



Columbus Stainless

Document no.:
PUR-CON-RAW001

Title: GENERAL TERMS AND CONDITIONS FOR PURCHASING FERROUS RAW MATERIALS

Revision: 8

Implementation date: 20 September 2023

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GENERAL TERMS AND CONDITIONS FOR PURCHASING FERROUS RAW MATERIAL

Made and entered into between:

Entity Name

Entity Type – e.g (Pty) Ltd / Ltd / CC

Registration No

Registered Address

(Hereinafter referred to as "**Supplier**")

AND

COLUMBUS STAINLESS (PTY) LTD

A private company with limited liability duly incorporated in terms of the laws of the Republic of South Africa under registration No. 1999/002477/07, having its registered address at Hendrina Road, Middelburg, 1050

(Hereinafter referred to as "**Columbus**")

INITIAL: COLUMBUS

INITIAL: SUPPLIER



WHEREAS:

Columbus is a manufacturer of stainless steel and mild steel. Ferrous Raw Materials are an integral part of the process of manufacturing stainless steel. The Supplier is willing and able provide the Ferrous Raw Material, subject to the following conditions:

1. DEFINITIONS

1.1. the following terms shall have the meanings assigned to them hereunder and cognate expressions shall have corresponding meanings, namely :

1.1.1. **“Act of Insolvency”** in relation to a Party means:

the liquidation or insolvency of the Party (whether provisional or final) or the passing of a resolution for the winding up of the Party;

the appointment of a liquidator, receiver, or trustee in respect of any property of the Party;

the Party compromising or making any arrangements with its creditors for the discharge of its debts;

the commission by the Party of an Act of Insolvency as that term is defined in the Insolvency Act No. 24 of 1936, as amended or replaced;

the Party being deemed to be unable to pay its debts in terms of the Companies Act;

the Party becoming financially distressed (as defined in terms of Section 128(1)(f) of the Companies Act);

the board of the Party passing a resolution to take business rescue proceedings (as defined in terms of Section 128(1)(b) of the Companies Act) in respect of that Party or any person taking any step to apply to Court or actually applying to Court for the business rescue of the Party;

1.1.2. **“Affiliates”** means in relation to a Party, any entity that directly or indirectly Controls, is Controlled by, or is under common Control with that Party;

1.1.3. **“Agreement”** means this Agreement entered into and between Columbus and the Supplier that includes Columbus’ Order and these General Terms and Conditions for Purchasing Ferrous Raw Materials, together with any subsequent written amendments thereto issued by Columbus;

1.1.4. **“Anti-Bribery Laws”** means (i) the South African Prevention and Combatting of Corrupt Activities Act (2004), (ii) the U.S. Foreign Corrupt Practices Act 1977, (iii) the UK Bribery Act 2010, (iv) the other public and commercial anti-bribery laws which may apply and (v) international anti-corruption treaties such as the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions and the United Nations Convention against Corruption);

1.1.5. **“Conditions”** means the terms and conditions contained in the Order, and in this Agreement entered into between Columbus and the Supplier, and all attachments together with any subsequent written amendments to the Order or this Agreement. Agreement and all Annexures, duly signed by the parties;



- 1.1.6. **“Control”** means with respect to a corporation, the right to exercise, directly or indirectly, more than 50% of the voting rights attributable to the shares of the controlled corporation and, with respect to any person other than a corporation, the possession, directly or indirectly of the power to direct or cause the direction of the management or policies of such person, and the terms Controlled by, Controlling and under common Control will shall have a similar meaning;
- 1.1.7. **“Data Privacy Legislation”** means any and all laws relating to the Protection of Data or Personal Information, including POPIA;
- 1.1.8. **“Material”** means processed ferrous raw material, stainless steel scrap, mild steel scrap and carbon steel scrap.
- 1.1.9. **“Order”** means Columbus’ written Purchase Order, together with any subsequent written amendments thereto issued by Columbus.
- 1.1.10. **“Party or Parties”** means either Columbus or the Supplier or both as may appear from the context.
- 1.1.11. **“Personal Information”** shall have the meaning ascribed to it in chapter 1 of POPIA;
- 1.1.12. **“POPIA”** means the Protection of Personal Information Act No.4 of 2013, as amended from time to time, including any regulations and or code of conduct made under the Act;
- 1.1.13. **“Process or Processing”** shall have the meaning ascribed to it in Chapter 1 of POPIA.
- 1.1.14. **“Public Official”** means: (i) an employee or officer of a government entity, department, or agency; (ii) any person acting in an official capacity for or on behalf of any such government; (iii) an employee or officer of an organization authorized by the government to perform government functions; (iv) a legislator (whether full or part-time); (v) a person holding an honorary or ceremonial government position; (vi) any political party official, or candidate for political office; and (vii) where the public body is a corporation the corporation incorporated as such;
- 1.1.15. **“Sanctions”** means trade, economic or financial sanctions provisions, laws, regulations, embargoes or restrictive measures imposed, administered or enforced from time to time by a Sanctions Authority;
- 1.1.16. **“Sanctions Authority”** means the United Nations; the European Union; the Government of the United States of America; the Government of the United Kingdom; the Government of South Africa and any of their governmental authorities;
- 1.1.17. **“Sanctioned Country”** means a country or territory which is, or whose government is, subject to comprehensive (broad-based and geographically oriented) Sanctions;
- 1.1.18. **“Sanctioned Entity”** means a person or entity, which is listed on a list issued by a Sanctions Authority or is otherwise subject to Sanctions; a person who is ordinarily resident in Sanctioned Country; an entity that is located or incorporated in a Sanctioned Country; and/or an entity that is owned or controlled by a Sanctioned Entity;

