



**Pilanesberg
Platinum
Mines**

Sedibelo Resources Limited

**GENERAL TERMS AND CONDITIONS
APPLICABLE TO SUPPLIERS OF GOODS,
SERVICES AND EQUIPMENT TO THE PPM
GROUP**

PPM-PROC-GEN-036

REVISION

1

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These General Terms and Conditions of the PPM Group ("**GTCs**") govern the supply of Goods and/or Services and the leasing of Equipment by the Contractor (i) to Pilanesberg Platinum Mines (Pty) Ltd. ("**PPM**") and/or (ii) to any Affiliated Entity of PPM that is registered in South Africa, including without limitation Platinum Investor Consortium (Pty) Ltd., Platmin South Africa (Pty) Ltd., Sedibelo Group Services (Pty) Ltd., Kelltechnology South Africa (Pty) Ltd., and Kellplant (Pty) Ltd. (in each case the "**Company**" or the "**Customer**"). These GTCs are annexed to and form part of any Contract, or, in the absence of any other Contract or other binding written instrument between the Contractor and the Customer, shall constitute the Contract between the Parties, as the case may be. In the event of conflict or inconsistency between any provision of these GTCs and any provision contained in any written Contract between the Contractor and the Customer, the provisions of the written Contract shall prevail between them. In accordance with clause 38.7 hereof, in the event that these GTCs conflict or are inconsistent with a Contractor's general terms and conditions of sale, these GTCs shall prevail. All capitalized terms used herein and not elsewhere defined herein or in the Contract shall have the meaning ascribed to them in clause 38 hereof. The Contractor hereby accepts to be bound by these GTCs upon (i) the signing of any Contract by the Parties, (ii) by accepting any Purchase Order, or (iii) by delivering any Goods, Services or Equipment to the Customer.

1. Quality and quantity

- 1.1. The Goods, Services and Equipment shall be supplied or leased to the Company in the quantities and at the prices stated in the Contract and the Contractor shall not substitute the Goods, Services or Equipment with any similar or alternative goods, services or equipment without the Customer's prior written approval.
- 1.2. The Contractor warrants that:
 - 1.2.1. the Goods, Services and/or Equipment will be in accordance with the Contract specifications;
 - 1.2.2. the Goods and/or Equipment will be of merchantable quality, current manufacture, appropriate grade and suitable capacity, and be free from all defects and imperfections affecting performance;
 - 1.2.3. the Goods, Services and Equipment will conform in all respects to the stipulated specifications, and conform with all Laws and applicable codes and standards, manufacturer and supplier's duties for health and safety as prescribed by Law, be free from damage, deficiency, fault or inadequacy in design, performance, workmanship, quality or makeup;
 - 1.2.4. the Services will be performed in accordance with best practice standards of skill, care and diligence to be expected of a competent contractor performing similar services;
 - 1.2.5. the Goods and/or Equipment are in good working order and condition and do not contain any defects which may adversely impact the Company's use thereof for its intended purpose or impact the health or safety of the Company's Staff, equipment and infrastructure or the environment;
 - 1.2.6. all required service and maintenance of the Goods and/or Equipment have been undertaken and are up to date;
 - 1.2.7. its obligations under the Contract will be performed by competent and appropriately skilled and trained personnel; and

- 1.2.8. it holds all necessary licences, permits and/or permissions to supply the Goods, Services and Equipment to the Company under the Contract and it shall at all times maintain any such licences, permits and/or permissions.

