

RFQ-KCSA-8932  
17/02/2020

**REQUEST FOR QUOTATION  
FOR THE SUPPLY OF TOYOTA SPARE PARTS & STOCK CONSIGNMENT  
TO KAMOA COPPER SA  
ENQUIRY NUMBER: 1013-OD-04-010**

## **SECTION 1**

### **INSTRUCTIONS TO TENDERERS**

These instructions will not form part of the Agreement with the successful Tenderer.

#### **1. GENERAL**

This Request for Quotation (“RFQ”) covers the supply of the Goods defined in Section 2 Supply Specifications.

#### **2. TENDERER**

The Tenderer is the organisation or company which submits a tender. The Tenderer has been provided with specific enquiry documentation to do so.

#### **3. COVER LETTER TO TENDER**

The Tenderer’s letter accompanying the tender shall state: name of company, contact person’s contact cellular phone and e-mail address.

#### **4. CONSORTIUM OR JOINT VENTURE**

Should an invited Tenderer wish to form a consortium or a joint venture or some other form of collaboration, the Tenderer shall formally notify KCSA within 7 days from the RFQ issue date, advising him of the details and seek KCSA’s agreement to tender in such a manner.

KCSA’s agreement is not assured and should the Tenderer continue without KCSA’s written approval the resultant tender may be rejected.

#### **5. INSTRUCTIONS**

Tenderers are advised to familiarise themselves with all aspects of this RFQ before inserting any prices or rates. It is hereby understood and agreed that the successful Tenderer shall not be entitled to any increase in the Price quoted caused by contract provisions not taken into account

by the Tenderer. The Tenderer's Price will be considered to be strictly nett, inclusive of all overheads and ancillary costs to supply to the Employer, as set out herein, no claims for items and activities excluded from the tender will be allowed.

The Tenderer shall investigate the whole of this RFQ to establish and comply with any requirement to provide any information via attachments and shall briefly describe and include the following with their tender:

- 5.1 A Power of Attorney authorising the signatories of the Tender to irrevocably bind the Tenderer to their tender.
- 5.2 Information regarding any pending, imminent and current arbitration, mediation and litigation in which the Tenderer is involved including details of the parties concerned, the subject of such arbitration, mediation and litigation and the disputed amount.
- 5.3 The Tenderers safety statistics and related performance data of similar comparison as the scope of this RFQ.
- 5.4 The name and contact details of 3 (three) previous but recent Employer / Client Representatives who may vouch for the Tenderers previous performance and cooperation, should the need arise.
- 5.5 Provide a list of clients to which the Tenderer has successfully delivered similar services and nature / magnitude and include a short description of the project, value of the project and your specific role delivered at each client. Please provide references and contact details for a selection of these clients.
- 5.6 Certification that the Tenderer is in good standing with the appropriate government and quasi government organisations such as The Revenue Service and The Department of Labour of the Democratic Republic of the Congo.
- 5.7 Where and when was the organisation or company founded?
- 5.8 Who are the major shareholders in the organisation or company?
- 5.9 In which country is the organisation or company registered? Provide registered organisation or

company name and registration details in the Democratic Republic of the Congo.

- 5.10 In which countries is your organisation or company represented?
- 5.11 Specify the location of your organisation or company head office.
- 5.12 Specify the location of all your organisation or company offices, locally and internationally.
- 5.13 Has your organisation or company or entity or any former business ever failed in the past five financial years to complete a contract, had the contract partially or fully been taken over or had a contract been varied to delete substantial work to overcome poor performance under the contract? If yes, provide details.
- 5.14 Has any partner, principal or director in your organisation or company ever been associated with any other organisation that has failed in the past five financial years to complete a contract? If yes, provide details.
- 5.15 What benefits will your organisation or company gain through providing this service to the Employer?
- 5.16 What is your organisation or company structure and ownership?
- 5.17 What is the total number of staff employed? Provide an organisation chart. Identifying senior partners/directors and other staff.
- 5.18 Has any partner, principal or director in your Company ever been convicted of an offence?
- 5.19 Describe the skill sets and competencies of the resources your organisation or company has, as well as the number of resources your organisation or company has in the skill sets that would likely be called for by the Employer.
- 5.20 Provide a summary of your “order book” commitments for the next 3 years.
- 5.21 Provide information that approximately defines where the focus of your business lies and indicate which are the prime services your organisation or company provides and those that it typically

sub-contracts.

- 5.22 The Tenderer shall submit with the Tenderer's tender, as a separate document, "Corporate Social Investment". Such document shall show any measurements taken to fulfil corporate social investment initiatives in areas where the Tenderer is present/the willingness to contribute to existing initiatives i.e. Development, Training, Local employment and Corporate spend.
- 5.23 Preamble to Bill of Quantities or Basis of Pricing.
- 5.24 Bill of Quantities or Schedule of Rates.
- 5.25 Alterations by Tenderer.
- 5.26 Rates for personnel (labour).
- 5.27 Schedule of equipment to supply, including rental rates and purchase values of these items.
- 5.28 Procurement mark-up.
- 5.29 Cash flow Prediction.
- 5.30 Goods Supply Programme.
- 5.31 Method Statements.
- 5.32 Schedule of Subcontractors and/or Suppliers proposed by Tenderer.
- 5.33 Project Team Structure.
- 5.34 CV's of proposes Site Management Team.
- 5.35 Quality Assurance Programme.
- 5.36 Insurance Details.

5.37 Additional Facilities Required.

5.38 Tender Correspondence.

### **SUBMISSION OF TENDER**

The "Original Tender" with all related tender data, annexures, addenda, and enclosures shall be submitted via email to tenders@kamoacopper.com, before the closing time, as follows:

Marked: Confidential  
RFQ Number: **1013-OD-04-010**  
Description: TOYOTA spare parts supply & stock consignment  
Employer: Kamo Copper SA.

Tender's Close: **Wednesday 11 March 2020**, 12h00 Kolwezi time.

### **PLEASE NOTE:**

You are reminded to keep a copy of the tender for your records.

**DO NOT DELIVER YOUR TENDER TO INDIVIDUALS. TENDERS SHOULD BE IN NORMAL LETTERS I.E. NOT BOLD OR CAPITALIZED.**

It is the responsibility of the Tenderer to ensure that its tender has been received by KCSA.

The tender shall remain valid and open for acceptance by KCSA for a period of 90 (Ninety) days from the closing date of the tender.

Before the closing date, KCSA may modify, change or amend the tender documents by formally issuing written addenda.

The Tenderer shall acknowledge receipt of each modification, change or addendum by the Tenderer's letter headed written notice to KCSA.

In order to take an addendum into account in preparing the tender, the Tenderer may apply to KCSA for an extension to the closing date, such application is to be received at least seven days prior to the RFQ

closing date and time.

Should KCSA grant such extension, KCSA will notify all Tenderers in writing thereof.

Tenderers shall note that despite the foregoing there is no assurance that a requested extension of time will be granted by KCSA.

The Tenderer shall check the number of pages and attachments within this entire RFQ document and should any be found to be missing or in duplicate or the written text or details are indistinct or there is any obvious errors herein or if any doubt exists as to the full intent or meaning of any wording or text or dimensions or sketch or drawing or any ambiguity is found as to the scope of this RFQ, the Tenderer shall promptly notify KCSA in writing and have the same rectified.

No liability whatsoever will be admitted in respect of errors in tenders due to the foregoing if they have not previously been notified in writing to KCSA and it shall be taken that the RFQ and documentation is fully understood and no variations to the Price shall be accepted.

All queries technical, commercial, financial, contractual, and/or errors and other clarifications shall be formally communicated in writing to KCSA who will redirect such matters to the appropriate person, and ensure the suitable written response is distributed to all tenderers. Non adherence may lead to rejection.

Unless queries relate to method of operation and a specific request is received from Tenderers to treat a particular query and / or answer as confidential, then all Tenderers will receive a copy of all queries received together with the answers and / or corrections. These queries / answers shall constitute the rulings and shall be incorporated into the contract documents.

The closing time for clarification of queries and / or request for correction of errors and ambiguities are 48 hours prior to the RFQ closing date and time.

The tendered price is inclusive of all work required to be provided to complete the supply. Activities not listed or priced, and items for which no rate or price is provided by the Tenderer, will not be paid for by KCSA. Such activities and items are deemed to be covered by and included in the other prices and or rates and / or fees contained within the RFQ and or the tender.

All duties and taxes, levies, tolls, registrations, enrolments and other amounts payable by the Tenderer under the contract, or for any other cause, as of the date of tender submission must be included in the

rates, prices, and the tendered price (excluding Value Added Tax (VAT)).

Value Added Tax (VAT) payable by KCSA shall be shown separately as an addition to the tendered price.

The Tenderer shall not be permitted to make any alterations and / or adjustments to his tender documents after the date and time for submission elapsed.

In the event of any discrepancies occurring between the prices detailed by the Tenderer in the forms provided with the RFQ and those contained in any additional letter or document submitted by the Tenderer, the former shall prevail.

Errors shall be corrected by KCSA as follows:

- Where there is a discrepancy between the amounts in figures and in words, the amount in words shall take precedence.
- Where there is discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate shall take precedence, unless in the opinion of KCSA there is an obvious gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted shall take precedence, and the unit rate is corrected. Where an individual rate is considered unrealistic, such rate is adjusted as agreed following consultation with the Tenderer.
- Where there is an error in the price, either as a result of the other corrections required by this checking process or in the Tenderer's addition of prices, the price shall be corrected.

The Tenderer shall submit the main offer in accordance with the commercial and technical requirements as set out in this RFQ.

The Tenderer may in addition to the main offer submit an alternative proposal indicating, but not limited to, technical, financial, contractual, health, safety and environmental advantages to KCSA.

Should the Tenderer desire to make any departures from, or modifications to the RFQ provisions, scope, or to qualify the tender in any way, the Tenderer shall set out the proposals clearly. The alterations detailed will be the only alterations considered by KCSA. A schedule of alterations needs to accompany the tender.



The acceptance and / or rejection of such alternative proposals shall be at the sole discretion of KCSA, but such alternative proposal will not be considered where the Tenderer has not submitted a main offer in compliance with this RFQ.