2. “ACCEPTANCE OF ORDER



- 2.1. The Supplier, by signing the Order, signifies acceptance of this Agreement and these Conditions. If the Supplier accepts an Order without signing these General Terms and Conditions for Purchasing Ferrous Raw Materials or starts to deliver the Material without signing the Order and these General Terms and Conditions, the Supplier shall be deemed to have accepted the General Terms and Conditions for Purchasing Ferrous Raw Material and shall be bound by this Agreement and these Conditions.
- 2.2. This General Terms and Conditions for Purchasing Ferrous Raw Material will remain in existence and apply to each and every Order or purchase concluded between Columbus and the Supplier and the Suppliers terms and conditions shall in no way be applicable, unless agreed otherwise in writing.
- 2.3. The terms and conditions in the Order shall supersede these General Terms and Conditions.

3. SPECIFICATION OF FERROUS RAW MATERIAL

- 3.1. Size and Specifications of the Material shall be as follows:
 - 3.1.1. The Material must be declared to be free from radioactivity in accordance with the requirements of the National Nuclear Regulator (NNR).
 - 3.1.2. The grading specifications are in accordance with the Metal Recyclers Association (MRA), South Africa Iron and Steel Institute (SAISI) and South Africa Institute of Foundries (SAIF) agreed to "Guidelines & Specifications for Recycled Ferrous 2000", which in essence is an adaptation of the Institute of the Scrap Recycling Industries (ISRI) specifications.
 - 3.1.3. Unless specified elsewhere in this Agreement or an Order, the standard size for the Material is 1 000mm x 500mm maximum.
 - 3.1.4. Pipes with a diameter >300mm, should be cut across the diameter.
 - 3.1.5. The Material should be of a form that will not induce entanglement (i.e. steel wire rope and re-enforcing bar must be cut to 1 500mm lengths maximum).
 - 3.1.6. Enclosed containers must be punctured with more than one hole of at least 100mm in diameter to prevent entrapment of water or other liquid's.
 - 3.1.7. All bales must be tightly compressed and secured as defined in ISRI 208 and 216 for handling with a grab and may not unravel.
- 3.2. Exclusions - Non-Conforming Material
 - 3.2.1. Material arising from Phoskor Works or any Tin Mines shall not be supplied to Columbus.
 - 3.2.2. High density coolant Material shall be rust-free and contain no zinc coated or painted products.
 - 3.2.3. The items listed hereunder should not be mixed into the Material supplied to Columbus:
 - 3.2.3.1. Explosive or explosive related products;
 - 3.2.3.2. Radioactive material;
 - 3.2.3.3. Rail accessories i.e. sleepers, fish plates, base plates, sleeper bolts, rail clips or rail brake shoes;
 - 3.2.3.4. Cast iron and castings i.e. engine blocks, manifolds, electric motor housings and armatures.;



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- 3.2.3.5. Gas cylinders, fire extinguisher's and bottles;
- 3.2.3.6. Material without the appropriate punctures i.e. enclosed containers, shock absorbers, hydraulic cylinders;
- 3.2.3.7. Drill steel rods and core with high manganese levels;
- 3.2.3.8. Non magnetic Material and manganese steels;
- 3.2.3.9. Compressed tins i.e. beer or cold drink cans;
- 3.2.3.10. Tangling material;
- 3.2.3.11. Components containing oil i.e. engine blocks;
- 3.2.3.12. Non-metallic and Non-ferrous material i.e. soil, plastic, solder, lead, sediment build-up, rubber, cement, wood, dirt, coal, carburetors, copper, galvanized zinc, plated mild steel, brass or bearings .

3.2.4. Non-conforming Material shall be viewed as a material breach of this Agreement and shall not be accepted by Columbus and be returned to the Supplier at no cost to Columbus.