2. Defects and Warranty

- 2.1. The Contractor must at its expense rectify any defect in the Goods and Equipment or re-perform any defective Services occurring within the Defects Correction Period for the Goods, Equipment and Services (fair wear and tear excepted), unless a longer period is provided in the written Contract, in which case such longer period shall apply.
- 2.2. If the Goods or Equipment fail for any reason other than fair wear and tear within the Defects Correction Period, the Contractor shall either replace the Goods or Equipment at no cost to the Company or, if the Goods or Equipment cannot be replaced, refund all amounts paid by the Company for the Goods or Equipment.
- 2.3. The Company is required to advise the Contractor of any defect in or damage to the Equipment. In connection with such Equipment, the Contractor must:
 - 2.3.1. repair the defective or damaged Equipment as promptly as possible and shall advise the Company on any repair times longer than five (5) Business Days;
 - 2.3.2. supply the Company with an appropriate replacement for the Equipment while it is being repaired; and
 - 2.3.3. if necessary, transport the Equipment from the Site to the Contractor's or a third-party premises for repairs and re-deliver the repaired or replacement Equipment when it has been repaired.
- 2.4. If emergency repairs to the Equipment are required and the Contractor fails to commence such repairs within twenty-four (24) hours following the Company's request to the Contractor to do so, the Company

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may, at the Contractor's cost, carry out or procure the carrying out of such emergency repairs without invalidating any warranty given by the Contractor.

- 2.5. The Contractor is liable for all costs associated with the repair of defective or damaged Equipment unless the defect or damage is the direct result of the negligent or deliberate misuse of the Equipment by the Company or its personnel.

3. Risk and title

- 3.1. Title in and to the Goods (which must be delivered by the Contractor to the Customer free and clear of any liens, claims, security interest or other encumbrance) shall either pass to the Company upon payment or, if the Goods are to be incorporated into the Site or equipment, upon such incorporation, whichever occurs first. Risk in and to the Goods shall pass upon delivery thereof at the Site stated in the Contract.

- 3.2. If the Contract requires the Contractor to remove Company owned Goods from the Site, risk of loss of or damage to such Goods, including during transportation, handling and storage thereof by the Contractor, shall pass to the Contractor when it loads the Goods and shall revert back to the Company when they are unloaded on the Site.

- 3.3. Ownership of the Equipment shall remain with the Contractor, and it remains the Contractor's responsibility to ensure that the Equipment remains fully insured against the risk of loss or damage to the Equipment.

4. Protection

- 4.1. The Contractor must protect the Goods or Equipment from loss or damage arising from any cause and ensure that the Goods or Equipment are appropriately packed, handled and transported to the Site, in accordance with any instructions contained in the Contract or any applicable user's manual, to prevent damage or shrinkage while in transit or storage. If no such instructions are contained in the Contract or applicable user's manual, the Contractor shall meet the packaging standards as is customary in the industry so as to ensure that the Goods or Equipment are adequately protected and free of any damage while in transit or storage.

- 4.2. The Contractor must ensure the delivery of all relevant and useful documents accompanying the Goods or Equipment, which must bear the Purchase Order or Contract number, contain a clear description of the Goods or Equipment, the date and

point of dispatch and any such further particulars and supporting documentation as may be required by the Company or by Law.

- 4.3. All packaging materials shall become the property of the Company upon delivery of any Goods or Equipment.

- 4.4. Where marine transit of Goods is applicable, the following also apply: (i) crating and preservation must be suitable for sea going transport and all apertures closed and sealed to protect the Goods against corrosion and water or moisture ingress; (ii) Goods placed in plastic wrappers must display the part number or item information without requiring the opening of the packaging. If more than one item is packed in a crate, a packing list must be placed on the inside and outside of the container; and (iii) Goods must be packed in a manner to avoid contact damage.

- 4.5. The Contractor shall, at its own cost, replace any Goods or Equipment lost or damaged in transit.

5. Delivery

- 5.1. The Contractor shall within three (3) Business Days of its receipt of the Purchase Order confirm its acceptance of the delivery and/or performance date and time with the person nominated by the Customer in the Purchase Order, or any duly authorised person of the Customer.

- 5.2. Upon it becoming foreseeable that there will be a delay in delivering the Goods, performing the Services or delivering or repairing the Equipment, the Contractor must immediately notify the Company of the reason for and the anticipated duration of the delay. The Company may grant or refuse to grant an extension of the delivery date in its sole discretion.

- 5.3. The Company may cancel the Contract in whole or in part if any delivery is not met.

