



Rutongo Mines Limited Rwanda

CONTRACT N°:0000000409 - HIRE OF EQUIPMENT

PARTIES

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

1) RUTONGO MINES LIMITED 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, Rulinda District, P.O Box 6132, represented by its General Manger, on the other hand,

And

2) SN MACHINERY COMPANY LIMITED referred to as (Herein after the "Contractor"), (Tax Registration 103550210 organized and existing under the laws of Rwanda, located at Kicukiro, Kigali represented by the Managing Director JMV SINDIKUBWADO on one hand,

(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 *[Signature]*
MICHAEL JACKLIN
SIGNATURE AND NAME
GROUP SUPPLY CHAIN
DESIGNATION *MANAGER*
to DECEMBER 2022
DATE

COMPANY *[Signature]*
JULIAN NTON
SIGNATURE AND NAME
GENERAL MANAGER
DESIGNATION
10/12/22
DATE

CONTRACTOR
Sindikubwabo JMV
SIGNATURE AND NAME
Managing Director
DESIGNATION
DATE
[Stamp: SN MACHINERY COMPANY LIMITED, Tax Reg. No. 103550210, Kigali Rwanda, SINDIKUBWAGO J.M.V.]

RUTONGO MINES Limited
P.O.Box 6132 KIGALI-RWANDA



Eurotrade International Limited, Rwanda

CONTRACT N°: 0000000272 - HIRE OF EQUIPMENT

PARTIES

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

1) **EURO TRADE INTERNATIONAL LIMITED** referred to as (herein after the "Company"), a company organized and existing under the laws of Rwanda, with Tax Registration Number 100511011 located at Northern Province, Shyorongi, Rulinda, PO Box 749, Kigali represented by its General Manger, on the other hand.
And

2) **SN MACHINERY COMPANY LIMITED** referred to as (herein after the "Contractor"), (Tax Registration 103550210 organized and existing under the laws of Rwanda, located at Kicukiro, Kigali represented by the Managing Director **JMV SINDIKUBWABO** on one hand.

(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

B. Karamuza Ropes

SIGNATURE AND NAME

Procurer of Equipments

DESIGNATION

09/12/2022

DATE

COMPANT

J.M.V. Sindikubwabo

SIGNATURE AND NAME

J.M.V.

DESIGNATION

09/12/2022

DATE

CONTRACTOR

Sindikubwabo J.M.V.

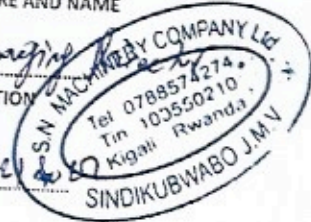
SIGNATURE AND NAME

Managing Director

DESIGNATION

09/12/2022

DATE



GENERAL CONDITIONS OF CONTRACT - HIRE OF EQUIPMENT

FINANCIAL QUERIES TO:	LLENE TOLEDO	TEL: +250 791 207 381
TECHNICAL QUERIES TO:	ALEXIS NSHIMIYIMANA	TEL: +250 782 267 444
COMMERCIAL QUERIES TO:	ROGERS BURESHYO	TEL: +250 788 535 310

CONTRACTOR: -

**SN MACHINERY LIMITED
KICUKIRO
KIGALI**

Attention: Mr. JMV SINDIKUBWABO

Telephone : +250 788 574 274
E-mail : snmachine01@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 SN Machinery Company 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, Euro Trade International 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 Company Representative
- 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 Equipment:

Item	Description	QTY	Registration No.	S/N	Monthly Rate (18% VAT Excluded)
Eurotrade International Limited					
1	Excavator CAT 320D2L	1	RAD 061I	CAT 0320DVDNS60394	RF 7 500 000
Rutongo Mines Limited					
1	Excavator CAT 320D2L	1	RAE 046Z	CAT 0320DLZCS00238	RF 7 500 000
2	Excavator CAT 320D2L	1	RAF 923E	CAT 0320DLXBA10297	RF 7 500 000

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 250 hours.

When Equipment is not available in excess of 48 hours due to Breakdown Maintenance or Preventative Maintenance, replacement Equipment shall be delivered to the Company immediately the 48 hours have elapsed.