3.3. Chemical Analysis

The specification of all Ferrous Raw Material should be as detailed below:

	<i>C</i>	<i>Co</i>	<i>S</i>	<i>P</i>	<i>Mn</i>	<i>Si</i>	<i>Sn</i>	<i>Fe</i>	<i>Mo</i>	<i>Cr</i>	<i>Ni</i>	<i>Cu</i>
Min	-	-	-	-	-	-	-	97.0%	-	-	-	-
Max	0.50%	0.025 %	0.035 %	0.03%	1.00%	0.50%	0.01%	100%	0.10%	0.20%	0.45%	0.35 %

Coolant and new black bales have the same specifications, except the following

	<i>C</i>	<i>Mn</i>
Average	0.300%	0.400%

3.4. Grading

Columbus Grade	ISRI Code	Item	Description
A201	200/201 /202	No. 1 Heavy Melting Steel	Heavy melting steel scrap 6mm and over in thickness. Individual pieces not over 1000mm x 500 mm, prepared in a manner to ensure compact charging.
A204	204	No. 2 Heavy Melting Steel	Steel scrap, maximum size 1000mm x 500mm. May include automobile scrap, properly prepared.
A205	205	No. 2 Heavy Melting Steel	Steel scrap, maximum size 1000mm x 500mm. May include automobile scrap, properly prepared however, to be free of thin gauged material. Minimum 3.2mm and over in thickness.

INITIAL: COLUMBUS

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A207	207	Bushelings	Clean steel scrap, not exceeding 300 mm in any dimensions, including new factory bushelling (e.g. sheet clippings, stampings, etc). May not include old auto body and fender stock. Free of metal cotated, limed, vitreous enameled, and electrical sheet containing over 0.5% Si.
A208	208	No. 1 Bundles (New Black Bales)	New black steel sheet scrap, clipping or skeleton scrap, compressed to bales. 600mm x 600mm Maximum size and weighing not less than 1 200kg per cubic meter. A208 (local) and B208 (imported).
A209	209	No. 2 Bundles	Old black steel sheet scrap, compressed to bales. 600mm x 600mm Maximum size and weighing not less than 1 200kg per cubic meter. May not include tin or lead-coated material or vitreous enamelled material.
A211	211	210/211	Homogeneous shredded steel scrap, magnetically separated. Average density 1 120kg per cubic meter.
A236	236	Structural Steel	Cut structural and plate steel scrap, crop ends, shearings or broken steel tires. Dimensions not less than 6mm in thickness, not over 1 000mm in length and 500mm in width.
A242	242	Foundry Steel	Steel scrap 3mm and over in thickness, not over 600 mm in length or 500 mm in width. Individual pieces free from attachments. May not include nonferrous metals, cast or malleable iron, cable, vitreous enamelled or metal coated material
A249	A249	Chargeable Slab Crops	Chargeable steel slab crops, maximum size 1 000mm x 500mm (mass per piece, maximum 1000kg).
A28C	(28C)	Rail Steel (Cropped Rail Ends)	Rail steel, no.2 cropped rail ends. Standard section, original weight 25 kg per meter and over, 1000mm long and under.
B024	(24)	Rail Road Melting Steel No. 1	Rail truck steel scrap, maximum size 1 000mm x 500mm x 6mm and over in thickness. May include pipe ends and material 3mm - 6mm in thickness, not over 380mm x 380mm. Individual pieces cut so as to lie reasonably flat in charging box.
B211	207A	New Black Sheet Clippings	Clean steel scrap, not exceeding 600mm by 600mm in any dimensions, including new factory bushelling (e.g. sheet clippings, stampings, etc). May not include old auto body and fender stock. Free of metal cotated, limed, vitreous enameled and electrical sheet containing over 0.5% Si.
C211		Coolant	Low alloy coolant scrap. Ball shaped scrap, smaller than 60mm in diameter and larger than 10mm x 10mm x 5 mm, average density 2 000kg per cubic meter.



4. TRANSPORT

- 4.1. All grades of Material will be delivered with a vehicle that can tip the load, i.e. back-tipper trucks only and/or back opening containers that can be tipped. Specific exclusions must be pre-arranged, i.e. delivery on flat bed trucks or with side-tipper trucks. The request must be made in writing and approved by Columbus.
- 4.2. In the event of breakdowns of vehicles and/or part of or combination of the vehicle, it will be the Supplier's responsibility to ensure the vehicle or combination is removed from site as soon as is reasonably possible. Any costs incurred as a result shall be for the Suppliers account.
- 4.3. In the event that the Suppliers vehicle breaks down at a critical place, or obstructs Columbus' production process, Columbus shall have the right to immediately remove the Suppliers vehicle from the Columbus Site, and all costs incurred may be set off from any amounts which may become due or owing to the Supplier.