- 5.4. The Company shall not be required to accept any quantity of Goods above that specified in the Purchase Order nor shall it be obliged to accept any Goods which are less than the quantity specified in the Purchase Order. The Contractor must at its own cost remove all excess or insufficient Goods from the Site within three (3) Business Days of notice by the Company, and title and risk of loss of or damage to in these Goods shall at all times remain with the Contractor.

- 5.5. The Contractor shall at delivery of Equipment to the Site, provide the Company with:

- 5.5.1. all documents, manuals and other information essential for the use, operation

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- and maintenance of the Equipment;
- 5.5.2. details of all attachments and accessories; and
- 5.5.3. an accurate indication of the state of the Equipment, including the remaining utilisation hours for major componentry and sub-components, and a reasonable estimate of the life remaining in the Equipment expressed as a percentage or any other form requested by the Company.
- 5.6. If any of the Goods or Equipment delivered to the Site, or Services performed, are not as described in, or do not comply with the requirements of, the Contract, the Company may reject such Goods, Equipment or Services in writing, stating the reasons therefor, and direct the Contractor at the Contractor's cost, in the case of Goods or Equipment, to either replace or rectify the rejected Goods or Equipment, and, in the case of Services, to reperform the Services.

6. Tests and inspections

- 6.1. The Company has the right to conduct tests and/or inspections of the Goods, Services and/or Equipment during or after their delivery or performance, or any time after payment therefor.
- 6.2. No inspection of the Goods, Services and/or Equipment by the Company shall constitute acceptance of any Goods, Services and/or Equipment which do not comply with the Contract, nor does it affect the right of the Company to subsequently reject the Goods, Services or Equipment should the Company subsequently become aware that the Goods, Services or Equipment do not comply with the Contract.

7. Hazardous Materials

- 7.1. If any of the Goods or Equipment are, or if the Services or Equipment include the use of substances, materials or emissions identified as hazardous by any relevant Law or SHE Requirement ("**Hazardous Materials**"), the Contractor must exercise utmost care in the use, handling, storage, transportation and disposal thereof, whether on Site or otherwise, and provide the Company with detailed information regarding (i) the use and restrictions on use thereof; (ii) the potential risks to health, safety and the environment associated therewith; (iii) the safety precautions to be applied in respect thereof; and (v) the procedures to be followed in the event of an incident involving exposure thereto.
- 7.2. The Contractor is required to ensure that the use, handling, storage, transportation and disposal of Hazardous Materials are

conducted in accordance with all applicable Laws, the Company Policies, and SHE Requirements.

8. Invoicing and payment

- 8.1. The price for the Goods, Services and/or Equipment shall (i) be inclusive of VAT; (ii) include all costs associated with the supply thereof and the Contractor's compliance with the Contract; and (iii) be deemed as final and binding on the Parties unless written notification to the contrary is received from the Contractor within ten (10) Business Days of the date the Purchase Order is received by the Company.
- 8.2. The Contractor shall submit a separate tax invoice in respect of each delivery of Goods, Services and/or Equipment in terms of the Company's Purchase Order. The tax invoice shall reflect (i) the Goods, Services and/or Equipment's unit price; (ii) the price of the Goods, Services and/or Equipment exclusive and inclusive of VAT; (iii) the total price exclusive and inclusive of VAT; (iv) the name, address and VAT registration number of the Contractor; and (v) a full description of the precise quantity supplied. The Contractor shall deliver any additional supporting documentation as the Customer requires.
- 8.3. Subject to (i) the Goods, Services and/or Equipment supplied complying with the Contract, and (ii) the Company receiving a valid tax invoice that complies with applicable VAT Laws and the Company's invoice requirements, the Company shall pay the Contractor within 60 (sixty) days from the last day of the month in which the invoice is received by the Company unless a lesser period for payment is specified in the Purchase Order (the "**Payment Due Date**"), and provided that such invoice is accurate in all respects, has been accepted and approved for payment by the Company and is accompanied by a statement of account in such format and containing such detail as the Company may specify from time to time.
- 8.4. Where invoices are submitted by the Contractor in electronic form, the Company agrees to accept such invoices as validly issued invoices, provided that the applicable provisions as set out in this clause 8 are complied with, and the Contractor guarantees the authenticity of origin and integrity of the contents thereof.
- 8.5. Provided that the invoice complies with this clause 8, the Company will pay to the Contractor any VAT properly chargeable in connection with an invoice.