### **CONDITIONS OF AGREEMENT**

The conditions of contract shall be the KCSA's "Consignment Stock Agreement", attached hereto in Section 3.

### **PRICE ADJUSTMENT**

Tender documents shall contain a clear statement on whether prices quoted by bidders may be fixed or subject to adjustment (upwards or downwards) on the occurrence of specified events over which the Tenderer has no control and which are likely to affect the prices of major cost constituents of the contract, such as labour, imported materials and equipment. Prices may be adjusted by the use of a prescribed formula (or formulae) which breaks down the total price into components that are adjusted by price indices specified for each component or, alternatively, on the basis of documentary evidence (including actual invoices) provided by the Tenderer. The use of the formula method of price adjustment is preferable to that of documentary evidence. The method to be used, the formula (if applicable) and the base date for application shall be clearly defined in the tender documents. If the payment currency is different from the source of the input and corresponding index, a correction factor shall be applied in the formula, to avoid incorrect adjustment. Price adjustment shall be computed separately for each currency of payment.

### **CURRENCY**

The United States Dollar (USD) or equivalent amount in Congolese Franc (FC) should be used to quote the Price. The Employer shall make payments in the currency of the Agreement.

### **TERMS OF DELIVERY**

The scope of matters relating to the rights and obligations of the parties in relation to delivery of the Goods shall be specified using Incoterms 2010 terminology. The Tenderer shall motivate the advantages of its choice of Incoterm to KCSA.

### **ACCEPTANCE OF TENDER**

KCSA reserves the right to reject or accept the whole or part of any tender, or reject all tenders without being obliged to give reasons.

## **REJECTION OF TENDER**

A tender may be rejected if:

- It is received after the closing date and time stipulated in the RFQ or subsequent official written amendment thereto;
- It contains any unauthorized erasure, alteration, text addition or irregularity;
- There is no adherence to communication protocol for communication during the enquiry process;
- It is considered unbalanced, or does not include the required information necessary for proper comparison and evaluation;
- It is not submitted on the forms provided or is not in accordance with the commercial and technical requirements of the RFQ;
- The Tenderer fails to attend meetings convened by KCSA to which he is invited;
- The tender is delivered to individuals;
- It contains conditions of sale;
- The Tenderer or some person's apparently acting on behalf of the tenderer, approaches a member of KCSA's team in an inappropriate manner concerning this RFQ;
- A single invited Tenderer, tendered as a consortium or a joint venture or some other form of collaboration without KCSA's written authorisation.
- Any other reason which KCSA views as valid.

## **CONFIDENTIALITY OF ENQUIRY DOCUMENTATION**

The RFQ issued by KCSA and the tender submitted by the Tenderer shall be treated as confidential and no aspects thereof shall be disclosed to any third parties, except as necessary for the purpose of the RFQ.

Tenders submitted by the Tenderer along with all other responses will become the property of KCSA.

### **EXPENSES IN THE PREPARATION OF TENDERS**

The Tenderer shall investigate, calculate, compile and issue his tender and incur such costs at the sole expense of the Tenderer.

The Employer shall not be responsible for any direct or indirect expenses and / or losses that the Tenderer may incur in the preparation and submission of this tender.

### **EMPLOYER'S LIABILITY**

Tenderer's are hereby advised that KCSA will not accept any financial liability whatsoever should the Tenderer's or prospective Tenderer's wish to place orders on their suppliers and / or subcontractors prior to receiving KCSA's official written acceptance and / or order.

### **ATTENDANCE AT MEETINGS**

The Employer may during the adjudication process convene several types of meetings. These may include site inspection meetings, tender clarification meetings and pre-award meetings. When invited to attend, the Tenderer shall ensure that he is properly represented at such meeting by experienced employees familiar with the tender.

## SECTION 2

### SPECIFICATIONS FOR THE SUPPLY OF TOYOTA PARTS AND STOCK CONSIGNMENT

An agreement will be entered into for a period to be agreed between KCSA and the Tenderer. Please find appended hereto, for information purposes, a list of spare parts consumed in 2019. KCSA does not give any guarantee regarding quantities required.

The Tenderer shall submit **two bids**:

- **One bid for Toyota parts** – delivered to the KCSA site – valid for three (03) year.
- **One bid for the supply of Toyota parts and the stock management** thereof at the KCSA site. This bid shall include a consignment stock, prices for each item, cost for Tenderer personnel in charge of managing stock, and any other relevant information for determining the cost of the service.

The KCSA Site is located 40 km west of Kolwezi in the Province of Lualaba, Democratic Republic of Congo.

#### **Service Levels:**

The Tenderer must demonstrate in its Tender that it has the capacity to supply the Goods reliably and has a suitable storage and distribution network to achieve this. The Tenderer must guarantee delivery within two (02) working days of a request from KCSA.

If deliveries are made later than the prescribed time limit after receiving a purchase order from KCSA, a penalty may be applied.

#### **Taxes / fees:**

Exoneration on import duties should be taken into account in cases where parts are sent from abroad.

#### **Payment:**

An invoice shall be submitted by the last day of the month after reconciliation; payment should be expected within 30 days of invoice reception.

Price showing VAT, duties and other taxes should be included in the submission document.

KCSA requires the Bidder to use the form below to provide its prices:

Item Number	Item Description	UOM	Part Number	ITEM PRICES DDP	VAT	ITEM TOTAL PRICE
529	Lamp Assy RR LH	EA	81550-60452	\$ -	\$ -	\$ -
530	Seat Sub Assy 48047-60090	EA	48047-60090	\$ -	\$ -	\$ -
532	Lamp Bulbs 90981-13058 Head	EA	90981-13058	\$ -	\$ -	\$ -
584	Absorber Shock FR LC	EA	48510-0K410	\$ -	\$ -	\$ -
600	Air Cleaner	EA	17081-30040	\$ -	\$ -	\$ -

- The Tenderer shall inform KCSA in writing of any charges that may affect the Price, and enclose copies of support documents.
- The Tenderer shall provide KCSA with all relevant documents to help KCSA in recovering duties, which includes proof of product deliveries to KCSA, invoice, proof of payment on duties, etc.

As a minimum, each invoice submitted shall:

- include the delivery slip, duly signed by KCSA;
- quote the agreement reference number and purchase order number on each document;
- state the names of KCSA's and the Tenderer's representatives;
- Failure to include the agreement and purchase order numbers on any Tenderer invoice will result in returning such invoice to the Tenderer.
- Invoice shall be submitted at the end of the month after consolidating all supplies and reconciliation is done. Payment will be processed within thirty (30) days from date of receipt of a correct and acceptable invoice.

**General:**

- The ownership and risk shall remain with the Tenderer while the Goods are under its responsibility.
- Goods shall be delivered to the KCSA site; an inspection of the Goods will be performed by KCSA upon reception, with a partial or full acceptance of the Goods.

If some Goods are damaged, they will be returned to the Tenderer, at the latter's expense, and shall be replaced within 48 hours.

If some Goods are defective, under the manufacturer's warranty, the Tenderer shall be responsible for repatriation and replacement of the defective Goods, and shall supply new Goods, at its expense, within 48 hours.

- The Tenderer shall comply with KCSA's health, safety, maintenance and environmental policies.

**Delivery Time:**

- If the Tenderer is unable to deliver within 48 hours after a purchase order is sent by KCSA, it shall inform KCSA as soon as possible, and KCSA shall be entitled to apply the penalty for late completion, as provided for in its commercial terms described in Section 3 hereof.  
KCSA shall be entitled to source Goods elsewhere and recover any additional costs and/or expenses from, the Tenderer.

The scope of supply includes the following:

- The supply and delivery of TOYOTA parts to the KCSA Site.
- The Tenderer shall be responsible for the unloading of the parts at the KCSA Site.
- The Tenderer shall supply, issue and record all receiving transactions of goods.
- The Tenderer shall supply the Goods in dedicated, quality packaging. Reservations may be expressed regarding the quality of transport, should packaging be damaged.
- The Tenderer shall supply the Goods, the packing slip and the delivery slip for every delivery.

Lead times and key performance indicators (KPIs):

- KCSA will issue Purchase Orders to the Tenderer, indicating the quantity required; following receipt of the purchase order, the Tenderer will have 48 hours to supply the KCSA site.

The Tenderer shall make its deliveries as per prescribed schedules for access to the Kamoia site. Delivery

times to the various sites are as follows:

Monday to Friday 08:00 to 17:00, Saturday from 08:00 to 13:00; no deliveries on Sundays.

The Tenderer shall provide details regarding lead time in the dry season (in working days) and lead time in the wet season (in working days).

**Key performance indicator:**

Product delivery on time (excluding delivery time from Kolwezi to Site) as per agreed dates in weekly delivery schedule. Number of orders delivered by requested date / total number of orders delivered \*100 (based on summary of weekly delivery schedule) 100% - 91 acceptable.

Product conformity indicator calculates the value of non-conforming products during a demand period of time (quarter) (invoice, delivery slip) total value of damaged products / value of shipped products \* 100  
100% - 95% - acceptable.

**Product Specifications:**

- The Tenderer is to provide exclusively TOYOTA parts, or parts validated/suggested by the brand on the condition that such parts be covered by the manufacturer's warranty.

**Quality Control:**

In the event of problems relating to the manufacturer's warranty, under the terms and conditions defined by the manufacturer, the Tenderer shall process and manage such instances at its expense.

### **SECTION 3**

#### **CONSIGNMENT STOCK AGREEMENT:**

##### **1. WHOLE AGREEMENT**

1.1 The Agreement between the Parties comprises the documents listed below, in the following order of precedence:

1.1.1 these Terms and Conditions; and

1.1.2 the provisions of any Purchase Order; and

1.1.3 The Vendor Application Form ("Vendor Application Form") completed by the Consignor in connection with its supply of Consignment Stock to the Consignee.

1.2 This Agreement is the sole record of the Agreement between the Parties and may only be varied or waived in a written, signed document between the Consignee and the Consignor.

