 <b>Columbus Stainless</b>	Document no.: SHE-PRO-087
Title: OHS Act Section 37 Contractor's Agreement	Revision: 2
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**WRITTEN AGREEMENT IN TERMS OF THE  
OCCUPATIONAL HEALTH & SAFETY ACT, 1993 AND THE NATIONAL  
ENVIRONMENTAL MANAGEMENT ACT, 107 OF 1998.**

**Note: This document will not be processed if not completed in full.**

**Please ensure that:**

- **The document is signed by an Authorized person and witness,**
- **Each page is initialed by the Authorized person and witness,**
- **An updated Letter of Good Standing from the Compensation Commissioner is attached.**

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**WRITTEN AGREEMENT IN TERMS OF THE  
OCCUPATIONAL HEALTH & SAFETY ACT, 1993 AND THE NATIONAL  
ENVIRONMENTAL MANAGEMENT ACT, 107 OF 1998.**

**ENTERED INTO BETWEEN**

**COLUMBUS STAINLESS (PTY) LTD**  
(Reg. No. 1999/002477/07)

**AND**

---

**(hereinafter referred to as “the Contractor”)**

---

**(Registration Number)**

NOTE: This contract must be completed by all Main Contractors, Mandataries or Suppliers to Columbus Stainless (Pty) Ltd

Initial -



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**DETAILS OF CONTRACTOR**

A) **NAME:** \_\_\_\_\_  
**ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_

B) **TELEPHONE NO:** \_\_\_\_\_

C) **NAMES OF: -**

- 1. **Contact Person:** \_\_\_\_\_ **Telephone No:** \_\_\_\_\_  
**E-mail Address:** \_\_\_\_\_
- 2. **Chief Executive:** \_\_\_\_\_ **Telephone No:** \_\_\_\_\_
- 3. **Site Manager:** \_\_\_\_\_ **Telephone No:** \_\_\_\_\_
- 4. **Risk Control Official:** \_\_\_\_\_ **Telephone No:** \_\_\_\_\_

D. **REGISTRATION DETAILS (to be substantiated by copies of documents):**

a. \_\_\_\_\_ **Compensation Commissioner No: (please attach a valid copy of Letter of Good Standing)**  
*(it is the responsibility of the Contractor to ensure that their Letter of Good Standing is valid and updated at all times)*

- b. **Receipt of Last COID Payments:** \_\_\_\_\_
- c. **UIF Registration No.:** \_\_\_\_\_
- d. **Income Tax Registration No:** \_\_\_\_\_
- e. **PAYE Registration No:** \_\_\_\_\_
- f. **Certificate of Incorporation No:** \_\_\_\_\_
- g. **VAT Registration No:** \_\_\_\_\_

E. **INSURANCE:**

- a. **Public Liability Insurance Cover:** \_\_\_\_\_
- b. **Other Insurance Cover:** \_\_\_\_\_

F. **ACCREDITATION / CERTIFICATION:**

- 1. **ISO 9001:** \_\_\_\_\_
- 2. **ISO 14001:** \_\_\_\_\_
- 3. **ISO 45001:** \_\_\_\_\_



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4. Other: \_\_\_\_\_

## 2. WORK TO BE PERFORMED

A) Scope of work: \_\_\_\_\_

B) Section of plant where work is to be performed: \_\_\_\_\_

## ENVIRONMENTAL RISKS

Kindly indicate whether any of your activities, products or services on site could or will result in any of the following environmental risks or impacts (✓ applicable section)

POTENTIAL ENVIRONMENTAL RISK	UNCERTAIN	NO	YES	"YES" – SPECIFY PHYSICAL OR MANAGEMENT CONTROLS
<b>Planned</b>				
• Pollutant release to :				
> Air				
> Land				
> Water				
• Fugitive air emissions :-				
> Welding / cutting				
> O <sub>2</sub> Lancing				
> * Vehicles, diesel				
• Hazardous substance waste generation (Specify)				
• Solid waste generation (Specify)				
• * Water consumption / month				
• * Electricity consumption / month				
• * Domestic waste generation				
• Handling and / or use of hazardous chemical substances (Submit list for approval)				
• Disposal method for hazardous wastes				
• Type shotblasting material?				
• Other waste generation				
• Raw Materials to be used				
• Use of radio-active sources				
<b>Unplanned</b>				
• Releases during handling of hazardous chemical substances				
• Releases during handling of hazardous chemical substances waste				
• Vehicle oil / diesel leaks				
• Discharge / spills to stormwater drains				



