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INTRODUCTION

Columbus Stainless believes that any Supplier, or potential Supplier, interested in entering into a supply relationship with the company, should be afforded the opportunity to make an informed choice in this regard. In order to facilitate this decision, this Supplier Booklet is offered to you.

1. COLUMBUS STAINLESS (PTY) LTD

Columbus Stainless is situated in the Mpumalanga Province of South Africa. The history of Columbus Stainless dates back to 1966 when Southern Cross Steel, the predecessor of Middelburg Steel & Alloys (MS&A), became the first producer of stainless steel in Africa. Not only did Southern Cross Steel succeed in producing quality stainless steel, it also developed 3CR12, a corrosion resistant stainless steel which is particularly well suited to wet abrasion applications.

In 1991 the Columbus Joint Venture, consisting of Samancor Limited, the Industrial Development Corporation and Highveld Steel & Vanadium Corporation Limited, bought the stainless steel producing plant from Middelburg Steel & Alloys.

In January 2002, Spanish stainless steel producer, Acerinox SA, acquired a 64% share in Columbus Stainless. Acerinox SA is acknowledged as one of the most competitive groups in stainless steel manufacturing in the world. Acerinox SA has now acquired a further 12% shareholding of Highveld Steel & Vanadium Corp Ltd and therefore the shareholding of Acerinox SA in Columbus Stainless has now risen to 76%.

In 2020 Columbus added a limited range of hot rolled carbon steels to satisfy market demand for construction steels and high strength low alloy steels in South Africa.

Columbus Stainless is one of the world's largest single site stainless steel producers with a production capacity of more than 600 000 tons per year. Columbus Stainless produces a wide range of stainless steel products (austenitic and ferritic) to all the major international specifications in hot rolled and cold rolled finishes.


Our Suppliers have an important role to play in this regard, especially in that our competitiveness and our long-term success and growth depend, to a large extent, on the competitiveness of our supply partners.

2. OCCUPATIONAL HEALTH AND SAFETY

Occupational Health and Safety are top priorities at Columbus Stainless. Visitors and company representatives entering Columbus Stainless must view the induction video at the main gate once a year. Anyone who is going to perform any work on the Columbus Stainless site must complete the general site induction at the Induction Centre. The induction lasts approximately two hours and appointments can be arranged by calling +27 (13) 247- 3449. No visitor will be allowed through reception without an appointment and the necessary proof of identification i.e, ID document, Passport or Drivers Licence.

3. ENVIRONMENTAL

Columbus Stainless Environmental Policy is committed to producing its products in an environmentally friendly manner and therefore complies with the highest of international environmental requirements, applicable legislation and other requirements. The company has been certified as an ISO 14001 company. Suppliers are expected to adhere to environmentally sound practices to ensure that any of the products or services supplied to Columbus Stainless will not harm the environment in any way and all materials will comply

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with the Government Environmental Regulatory requirements. Suppliers are required to complete a written agreement in terms of the Occupational Health and Safety Act of 1993 and the Environmental Conservation Act of 1989. A copy of this agreement is obtainable from the Supplier Management personnel in the Procurement Department.

4. QUALITY POLICY

Our policy is to produce stainless and carbon steel that meets our customer's requirements. This is achieved through the maintenance of a Quality Management System designed to minimise variation of the products, using adequate process and quality control.

Our philosophy regarding quality is best described by our slogan, which is:

“Prime, On Time, Every Time”

All our goals and objectives will be aligned towards achieving this policy.

5. OUR EXPECTATIONS FROM A SUPPLIER PARTNERSHIP

Columbus Stainless is a global player in the stainless steel industry and a local player in the carbon steel industry, with the vision of becoming the leading Supplier. The importance of your role as a Supplier in providing high quality materials and services cannot be overstated. We expect and welcome your innovative ideas to allow us to achieve lower total cost, in a way that will enhance a mutually beneficial relationship.

