install its Storage Equipment as specified in Schedule 1.
"Law"	any law (including common law or other binding law), statute, regulation, code, ordinance, rule, judgment, order, decree or directive or any determination by or requirement of a Competent

	Authority or interpretation or administration of any of the foregoing by a Competent Authority.
"Measuring Equipment"	the equipment to be provided by the Supplier to determine the volume of Product delivered to the Storage Equipment.
"Month and Year"	calendar month and year in the Gregorian calendar.
"Operating Procedure"	the operating procedure set out in Schedule 2.
"Party" or "Parties"	the Supplier and/or the Purchaser as the case requires, or both.
"Payment Certificate"	a certificate in the form attached to the Operating Procedure which shall be provided by the Supplier to the Purchaser every month to enable the Purchaser to agree to the amounts to be invoiced by the Supplier for the Product delivered to the Purchaser for the relevant payment period.
"Performance Liquidated Damages"	liquidated damages calculated in accordance with Schedule 7 which the Supplier shall be liable for as a consequence of his failure to achieve certain guaranteed Service Level Undertakings.
"Product"	Automotive Gasoil Oil (AGO) according to the specifications as detailed in Schedule 3.
"Product Delivery Note"	a confirmation of delivery of Product in the form attached to the Operating Procedure to be signed by the Authorized Representatives of the Purchaser and the Supplier evidencing the transfer of Product from the Supplier to the Purchaser at the Delivery Point.
"Service Level Undertakings"	the guaranteed obligations of the Supplier as set out in Schedule 5.
"Specification"	the specification of the Product as set out in Schedule 3.
"Site"	the Purchaser's project site at Musha, Rwamagana District.
"Storage Equipment"	the Product storage tank to be provided by the Supplier as specified in Schedule 1.
"Sub-contractor"	an individual or company hired by the Supplier to complete the obligation of the Supplier in accordance with this agreement.
"Supplier's Equipment"	any of the Storage Equipment and/or Measuring Equipment, and/or Supplier's other plant or equipment installed or kept at Designated Areas on the Site.
"Supplier Vehicles"	any vehicle of the Supplier or its sub-contractors transporting Product to, in or from the Site, as more fully described in Schedule 1.
"Termination Date"	12 months from the Commencement Date.

1.2 In this Agreement unless the context otherwise requires:




- 1.2.1 Words importing the singular include the plural and vice versa;
- 1.2.2 If there is any inconsistency between the provisions in the body of this Agreement and the provisions in any Schedule to this Agreement, the former shall prevail.
- 1.3 Any reference to this "Agreement" shall mean the terms and conditions contained herein and any schedules or annexure to this Agreement all as amended, varied or supplemented from time to time.
- 1.4 References to statutes shall include any re-enactment or amendment thereof for the time being in force.
- 1.5 Headings are included in this Agreement for ease of reference only and shall not affect its interpretation and construction.

2 PRODUCT SUPPLY & SUPPLIER OBLIGATIONS

- 2.1 Supplier shall provide and ensure that the Storage Equipment is installed according to the consumer premises standards and other related standards and regulations available in Rwanda and International industry best practices.
- 2.2 Supplier shall ensure that Product is delivered to the Storage Equipment as per the Service Level Undertakings.
- 2.3 Supplier shall provide training to the Purchaser designated personnel on the proper use of fuel equipment and training on offloading procedures as well as in other skills area deemed necessary according to operating standards.
- 2.4 Supplier shall provide dipping and water paste to enable Purchaser designated personal verify that Product is not contaminated.
- 2.5 Supplier shall be responsible of conducting regular fuel equipment maintenance as set out in Schedule 2 to ensure that the equipment is in good working order at all times, designed in accordance with Rwandan law and free of technical deficiencies, and shall not pose any risk to the environment.
- 2.6 Supplier shall ensure that Product is delivered to the Storage Equipment strictly within the Delivery Hours.
- 2.7 Supplier confirms that it is familiar with all access roads between the national roads and the Designated Areas and confirms that the Supplier's Vehicles are capable of safely undertaking journeys on such roads.
- 2.8 Supplier shall ensure that all Product delivered to the Storage Equipment shall be in accordance with the Specification and otherwise comply with the quality undertakings set out in the Service Level Undertakings.
- 2.9 Supplier shall ensure that at all times Product delivery and transfer to tank is handled by personnel who are appropriately skilled and experienced to handle Product.
- 2.10 Supplier shall ensure that the Measuring Equipment is at all times in good working order, free of defects and capable of accurately recording the Product quantities delivered to the Purchaser at the Delivery Point.