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• Fume generation				
• Noise generation				
<b>General</b>				
• Environmental Policy Statement (See Annexure)				
• * Local job creation				
• * Local business support				
• Any further queries				

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**DESIGNATION**

\_\_\_\_\_  
**DATE**

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#### 4. HEALTH AND SAFETY RISK REGISTER

It is the contractor's responsibility to perform HIRA's and Risk Assessments with proper identification of activities, hazards, risks and controls, and to train their employees and sub-contractors on the above. Proof may be requested by Columbus.

#### 5. AGREEMENT DETAIL

##### 5.1 OBJECTIVE


- 5.1.1 To ensure that contractors adhere to Columbus Stainless' Safety, Health and Environmental Policy requirements, rules have been drawn up for contractors, mandataries and their employees to which they must abide whilst they are on the property of Columbus Stainless. Refer SHE-SPE-001 – Site General Health and Safety Specifications.
- 5.1.2 All contractors will ensure that any mandatory or sub-contractor employed by them will receive a set of these rules, understand and adhere to them. Principal contractors will be held responsible for any breach of the rules during such time that the contract work is being undertaken.

##### 5.2 STATUTES AND REGULATIONS

- 5.2.1 In the execution of the contract, the Contractor will ascertain, comply with and observe strictly all applicable laws, statutes and ordinances, statutory provisions and regulations.
- 5.2.2 The Contractor will ensure and be responsible for ensuring that said applicable laws, statutes, ordinances, statutory provisions and regulations are complied with and observed, as strictly as they are required to be complied with and observed by it, by its Sub-Contractors and by their respective employees, servants, agents, licensees and invitees.

##### 5.3 CONTRACT WORK

- 5.3.1 The contract work will be conducted strictly in accordance to that agreed upon and in a safe, healthy and environmentally friendly manner. The Contractor certifies that he is fully conversant with the provisions of the **Occupational Health and Safety Act, No. 85 of 1993**, and the **National Environmental Management Act, 107 of 1998**, and other applicable legislation, and that his/her employees, agents and mandataries have similar knowledge.
- 5.3.2 All industrial vehicles to be fitted with a reverse hooter.
- 5.3.3 No contractor will commence work on the Columbus Stainless property unless and until he has received permission to do so from the Manager or Engineer and has produced to the Risk Control Officer (S.H.E. Induction) a completed copy of the Risk Registers (Safety, Health and Environment) duly signed.
- 5.3.4 The Contractor hereby certifies that all electrical or mechanical equipment, which will be brought onto the site and used during the course of the contract, conforms to the relevant regulations and are safe to use. Further, the Contractor understands that should it come to the attention of Columbus Stainless officials / representatives that such equipment does not meet the required standards, Columbus Stainless may order cessation of work until such time as the equipment is repaired satisfactorily.
- 5.3.5 No demolitions or excavations of any sort will be commenced at any time during the contract work, or stakes driven into the ground, unless and until written permission is granted by the responsible Engineer in terms of the requirements of the OHSACT Construction Regulations.
- 5.3.6 Before any oxy-acetylene cutting, welding activities or Hot Work (activities generating sparks or high temperatures) is commenced in any Production Area, a Work Permit, must be obtained from the responsible Engineer.
- 5.3.7 No work will be undertaken unless it is done by a competent person or one who is supervised by a competent person.
- 5.3.8 To prevent pollution and subsequent negative impact on the environment, endangerment of health and safety, the use of any high-risk or hazardous chemical substances are strictly prohibited without prior written approval. Obtain a list of approved hazardous chemical substances from the Risk Control Officer.
- 5.3.9 During the term of contract, the Contractor will take all steps to ensure that the site remains clear of waste and any hazardous material or substances and on completion of such work, the Contractor will leave the site clean and tidy.

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Any costs of removal of such waste, etc. by Columbus Stainless, will be borne by the Contractor.

- 5.3.10 Spills of any substance potentially harmful to the environment, such as oil, chemicals, polluted water, etc. must be reported immediately to reduce rehabilitation cost.