6. SUPPLIER QUALITY ASSURANCE

6.1 SUPPLIER VISITS, AUDITS AND DEVELOPMENT


The Supplier Visit or Audit is a comprehensive review conducted at the Supplier's manufacturing site to evaluate the Supplier's ability to produce and supply products conforming to Columbus Stainless's specifications and expectations. Each Visit or Audit will differ depending on the aspects to be evaluated related to each respective Supplier's business offering.

6.2 ISO 9001 CERTIFICATION

Columbus Stainless received its ISO 9002 listing in 1992. We are an ISO 9001 listed company, implementing the techniques of quality planning and process control into our quality management system to achieve consistent product quality and on time delivery. We are committed to continuous improvement, which has become a way of life at Columbus Stainless.

6.3 SUPPLIER QUALITY IMPROVEMENT NOTES

The purpose of a Supplier Quality Improvement Note (SQIN) is to highlight unsatisfactory/satisfactory service and quality and/or poor/good delivery performance from Suppliers. The Supplier's deliveries, services and functional performance of its products are consistently monitored to identify areas for improvement.

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7. PROCUREMENT DEPARTMENT

7.1 PROCUREMENT AUTHORISATION

Only the Procurement Department personnel or an appointed representative duly authorised by the General Manager: Procurement, are authorised to issue Purchase Orders to Suppliers. **Invoices received from Suppliers for goods received or services rendered must refer to an authorised Purchase Order Number without which payment will not be effected.**

Purchases of an emergency nature may be authorised by a management-designated Columbus Stainless employee. In this case, a Purchase Request number is issued to authorise the emergency purchase. This purchase will be confirmed by a standard Purchase Order issued by the Procurement Department. A Purchase Request number shall not be accepted when submitted on an invoice for payment, as invoices must indicate the Purchase Order number.

7.2 BUYING RESPONSIBILITY

Each Procurement representative within the Procurement Department is responsible for the procurement of specified commodities. The Procurement Department may be contacted for information on the Buyers and their allocated commodities. The allocation of commodities to buyers might however change from time to time.

8. COMMUNICATION

Open communication is essential for establishing a favourable business environment and is therefore welcomed and encouraged. To streamline communication between Columbus Stainless and our supply partners we make use of electronic communication systems such as e-mail and the Internet. We therefore promote the utilisation of such systems and urge you to ensure that you will be able to correspond with Columbus Stainless accordingly.


We request that all pre-order or contract business such as solicitations for products or services, contract negotiations, pricing, quality requirements, lead times, etc. be directed to the appropriate Procurement representative. Any pricing and other offerings may only be sent to the Procurement Department, never any end-user.

9. TERMS & CONDITIONS

All Columbus Stainless Purchase Orders are subject to the General Conditions of Purchase (Ref. PUR-CON-005) or General Conditions for Buying (Ref. PUR-CON-BUYING) or General Terms and Conditions for Purchasing Ferrous Raw Materials (Ref. PUR-CON-RAW001) or General Terms and Conditions for Purchasing Non-Ferrous Raw Materials (Ref. PUR-CON-RAW002) as specified on the Order document, except where specifically identified differently as done with Project Orders from time to time. A copy of the general Conditions of Purchase is available from the Procurement Department upon request.

10. DELIVERY REQUIREMENTS

Suppliers are accountable for meeting committed delivery dates as indicated on the Purchase Order and are required to conform to a 100% on time delivery performance. If a delivery date cannot be met, it is imperative that the Supplier

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immediately notifies the Procurement Department, who shall assess the urgency of the situation and negotiate a new delivery date.

All goods are to be delivered to the Receiving Bay at the Main Stores off Nelson Mandela Drive, Middelburg, Mpumalanga, and goods will not be accepted if the delivery documentation is not endorsed with a valid Columbus Stainless Purchase Order Number.