- 2.11 Supplier shall ensure that its drivers are fully licensed for the category of Supplier's Vehicle which they are driving, and that they shall fully comply with all speed limits (Schedule 2) and road rules imposed by the Purchaser between the national road and the Site, and within the area of the Site (and in the absence of any direction by the Purchaser shall comply with Rwandan road traffic legislation) and shall at all times ensure that its drivers are not under the influence of alcohol or narcotics.
- 2.12 Supplier shall ensure that Supplier's Vehicles transporting Product to or from the Site are at all times in good working order and serviced strictly in accordance with manufacturer's requirements or otherwise in accordance with global best practice.
- 2.13 Supplier shall comply fully with the Operating Procedure.
- 2.14 Supplier shall comply fully with the Purchaser's health and safety, anti-bribery and environmental policies notified to it from time to time.
- 2.15 Supplier shall keep records of all Product delivered to the Storage Equipment (including copies of Product Delivery Notes) for the duration of this Agreement and seven years following its termination. Supplier shall provide Purchaser with access to such information and copies of such information is so requested to do so. Purchaser shall have the right to audit the Supplier's records.
- 2.16 The Supplier shall be responsible for handling, disposal, clean up and treatment of, and the payment of any fine or penalty imposed by any governmental body in relation to any breach of this Agreement by the Supplier.
- 2.17 Supplier shall be responsible to report any incidents immediately in accordance with the Purchaser's incident reporting procedure.

3 PURCHASER OBLIGATIONS

- 3.1 Purchaser shall pay for Product delivered to the Storage Equipment at the price and on the terms set out in this Agreement.
- 3.2 Purchaser shall provide access to the Site at all reasonable times within the Delivery Hours to the Supplier to enable the Supplier to deliver Product to the Storage Equipment.
- 3.3 Purchaser shall be responsible to design, construct and maintain the Designated Area to accommodate the Storage Equipment safely and in accordance with Rwandan law.
- 3.4 Purchaser shall comply at all times with the Operating Procedure with respect to the delivery of Product by the Supplier to the Storage Equipment.
- 3.5 Purchaser shall be responsible for loss or damage to the Supplier's Equipment to the extent such loss or damage arises from its fault or negligence.
- 3.6 Purchaser shall keep copies of delivery notes, payment certificate and invoices and should present the respective documents in case of dispute raised by the Purchaser.

4 PRICE

- 4.1 The price per liter of Product delivered to the Storage Equipment shall be determined in accordance with Schedule 4.

- 4.2 The price per liter is inclusive of all the Supplier's costs, overhead and profit associated with the provision of the Product and all related services under this Agreement.
- 4.3 Prices for all Product supplied to the Purchaser shall be denominated in Rwandan Francs.
- 4.4 The prices in Schedule 4 are exclusive of VAT (unless introduced by relevant authorities on taxes payable for petroleum products. Otherwise, the tax regime excludes VAT on white oil imported to Rwanda).

5 PAYMENT AND PAYMENT PROCEDURE

- 5.1 Supplier shall have no right to invoice Purchaser for any quantity of Product not being the subject of a Product Delivery Note signed by an **Authorized Representatives**. Purchaser shall be entitled to reject any Payment Certificate or invoice to the extent not accompanied by signed Product Delivery Notes.
- 5.2 The Supplier will deliver the full quantity as specified on the Local Purchaser Order (LPO). If Purchaser receives less Product than ordered then a credit note will be applied on the invoice. The Purchaser shall pay any valid invoice within 30 days upon receipt of invoice or the date of credit note (if applicable).