5. DELIVERY

- 5.1. The Material shall be delivered DDP (Incoterms 2020) to the specified Columbus Raw Material stockpile, Off Hendrina Road, Middelburg.
- 5.2. The Supplier shall be responsible for unloading the material onto the correct Columbus Raw Material stockpile.
- 5.3. The Supplier shall deliver the Material on the date as specified in the Order.
- 5.4. The Supplier shall provide the following documentation on delivery of Material to Columbus.
 - 5.4.1. Delivery notes for road deliveries contain the following information:
 - 5.4.1.1. Columbus' registered Suppliers name
 - 5.4.1.2. Columbus' purchase order number.
 - 5.4.1.3. Columbus' material item code.
 - 5.4.2. Printed weigh bridge ticket containing gross, tarre and net mass for each road truck and weigh in and weigh out time and date.
 - 5.4.3. Radioactive test certificate stating unit of measure, alarm setting and alarm detected.

6. OWNERSHIP AND RISK

Transfer of title and risk will pass on the date when the material is off loaded into the specified stockpile and accepted by Columbus..

7. RADIOACTIVITY

- 7.1. Columbus will not accept any Material deliveries that trigger our Radio Active detection units.
- 7.2. The Supplier shall provide together with the other documents in 5.3 above, a radioactive certificate for each lot supplied to Columbus. A lot will comprise one load (30 metric tons or less).
- 7.3. The allowable maximum limit of Radioactivity of scrap tested at the Supplier's point is 114 nSv / hr.
- 7.4. Columbus will notify the Supplier, and the NNR (National Nuclear Regulator) in the event of Columbus' Radio Actvice unit being triggered.



7.5. When the NNR confirms a load as radioactive, Columbus will impose a penalty of R50 000(fifty thousand rand) per load, against the Supplier.

7.6. The penalty shall be payable by the Supplier within 7 (seven) days from date of written notice by Columbus, failing which the full penalty amount may be set off from any amounts which may become due or owing to the Supplier.

Should any radioactivity whatsoever be detected by Columbus metering equipment and declaration be granted by NNR, the material shall be promptly returned to Supplier, which shall assume all damage and expenses, particularly those of locating, transportation and handling of the radioactive part which shall be deemed the property of the Supplier. In any event if the NNR requires the load to be re-routed all costs incurred for re-routing the load shall be for the Suppliers account. If despite the controls and detection systems established by both parties, any scrap containing radioactive part(s) is melted down in the Columbus' steelworks, the Supplier shall assume all the expenses of decontamination and handling of the radioactive waste, and shall also indemnify Columbus and third persons, for any damages caused as a result.

7.7. In the event that the supplier does not have a Radio Active detection unit, the supplier needs to inform Columbus in writing. The supplier will in such a case be absolved from 7.2, but will have to comply with the remainder of paragraph 7.

8. QUANTITY

8.1. Columbus will furnish the Supplier with a written purchase order indicating volumes required.

8.2. Columbus reserves the right to increase or decrease the volumes, as may be required by the production schedule.

9. CONSIGNMENT STOCK

In certain instances, Parties may mutually agree in writing to the terms of the supply of Material on a consignment stock basis. In the event of Consignment stock being applicable, the following conditions shall apply:

9.1. Ownership and full title to the Consignment Material shall remain with the Supplier until such time as a notification has been issued by Columbus.

9.2. Columbus shall bear the risk in the Consignment Stock from the time the Material is offloaded onto Columbus raw material stockpiles and while the Material remains in consignment stock.

10. MASS DETERMINATION

10.1. The mass of the Material shall be determined by Columbus' assized weighbridge, which shall constitute prima facie proof of the tonnages of Material delivered to Columbus.

10.2. In the event that there is a mass difference of more than 250 kilograms up or down, Columbus reserves the right to investigate such discrepancy after notice to the Supplier. The Supplier shall be entitled to request a copy of the assizing certificate of the Columbus' weighbridges.



- 10.3. In the event where there is a mass difference of more or less than 250kg in net weight between the Suppliers mass and Columbus' mass the vehicle will be reweighed at the 3RD Scale.
- 10.4. The Parties agree that the 3rd scale shall constitute prima facie proof of the tonnages received by Columbus.

11. PRICE

- 11.1. All prices are inclusive of all duties, charges, licenses and other fees but exclusive of VAT. This Agreement shall be subject to VAT as imposed by the South African Revenue Service as per the Purchase order.
- 11.2. Payment is subject to any deductions and retentions authorized in terms of these conditions and the performance by the Supplier of all of its obligations in strict accordance with the terms of the Order. Payment will be made in the currency specified in the Order.
- 11.3. Payment made by Columbus will not affect the rights of Columbus hereunder or be interpreted as approval or acceptance of the Material.