10.1 STORES DELIVERY HOURS

The Columbus Stainless Main Stores is located off Nelson Mandela Drive and is open at the following times to receive deliveries from Suppliers:

Mondays, Tuesdays, Thursdays and Fridays from 07:00 to 15:45

Wednesdays from 07:00 to 12:00 and 13:30 to 15:45

All goods must be delivered to the Main Stores to have the details of the delivery logged on the Receiving System. Should it be necessary for the delivery to be made inside the plant, the vehicle shall first report to Columbus Stainless Stores who will issue the vehicle with an In-plant Delivery Permit, which will allow access via the Security Gate at Stores. The Supplier must ensure that the Receiver of the goods in the plant signs and clearly prints his / her name, company number and date of delivery on the Delivery Note. The Supplier must report back to the Stores and hand the signed delivery documentation (both copies) back to the Receiving personnel before leaving the premises via the Security Gate at Stores. Failure to comply with this procedure will lead to delays in payment.

10.2 AFTER HOURS DELIVERIES & COLLECTIONS


After hour deliveries and collections will only be allowed if the responsible Columbus Stainless employee has agreed and made arrangement for the delivery of CRITICAL items. Such deliveries will be made through the Security Gate to the Stores Issuing Bay. Before delivery takes place the Columbus Stainless employee must give the Supplier a Purchase Request or Order number. It is the responsibility of the Columbus Stainless employee to notify and arrange with Columbus Security via the internal after hours delivery procedure that a Supplier will be delivering after hours.

10.3 COLLECTION OF GOODS BY COLUMBUS STAINLESS PERSONNEL

In the case of an emergency Columbus Stainless personnel may collect goods from the Supplier's premises. This is the exception and not the rule and only affects certain Suppliers. The name of the Columbus Stainless employee collecting the goods must be communicated to the Supplier prior to collection. The delivery note must be signed by the Columbus Stainless employee with his name printed, his company number, date and time of acceptance of the goods. The recipient of the goods will hand the goods collected and the delivery note to the Columbus Stainless's Stores personnel for processing and delivery to the Plant. It is advisable for the Supplier to e-mail a copy of the signed delivery note to bester.thys2@columbus.co.za for the attention of the Receiving Coordinator. Failure to comply with the above procedure may result in late payment.

10.4 RECEIVING INSPECTION

Where applicable, certificates of analysis and/or conformance must be forwarded to Columbus Stainless prior to/upon delivery. Where applicable or required, in-house analysis and inspection will be conducted on incoming goods. The results and

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certification will be compared to Columbus Stainless' and the Supplier's specification and either accepted or rejected.

The receiving inspection procedure at Columbus Stainless does not relieve the Supplier of its responsibility for quality. Columbus Stainless believes the responsibility for quality is at the source of supply, therefore Suppliers must ensure that all materials or components conform to Columbus Stainless requirements prior to despatch.


The Receiving Department will inform the Supplier of rejected goods. It is the responsibility of the Supplier to collect or arrange for the collection of rejected goods from the Receiving Department.

10.5 ON-SITE WORK

An official Order Number must be given by the Procurement Department before commencement of any work/service. All documentation for on-site work must be signed by the applicable Columbus Stainless person responsible for that work or service rendered in the specific area. The signed invoice must be submitted to Columbus Finance department for processing.

11. PAYMENT TERMS & INVOICING

- 11.1 Payment shall be made, without prejudice to the rights of Columbus, under any of the terms and conditions of the Order provided that:
 - 11.1.1 A tax invoice, debit note or credit note is received by Columbus Stainless (Pty) Ltd, Attention: Creditors Control, Private Bag 251844, Middelburg, 1050 on or before the 7th day of the month following the month of deliveries and/or services rendered against payment terms as per clause 11.2.
All invoices, debit notes or credit notes must be as required by the Value-Added Tax Act 89 of 1991 as amended. Tax invoices, statements and all correspondence are to reflect the Columbus Order number.
 - 11.1.2 Columbus receives a statement of account covering the deliveries and/or services rendered mentioned above.
- 11.2 Columbus's standard payment term is "Payment at the end of the second month following the month of delivery/service, net".
- 11.3 Only in specific cases will the General Manager: Finance approve different payment terms & conditions, for example projects.
- 11.4 All goods delivered and/or services rendered up to the 20th day of the month shall be the delivery/service month.
- 11.5 All goods delivered and/or services rendered after the 20th day of the month shall be considered as part of the following delivery/service month.
- 11.6 In the event that a tax invoice is received after the date specified in par 11.1 the payment might be deferred until the accounts for the next payment period falls due.

