

# CAPITAL APPLICATION – EXECUTIVE SUMMARY

Vote name: SUPPLY, DELIVERY AND COMMISSIONING OF A CATERPILLAR  
444 BACKHOE LOADER

Vote Number: 805220262011

Type of Capex

New

Basis of Cost Estimate

Quote

Planned Status

Not Planned

Capital Application  
Amount

R 9,433,894 ,00

Capital Duration

40 Weeks

Project Leader

G Karsten

Payback

No

## Executive Summary & Purpose

This project was conceived to enable the safe exposure and examination of the footwall through proper face preparation. To achieve this, the Capital Application proposes a 6-month proof-of-concept (POC) of a modified Caterpillar 444 Backhoe Loader. The machine is intended to resolve critical safety risks and production losses caused by the inability of current scaling equipment to provide both mechanical barring and footwall cleaning. This is expected to improve roof support compliance, enhance ore quality, and ultimately lead to better face dimensions.

## Business Plan details

Amount Included in Business Plan: R 0.00.

Reason: This project was initiated in response to an evaluation of the current face preparation / safe-making methodology and associated equipment. The final recommendation seeks to address the shortcomings identified in the evaluation.

## Risk/Possible Failures

The primary risk is that the modified backhoe does not perform as effectively as designed. This will be mitigated through the 6-month POC period, during which performance will be closely monitored.

# CAPITAL APPLICATION – EXECUTIVE SUMMARY

Vote name: SUPPLY, DELIVERY AND COMMISSIONING OF A CATERPILLAR 444 BACKHOE  
LOADER

Vote Number: 805220262011

Description	Rand Amount	Percentage
Caterpillar 444 Backhoe Loader & Modifications	R 7,796,607.00	
<b>Sub Total</b>	<b>R 7,796,607.00</b>	
Escalation	R 779,661.00	10%
Contingency	R 857,627.00	10%
Fees (Project Management & Engineering)	R 0.00	0%
<b>TOTAL</b>	<b>R 9,433,894.00</b>	
Amount approved in Business Plan	R 0.00	

## **On Mine Routing Document - Capital Expenditure Application**

<b>Project Leader</b>	<b>GREGORY KARSTEN</b>	<b>Vote Number</b>	<b>805220262011</b>
<b>Title</b>	<b>N3 SUPPLY, DELIVERY AND COMMISSIONING OF A CATERPILLAR 444 BACKHOE LOADER</b>		
<b>Mine</b>	<b>NCHWANING 3</b>	<b>Department</b>	<b>ENGINEERING</b>

This document must accompany the Capital Application until the latter is sent to Head Office by the Mine Accountant.

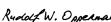
### **Capital Approval Level**

- Senior General Manager & Financial Manager
- Executive Operations (Mines) & Senior Executive Finance
- One ARM and One Assore Exco Member
- Two ARM and Two Assore Exco Member
- Board Approval Capital

### **Type of Application**

- Capital Application
- Vote Revision

### PLEASE EXPEDITE AND FORWARD PROMPTLY!

<b>Designation</b>	<b>Comments</b>	<b>Signature</b>
Mine Accountant	To allocate Vote Number and Review	Signed by:Yolandi Venessa Bantom Signed at:2025-06-30 20:35:35 +02:00 Reason:I approve this document Yolandi   <small>BLACK ROCK MINE OPERATIONS</small>
Project Leader	Plan and complete Vote Application	Signed by:GREGORY GEORGE KARSTEN Signed at:2025-06-30 20:44:19 +02:00 Reason:I approve this document GREGO   <small>BLACK ROCK MINE OPERATIONS</small>
Head of Department	Approve	Signed by:RUDOLF WILLEM OPPERMAA Signed at:2025-07-03 13:35:00 +02:00 Reason:I approve this document   <small>BLACK ROCK MINE OPERATIONS</small>
Engineering Manager	Approve	Signed by:Sello Taku Signed at:2025-07-03 14:35:25 +02:00 Reason:I approve this document   <small>BLACK ROCK MINE OPERATIONS</small>
Management Accountant	Review	Signed by:Nigel Morgan Coetzee Signed at:2025-07-06 22:59:30 +02:00 Reason:I approve this document Nigel M   <small>BLACK ROCK MINE OPERATIONS</small>
Financial Manager	Approve	Signed by:MECHIEL JOHANNES SMIT Signed at:2025-07-07 09:10:34 +02:00 Reason:I approve this document   <small>BLACK ROCK MINE OPERATIONS</small>
Senior General Manager	Approve	Signed by:Xolani Qamatza Signed at:2025-07-08 15:56:50 +02:00 Reason:I approve this document   <small>BLACK ROCK MINE OPERATIONS</small>

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## **On Mine Routing Document - Capital Expenditure Application**

Project Leader	GREGORY KARSTEN	Vote Number	805220262011
Title	<b>N3 SUPPLY, DELIVERY AND COMMISSIONING OF A CATERPILLAR 444 BACKHOE LOADER</b>		
Mine	NCHWANING 3	Department	ENGINEERFING

### PLEASE NOTE ANY COMMENTS

Mine Accountant:

Project Leader:

Head of Department:

Engineering Manager:



## FORM

BLACK ROCK MINE OPERATIONS

Document No: FOR-FIN-CC-GEN-G-33466

Revision No: 18.0

Next Revision Date: 23/01/2028

Effective Date: 23/01/2025

1<sup>st</sup> Published Date: 15/02/2024

### **On Mine Routing Document - Capital Expenditure Application**

#### **PLEASE NOTE ANY COMMENTS**

Management Accountant:

Financial Manager:

Senior General Manager:

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Printed on 30/06/2025

Time 8:20 PM

## ***Capital Application Form – Out of Plan***

<b>PART A – REFERENCE INFORMATION</b>			
<b>Operation Name</b>	Nchwaning 3	<b>Vote No.</b>	805220262011
<b>Application Date</b>	25/06/2025	<b>Project Leader</b>	Gregory Karsten
<b>Project Title</b>	N3 SUPPLY, DELIVERY AND COMMISSIONING OF A CATERPILLAR 444 BACKHOE LOADER		
<b>Project Value</b>	R 9,433,894.00		
<b>Project Start Date</b>	July 2025	<b>Project End Date</b>	May 2026

### **Capital Approval Level**

- Senior General Manager and Financial Manager
- Executive Operations (Mines) and Senior Executive Finance
- One ARM and One Assore Exco Member
- Two ARM and Two Assore Exco Members
- Board Approval

### **Type of Capital**

- Consolidated Assessment
- Capital Application
- Replacement Capital

### **EXECUTIVE SUMMARY**

This capital application seeks approval for the purchase of a Caterpillar 444 Backhoe Loader, to be fitted with an H80S hammer, to support a six-month proof of concept (POC) at Black Rock Mine Operations (BRMO). The POC aims to address ongoing challenges related to non-compliance with planned mining dimensions, particularly mining heights, which have resulted in serious safety risks, production losses, and ore quality issues.

Since 2021, mining faces developed below the planned 4.5-5.0 metre height which have led to several operational problems. These include inadequate roof support installation (posing a

## ***Capital Application Form – Out of Plan***

significant Fall of Ground risk), reduced tonnes per blast, and mining into the hanging wall, which compromises ore quality. An investigation identified the primary cause as the limited capability of the current scalers, which cannot effectively clear and back-lash accumulated ore from the face footwall.

After evaluating six different manufacturers, none could meet BRMO's requirement for both face barring and material back-lashing. In response, Cat Barloworld has proposed a redesigned Caterpillar 444 Backhoe Loader specifically modified to perform both functions. The proposed solution offers a unique combination of reach, manoeuvrability, and power, which existing equipment lacks. The total capital required for this project is R 9,433,894 - covering the machine purchase, modifications, and a proof of concept that will run over a period of 6 months to validate its effectiveness. If the POC is successful we will replace all scalers with this new type. Alternatively, we will replace the original backhoe and redeploy the unit on surface. Successful implementation is projected to significantly improve safety by ensuring all faces are adequately prepared, reduce production downtime, and potentially unlock previously inaccessible ore reserves. The investment supports BRMO's commitment to Zero Harm and ongoing operational excellence.

### **BUDGET SUMMARY**

<b>Description</b>	<b>R</b>	<b>Percentage</b>
Project Capital	7,796,607.00	
Escalation	779,661.00	10%
Contingency	857,627.00	10%
Fees	0.00	0%
<b>Total</b>	<b>9,433,894.00</b>	
<b>Amount in 5 Year Plan</b>	<b>0.00</b>	

## ***Capital Application Form – Out of Plan***

### **CATEGORISATION:**

Complexity	✓	Guide	Project Value R'mil	✓
High Complexity		Requires design, multi-disciplinary inputs and site construction work	>R500m	
			>R250m	
			>R70m	
			>R30m	
Low Complexity	✓	Equipment related or provision of services where no design work is required	<R30m	✓
			<R5m	

*The detail required in the capital application may vary based on complexity and value of the project. Section/s in the application that is not applicable must be indicated accordingly.*

## ***Capital Application Form – Out of Plan***

### **PART B – QUALITY ASSURANCE**

#### **Heads of Departments (HODs) or Specialists**

Name and Designation	Comment (from specialist and other stakeholders)	Signature
Sello Taku Manager Engineering		Signed by:Sello Taku Signed at:2025-07-03 14:35:58 +02:00 Reason:I approve this document Sello Ta   <small>BLACK ROCK MINE OPERATIONS</small>
Rudi Opperman Manager Operations		Signed by:RUDOLF WILLEM OPPERMA Signed at:2025-07-03 13:35:09 +02:00 Reason:I approve this document RUDOL   <small>BLACK ROCK MINE OPERATIONS</small>
Malcolm Smit Manager Finance		Signed by:MECHIEL JOHANNES SMIT Signed at:2025-07-07 09:10:06 +02:00 Reason:I approve this document   <small>BLACK ROCK MINE OPERATIONS</small>

## ***Capital Application Form – Out of Plan***

Designation	Recommended by	Signature	Recommendation signatures required
ARM Technical			Projects >R1m or as requested
Executive Operations Support			Projects >R5m
Executive Projects			Projects >R70m

