

# 南非能源冶金经济特区

## 项目投资合作备忘录

### Project Investment Cooperation Memorandum in the South African Energy Metallurgy Cluster, in the Musina-Makhado Special Zone

甲方 Party A : 天洁集团有限公司 Tengy Group Co., Ltd.

地址 Address : 浙江省诸暨市牌头镇 Paitou Town, Zhuji City, Zhejiang  
Province

乙方 Party B : 南非能源冶金基地有限公司 South Africa Energy Metallurgical  
Co.,Ltd.

地址 Address : First Floor, Block 5, Bedford Office Park, 3 Riley Road,  
Bedfordview Gauteng, 2007 , South Africa

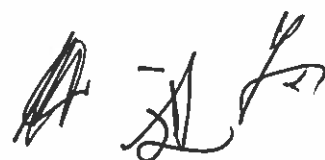
丙方 Party C : 南非林波波省经济发展署 Limpopo Economic Development  
Agency, ("LEDA")

见证方 Witness : 南非贸工部 The Department of Trade and Industry of  
Republic of South Africa, ("DTI")

甲方、乙方和丙以下单独称为“一方”，合成为“三方”。

Party A, Party B and Party C, are hereinafter referred to singularly as "party"  
and combined referred to as "the parties."

1. 甲方介绍：天洁集团是一个多元化产业的集团公司、中国民营企业 500 强  
Introduction of Party A: Tengy Group is a diversified industrial group and it is



the top 500 private enterprise in China.

2. 乙方介绍：南非能源冶金基地有限公司是南非能源冶金经济特区运营商

Introduction of Party B: South Africa Energy Metallurgical (Pty),Ltd. is the operator of South African energy metallurgical cluster in the Musina-Makhado Special Economic Zone

3. 经甲乙丙三方协商，甲乙双方拟在南非能源冶金特区合作开展铁合金材料加工制造、拟在园区内和电厂运营商、南非国家电网公司等企业合资设立电网运营公司、煤炭资源的开发利用、加工区产业投资等项目（以下简称本项目）。

After consultation between Party A, Party B and Party C, Party A and Party B intend to cooperate in the South African energy metallurgy cluster in the Musina-Makhado Special Economic Zone to carry out the processing and manufacturing of ferroalloy materials, plan to jointly establish grid operation companies, coal resources development and processing industry investment and other projects (hereinafter referred to as this project).

4. 三方同意，在本项目实施前，三方需各自取得公司内部所有必要批准以签订具有约束力的合同（以下统称“项目合同”）。项目合同具体条款待双方协商达成一致。

The parties agree that before the implementation of this project, the parties shall obtain all necessary internal approvals of their respective companies to sign a binding contract (hereinafter collectively referred to as "project contract"). The specific terms of the project contract are to be agreed to by the parties.

5. 三方希望通过本备忘录记录本项目目前的状况，本项目具体内容经过随后谈判由三方签署的项目合同最终确定。

The parties wish to record the current status of the project through this memorandum. The specific contents of the project will be finalized after the subsequent negotiation of the project contract signed by the parties.

基于上述事实，三方特达成协议如下：

Based on the above facts, the parties reach an agreement as follows:

(1) 甲方负责电熔镁砂厂（附录 1）和水泥厂（附录 2）投资建设，乙方协调解决原材料供应以及生产配套设施；

Party A is responsible for the investment and construction of fused



magnesia plants (Appendix 1) and cement plants (Appendix 2). Party B coordinates the supply of raw materials and production facilities.

(2) 甲方投资煤炭资源综合利用，加工区产业。

Party A invests in the comprehensive utilization of coal resources, processing industry.

(3) 甲方向南非派遣一个工作组，以便与乙方共同执行这一备忘录。

Party A sends a working team to South Africa to jointly implement the project memorandum with Party B.

(4) 乙方尽快澄清可能适用于“本项目”的激励措施；

Party C clarifies the incentive measures that may be applicable to "this project" as soon as possible.

(5) 乙方负责帮助甲方协调对接当地相关政府部门了解当地政策法规。

Party C takes responsibility for assisting Party A and B, to coordinate with relevant local government departments to understand local policies and regulations.