1.3 The Consignor's standard terms and conditions and/or those contained in the Consignor's credit application, notwithstanding their reference to or inclusion in any quotation, order, invoice, or otherwise, shall not be binding on the Consignee.

1.4 No undertaking, representation, term or condition relating to the subject matter of this Agreement not incorporated in this Agreement and/or any Purchase Order shall be binding on either of the Parties.

1.5 The Parties agree that the Consignor is an independent contracting Party and that the Agreement does not constitute a contract of agency, representation, employment or partnership with the Consignor. The Consignor shall not incur any liability whatsoever for or on behalf of the Consignee.

##### **2. CONSIGNMENT STOCKS INVENTORY LEVEL**

2.1 The products forming part of the Consignment Stock to be made available by the Consignor to the Consignee is set out in Annexure "A" to this Agreement. The Parties may amend the products forming part of Annexure "A" annually, and at least four (4) months before the anniversary of the



Effective Date and thereafter four (4) months prior to every subsequent twelve (12) month anniversary of the Effective Date. The Consignor's Monthly Management Fee and other operational costs, in relation to the Consignment Stock, are set out in Annexure "B" to this Agreement.

- 2.2 The inventory level of Consignment Stock shall not at any time be less than the equivalent of two (2) to a maximum of six (6) months demand. The Consignee may communicate adjustments to such demand level to the Consignor from time to time, allowing a reasonable lead time for replenishment in the event that demand levels are increased.
- 2.3 The Consignor shall be free to ship for placement in Consignment Stock any replenishment quantity (hereafter "Replenished Consignment Stock"), as shall be determined by the Consignor, provided that the Consignee may from time to time with a minimum of one (1) weeks' notice restrict availability of storage space and provided further that in any event, any quantity delivered in excess of six (6) months demand shall be stored at the Consignor's liability and cost, which cost for this purpose shall be established by the Consignee reasonably from time to time and communicated on an ongoing basis to the Consignor. For the purposes of this clause, excess stock shall be defined by date of arrival at the final destination.
- 2.4 Delivery terms shall be **[INSERT]**. All references to delivery terms shall be interpreted in accordance with Incoterms 2010. The Consignment Stock will be delivered on weekdays between 09:00 and 15:00.
- 2.5 After customs clearance by the Consignee, the Consignor shall provide transportation of the Consignment Stock to the final destination, being the Consignee's Kamo-Kakula Copper Project, Lualaba Province, Democratic Republic of Congo. The Consignor shall bear the cost of delivery to the final destination.

### **3. STORAGE**

- 3.1 The Consignee shall provide at no cost to the Consignor suitable facilities for the storage of Consignment Stock either internally or at a leased premises.
- 3.2 The Consignor shall manage the Consignment Stock according to first-in first-out principles, and shall record all movements in accordance with good business practice.

#### **4. INVENTORY MANAGEMENT**

- 4.1 On or before the 25<sup>th</sup> day of each month, the Consignor will carry out a stock take of all Consignment Stock. A representative of the Consignee shall be entitled to attend any such stock take.
- 4.2 The Consignee shall insure the Consignment Stock against damage, loss and third party liability claims associated while in the storage facility with the interest of the Consignor being noted on the policy. Copies of these insurance policies will be made available to the Consignor on demand.
- 4.3 The Consignee will notify the Consignor by electronic mail of any defects detected in products withdrawn by the Consignee when they are detected in the normal course of business.
- 4.4 In accordance with the foregoing paragraph, any inspection and/or attendance of the Consignee at any stock take, shall be limited to quantity verification, visual inspection of the packaging for visible damage such as damage in transit and an identity check by means of comparison of shipping documents with order documents and more detailed tests, need not be performed.

#### **5. PRICE AND REMOVAL OF PRODUCTS FROM THE CONSIGNMENT STOCK**

- 5.1 The Consignee shall withdraw products from the Consignment Stock based on its requirements without the need for prior notification. The Consignee shall notify the Consignor, in writing, from time to time, confirming which of its employees are authorised to make withdrawals from the Consignment Stock.
- 5.2 The price of withdrawn products and/or any services to be provided by the Consignor shall be as agreed in Annexure "A" and "B", as amended from time to time in terms of clause two. For the avoidance of doubt and notwithstanding any provisions contained in this Agreement to the contrary, the price of any new products added to Annexure "A" and/or ordered through a Purchase Order, will only be subject to adjustment during the subsequent twelve (12) month anniversary Annual Pricing Review, after it's addition to Annexure "A" or supply in terms of a Purchase Order.
- 5.3 After the twelve (12) month anniversary of the Effective Date, the Parties shall undertake an annual pricing review based on material and component costs ("Pricing Review Criteria") beginning on the

first business day that is no more than thirty (30) days before the end of each subsequent twelve (12) month anniversary of the Effective Date (“Annual Pricing Review”). Any pricing adjustments agreed to by the Parties in an Annual Pricing Review shall become effective when agreed to in writing in an amendment to Annexure A. The Consignor shall make available to the Consignee all supporting documentation necessary to calculate any pricing adjustments including material and component costs and will cooperate with the Consignee in negotiating any pricing adjustments. For clarity sake, any future pricing adjustments resulting in an increase to the Consignee will be limited to situations where the underlying documented costs to the Consignor increased.

- 5.4 In the event that the wage payable to any of the Consignor’s personnel is increased at any time, or the Consignor requires an increase to its Monthly Management Fee or operational costs, the Consignor shall give the Consignee written notice of any such increase at least ninety (90) days before the Consignor is obliged to pay the relevant increase. If there is any dispute between the Parties concerning the reasonableness of such increase, such dispute shall be determined by the Consignee’s auditors acting as experts and not as arbitrators and whose decision shall be final and binding on the Parties provided such auditors shall be obliged, in making such determination, to have regard to whether the services in respect of which the increased cost are paid have been supplied at a fair market cost and to call evidence from such persons as the auditors may regard as being suitably qualified to assist them in making their determination.
- 5.5 Notwithstanding the provisions of this clause five, should the Consignee at any time during the term of this Agreement receive an offer for the supply of the Consignment Stock of a similar quality by a responsible, unrelated supplier at a price and on terms that offer a total lower cost to the Consignee, than that offered by the Consignor, the Consignee shall notify the Consignor of such offer, and the Consignor shall be afforded the opportunity, for a period of thirty (30) days from the date of this notification to either match the competitive offer or decline to do so. Should the Consignor decline to meet the competitive offer made to the Consignee, the Consignee may exercise its right to terminate this Agreement on thirty (30) days prior written notice to the Consignor.
- 5.6 Subject to the Consignee obtaining the prior written approval from the relevant governmental authorities, the Consignor may recall from the Consignment Stock, any product for which it has an urgent requirement. Any product so recalled by the Consignor shall be replaced in the Consignee’s Consignment Stock, as soon as possible.

## **6. REPORTING AND INVOICES**

- 6.1 For deliveries the Consignor shall advise the Consignee by means of an electronic mailed pro forma invoice of the products to be dispatched from time to time. This pro forma invoice shall be used for customs clearance and receiving purposes only and will not be subject to payment.
- 6.2 The Consignor will provide a report setting out the withdrawal of products on a daily basis. The report shall include the product part number, a list all transactions and the actual stock level information for each product.
- 6.3 The Consignor will provide a monthly report setting out the replenishment of Replenished Consignment Stock. The report shall include the product part number and the actual stock level information for each product.
- 6.4 The Consignor shall charge the products drawn by the Consignee on the basis of the transactions reported and the relative invoice to be received by the Consignee before the end of month following that in which the last reported transaction was reported. All such charges and/or transactions must be accompanied by picking slips and delivery notes, signed by the Consignee's duly authorised representative, as provided for and appointed in terms of clause five.
- 6.5 After the expiry of a period of twelve (12) month's after the anniversary of the Effective Date, and within thirty (30) days after the end of each subsequent twelve (12) month anniversary of the Effective Date, the Consignee and Consignor shall perform a stock take on obsolete products forming part of the Consignment Stock ("Annual Remaining Stock"). For the avoidance of doubt it is recorded that excluded from Annual Remaining Stock will be Replenished Consignment Stock, which were replenished during the relevant preceding twelve (12) month period. The Consignor shall charge the Consignee for the Annual Remaining Stock, on the basis of a written statement and the relative invoice shall be received by the Consignee before the end of the month following the provision of the written statement and invoice.
- 6.6 Should the Consignee dispute any item on the Consignor's invoice, it shall notify the Consignor in writing of such dispute within seven (7) days of date of receipt of the invoice. The Consignor shall convene a meeting between its operational staff and the operational staff of the Consignee within 7 (seven) days of the date of the aforementioned notice. If the Parties are unable to resolve the dispute at this meeting, the Consignee shall be obliged to effect payment of the undisputed items in the invoice, within 30 (thirty) days of date of receipt thereof. The issue of the disputed items shall

then be dealt with in accordance with the dispute resolution mechanisms provided for in this Agreement.

6.7 Payment shall be made by EFT into the account nominated in the Vendor Application Form.

## **7. OWNERSHIP OF THE CONSIGNMENT STOCK**

7.1 Without prejudice to any rights set out in this Agreement, title in the Consignment Stock passes to the Consignee, for customs clearance purposes, when the Consignment Stock is delivered as provided for in terms of clause two and/or as set out in a Purchase Order.

## **8. PURCHASE ORDERS**

8.1 The Consignee may from time to time order additional products from the Consignor, which for the avoidance of doubt are products not listed in Annexure "A", as amended from time to time in terms of clause two. All such orders shall be subject to the provisions set out in this clause eight.

8.2 Purchase Orders will be system generated and placed by the Consignee electronically by electronic mailing of a copy thereof to the Consignor, and may contain details of the products ordered (including the specification).

8.3 Should there appear to be any discrepancy or ambiguity in description or quantities in a Purchase Order, the Consignor shall immediately submit the matter to the Consignee's Procurement Manager for decision before proceeding to execute the Purchase Order.

8.4 Amendment to the Purchase Order shall be subject to the Consignee's prior written approval and the Consignor's acceptance. No amendment to a Purchase Order will be valid unless agreed to in writing by both Parties and incorporated in a revised and duly issued Purchase Order.