## **Capital Application Form – Out of Plan**

### **PART C – APPROVALS**

*In this section all relevant stakeholders required to approve the application.*

**Signatories – Application is signed according to the Delegation of Authority**

	NAME	SIGNATURE	DATE
<i>Operational Capital ≤R10m Out Of Plan</i>			
SGM		<small>Signed by Xolani Qama Signed at 2025-07-06 15:58:17 +02:00 Reason I approve this document Xolani Q</small>  	
Financial Manager		<small>Signed by MECHIEL JOHANNES SMIT Signed at 2025-07-07 09:11:13 +02:00 Reason I approve this document MECHIE</small>  	
<i>Operational Capital &gt;R10m ≤R15m Out Of Plan</i>			
Executive Operations (Mines):			
Senior Executive Finance			
<i>EXCO &gt;R15m ≤R30m Out Of Plan</i>			
ARM EXCO member 1			
Assore EXCO member 1			
<i>EXCO &gt;R30m ≤R60m Out Of Plan</i>			
ARM EXCO member 2			
Assore EXCO member 2			
<i>Board Approval &gt;R60m Out of Plan</i>			
Company Secretary			

*Comments by signatories where applicable.*

## ***Capital Application Form – Out of Plan***

### **PART D – MOTIVATION**

#### **1 PROJECT BACKGROUND**

Since 2021, the mine has faced persistent challenges in adhering to planned mining dimensions, with mining height being a primary concern. The majority of faces are mined below the specified 4.5m to 5.0m range, often falling below 4.0m. This has created a cascade of operational and safety issues:

- **Safety risks:** Insufficient height prevents roof bolts from being installed at the correct angles, compromising ground support integrity and elevating the risk of fall of ground incidents. This has led to DMRE issuing section 54 work stoppages, impacting safety and productivity.
- **Production losses:** Tonnes per blast have fallen significantly, driving up mining costs and preventing the achievement of production targets.
- **Quality control:** Incorrect mining heights have caused dilution by mining into the high-iron content hanging wall, while leaving high-grade manganese in the footwall.

This results in failure to meet customer specifications and incurs financial penalties.

A joint investigation by BRMO Management and Technical Teams from ARM Ferrous and Assore identified the root cause as the limited capability of the current scalers. These machines can bar the face but cannot perform back-lashing to clear accumulated ore from the footwall. This prevents proper face marking and cleaning, and creates a risk of drilling into misfired explosives.

#### **2 SCOPE OF THE PROJECT**

The primary goal of this project is to trial a new, fit-for-purpose scaler that can address the identified operational shortfalls. The project scope includes the supply, delivery, and commissioning of a modified Caterpillar 444 Backhoe Loader for a six-month trial period at one of the shafts.

## **Capital Application Form – Out of Plan**

Following an extensive research and engagement process with six different scaler manufacturers (Getman, Jama, Normet, Aard, Maclean, and Barloworld), it was determined that no existing off-the-shelf machine could meet BRMO's dual requirement of both barring the face and backlashing material 1m from the footwall. In response, Cat Barloworld proposed a unique solution: redesigning their 444 Backhoe Loader and equipping it with a hydraulic hammer to perform both critical functions. The scope of this project is limited to the trial of this single unit to validate its performance and benefits before a wider rollout is considered.

### **3 ALTERNATIVES CONSIDERED**

An extensive investigation was conducted to find a suitable replacement for the current scaler. Six leading manufacturers were engaged, and their available products were evaluated against BRMO's user requirements. While most machines met the specifications for scaling height and dimensions, none offered the critical capability of back-lashing ore from the face. The alternatives were therefore deemed not suitable as they would not solve the core issue of footwall cleaning. The proposal from Cat Barloworld to custom-modify a 444 Backhoe Loader is the only identified solution that addresses all user requirements.

### **4 BUSINESS CASE**

The project is motivated by significant safety, production, and quality benefits. By enabling proper face preparation, the Caterpillar 444 Backhoe Loader will directly mitigate critical operational risks. The financial implications are primarily tied to avoiding losses and improving efficiency rather than direct revenue generation.

#### **Benefits:**

- Safety Improvement:** Proper footwall cleaning allows for the identification of misfires, eliminating a significant explosion risk. Adherence to mining height enables correct roof bolt installation, drastically reducing the risk of Fall of Ground incidents and associated work stoppages.

## ***Capital Application Form – Out of Plan***

- **Production Increase:** Achieving the correct mining height is expected to restore tonnes per blast significantly, directly improving mining efficiency and helping to meet production targets. The new machine design, which minimizes whole-body movement, is also expected to have higher availability than the current, over-strained scalers.
- **Quality Management:** By enabling precise mining to the footwall contact, the project will prevent the dilution of ore with low-grade material from the hanging wall, ensuring customer specifications are met and avoiding financial penalties.

### **BUSINESS DELIVERABLES**

- Increase average tonnes per blast.
- Improve mechanical availability of the scaling equipment.
- Reduce the risk of section 54 stoppages related to inadequate roof support.
- Improved compliance with planned mining heights (4.5m - 5.0m).

### **FINANCIAL MOTIVATION**

N/A

<b>Net Present Value (NPV)</b>	N/A
<b>Internal Rate of Return (IRR)</b>	N/A
<b>Pay Back Period</b>	N/A

### **CASHFLOW ESTIMATE**

The cash flow is estimated to be R 7,796,607.

## ***Capital Application Form – Out of Plan***

### **5 TECHNICAL SUMMARY**

#### **GEOLOGY AND MINERAL RESOURCES**

N/A

#### **MINING METHOD AND PLAN SUMMARY**

N/A

#### **METALLURGICAL**

N/A

#### **SITE AND INFRASTRUCTURE**

The trial of this single unit will be rolled out at Nchwaning 3 shaft.

#### **ENGINEERING**

N/A

#### **CIVIL & EARTHWORKS**

N/A

#### **STRUCTURAL**

N/A

#### **MECHANICAL**

N/A

#### **CONTROL AND INSTRUMENTATION**

Level 9 Strata Collision Avoidance System (CAS) / Proximity Detection System (PDS) will be installed in accordance with the BRMO specifications.

#### **ELECTRICAL**

N/A

#### **FIRE CONTROL**

A board fire suppression system will be installed (activated from the cab and ground level), supplemented by a 9kg fire extinguisher.

### **6 OTHER PROJECT CONSIDERATIONS**

#### **MARKETING**

N/A

## ***Capital Application Form – Out of Plan***

### **LEGAL & FISCAL**

N/A

### **HUMAN RESOURCES**

Current scaler operators will be trained and certified by the OEM and the BRMO Training Centre to operate the new equipment.

### **SAFETY AND HEALTH**

The machine will be equipped with a closed cab, exhaust gas purifier, and fume diluter. A full OEM risk assessment will be completed prior to commissioning.

### **ENVIRONMENTAL**

The unit is specified with a minimum Tier 3 diesel engine to manage emissions.

### **SUSTAINABLE DEVELOPMENT**

N/A

### **PROCUREMENT**

A single-source procurement from Barloworld is motivated by the fact that no other supplier could meet the unique technical requirements of the scope. The normal BRMO procurement process will be followed.

### **ONGOING OPERATIONAL COST**

Additional costs such as the maintenance, fuel and periodical services are foreseen operational costs.

## ***Capital Application Form – Out of Plan***

### **7 PROJECT MANAGEMENT SUMMARY**

#### **EXECUTION APPROACH**

The project will be managed by the BRMO Engineering Department. The OEM, Barloworld, will be responsible for the supply, modification, delivery, and commissioning of the unit.

#### **SCHEDULE**

The indicative lead time from placement of order to commissioning is approximately 39 weeks, as per the OEM quotation. This includes factory production, shipping, modifications, and brake system fitment.

#### **PROJECT RESOURCES**

The machine will be maintained by BRMO personnel with technical support from the OEM as required.

#### **OPERATIONAL READINESS REQUIREMENTS**

N/A

#### **RISKS**

The primary risk is that the modified machine does not perform the back-lashing function as effectively as designed. This will be mitigated through the 6-month trial period, during which performance will be closely monitored. A comprehensive risk assessment covering all operational aspects of the new machine will be conducted prior to commissioning.

### **8 CONCLUSION AND RECOMMENDATION**

The inability to correctly scale and prepare mining faces presents a significant and ongoing safety and production risk to Black Rock Mine Operations. The custom-modified Caterpillar 444 Backhoe Loader is the only identified solution capable of addressing the root cause of this problem. It is recommended that capital of R 9,433,894 be approved for the purchase and trial of this machine to validate its effectiveness in creating a safer and more productive mining environment.

## ***Capital Application Form – Out of Plan***

### **SPECIALISTS STUDIES**

N/A

### **APPENDIX 2 SPECIFICATIONS, QUOTATIONS, BILLS OF QUANTITIES**

- 1) Quotation
- 2) Scope of Works
- 3) BRMO Scaler Investigation Presentation

4 March 2025

BWE/2025/K11168

Assmang LTD Black Rock Mine Operations  
P.O Box 187  
Santoy  
8491

Attention: Gregory Karstens

Per email: Gregory.Karsten@assmang.co.za

Dear Sir,

**RE: QUOTATION FOR 1 (ONE) CATERPILLAR 444 BACKHOE LAODER WITH B80S HAMMER**

Barloworld Equipment southern Africa, a division of Barloworld South Africa (Pty) Ltd ("BWE" or "we", "our" or "us") thank you for your enquiry and we take pleasure in submitting our quotation to you for consideration.

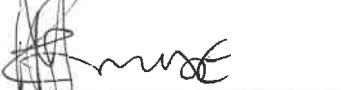
This quotation is subject to the BWE Standard Trading Terms and Conditions (as available on [www.barloworld-equipment.com](http://www.barloworld-equipment.com)) and any further terms as outlined herein. Your subsequent submission of any purchase order in response to this quotation indicates your acceptance of these terms. Words and expressions in this quotation shall have the same meanings as are assigned to them under the BWE Standard Trading Terms and Conditions, in addition to those words defined herein.