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8.6. The Company shall be liable to pay interest on late payments of any amounts due and payable under the Contract counting as from ten (10) Business Days following the Payment Due Date at the then prevailing three-month JIBAR rate, calculated daily on a non-compounding basis.

8.7. The Company may:

8.7.1. deduct and withhold amounts required by relevant tax Laws or regulations from a payment to be made to the Contractor and pay the withheld amounts directly to the relevant tax authorities and such amounts are deemed to have been paid to the Contractor on the date on which the remainder of the payment to which it relates was paid to the Contractor;

8.7.2. withhold payment of any invoice, or part thereof, which it reasonably disputes;

8.7.3. offset payments due under the Purchase Order against liquidated Losses sustained by the Company and caused by the Contractor's failure to perform its obligations under the Contract; and

8.7.4. where applicable, an amount equal to five percent (5%) of the Contract value until such time that the Contractor submits proof thereof that all its personnel and subcontractors have successfully completed the required exit medicals upon termination or completion of the Contract.

9. Independent contractor status

9.1. The Contractor warrants that it is not a personal service provider as envisaged under any income tax related Laws and will (i) provide confirmation thereof to the Company when so requested; and (ii) immediately notify the Company in writing should the status of any statement in the confirmation change at any time.

9.2. The Contractor shall fully indemnify the Company against all Losses which the Company may suffer or be exposed to in connection with (i) a breach of clause 9.1; and/or (ii) any liability of the Contractor for any tax in respect of payments made in terms of the Contract.

10. Intellectual property

10.1. The Contractor warrants that neither (i) the supply of the Goods, Services or Equipment to the Company; (ii) the use or receipt thereof by the Company, nor (iii) any design, materials, documents, know-how and methods of working provided by the Contractor in the supply of Goods or Equipment or in the performance of Services will infringe any patent, design, trademark or tradename, copyright or other

protected right, whether registered or not ("**Intellectual Property**") of any person.

10.2. The ownership of any Background IP of the Company and Contractor is unchanged by these GCTs.

10.3. Title to, copyright in and other Intellectual Property rights in any documents or other property created by the Contractor for or in connection with the delivery of Goods, Equipment and/or Services vests in the Company on creation and the Contractor hereby cedes and assigns all such rights to the Company with effect from such date.

10.4. If the Company's use of Equipment requires the use of third-party Intellectual Property included or associated with the Equipment, the Contractor must procure that the Company is granted a worldwide, irrevocable, non-exclusive, royalty free licence to use that Intellectual Property in connection with the Equipment.

10.5. The Contractor indemnifies the Company and any Group Company against any claims which may be made against them for the unauthorised or unlawful use or infringement of any Intellectual Property rights in respect of the Company's use of Goods, Services or Equipment as provided by the Contractor, together with all legal defence costs incurred by them in connection with any dispute in respect thereof.

11. Liability and indemnity

11.1. The Contractor indemnifies the Company and any Group Company against all Losses arising in connection with (i) the injury or death of any person; (ii) a breach of any Law; (iii) any damage to the Site; and (iv) any actual or alleged breach of third-party Intellectual Property, in each case which arises as a result of any act or omission of the Contractor, its Staff or assigns.

11.2. Absent gross negligence or fraud on its part, neither the Contractor nor the Company shall be liable to the other for any indirect, consequential or incidental damages, including loss of profit or business, arising in connection with the Contract.

11.3. The provisions of clause 11.2 shall not apply to clauses 11.1(i), 11.1(iv), or a breach of clause 15.

11.4. The indemnity under clause 11.1 shall survive the termination of the Contract.

12. Employment laws

The Contractor shall indemnify the Company and any Group Company and its and their staff and directors against any and all claims by the Contractor's Staff against the Company and any Group Company in terms

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of any Laws relating to employment, and any award or determination made against the Company or any Group Company by a government body in relation thereto. The Contractor warrants that it is and will remain compliant with all employment Laws in respect of its own staff and consultants.

