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Co Reg No.: 1966/007004/007  
VAT Reg No.: 4500111333

Att: Lucien Kavul

Ref. No. EXP\_3038

**Physical Address:**

Kamoa Copper SA  
DRC

0000

**Delivery Address:**

DRC

Tel: 243 814 05 7704

Email: lucienk@kamoacopper.com

15 February 2021 15:02

<b>Bank Details:</b>		
Standard Bank of South Africa Limited	Account Holder: Kaymac (Pty) Ltd t/a Kaytech	Swift Code: SBZAJJ
Account Number: 250334380	Branch Code: 04562641 / Pinetown	Your Ref: PF85246 + Company Name

**PRO-FORMA INVOICE PF85246**

<b>Project:</b>	<b>SOIL SAVER - KAMOA COPPER - DRC - 39792</b>
<b>Contract No:</b>	

ITEM No.	DESCRIPTION	QUANTITY		PRICE/UNIT		TOTAL
1	SOILSAVER 292GSM  68.58X1.22 X 240 PANELS - 12 PANELS PER BALE - (20 BALES)	20,080.22	M2	ZAR 9.06	M2	ZAR 181,926.79
	<b>TOTAL EX-WORKS</b>					ZAR 181,926.79
2	Transport (Delivery) CPT Kamoa Copper site, DRC Mode of transport: Road freight, consolidated truck load *** As per quote issued by Nucleus *** Please note this transport price excludes any inspection, fumigation and certificates required.  All delivery options are in terms of 'INCOTERMS@2020'					ZAR 36,062.83
	<b>TOTAL CPT INCOTERMS® 2020</b>					ZAR 217,989.62

Please initial here	Kaytech Regional Manager	Kaytech National Sales Manager	Customer

## TERMS APPLICABLE TO THIS QUOTATION:

### 1 Pricing

- 1.1 Prices quoted exclude VAT.
- 1.2 Prices are for the supply of standard product sizes as detailed in Kaytech's product literature. This is available on request.
- 1.3 Prices are based on the full list of quantities above, valid for this project only and subject to stock availability. Splitting the order or reducing the quantities will require re-pricing.

### 2 Expiry

- 2.1 This quotation expires after 30 days from date of quotation.
- 2.2 Kaytech reserves the right, before acceptance, to withdraw this quote before its expiry.
- 2.3 Signed acceptance of this quotation must be received together with an official purchase order before the above expiry date.
- 2.4 Failing receipt of a signed quotation and official purchase order before the expiry date above will necessitate a re-quote with revised terms and conditions.

### 3 Validity, Supply & Escalation

The following applies subject to clause 4:

- 3.1 The customer agrees to the below timing of supply as defined in clause 3.2 below.
- 3.2 Validity: Within the duration of the quotation expiry period
- 3.3 Kaytech will honor the terms and prices of this quote provided all invoicing and supply takes place within the validity period stated in 3.2 above.
- 3.4 Where the duration of supply extends beyond the agreed validity period above, subject to the terms in Annexure A where applicable, Kaytech reserves the right to:
  - 3.4.1 Increase prices in line with the revised timing of supply; and/or
  - 3.4.2 Where the goods and/or raw material components have been manufactured, procured or imported specific to this order, invoice the Customer as per the agreed timing of supply in clause 3.2 above, and payment will become due and payable as per our standard terms. Kaytech will warehouse the goods until collection and related storage costs will be levied.

### 4 Exchange Rate

- 4.1 Where prices quoted are subject to an underlying currency, the ruling exchange rate at the date and time of quoting serves as the base. Should the ruling exchange rate move beyond a 3% safety margin within the validity period, Kaytech reserves the right to amend prices accordingly.

### 5 Payment Terms

- 5.1 For non-account Customers and/or Customers without approved accounts, payment is required before the goods are dispatched.
- 5.2 For account customers, payment is due as per clause 5.3 below.
- 5.3 Pre-Payment
- 5.4 Kaytech reserves the right to levy interest on late payment at a rate of 2% per month from due date until date of payment.
- 5.5 Supply on credit is subject to approval. Kaytech reserves the right to revoke a Customer's credit facility at their discretion.
- 5.6 It is the Customer's responsibility to verify their credit limit and manage their purchases in accordance with the credit facility available.

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## 6 General

- 6.1 The Customer's order is a binding acceptance of the quotation. In the event that the Customer cancels the order or accepted quotation, Kaytech reserves the right to invoice the Customer as per the agreed timing of supply in Clause 3.2 above or charge the Customer for any costs or losses incurred; specifically where their quote/order relates to products that Kaytech has been expressly or impliedly required or expected to procure, import, manufacture, create or alter specifically to satisfy the Customer's requirements.
- 6.2 Locally manufactured products are usually available ex-stock but due to unpredictable stock demand no guarantee can be given with regard to this and clients are requested to discuss their requirements in good time prior to the placement of orders.
- 6.3 Where the product is imported (as indicated above), large stocks are not ordinarily held locally unless by specific arrangement. Therefore it is recommended that customers discuss their requirements in good time prior to the placement of orders and allow for the following approximate lead-time between placement of orders and availability of product:
- Lead Time: 7 - 8 weeks
- 6.4 Where transport has been quoted, customers are requested to off-load vehicles as Kaytech use External Transporters and they are not equipped to carry out this service. Demurrage will be charged at cost on direct shipments to site, for failure to unload goods within the transporter's allowed time.
- 6.5 Fumigation & Inspection: As some countries do not require these services Kaytech have not included these costs in our quotation. Should inspection and fumigation be required, this will be for the Customer's account.
- 6.6 Where applicable, refer to accompanying documents on product installation and handling procedures. Alternatively, detailed product information is available on request.

This quotation is subject to the Kaymac Group – Standard Conditions of Sale save to the extent that they are inconsistent with the express terms of this quotation.

We wish you success with your bid and await further instructions.

Yours faithfully,

**E & O.E**

**Reshad Hassen**

**Kaytech**

**level 6 bbbbee contributor**

I, the undersigned, confirm that I am duly authorised to sign on behalf of the Customer and acknowledge and accept the Terms and Conditions stipulated within this quotation.

NAME: .....

COMPANY: .....

SIGNED: .....

DATE: .....

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