8.5 Purchase Orders may be cancelled by the Consignee at any time provided that the Consignee shall pay the Consignor for costs reasonably incurred up to the date of cancellation. The Consignor will use all reasonable and practical endeavours to mitigate its losses in this regard.

8.6 The price for the Consignment Stock shall be the price specified in the Purchase Order and shall be paid to the Consignor in the amount as indicated therein. Unless expressly stated to the contrary

in the Purchase Order:

- 8.6.1 The Price shall be exclusive of TVA and shall include standard packaging, delivery and installation;
- 8.6.2 No additional charges of whatever nature shall be recoverable from the Consignee unless the Consignor has, prior to the execution of the Purchase Order, obtained the Consignee's agreement in writing on such additional charges.
- 8.7 Price amendment shall be subject to agreement and acceptance by the Consignee in writing. Should the Purchase Order be issued on a basis of "price to be advised or agreed" or "estimate price", "subject to change" or any other similar description, the Purchase Order shall stipulate the agreed terms applicable in this respect. The Consignee may demand, before payment is made, that the price computation be substantiated by the Consignor.
- 8.8 No invoice shall be binding on the Consignee unless supported by a valid Purchase Order issued by the Consignee.
- 9. WARRANTIES AND UNDERTAKINGS BY CONSIGNOR**
- 9.1 The Consignor warrants that the Consignment Stock shall (unless otherwise stated in the Purchase Order) be new, merchantable, of agreed quality and description, in working order, fit for their intended purpose and free from contaminants, defects in materials, workmanship and design and shall be usable and durable for a reasonable period of time.
- 9.2 The Consignor warrants that the Consignment Stock are not subject to any lien, hypothec, pledge, mortgage, notarial bond, judicial attachment or other encumbrance and that the Consignor is entitled to transfer ownership thereof to the Consignee.
- 9.3 The Consignor warrants that there are no circumstances, facts or reasons which are known, or ought to be known by the Consignor, which should have been disclosed to the Consignee and which would have influenced the Consignor's decision in appointing the Consignor to supply the Consignment Stock.
- 9.4 The Consignor is a Congolese law legal entity with Congolese financing, in the meaning of Article

- 1.48 of Law No. 007/2002 establishing the mining code, as modified and supplemented by Law No. 18/001 of 09 March 2018 (hereafter referred to as the "Mining Code"), is in good standing with all Democratic Republic of Congo administrations and commits to remain so for the full term of the Agreement.
- 9.5 The Consignor holds all permits and authorisations, of any nature whatsoever, required to perform in full compliance with applicable laws and regulations, and commits to maintain, as needed, the validity of said permits and authorisations for the full term of the Agreement, and its performance is not in breach of any applicable law or regulation as of the Effective Date.
- 9.6 The Consignor, who is a contractor in the meaning of the Mining Code, shall act, as part of the Agreement, as a "main contractor", in the meaning of Law No. 17/001 of 8 February 2017 establishing the rules governing subcontracting in the private sector (hereafter referred to as the "Subcontracting Law"), on behalf of the Consignee, who will, for its part, act as the "the client" in the meaning of the Subcontracting Law.
- 9.7 The Consignor agrees to strictly comply, for the full term of the Agreement, with all applicable provisions of the Subcontracting Law, as specified, inter alia, in Decree No. 18/019 of 24 May 2018 establishing implementation measures for the Subcontracting Law. The Parties agree that this is an essential obligation of the Consignor.
- 9.8 The Consignor agrees, for the full term of the Agreement, to communicate to the Consignee, at the latest on 31 December of every year, the complete list of all its subcontractors, in the meaning of the Subcontracting Law, involved in the performance of the Consignor's obligations towards the Consignee.
- 9.9 In order for Congolese nationals to acquire the technical expertise and qualifications necessary to perform certain activities, the Parties agree to cooperate in good faith, for the duration of the Agreement, within the specialised training structure put in place by the Consignee, to the activities thereof in the Consignor's field of expertise, with particular attention to activities for which local expertise is lacking. The Consignee may, at any time, verify, directly or indirectly, through any contractor designated by the Consignee that the Consignor complies with these obligations.
- 9.10 Without prejudice to the other possible causes and modalities for termination of the Agreement arising out of applicable laws and regulations at the time, the Consignee will be entitled, in the

event of the non-performance by the Consignor of all or part of its essential obligations, after a formal demand remains unheeded for more than thirty (30) business days following the receipt thereof by the Consignor, to unilaterally terminate the Agreement, as of right, by means of simple notification to the Consignor of its decision to unilaterally terminate the Agreement, without any further formality and without the exercise of this right entitling the Consignor to claim damages or any other payment, with the exception of the payment of invoices not disputed by the Consignee relating to supplies actually delivered, services actually provided or works actually carried out by the Consignor in accordance with the Agreement, until the date on which termination takes effect.

## **10. CONSIGNOR' S GENERAL OBLIGATIONS**

10.1 The Consignor shall:

10.1.1 maintain regular contact with the representatives of the Consignee at the sites at which it is required to provide the Consignment Stock for the duration of this Agreement; and

10.1.2 take all necessary steps to ensure that its staff do not engage in any demonstrations, or other disorderly or riotous conduct on or near the perimeter of the premises of the Consignee; and

10.1.3 Refrain from any conduct which may be detrimental to the image, good name and reputation of the Consignee; and

10.1.4 supply the Consignee with any information or documentation relating to the Consignment Stock which it requires within a reasonable time, including any reports which may be requested from time to time in the manner, format and frequency required; and

10.1.5 take all reasonable steps to ensure that the Consignment Stock are delivered timeously without any undue delay acknowledging that time is of the essence in the performance of its obligations under this Agreement.

## **11. SECURITY INTERESTS**

11.1 The Consignor is entitled following notice of not less than one hundred and twenty (120) working days to freely dispose of the Consignment Stock at any time, and may direct the Consignee to



cease withdrawals and/or removal of Consignment Stock by written notice with immediate effect provided that this shall be without prejudice to any rights enjoyed by the Consignee in terms of this Agreement. Disposal of the Consignment Stock shall however be subject to the Parties conducting a stock take, reimbursement of all customs duties by the Consignor to the Consignee, and authorisation from the relevant Customs Authority to the disposal of the Consignment Stock. Subject to these conditions being met the Consignee shall tolerate the measures necessary for the Consignment Stock to be transported back to the Consignor, and will grant free access for the transportation of the Consignment Stock, on presentation of written instructions for this purpose by any agent or contractor of the Consignor for the purpose.

11.2 Notwithstanding the foregoing the Consignor shall not be entitled to exercise any of the rights unless the Consignee is in material breach of its obligations under this Agreement and has not remedied such breaches that are capable of remedy within thirty (30) working days of being called upon to remedy.

11.3 Right of retention, pledging, assignment as security or other measures by the Consignee on the Consignor's consigned products are excluded. If an event of default occurs, the Consignee may, without limitation on its rights, set off amounts which the Consignor owes to it against any amounts which it owes to the Consignor (whether hereunder, under any other agreement or contract or otherwise and whether or not then due). Any net amount due hereunder shall be payable within thirty (30) business days of termination.

## **12. HEALTH AND SAFETY**

12.1 The Consignor shall access the premises of the Consignee only in accordance with the Consignee's established access control procedures.

12.2 All work performed by the Consignor in terms of this Agreement shall be conducted in a safe and responsible manner and, in accordance with applicable laws and the site rules implemented by the Consignee to ensure the safe and orderly conduct of business on its premises (the "Site Rules"). The Consignor shall ensure that its employees are fully conversant with and comply with the Site Rules prior to coming onto any of the Consignee's premises.

12.3 The Consignor shall co-operate with the Consignee, and any safety officer, and/or any other person in charge of the relevant premises and the Consignor shall implement any instructions and

directives issued by such person.

- 12.4 The Consignee shall be entitled to conduct periodic audits at its discretion, to ensure compliance by the Consignor with the provisions of this clause thirteen and the Site Rules, and the Consignor shall co- operate with such audit.

### **13. INDEMNITY**

- 13.1 The Consignor indemnifies and absolves the Consignee from any claims, damages, losses and any other liability (whether jointly or individually) arising from any cause whatsoever or based on any ground of liability (including liability without fault) to the extent that such liability is attributable, whether wholly or in part, to any defect or deficiency in any of the Consignment Stock supplied by the Consignor or is due to the Consignor's failure to comply strictly with the provisions of this Agreement and/or applicable laws. This indemnity shall specifically apply in respect of any claims arising from unsafe, defective, contaminated, hazardous or deficient Consignment Stock.

### **14. ETHICAL BUSINESS PRACTICES**

- 14.1 The Consignee is committed to conducting its business ethically and to achieving and maintaining the highest standards of corporate governance. The Consignee requires all of its business partners, consignors, vendors, contractors and service providers, who play an important and valued role in its continuing business success, to behave ethically and to avoid engaging in corrupt business activities. The Consignee's requirements are contained in the documents listed below, which are available on request.

14.1.1 Ivanhoe Mines "Companion Booklet to the Code of Business Conduct and Ethics Providing a Guide and General Summary of the Foreign Corrupt Practices Act (USA), Corruption of Foreign Public Officials Act (Canada), Bribery Act (UK), Prevention and Combating of Corrupt Activities Act (South Africa), and Organization on Combating Bribery of Foreign Public Officials and International Business Transactions" (2014-02 IVN Companion Booklet); and

14.1.2 Ivanhoe Mines “Code of Business Conduct and Ethics” (2014-02 IVN Business Conduct); and

14.1.3 Ivanhoe Mines “Corporate Disclosure, Confidentiality and Securities Training Policy” (2014-02 IVN Corp Discl); and

14.1.4 Ivanhoe Mines “Our Corporate Citizenship Statement of Values and Responsibilities” (2014-02 IVN Corp Citizenship).

14.2 The Consignor undertakes to comply with the above and all applicable laws and specifically all applicable anti-bribery and corruption laws.

14.3 The Consignor shall not give or offer to give (directly or indirectly) to any person any bribe, gift, gratuity, commission or any other thing of value for obtaining favourable treatment or taking any action for the purpose of influencing any act or decision of such official or of the government to obtain or retain business, or to direct business to any person.