As a proud Level 1 Broad Based Black Economic Empowerment ("BBBEE") contributor, we are committed to working with you in a structured partnership using our experience, technology and financial strengths to guarantee you a suitable solution to meet your requirements.

We trust that this quotation meets your requirements, and should you require any clarity, do not hesitate to contact the persons below:

NAME	CONTACT DETAILS	
Jeremia Mmonye	0826854036 / JMmonye@barloworld-equipment.com	Sales Consultant

Signed for and on behalf of BWE:



Jeremia Mmonye  
Sales Consultant Kathu



Sarah Naude  
Operations Manager Kathu

Barloworld Equipment Southern Africa  
a division of Barloworld South Africa (Pty) Ltd  
Electron Avenue Extension Isando  
PO Box 11 Isando 1600 South Africa  
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Facsimile +27 (11) 929 0366

Reg No. 1946/021661/07  
Tyre Producer Reg No: TPREG0063GAU

Directors: MMA Masemola NV Lila P Ndlovu DM Sewela

Divisional Directors: NV Lila SB Mahlare MMA Masemola N Menon DM Sewela

## **SECTION A: SCOPE OF SUPPLY**

### **1. Equipment and/or Services**

1.1. We are pleased to submit this quotation for the supply of the following Equipment and/or Services:

1 (One) x Caterpillar 444 Backhoe Loader with H80S Hammer

### **2. Exclusions**

2.1. We have only costed for Equipment and Services as detailed above. The following is excluded from our Scope of Supply:

2.1.1. 15% (fifteen percent) Value Added Tax ("VAT") on all proposed pricing.

2.1.2. EPP

2.1.3. Customer Value Agreement

## **SECTION B: PURCHASE PRICE AND DELIVERY**

Price

Description	Imported US\$	ROE	Imported ZAR	Local ZAR	Unit Price	Optional Extras	Total ZAR
Caterpillar 444 Backhoe Loader with H80S Hammer	166,601	18.63	3,103,777	317,981	3,421,758	4,374,849	7,796,607
<b>Total Price (Excl. VAT)</b>	<b>166,601</b>	<b>18.63</b>	<b>3,103,777</b>	<b>317,981</b>	<b>3,421,758</b>	<b>4,374,849</b>	<b>7,796,607</b>

**Subject to ROE fluctuation**

The following is included in the above pricing.

Transport to from Kuruman to Black Rock

Optional Extras – See list page 4

2 x Set of Manuals - Operation & Maintenance, Service and Parts Manuals (hardcopy's) and an option for PDF download version, which will need a domain email address.

Transport to Black Rock

The following is included in the imported content portion as detailed in the pricing above:

Caterpillar 444 Backhoe Loader  
Standard Unit, with the following attachments.  
Lane3  
Prep Package, En474, Pilot  
Stick, Std, 4.3m  
Pt, 4ws, ASHF, Pilot  
Lkg, Lift, 4.3m, Hbcv  
Eng, 74.5kw, C4.4, S3a  
Sound Suppression, Eu, 103 Db  
HYD, MP, 5fcn, Pilot, Lks  
Loader Bucket Pins  
Bucket-MP, 1.15 M3, Po, BOCE  
Lights, Roading, LH Dip, Led  
Cab, Std  
Work lights (8) Led Lamps  
Seat, Fabric  
Air Conditioner, S3a  
Tires, 440 80r28, Bib load, Mx  
CTWT 115 Kgs  
Sensor, Pressure, Yellow  
Instructions, Iso  
Serialized Technical Media Kit  
Lines, 1-Way, S-Stick, Pilot  
Product Link, Cellular PI243  
Guard, Driveshaft  
Guard, Rear Light  
Power Side Shift  
Guard, Front Bucket  
Coupling None  
Locks, Hoe Linkage  
Bucket-HD, 610mm, 0.17m3, Uni  
Certificate Of Origin, Engl  
Rust Preventative Applicator  
Pack, Roll On/Roll Off By Sea

Backhoe Loader Work Tools, Row  
All Machines BHL  
Hammer, H80s  
Bracket, Bl, 45-50mm, XI  
Lines, H80-H95, BHL-F  
Estimate For Packing

The following optional extras is included in the pricing – Section B – Page 2.

<b>444 Backhoe Loader</b>		
Cylinder & Hose guards	R	606,228
Proximity Detection Interface (PDIM System) & Installation	R	284,696
Tyre Pressure Tag Set	R	7,808
Green Light Left, Red Light Right x 2	R	40,960
Revers Camera	R	24,640
Double Pole Lock Out	R	15,973
Power Distribution Box	R	88,320
First Aid Kit	R	3,034
Reverse Alarm	R	7,040
Strobe light Orange	R	20,659
Road Triangle Set x 2	R	1,260
Glass breaking tool	R	1,470
Reflecting Tape & Plant Number Stickers	R	37,120
Spray Nip Points Red	R	17,850
Air Cleaner Indicator	R	2,205
Stops Blocks with Brackets x 2	R	16,800
Disassemble and assemble of machine on site	R	140,000
HID Lights x 4	R	-
Fail Safe Brakes Included the following :	R	1,414,400
Compliant Brake System		
Intergrated SAHR Brake heads		
User Interface		
Door Interlock		
Seabelt Interlock		
Neutral Brake Functionality		
CAN /Analog Communication		
Throttle Controller		
2 x Rims	R	64,128
Brake Test	R	70,400
Spare tyres x 2	R	60,979
Fast Fillb - Diesel	R	120,760
Lubrication System	R	83,328
Fire Suppression system Activated from Cab and Ground	R	250,083
1 x 9 Kg fire extinguishers	R	4,992
CPS (PDS)	R	473,600
Training: Maintenance - 5 learners	R	225,984
Trainin : Operator - 5 learners	R	140,131
2 x Extra Set of Manuals	R	150,000
<b>Total (Excl VAT)</b>	<b>R</b>	<b>4,374,849</b>

Local Extras subject to price increases.

## **1. Price basis of Quotation**

- 1.1. The prices quoted are firm in all respects subject only to, adjustment for rate of exchange fluctuation, Caterpillar Ex-Factory increases and transport cost fluctuations, and is based on foreign currency of:

South Africa Rand (ZAR) R18.63 = United States Dollar (US\$) 1.00.

- 1.2. Any fluctuation in the rate of exchange would be for your account or credit.  
1.3. In addition, where applicable, the Purchase Price is subject to adjustment at the Standard Bank of South Africa Limited sight selling rate of exchange applicable on the day on which payment is made by us to our overseas suppliers.

### **Forward cover**

Should a firm exchange rate be required, BWE would, on receipt of written instructions, effect a Forward Exchange Contract for the imported portion of the equipment, at a forward rate on the date on which payment is made by BWE to its overseas supplier. BWE will endeavor to secure a rate which is agreeable to both parties. The price of the Equipment would then be recalculated using the forward rate, and this price would be the agreed Purchase Price between the parties.

## **2. Terms of Payment for the Equipment/ Services are as follows:**

### **3.1. Ex-Factory Units**

- 3.1.1. A non-refundable advance payment where applicable, including VAT on the total Purchase Price of the item is due and payable on placement of orders.  
3.1.2. The balance of the Purchase Price (including VAT) is due and payable within seven (7) days of presentation of a tax invoice issued by BWE. The tax invoice will be issued on successful commissioning and handover of the machine.

### **3.2. Ex- Stock Units**

- 3.2.1. The full Purchase Price (including VAT) is due before collection or delivery of the Machine.  
3.2.2. All Ex-Stock Units are subject to prior sale. If a unit is sold prior to receipt of an order, a new quote will be issued.

### **3.3. Parts and Services**

- 3.3.1. The Purchase Price for parts and services shall be due within thirty (30) days of date of invoice.

### **3.4. Interest on overdue payment**

- 3.4.1. Interest will be charged on all overdue payments at an interest rate of two percent (2%) above the Prime lending rate charged by the Standard Bank of South Africa Limited, compounded annually on any amount still owing after the due date for payment.

## **3. Lead Times**

The indicative lead-time in weeks, from receipt and acceptance of purchase order, for the above-mentioned Equipment is as set out below. Final lead times will be confirmed once the/an order is placed with Caterpillar.

Machine	Weeks
Caterpillar 444 Backhoe Loader	Ex – factory 20 weeks Shipping +- 4 weeks Off-Loaded at harbor, inland transport, PDI, fitted of optional extras and commissioning +- 5 weeks Brake modification 8 – 10 weeks

## **4. Termination or Cancellations**

Once an order has been placed with BWE the customer may not cancel the order unless BWE consents to such cancellation in writing. In the event of such cancellation the customer shall pay BWE for: a) any goods, supplies, materials or other items ordered by BWE in the course of performing the order, and b) any reasonable costs or expenses incurred by BWE as a result of such cancellation or termination.

## **SECTION C: TERMS AND CONDITIONS OF QUOTATION**

### **1. Validity**

This quotation is valid for **30 (thirty)** days from the date of the quote.

### **2. Ownership**

Despite delivery, BWE retains ownership of the Equipment until the Purchase Price has been paid in full by the customer and payment has been received and cleared by BWE.

### **3. Value Added Tax and Duties**

The Purchase Price quoted excludes VAT and the VAT amount is specified separately in the price schedule at the rate prevailing at the date of the quotation. No allowance has been made for taxes and duties to authorities outside of South Africa which will be for the customers account.

### **4. Terms and Conditions**

This quotation is prepared and all Equipment, Goods and/or Services are supplied in terms of our Standard Trading Terms and Conditions, a copy of which is available on our website: [www.barloworld-equipment.com](http://www.barloworld-equipment.com).

Your special or general terms and conditions will and do not apply to any Contract entered into with BWE and are hereby expressly excluded and shall not be binding on BWE under any circumstance, even if they are not expressly rejected in writing or otherwise. An order placed with BWE will be deemed irrevocable and on BWE's Standard Trading Terms and Conditions notwithstanding the fact that no formal acceptance of the quotation is received by BWE in writing.