13. Insurance

13.1. The Contractor must: (i) contract and maintain in place all insurance policies that a prudent person in the Contractor's position would consider appropriate in the circumstances having regard to the Contractor's obligations under the Contract, including without limitation marine transit insurance should marine transit of any of the Goods or Equipment be required; and (ii) insure the Goods and Equipment for the period during which they are in transit to the Site, and in the case of Equipment, for their duration on Site, against all loss or damage arising due to any insurable cause, for a limit of not less than the full replacement cost of the Goods or Equipment.

14. Site access and safety

14.1.1. The Contractor undertakes that at all times for the duration of the Contract, it shall ensure that its personnel and subcontractors comply with (i) all SHE Requirements when on a Site; (ii) all lawful directions given by the Company relating to health, safety and environment; (iii) the Company Policies; and (iv) all applicable Laws.

14.2. Access to a Site is at all times subject to the Site's access requirements, including that the Contractor's personnel and subcontractors first successfully complete all medical assessments, induction and training required by any Group Company.

14.3. The Contractor hereby consents to the Site's security personnel right and ability to search the belongings and vehicles of the Contractor's personnel and subcontractors upon entry to and/or exit from the Site.

14.4. The Company reserves the right to revoke, withhold or suspend access to a Site of any person listed in clause 14.2, and may require a suitable replacement for such person at the Contractor's cost.

14.5. If any person listed in clause 14.2 breaches a Company Policy, the Company may remove the Contractor, its personnel and subcontractors from Site, suspend the performance of the Contract at the Contractor's cost until the breach has been remedied and/or terminate the Contract with immediate effect.

14.6. The Contractor is required (i) to implement a

safe reporting mechanism and encourage all of its staff and subcontractors to report any suspected wrongdoing within any Group Company, and (ii) to inform its staff and subcontractors of the Group Company's Safe Reporting Policy and the procedures for the safe reporting of any suspected wrongdoing within any Group Company.

15. Confidentiality

15.1. The Contractor shall maintain as confidential the existence and terms of the Contract and any information which has or will come into its possession or knowledge in connection with its performance of the Contract and which relates to any Group Company's business, operations, affairs, networks, customers, products, developments, trade secrets, Intellectual Property and personnel ("**Confidential Information**"). Confidential Information shall not include information which at the time of its disclosure: (i) is publicly available through no breach of this Contract by any person; or (ii) is made available on a non-confidential basis by a third-party who is not bound by any obligation of confidentiality; or (iii) information which after disclosure by the Company is published or becomes generally available to the public; or (iv) information which the Contractor can show was in its possession at the time of disclosure and which was not acquired directly or indirectly from the Company.

15.2. The Contractor may only disclose Confidential Information (i) with the prior written consent of the Company; (ii) to the extent required by Law or any applicable stock exchange listing rule; (iii) to the extent necessary to enforce its rights under the Contract, or (iv) to its staff, subcontractors, insurers, professional advisors and Affiliated Entities for the purpose of performing its obligations under the Contract and provided that those persons are under an express enforceable obligation (in favour of the Company) to keep the Confidential Information confidential.

15.3. The Contractor shall not, without the Company's prior written approval, take photographs, or make video or audio recordings on the Site, or publish any statement or advertisement using Confidential Information.

16. Contractor default

If the Contractor breaches any obligation or undertaking under the Contract and fails to remedy it within five (5) Business Days of the Company's written request to do so, or

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becomes insolvent, enters into voluntary or involuntary liquidation, has a receiving or administration order made against it, compounds with its creditors, or carries on business under a receiver, trustee or manager for the benefit of its creditors, or if any act or event (under applicable Law) occurs which has a similar effect to any of the above acts or events, then the Company may, without prejudice to any other rights it may have including to claim damages, terminate the Contract with immediate effect.