## **15. GIFTS AND ENTERTAINMENT**

15.1 Save for gifts of minimal value, the Consignee discourages the exchange of gifts between the Parties. The prior written approval of the Consignee is required for the exchange of significant gifts between the Consignee, its employees, representatives or agents and the Consignor.

## **16. PRIVACY AND DATA PROTECTION**

16.1 The Consignor shall at all times during the performance of its obligations in terms of this Agreement ensure that:

16.1.1 no data collected during the supply of the Consignment Stock is sold, disclosed, commercially exploited, or used in any way other than as expressly authorised by the Consignee; and

16.1.2 Ensure that it processes data for only the express purpose for which it was obtained.

## **17. INTELLECTUAL PROPERTY RIGHTS**

- 17.1 The Consignor warrants that its supply of Consignment Stock to the Consignee does not infringe any intellectual property rights and hereby indemnifies and holds harmless the Consignee against any loss, damages or expense sustained by the Consignee as a consequence of any breach of this warranty.
- 17.2 Any and all intellectual property owned, developed or acquired by a Party prior to this Agreement coming into effect shall remain the sole and exclusive property of the Party who is the lawful proprietor thereof and any and all rights of the Parties in terms of this Agreement shall be subject to the other Party's intellectual property rights.
- 17.3 Any intellectual property made, created or discovered by the Consignor in the course and scope of this Agreement in connection with or relating to the business of the Consignee, shall be disclosed to the Consignee and shall belong to and be the absolute property of the Consignee.

## **18. CONFIDENTIALITY**

- 18.1 The Consignor agrees to treat as strictly confidential the operations, business and affairs of the Consignee and not to divulge any information relating thereto to any third party, agent or employee without the prior written consent of the Consignee, save as is required by law.

## **19. AUDIT**

- 19.1 The Consignee may inspect and audit the facilities and premises of the Consignor for any purposes associated with the Agreement, at any time during normal business hours on reasonable notice to the Consignor to measure its compliance with applicable laws and/or the Agreement.

## **20. BREACH**

- 20.1 In the event of either Party breaching any of its obligations under the Agreement, and such Party failing to remedy such breach within a period of thirty (30) days of receipt of written notice from the aggrieved Party calling upon it to do so, the aggrieved Party shall be entitled without further notice to:

20.1.1 Cancel the Agreement and/or cancel the Purchase Order; and

- 20.1.2 claim specific performance, in either event without prejudice to the aggrieved Party's rights to claim damages or to enforce any other remedy to which it may be entitled whether in terms of the Agreement or in law.
- 20.2 In addition the Consignee shall be entitled to cancel the Agreement and/or any Purchase Order forthwith if:
- 20.2.1 The Consignor commits a breach of the Agreement which cannot be rectified; or
- 20.2.2 The Consignor is guilty of any act of fraud, bribery, corruption, intentional misrepresentation or contravention of the documents listed in clause fifteen; or
- 20.2.3 During the course of supplying the Consignment Stock, the Consignor contravenes the provisions of any applicable law; or
- 20.2.4 The Consignor admits its inability to pay its debts generally as they become due, or otherwise acknowledges its insolvency, makes an assignment for the benefit of its creditors, or petitions or applies to any tribunal for the appointment of a receiver or agent for it or for any substantial part of its property, or commences any proceedings relating to it under any insolvency reorganization, insolvency arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction whether now or hereafter in effect, or by any act indicates its consent to, approval of, or acquiescence in, any such proceeding for it or for any substantial part of its property or an effective resolution for the winding up of the person is passed; or
- 20.2.5 a court or other government authority having jurisdiction issues a decree for the winding up, liquidation or dissolution of the Consignor or adjudges the Consignor to be insolvent, or any court or other government authority having jurisdiction issues a decree or order granting any relief or remedy sought in any petition or other legal proceeding for the reorganization, readjustment of debt, arrangement, composition or similar relief in respect of the Consignor under any applicable law whether now or hereafter in effect, or any receiver, receiver and manager, custodian, liquidator, agent in bankruptcy (or any other person with similar powers) is appointed for all or any material part of the property of the Consignor, unless the Consignor is actively and diligently contesting such proceedings

and such proceedings are lifted or stayed within 30 (thirty) days of their commencement;  
or

20.2.6 proceedings are commenced for the dissolution, liquidation or winding up of the Consignor unless such proceedings are being actively and diligently contested in good faith by the Consignor and are stayed within 30 days of being commenced; or

20.2.7 An analogous event to any of the foregoing in any applicable jurisdiction;

However, in respect of an insolvency event of the kind contemplated by the paragraphs above, an insolvency event will not arise where the purpose of the event is for a solvent reconstruction, amalgamation, merger or consolidation approved by the Consignee.

20.3 In the event of any legal proceedings against the Consignor, the Consignee shall be entitled to recover its legal costs on an attorney-and-client scale.

## **21. FORCE MAJEURE**

21.1 "Force Majeure Event" means an event that prevents or delays a Party from being able to perform an obligation other than the payment of money under this Agreement, where such event would constitute force majeure, such as wars, insurrections, acts of God, governmental actions or controls, water restrictions or other causes beyond the control of a Party.

21.2 Should any Party be prevented by reason of Force Majeure from performing its obligations in terms hereof, then such failure shall not be regarded as a breach of its obligations in terms hereof provided that:

21.2.1 the Party hereto subject to Force Majeure shall give prompt notice to the other Party hereto of the nature and estimated duration of the Force Majeure concerned; and

21.2.2 the Parties hereto shall co-operate and collaborate together and use all reasonable efforts to overcome the Force Majeure concerned and/or nullify its effect; and

21.2.3 Any suspension of performance within the provisions of the above shall be limited to the period during which such inability shall exist and the period of this Agreement shall be

interrupted by the period of such suspension.

21.3 If the aforementioned inability substantially or permanently prevents the continued performance by either Party of its obligations in terms of this Agreement for a period exceeding ninety (90) consecutive days, then either Party shall be entitled, by giving notice in writing, to terminate this Agreement in respect of any of its obligations still to be performed hereunder.

21.4 Should the Consignor exercise its right to terminate the Agreement as provided for in terms of this clause twenty one, the Parties shall meet with their respective clearing agents to agree on a way to return the Consignment Stock held by the Consignee to the Consignor.

## **22. DOMICILIUM CITANDI ET EXECUTANDI**

22.1 Any notice or communication in terms of this Agreement:

22.1.1 Shall be given in English and in writing. For the purposes of the Agreement, "writing" means electronic mail that have been acknowledged by the recipient. Oral Agreements, notices or instructions are not binding on either Party; and

22.1.2 Must be marked for the attention of the Parties respective representatives and sent by electronic mail to the address below, which addresses the Parties select as their respective *domicilium citandi et executandi*:

Consignor:

Attention:

Telephone no.:

Electronic mail address:

Consignee:

Attention:

Tel number:

E-mail address:

22.2 Either Party may change its address to any other valid electronic mail address. Such change will only take effect upon receipt or deemed receipt of such notice by the other Party.

22.3 Any notice or communication shall if sent by e-mail to the selected e-mail address of the addressee, be deemed to have been received on the first business day following the date on which it has been transmitted from the information system under the control of the sender.

22.4 Any written notice or communication which has actually been received by a Party shall be regarded as sufficient notice even if it has not been sent in the manner or to the address provided for above.

### **23. CESSION AND SUB-CONTRACTING**

23.1 The Consignor shall not, without the prior written consent of the Consignee:

23.1.1 Sub-contract any of its obligations; or

23.1.2 Cede or assign any of its rights or obligations in terms of this Agreement (including but not limited to, the right to receive payment from the Consignee).

Notwithstanding any such consent, the Consignor shall at all times be liable for the acts or omissions of its employees, agents, sub-contractors, cessionary, assigns or any other associated party utilised by it, as if they had been acts or omissions of the Consignor.

23.2 Any practice designed to interpose a third party or to introduce a third party in a transaction between the Consignee and the Consignor, in the absence of express consent from the Consignee, shall be deemed to be a deliberate misrepresentation on the part of the Consignor and shall constitute a material breach of the Agreement.

### **24. GENERAL**

24.1 This Agreement shall be governed by the laws of the Republic of South Africa.

24.2 No failure or neglect by a Party to exercise any rights hereunder or to insist upon strict compliance with or performance of another Party's obligations under the Agreement, shall constitute a waiver of the provisions of the Agreement and a Party may at any time require strict compliance with the provisions of the Agreement.



24.3 No indulgences or extensions of time or latitude which one of the Parties may allow to the other Party shall constitute a waiver by that Party of any of its rights, and it shall not thereby be prevented from exercising any of its rights which may have arisen in the past or may arise in the future.

24.4 Each of the provisions of the Agreement shall be considered as separate terms and conditions. In the event that the Agreement is affected by any legislation or any amendment thereto, or if the provisions herein contained are by virtue of such legislation or otherwise held to be illegal, invalid or unenforceable, then any such provisions shall be ineffective only to the extent of the illegality, invalidity or unenforceability and each of the remaining provisions hereof shall remain in full force and effect as if such illegal, invalid or unenforceable provision was not a part hereof.

## **25 TERM OF AGREEMENT AND TERMINATION**

25.1 The present Agreement shall come into effect on the date of the last Party signing the Agreement ("Effective Date"), and shall run for an indefinite period and may be terminated by either Party with one (1) months' written notice running from the end of the month in which notice was given.

## **26 DISPUTE RESOLUTION**

26.1 Save as may be otherwise provided for in this Agreement, any dispute of whatsoever nature which arises out of or in connection with this Agreement, including any disputes as to the validity, existence, enforceability, interpretation, application, implementation, breach, termination or cancellation of this Agreement or as to the Parties' rights and/or obligations in terms of this Agreement or in connection with any documents furnished by the Parties pursuant to this Agreement, shall be resolved in accordance with this clause.

26.2. Amicable resolution

26.2.1. If a dispute (of any kind whatsoever) arises between the Parties in connection with, or arising out of, the Agreement or the execution of the Agreement, the Parties shall give notice to the other Party to resolve such dispute. The notice shall identify the issue(s) in dispute and the relief sought and shall state that it is a notice given in terms of this sub-clause.