### **5. Limitation and Exclusion of Liability**

BWE limits and excludes its liability, in so far as is permissible in law, arising out of or in connection with the Contract and/or any work carried out in terms thereof or otherwise, as more fully set out in the Standard Trading Terms and Conditions.

### **6. Intellectual Property / Copyright**

BWE does not sell, cede or in any way transfer any Intellectual Property, either of its own or of any Original Equipment Manufacturer ("OEM"). The Customer acknowledges that it has and will receive no rights in or to any Intellectual Property.

### **7. Choice of Law and Jurisdiction**

All transactions entered into with BWE shall be subject to the laws of the Republic of South Africa.

### **8. Warranty**

All new Equipment is offered with a standard OEM warranty subject to the same conditions and limitations contained in the relevant OEM warranty which is available on request from your contact person. Services are also offered with a BWE Service Warranty, unless indicated otherwise.

### **9. Non-OEM attachments**

- 9.1. If the Customer requests that parts, devices, accessories or consumables manufactured by suppliers other than Caterpillar Inc. or other original Equipment manufacturers of Equipment sold by BWE ("Non-OEM Parts"), be installed in or onto the Equipment or Goods (whether by BWE or any third party), then BWE shall:
  - a) not be liable in any way whatsoever in respect of any defect in such Non-OEM Parts or any defective workmanship in relation to their installation;
  - b) not be responsible for the maintenance of such Non-OEM Parts;
  - c) not be liable for any damage caused to the Equipment, Goods and/or the Non-OEM Parts;
  - d) cede any warranties applicable to such Non-OEM Parts to the Customer when the Equipment is delivered to the Customer (where the Non-OEM Parts are installed prior to delivery of the Equipment to the Customer).
- 9.2. Barloworld does not make any representations or recommendations in relation to any Non-OEM Parts or their installation.
- 9.3. The Customer acknowledges and accepts that BWE shall not be liable under any circumstances for any claims (including consequential or special damages or loss of profits) which the Customer or any third party may suffer or sustain as a result of the installation, maintenance, operation of, and/or inadequate instructions and warnings in relation to, any Non-OEM Parts installed in or onto the Equipment and/or Goods.

9.4. The Customer hereby indemnifies and holds BWE harmless against any claims of whatsoever nature which may be made against BWE arising out of, or connected in any way to, the manufacture, installation, maintenance and/or operation of Non-OEM Parts installed in or onto the Equipment and/or Goods and/or inadequate instructions and warnings in relation to them.

**10. Export of Machines**

It is important to note, that, in addition, the purchaser:

Acknowledges being aware that if any equipment supplied under this contract are exported beyond the borders of the country in which they were delivered within 2 (two) years after delivery, BWE will be liable to pay an additional sum to the manufacturer of the equipment; and undertakes to refund to BWE, on demand, such additional sums which BWE is required to pay.

**11. Broad Based Black Economic Empowerment**

As stated above, BWE is a proud level 1 BBBEE contributor.

BWE stays committed to transformation within the company and has laid strong foundations for ongoing sustainable transformation at all levels.

**We trust that we have interpreted your requirements correctly and assure you of our full attention and best service at all times. Please do not hesitate to contact us for further information that may be required.**

## SECTION D: SALIENT PORTIONS OF BWE'S STANDARD TRADING TERMS AND CONDITIONS

1. These terms should be read together with the appropriate Standard Trading Terms and Conditions. In the event of a conflict between this document ("these terms") and the "Standard Trading Terms and Conditions", the Standard Trading Terms and Conditions as reflected on Barloworld's website will apply.
2. All words shall bear the same meaning as those ascribed to them in the Standard Trading Terms and Conditions.
3. Barloworld, through the registered legal entity shown on the face hereof ("Barloworld"), hereby agrees to sell new or used, remanufactured or rebuild, equipment, machinery, plant, lubricants and/or parts, technology (hardware or software), Telemetry Devices or digital products (including any installation and/or assembly and commissioning thereof), (collectively the "Equipment"); sell Technology Enabled Solutions ("TES"); rent Equipment; and provide services, labour, maintenance and/or repair services (collectively the "Services").
4. A Contract shall be deemed to have been entered into, on the earlier of the following: (a) the issue of the Acceptance; (b) when Barloworld accepts payment of all or part of any amount which is or will become payable in terms of any Contract (including any advance payment or deposit); (c) when the Parts and/or Equipment is delivered to, or collected by, the Customer; (d) when Barloworld begins carrying out the Services, Preventative Maintenance Service and/or Additional Services; or (e) in respect of TES when the telemetry system and Customer's website subscription is activated.
5. The Customer acknowledges that its authorised representative will be present at the Delivery Address on the Delivery Date. To the extent that an authorised representative is not present at the Delivery Address on the Delivery Date, the Customer acknowledges that all information applicable to the Parts and/or Equipment and handover material will be given to and signed by the person authorised to collect the Parts and/or Equipment on its behalf, and that it is the Customer's obligation to ensure that such information is effectively communicated to all relevant persons, as necessary.
6. Without in any way limiting the Standard Trading Terms and Conditions, and as far as permissible in law, neither Barloworld, its directors, officers, employees, contractors, agents or other persons acting on behalf of Barloworld (collectively "Indemnified Parties") will be liable for any/all claims, demands, actions, suits, and/or proceedings (whether actual or alleged), criminal liability, penalties, expenses, charges, costs (including costs on an attorney and own client scale on a full indemnity basis), liabilities, losses, damages, injury, death, damage, or loss of property of whatsoever nature from any cause of any kind whether in contract, delict, or restitution, or for breach of statutory duty or misrepresentation, or otherwise (collectively "Claims") and whether or not caused by the negligence of the Indemnified Parties, which may be caused to or suffered or sustained by the Customer, its directors, officers or employees (collectively "Indemnifying Parties") and/or the Indemnifying Parties contractors, agents, customers, invitees, licensees or any other third party, arising out of, incidental to or connected in any way with the Contract (or its cancellation), any Acceptance (or its cancellation), the supply of the Parts, Equipment, TES or Services, Preventative Maintenance Services, Additional Services or the rental of Equipment, unless such Claims are caused by the wilful conduct or gross negligence of Barloworld.
7. Notwithstanding anything to the contrary contained elsewhere in the Contract, as far as permissible in law, Barloworld shall not under any circumstances be liable to the Indemnifying Parties and/or the Indemnifying Parties contractors, agents, customers, invitees, licensees or any other third party in terms of, arising out of or in connection with the Contract and/or any work carried out in terms thereof or otherwise (or its cancellation) or any Acceptance (or its cancellation) for: (a) loss of actual or anticipated profit or revenue, loss of use or productivity, loss of production or business interruption, loss of data, loss of goodwill, loss of any contract or business, loss of opportunity, any demurrage or other costs related to the delay of vessels; and (b) any kind of incidental, special, indirect or consequential loss or damage, even if Barloworld has been advised, knew or should have known of the possibilities of such loss or damage.
8. The Customer hereby indemnifies the Indemnified Parties and undertakes to keep each of them indemnified and held harmless against any Claims which may be made against any of them arising out of or in connection with: (a) the Contract (or its cancellation), any Acceptance (or its cancellation), the supply of the Parts, Equipment, TES or Services, Preventative Maintenance Services, Additional Services the delivery of Goods, or the rental of Equipment; (b) any alleged violation of any laws, including health, safety and environmental requirements, labour and social security laws and regulations by the Indemnifying Parties; (c) the Customers possession, use, on-selling of Parts, Equipment and/or Goods, or rental of the Equipment; (d) the Customer or an authorised user of the Telemetry Device providing false, incomplete or inaccurate information to Barloworld; and/or (e) or as a result of the Customer failing to notify Barloworld of a change in the ownership of Equipment and/or Goods on which the Telemetry Device is installed.
9. Unless otherwise specifically set out in the quotation or otherwise stated in the relevant Standard Trading Terms and Conditions as far as permissible in law: (a) the total liability of the Indemnified Parties to the Indemnifying Parties under or in connection with all Contracts and/or any work carried out in terms thereof or otherwise, howsoever arising, including, but not limited to, any liability arising out of contract, delict, statutory duty or otherwise and whether arising by way of penalties, liquidated damages, delay damages, performance liquidated damages, indemnity or otherwise, shall not exceed in aggregate the lesser of R 2,000, 000.00 (*two million Rand*) and: (i) in the case of the sale of any Parts and/or Equipment, the cost of replacement of the Parts and/or Equipment; (ii) in the case of the performance of Services, Preventative Maintenance Service, Additional Services 6 (six) times the monthly fee payable by the Customer for those service/s which gave rise to the claim; (iii) in the case of the rental of Equipment, 6 (six) times the monthly rental payable by the Customer, at the time that the claim arose; and in the case of the sale of TES, 6 (six) times the monthly Fee payable by the Customer for the TES which gave rise to the claim.
10. Barloworld is not liable for any failure or delay in performing any of its obligations under the Contract which is caused by any event or circumstance which: (a) is beyond its reasonable control; or (b) it could not reasonably have provided for/against before entering into the Contract; or (c) having arisen, could not reasonably have been avoided or overcome by Barloworld.
11. As far as permissible in law, the Customer expressly agrees that, except for any written warranty or guarantee which is signed by both Parties and which Barloworld expressly agrees in writing is part of the Contract: (a) the Parts and/or Equipment is sold or let voetsrots (that is as they stand where they stand) without any warranty and/or guarantee, including any implied or common law warranty; (b) Barloworld is not liable for any latent or patent defect in the Parts, Equipment and/or Goods; (c) TES, Preventative Maintenance Services, Additional Services and Services are provided without any warranty and/or guarantee, including any implied or common law warranty; and (d) Barloworld does not make any representations in respect of the sale or rental of the Parts, Equipment, Goods, TES, the Preventative Maintenance Services, Additional Services, Services, and/or the fitness of the sale or rental of the Equipment, TES, and/or Goods or any part thereof for any particular purpose, other than as provided for in the operating and maintenance manual provided by Barloworld.
12. The Customer acknowledges that it has read the instructions and warnings provided to it by Barloworld as it appears in the operating and maintenance manual in respect of the hazards arising from, or associated with, the Parts, Equipment and/or its use and/or the Preventative Maintenance Services, Additional Services, Services and the Customer agrees that those instructions and warnings are adequate, clearly expressed in plain language and easy to understand.
13. The Customer agrees to comply with all relevant and applicable anti-bribery and anti-corruption laws in its dealings with Barloworld.
14. To the extent permissible by the applicable laws, the Customer will protect, defend, indemnify and hold harmless the Indemnified Parties against any Claims, of any governmental authority or any third party as a result of the breach by the Customer of any sanctions laws, economic or trade restrictions or export controls regulations (collectively "Sanctions"), whatsoever applied and/or imposed by the European Union and/or the United Kingdom and/or the United States of America or any international governmental organization or relevant authority, as may be amended from time to time.
15. All right, title and interest in and to the Intellectual Property owned by either Barloworld or the Original Equipment Manufacturer ("OEM") pertaining to the Parts, Equipment, TES and/or the provision of Preventative Maintenance Services, Additional Services, Services shall vest respectively in either Barloworld or the OEM, as the case may be, and all benefits arising from the use of the Intellectual Property shall inure exclusively for the benefit of Barloworld and/or the OEM, respectively. The Customer acknowledges that it has no rights in or to the Intellectual Property.
16. Where any amount payable under a Contract is based on an exchange rate, that exchange rate shall be set out in the quotation. The Customer agrees to bear the risk in any variation in the exchange rate of the South African Rand against the applicable foreign currency in accordance with the terms set out in the quotation, from the date of quotation until the date of payment, and Barloworld shall be entitled to increase or reduce the amount due by the Customer in respect of the Contract accordingly.
17. As far as permissible in law, should the Customer breach these terms, then Barloworld shall, in addition to any other rights which it might have in law or these terms, have the right to obtain an attachment in any court of competent jurisdiction placing the Goods and/or Equipment into the custody of Barloworld pending the conclusion of any action instituted or to be instituted against the Customer and the parties agree that Barloworld need not serve a notice of demand on the Customer before institution of proceedings to obtain an order for attachment of the Goods and/or Equipment or an interdict against the Customer.
18. Barloworld processes and manages Personal Information in accordance with the Protection of Personal Information Act No. 4 of 2013 and Barloworld's Privacy Statement, the current version of which may be accessed from the Company website (<https://www.barloworld-equipment.com/legal/privacy-statement/>). The Privacy Statement may be changed from time to time, and any updated versions will be published on the Company website.