17. Termination for convenience

The Company may at any time, in its absolute discretion, terminate the Contract in whole or in part on thirty (30) days' prior written notice to the Contractor. The Company must pay the Contractor, as the Contractor's sole remedy in relation to such termination, all amounts due and unpaid for the Goods delivered, Services rendered and/or Equipment leased to the Company as at the date of termination.

18. Return of Equipment at termination

Upon termination of the Contract or expiry of the period for which the Equipment is leased to the Company as specified in the Purchase Order, the Company shall deliver or make available to the Contractor for collection the Equipment and all parts thereof in good working order and condition, excepting fair wear and tear as a result of the appropriate use of the Equipment.

19. Dispute resolution

19.1. Any dispute between the Parties arising out of the Contract shall be submitted exclusively to arbitration in accordance with the commercial arbitration rules of the Arbitration Foundation of Southern Africa ("AFSA"). The arbitration shall be conducted in English and shall be held in Pretoria, South Africa. The arbitration shall be conducted by one arbitrator selected in accordance with the AFSA rules.

19.2. Nothing in this clause 19 shall preclude either Party from seeking an urgent interdict or urgent relief from High Court of South Africa, Gauteng Division, Pretoria (to which jurisdiction the Parties hereby consent), including pending the award of the arbitrator.

19.3. The laws of the Republic of South Africa apply to this Contract and any non-contractual obligations arising out of or in connection with it.

20. Force majeure

20.1. If a Party is prevented or materially delayed from fulfilling any of its obligations under the Contract as a result of any event or cause

beyond that Party's reasonable control and which is not attributable to any fault of its own, that Party must promptly give written notice thereof to the other Party specifying the cause and anticipated duration of the particular event affecting that Party.

20.2. Performance of affected obligations will be suspended from the date on which notice is given under clause 20.1 until the date of termination of the particular event notified by the affected Party and that Party will not incur any liability due to delay or failure to perform its affected obligations during the period of suspension.

20.3. In the event the delay or failure to perform the affected Party's obligations under this clause 20 continues for more than sixty (60) consecutive days, the unaffected Party may terminate the Contract by giving thirty (30) days' prior written notice to the affected Party.

21. Anti-corruption

21.1. The Contractor warrants that it has not and will not, in relation (directly or indirectly) to the Contract or the obtaining thereof, undertake any activity that constitutes, or may constitute, a breach of any Anti-Corruption Laws and shall, in the performance of its obligations under the Contract, at all times comply with Company Policies in relation to anti-bribery and corruption, failing which, without limitation to any other right or remedy available to the Company, the Company may: (i) suspend the performance of the Contract at the Contractor's expense; (ii) remove the Contractor or any of its Staff from and refuse access to the Site; and/or (iii) terminate the Contract with immediate effect, in each case without any liability for any Losses suffered by the Contractor or its Staff or assigns.

21.2. The Contractor undertakes to report, on the Group Company's independent reporting hotline, any Improper Conduct which has occurred or is reasonably likely to occur. The hotline may be contacted by telephone (0800172747), email (sedibeloplatinum@whistleblowing.co.za), web (www.whistleblowing.co.za) or SMS (33490). Reports of Improper Conduct may be submitted anonymously.

21.3. The Contractor represents that there is no relationship between it and the Company or their respective directors and employees that gives rise to an actual or potential conflict of interest. The Contractor undertakes to immediately notify the Company upon becoming aware that any