**5.4 TOOLS AND EQUIPMENT**

- 5.4.1 The Contractor will not be permitted the use of Columbus Stainless’ equipment, save in exceptional circumstances when the intended user thereof will be required to sign an indemnity in favor of Columbus.
- 5.4.2 The Contractor will provide his own tools and equipment and these will remain under lock and key when not in use and Columbus Stainless will not be liable for any loss thereof or damage caused thereto.

**5.5 REMOVAL OF ITEMS**

The Contractor and any person engaged in the contract work will not remove any item from the site without the permission of the Protection Services.

**5.6 MOVEMENT ON THE COLUMBUS STAINLESS PROPERTY**

The Contractor will advise all those under his control that movement about the property, other than in the area of the contract work, is strictly forbidden, unless special written permission has been obtained from the responsible Engineer.

**5.7 CLOTHING AND SAFETY APPARATUS / EQUIPMENT**

Appropriate protective clothing and equipment must be at all times be worn on site and safety equipment such as safety harnesses, fall arrest and fall prevention equipment used as dictated by circumstances. It is the responsibility of the Contractor to consult with the responsible Risk Control Officer on particular requirements. The minimum requirements are:

- \* Hard hat
- \* Safety spectacles
- \* Flame retardant overalls
- \* Safety boots
- \* Hearing protection

**5.8 COMBUSTIBLES AND FLAMMABLES**


- 5.8.1 No combustible and/or flammable material will be permitted or stored on site without permission of the responsible Risk Control Officer/Emergency Services.
- 5.8.2 Should the Contractor engage in work that may cause a fire, he must first report the fact to the responsible Risk Control Officer, prior to commencement of such work.

**5.9 HAZARDOUS GOODS**

Hazardous Goods will be marked by the Contractor with International danger symbol(s) and display the name of the material in English. Transport and other documents will include declaration of the hazard and name of the material in English. Goods will be accompanied by emergency information in English, in the form of written instructions, labels or markings prominently displayed on the outside of the packing.

The Contractor will observe the requirements of South African and International Agreements relating to the packing, labeling and carriage of Hazardous Goods. All information held by, or reasonably available to the Contractor regarding any potential hazards known or believed to exist in the transport, handling or use of the Goods supplied, will be promptly communicated to Columbus Stainless.

Transporting of Hazardous Goods also needs to ensure compliance with the National Road Traffic Act and Regulation (93/1996).

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Should there be particular legislation in force, controlling specific goods or substances being transported, the onus shall be on the Vendor to ensure compliance with such legislation.

## 5.10 DAMAGE TO PROPERTY

- 5.10.1 Should any property belonging to or in the care of the Contractor or any person engaged in the contract work be damaged, as a direct result of negligence on the part of the contractor, Columbus Stainless will not be liable for same, however caused, and the Contractor fully indemnifies Columbus Stainless in respect thereof.
- 5.10.2 Should any property belonging to Columbus Stainless be damaged, such damage will immediately be reported to the responsible Risk Control Officer and the Contractor will compensate Columbus Stainless, should the loss or damage to the said property be as a result of the negligence or otherwise of any person employed by the contractor engaged in the contract work.
- 5.10.3 Should any property of any other party be damaged through and by way of the contract work, Columbus Stainless will not be responsible therefore and the Contractor indemnifies Columbus Stainless accordingly.

## 5.11 INCIDENTS / ACCIDENTS

Any incident or injury must be reported to the responsible Risk Control Officer and if reportable in terms of the OHS ACT, same shall be reported by the Contractor to the Department of Labour with written proof of such report handed to said Risk Control Officer.

## 5.12 OHSACT

The Contractor is cautioned that inter-alia, the Contractor and its suppliers, mandataries, and sub-contractors of any type of machinery, plant, substance and / or service on / or to Columbus Stainless' premises, must comply, with the requirements of the above-mentioned Act (as amended from time to time) with specific reference to, but not limited to:


### 5.12.1 ACT NO. 85, 1993

- 5.12.1.1 Section 8 - General duties of employers and self-employed persons to persons other than their employees.
- 5.12.1.2 Section 10 - General duties of manufacturers and others regarding articles and substances for use at work.
- 5.12.1.3 Section 13 - Duty to inform:  
The Company has Right to Know programs dealing with an array of subjects of which the following are considered the more critical;
  - Dust and fumes
  - Hexavalent Chrome (Cr VI)
  - Noise
  - Confined spaces
  - Welding and Cutting etc.
- 5.12.1.4 Section 22 - Sale of certain articles prohibited.
- 5.12.1.5 Section 37 - Acts or omissions by employees or mandataries  
This information will be made available to you to ensure your compliance with this particular requirement of the Act – to train and inform your employees of the hazards involved.