12. PAYMENT AND TERMS OF PAYMENT

- 12.1. Payment shall be made, without prejudice to the rights of Columbus, under any of the terms and conditions of this Agreement provided that:
- 12.1.1. A valid tax invoice, debit note or credit note is received by Columbus Stainless, Attention: Creditors Control, Private Bag 251844, Middelburg, 1050 or in the case of electronic invoices is e-mailed to finance.creditors@columbus.co.za, on or before the:
- 7th day of the month following the month of deliveries.
- 12.1.2. All invoices, debit notes or credit notes must be as required by the Value Added Tax Act 89 of 1991 as amended. In addition, electronic invoices must comply with the Tax Administration Act 28 of 2011, the VAT 404 Guide for Vendors and the VAT News 20.
- 12.2. Payment shall be based on the net mass as set out in Clause 10.
- 12.3. The Material delivered (gross and tarred) up to 12:00 the last day of the calendar month shall be deemed as Material delivered during the delivery month, and all Material delivered after shall fall into the next delivery month, unless Columbus specifies it differently due to production requirements.
- 12.4. In the event that a tax invoice is received after the date specified, payment may be deferred until the accounts for the next payment period falls due.
- 12.5. Columbus shall not pay any interest on any late payments due to incorrect Supplier invoices.
- 12.6. Columbus standard payment terms are sixty (60) days from the end of the month of delivery, unless otherwise agreed to in writing.

13. NON-EXCLUSIVE SUPPLY

- 13.1. Columbus shall purchase the Material from the Supplier on an "as and when" required basis, at Columbus' sole discretion.



13.2. This Agreement shall not amount to an exclusive supply Agreement and Columbus shall be entitled to use other suppliers should it so require.

14. TESTING AND INSPECTION

14.1. Columbus, its authorized representatives and any independent inspection authority appointed by Columbus shall have the right:

- 14.1.1. to inspect and test the Material at all reasonable times prior to delivery at the Supplier's works or after delivery at Columbus works, as Columbus may deem necessary or desirable;
- 14.1.2. to audit the Supplier's quality assurance systems.
- 14.1.3. to raise a SQIN (Supply Quality Improvement Note), which will be communicated to the Supplier to notify them of non- conforming material.

15. SUBCONTRACTING

15.1. The Supplier shall not sub-contract the whole or any part of this Agreement without the prior written consent of Columbus, which consent shall not be unreasonably withheld.

15.2. Should Columbus consent to the sub-contracting of the transportation of Material terms of this Agreement, the Supplier must as a minimum ensure that their transport subcontractor complies with the following requirements:

- 15.2.1. That their trucks are in a good and roadworthy condition, well maintained and regularly serviced to transport Material in terms of this Agreement;
- 15.2.2. That their employees have the necessary skill, experience and licenses to operate the trucks;
- 15.2.3. That they have appropriate liability insurance for any damage caused while rendering services to Supplier

15.3. Subcontracting shall not relieve the Supplier from any liability or obligation under this Agreement and the Supplier shall be responsible for the acts and defaults of any subcontractor, their agents, servants or workmen as fully as if they were the acts and defaults of the Supplier.

15.4. Columbus reserves the right to cancel this Agreement, without any payment whatsoever, in the event of the Supplier's breach of this clause.

16. TIME OF ESSENCE

16.1. The time specified in this Agreement for delivery of the Material is of the essence and of the utmost importance. This Agreement is concluded on the definite understanding that delivery shall be affected not later than by the date or dates as agreed to by the Parties. Partial delivery is not permitted without Columbus' written approval. The Supplier shall furnish such programs of production and delivery as Columbus may reasonably require. The Supplier shall notify Columbus within 3 (three) days if it becomes evident that compliance to the agreed delivery dates or volumes will be compromised.

16.2. If the Supplier's performance is behind schedule, Columbus shall have the right and discretion by notice in writing in addition to its other remedies, to require that the Supplier immediately takes appropriate corrective



action. In the event that corrective action is not taken within a reasonable time as requested by Columbus, it shall amount to a material breach of the conditions hereto.

17. WARRANTIES

17.1. The Supplier is a Ferrous Raw Material Metal Supplier and warrants that:

- 17.1.1. It shall comply fully with all the laws and specifically all Occupational Health, Safety and Environmental Laws;
- 17.1.2. It shall obtain all the necessary permits or Environmental Authorizations in order to handle, transport and deliver the Material;
- 17.1.3. it is fully experienced and properly organized, financed, equipped, staffed, qualified, licensed and fully compliant with all relevant legislation;
- 17.1.4. it is able to fulfill its obligations in terms of this Agreement and comply with Columbus' standard policies and procedures applicable to this Agreement. The Supplier undertakes to obtain the applicable Columbus' standard policy and procedures from Columbus on or before commencement of this Agreement;
- 17.1.5. should the Transport and Materials used in this Agreement not be as warranted by the Supplier, Columbus shall be entitled to the remedies available to it in law and as set out in this Agreement;
- 17.1.6. should any aspect of the Supplier's business change with the effect that the Supplier is no longer able to carry out its obligations in accordance with this Agreement, it will immediately notify Columbus in writing. This may include a change in shareholding or management.

