



Columbus Stainless

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Title: GENERAL TERMS AND CONDITIONS FOR PURCHASING OF RAW MATERIALS

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GENERAL TERMS AND CONDITIONS FOR PURCHASING RAW MATERIALS

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

1. DEFINITIONS

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

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;

1.2 "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);

1.3 "Agreement" means this Agreement entered into and between Columbus and the Supplier and includes Columbus' Purchase Order and these General Terms and Conditions, together with any subsequent written amendments thereto issued by Columbus;

1.4 "Bulk material" means all Raw Materials that are ordered in large quantities;

1.5 "Conditions" means the terms and conditions contained in the Purchase Order and this Agreement entered into between Columbus and the Supplier, and all attachments together with any subsequent written amendments to the Purchase Order or this Agreement, duly signed by the Parties;

1.6 "Columbus Site" means Dr Mandela Road, Middelburg, Mpumalanga;

1.7 "Dry mass" means the dried raw material excluding the moisture content percentage;



- 1.8 “**Incoterm**” means Incoterms 2020 as published by the International Chamber of Commerce;
- 1.9 “**Packaging mass**” means anything used to contain, protect, handle, deliver or present the Raw Material, it includes items such as boxes, pallets, crates, containers, tubes, cores bags and sacks, tape and materials for wrapping;
- 1.10 “**Party or Parties**” means either Columbus or the Supplier or both as may appear from the context;
- 1.11 “**Purchase Order**” means Columbus’ written Purchase Order, together with any subsequent written amendments thereto issued by Columbus;
- 1.12 “**Raw Material**” means the Raw Material as defined in the Purchase Order;
- 1.13 “**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 “**Silo**” means a structure for storing bulk materials;
- 1.14 “**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;
- 1.15 “**Sanctioned Country**” means a country or territory which is, or whose government is, subject to comprehensive (broad-based and geographically oriented) Sanctions;
- 1.16 “**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;
- 1.17 “**Silo**” means a structure of storing bulk materials;
- 1.2 The rules of interpretation of contracts that a contract shall be interpreted against the Party responsible for the drafting and preparation of the contract shall not apply to this Agreement.
- 1. ACCEPTANCE OF PURCHASE ORDER**
- 1.1. The Supplier, by signing the Purchase Order, signifies acceptance of this Agreement and these Conditions. If the Supplier accepts the Purchase Order without signing this Agreement and delivers the Raw Material to Columbus’ Site, the Supplier shall be deemed to have accepted the Conditions for Purchasing Raw Material and shall be bound by this Agreement and these Conditions.
- 1.2. This General Terms and Conditions for Purchasing Raw Material will remain in existence and apply to each and every Purchase Order or purchase concluded between Columbus and the Supplier and the Suppliers terms and conditions shall in no way be applicable, unless otherwise agreed to in writing.
- 1.3. The terms and conditions in the Purchase Order shall supersede these General Terms and Conditions

**2. SPECIFICATION OF RAW MATERIAL**

- 3.1 The chemical and physical specifications, size and packaging of the Raw Material shall be defined in the Purchase Order. The Supplier shall ensure that the Raw Material complies in every aspect with the specification's set out in the Purchase Order.
- 3.2 If the Raw Material is not totally dry, then the moisture content must be reported to determine the Dry mass.

3. TRANSPORT

- 3.1. The Raw Material shall be delivered by the Supplier to Columbus as specified in the Purchase Order. If there is a specific transport arrangement it must be pre-arranged and clearly stated in the Purchase Order
- 3.2. In the event of a breakdown of the Suppliers vehicle and/or part of or combination of the vehicle on the Columbus Site, it will be the Supplier's responsibility to ensure the vehicle or combination is removed from the Columbus Site within 2 (two) hours . All costs incurred as a result of the removal of the vehicle shall be for the Suppliers account.
- 3.3. In the event that the Suppliers vehicle breaks down at a critical place, or obstructs Columbus' production process, or the Supplier does not remove their vehicle as per 3.2 , 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.

4. DELIVERY

- 4.1. The Raw Material shall be delivered to Columbus as set out in the Purchase Order.
- 4.2. The Supplier shall deliver the Raw Material on the date as specified in the Purchase Order.
- 4.3. The Supplier shall provide the following documentation to Columbus' weighbridge on delivery of Raw Material to Columbus namely:
- 4.3.3. Delivery notes for road deliveries must contain the following information:
- 4.3.3.1. Columbus' registered Suppliers name;
 - 4.3.3.2. Columbus 'Purchase Order number;
 - 4.3.3.3. Columbus' Raw Material item code.
- 4.3.4. Bulk Materials: A printed weigh bridge ticket containing gross, tarre and net mass for each road truck and weigh in, weigh out time and date.
- 4.3.5. Packed Raw Materials: A printed weigh bridge ticket containing gross, tarre and net mass for each road truck and weigh in, weigh out time and date, stating gross, tarre net and packaging mass.