6 FAILURE TO PAY AND INTEREST ON LATE PAYMENT

- 6.1 If any party shall fail to pay any amount owing to the other party under this Agreement within the time specified, then interest shall accrue on any amount due from the date that any such unpaid amount became due and payable until such amount has been paid in full.
- 6.2 Interest on any outstanding amount shall be 0.05% per day from the due date until payment is made in full. Each party's rights under this Clause are without prejudice to any other rights it may have following such a failure.

7 RISK AND TITLE AND SALE OF EQUIPMENT

- 7.1 All Supplier's Equipment and all Supplier Vehicles shall remain owned by the Supplier and risk in loss or damage to the Equipment and Supplier Vehicles shall remain vested in the Supplier (save to the extent that any loss or damage is caused by the fault or negligence of the Purchaser).
- 7.2 All Product shall remain owned by and under the risk of the Supplier until such Product is transferred to the Purchaser at the Delivery Point.
- 7.3 Risk of loss to and title in Product shall pass from the Supplier to the Purchaser on transfer of the Product to the Purchaser at the Delivery Point and upon signature of the Product Delivery Note by the authorized representatives of the Supplier.
- 7.4 At the expiry of the contract, the Purchaser shall have the option to buy the Storage Equipment at its depreciated value (as such equipment shall have been depreciated in the Supplier's books of account). Purchaser shall notify Supplier of its intention to acquire the Storage Equipment or not 30 days prior to the Termination Date and Supplier shall advise Purchaser of its depreciated value. Should Purchaser make a final decision to purchase such Storage Equipment and the supplier agrees, then the later shall invoice Purchaser for the same as part of its final invoice. For the avoidance of doubt, the sale of the Storage Equipment by the Supplier to the Purchaser will attract VAT.

8 LIABILITY AND INDEMNITY

- 8.1 Neither Party shall be liable to the other Party under or in connection with this Agreement for any loss of profit, loss of revenue, loss of opportunity or any indirect, special or consequential cost, expense, loss or damage even if such cost, expense, loss or damage was reasonably foreseeable or might reasonably have been contemplated by the Parties and whether arising from breach of contract, tort, negligence, breach of statutory duty or otherwise; [provided that nothing under this clause shall limit the Purchaser from claiming Performance Liquidated Damages].
- 8.2 The parties agree that at nothing in this Agreement shall apply to the extent that such compliance shall be in breach of any Law, and neither Party shall be liable for any loss or damage suffered by the other arising from any delay or failure to perform any of its obligations herein because of compliance with any such Law; provided that the parties shall use their best endeavors to mitigate the effect of any delay or disruption to the supply of Product arising as a result of any Law to the extent possible and legally permissible.
- 8.3 Subject to the Product conforming with the Specification, the Purchaser shall indemnify and hold harmless the Supplier from and against all claims, proceedings, liabilities, losses, damages, costs and expenses whatsoever (including legal fees and expenses on a lawyer/client basis) arising out of the use of Product by the Purchaser or any third party user of Product, including without limitation, loss of or damage to real or personal property and personal injury to or death of any person.
- 8.4 The Supplier shall indemnify and hold the Purchaser harmless against all claims, proceedings, liabilities, losses, damages, costs and expenses whatsoever including personal injury or death of any third party and/or loss of or damage to the property of the Purchaser or any third party or any environmental damage as a result of defective Product and/or defective Supplier's Equipment or Supplier's Vehicles or otherwise as a result of a breach by the Supplier of its obligations under this Agreement.

9 INSURANCE

- 9.1 Without limiting its obligations under this Agreement, the parties shall have at all times during the currency of this Agreement in place the insurance policies set out in Schedule 6. The Parties shall upon request provide evidence of the insurance policies to the other party.
- 9.2 In circumstances where the Supplier is to be covered by any insurance policy of the Purchaser, the Supplier shall be liable for the deductible to the extent the loss or damage being the subject of the claim arose in circumstances where the Supplier was either at fault or arose where the Supplier has otherwise assumed risk of loss or damage under this Agreement.
- 9.3 In the event of any claim under any of the Purchaser's insurance policies for loss or damage to any part of the Purchaser's property, the Supplier acknowledges that the Purchaser shall have the right to direct the proceeds of any claim in any manner that it determines.