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- 11.7 It is required by the VAT Act that the VAT number of Columbus Stainless appears on all their invoices. Payment will not be effected if Columbus Stainless' VAT number is not displayed on the invoice. The Columbus Stainless VAT number is: **4640196368**.
- 11.8 The option exists for Columbus Stainless (Pty) Ltd to receive tax invoices in an electronic format at invoices@columbus.co.za as per the South African Revenue Services guidelines (available from www.sars.gov.za). This option replaces the need for Suppliers to submit tax invoices by post but requires the Supplier and Columbus to adhere to the guidelines mentioned above.
- 11.9 All Tax invoices received by Columbus Stainless (Proprietary) Limited in an electronic format must adhere to the following:
- The original document generated by the accounting system must be a valid tax invoice as defined in section 20 of the Value Added Tax Act, 89 of 1991.
 - Tax invoices send in an electronic form must be send in an encrypted format over a secure line containing an electronic signature (Digital signature)
 - Both parties must confirm in writing that he or she will accept electronic invoices for the purpose of claiming input tax. This must be kept on record for five years.
 - No other tax invoice may be issued and all copies extracted by the recipient must bear the words "copy tax invoice".
 - Both seller and buyer must keep the documents in a readable and encrypted form for five years from the date of supply.


12.CHANGING OF BANKING DETAILS OR SUPPLIER NAME

12.1 BANKING DETAILS

In the event that a Supplier changes their banking details it is imperative that Columbus Stainless is timeously notified to avoid delays in payment, and that all required documentation to verify the new details, is submitted to Supplier Management.

Columbus Stainless' Treasury Department will set up or change a Supplier's banking details only if it is in possession of the following requested documentation:

- An instruction from the Supplier to change banking details on an original official letterhead. The letterhead should be signed by the Chief Executive Officer or the Chief Financial Officer giving his/her full name and designation.
- An original bank certificate/letter from your bankers (on their official letter head with an original signature and original bank stamp), confirming the bank account details. The bank letter may not be older than three months. The account name on the letterhead must correspond exactly with the Registered Name of your business.
- The correct company registration certificate.

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Original documentation can be couriered for attention Supplier Management to Columbus Stainless (Pty) Ltd, Off Hendrina Road, Middelburg, Mpumalanga. Original documentation can be emailed as well to Florence Madigage: madigage.lebogang@columbus.co.za.

The contact number for Supplier Management is (013) 247 3119.

Upon receipt of the abovementioned documentation, the Treasury Department will within 7 days re-confirm the Suppliers banking details before loading the new, or changing the previous banking details on the system. Payment can therefore be made only after a period of seven days from receipt of all documentation required for changing banking details. Should these 7 days not fall within the cut-off date for the month-end payment run; the payment will only be made the end of the next month.

12.2 SUPPLIER NAME

Supplier Management must be notified timeously when a Supplier undergoes a name change as it will delay payments when order details and Invoices do not correspond.

All Suppliers must contact Supplier Management who will provide them with a new application form for completion. The application form must be accompanied by a Certificate of Name Change and / or a Company Registration Certificate.

These applications will follow the normal Supplier application approval route.

13. GIFTS

The Supplier shall not offer, give or agree to give any person in the service of Columbus Stainless or any member of their family or any person claiming to act or acting on behalf of any such person, any gift or consideration of any kind as an inducement or reward for doing, or forbearing to do, or for having done or forborne to do acts in relation to the obtaining or execution of an order.


14. B-BBEE

Columbus Stainless supports the Strategy on Board-Based BEE and therefore has adopted the Codes of Good Practice (CoGP) as well as amended codes for the purpose of supplier evaluation in our procurement processes.

All suppliers are expected to submit their valid B-BBEE certificates issued by a SANAS accredited body or affidavits as prescribed by the CoGP on an annual basis as it expires to ensure the availability of updated information.

Any inaccuracy in terms of the B-BBEE certificate is seen as a misrepresentation, which could result in disqualification from the contracting process or in the termination of a contract.