5. RISK & OWNERSHIP

Risk will pass according to the Incoterm stated on the Purchase Order. Ownership will pass on the date when the Raw Material is received and accepted by Columbus' weigh bridge.

6. RADIOACTIVITY

- 6.1. Columbus will not accept any Raw Material deliveries which trigger Columbus' Radio Active detection units except for the NORM (Naturally Occurring Radioactive Materials). A radio-active alarm raised on incoming NORM loads by calcium aluminate (CAAL), fluorspar (Fluo and CAF2), carbon powder (CARB), coke, Ferro niobium (FENB), ferromolybdenum (MOOX), or silicon carbide (SICA, S160) will require no further checks and the Raw Material can be off-loaded.
- 6.2. Columbus will notify the Supplier, and the NNR (National Nuclear Regulator) in the event of Columbus' Radio Active Detection Unit being triggered.
- 6.3. When the NNR confirms a load as radioactive, Columbus will impose a penalty of R50 000 (fifty thousand Rand) per load, against the Supplier. 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.

- 6.4. All transport costs and/ or any other costs associated with remedying any incident involving radioactive material, including, but not limited to, removing and disposal of the source and the decontamination of any item will be for the account 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.

7. QUANTITY

- 7.1. Columbus will furnish the Supplier with a written Purchase Order indicating the quantity of Raw Material required.

8. CONSIGNMENT STOCK

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

- 9.1 Upon arrival of the Raw Material at Columbus, the Raw Material shall be put in consignment stock and segregated from other material and identified as the Suppliers property, except for material directly off loaded into the Silo.
- 9.2 Unless stated otherwise on the Purchase Order ownership and full title to the Consignment Stock shall remain with the Supplier until such time as a notification has been issued by Columbus to the Supplier when Consignment Stock is transferred for consumption.
- 9.3. Columbus shall bear the risk in the Consignment Stock from the time the Raw Material arrives at Columbus and while the Raw Material remains in Consignment Stock.
- 9.4. The Supplier shall at any time in person or through third parties inspect the Consigned Raw Material at the specified stockpile. The Supplier shall notify Columbus in writing 2 (two) days before the inspection.
- 9.5. Consumption will be declared by Columbus within the 1 (first) working day of the new month.

10. MASS DETERMINATION

- 10.1. The Purchase Order will state whether the Supplier or Columbus' weighbridge ticket will be used to determine the weight of the Raw Material. This shall constitute prima facie proof of the tonnages of Raw Material delivered to Columbus
- 10.2. In the event that the Suppliers' weighbridge ticket is used for mass determination and the Supplier does not present the documentation as required in clause 5.3, Columbus' weighbridge ticket shall constitute prima facie proof of the tonnages of the Raw Material delivered to Columbus.
- 10.3. Notwithstanding the above, each and every load of Raw Material delivered to Columbus shall be weighed by Columbus. In the event where there is a mass difference of more or less than 0.30% 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.
- 10.5. All Mpumalanga and Gauteng Suppliers shall ensure that their vehicles are filled with diesel/petrol prior to loading and/or delivering Raw Material to Columbus' Site to minimize any weight discrepancies.

11. QUALITY DEFECTS

- 11.1 In the event that any Raw Material delivered to Columbus does not meet the quality specification's as specified and set out in the Purchase Order, Columbus will notify the Seller in writing as soon as reasonably possible after becoming aware thereof, and shall furnish the Seller with all relevant



reports, photographs and documentation in support thereof. Columbus will set aside and not use any of the Raw Material of which the quality is in dispute.

- 11.2 In the event of a quality defect Columbus will have the undermentioned options,:
- 11.2.1 to instruct the Supplier to immediately replace or remove the Raw Material. The Supplier will also be liable for all associated costs related to the replacement of the Raw Material namely collection, delivery etc.; or
- 11.2.2 in the event that the Supplier disputes the quality defect, to have the Raw Material assayed by an independent expert nominated by the Supplier and agreed to by Columbus. The decision of the independent expert shall be final and binding on both Parties and not capable of review or appeal. The party whose results are furthest away from the expert final result shall pay all costs relating to the independent expert analysis. In case of a equal difference, the costs shall be borne equally between both parties or
- 11.2.3 The Supplier shall have the option to offer a discount to Columbus.
- 11.3 Columbus retains the sole discretion in deciding which of the above options in 11.2 to accept.
- 11.4 Notwithstanding the above, in the event that the Supplier becomes aware or is advised of any quality defect in the Raw Material the Supplier shall immediately notify Columbus.