10 DURATION

Unless renewed by mutual written agreement between the Parties, this Agreement will remain in full force and effect until the Termination Date.

11 TERMINATION

- 11.1 Either Party may terminate this Agreement at any time during the course of the contract by giving two months written notice to the other without cause and liability.

12 CONSEQUENCES OF TERMINATION

- 12.1 Any termination of this Agreement (for whatever reason) shall be without prejudice to the rights of either Party in respect of any antecedent claim or breach of this Agreement.
- 12.2 Upon termination of this Agreement the Purchaser shall pay the Supplier for any Products supplied prior to termination of the Agreement and for which the Supplier has not received payment.

13 FORCE MAJEURE

- 13.1 If any Party is rendered unable, wholly or in part, to carry out its obligations under this Agreement (except for the payment of money) by any circumstance which is not reasonably within the control of such Party and not reasonably foreseeable at the date of this Agreement ("Force Majeure") then the obligations of the Party giving such notice, so far as and to the extent that the obligations are affected by such Force Majeure, shall be suspended during the continuance of any inability so caused, but for no longer period. For purposes of this Agreement, "Force Majeure" shall be inclusive of but not limited to the following events: flood, earthquake or other acts of God; fire, oil spill or other environmental catastrophe; war, civil disturbance, labor dispute, strikes, lockout.
- 13.2 The Party claiming Force Majeure shall notify the other Party of the Force Majeure situation within a reasonable time (not to exceed fourteen (14) days after occurrence of the facts relied on) and shall keep the other Party informed of all significant developments. The notice of Force Majeure shall give full details of the said Force Majeure, and (if possible) estimate the period of time, which the said Party will require to remedy the Force Majeure or to resume performance of its obligations under this Agreement. The affected Party shall use all reasonable diligence to remove or overcome the Force Majeure situation.
- 13.3 If any force majeure persists for more than ninety (90) days, the Parties shall within thirty (30) days thereafter meet in order to renegotiate on a bona fide basis the terms of this Agreement as may be affected by the Force Majeure. If the Parties fail to agree amended terms within the said thirty (30) days, either Party may thereafter forthwith terminate this Agreement by giving notice in writing to the other Party. On termination for Force Majeure the termination provisions applicable under clause 12 shall apply.

14 CONFIDENTIALITY

- 14.1 Each Party agrees to keep, and procure its employees, agents, auditors and advisers to keep, confidential the terms of this Agreement and any information supplied by the other Party, except where disclosure is required by law or the information was in the first mentioned Party's control before receiving it from the other Party or the information becomes generally known to the public otherwise than by the first mentioned Party's disclosure of it in breach of this Agreement. The obligations of the Parties under this Clause survive the termination of this Agreement.

15 ASSIGNMENT

- 15.1 The Supplier may not assign any of its rights under this agreement to any third party without the written consent of the Purchaser.
- 15.2 The Purchaser may assign its rights under this Agreement (including any assignment by way of security interest) without the prior written consent of the Supplier to any subsidiary of the Purchaser or any lender to the Purchaser. Purchaser shall immediately notify Supplier of any such assignment.

16 SUBCONTRACTING

- 16.1 Supplier may with the written consent of the Purchaser, use sub-contractors to undertake the services and to supply the Product on the basis that the Supplier shall procure that the Subcontractors shall comply fully with the terms of this Agreement and the Supplier shall remain fully liable for the acts or omissions of its sub-contractors.

17 NOTICES

- 17.1 Any notice under this Agreement shall only be effective if given in writing in English and delivered by hand and acknowledged receipt by either party at the following addresses:

The Purchaser at:

PIRAN RWANDA LIMITED

Kigali City Tower (KCT) 14th Flr.