### 5.12.2 REGULATIONS

- 5.12.2.1 Driven Machinery Regulation 18 – Lifting machines and lifting tackle.
- 5.12.2.2 Construction Regulations



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### 5.12.3 COLUMBUS STAINLESS SAFETY REGULATIONS

- 5.12.3.1 All vehicles entering the Columbus Stainless premises, must be operated by licensed drivers and be in a road-worthy condition. In addition, the driver must be able to produce his valid driver's license when called upon to do so, failing which, the Protection Services may refuse both driver and vehicle access to Columbus Stainless' premises.
- 5.12.3.2 Vehicles and persons entering upon or departing Columbus Stainless' premises may be subjected to search.

### 5.13 LIQUOR, DRUGS, DANGEROUS WEAPONS, FIREARMS AND CAMERAS

- 5.13.1 The contractor will ensure that no liquor, drugs, dangerous weapons, firearms and cameras are brought onto the premises.
- 5.13.2 Cellphones may not be used to take any pictures or videos on site.
- 5.13.3 Columbus has a zero tolerance towards alcohol and drugs.
- 5.13.4 All persons entering Columbus Stainless may be required to randomly perform an alcohol or drug test.
- 5.13.5 If a person should test non-negative for the alcohol or drug test, that person will not be allowed on site and will be dealt with according to Columbus' procedures.

### 5.14 SECURITY

- 5.14.1 Access Permits must be clearly displayed at all times.
- 5.14.2 The Contractor and any person engaged in the contract work may at any time be searched by Columbus Stainless' Protection Services personnel and all packages, suitcases, etc. must be presented to the access control point for examination prior to being brought onto or taken off the property.
- 5.14.3 Speed limits will be observed.

### 5.15 OHS ACT RESPONSIBILITIES: MANDATORY AGREEMENT

Further in terms of Section 37(2) of the Occupational Health and Safety Act, 1993, (the Act), it is hereby agreed that:

- 5.15.1 In terms of this Section, the Contractor will be responsible for the full and proper implementation of the terms and provisions of the Act and its Regulations on site in the area of the plant in which the work is to be undertaken for Columbus by the Contractor. This includes S.H.E. induction of all personnel, initial and subsequent replacement, prior to commencing duties on site.
- 5.15.2 The Contractor will be responsible for the wellbeing, health and safety of all persons coming upon/into such area in accordance with that legislation and subject to any directives issued by Management of Columbus Stainless.
- 5.15.3 The Contractor undertakes to immediately report to Columbus Stainless any hazard to health and safety which may exist or arise during the contract work in the area concerned, and over which the Contractor has no control, or anything which poses a significant threat to the environment.
- 5.15.4 All necessary and appropriate safety and health equipment will be issued by the Contractor to all employees and persons working or coming into the area.
- 5.15.5 Should any difficulty be experienced in complying to any of the given requirements, owing to any aspect under Columbus Stainless' control, the Contractor must consult with the Business Unit Manager, Projects for all project work or the SHE Manager at telephone number: 013 – 247 2863 for any work in the Operations areas.
- 5.15.6 Columbus Stainless' emergency and evacuation procedures are available upon request from the Columbus responsible person in charge of the contractor.



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5.15.7 The Company operates a dedicated and fully qualified Emergency team backed by a/an

- Fire engine
- Ambulance
- Clinic

the use of which may be negotiated.

5.15.8 Medical surveillance is also done on personnel exposed to certain Hazardous Chemical Substances identified in the OHSACT. Refer queries to the responsible Risk Control Officer.