## 6. 保密资料 Confidential Data

6.1 本备忘录签署前以及在本备忘录有效期内，一方（“披露方”）曾经或可能不时向对方（“受方”）披露该方的商业、营销、技术、科学或其他资料，这些资料在披露当时被指定为保密资料（或类似标注），或者在保密的情况下披露，或者经三方的合理商业判断为保密资料（“保密资料”）。Before this memorandum is signed and during the period of its validity m, each party ('disclosing party') may disclose to the other parties (the 'recipient') from time to time any business, marketing, technological or scientific information or any other data designated as confidential (or of similar mark) at the time of disclosure, or disclosed confidentially, or reasonably judged as confidential information by the parties. None of the parties shall disclose to any third party such information as classified above, without written consent of the disclosing party.

6.2 本备忘录期满或终止后，受方应（1）向对方归还（或经对方要求销毁）包含对方保密资料的所有材料（含复印件），并且（2）在对方提出此项要求后十日内向对方书面保证已经归还或销毁上述材料。

After the expiration or termination of this memorandum, the recipient party or



parties shall (1) return to the disclosing party (or destroy as required by the disclosing party) all confidential information of the disclosing party (including copies), and (2) within 10 days after the request from the disclosing party, the recipient party or parties shall furnish to the disclosing party or parties, a written guarantee that the above confidential material has been destroyed or returned.

7. 本备忘录内容保密 This memorandum is confidential

除非按照法律规定有合理必要，未经任另一方事先书面同意，任何一方不得就本备忘录发表任何公开声明或进行任何披露。

No party may make any public statements or disclosures of its contents without prior written consent of the other party or parties, unless where reasonably necessary in accordance with the law.

8. 本备忘录的修改 Amendments of this memorandum

对本备忘录进行修改，需三方共同书面同意方可进行。

Amendments to this memorandum shall be made by mutual written consent of the parties.

9. 各方承担各自费用 The parties bear their own costs

除非本备忘录另有明确约定，任何一方应负担其从事本备忘录规定的活动所发生的费用。

Unless otherwise expressly agreed herein, either party shall bear the expenses incurred in the activities undertaken by this memorandum.

10. 不承担间接损失 No indirect loss

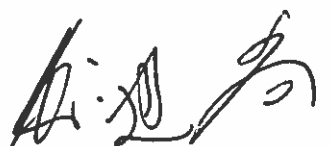
任何一方对与本备忘录有关的任何间接或附带损失或损害、商誉的损失或者损害或者收入或利润的损失不承担责任。

Neither party shall be liable for any indirect or incidental loss or damage, goodwill loss or damage, revenue or profit loss or damage related to this memorandum.

11. 本备忘录的生效和终止 The entry into force and termination of this memorandum

本备忘录经三方签字生效，至下列日期终止（以最早者为准）：

This memorandum shall be signed by the parties and shall be terminated on



the following date (whichever is the earliest):

A 三方用项目合同或本备忘录标的事项的进一步的协议取代本备忘录；

The memorandum shall be superseded by a project contract or a further agreement of the subject matter of this memorandum between the parties.

B 任何一方无须提供任何理由，提前一个月书面通知另两方终止本备忘录；或本备忘录签署 60 天后。


Each party may give a written notice for immediate cancellation of this memorandum, within 60 days of the last signature date, or by giving one month written notice to the other parties thereafter. 12. 适用法律和仲裁 Applicable law and arbitration

本备忘录适用中国法律。三方只须由于本备忘录产生的任何争议应在 30 日内通过友好协商解决；如果未能解决，任何一方可以将争议提交中国国际贸易仲裁委员会进行仲裁。

This Agreement shall be governed by and construed in accordance with the laws of South Africa. The parties shall see that any dispute arising from this memorandum shall be settled through negotiation within 30 days. If not, either party may submit the dispute to arbitration through South African law.

三方正式授权代表已于文首所载日期签署本备忘录，以兹证明。

The duly authorized representatives of the parties have signed this memorandum on the date at the beginning of the document to prove.


甲 方 Party A: 

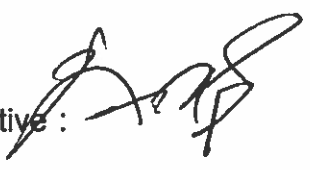
代表人 Representative :

日期 Date :

丙 方 Party C: 

代表人 Representative :

日期 Date : 

乙 方 Party B: 

代表人 Representative :

日期 Date : 

## Appendix 1

### Production Line Investment Annual Production Capacity of 100,000 tons of Fused Magnesia

The scale of this project is to annually produce 100,000 tons of fused magnesia, with an expected total investment of US\$80 million.