## **Routing Form – Senior Management Approval of Scope of Works**

<b>Senior Management Approval of Scope of Works</b> <i>where estimated value of the Scope of Work is &gt; R500,000.00</i>			
<b>Project Leader</b>	G Karsten		
<b>Title of Project</b>	SUPPLY, DELIVERY AND COMMISSIONING OF A CATERPILLAR 444 BACHOE LOADER TO ASSMANG (PTY) LTD BLACK ROCK MINE OPERATIONS		
<b>List of Proposed Contractors / Service Providers / Suppliers. (Buying may add more Names as per procedure)</b>	Caterpillar	<b>Department</b>	Engineering
		<b>Date requested</b>	2025/03/26
<b>Implementing Financial Year</b>	FY1	<b>Budget available</b>	
<b>Estimated Duration / Lead Time to implement project from placing the order/signing a contract.</b>	39 weeks	<b>Estimated Value of Project/Purchases.</b>	R 7 796 607.00

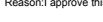
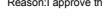
**Please indicate which type of Scope of Works and ensure relevant references in Scope of Works**

**Type of Scope of Works:** - **Relevant relationships/Scope of Work:**

- |  |  |
|--|--|
| <input type="checkbox"/> On Site Services                    | - Assmang, "the Employer" and Service provider is "the Contractor" |
| <input type="checkbox"/> Services Off-Site                   | - Assmang, "the Client" and Service provider is "the Consultant"   |
| <input type="checkbox"/> Consultancy Services                | - Assmang, "the Client" and Service provider is "the Consultant"   |
| <input checked="" type="checkbox"/> Purchase & Delivery      | - Assmang, "the Purchaser" and Supplier is "the Supplier"          |
| <input type="checkbox"/> Purchase, Delivery and Installation | - Assmang, "the Purchaser" and Supplier is "the Supplier"          |
| <input type="checkbox"/> Mechanical                          | - Assmang, "the Employer" and Service provider is "the Contractor" |
| <input type="checkbox"/> Civil & Construction                | - Assmang, "the Employer" and Service provider is "the Contractor" |
| <input type="checkbox"/> Electrical                          | - Assmang, "the Employer" and Service provider is "the Contractor" |

## **Routing Form – Senior Management Approval of Scope of Works**

### **PLEASE EXPEDITE PROMPTLY!**

<b>Sequence</b>	<b>Designation</b>	<b>Comments</b>	<b>Signature &amp; Date</b>
1.	<b>Project Leader</b>	To compile Scope of Works and ensure it complies to the minimum requirements	<p>Signed by: GREGORY GEORGE KARST          Signed at: 2025-03-26 11:55:46 +02:00          Reason: I approve this document</p>   <small>BLACK ROCK MINE OPERATIONS</small>
2.	<b>Mine Accountant</b>	Verify request vs budget and if KPI's are realistic and measurable	<p>Signed by: Chirzel Chantal Waterboer          Signed at: 2025-04-08 11:40:41 +02:00          Reason: I approve this document</p>   <small>BLACK ROCK MINE OPERATIONS</small>
3.	<b>Superintendent Occupational Hygiene</b>	Verify info to be compliant with relevant Legislation, COP's and SOP's.	<p>Signed by: Humbelani Phunge          Signed at: 2025-04-08 21:19:23 +02:00          Reason: I approve this document</p>   <small>BLACK ROCK MINE OPERATIONS</small>
4	<b>Environmental Specialist</b>	Verify info to be compliant with relevant Legislation, COP's and SOP's.	<p>Signed by: Chrystal Amber Vries          Signed at: 2025-04-09 07:02:44 +02:00          Reason: I approve this document</p>   <small>BLACK ROCK MINE OPERATIONS</small>
5.	<b>SHERQ Manager</b>	Verify info to be compliant with Safety Legislation, COP's and SOP's.	<p>Signed by: Johan Vermeulen          Signed at: 2025-04-09 15:06:34 +02:00          Reason: I approve this document</p>   <small>BLACK ROCK MINE OPERATIONS</small>
6.	<b>HOD of Project Leader</b>	Review and approve Scope of Works, giving go-ahead to start the Procurement Process	<p>Signed by: RUDOLF WILLEM OPPERMA          Signed at: 2025-04-15 09:37:13 +02:00          Reason: I approve this document</p>   <small>BLACK ROCK MINE OPERATIONS</small>
7.	<b>Buyer/Contracts Buyer</b>	Verify info to start the Enquiry/RFQ Process.	<p>Signed by: CORNETTE DU PISANI ERASMUS          Signed at: 2025-04-15 13:37:49 +02:00          Reason: Approved</p>   <small>BLACK ROCK MINE OPERATIONS</small>

## **Routing Form – Senior Management Approval of Scope of Works**

Sequence	Designation	Comments	Signature
1.	<b>Project Leader</b>	This is to confirm that there is no Conflict of Interest between myself and the Proposed Contractors / Suppliers and that I will inform Assmang immediately if a conflict of Interest arises or when I became aware of a conflict-of-Interest situation.	<p>Signed by: GREGORY GEORGE KARST  Signed at: 2025-03-26 11:55:56 +02:00  Reason: I approve this document GREGO</p>  
2.	<b>Mine Accountant</b>	This is to confirm that there is no Conflict of Interest between myself and the Proposed Contractors / Suppliers and that I will inform Assmang immediately if a conflict of Interest arises or when I became aware of a conflict-of-Interest situation.	<p>Signed by: Chrizel Chantal Waterboer  Signed at: 2025-04-08 11:40:00 +02:00  Reason: I approve this document Chrizel</p>  
3.	<b>Superintendent Occupational Hygiene</b>	This is to confirm that there is no Conflict of Interest between myself and the Proposed Contractors / Suppliers and that I will inform Assmang immediately if a conflict of Interest arises or when I became aware of a conflict-of-Interest situation.	<p>Signed by: Humbelani Phunge  Signed at: 2025-04-08 21:21:03 +02:00  Reason: I approve this document Humbel</p>  
4.	<b>Environmental Specialist</b>	This is to confirm that there is no Conflict of Interest between myself and the Proposed Contractors / Suppliers and that I will inform Assmang immediately if a conflict of Interest arises or when I became aware of a conflict-of-Interest situation.	<p>Signed by: Chrystal Amber Vries  Signed at: 2025-04-09 07:03:15 +02:00  Reason: I approve this document Chrystal</p>  
5.	<b>SHERQ Manager</b>	This is to confirm that there is no Conflict of Interest between myself and the Proposed Contractors / Suppliers and that I will inform Assmang immediately if a conflict of Interest arises or when I became aware of a conflict-of-Interest situation.	<p>Signed by: Johan Vermeulen  Signed at: 2025-04-09 15:06:58 +02:00  Reason: I approve this document Johan V</p>  
6.	<b>HOD of Project Leader</b>	This is to confirm that there is no Conflict of Interest between myself and the Proposed Contractors / Suppliers and that I will inform Assmang immediately if a conflict of Interest arises or when I became aware of a conflict-of-Interest situation.	<p>Signed by: RUDOLF WILLEM OPPERMA  Signed at: 2025-04-15 09:37:21 +02:00  Reason: I approve this document RUDOL</p>  
7.	<b>Buyer/Contracts Buyer</b>	This is to confirm that there is no Conflict of Interest between myself and the Proposed Contractors / Suppliers and that I will inform Assmang immediately if a conflict of Interest arises or when I became aware of a conflict-of-Interest situation.	<p>Signed by: Cornette du Pisani Erasmus  Signed at: 2025-04-15 13:38:05 +02:00  Reason: I approve this document Cornette</p>  



**ASSMANG**  
MANGANESE

BLACK ROCK MINE OPERATIONS

## FORM

Document No: FOR-FIN-SC-GEN-G-33424

Revision No: 3.0

Next Revision Date: DD/06/2027

Effective Date: DD/06/2024

1<sup>st</sup> Published Date: DD/05/2024

# **Routing Form – Senior Management Approval of Scope of Works**

**Please add:**

**A.1 - SCOPE OF WORKS** – Please use the relevant Scope of Works on Sharepoint and modify and update to suite the requirements, plus:

1. A detailed Bill of Quantities to enable Tenderers to tender against the same quantities which will ease the evaluation between tenderers prices submitted, comparing “apples with apples”.