26.2.2. Within five Working Days after the date of the notice, the Parties shall, through its senior representatives, attempt to settle the dispute in good faith before the commencement of arbitration.

- 26.2.3. Any resolution of a dispute in terms of this clause shall (unless expressly otherwise stated therein) be final and binding on the Parties when reduced to writing and signed by the senior representatives of each Party. To this end, the Parties respectively agree and warrant to each other that the senior representatives have full authority to so bind them.
- 26.2.4. Where the dispute is not resolved within 20 days of the notice given in terms of this sub-clause, arbitration may be commenced.
- 26.3. Arbitration
- 26.3.1. Unless settled amicably, a dispute (of any kind whatsoever) arising between the Parties in connection with, or arising out of, the Agreement or the execution of the Agreement, including any dispute as to any certificate, determination, instruction, opinion or valuation of KCSA, or a dispute as to whether or not the Agreement was induced by a fraudulent misrepresentation, shall be finally settled by arbitration.
- 26.4. Unless otherwise agree by both Parties:
- 26.4.1. The dispute shall be finally settled under the latest edition of the Rules of Conduct of Arbitrations published by the Association of Arbitrators (Southern Africa) or its successor body;
- 26.4.2. The dispute shall be settled by a single arbitrator to be appointed by the Parties by agreement, failing such agreement, by the Chairman of the Johannesburg Bar Council or his nominee;
- 26.4.3. The arbitration shall be held in Johannesburg, and
- 26.4.4. The arbitration shall be conducted in English and shall be governed by the laws of the Republic of South Africa.
- 26.5. The arbitrator shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of (or on behalf of) KCSA.
- 26.6. Nothing in this sub-clause shall preclude either Party from seeking urgent interim relief, not otherwise provided for herein, from a Court of competent jurisdiction.

- 26.7. Arbitration may be commenced prior to or after completion of the Agreement. The obligations of the Parties shall not be altered by reason of any arbitration being conducted during the progress of the Agreement.
- 26.8. For the avoidance of doubt, this arbitration clause shall be severable from this Agreement and shall survive the termination of this Agreement.
- 26.9. Notwithstanding that a formal dispute may have been declared, the Service Provider must:
- 26.9.1. Continue without delay to provide the Agreement and perform its other obligations under this Agreement; and
- 26.9.2. Comply with all directions of KCSA in connection with this Agreement which do not otherwise affect the ultimate resolution or determination of the Dispute
- 26.10. The arbitrator shall have discretionary powers to make orders as to any matters which he may consider proper in the circumstances of the case with regard to submissions, pleadings, discovery, inspection of documents, examination of witnesses and any other matter relating to the conduct of the arbitration.
- 26.11. The arbitrator shall fully motivate any of his findings and his final determination and shall make an appropriate costs order.
- 26.12. The award of the arbitrator shall be final and binding upon the Parties (who hereby agree to carry out the award).
- 26.13. The arbitrator's award may be made an order of any Court of competent jurisdiction.
- 26.14. The Parties agree to keep the arbitration proceedings including the subject matter thereof and the evidence heard during such proceedings confidential and not to disclose same to anyone except for the purposes of the arbitration proceedings in terms of this clause.
- 26.15. The language of this Agreement shall be English. All communications, technical and commercial documents as well as any other information related to this Agreement shall be provided by each Party to the other in the English language.

- 26.16. This constitutes an irrevocable consent by the Parties to any proceedings in terms hereof, and is severable from the other provisions of this Agreement and shall remain in effect notwithstanding the termination or invalidity for any reason of this Agreement.

**LIST OF THE SPARE PARTS CONSUMED IN 2019**

**Toyota Items consumed the last 6 months at Kamo**

Item Number	Item Description	UOM	Part Number	Brand
529	Lamp Assy RR LH	EA	81550-60452	TOYOTA
530	Seat Sub Assy 48047-60090	EA	48047-60090	TOYOTA
532	Lamp Bulbs 90981-13058 Head	EA	90981-13058	TOYOTA
584	Absorber Shock FR LC	EA	48510-0K410	TOYOTA
600	Air Cleaner	EA	17081-30040	TOYOTA
605	Air Filter HLX 17081-0c010	EA	17801-0C010	TOYOTA
606	Air Filter L/C 17806-61030	EA	17806-61030	TOYOTA
639	Bearing Steering Knuckle Arm L	EA	90366-20003	TOYOTA
641	Bearing Rear Axle Inner HIACE	EA	90368-45087	TOYOTA
643	Bearing Assy Clutch LC	EA	31230-602	TOYOTA
644	Belt V Cooler LC	EA	99332-11300	TOYOTA
645	Belt V Alternator LC	EA	90916-02452	TOYOTA
646	Belt V PK 8T	EA	90916-02211	TOYOTA
654	Blade Wiper FR RH/LC	EA	85212-60032	TOYOTA
679	Brake Shoes L/C 04495-60070	ST	04495-60070	TOYOTA
706	Bush Stabilizer Link LC	EA	90385-13009	TOYOTA
707	Bush Rear spring Shackle Lower	EA	90385-18021	TOYOTA
708	Bush Rear spring Shackle Upper	EA	90385-18022	TOYOTA
710	Bush Front Stabilizer Bar LC	EA	48815-60170	TOYOTA
711	Stabilizer 90385-11021 Bush	EA	90385-11021	TOYOTA
712	Bush Lower Arm LC	EA	48061-60050	TOYOTA
792	Fuel Filler Lid Cyl & Key Set	EA	69058-60071	TOYOTA
838	Kit 04234-68010 Element	EA	04234-68010	TOYOTA
842	Tie Rod End Sub Assy Left LC	EA	45047-69085-O	TOYOTA
873	Filter Fuel Element Assy N1	EA	23390-30150	TOYOTA
875	Filter Assy23390-0l010/41 Fuel	EA	23390-0L041	TOYOTA
976	Joint Up Universal 43310-09015	EA	43310-09015	TOYOTA
1001	Cover Sub Assy Free Wheel Hub	EA	43509-60051	TOYOTA
1038	Filter Oil Assy Outer Ø76MM	EA	90915-20004	TOYOTA
1143	Seal 90311-38066	EA	90311-38066	TOYOTA
1144	Seal Oil RR Axle Shaft RH HL	EA	90310-T0008	TOYOTA
1149	Seal Oil 90310-36003	EA	90310-36003	TOYOTA
1150	Seal Type Oil 90311-41009	EA	90311-41009	TOYOTA
1154	Shaft Sub AssyFR Axle Outer LC	EA	43405-60100	TOYOTA
1159	Shock Absorber Front HL	EA	48510-0K190	TOYOTA
1161	Cushion Shock Absorber RR HIB	EA	90948-01031	TOYOTA
1174	Kit 04371-36030 Spider	EA	04371-36030	TOYOTA
1175	Spider Kit Rear LC	EA	04371-35051	TOYOTA
1176	Spider Kit U Joint Prop Shaft	EA	04371-60070	TOYOTA
1177	Spindle Sub Assy LC	EA	43401-60090	TOYOTA
1180	Spring 48310-60111	EA	48310-60111	TOYOTA
1181	Spring RR Brake Shoe Hold Down	EA	90501-20012	TOYOTA
1183	Spring 90506-18031	EA	90506-18031	TOYOTA
1254	Washer Type 90215-42025	EA	90215-42025	TOYOTA
2065	Radiator Assy 16400-17300	EA	16400-17300	TOYOTA
2187	Mirror Left H 87940-60372	EA	87940-60372	TOYOTA
2188	Mirror Right H 87910-60142	EA	87910-60142	TOYOTA

2406	Filter Fuel Element Assy N2	EA	23390-64480	TOYOTA
2407	Filter Oil Assy	EA	15600-41010	TOYOTA
2409	Brake Pad 04465-60340	EA	04465-60340	TOYOTA
2647	Bearing Needle Roller LC	EA	90364-33011	TOYOTA
2648	Bush Arm 48702-60050 Control	EA	48702-60050	TOYOTA
2650	Clutch Disc 31250-26182 HLX	EA	31250-26182	TOYOTA
2654	Drum Brake Sub-Assy RR HLX	EA	42431-60250	TOYOTA
2655	Disc Pad 04465-Ok240 Front	EA	04465-0K240	TOYOTA
2663	Cap 23380-17451 Fuel	EA	23380-17450	TOYOTA
2664	Bearing Wheel FR HLX	EA	90080-37030	TOYOTA
2674	Seal Oil 90311-48022	EA	90311-48022	TOYOTA
2681	Seals 90311-62001 Hub	EA	90311-62001	TOYOTA
2683	Filter Air Precleaner	EA	17300-66010	TOYOTA
2684	Bearing Clutch Release HLX	EA	31230-35061	TOYOTA
2687	Tail Light LH HL	EA	81560-0K170	TOYOTA
2988	Cushion 17567-17020	EA	17567-17020	TOYOTA
2989	Disc FR LC	EA	43512-60141	TOYOTA
2991	Drum Sub-Assy RR Brake HLX	EA	42431-0K120-O/0K130-O	TOYOTA
3023	Kit 04495-Ok120 Shoe	EA	04495-0K120	TOYOTA
3130	Bolt Hub Axle RR/RH	EA	90942-02049	TOYOTA
3243	Cylinder 47550-09070	EA	47550-09070	TOYOTA
3290	Shock Absorber RR LH-RH LC	EA	48531-69855	TOYOTA
3301	Radiator Assy 1640005160	EA	16400-05160	TOYOTA
3334	Nut 90178-T0048-O	EA	90178-T0048-O	TOYOTA
3336	Joint Lower	EA	43330-09510	TOYOTA
3344	Bearing Differential RR	EA	90366-50007	TOYOTA
3496	Belt V Ribbed 1318C	EA	278615996302	TOYOTA
3565	Bulb Clearing Lamp 12V5W HL	EA	99132-12050	TOYOTA
3570	Belt Timing 129MR31	EA	13568-59106	TOYOTA
3571	Shock Absorber Rear 48531-0955	EA	48531-0955	TOYOTA
3572	Belt V Alternator HLX	EA	90916-T2006	TOYOTA
3575	Belt V Vane Pump HLX	EA	90916-T2020	TOYOTA
3577	Gasket Fuel Tank 90430-12245-O	EA	90430-12245	TOYOTA
3652	Handle Assy FR Door Outside LH	EA	69220-32010	TOYOTA
3653	Lock Assy Back Door	EA	69350-60080	TOYOTA
3811	Cover Assy	EA	31210-0K040	TOYOTA
4124	Damper 45700-69175 Steering	EA	45700-69175	TOYOTA
4125	Speedometer Drive Shaft LC	EA	33404-30040	TOYOTA
4160	Filter Fuel 23390-0I041 Toyota	EA	23390-0L041	TOYOTA
4161	Oil Filter L/C	EA	15600-41010	TOYOTA
4162	Fuel Filter LC	EA	23390-51070	TOYOTA
4163	Filter Oil 90915-30002 Toyota	EA	90915-30002-8T	TOYOTA
4349	Horn Ass Low 86520-60230	EA	86520-60230	TOYOTA
4351	Front Drive Shaft Assy RH HLX	EA	43430-0K022	TOYOTA
4353	Bush Assy 48706-60070	EA	48706-60070	TOYOTA
4358	Tie Rod End RH Relay Rod LX	EA	45044-69145	TOYOTA
4359	Tie Rod End LH Relay Rod LX	EA	45046-09281	TOYOTA
4361	Brake Pad LC	EA	04465-60230	TOYOTA
4363	Seat Sub Assy RR-LC	EA	48046-60100	TOYOTA
4368	Shaft Axle Sub Assy FR	EA	43405-60120	TOYOTA