Replacement Equipment must be of the same or improved condition to that of the hired Equipment.

2.1.2 Operator

The cost and accommodation of a fully qualified and certified Operator, per piece of Equipment, is included in the Monthly Rate

2.1.3 Comprehensive Insurance.

The cost of the Excess shall be for the account of the Company when it can be proven by means of mutually findings that the damage was caused by the Company.

2.1.4 Chain Tracks

Minor and Major repair to be undertaken by the Contractor.

Chain replacement shall be undertaken by the Contractor at a cost to be agreed by the Company.

2.1.4 Tyres

Minor and Major tyre repair to be undertaken by the Contractor.

Tyre replacement shall be undertaken by the Contractor at a cost to be agreed by the Company.

2.2 Exclusions

The following items are excluded from the Contract Price

2.2.1 Chain Replacement

2.2.2 Movement of Caterpillar Graders more than 2 km. Such movement shall require the Company to provide a low bed for the movement of the Grade.

2.2.1 Tyre replacement

2.2.2 Accommodation for the Contractor's Operator per piece of Equipment will be provided by the Company.

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 **COLLECTION DATE / DELIVERY DATE**

Collection or delivery of the Contractor's Equipment is required to be arranged with the Company Representative.

5.0 **CONTRACT COMMENCEMENT, DURATION AND TERMINATION**

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

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

The Contract shall be for an indefinite period and be subject at all times to 30 (thirty) 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 a specific piece of Equipment, a number of pieces of Equipment or the entire Contract.

6.0 INVOICES

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

Rutongo Mines Limited
For attention: The Financial Superintendent

Eurotrade International Limited
For attention: The Financial Superintendent

Piran Rwanda Limited
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 28th day of the preceding month and the Contractor's obligations have been fulfilled.

8.0 INSURANCE

8.1 Contractor's Equipment

The Contractor shall be solely responsible for and shall affect insurance cover on the Contractor's Operator and the Contractor's Equipment.

8.2 Confirmation of Insurance

The Contractor shall, if so requested, within fourteen (14) days of the Contract Date submit to the Procurement Superintendent 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 Superintendent, 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 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 affected and copies thereof furnished to the Company's Representative. The costs of any delay occasioned by the Contractor's failure to affect the said insurances 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 all hired Contractor's Equipment shall vest with the Contractor and the Contractor warrants that the Contractor has full right of disposition of all equipment hired to the Company by it and that all such Contractor's Equipment is free of all liens and encumbrances. The Contractor hereby indemnifies the Company against all costs, which may arise due to the Contractor's Equipment being seized.

10.0 **WARRANTY OF CONTRACTOR'S EQUIPMENT**

The Contractor warrants the Contractor's Equipment 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 EQUIPMENT**

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

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

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

12.1 The Company shall be liable for all costs to return the Equipment 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 by mutual agreement.

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 Equipment due to the Contractor's Equipment being inoperable for reasons of:

- 13.1 loss, damage or destruction where it can be proven by mutual agreement; 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 therefrom, 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 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 lawful and reasonable instructions by the Procurement Superintendent 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 of 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 Superintendent

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 (7) 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 PROTECTION OF THE ENVIRONMENT

20.1 Environmental Management:

The Contractor shall at all times and at its cost make itself and the Contractor's Personnel aware of, and comply with all environmental Laws, rules, regulations, ordinances and by-laws as well as all of the Employer's Standards, applicable environmental procedures and systems regarding environmental management.

The Contractor shall at all times conform to any reasonable instruction given by the Employer relating to the environment and environmental management.

The Contractor must ensure that the Contractor's Personnel are made aware of the environmental risks which may result from the Works and their particular job/task.

ensure that the Contractor's Personnel are aware of the manner in which risks must be dealt with in order to avoid pollution or the degradation of the environment;

ensure that the Contractor's Personnel are trained, capable and competent with respect to their duty to prevent environmental pollution and damage and where environmental damage and pollution occurs to their duty for care and remediation of environmental damage.

ensure that the Contractor's Personnel are properly trained to deal with the prevention and control of Environmental Incidents.