The product varieties are 96%-98% fused magnesia. The annual consumption of magnesite ore is 400,000 tons.

#### **1. Investor:**

Tengy Group Co., Ltd.

#### **2. Project design scope:**

The project includes technical, thermal, fused magnesite residual heat utilization, ventilation and dust removal, general plan transportation, civil engineering, water supply and drainage, fire control, power telecommunication, instrumentation, environment, environmental protection safety and industrial hygiene, budget estimation, technical economy analysis and other professional design;

#### **3. Construction scale:**

5 sets of 3500KVA electric stoves to form 5 production lines with total annual production capacity of 100,000 tons of fused magnesite.

The main production lines include: 300K volt substations, crushing systems, electric furnace smelting systems, cooling and crushing systems, inspection systems, and selection of warehouse systems by grade. Dedusting system, boiler room, air compressor, inspection laboratory, boiler room.

#### **4. Source of raw materials:**

All raw materials are purchased in local markets

## 附录 1

### 年产 10 万吨电熔镁砂生产线

本项目建设规模为年产电熔镁砂 10 万吨，预计总投资 8000 万美元，产品品种为含量 96%-98%电熔镁砂。每年需菱镁矿石 40 万吨左右。

1、投资方：天洁集团有限公司

2、项目设计范围：项目内容有工艺、热力、电熔镁余热利用，通风除尘、

总图运输、土建、给排水、消防、电力电讯、仪表、环境、环保安全与工业卫生、概算、技术经济分析等专业的设计；

3、建设规模：5台3500KVA电炉，形成5条生产线，年生产电熔镁10万吨的生产能力。主生产线包括：30万伏变电所，破碎系统、电炉冶炼系统，冷却及破碎系统，检选系统，按品位检选库房系统。除尘系统，锅炉房，空压机，检化验室，锅炉房、

4、原料来源：全部当地市场购入。

## Appendix 2

### **Production Line Investment** **Daily Production Capacity of 2,500 tons of Clinker** **by New-dry process rotary kiln cement production**

The construction scale of this project is to annually produce 1,270,000 tons of cement, with an expected total investment of US\$120 million.

The product varieties are ordinary portland cement and composite portland cement, mainly packed and sold in bulk.

#### **1. Investor:**

Tengy Group Co., Ltd.

#### **2. Project design scope:**

New-dry process rotary kiln cement production technology program, combustion system adopts low-pressure cyclone preheating decomposition system; burner adopts four-channel high-efficiency burner; clinker cooling adopts third-generation high-efficiency air cooler; adopts high-efficiency ball mill.

The project includes professional design of technology, thermal power, waste heat utilization, ventilation and dust removal, general plan transportation, civil engineering, water supply and drainage, fire protection, power telecommunication, instrumentation, environment, environmental safety and industrial hygiene, budget estimation, and technical and economic analysis,

#### **3. Construction scale:**

This project will be carried out based on the daily output of 2,500 tons of clinker by the new-dry process rotary kiln cement production line.

The annual production output of clinker is 826,000 tons and the annual production output of cement is 1.27 million tons.

#### **4. Source of raw materials:**

All raw materials are purchased in local markets

## 附录 2

### 日产 2500 吨熟料新型干法水泥生产线新建工程项目

本项目建设规模为年产 127 万吨水泥，预计总投资 1.2 亿美元，产品品种品



种为普通硅酸盐水泥和复合硅酸盐水泥，以散装为主。

3、投资方：天洁集团有限公司

4、项目设计范围：新型干法回转窑水泥生产技术方案，燃烧系统采用低压旋风预热分解系统；燃烧器采用四通道高效燃烧器；熟料冷却采用第三代高效空气冷却机；采用高效球磨机。项目内容有工艺、热力、余热利用，通风除尘、总图运输、土建、给排水、消防、电力电讯、仪表、环境、环保安全与工业卫生、概算、技术经济分析等专业的设计；

3、建设规模：本项目按日产 2500 吨熟料新型干法回转窑水泥生产线建设规模进行总体规划，形成年产 82.6 万吨熟料，年产 127 万吨水泥的总体规模。

4、原料来源：全部当地市场购入。