4662	Mirror Left Side HLX	EA	87940-0K051	TOYOTA
4822	Oil Seal-Front Dve Shft LC	EA	90310-35010	TOYOTA
4838	Bulb FRT Turn Sig HL 12V21W	EA	90981-15021	TOYOTA
4875	Relay 90987-02027 DPAS 110 Gen	EA	90987-02027	TOYOTA
4876	Relay DPAS 110 Generator	EA	90987-02006	TOYOTA
4954	Door handle Assy 69260-10040	EA	69260-10040	TOYOTA
4959	Handle Assy Door Window FJ76	EA	69057-0K010	TOYOTA
4973	Brake Adjuster Strut L/Cruiser	EA	47061-60030	TOYOTA
4975	Gauge Fuel Assy L/C	EA	83320-69465	TOYOTA
4994	Shock Absorber Rear Hilux	EA	48510-69176	TOYOTA
5766	Strut Set Parking Brake Shoe L	ST	47062-60020	TOYOTA
5769	Tie Rod End Sub Assy RH LC	EA	45046-39505	TOYOTA
5770	Belt V Air Con LC	EA	99332-11210	TOYOTA
5771	Horn Assy 86520-20300	EA	86520-20300	TOYOTA
5772	Cyl & Key Set Ignition Lock	EA	69058-60071	TOYOTA
5774	Reg 69820-60090	EA	69820-60090	TOYOTA
6255	Tie Rod End Sub Assy RH LX	EA	45046-69135-O	TOYOTA
6421	Cover Dust Assy Frt Brake Tata	EA	886325010005	TOYOTA
6495	Seal Dust Rear Axle LC	EA	90313-93003	TOYOTA
6498	Washer Cone RR Axle Shaft LC	EA	42323-60030	TOYOTA
6501	Spring Cup Rear Break Shoe LC	EA	47449-30020	TOYOTA
6502	Seal Oil FR Axle Hub Outer LH	EA	90316-T0002	TOYOTA
6506	Switch Assy Hd Lamp Dimmer LC	EA	84310-60571	TOYOTA
6508	Nut Adjtnng Frnt Axle Hub LC	EA	43251-60011	TOYOTA
6509	Bearing Rear Axle Outer LC	EA	90080-36067	TOYOTA
6510	Bearing Rear Axle Inner LC	EA	90080-36064	TOYOTA
6519	Disc Front HL	EA	43512-0K060	TOYOTA
6525	Tie Rod End Sub Assy Right LC	EA	45047-69085	TOYOTA
6556	Element Air LC	EA	17801-61030	TOYOTA
6557	Seal Sub Assy Strg Knuck LC	EA	43204-60032-O	TOYOTA
6560	Cover Assy, Clutch LC	EA	31210-36330	TOYOTA
6561	Disc Assy, Clutch LC	EA	31250-60431	TOYOTA
6570	Steering Knuckle RH LC	EA	43211-60110	TOYOTA
6571	Steering Knuckle LH LC	EA	43212-60110	TOYOTA
6572	Shaft Rear Axle RH LC	EA	41110-60A60	TOYOTA
6575	Injector Nozzle LC	EA	23600-19075	TOYOTA
6581	Speedometre LC	EA	33403-69185	TOYOTA
6589	Belt V HL	EA	90916-T2009	TOYOTA
6605	Knuckle Steering HL	EA	43212-0K030	TOYOTA
6616	Kit Clutch HL	KT	31470-0K050	TOYOTA
6619	Shaft Prop HL	EA	37140-0K030-00	TOYOTA
6624	Link Assy Stabilizer HL	EA	48820-0K030	TOYOTA
6940	Filter Air HIACE	EA	17801-30050	TOYOTA
6945	Mirror Outer RH Hilux	EA	87910-0K071	TOYOTA
6949	Handle Sub Assy FR Door Ins LH	EA	69206-10040-B6	TOYOTA
6950	Bulb 12v,60w 90981-01046	EA	90981-01046	TOYOTA
7187	Steering Pump LC	EA	44310-60450	TOYOTA
7428	Bush LC Drill Rig	EA	04484-60050	TOYOTA
7432	Glow Plug Assy LC	EA	19850-17020-O	TOYOTA
7446	Relay Glow Plug Assy LC	EA	28601-17020	TOYOTA

7464	Handle Sub Assy FR Door Ins RH	EA	69205-10040-B7	TOYOTA
7467	Cylinder Assy Clutch Release L	EA	31470-60290	TOYOTA
7809	Alternator Assy 12V HLX	EA	27060-0L021	TOYOTA
8604	Shoes Rear 04495-26240	EA	04495-26240	TOYOTA
8675	Seal 90311 - 48016	EA	90311 - 48016	TOYOTA
8772	Seal Oil Rear 90080-31110	EA	90080-31110	TOYOTA
8778	Pump Assy Vane HLX	EA	44320-0K020	TOYOTA
8854	Drum Brake 6H RR LC	EA	42431-60250	TOYOTA
9049	Rim Wheel Disc 5 Holes R16 LC	EA	42610-60320	TOYOTA
9060	Stabilizing Bar Rubber L/C	EA	48815-26020	TOYOTA
9314	Center Bolt	EA	42289-60010	TOYOTA
9361	Vehicle Battery 90A12V	EA	115-2422	TOYOTA
9420	Wheel Bearing HLX	EA	90369-T0003	TOYOTA
9498	Nut Rear Axle Lock L/C	EA	43427-60021	TOYOTA
9500	Plate, Rear Axle Lock Nut L/C	EA	42428-60011	TOYOTA
9534	Washer front wheel bearing LC	EA	90214-42030	TOYOTA
9649	V- Belt Fan LC	EA	99332-11260	TOYOTA
9651	Starter Assy Toyota LC	KT	28100-17091	TOYOTA
9770	Cross Kit	EA	04317-0K080	TOYOTA
9772	Front Axle Housing Differential	EA	43110-60320	TOYOTA
9773	Transmission Assy Unit LC	EA	33030-6A413-O/3300-6A414-	TOYOTA
9778	Cable Assy Park Brake	EA	46420-0K041	TOYOTA
9779	Support Sub Assy Frt	EA	48609-0K040	TOYOTA
9781	Jack Hilux	EA	09111-0K060	TOYOTA
9782	Rod Sub Assy HLX	EA	09150-0K080	TOYOTA
9783	Sub Assy Extension Handle Righ	EA	09114-0K010	TOYOTA
9784	Windscreen FRT LC	EA	56111-60220	TOYOTA
9785	Windscreen HL	EA	56101-0K010	TOYOTA
9801	Bearing Front Axle	EA	30369-T0003	TOYOTA
10008	Cam Belt HL	EA	13568-39015	TOYOTA
10063	Lens RR Combination Lamp LH	EA	81561-90K14	TOYOTA
10098	Brake Master Cyl Sub Assy LC	EA	47201-60831	TOYOTA
10675	Switch Level Warning	EA	84461-60080A	TOYOTA
11003	Plug Transmission Case LC	EA	90341-18006	TOYOTA
11390	Clutch Disc Assy HLX	EA	31250-0K204	TOYOTA
11392	Bolt Idle Pulley LC	EA	88446-60030	TOYOTA
11393	Pulley Cooler Compressor Idle	EA	88440-60040	TOYOTA
11465	Clip Disk Brake FR LC	EA	90468-12015	TOYOTA
11466	Pin W/Hole Disc Brake FR LC	EA	90240-06024	TOYOTA
11557	Filter Oil LC	EA	04152-38020	TOYOTA
11621	Handle Assy FR Door Outside RH	EA	69210-90K00	TOYOTA
11623	Lock Assy FR Door RH	EA	69310-60070	TOYOTA
11624	Lock Assy FR Door LH	EA	69320-60070	TOYOTA
11626	Panel Assy Back Door Trim LH	EA	64790-90K08-B0	TOYOTA
11638	Weatherstrip Back Door LH	EA	67881-60040	TOYOTA
11639	Weatherstrip Back Door RH	EA	67882-60041	TOYOTA
11712	Brake Pad FR Disc LC	EA	43512-60141	TOYOTA
11850	Brake Master Cylinder HL	EA	47201-09210	TOYOTA
11851	Wheel Nut M16 HL	EA	90942-01082	TOYOTA
11869	Switch Ignition Cyl Key LC	EA	69057-60211	TOYOTA



