



Mantrac Nigeria Limited

# Parts Proposal

Authored by: **Denis Vlahovic**

Reference #: **Q-978593**

Prepared for: ,

Serial Number: **G3508 - E8A00107**

# Quotation

Feb 26, 2025

Quote Number – Q-978593

## Oando Energy Resources

Customer Number: **CN028213**  
 Customer Reference:  
 Proposal Expiration Date: **Mar 05, 2025**  
 Customer Address: **Oando Energy Resources, 2, Ajose Adeogun Street, Victoria Island, Lagos, 100001**

## Commercial Offer:

Thank you for your interest in Mantrac Nigeria Limited products and services. We are pleased to submit our proposal below. Prices are based on delivery Ex-Mantrac Nigeria Limited warehouse and all charges are quoted in **NGN**.

Item #	Part Number	Part Description	Quantity	Weight KG	Unit Price	Core Charge	Total Price	Lead Time
1	3317031	NGEO ADV 40 DRU	2	416	1,077,777.75	0.00	2,155,555.50	0 DAYS
2	1R0726	ELEMENT AS	3	4.54	167,310.99	0.00	501,932.97	0 DAYS
3	1463790	GREASE XHP 222	1	19	498,568.63	0.00	498,568.63	0 DAYS

Sub Total	<b>NGN 3,156,057.10</b>
Discount - 5%	<b>NGN 157,802.85</b>
Reman Core Charges	<b>NGN 0.00</b>
Total Charges	<b>NGN 0.00</b>
Total Taxable Amount	<b>NGN 2,998,254.25</b>
VAT	<b>NGN 224,869.07</b>
<b>Grand Total</b>	<b>NGN 3,223,123.32</b>
Total Quote Weight	<b>439.54 KG</b>

To view your quote from CAT website click the below link:

<https://parts.cat.com/pccCart?xdeepLinkId=843271&storeId=22073>

### Charges Breakdown

Quotes are raised using today's prevailing **NGN : USD** rates. If the rate changes significantly between processing an order and invoice date, **Mantrac Nigeria Limited** reserve the right to adjust the price to reflect the prevailing rate at the invoicing time. All discounts are calculated on the unit price and the discount % is only an indicative, the discount value presented above should be used as the true discount value.

Due to the global Oil shortage, the Oil quoted is subject to availability and price change, and could be cancelled depending on the supplier availability

**VAT and Levies will be charged as appropriate and customers will be expected to pay any difference, i.e.: should the implementation of the impending VAT amendment date supersede the invoice date.**

# Terms & Conditions

## 1 - DEFINITIONS

- a) Except where otherwise specified in a context or elsewhere within these Terms and Conditions the following words shall be construed as indicated hereunder: "Company" means Mantrac Nigeria Limited. "Customer" means the purchaser of any Product or Service from the Company. "Product" means any item supplied by the Company to the Customer. "Part" means any spare part provided by the Company. "Service" means any work carried out by the Company at the request of the Customer including the supply of any Part used by the Company in carrying out the request of Customer. "Machine" means any equipment the Company agrees to undertake Service on. "Product" can include but is not limited to, Part and Machine.
- b) The headings in this agreement are for convenience only and shall not affect its interpretation.

## 2 - APPLICATION OF CONDITIONS

Placement of an order for, acceptance of or payment for the Product or Service by the Customer or any other act or conduct of the Customer shall constitute unqualified acceptance by the Customer of the terms and conditions herein specified.

## 3 - FORMATION OF CONTRACT

- a) An order must be accompanied by sufficient information to enable the Company to proceed with the order, forthwith and thereafter, any modification must be agreed in writing.
- b) All communications relating to order must specify the number and date of order, a description of the Product or Service and reference number.

## 4 - QUOTATIONS

- a) The Company will endeavour to hold the terms of any quotation given by for a period of 30 days or for such other period as is specified in writing but without obligation or liability.
- b) Any quotation for Service shall not be binding; if, on further examination of the Machine, the Company deems that work is necessary which is different or additional to that specified in the quotation the Company shall have the right to carry out such work and charge the cost thereof to the Customer subject to the provision that the Company will not undertake such different or additional work if the cost is estimated to exceed 20% of the quotation value without first obtaining the Customer's written consent. Where additional work is required to overcome a safety hazard the work will be carried out without reference to the Customer.