17.2. Should the Supplier not comply with the above warranties, Columbus shall in its discretion, have the right to terminate this Agreement immediately. The Supplier shall in terms of this Clause 17 have no claim for damages or right of recourse against Columbus for such termination.

18. INDEPENDENT SUPPLIER

The relationship, which the Supplier and its subcontractors hold to Columbus, is that of an independent Supplier. It shall serve as an independent Supplier, and under no circumstances shall it be, or be deemed to be, a partner, joint venture partner or employee of Columbus in the performance of its duties and responsibilities pursuant to this Agreement.

19. USE OF EITHER PARTIES' NAME, TAKING OF PHOTOGRAPHS AND PUBLICITY

19.1. Neither Party shall use or disclose the name of the other Party in any advertising, media related or publicity material, nor make any form of representation or statement in relation to this Agreement which would constitute an expressed or implied endorsement by either party of any commercial product or service, or authorize others to do so without having obtained prior written authorization from the other Party.

19.2. The Supplier may not take any photographs of the Columbus Site or the Columbus operations



20. INDEMNITY AND INSURANCE

- 20.1. The Supplier accepts full and final responsibility for the loading, transport and delivery of the Material to Columbus' site.
- 20.2. The Supplier hereby holds harmless and indemnifies Columbus from all liabilities, claims, costs (including reasonable attorneys fees) expenses, damages, injuries, death, demands and proceedings caused by or arising out of or incidental to the failure of the Supplier to perform its obligations in terms of the Order or this Agreement.
- 20.3. The Supplier shall procure and maintain until the fulfillment of all its obligations under the Order, the following minimum insurances acceptable to Columbus:
 - 20.3.1. Adequate insurance to cover the full replacement value of the Materials sold hereunder until deliver to the delivery point specified in the Order; and
 - 20.3.2. Any insurance which may be required by law or with respect to the Suppliers employees; and
 - 20.3.3. Insurance in respect of legal liability for accidental death or injury to third parties (which includes subcontractors or workmen of the Supplier) or damage to the property of third parties arising out of and occurring during the execution of the Services in terms of the Order.
- 20.4. Any costs that occur out of any damages on Columbus site caused by the Supplier or its subcontractors, whether it is environmental or in any other way, will be for the Suppliers account.

21. FORCE MAJEURE

- 21.1. Save to the extent that such liability is covered in terms of appropriate insurance cover, neither party shall be liable for inability to perform, or delayed performance in terms of this Agreement or any Order should such inability or delay arise from any cause beyond the reasonable control of that party hereinafter referred to as a "Force Majeure" event.
- 21.2. For the purposes of this clause, a Force Majeure event shall without limitation to the generality of the a foregoing, be deemed to include strikes, lock-outs, accidents, fire, explosions, theft, war (whether declared or not), invasion, acts of foreign enemies, acts of God, hostilities, riot, civil insurrection, flood, earthquake, lightning, act of local or national government, martial law, or any other cause beyond the reasonable control of the Parties.
- 21.3. In the event that any such delay occurs or is anticipated, the party delayed or anticipating delays, shall immediately notify the other party in writing of the delay and shall provide proof thereof by means of official certificates and/or attestations, legally authenticated, by not later than 7 (seven) days from the party's first becoming aware of the Force Majeure event.
- 21.4. In the event of a delay, the party delayed shall, at no cost to the other party, exercise due diligence to shorten and avoid further delay and shall keep the other party advised as to the continuance of the delay and steps taken to shorten or terminate the delay. The Supplier shall not in any event be entitled to additional or extra compensation for any losses whatsoever due to the causes or events described above.
- 21.5. During Force Majeure occasioned by the Supplier in which it is unable to supply the full quantity of Material required by Columbus, the Supplier shall endeavor to acquire the Material from third parties.



- 21.6. Should the Force Majeure continue for a period longer than 14 days, either party may terminate this Agreement or the Order by means of a written notice to the other party.
- 21.7. The Supplier warrants that it is not aware of any circumstances at this time, which would inhibit its ability to perform its obligations in terms of this Agreement.

22. CONFIDENTIALITY AND DATA PROTECTION

- 22.1. Any information as obtained by either Party to this Agreement in terms of, arising from or relating to the conclusion or implementation of this Agreement, shall be treated as confidential by such Party and shall not be divulged or permitted to be divulged to any person not being a Party to this Agreement without the prior written consent of the other Party, save to the extent that any such information is already in the public domain, subsequently becomes lawfully part of the public domain by publication or otherwise; is disclosed pursuant to a requirement or request by operation of law, regulation or court order or is or becomes available to a Party from a source other than the Party which is lawfully entitled without any restriction on disclosure to disclose such information.
- 22.2. The Parties agree to use the same standard of care (which shall not amount to less than a reasonable standard of care) in protecting the information, as it would protect its own information.
- 22.3. Columbus adheres to the provisions of SA Data Privacy Legislation. Kindly refer to Columbus' data privacy statement at <https://www.columbus.co.za/about/informationsecurity.html>
- 22.4. By signature to this agreement, the Supplier consents to the processing of their Personal Information in line with Columbus' data privacy statement.

