



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

Directors: MMA Masemola NV Lila P Ndlovu DM Sewela

Divisional Directors: NV Lila SB Mahlale 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
Total Price (Excl. VAT)	166,601	18.63	3,103,777	317,981	3,421,758	4,374,849	7,796,607

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, Rooding, 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, BI, 45-50mm, XI

Lines, H80-H95, BHL-F

Estimate For Packing

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

444 Backhoe Loader		
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 : Compliant Brake System Intergrated SAHR Brake heads User Interface Door Interlock Seabelt Interlock Neutral Brake Functionality CAN /Analog Communication Throttle Controller	R	1,414,400
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
Total (Excl VAT)	R	4,374,849

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 if 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.

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 voetstoots (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.