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- such relationship is likely to arise.
- 21.4. The Contractor warrants that (i) none of its staff, directors, shareholders, partners, members, trustees or beneficiaries are Government Officials as defined in PPM's Anti-bribery and Corruption Policy; (ii) if any person mentioned in clause 21.4(i) becomes a Government Official, the Contractor will notify the Company within five (5) Business Days thereof; (iii) it has notified the Company if any of the persons mentioned in clause 21.4(i) have immediate family or close relatives who are Government Officials which may result in an actual, or perceived, conflict of interest; and (iv) it will provide all information reasonably requested by the Company in relation to this clause 21.
22. **Compliance**
The Contractor warrants that it shall, and shall ensure that its Staff comply with all applicable Laws in relation to the Contract.
23. **Anti-bullying and harassment**
No intimidation, bullying, threats or other forms of harassment, including verbal, physical or sexual harassment, by the Contractor and its subcontractors, and each of its and their Staff will be tolerated and shall constitute grounds for the Company's immediate termination of the Contract without any liability to it.
24. **Human Rights**
The Contractor undertakes to comply with the Sedibelo Human Rights Policy as if it were directly applicable to it and its activities and recognizes that any breach of such undertaking would be for immediate termination of the Contract by the Company without any liability to it.
25. **Fronting**
If the Company becomes aware of, or has a reasonable suspicion that, any Fronting is taking place or has taken place, then the Company may suspend and/or terminate the Contract with immediate effect without any liability to it.
26. **Personal information**
- 26.1. For the purposes of this clause, "data subject", "personal information", "process" and "responsible party" have the meanings given to them in the Protection of Personal Information Act, No. 4 of 2013. The Contractor may only process personal information for the purposes of performing its obligations under the Contract or as otherwise authorised by the Company in writing.
- 26.2. In this regard, the Contractor (i) may not disclose personal information without the

Company's prior written consent, except as required by law; (ii) must take all reasonable technical and organisational measures to protect personal information against loss, damage, unauthorised destruction and unlawful access or processing; (iii) must immediately notify the Company in the event there are grounds to believe that personal information has been lost, damaged, accessed or acquired by any unauthorised person; and (iv) except as required by law or agreement between the Parties, must return or destroy (at the Company's direction) all personal information (a) when it is no longer required for Contract performance, (b) on Contract termination, or (c) at the Company's request at any time.

27. **Actions in favour of the Host Community**

- 27.1. The Contractor warrants that, upon the Company's reasonable request in view of the nature of the Contract, and in connection with the Contract it will (i) use all reasonable efforts to have as its primary source of labour, the host community identified in the Company's social and labour plan of the relevant Site ("**Host Community**"), (ii) purchase goods and services required for performance under the Contract from Host Community businesses, focusing on SMMEs. All goods and services procured from Host Community businesses must meet all safety, technical capability and delivery requirements; (iii) provide the Company with reports in the requisite format detailing information requested from the Company, including the number of employees recruited from the Host Communities, the number of Host Community businesses from which goods and services are procured by the Contractor, total spend with Host Community businesses, and any other information the Company may require; and (iv) work in partnership with the Company to identify, participate and co-invest in social development projects which shall include enterprise and Contractor development programmes, charitable, education, health, skills building and other types of development activities.

28. **Notices**

- 28.1. All notices between the Parties must be in writing, in English, and addressed to the other Party at the physical or email (with acknowledgement of receipt) address specified in the Contract. Notices are deemed to have been received: (i) if posted by registered post, on the tenth (10th) day after posting, (ii) if delivered personally, upon

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delivery; and (iii) if sent by email on the date of transmission (with acknowledgement of receipt), unless such date is not a Business Day, in which case the email shall be deemed received on the next Business Day.

29. Right to audit

The Contractor shall permit the Company's staff and/or its nominated audit representatives reasonable access to the Contractor's premises, records and/or processes to the extent necessary to verify the Contractor's compliance with the SHE Requirements.

30. Assignment

30.1. Subject to clause 30.2, neither Party may, without the other Party's prior written consent, cede, assign and/or delegate to any person any right, title, interest, obligation or liability under or arising from the Contract.

30.2. The Company may cede, assign and/or delegate any of its rights, title, interests, obligations or liabilities under or arising from the Contract to any Affiliated Entity, without obtaining the Contractor's consent but must notify the Contractor thereof, whether prior to or after the cession, assignment or delegation.

31. Subcontract

The Contractor shall not subcontract all or part of the performance of the Contract without the Company's prior written consent. The Contractor shall be liable for the acts or defaults of its employees and any of its subcontractors, as if they were the acts or defaults of the Contractor.

32. Severability

If any provision of the Contract is void, illegal or unenforceable, that provision is severable from the Contract and the remainder of the Contract has full force and effect.