The Contractor shall at all times during the duration of this Contract:

take all reasonable steps to protect the environment from pollution on an off the Site and to avoid damage or nuisance to person or property of the public or other resulting from pollution, noise or other causes arising as a consequence of the Contractor's method of operation.

take all reasonable and necessary steps to prevent and or minimise pollution of the environment during the setting up and commissioning of the Site and Works; and

clean up and rehabilitate the Site to the Employer's approval, which shall not be unreasonably withheld, during the execution and completion of the Works.

The Contractor shall at all times report all Environmental Incidents to the Employer in terms of the Employer's Environmental Policy

20.2 Environmental Audits and Inspections

The Employer may periodically conduct environmental audits or inspections on the Contractor's work and Site establishment, and the Site.

The Contractor confirms that it is aware of and shall comply with, and consents to being subject to the Employer's Environmental Auditing and Inspection procedure.

Following the first environmental audit or inspection should the Contractor have findings of non-legal compliance, then the Contractor will be permitted a minimum of one (1) week in which to rectify the defects identified. If requested by the Contractor and agreed to by the Employer, the Employer may extend this period of one week to an agreed period.

21.0 HEALTH AND SAFETY

The Contractor shall comply with the Employer's Health and Safety Policies and Procedures.

Medical attention provided for the Contractor's Personnel and hygiene standards must be of a standard acceptable to the Employer. In the event of any of the Contractor's Personnel becoming ill or injured on the Site, through any cause whatsoever including assault, the Employer reserves the right to arrange for such medical, surgical and hospital services as he considers necessary and the Contractor undertakes and agrees to pay all expenses thereby incurred. The Employer reserves the right to have Contractor's Personnel submit themselves to medical examination on arrival at the Site and/or at later dates in the event of absenteeism through illness. All costs and expenses in relation thereto shall be borne by the Contractor.

22.0 RECORDS OF CONTRACTOR'S PERSONNEL AND EQUIPMENT

The Contractor shall maintain records showing the number and grade of employees employed and the number and type of Contractor's Equipment on site.

The Contractor shall keep proper wages books and time sheets showing the wages paid to and the time worked by the workmen in the execution of the Agreement together with such other records as are required by the Statute, Ordinance, Law, Regulation or By-Laws in force in Rwanda governing the employment of labour and shall be bound whenever required to produce such records for the inspection by the Employer.

23.0 FORCE MAJEURE

- 23.1 "Force Majeure" shall mean any circumstances beyond the reasonable control of the party concerned and shall include but not be limited to: -
- 23.1.1 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.
 - 23.1.2 earthquake, flood, fire or other natural physical disaster.
 - 23.1.3 The mere shortage of labour, materials or utilities shall not constitute Force Majeure unless caused by circumstances which are themselves Force Majeure.
Suspension 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.
- 23.2 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.
- 23.3 If by virtue of the provisions hereof either party shall be excused performance for a continuous period of four (4) months, then either party may, at any time thereafter and provided such performance is still excused, terminate the Contract by notice in Writing one to the other.
- 23.4 If the Contract shall be terminated in terms hereof:
- 23.4.1 the Contractor shall with all reasonable despatch remove from the Site all Contractor's Equipment and shall ensure that its Sub contractors similarly do so; The subcontractor shall also be allowed to remove the vehicles anytime upon notification of force majeure if he wishes to.
 - 23.4.2 the Contractor shall recompense the Company for all outstanding amounts owed by the Contractor to the Company from whatsoever source that debt was incurred.

24.0 NO WAIVER

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

25.0 NOTICES

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

25.1 Company's address: -

Rutongo Mines Limited
Kabuga Village, Masoro Sector, Rulindo District

Euro Trade International Limited
Northern Province, Shyorongi, Rulindo District

Piran Rwanda Limited
Eastern Province, Musha, Rwamajana District

25.2 Contractor's Address: -

Kicukiro, Gahanga, Gahanga,
Rinini, Kigali

26.0 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.

27.0 ANNEXURE

This Contract supersedes and replaces in their entirety:

Euro Trade Intl & SN Machinery Company Contract signed 3 September 2021, Excavator CAT 320D2L.