23. BREACH AND DISPUTE RESOLUTION

- 23.1. Either Party may terminate this Agreement with immediate effect by notice in writing to the other Party if the other Party commits or is the subject of an Act of Insolvency.
- 23.2. In addition to the provisions of clause 23.1 above, should the Supplier commit a breach of any of the Conditions of this Agreement and fail to remedy such breach within 7 (seven) days of receipt of a written notice from Columbus requiring the breach to be remedied, Columbus shall be entitled to cancel and terminate the Agreement, without payment of any compensation to the Supplier for any damages whatsoever including loss of business and/or damages resulting from such cancellation. Any cancellation in terms of this clause 23 shall take effect from the date of the written notice of cancellation.
- 23.3. In the event of this Agreement being cancelled in terms of this clause 23, then notwithstanding any other rights, which may accrue to Columbus under any of the terms and conditions of this Agreement or in law, such cancellation, shall be without prejudice to any claim for damages, which Columbus might have against the Supplier.

24. CESSION AND ASSIGNMENT



24.1. No Party shall be entitled to cede or assign its rights or obligations in terms of this Agreement, without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

24.2. In considering whether it should consent to a cession as provided for in clause 24.1, Columbus is entitled to require that both the Supplier and the third party cessionary provide it with original letters, and such other documents as Columbus may require to satisfy itself that the Supplier genuinely intends to cede its rights in respect of any amounts payable by Columbus to such third party cessionary.

25. **HARDSHIP**

In the event that Columbus' production of stainless steel drastically reduces due to adverse market conditions, then subject to providing notification to the Supplier Columbus, shall within 30 (thirty) days from the date of notification be excused of its obligations until such time as the adverse market conditions have passed.

26. **STATUTES AND REGULATIONS**

It is a condition precedent that the Supplier will not enter Columbus' site or commence work unless and until the supplier, its subcontractors and their respective employees, servants, agents, licensees and invitees has signed the written agreement in terms of the Occupational Health and Safety Act, 1993 and the National Environmental Management Act, no. 107 of 1998 and until the Supplier has received permission to do so from the applicable Columbus Manager, Engineer or Risk Control Incumbent.

27. **APPLICABLE LAW AND JURISDICTION**

This Agreement is to be interpreted and implemented in accordance with the law of the Republic of South Africa.

28. **GOOD GOVERNANCE**

Both parties and their representatives will have to comply with the obligations contained in this Agreement, as well as with all the applicable regulations, especially the regulations concerning money laundering and anti-corruption. The parties shall observe and respect the principles of the Global Compact Initiative. The said principles essentially concern the protection of human rights, minimum employment conditions, environmental responsibility and the prevention of corruption. Further information can be obtained at www.unglobalcompact.org with regard to the Global Compact Initiative.

29. **ANTI- BRIBERY AND CORRUPTION**

29.1. Each Party represents that it is familiar with the Anti-Bribery Laws.

29.2. Each Party represents that the performance under this Agreement will be made in compliance with the Anti-Bribery Laws.

29.3. Each Party warrants that it and its Affiliates have not made, offered, or authorised and will not make, offer, or authorise with respect to the matters which are the subject of this Agreement, any payment, gift, promise or



other advantage, whether directly or through any other person or entity, to any person (including a Public Official) where such payment, gift, promise or advantage would violate the Anti-Bribery Laws.