Essential information (where applicable) to be contained in the B-BBEE certificate, includes the details of the verification agency (including their SANAS registration Nr), date of issue of certificate, B-BBEE compliance level, Black Ownership level, Black Women

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Ownership level and sign off on the accuracy of the B-BBEE certificate by an authorised signatory, accepting full responsibility for the status presented.

Costs involved in accreditation will be for the supplier's own account.

15. BUSINESS ETHICS POLICY

Columbus Stainless employees may not solicit (tout or ask for) any kind of gift whether personal, team sponsorship or invitation to an event from a supplier, unless this has come voluntarily from the supplier. Permission to attend such an event must be obtained from that employee's General Manager or Chief Executive Officer prior to any invitation being accepted. Should a Columbus Stainless employee approach a supplier, either in a friendly manner or by coercion, for any of the foregoing reasons, the supplier is urged to contact Supplier Management at Columbus Stainless on telephone (013) 247 3119. Contravention of this policy could lead to termination of the business relationship between the supplier and Columbus Stainless.

16. COLUMBUS DRUG AND ALCOHOL POLICIES

Columbus Stainless is committed to ensure a safe and healthy working environment for all its employees, suppliers and visitors entering and working on our premises.

Our company has a **zero** drug and alcohol tolerance policy which implies that any person wanting to enter or work on our premises must register a zero reading (no indication) of the presence of drugs or alcohol if tested. Random testing may at any stage be conducted on any person wanting to enter or exit the premises, or while working on site.


Any person refusing to be tested will automatically be treated as a non – negative result and will be denied access to, or will be removed from Columbus' site.

Any person may volunteer to be tested for drugs or alcohol. When entering the Columbus site, the person's intent to do a voluntary test must be made clear to the Security personnel prior to being selected for random testing. If the test result is non-negative, the person will be refused access onto Columbus site. The person's management will be informed and proof of steps taken will have to be submitted to Columbus before access will be re-instated for the person. Upon a second non-negative test, a person may be refused access onto Columbus' site permanently.

Suppliers requiring further information regarding Columbus' drug and alcohol policy may contact the Supplier Management representative in the Procurement department.

17. CONFIDENTIALITY

In order to protect the exchange of certain confidential information relating to research, development, business plans, and other technology including materials, our Suppliers may be requested to review and sign a Columbus Stainless Confidentiality Agreement. This agreement is legally binding and may be a pre-requisite prior to the issue of a Purchase Order or a visit and tour of the Columbus Stainless facility.

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18. COLUMBUS STAINLESS (PTY) LTD ADDRESS

POSTAL P O Box 133 Middelburg MPUMALANGA 1050	PHYSICAL Hendrina Road Middelburg MPUMALANGA 1050
STORES Off Nelson Mandela Drive Middelburg MPUMALANGA	COURIER Columbus Stainless (Pty) Ltd Off Hendrina Road Middelburg MPUMALANGA

Switchboard telephone number (013) 247-9111
Supplier Management telephone number (013) 247-3119


19. INVITATIONS TO TENDER / RFQ's

Tenderers are expected to acknowledge receipt of the invitation to tender within 24 (twenty four) hours from receipt thereof. Tenders received after the closing date and time, may be rejected.