## 5.16 INDEMNIFICATION

The Contractor hereby certifies that all contracting employees recognize the inherent hazards that exist on the property of Columbus Stainless and that the Contractor:

5.16.1 enters the property entirely at its own risk and **waives any claims** of whatsoever nature (excepting acts or omissions constituting wrongful intent) against Columbus Stainless, its employees, agent, and/or mandataries in respect of any loss, damage and/or injury, whether same is as a result of any negligent act or omission, of whatsoever nature on the part of Columbus Stainless, its employees, agents and/or mandataries or other independent contractors or by third persons or by way of defective equipment or materials supplied by Columbus Stainless; nothing at all excepted and further,

5.16.2 the Contractor hereby holds harmless and indemnifies Columbus Stainless, its employees, agents, contractors and / or mandataries against all actions, claims, demands, damages, compensation, costs (including reasonable attorney's fees), charges and any proceedings whatsoever in respect of any injury or damages to person or property arising in consequence of or in connection with any breach, non-compliance or non-observance of any applicable laws, statutes and ordinances, statutory provisions and regulations, or of its obligations hereunder.

I, \_\_\_\_\_ being a person who is duly authorized to bind the Contractor hereby acknowledge and accept the above terms and agree that the Contractor and all persons engaged on the said contract work will adhere to all the above rules.

\_\_\_\_\_  
**SIGNATURE OF CONTRACTOR  
COMPANY REPRESENTATIVE**

\_\_\_\_\_  
**SIGNATURE OF COLUMBUS STAINLESS  
REPRESENTATIVE**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**SIGNATURE OF CONTRACTOR WITNESS**

\_\_\_\_\_  
**SIGNATURE OF COLUMBUS STAINLESS WITNESS**

**NAME:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

*Comments:*



CJV-POL-006 Rev.2  
01 - 06 - 2021

## ENVIRONMENTAL POLICY

In our daily business of producing steel, we take practical care of our environment and measures to prevent possible adverse effects by our processes and products.

The Company commits to:

- Raise the level of awareness within the organisation for the need to conserve and protect the environment, and to promote individual responsibility for conservation.
- Render the site acceptable in terms of the applicable environmental legislation, regulations, by-laws and other requirements.
- Strive towards appropriate international standards for pollution prevention.
- Continuously monitor performance against these standards.
- Ensure optimal utilisation of raw materials and energy sources.
- Ensure commitment to continual improvement.
- Enforce such measures as may be necessary to conserve and protect the environment.

All our goals and objectives are aligned with this policy.

Johan Strydom  
Columbus Stainless CEO







CJV-POL-005 Rev,2  
01 - 04 - 2022

# OCCUPATIONAL HEALTH & SAFETY POLICY

In our daily business of producing steel, the safety and occupational health of our employees, contractors and interested parties is our top priority. Safety is a way of life where everyone is his/her own Health and Safety Officer and also of their colleagues.


The Company commits to:

- Provide a safe and occupationally healthy working environment for the prevention of work related injuries and diseases and to identify OH&S risks and opportunities.
- Minimise unsafe acts and eliminate unsafe conditions.
- Maintain standards of housekeeping and hygiene industry norms.
- Promote awareness and ensure that our personnel are competent to carry out their duties.
- Comply with legal and other requirements.
- Consultation and participation of interested parties.
- Commitment to continual improvement through our OH&S management system.

All our goals and objectives are aligned with this policy.  
This policy is available to interested parties upon request.

Johan Strydom  
Columbus Stainless CEO



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## 1. REVISION HISTORY

Rev No	Nature of change
1	<ul style="list-style-type: none"> <li>• All pages - Inserted the word <i>'Initial'</i></li> <li>• Page 6, point 4 – deleted the 'Health and Safety Risk Register' and replaced with; <i>'It is the contractor's It is the contractor's responsibility to perform HIRA's and Risk Assessments with proper identification of activities, hazards, risks and controls, and to train their employees and sub-contractors on the above. Proof may be requested by Columbus.'</i></li> </ul>
2	<ul style="list-style-type: none"> <li>• Page 2 - inserted <b>(Reg. No. 1999/002477/07)</b></li> <li>• Page 2 – created space for the contractor to write their company's registration number.</li> <li>• Page 3 – Deleted point C <i>'FACSIMILE NO:'</i></li> <li>• Page 10 – Inserted <i>'Signature of Contractor'</i> and <i>'Signature of Columbus Stainless'</i></li> </ul>

## 2. DOCUMENT APPROVAL

	Job Title	Co. No.
<b>Prepared by</b>	SHE Coordinator	9612
<b>Approved by</b>	Senior Manager SHE & Services	5674