**A.2 – Key Performance Indicators to be built into the Scope of Works where applicable** – Measuring the Contractor/Consultant/Supplier's performance against the Scope of Works, and especially when signing the invoices:

1. Number of human resources required to execute on the Scope of Works and rates
2. Number of shifts/ days per month required per human resource and rates
3. List of physical resources required to execute on the Scope of Works (also consider IFRS16 requirements) and rates
4. Fixed overheads relating to delivery / execution on the Scope of Works (non-on-site human resources)
5. Consumables needed to execute the Scope of Works and rates
6. Other costs (specified In detail)
7. The deliverables will be re-measurable, and must not exceed the maximum value of the contract. Although some of the agreements may have a rate per deliverable e.g. R/m<sup>2</sup>, the R/m<sup>2</sup> consists of fixed and variable costs and project leaders need to ensure that the final Invoice R/m<sup>2</sup> approved for payment was adjusted as per fix and variable costs items provided by the Contractor/Consultant/Service Provider and Supplier.

*[Handwritten signatures and initials]*

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NOTE: Uncontrolled Copy – This document is only valid if same as Master Document on DMMA

Page 4 of 10

POPI ACT: BRMO guarantees to keep and use your Information only for the purpose it was collected for. When that purpose is no longer effective, the Information will be destroyed beyond reconstruction, except when there is a statutory or regulatory obligation that requires BRMO to keep your Information for a specific period that is longer than the purpose for which it was received.

Printed on 26/03/2025

Time 9:38 AM

## **Routing Form – Senior Management Approval of Scope of Works**

### **SUPPLY, DELIVERY AND COMMISSIONING OF A CATERPILLAR 444 BACHOE LOADER FOR ASSMANG (PTY) LTD BLACK ROCK MINE OPERATIONS**

#### **ENVIRONMENTAL:**

Highest surface temperature:	22,0 - 46,0 °C
Lowest surface temperature:	-2/-3 °C
Barometric pressure surface:	88 kPa
Ave humidity surface:	30%
Respirable dust not to exceed:	3 mg/m <sup>3</sup>
Inhalable dust not to exceed:	10 mg/m <sup>3</sup>
Noise equipment level to be below:	107 dB(A)
Vibration levels for whole body, vibration action level not to exceed:	0.5m/s <sup>2</sup>
Vibration exposure limit not to exceed:	1.15m/s <sup>2</sup>

Where diesel equipment is supplied, the diesel filter specification must be provided. Diesel cleanliness specification to be 50ppm or better.

#### **STANDARDS AND SPECIFICATIONS:**

The Minerals Act and Regulations (Act 50 1991)

The Mines Health and Safety Act (29 of 1996)

ASSMANG Standards

SABS Specifications

All occupational hygiene standards must be met as per applicable legislation

No equipment will exceed a sound pressure level of 107dB(A)

Inhalable dust will be reduced to less than 10mg/m<sup>3</sup> and respirable dust to less than 3mg/m<sup>3</sup>

The respirable crystalline silica will be less than 0.1mg/m<sup>3</sup>

All gasses and vapors will not exceed the limits set by the Mine Health and Safety Act

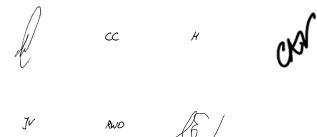
Vibration levels will be within 17m/s<sup>1,75</sup>

Illumination levels will be according to SANS10114-1,2

Illumination levels for mobile equipment will be 10 lux over 20 meters in the direction of travel.

Thermal Stress management plans must be implemented when the WBGT exceeds 25 and dry bulb temperatures below 6°C

Health Impact Considerations for the Procurement of Equipment and Services Procedure



#### **Description of Scope**

**SUPPLY, DELIVERY AND COMMISSIONING OF A CATERPILLAR 444 BACHOE LOADER FOR ASSMANG (PTY) LTD BLACK ROCK MINE OPERATIONS**

## **Routing Form – Senior Management Approval of Scope of Works**

### **Scope:**

The design, manufacture, delivery, offloading and commissioning of a Mechanized Caterpillar 444 Backhoe loader fitted with a H80S hammer as specified

### **Specifications**

Maximum height = 2550 mm - (Nchwaning 2 – 2400 mm)

### **Diesel Engine:**

- As per OEM spec - Efficient kW capacity to ensure smooth operation at full load capacity.
- Engine to be Tier 3 or better
- Sentinel or D-deck engine protection.
- Restriction indicator on air cleaner.

### **Mechanical:**

- Ansul fire suppression system, Self-Activating and knob to push.
- On activation (manually or automatically), the engine should cut and the positive from the battery should be broken.
- One x 9 kg Fire extinguisher.
- Steering safety lock bars to prevent an accident in the articulation area.
- Boom / bucket Safety stopper when lifted with lockout function for maintenance.
- Stay open hatches on doors.
- Suspension Seat (side covers to prevent the driver from falling out).
- Safety belt, retractable.
- H80S complete hammer fitted
- Cylinder & hose guards
- Reflective machine number

### **Electrical:**

- Fusible link to protect fire short.
- Battery isolator switch (Must be able to lock out).
- N - Start switch.
- Hand brake applied start switch.
- Override button.
- Horn manually in driver's control panel.
- Neutral brakes.
- Engine stop – N-Brakes applied.
- Install 7 port power distribution unit (PDU) (standard supplied on request)
- One Fusible link protection (or breaker), depending on starter cold cranking Amp rate from battery to starter, with spare fuses and part number.
- One 60Amp breaker for alternator & wiring protection. Independent protection fuse box for all accessories
- Rating on all electrical and wiring minimum IP65
- 1000Amp body solenoid should be fitted to cut off main power supply to electrical components in case of a fire.

### **Lights:**

## **Routing Form – Senior Management Approval of Scope of Works**

- The light intensity in the direction of travel shall not be less than 10 lux at a distance of 20 meters.
- System, design calculations for the auto electrical to ensure that the correct duty alternator is fitted.
- Sufficient lights as per OEM Spec with sufficient 360 degree lighting
- One front and one rear ACM Super Diode green lights, mounted on driver side of vehicle. One front and one rear ACM Super Diode red lights, mounted on none driver side of vehicle.
- Red and green lights will be activated by ignition of engine.
- Lights must also be able to be switched on manually.
- One amber strobe light will be mounted as high and visible as possible (LED Preco Rotator Amber)
- Reverse back up alarm - activated by selection of gear (Preco-matic 100series)

### **Brakes:**

- Independent spring applied hydraulic released (SAHR) and oil immersed multi disk brakes for each wheel. Front and rear brakes operated by two totally independent systems, activated by the same foot pedal to apply automatic in case of engine or transmission failure. Hydraulic system pressure and accumulator gas pressures will be designed to ensure maximum braking efficiency.
- Failsafe Emergency / Park Brake System and Neutral Brakes
- A large mushroom type push button (push to apply, pull to release) will activate emergency/park brakes. This button will be within easy reach of the operator and will be indicated as "Emergency Brake".
- Once depressed, the stop button will remain depressed until manually released.
- This button actuates the SAHR brakes – not fitted to drivelines.
- The following conditions will activate the emergency/park brake system:
  - Depressing Button Manually
  - Engine Stall
  - Low Transmission Oil Pressure
  - Drive Selector in Neutral position (neutral brake)
  - Switch engine off
- The SAHR braking system pressures will be designed to maximum safe efficiency.

### **Oil Specs – (Total)**

- Engine – Total Rubia TIR 7400 SAE 15W40
- Transmission – Total Rubia TIR 7400 SAE 15W40
- Hydraulic – Rubia TIR 7400 SAE 15W40
- Total Axles – Total Transmission TM 80W90

### **Health:**

- Exhaust gas purifier
- Fume diluter
- Glass breaking tool for emergency exit
- Reverse camera

### **Safety:**

#### **CAS (Collision Avoidance System)**

Strata collision avoidance system to be fitted onto the machine – Level 9. This include the installation of a 1000 amp body solenoid to be fitted between CAS system and the machine. For specifications, including supply and

## ***Routing Form – Senior Management Approval of Scope of Works***

installation, of the CAS system please contact Mr. Pieter Volschenk on [pvolschenk@strata-safety.co.za](mailto:pvolschenk@strata-safety.co.za) and +27 71 157 3098

**Additional included:**

- Two wheel stoppers with storage rack (18 Ton, ME/3; or as per OEM recommendation)
- An effective towing arrangement
- One spare wheel assembly for each Tyre size (to include rim and tyre).
- All rims to be fitted with gutter section (Lockring side) faced towards the machine.

**Quote separately.**

All optional attachments available for vehicle. (Include all drawings in tender)

**Details to be provided in tender.**

- Vehicle speeds – (1st- 2nd gear) with varying gradients
- Engine specification
- Exhaust conditioner
- Electrical system
- Torque Converter
- Transmission
- Axles
- Standard brakes (Service, Parking and emergency)
- Tyres (Size front & rear)
- Steering
- Hydraulic system
- Tank capacities (Fuel & Hydraulic oil)
- Operator's arrangement
- Operating weight
- Component source

**General drawings and dimensions to be provided in tender.**

- Maximum height
- Height to top of cab
- Wheel base
- Operating width
- Overall length
- Body length
- Boom length and weight
- Turning circle
- Side view
- Top view
- Top turning view

**Deviation from specifications.**

This specification is not meant to be prescriptive, the supplier may modify the specification if a technically or commercially superior offer can be made. All changes are to be agreed with BRMO.