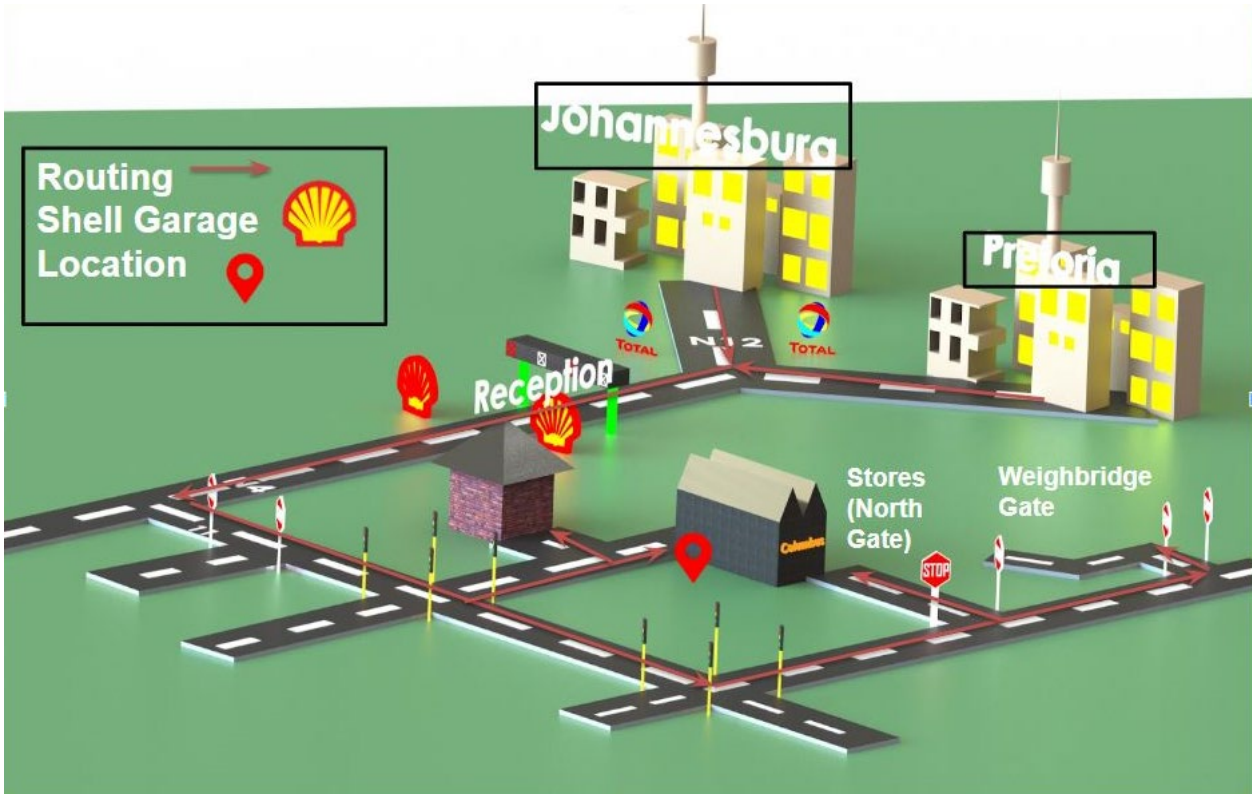
In the event where a Tenderer is unable to submit a tender quotation, for whatsoever reason, it is expected that such Tenderer shall notify the Buyer by means of a regret letter (clearly marked with the Enquiry number and closing date) stating their reason for not submitting a tender, as soon as possible after receipt of the invitation to tender.


20. USE OF COLUMBUS STAINLESS' NAME

The Supplier shall not use or disclose the name of Columbus Stainless in any advertising, media-related or publicity material, nor make any form of representation or statement in relation to the Order which would constitute an expressed or implied endorsement by Columbus Stainless of any commercial product or service, or authorise others to do so without having obtained prior written authorisation from Columbus Stainless.

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ROAD MAP TO COLUMBUS STAINLESS



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ADDENDUM 1

SUPPLIER CODE OF CONDUCT

1. Introduction

This Supplier Code of Conduct applies to all suppliers. Whilst Columbus recognizes that there are different legal and cultural environments in which our suppliers operate throughout the world, this Code sets out the basic requirements (in addition to our contractual agreement) that all suppliers must meet in order to do business with Columbus.

As a condition of doing business with Columbus, suppliers must comply with this Supplier Code of Conduct and, upon request, provide proof of such compliance. If Columbus determines that any supplier has violated this Code, then it may either terminate, or call for the termination of the business relationship, or require the supplier to implement a corrective action plan. If corrective action is advised but not taken, Columbus may suspend placement of future orders and terminate the relationship.