## 5 - PRICES

- a) All prices are subject to alteration without notice.

## 6 - PAYMENT

- a) Unless otherwise agreed by Company in writing the terms of payment shall be cash against invoice for any Product held in stock in (Insert Country Name) by the Company. No discounts or allowances will be made unless specifically agreed by the Company in writing.
- b) Where special importation of the Product is required a minimum of thirty (30) percent (One hundred (100) percent in the case of a Part) non-refundable deposit is required with the order with balance payable against invoice unless specifically arranged otherwise and confirmed in writing by the Company.
- c) The terms of payment for Service work shall be a deposit of 60% of the estimated cost for the work with the balance payable against invoice unless specifically arranged otherwise and confirmed in writing by the Company.
- d) In the event of the Customer failing to effect payment for the Product by the due date the Company shall be entitled without prejudice to any other rights:
  - i. to be paid interest at the rate of average Bank borrowing rate plus 3%.
  - ii. to repossess the Product, and for the purpose thereof the company shall be entitled to enter any premises where the Product is stored or where it is reasonably thought to be stored.
  - iii. to hold the Product for a period of 45 days and then have the right to sell it to recover any outstanding payments due that will include interest, storage charges, charges incurred in selling the Product with the balance being paid to the owner.
- e) In the event of the Customer failing to effect full payment for the Service by the due date the Company shall be entitled without prejudice to any other rights:
  - i. to be paid interest at the rate of average Bank borrowing rate plus 3%.
  - ii. to seize the Machine and hold it until all outstanding charges for the Service have been made including any storage charges and interest due.
  - iii. to hold the Product for a period of 45 days and then have the right to sell it to recover any outstanding payments due that will include interest, storage charges, charges incurred in selling the Product with the balance being paid to the owner.

## 7 - DELIVERY

- a) Any time or date given by the Company in respect of dispatch delivery shall be deemed an estimate only, and the Company shall not be liable for the consequences of any delays.
- b) Unless otherwise agreed in writing, the delivery shall take place at the Company's premises specified by the Company.
- c) No responsibility will be taken for any discrepancy in the quality or quantity of the Product supplied unless notified to the Company at the time of delivery and followed up in writing within 7 days.
- d) Any Product in respect of which no notification is given as aforesaid shall be deemed to be in all respects delivered in accordance with the contract and the Customer shall be obliged to accept and pay for such Product.
- e) When Service has been completed on a Machine the Company will give notice to the Customer in writing sent to the Customer address as shown on the quotation advising that the goods are ready for collection against cleared payment of all outstanding costs invoiced for the Service. Any notice sent to the Customer by post will be deemed to have been

received by the Customer fourteen (14) days after posting by registered post and upon proof of posting by the Company notice to the Customer shall be deemed to have been duly given.

## 8 - RETURNS

- a) The Company will not accept any Product for return unless it was purchased from the Company.
- b) The Company will decide if a Part will be accepted for return to the Company and the Company's decision will be final.
- c) Any Part that is accepted by the Company for return will be subject to twenty (20) percent re-stocking charge on the invoice price paid.
- d) Any credit given by the Company for a Part that has been returned will be given in the form of a Credit note to be used to offset any existing outstanding invoices owed to the Company by the Customer Or to be used against future purchases from the Company by the Customer.
- e) A Product other than a Part is not normally returnable unless under special arrangement with the Company when a ten (10%) percent handling charge will be levied.