- 29.4. Neither Party shall make any unofficial payment to a Public Official to speed up an administrative process where the outcome is already pre-determined (facilitation payment) in the performance of its obligations in terms of this Agreement.
- 29.5. Each Party agrees to maintain adequate internal controls and to keep accurate and complete records that support the payments due and all transactions under this Agreement.
- 29.6. Each Party represents that, to the best of its knowledge and belief, and save as disclosed to the other Party, neither it nor any of its personnel has been investigated (or is being investigated in relation to any breach of the Anti-Bribery Laws by any law enforcement, regulatory or other governmental agency or has admitted to; or been found by a court in any jurisdiction to have engaged in, any breach of the Anti-Bribery Laws, or been debarred from bidding for any contract or business;. Each Party agrees that if, at any time, it becomes aware that any of the representations set out at in this clause is no longer correct, it will notify the other Party of this immediately in writing.
- 29.7. Each Party agrees to notify the other Party immediately upon receipt of any solicitation, demand or other request for anything of value relating to the subject matter of this agreement where such payment, gift, promise or advantage would violate the applicable Anti-Bribery Laws.
- 29.8. Each Party further undertakes, that should it be notified by another Party of its concerns that there has been a violation of an anti-bribery clause, it shall cooperate in good faith with that Party and its representatives in determining whether such violation has occurred, and shall respond promptly and in reasonable detail to any notice from that Party, and shall furnish documentary support for such response upon that Party's request.
- 29.9. Each Party may request that the other Party provide a certification to the effect that neither it nor any of its Affiliates, directors, officers, agents or other representatives acting on its behalf in connection with the performance under this Agreement have engaged in any transaction or activity in violation of these anti-bribery clauses. Upon request a Party shall deliver such certification within 10 (ten) business days.
- 29.10. Each Party (the "Indemnifying Party") shall be liable for and shall indemnify, defend and hold the other (the "Indemnified Party") harmless to the maximum extent provided in law from and against any reasonable claims, losses, costs, fees, payment of interest, fines or other liabilities incurred in connection with or arising from the investigation of, or defence against, any litigation or other judicial, administrative, or other legal proceedings brought against the Indemnified Party by a regulator or governmental enforcement agency as a result of acts or omissions by the Indemnifying Party, its Affiliates, employees or entities acting on its behalf in violation of, or alleged violation of, the Anti-Bribery Laws.
- 29.11. Any breach of, or failure to comply with, the provisions in this clause shall be deemed material and shall entitle the non-breaching Party to terminate this Agreement forthwith.
- 29.12. The indemnity contained in this clause shall survive the termination of this Agreement.

30. SANCTIONS

- 30.1. Each Party represents that it is familiar with the relevant Sanctions imposed by the Sanctioned Authority



and, to the extent which such Sanctions apply to a Party, its performance under this Agreement will be made in compliance with the applicable Sanctions.

- 30.2. The Parties confirm that, to the extent that such Sanctions apply to the said Party, they have implemented and maintain in effect policies and/or procedures designed to facilitate compliance by the Parties, their respective directors, officers, employees and agents as well as their controlled subsidiaries, subcontractors, suppliers and customers with all applicable Sanctions.
- 30.3. Each Party confirms that it is not a Sanctioned Entity, not owned or controlled by a Sanctioned Entity and that, to the best knowledge of such Party, neither of its directors, officers, employees, or agents, or the directors, officers, employees, or agents of its subsidiaries, is a Sanctioned Entity.
- 30.4. To the extent permitted by law, the Supplier shall ensure that the Goods have no origin in, and are not transported through and has no destination in, a Sanctioned Country.
- 30.5. Neither Party shall be obliged to perform any obligations required by this Agreement if it would be in violation of, inconsistent with, or expose such Party to punitive measures under laws and regulations applicable to it relating to Sanctions.
- 30.6. Any Party shall be entitled, without incurring any liability, to terminate or suspend this Agreement with immediate effect if the performance of this Agreement is in any way restricted or prohibited by Sanctions.

31. DOMICILIUM CITANDI ET EXECUTANDI

The Parties choose as their *domicilia citandi et executandi* for all purposes under this Agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature, the addresses as they appear on the 1st page of this Agreement..

32. WHOLE AGREEMENT, NO AMENDMENT

- 32.1. This Agreement constitutes the whole Agreement between the parties relating to the subject matter hereof.
- 32.2. No amendment or consensual cancellation of this Agreement or any provision or term hereof or of any Order, bill of exchange or other document issued or executed pursuant to or in terms of this Agreement and no settlement of any disputes arising under this Agreement and no extension of time, waiver or relaxation or suspension of any of the provisions or terms of this Agreement, shall be binding unless recorded in a written document signed by both parties Any such extension, waiver or relaxation or suspension which is so given or made shall be strictly construed as relating to the matter in respect whereof it was made or given.
- 32.3. To the extent permissible by law no party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein, whether it induced this Agreement and/or whether it was negligent or not.



Columbus Stainless

Document no.:
PUR-CON-RAW001

Title: GENERAL TERMS AND CONDITIONS FOR PURCHASING FERROUS RAW MATERIALS

Revision: 8

Implementation date: 20 September 2023

Page 17 of 17

FOR AND ON BEHALF

OF _____

SIGNED AT _____ **ON THIS** _____ **DAY OF** _____ **20**__

NAME:
Duly authorized

NAME:
Duly authorized

CAPACITY: _____

CAPACITY: _____

FOR AND ON BEHALF OF COLUMBUS STAINLESS (PTY) LTD

SIGNED AT _____ **ON THIS** _____ **DAY OF** _____ **20**__

Manager Raw Materials Procurement
E A C Elmes

General Manager Procurement
J.P. Van Der Walt