# ***Routing Form – Senior Management Approval of Scope of Works***

### **Warranty.**

- Hydraulic Hammer: 12 months or 500 impact hours
  - Warranty on Front and rear chassis – 12 months / 2000 hrs,
  - Warranty on engine – 12 months / 2000 hrs,
  - Warranty on Transmission / Convertor – 12 months / 2000 hrs,
  - Warranty on front and rear axle housing - 12 000 hrs with no limitation on time,
  - Overhaul front and rear axles – 12 000 hrs (Brakes)

## Risk Assessment.

A complete Risk Assessment (Section 21) into all aspects of the Backhoe must be submitted to BRMO prior to commissioning of the equipment. This is to be done to the standard Assmang format. The successful tender will be given a copy of this format during construction.

## **Documentation.**

- On delivery all equipment must be accompanied with certificates.
  - Three sets of full operator, workshop and spare parts manuals.
  - Manuals are to include fold out A3 copies of schematic drawings.
  - Three laminated A1 schematics of hydraulic, electrical and auto-electrical circuits.
  - Quality Assurance Data Packs on design, manufacture and testing to be provided.
  - Format of documentation to be cleared with Mine.

## Commissioning.

- Commissioning of Backhoe will be done underground whereby it will be inspected and tested against the scope. Commissioning will be done by OEM representative and BRMO official.
  - Risk assessment is submitted to BRMO.
  - Delivery of all documentations.

## **Tender Requirements**

## **INFORMATION REQUIRED (DATA PACK REQUIREMENTS):**

- Complete service and maintenance manual (product brochure) x 3. (+ CD Disc x 3 & Flash Drive x 3)
  - Spares listing and prices for routine service items (critical and normal spares). Service inspection requirements on all services.
  - Price listing for major spares / overhauls (critical and normal spares).
  - Average fuel consumption / hour.
  - A full description and proof of "equivalent" items as required in this scope.
  - Price, delivery period and validity of quote.
  - Quality Assurance documentation.
  - Training manual
  - Machine and Component Identification sheet (Make, Model, Serial Number, Fluid capacity)
    - Machine
    - Transmission
    - Front Axle
    - Rear Axle

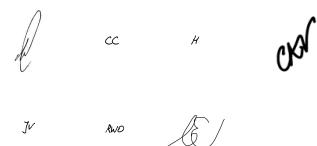
The tender is to provide proof that the vehicle is suitable for the duty by means of:

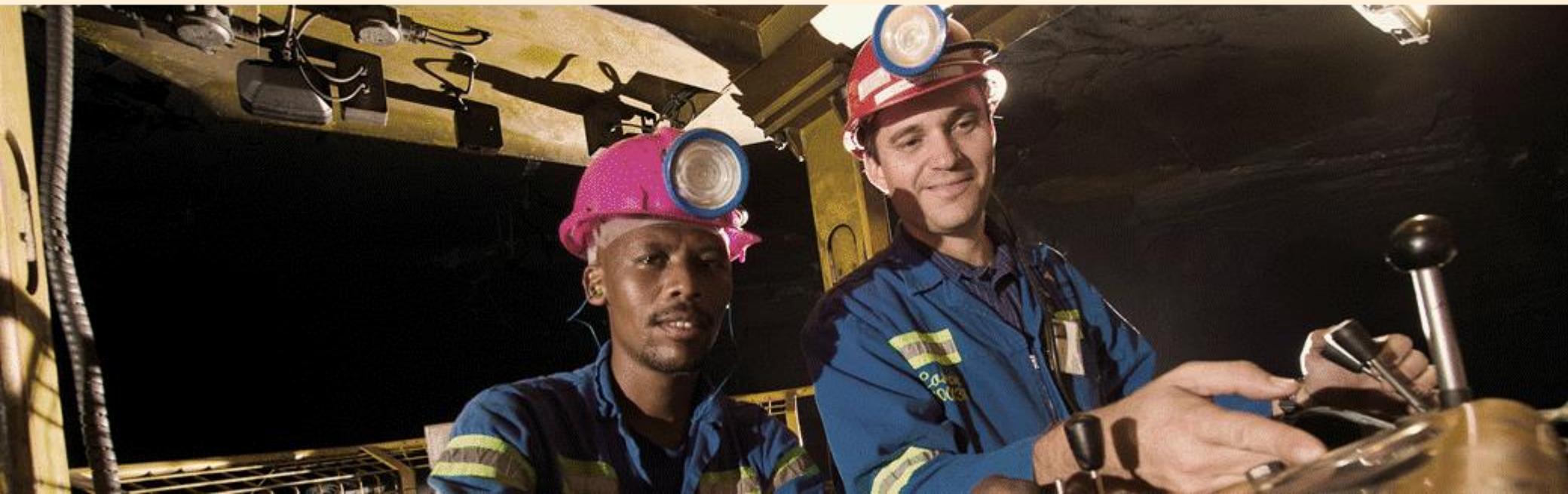
1. Inspection of the machine type by the Assmang engineer or his representative.
  2. Inspection of the machine by Assmang's quality inspector during any stage of the machine fabrication.

## **Routing Form – Senior Management Approval of Scope of Works**

### **Site Visit**

There will be no site visit. Any Queries regarding this tender are to be addressed to the Senior Engineer Production, Gregory Karsten Tel. No: 053 751 5372.





**ARM**  
African Rainbow Minerals  
**We do it better**

**BRMO Scaler Investigations:**

## **BRMO SCALER INVESTIGATION PROGRESS:**

- **User Requirements for the Scaler:**
  - ❖ Scale up to 6m
  - ❖ Bar,face preparation and back lash to expose footwall
  - ❖ Dimensions :2.6m high, and +\_2.5m width
  - ❖ Failsafe Brakes
  - ❖ Boom movement during scaling and back lashing

### **Current Scaler:**

- ❖ Bar, and Face preparation, no back lashing mechanisms
- ❖ Whole machine movement, straining the engine, resulting in poor unavailability

## Action Plans to date:

- So far we had engaged the following suppliers:

1. Getman
2. Jama
3. Normet
4. Aard
5. Barloworld
6. Maclean

## Current Scalers on the Market:

# GETMAN

SCALER S320  
MECHANICAL SCALER

PURPOSE-BUILT  
MINING EQUIPMENT



M  
erals

# GETMAN

**SCALER S3120**  
MECHANICAL SCALER

**PURPOSE-BUILT  
MINING EQUIPMENT**



**normet**  
**Scamec 2000 M**

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Technical data sheet  
100029347  
02.07.2012



Pictured machine may include options and additional equipment.

---



# Scamec LC Thor

Battery-powered for a fossil-free  
mine

## SBU 8000E

- Fossil-free environmental choice
- Performance independent of operating height
- High availability
- Unique ergonomics
- Smart investment



With the SBU 8000E, Jama launches the world's first battery-powered-scraping machine. It has exactly the same characteristic properties as the market-leader SBU 8000B: productivity, safety and ergonomics. What's more, it's taking the mining industry into a fossil-free future.

## PRODUCTS

---

SCALING MACHINE  
**JMS 7000**



Robust, safe and tailor-made for scaling

[Read more](#)

SCALING MACHINE  
**SBU 8000E**



Battery-powered for a fossil-free mine

[Read more](#)

SCALING MACHINE  
**SBU 8000B**



On top of the world for a reason

[Read more](#)



**Scaler from Cat: Barloworld (next 2 slides):**

**Still under design:**

# 432 BHL

## Backhoe Loader

### Versatility and speed for ever-changing applications.

Digging trenches for base camp infrastructure, loading materials and working around rock and rubble - the Cat® 432 Backhoe Loader (BHL) is built for every task engineers encounter. Operators are not only able to safely and efficiently perform the work, but also quickly exchange loader or backhoe work tools without additional support. The 432 BHL keeps combat engineering operations moving forward.

#### Worksite safety and efficiency begins in the cab.

- **Ergonomic Operator Station:** Remain productive and comfortable all day long with tilt steering column, excellent 360-degree visibility and ample leg room.
- **Joystick Controls:** Precise control with low effort. Ergonomically designed joysticks deliver convenient auxiliary functionality.
- **Ride Control System:** Reduce operator fatigue and improve material retention with a smoother ride for all conditions.
- **Pattern Selector Switch:** Operators can easily change from an excavator to a backhoe control pattern simply by pressing a button.
- **Gauge Cluster:** LED indicator lights and audible alarms allow operators to effectively maintain awareness of the machine's controls.

#### Powerful and flexible front loader.

The 432 BHL front loader arms deliver optimum reach and dump height. Its loader linkage provides maximum breakout forces with parallel lift for high efficiency loading and material handling.

Ensuring the machine is always ready to switch from task to task, the machine's loader is equipped with a convenient quick coupler allowing operators to change between a wide variety of work tools in less than 30 seconds. The electronic loader controls enable programmable loader kickout and return to dig.

#### Loader Control

Load sensing piston pump provides full hydraulic lifting and digging forces at any engine speed. A variable flow pump matches hydraulic power to work demands.

#### Loader Lever

Provides additional machine control by offering the Forward, Neutral and Reverse control switch at the operator's fingertips.

### Military Modifications

- Armored cab
- Reduced height cab for C-130 air transportability
- MIL-STD-209K lift and tie downs
- JP8 compatible
- 24V starting and charging with 75 Amp alternator
- Auxiliary hydraulic hand tool circuit
- NATO start receptacle
- Large diameter fuel filler (2.9 in / 75 mm)
- Cab rifle bracket
- Hydraulic adjustable pallet forks
- Custom military paint
- Fire extinguisher mount
- Keyless ignition



## 420 ADL Air-Deployable Loader



### Cat Loader Work Tools

General Purpose (GP) Bucket

Multi Purpose (MP) Bucket

Side Dump Bucket

Brooms

Rakes

Forks

Material Handling Arms

Snow Plows

Hydraulic Adjustable Forks

### Powerful and flexible front loader.

The 420 ADL front loader arms deliver optimum reach and dump height. Its loader linkage provides maximum breakout forces with parallel lift for high efficiency loading and material handling.