12. PRICE

- 12.1. The Raw Material price shall be specified in the Purchase Order. 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.
- 12.2. 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 Purchase Order and this Agreement.
- 12.3. Payment will be made in the currency specified in the Purchase Order.
- 12.4. Payment made by Columbus will not affect the rights of Columbus hereunder or be interpreted as approval or acceptance of the Raw Material.

13. PAYMENT AND TERMS OF PAYMENT

- 13.1. Payment shall be made, without prejudice to the rights of Columbus, under any of the terms and conditions of this Agreement provided that:
- 13.1.1. 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.
- 13.1.2. 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.
- 13.1.3. Tax invoices and all correspondence are to reflect the Columbus purchase order number and/or contract number
- 13.2. Payment shall be based on the net mass as set out in Clause 10; and/or the chemical content percentage as per the certificate of analysis, this will be clearly stated on the Purchase Order.
- 13.3. The Raw Material delivered (gross and tarred) up to 12:00 the last day of the calendar month shall be deemed as Raw Material delivered during the delivery month, and all Raw Material delivered after 12.00 on the last day of the month shall fall into the next delivery month.
- 13.4. 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.



- 13.5. Columbus' standard payment terms are 60 (sixty) days after the month of delivery, unless stated otherwise on the Purchase Order.
- 13.6. Columbus shall not pay interest on any late payments due to incorrect Supplier invoices.

14. NON-EXCLUSIVE SUPPLY

- 14.1. Columbus shall purchase the Raw Material from the Supplier on an "as and when" required basis, at Columbus' sole discretion.
- 14.2. This Agreement shall not amount to an exclusive supply Agreement and Columbus shall be entitled to use other Suppliers should it so require.

15. TESTING AND INSPECTION

- 15.1. Columbus, its authorized representatives and any independent inspection authority appointed by Columbus shall have the right:
- 15.1.1. to inspect and test the Raw Material at all reasonable times prior to delivery to the Supplier's works or after delivery to Columbus' Site, as Columbus may deem necessary or desirable;
 - 15.1.2. to audit the Supplier's quality assurance systems;

16. SUBCONTRACTING

- 16.1. 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.
- 16.2. 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.
- 16.3. Columbus reserves the right to cancel this Agreement, without any payment whatsoever, in the event of the Supplier's breach of this clause.

17. TIME OF ESSENCE

- 17.1. The time specified in this Agreement for delivery of the Raw Material is of the essence and of the utmost importance. The Purchase Order placed on the definite understanding that delivery will be effected not later than the date or dates specified in the Purchase Order. Partial delivery is not permitted without Columbus' written approval. The Supplier shall furnish such schedules of delivery as Columbus may reasonably require. The Supplier shall notify Columbus immediately if it becomes evident that compliance to the agreed delivery dates or volumes will be compromised.
- 17.2. 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, it shall amount to a material breach of the conditions hereto.

18. WARRANTIES

- 18.1. The Supplier is a Raw Material Metal Supplier and warrants that:
- 18.1.1. It shall comply fully with all the laws and specifically all Occupational Health, Safety and Environmental Laws;
 - 18.1.2. It shall obtain all the necessary permits or Environmental Authorizations in order to handle, transport and deliver the Raw Material;
 - 18.1.3. it is fully experienced and properly organized, financed, equipped, staffed, qualified, licensed and fully compliant with all relevant legislation;
 - 18.1.4. 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;
- 18.1.5. should the Transport and Raw Materials supplied in terms of 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;
- 18.1.6. 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.
- 18.2. 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 18 have no claim for damages or right of recourse against Columbus for such termination.

19. 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.

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

- 20.1. 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.
- 20.2. The Supplier may not take any photographs of the Columbus Site or the Columbus operations.

21. INDEMNITY AND INSURANCE

- 21.1. The Supplier accepts full and final responsibility for the loading, transport and delivery of the Raw Material as per the Incoterm agreed to in the Purchase Order.
- 21.2. 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 Purchase Order and this Agreement.
- 21.3. The Supplier shall procure and maintain until the fulfillment of all its obligations under the Purchase Order, the following minimum insurances acceptable to Columbus:
- 21.3.1. Adequate insurance to cover the full replacement value of the Raw Materials sold hereunder until delivery to the delivery point specified in the Purchase Order; and
- 21.3.2. Any insurance which may be required by law or with respect to the Suppliers employees; and
- 21.3.3. 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 Purchase Order.