PO Box 3824

Attention : Lionel SEMATURO

E-mail : lionel.sematuru@trinity-metals.com

Telephone: +250 786038830/+250782267444

The Supplier at:

SOCIETE PETROLIERE LIMITED

KN,4 AV,63 ST, COGEBANK BUILDING-7th Floor

PO Box 144 Kigali

E-mail : chabimana@sp.co.rw and copy chantal@sp.co.rw

Tel: +250788306112/+250788300224

- 17.2 Any notice under this Agreement shall be delivered personally or recorded delivery to the addresses specified herein for the giving of notices.
- 17.3 Any notice given pursuant to this Agreement shall be deemed to have been given or received in actual hand delivery to the office of the other Party.
- 17.4 Notwithstanding the foregoing, e-mail communication shall be permissible as a means of communicating between the parties, provided always that the onus shall be on the person seeking to rely on the relevant communication to prove that the other party received any such communication.

18 GOVERNING LAW AND DISPUTE RESOLUTION

- 18.1 This Agreement and any dispute or claim of whatever nature arising out of or in connection with it is to be governed by the laws of Rwanda.
- 18.2 Subject to clause 18.3, all disputes pertaining to this Agreement or the matters set out in this Agreement shall be subject to arbitration in accordance with the Rules of [Kigali International Arbitration Centre (the "Rules")]. The seat of Arbitration shall be in Kigali. The number of Arbitrators shall be one. The Arbitrator shall be appointed by agreement of the Parties or failing which by Kigali International Arbitration Centre (the Centre). The decision of the Arbitrator shall be final and binding and there shall be no right of appeal. By submitting the dispute to arbitration under the Rules, the parties undertake to carry out any award immediately and without delay and shall be deemed to have waived their right to any form of appeal, review or recourse to any other judicial authority

18.3 A party that needs urgent interim or conservatory measures that cannot await the constitution of an Arbitral tribunal ("Emergency Measures") may make an application for such measures pursuant to the Emergency Arbitrator Rules of Kigali International Arbitration Centre.

19 GENERAL

- 19.1 No delay or omission by either Party in exercising any right, power or remedy provided by law or under this Agreement shall affect that right, power or remedy or operate as a waiver of it.
- 19.2 The provisions of this Agreement are deemed to be severable and any invalidity of any provision of this Agreement will not affect the validity of the remaining provisions of this Agreement.
- 19.3 This Agreement may not be amended or modified orally, and no amendment or modification shall be effective unless it is in writing and signed by the authorized signatories of each of the Parties.
- 19.4 This Agreement and all its attachments constitute the whole agreement between the Parties relating to its subject matter and supersede and extinguish any other agreement, document or pre-contractual statement relating to the same subject matter.

SIGNED AND AGREED:



SOCIETE PETROLIERE LIMITED

Name: HABIMANA Claudien

Designation: MANAGING DIRECTOR

Date:



PIRAN RWANDA LIMITED

Name: Lionel SEMATURO

Designation: General Manager

Date: 15/09/2022

SCHEDULE 1

GENERAL MATTERS

1. Authorised Signatories

Purchaser's Authorised Signatories:

Name:/Lionel SEMATURO

Telephone: +250 786038830/+250789312308

E-mail : lionel.sematuru@trinity-metals.com

Supplier's Authorised Signatories:

Name: HABIMANA Claudien

Telephone: +250788300224

E-mail: chabimana@sp.co.rw

2. Description of the Supplier's Vehicles permissible to enter on Site to deliver Product:

The following vehicle types shall be permissible to enter the Site to deliver Product:

- A Rigid frame truck, 20 000 liters max specifically designed for the delivery of hydrocarbon fuels preferable 4 x 4 with the following equipment:
 - Firefighting equipment, serviceable with last inspection date clearly marked and signed
 - Truck dispensing equipment through a calibrated meter
 - The necessary filters on the pumping system
 - Safety equipment
 - Competent and licensed driver
- Any vehicles not specified shall require the written approval of the Purchaser before being permitted on Site.
- All deliveries will be subject to a technical evaluation in terms of:
 - Cleanliness of the delivered fuel – clear and without water, will be checked by onsite technician
 - Truck inspected and passed for safety and environmental standards

3. Description of Supplier Equipment:

The following equipment are to be provided by the Supplier:

- 1 x 20,000 liter tank max dia 2.0m x 4.5m long capable of storing 15,000 liters of diesel fuel.
- Metered pumping and fuel dispensing equipment adequate length to refuel earthmoving equipment.
- Firefighting equipment sized for the installation.
- All safety signage including the hazard data.
- Dispenser pump for fuel delivery

The following equipment are to be provided by the Purchaser:

- Prepared surface and plinths for a 6m container.
- A 6 meter container prepared to facilitate the tank sized as per item 3.
- Electrical power 220-250V.