Ensuring the machine is always ready to switch from task to task, the machine's loader is equipped with a convenient quick coupler allowing operators to change between a wide variety of work tools in less than 30 seconds. The electronic loader controls enable programmable loader kickout and return to dig.

**Scaler from Maclean: (next 3 slides):**

**With different pick designs to enable back lashing**

# TECHNICAL SPECIFICATIONS



**RS3 SCALER**





# Fletcher - Scaler - N3224-AD

## Standard Equipment

- Four Wheel Drive
- Narrow Articulating Carrier
- High Pressure and Return Filters
- Fire Suppression System
- Front Stabilizers
- Rock Deflectors Mounted on Boom
- High Temperature/Low Oil Shutdown
- Power shift transmission for higher tram speeds
- Enclosed, certified cab design with pressurized and filtered heating and air system

## • Boom Specifications

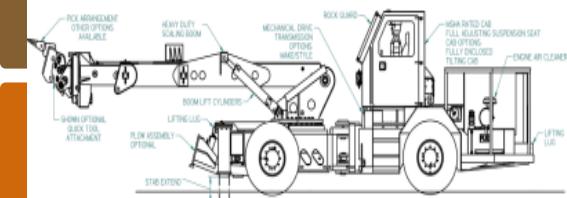
- Boom Lift 24' (7.3m) maximum
- Boom Extend 8' (2.5m)
- Boom Weight 15,000 lbs



# Fletcher - Scaler - N3224-AD

## Highlighted Options

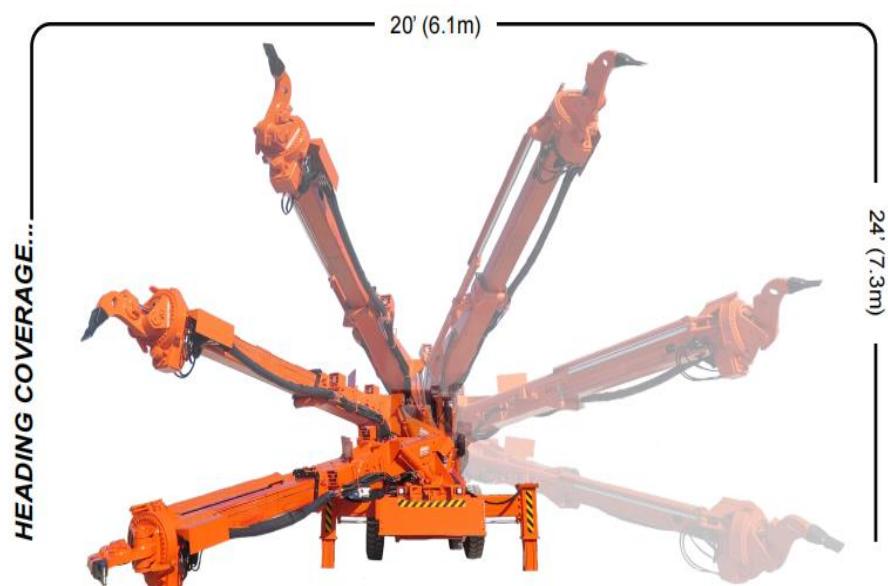
Tool options: pick, hydraulic breaker or cutter drum  
 Hydrostatic drive system  
 Foam filled tires  
 24V electric fill pump for hydraulic oil  
 Ansul checkfire automatic fire suppression system  
 Wiggins no spill fueling system receiver  
 Tier IV engine



## Specifications

Engine	Cummins 3.3, Tier III
Height	9' 7" (2.92m)
Overall Width	7' 1" (2.16m)
Length – Overall	35' 10" (10.92m)
Weight (complete)	49,250 lbs (22,339.4 kg)
Underclearance	12" (300mm)
Wheel base	11' (3.35m)
Turning Radius	19' 1" outside (5.81m) 11' 5" inside (3.48m)
Min. Operating Height	9' 10" (3m)
Max. Operating Height	24' (7.3m)
Fuel Tank	40 Gallon (151.4 L)
Hydraulic Tank	40 Gallon (151.4 L)
Filters - Return	5 Micron
Filters - Pressure	5 Micron
Tires	12.00 x 20-28 pneumatic

HEADING COVERAGE...



# Summary

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Fletcher model 3224-AD is a diesel powered, 4-wheel drive articulated scaling vehicle. Engineered with a turntable mounted swinging, lifting, and extending high-strength boom. The machine has a roof scaling coverage from 3 to 7m, and a rib scaling coverage of 1 to 7m. Designed with 270° tool rotation and the ability to accommodate multiple tools, including: pick, hydraulic breaker or cutter drum. All scaling is performed from a stabilized carrier using telescoping stab jacks, which aid in eliminating bounce and vibration of the operator's cab. The ergonomically designed cab is center mounted with tilt for optimum comfort and visibility, allowing full view of the scaling area. Fletcher scalers are purpose built to withstand the rigors of underground mining, increasing both safety and productivity

## Outcomes from Suppliers:

- All meet the Technical specifications in terms of :dimensions ,turning radius and scaling
- None of the suppliers had a scaler which can do back lashing
- Undertook an underground visit to Gloria with Aard, and visited Kgalagadi Mine to check Arad's scaler in operation on the 14<sup>th</sup> March 2024
- Whoever we are going to select, some modifications needs to be done in order for the scaler to suit BRMO requirements:
  - ❖ Face preparation
  - ❖ Barring
  - ❖ Back lashing to +\_1.5m to expose footwall

**BRMO and Aard Team visited Kalagadi Mine to view the Aard Scaler in Operation.**

## Outcomes from Suppliers:

- ❖ All the above scalers in their current state are not fit for BRMO User requirements
- ❖ The recommendations are:
  - BRMO needs a scaler which can bar and back lash material to expose the footwall
  - We can use any of the above companies provided they design the pick to be flat like the one on our current Scaler in use.
  - Other designs recommended are shown below:

## Recommendations

- ❖ All the above scalers except from Barloworld are similar
- ❖ Non meet all BRMO's user requirements at this stage
- ❖ Planning a visit to view the Normet Scaler at Wessels
- ❖ Normal scaler: they have units in South Africa-Wessels and Finch Diamond Mine-Technical Support available
- ❖ Barloworld with their footprint in South Africa-Technical Support Available

## Recommendations

- ❖ Aard, and Jama will depend on Epiroc for Technical support( with current service from Epiroc-I don't recommend buying any equipment linked to Epiroc services)
- ❖ Maclean-Little Technical Support in South Africa
- ❖ Team to decide on Normat and Barloworld Scaler( my opinion and recommendations)
- ❖ End users to make final decision.



FW: 805220262011 - N3 CATERPILLAR 444 BACKHOE LOADER - Message (HTML)

File Message Tell me what you want to do...

Ignore X Delete Reply Reply & Delete Forward All More... Survey Results To Manager Team Email Done Create New Meeting Rules OneNote Move Actions Mark Categorize Follow Up Translate Find Related Zoom Send to OneNote Report Phishing Protection

Mon 2025/07/07 13:33

Malcolm Smit

FW: 805220262011 - N3 CATERPILLAR 444 BACKHOE LOADER

To Xolani Qamata; Yolandi Bantom  
Cc Nigel Coetze; Ilze Malouy

Good day Yolandi

Please add this "approval" to the CAT Backhoe CA for completeness.

@Xolani Qamata: you can now proceed to approve the Capital Application.

Regards,



Malcolm Smit

Financial Manager | Black Rock Mine Operations

Tel: (+27) 53 751 5220 | Ext: 5220 | Mobile: (+27) 82 739 1148|

[Malcolm.Smit@assmang.co.za](mailto:Malcolm.Smit@assmang.co.za) & [www.assmang.co.za](http://www.assmang.co.za) & [www.arm.co.za](http://www.arm.co.za)

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**From:** Maryke Burger <[Maryke.Burger@arm.co.za](mailto:Maryke.Burger@arm.co.za)>  
**Sent:** Monday, July 7, 2025 1:30 PM  
**To:** Malcolm Smit <[Malcolm.Smit@assmang.co.za](mailto:Malcolm.Smit@assmang.co.za)>  
**Cc:** Xolani Qamata <[Xolani.Qamata@assmang.co.za](mailto:Xolani.Qamata@assmang.co.za)>  
**Subject:** RE: 805220262011 - N3 CATERPILLAR 444 BACKHOE LOADER

Dear Malcolm

Thank you I am fully briefed and aware of this Backhoe Loader and are in support.

Kind Regards  
Maryke

---

**From:** Malcolm Smit <[Malcolm.Smit@assmang.co.za](mailto:Malcolm.Smit@assmang.co.za)>  
**Sent:** Monday, 07 July 2025 09:32  
**To:** Maryke Burger <[Maryke.Burger@arm.co.za](mailto:Maryke.Burger@arm.co.za)>  
**Cc:** Xolani Qamata <[Xolani.Qamata@assmang.co.za](mailto:Xolani.Qamata@assmang.co.za)>  
**Subject:** 805220262011 - N3 CATERPILLAR 444 BACKHOE LOADER

Dear Maryke

As per the guidance provided on 17 March 2025 regarding Capital Approvals, attached please find a short presentation as well as the full Out of Plan Capital Application for your review and approval.

Kindly be advised that this vote is an "FM & SGM" Approval level vote; accordingly, once you have given the *green light*, Xolani will proceed to do the final approval.

Please reach out should you have any queries in this regard.

Regards,



BLACK ROCK MINE OPERATIONS



Malcolm Smit

Financial Manager | Black Rock Mine Operations

Tel: (+27) 53 751 5220 | Ext: 5220 | Mobile: (+27) 82 739 1148|

[Malcolm.Smit@assmang.co.za](mailto:Malcolm.Smit@assmang.co.za) | [www.assmang.co.za](http://www.assmang.co.za) & [www.arm.co.za](http://www.arm.co.za)

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