22. FORCE MAJEURE

- 22.1. 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 Purchase 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.



- 22.2. 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.
- 22.3. 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.
- 22.4. 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.
- 22.5. During Force Majeure occasioned by the Supplier in which it is unable to supply the full quantity of Raw Material required by Columbus, the Supplier shall endeavor to acquire the Raw Material from third parties.
- 22.6. Should the Force Majeure continue for a period longer than 14 days, either party may terminate this Agreement or the Purchase Order by means of a written notice to the other Party.
- 22.7. 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.

23. DATA PROTECTION

23.1. Definitions

- 23.1.1. Data Privacy Legislation: means any and all laws relating to the Protection of Data or Personal Information, including POPIA;
- 23.1.2. Personal Information shall have the meaning ascribed to it in chapter 1 of POPIA;
- 23.1.3. 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;
- 23.1.4. Process or Processing shall have the meaning ascribed to it in Chapter 1 of POPIA.
- 23.2. 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>
- 23.3. By signature to this Contract, the Vendor consents to the processing of their Personal Information in line with Columbus' data privacy statement.

24. BREACH AND DISPUTE RESOLUTION

- 24.1. 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.
- 24.2. In addition to the provisions of clause 24.1 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 Vendor for any damages whatsoever including loss of business and/or damages resulting from such cancellation.
- 24.3. Any cancellation in terms of this clause 24 shall take effect from the date of the written notice of cancellation. In the event of any unresolved dispute between Columbus and the Supplier the Supplier shall continue to deliver the Raw Material as agreed to in terms of the Purchase Order, unless Columbus advises the Supplier in writing to stop deliveries.

**25. CESSION AND ASSIGNMENT**

- 25.1 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.
- 25.2 In considering whether it should consent to a cession as provided for in clause 25.1 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.

26. GOOD GOVERNANCE

Both parties and their representatives will have to comply with the obligations contained in this Contract, 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.

27. ANTI-BRIBERY AND CORRUPTION

- 27.1. Each Party represents that it is familiar with the Anti-Bribery Laws.
- 27.2. Each Party represents that the performance under this Contract will be made in compliance with the Anti-Bribery Laws.
- 27.3. 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 Contract, 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.
- 27.4. 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 Contract.
- 27.5. 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 Contract.
- 27.6. 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.
- 27.7. 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 Contract where such payment, gift, promise or advantage would violate the applicable Anti-Bribery Laws.
- 27.8. 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.



- 27.9. 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 Contract 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.
- 27.10. 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.
- 27.11. 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 Contract forthwith.
- 27.12. The indemnity contained in this clause shall survive the termination of this Contract.

28. SANCTIONS

- 28.1. 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 Contract will be made in compliance with the applicable Sanctions.
- 28.2. 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.
- 28.3. 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.
- 28.4. To the extent permitted by law, the Vendor shall ensure that the Goods have no origin in, and are not transported through and has no destination in, a Sanctioned Country.
- 28.5. Neither Party shall be obliged to perform any obligations required by this Contract 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.
- 28.6. Any Party shall be entitled, without incurring any liability, to terminate or suspend this Contract with immediate effect if the performance of this Contract is in any way restricted or prohibited by Sanctions.

29. APPLICABLE LAW AND JURISDICTION

- 29.1. This Contract is to be interpreted and implemented in accordance with the law of the Republic of South Africa.
- 29.2. The Parties irrevocably consent to the non-exclusive jurisdiction of the High Court, for any proceedings arising out of or in connection with this Contract.

30. 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.

**31. APPLICABLE LAW AND JURISDICTION**

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

32. 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.

33. WHOLE AGREEMENT, NO AMENDMENT

30.1 This Agreement constitutes the whole Agreement between the Parties relating to the subject matter hereof.

30.2 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.

30.3 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.

34. 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.



Columbus Stainless

Document no.:
PUR-CON-RAW002

Title: GENERAL TERMS AND CONDITIONS FOR PURCHASING OF RAW MATERIALS

Revision: 7

IMPLEMENTATION DATE: 26 SEPTEMBER 2023

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FOR AND ON BEHALF

OF _____

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

NAME:
Duly authorized
CAPACITY: _____

NAME:
Duly authorized
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
J.P Van Der Walt

INITIAL: COLUMBUS

INITIAL: SUPPLIER