2. General Principles

Columbus believes in treating employees, suppliers, communities and the environment respectfully and fairly. Suppliers shall apply the same values and operate in compliance with relevant legislation, other requirements or prevailing codes of the industry best practice in their respective countries. The provisions of this Code constitute minimum standards, therefore the Code does not prevent companies from exceeding these standards. Where legislation, rules and regulations address and regulate the same subject matter as provided for within this Code, in those instances the more onerous requirements must apply.

3. Child Labour

The Supplier warrants, that to the best of its knowledge, in relation to the performance of its obligations to Columbus it does not employ, engage or otherwise use any child labour.

4. Forced Labour


The Supplier shall not use involuntary labour of any kind, including prison labour, debt bondage or forced labour by an external authority. Workers should not be required to lodge "deposits" or identity papers with their employers, and should be free to leave their employer after giving reasonable notice.

5. Wages and Working Hours

The Supplier warrants that it pays each employee at least the minimum wage, or a fair representation of the prevailing industry wages and provides each employee with all legally mandated benefits. Working hours and employment rights should comply with those of the countries in which it operates.

6. Discrimination

Suppliers shall promote equality and prevent unfair discrimination in the workplace. The Supplier should not discriminate against any employee on any ground (including but not limited to race, sexual orientation, religion, disability or gender).

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7. Environment

Columbus is concerned about the impact of production on the environment, climate and natural resources. It is therefore expected that the Supplier is responsible for conducting its business in compliance with applicable environmental laws and regulations when performing its obligations to Columbus and it minimizes the resources used and waste generated by it.

8. Working Environment / Health and Safety

The Supplier must provide a safe and healthy workplace, presenting no hazards to its employees. Any housing provided by the Supplier to its employees is safe for habitation.

9. Freedom of Association

Columbus encourages suppliers to have open and honest relationships with their employees and to allow for employee representative groups that can liaise directly with management on issues that affect employees and their productivity. The Supplier should be respectful of its employees' rights of freedom of association and to join and form independent trade unions..

10. No Harsh or Inhumane Treatment is allowed

Physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation shall be prohibited in the work place. Disciplinary action taken against an employee must be recorded and records kept on file.

11. Bribes

The Supplier will not, directly or indirectly, make any payment, offer or promise to make any payment or transfer of anything of value to:


- any governmental official, or to any political party or any candidate for political office, or any person with the purpose of influencing decisions favourable to the Supplier and/or its business in contravention of applicable laws; and/or
- any employee of Columbus, other than *bona fide* gifts or business courtesies for instance calendars, pens etc which individually or cumulatively do not exceed the value of R1000 (One Thousand Rand).

12. Competition / Anti-Trust Law

The Supplier will not, directly or indirectly, undertake any act or omission, whether alone or together with any other person or entity, which may contravene any applicable competition/anti-trust legislation, regulations and/or rules.

13. Broad-Based Black Economic Empowerment

To the extent to which the Supplier undertakes its business activities in the Republic of South Africa, it shall comply with Broad – Based Black Economic Empowerment (“BBBEE”) legislation and policies and annually at the expiration of its certificate; it shall provide Columbus with a BBBEE rating certificate issued by an accredited agency. Columbus does

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not engage in non-value adding agents or representatives solely for the purposes of increasing BBEE spend (Fronting).

14. Control of Supply Chain

The Supplier agrees that it is responsible for controlling its own supply chain and that it shall encourage compliance with ethical standards and human rights by subsequent suppliers of goods and services that are used by the Supplier when performing its obligations to Columbus.

15. Whistle-Blowing Hotline

Columbus is committed to conducting business in an ethical and honest manner – this protects the name and reputation of Columbus. Columbus has an anonymous Whistle Blowing line (013) 247 3272 (at no cost to you) to allow external stakeholders the opportunity to report any suspected unethical behavior on the part of Columbus employees or anyone related to Columbus business e.g. acts of bribery, fraud or corruption, anti-competitive behavior, price fixing etc.

The hotline operates 24 hours a day. A transcript of calls to the Hotline is forwarded to members of the Columbus Ethics Committee who will deal with the matter reported.

Contact Details

Telephone – 013 247 3272