11895	Handle Jack Rod Sub Assy	EA	09115-OK080	TOYOTA
12025	Bolt Shaft Propeller Bus	EA	257641113201	TOYOTA
12230	Belt Assy FR Seat Outer RH HL	EA	73210-0K340	TOYOTA
12233	Belt Assy RR N01 Seat Outer LH	EA	73360-0K050	TOYOTA
13095	Bolt Front Leading Arm LC	EA	90119-16003	TOYOTA
13096	Master Clutch Cylinder LC	EA	31420-60050	TOYOTA
13100	Nut Hex LC	EA	90170-10039	TOYOTA
13128	Pump Injection Assy Supply LC	EA	22100-1C201	TOYOTA
13203	Transfer Box Assy LC	EA	36110-6E181	TOYOTA
13207	Cylinder Assy Disc Brake LH	EA	47750-60120	TOYOTA
13208	Cylinder FR Disc Brake RH LC	EA	47730-60120	TOYOTA
13210	Bearing RR Axle Shaft RH HLX	EA	90080-36217	TOYOTA
13214	Shroud Sub Assy Fan LC	EA	16711-17150	TOYOTA
13497	Stud Bolt Steering Knuckle	EA	90126-12005	TOYOTA
13500	Nut Std LC	EA	90170-12044	TOYOTA
13639	Steering Pump Belt HL	EA	99332-00825	TOYOTA
13664	Pad Kit Disc Brake FR HLX	EA	04465-0K020	TOYOTA
13665	Belt Assy FR Seat Out RH HLX	EA	73210-0K480-B0	TOYOTA
13666	Belt Assy FR Seat Out LH HLX	EA	73220-0K110-B0	TOYOTA
13667	Spindle Sub Steering Knuckle	EA	43401-60080	TOYOTA
13715	Cable Sub Assy LC	EA	84306-52100	TOYOTA
13718	Bush Sub Assy RR PRADO	EA	48706-60060	TOYOTA
13728	Tensioner Assy HLX	EA	16620-30031	TOYOTA
13731	Engine Complete D4D HLX	EA	19000-30450	TOYOTA
13732	Steering Rack End Sub Assy HLX	EA	45503-09321	TOYOTA
13739	Bolt Spring HLX	EA	90105-T0146	TOYOTA
13743	Tube FR Brake1 LC	EA	47315-60461	TOYOTA
13744	Tube FR Brake2 LC	EA	47314-60241	TOYOTA
13747	Tube RR Brake 1 LC	EA	47325-60231	TOYOTA
13748	Tube RR Brake 2 LC	EA	47324-60301	TOYOTA
13753	Switch Assy Turn LC	EA	84310-60561	TOYOTA
13754	Differential Carrier Ass FR LC	EA	41110-60830	TOYOTA
13755	Differential Carrier Ass RR LC	EA	41110-60880	TOYOTA
13757	Bulb N1 RR	EA	90981-11059	TOYOTA
13761	Control Arm Sub Assy LH HLX	EA	48069-0K040	TOYOTA
13767	Link Assy Power Steering HLX	EA	44200-0K040	TOYOTA
13768	Belt Air Con HLX	EA	90916-T2008	TOYOTA
13771	Glow Plug Assy HLX	EA	19850-54140	TOYOTA
13772	Nozzle Set HLX	ST	23600-59325	TOYOTA
13776	Brake Shoe Hold Down Cup LC	EA	47449-30020	TOYOTA
13777	Pin Brake Shoe LC	EA	47447-60010	TOYOTA
13778	Cylinder Assy LH LC	EA	47550-60120	TOYOTA
13779	Wire Parking Brake LC	EA	476161-35030	TOYOTA
13780	Spring Adjuster Lever LC	EA	90506-12031	TOYOTA
13781	Ring E Cup LC	EA	96160-00500	TOYOTA
13782	Seal Oil RR Axle LC	EA	90313-93001	TOYOTA
13955	Hub Sub Assy FR Axle RH LC	EA	43423-35010	TOYOTA
13956	Hub Sub Assy FR Axle LH LC	EA	90250-10032	TOYOTA
13957	Bolt Hub FR Axle LH & RH LC	EA	43502-69085	TOYOTA
14172	Tube FR Brake LH LC	EA	47315 - 60520	TOYOTA

15902	Nuts HIACE	EA	94130-02041	TOYOTA
15906	Arm Sub Assy FR Suspension Upp	EA	48067-29225	TOYOTA
16225	Seal Oil RR Axle Shaft Outer	EA	90313-T0002	TOYOTA
16622	Gasket Kit Axle N2 FR	KT	04050-60004C	TOYOTA
16650	Shaft Axle Inner N1 FR	EA	43411-60100	TOYOTA
16651	Shaft Axle Inner N2 FR	EA	43412-60120	TOYOTA
16653	Hub Axle Assy FR	EA	43502-69087	TOYOTA
16654	Nut Wheel Bearing	EA	43521-60011	TOYOTA
16658	Steering Rod N2	EA	45450-69255	TOYOTA
16659	Steering Rod N1	EA	45460-69255	TOYOTA
16664	Lever Parking Brake	EA	47611-35040	TOYOTA
16665	Cable Drum Brake LC	EA	47616-35030	TOYOTA
16666	Crank Parking Brake N2 RH	EA	47624-60010	TOYOTA
16667	Crank Parking Brake N1 RH	EA	47625-60010	TOYOTA
16668	Lever Auto Adjust	EA	47644-60010	TOYOTA
16669	Seat Leaf Spring	EA	48047-60090	TOYOTA
16671	Shock Absorber N1 FR	EA	48511-69675	TOYOTA
16673	Link Assy Stabilizer RR	EA	48802-60120	TOYOTA
16674	Bush Stabilizer Link RR	EA	48817-30010	TOYOTA
16680	Clamp Sub Assy Battery	EA	74404-60140	TOYOTA
16681	Cap Assy Fuel Tank	EA	77310-60100	TOYOTA
16694	Bolt Caliper FR	EA	90105-12175	TOYOTA
16696	Bolt U LC	EA	90117-14072	TOYOTA
16699	Bolt W Washer N3	EA	90119-12088	TOYOTA
16700	Bolt Swivel Hub Upper	EA	90119-12312	TOYOTA
16701	Bolt Stud Manifold LC	EA	90126-12005	TOYOTA
16706	Nut Exhaust Pipe	EA	90179-10070	TOYOTA
16707	Nut Exhaust Manifold LC	EA	90179-10128	TOYOTA
16709	Nut U Bolt Spring RR	EA	90179-14023	TOYOTA
16710	Nut Spring FR	EA	90179-16015	TOYOTA
16713	Washer C Brake RR	EA	90213-06013	TOYOTA
16714	Washer C 1.6MM	EA	90213-07010	TOYOTA
16716	Seal Type S Oil	EA	90310-36003	TOYOTA
16717	Seal Type T Oil	EA	90311-62007	TOYOTA
16721	Spring Tensioner N2 LC	EA	90506-18031	TOYOTA
16727	Ring Snap Drive Shaft N2 RR LC	EA	90520-31009	TOYOTA
16728	Ring Snap Drive Shaft N2 FR LC	EA	90520-31010	TOYOTA
16733	Gasket Exhaust Pipe N1	EA	90917-06059	TOYOTA
16735	Nut Hub LC	EA	90942-01101	TOYOTA
16736	Bolt Hub Axle RH	EA	90942-02083	TOYOTA
16741	Bolt W Washer N2	EA	91631-B0616	TOYOTA
16781	Sensor Speedometer LC	EA	83181-20040	TOYOTA
17806	Arm SubAssy FR Suspens UP LH	EA	48630-0K040	TOYOTA
17807	Arm SubAssy FR Suspens UP RH	EA	48610-0K040	TOYOTA
18019	Steering Rack End Assy LC	EA	45503-39235	TOYOTA
18033	Pump Assy Injection	EA	22100-5D180	TOYOTA
18367	Bolt Hub For Axle HLX	EA	90942-02052	TOYOTA
18849	Hub Free Wheel LC	EA	43530-60130	TOYOTA
18850	Regulator Window Assy RH	EA	69810-60090	TOYOTA
18881	Filter Air Element VGO	EA	17801-0L040	TOYOTA

18882	Filter Fuel Element VGO	EA	23390-0L070	TOYOTA
18948	Pump Power Steering VGO	EA	44310 - 0K040	TOYOTA
19662	Link Assy Stabilizer	EA	48802-60090	TOYOTA
19783	Differential Carrier N2 FR LC	EA	41110-6A311	TOYOTA
20154	Filter Oil Element LC	EA	04152-51010	TOYOTA
20155	Filter Air Cleaner LC	EA	17801-51010	TOYOTA
20156	Filter Fuel Element LC	EA	23390-51070	TOYOTA
20158	Differential Carrier RR LC	EA	41110-60A60	TOYOTA
20192	Engine Mounting HLX	EA	12361-54250	TOYOTA
20193	Brake Booster Assy HLX	EA	44610-09290	TOYOTA
20379	Lens RR Comb Lamp RH D4D/HLX	EA	81551-0K010	TOYOTA
20381	Pump Injection Assy D4D/HLX	EA	22100-0L030	TOYOTA
20382	Injector Assy D4D/HLX	EA	23670-09060	TOYOTA
20774	Hinge Door Slide Centre RH	EA	68380-26030	TOYOTA
20775	Roller Door Slide Lower RH	EA	68350-26080	TOYOTA
20776	Roller Door Slide Upper RH	EA	68310-26040	TOYOTA
20777	Lock Assy Hood LC	EA	53510-60071	TOYOTA
21836	Window Glass Sub Assy	EA	68112-60160	TOYOTA
23084	Spider Kit	EA	04371-60100	TOYOTA
23086	Drum Sub Assembly	EA	42431-26190	TOYOTA
23099	Bearing	EA	43560-26010	TOYOTA
23110	Strut Kit	EA	04943-08030	TOYOTA
23111	Spring Kit	EA	04942-26010	TOYOTA
23112	Cylinder Kit	EA	04474-26070	TOYOTA
23118	Bush	EA	48815-26370	TOYOTA
23123	Starter	EA	28100-30040	TOYOTA