## 9 - RETENTION OF RIGHTS

- a) Unless otherwise specified by the Company the risk shall pass on delivery of the Product to the Customer or his carrier or to such delivery address as specified by the Customer whichever shall occur sooner.
- b) The Product shall remain the sole and absolute property of the Company as legal and equitable owner until the full contract price has been paid.
- c) The Customer acknowledges that he is in possession of the Product solely as bailee for the Company until such time as the full contract price has been paid or when the Company's responsibility ceases under clause 9a.
- d) If, by reason of instructions or lack of instructions from the Customer or any other acts or omissions by the Customer, dispatch in accordance with the contract is delayed, the risk of loss or damage to the Product shall pass to the Customer and the Customer shall be liable to pay all charges, including but not limited to storage charges which arise as a result of the delay.
- e) The Company accepts no liability or responsibility for loss or damage to any Product stored, carried, driven or handled in any way by the Company of the Company's staff on behalf of a Customer howsoever caused, this includes but is not limited to a Machine brought to the Company for Service.
- f) The Company shall not be obliged to take any special precautions to store a Machine under cover or protection from the weather and shall not be liable for any claim arising out of any deterioration whether such alleged deterioration occurs before or after any Service may be affected.

## 10 - SPECIFICATIONS

All descriptive and technical specifications, drawings, catalogues, illustrations and weights and dimensions submitted with a quotation are approximate only and none of these shall form part of the contract terms. In any event, figures for performance of the product vary according to the nature of the site upon which the Product is being used and circumstances of use.

## 11 - LIABILITY

The Company accepts responsibility for all technical advice given by its officers or servants for which a charge is made. Technical advice made available to Customers without charge is given with all reasonable care but without liability on the part of the Company.

## 12 - WARRANTY

- a) Any defect identified by the Customer may be inspected by the Company at the discretion of the Company
- b) The Company shall extend to the Customer the benefits of any standard warranty of the manufacturer for such Product
- c) The decision of the Company shall be final in judging if a defect is covered by the manufacturer's warranty
- d) The Company Offers a Service warranty on workmanship for any Service carried out for 6 months from date of invoice. This warranty is limited to correcting any fault identified as resulting from poor workmanship. The manufacturer's warranty mentioned in 12b above will apply to any Part used in any Service
- e) The decision of the Company shall be final in judging if a defect is covered by the Service warranty
- f) The Company will not be liable for any consequential loss resulting out of any defect, delay or breach howsoever arising
- g) No warranty is given on or implied on any used Product. The Customer should inspect any used Product prior to purchase and must rely solely on his own assessment of its condition, quality, fitness for purpose and compliance with statutory requirements.

## 13 - COMPLIANCE

- a) Customer represents and warrants that it does not know or have any reason to suspect that (i) the monies used to fund the purchase of Products or Service from the Company have been or will be derived from or related to any illegal activities, including but not limited to, money laundering activities, and (ii) no person on any financial sanctions list maintained by the United States, United Kingdom, United Nations, or European Union or European Union member state, including the list of Specially Designated Nationals and Blocked Persons ("SDN List") maintained by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") has any interest, direct or indirect, present, future, or contingent in the funds used to purchase the Product or Service from the Company, or in the Product or Service itself.
- b) By ordering and/ or receiving the Product or Service as per the invoice, the Customer hereby warrants and represents that (i) the Product or Service or any portion of the Product or Service or items in which the Product or Service have

been incorporated will not be directly or indirectly exported, reexported, transshipped, transferred or otherwise delivered to a restricted party or restricted jurisdiction in violation of the United Nations, United States, European Union or the United Kingdom regulations in sanctions and export controls; (ii) the Customer shall not broker, finance or otherwise facilitate any transaction of the Products or Services or items in which the Products or Services have been incorporated to a restricted party or restricted jurisdiction in violation of the United Nations, United States, European Union or the United Kingdom regulations in sanctions and export controls; (iii) the Customer is not a restricted party and is not directly or indirectly owned by a restricted party or from a restricted jurisdiction as stated in the United Nations, United States, European Union or the United Kingdom regulations in sanctions and export controls.

- (c) Company has in place procedures and controls which are designed to forestall and prevent money laundering. If the Company suspects that a money laundering or other offence is being committed, the Customer acknowledges that the Company may, in accordance with its legal responsibilities, disclose the suspicion to law enforcement officials in the applicable jurisdictions where such money laundering or other offence is being committed.