4. Designated Area

The location of the installation will be at the Musha Sector, Muhogoto area at the Musha Valley Plant. Access is via gravel roads at medium declines.

SCHEDULE 2

OPERATING PROCEDURE

Operating procedure to deal with:

- Ordering fuel and delivery schedule
 - Fuel will be ordered by the Inventory Controller – Piran Rwanda Limited, stockholding is 7 days. (Internal rules)
- Low fuel levels and critically low fuel levels for Musha Valley Plant (MVP): (Internal rules)
 - 5400L is low level – normal ordering level delivery within 24 hours.
 - 1800L is critical low level with delivery within 18 hours.
- Driving between national road and site
 - Compacted Government road to Musha, Gravel road to site.
 - Driver must observed the speed limit indicated in road signage posts on national road and 20km/h when passing through villages.
- Access to site
 - Report to security and then proceed to the MVP area.
- Driving within site
 - Licensed driver, 25km/h speed limit within concession.
- Transfer of fuel into storage tanks
 - By motorized pump, preferably truck to be driven through meter – all fittings to be quick couplers or wiggins, no inner tube to be used for sealing with automatic cut-off valves.
 - Purchaser's authorised representative must be present during transfer at all times.
- Measurement of fuel quantity
 - Dipstick prior to transfer, signed by both parties, dipstick afterwards signed by both parties and meter readings before and after refueling takes place.
- Sampling of fuel and assessing fuel quality
 - Supplier is responsible for sampling
 - Purchaser will conduct physical check prior to receiving fuel and have the right to submit random samples for quality.
- Procedure to deal with spills, fire, road accidents, others
 - SP to supply full procedure in line with Piran's hydrocarbon management procedure. A copy of the procedure clearly displayed at the facility.
- Delivery Notes
 - Signed by the authorized Piran employee in terms of visible quality.
 - Signed by delivery truck driver.
- Payment certificates
 - Shall clearly display the Piran order number, quantity ordered and delivery point
 - Signed delivery notes as per Piran Inventory Controller
- Equipment inspections and maintenance
 - SP to perform a monthly inspection, and 3 monthly calibration testing.
- SP will be responsible for removal of sludge/fuel not conforming to specification
 - Removal of fuel /oil delivered out of specification
 - Mine old oil from maintenance of mining plant
- Responsibility for maintenance of the storage facility
 - SP will be responsible for the upkeep of the facility;
 - Piran Rwanda for the daily inspections and will report any findings to SP.
- Environmental obligations / standards for a fuel storage facility in Rwanda
 - To be agreed and added, and to conform to any Rwandan environmental regulations.

SCHEDULE 3

PRODUCT SPECIFICATION

Rwanda Utilities Regulatory Authority (RURA) is the regulatory Body. Standards are set out by Rwanda Standards Board (RSB) and most of its standards are East African Community Standards.

All the petroleum products are imported from the port (Dar Es Salaam or Mombasa) checked before entering the country through the supplier that won the tender.

Delivery note should indicate the quality of product which includes the density and temperature (physical test results). The quality of the product remains the responsibility of the supplier.

Refer to detailed product specifications set out in Schedule 5, Service levels and consequences.



SCHEDULE 4

PRICE

The price for Product shall be determined based on prevailing pump price set by Rwanda Utility Regulation Authority (RURA) through announcements or any other means of communication on the date of delivery with a discount of 60 Rwandan Francs per litre that remain constant during the contractual period. .