#### **14 - FORCE MAJEURE**

The Company shall not be liable for any failure to supply the Products where such failure arises by reasons of riot, civil commotion, terrorism, nuclear disasters, war whether declared or not, accident, shortened hours of labour, strikes, lock-outs, mechanical breakdown, failures by third parties to supply raw materials, storm, flood, fire or any other circumstance whether of the kind above mentioned or not beyond the control of the Company.

#### **15 - VARIATION**

No purported variation or waiver of these terms and conditions shall be of any effect unless in writing and signed by a Company Director.

#### **16 - GOVERNING LAW**

Any contract for the supply of the Products shall be construed according to the laws of Nigeria

## Signature

We thank you for your quote request. For any further clarifications, please do not hesitate to contact our representative.

Upon signature by Customer and submission to this form shall become legally binding.

May reject this order if:

1. The signatory below does not have the authority to bond customer to this order,
2. Changes have been made to this order or
3. Requested purchase order information or signature is incomplete.

### Mantrac Nigeria Limited

Prepared by: Denis Vlahovic

Phone:

Email: cwobo@mantracnigeria.com

### Customer

Name:

Signature:

Customer Purchase Order:



**MANTRAC**



Please tell us how we're doing. Use your mobile to scan the QR Code or click on [this link](#) and give us feedback.



**Oando****MATERIALS REQUEST FORM (MRF)**

REQUEST NO:	SAR 029-2025		DATE	19/2/2025			
REQUESTOR'S DETAILS							
FIRST NAME	CLINTON	LAST NAME	ONYEJEKWE	USER ID	NA05076		
DESIGNATION	MAINT. TECH. COORD		OFFICE EXT	77271	LOCATION	Obama	
OTHER REQUEST INFORMATION							
UNIT TAG	CG2	MATERIAL GROUP	Lube Oil	MATERIAL CATEGORY	Others	PRIORITY	High
WORK ORDER NO			WORK ORDER TYPE	PM			
REASON/PURPOSE FOR REQUEST		ROUTINE SERVICING OF OBAMA CG-2.					
MATERIALS TECHNICAL SPECIFICATION							
S/N	MATERIAL DESCRIPTION		OEM/MODEL	PART NUMBER	QUANTITY	RECEIVED	
1	OIL(NGEO ADVANCE 40)			331-7031	2 DRUMS		
2	OIL FILTERS			IR 0726	3		
3	MULTI PURPOSE GREASE				1 BUCKET(10KG)		
REMARKS:							
MRF APPROVAL							
ISSUED BY:	MAINT. TECH. COORD	NAME	ONYEJEKWE, CLINTON	DATE/SIGN	19/2/2025 /		
CHECKED BY:	ASSIT. MAINT MGR	NAME	OJIYI MICHAEL	DATE/SIGN	19/2/2025 /		
APPROVED BY:	SWAMP. AREA. MGR	NAME	AKE. RAPHAEL	DATE/SIGN	19/2/2025 /		
POD REVIEW CHECK							
CONTRACT VALIDITY	CONTRACT/COFF NO.		PR 10123137	VENDOR NAME	E.J Haris		
CHECKED BY:	Oladapo Adigun		SIGNATURE	O Adigun	DATE	21/02/2025	
POD MANAGEMENT APPROVAL							
APPROVED BY:	Ikechukwu I	DATE/SIGN		21-02-2025			
QUOTATION DETAILS & APPROVAL							
QUOTE AMOUNT	QUOTE DATE		EDD				
CHECKED BY	DATE/SIGN						
REVIEWED BY	DATE/SIGN						
APPROVED BY	DATE/SIGN						
MATERIAL RECEIPT & ACCEPTANCE							
DELIVERY DATE			RECEIVED QUANTITY				
DELIVERED BY			SIGNATURE/DATE				
CHECKED BY:			SIGNATURE		DATE		
RECEIVED BY:			SIGNATURE		DATE		

NOTE: Always reference the MRF number during material(s) supply on the dispatch note.