SCHEDULE 5

SERVICE LEVELS AND CONSEQUENCES

	KPI	Comment	Consequence
1. Safety			
1.1. LTI of Supplier staff	LTIFR < 0.5 Zero fatality	KPI to be tracked in supplier management meetings	the Purchaser has the right to terminate contract for poor safety performance or suspend the contract until remedial actions are in place.
1.2. Road accident	Number of road accidents while on route to Site – zero (excluding accidents caused by recklessness or negligence of third parties with no contributory fault or negligence from Supplier)	KPI to be track in supplier management meetings	the Purchaser has the right to terminate contract for poor safety performance or suspend the contract until remedial actions are in place.
1.3. Safety reporting	Supplier's safety statistics for the previous month to be reported in Purchaser's approved format on or before the 7th of the subsequent month	Timely reporting to Purchaser's representative	The Purchaser has the right to terminate contract for poor safety reporting or suspend the contract until remedial actions are in place.
2. Environment			
2.1. Response to spill	Spill managed within 5 hours of incident report as per procedure	Spill management to be undertaken in accordance with Supplier's procedure (as agreed by Purchaser)	USD5,000k per incident where spill management not in time or where procedure not followed.
2.2. Environmental reporting	Environmental incident reporting within 24 hours	Timely reporting to Purchaser's representative	The Purchaser has the right to terminate contract for poor environmental



			reporting or suspend the contract until remedial actions are in place.
3. Stock levels			
3.1. Stock levels reduce to low	Stock levels shall not fall below [] litres in the Storage Equipment without refilling (subject to reporting of stock levels by the Purchaser once fuel levels reach [] litres in the Storage Equipment.		\$1k per day that stock levels fall below the required level.
3.2. Stock levels reduce to emergency	Stock levels shall not fall below [] litres in the Storage Equipment without refilling (subject to reporting of stock levels by the Purchaser once fuel levels reach [] litres in the Storage Equipment.		\$1.5k per day uncapped. Purchaser has the right to purchase from 3rd party and or terminate for breach
4. Fuel Quality	Fuel samples to be taken from every delivery	<p>Tested at 3rd party lab (to be agreed), Supplier to pay costs directly and invoice Purchaser for 50% of actual costs.</p> <p>If Supplier fails to test, Purchaser may test independently and results are binding.</p> <p>Reported monthly</p> <ul style="list-style-type: none"> ➤ Quarterly Fuel analysis according to the parameters mentioned in the national fuel specifications; ➤ Analysis to be performed at every fuel delivery: <u>Standard</u> 	Purchaser shall have the right to terminate for failure to test.

		<u>Density;</u> <u>Appearance;</u> <u>Water Test;</u>	
4.1. Water content	Water content T60-113/D95 : 500 ppm max		\$1000 per sample not conforming Rejection of stock and replacement at supplier's cost
4.2. Particulate content	Average of x per month Threshold of y per sample	Not included in the national fuel specifications	\$1000 Please specify the threshold. Note that there is no local laboratory to undertake this test. Rejection of stock and replacement at supplier's cost
5. Maintenance			
5.1. Completion of tank maintenance / sludge removal /filter change	Supplier to maintain as per approved maintenance plan		To be tracked in monthly meetings. Purchaser shall have the right to terminate for failure to maintain equipment in accordance with maintenance plan. Remedy by 3 rd party at supplier's cost.



SCHEDULE 6

INSURANCE

Supplier will be responsible on all damages and losses from the time the product left the Supplier premises up to delivery point. The Purchaser will be responsible for equipment losses and damages, if they resulted from his negligence.

Purchaser will be responsible for public liability from delivery point.

SCHEDULE 7

PERFORMANCE LIQUIDATED DAMAGES

In the event the supplier fails to supply the quantity of Product required by the purchaser, other than for the reasons stipulated in this agreement, the supplier shall reimburse the purchaser by way of liquidated damages for all costs incurred in sourcing fuel from an alternative supplier, an amount equal to:

- The difference between the price in this agreement vs the price paid for the fuel purchased from the alternative supplier x the shortfall quantity supplied.
- Any additional logistics or delivery costs incurred to bring the replacement fuel to the designated delivery point specified in this agreement.