33. Non-waiver

No indulgence by either of the Parties shall constitute a waiver of any of its rights, and such Party shall not thereby be precluded from exercising any rights against the other Party which might have arisen in the past or which might arise in the future relating to the Contract.

34. Amendment

The Contractor must acknowledge and confirm acceptance of any Purchase Order amendment within two (2) Business Days of the date of the Purchase Order amendment by the Company, failing which the Purchase Order amendment shall be deemed to be accepted.

35. No other relationship

Nothing contained in the Contract may be construed as constituting a joint venture, agency or partnership between the Parties.

36. Survival

Any provision of the Contract which contemplates performance or observance subsequent to any termination or expiration of the Contract shall survive the termination or expiration and continue in full force and effect.

37. General

37.1. These GTCs supersede and cancel all other communications, representations, commitments and warranties relating to the subject matter hereof which may have been made by the Parties, either orally or in writing, prior to the date of these GTCs, and which shall become null and void as from the date cited in the heading to these GTCs.

37.2. These GTCs read with the Contract and other documents referred to herein and therein constitute the sole agreement between the Parties with regard to the subject matter hereof.

37.3. Neither Party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein or in the Contract.

37.4. Clause headings are for reference only.

37.5. The words 'include' and 'including' are to be construed without limitation.

37.6. Reference to any legal instrument is a reference to same as amended, modified, substituted or re-enacted from time to time.

37.7. If the due date for anything to be done under the Contract is not a Business Day, then it must be done on the next Business Day.

37.8. Any number of days is reckoned exclusively of the first and inclusively of the last day.

37.9. The expression herein "*the Contractor warrants*" shall mean in each case "*the Contractor, on behalf of itself and its subcontractors, and each of its and their Staff, warrants to the Customer*".

38. Definitions

Unless the context otherwise requires, the following terms have the meanings given when used in these GTCs:

38.1. **Affiliated Entity** means, in relation to a Party or other entity, a body corporate which is incorporated in South Africa and which is (i) a controlling company; (ii) a controlled company; or (iii) a controlled company of a controlling company, of that Party or other entity. For the purposes of this definition, one body corporate controls another when it directly or indirectly (a) owns or is in a position

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to cast, or control the casting of, 50% or more of the shares entitled to vote at general meetings of that other body corporate; or (b) has the ability to appoint or remove a majority of the board of directors of that other body corporate, and “controlled” and “controlling” will be construed herein accordingly.

- 38.2. **Applicable Anti-corruption Laws** means any anti-corruption Laws that are applicable to either the Company, the Contractor or the Contract, including without prejudice to the generality of the foregoing: (i) the South African Prevention and Combating of Corrupt Activities Act, 2004, (ii) the United States Foreign Corrupt Practices Act (“**FCPA**”); (iii) the United Kingdom Bribery Act 2010; and, (iv) any other relevant law, that is applicable in the jurisdiction in which the Company or the Contractor are registered or conducts business or in which activities relevant to the Goods, Services or Equipment for hire are to be performed, which (a) prohibits the offering of any gift, payment or other benefit to any person or any officer, employee, agent or adviser of such person; or (b) is broadly equivalent to the FCPA or the UK Bribery Act 2010 or has as its objective the prevention of corruption. In addition, adherence to international best practice guidelines is recommended and the Contractor should comply with all applicable laws regarding establishing and maintaining accurate books and records and adequate internal controls.
- 38.3. **Authority** means any national, state, provincial, regional, territorial, local or municipal government, ministry, or governmental department, commission, board, bureau, agency, or instrumentality, or executive, legislative, judicial or administrative body, in each case with jurisdiction.
- 38.4. **Background IP** means the protected intellectual property or industry rights (whether legal or equitable) in a Party's procedures, processes, systems, know-how and methodologies which are pre-existing or developed other than in the performance of the Contract and which are made available to the other Party pursuant to the Contract.
- 38.5. **Business Day** means any day that is not a Saturday, Sunday or a public holiday in South Africa.
- 38.6. **Company Policies** means the policies, codes, principles and Contractor Standards published by the Company or any Group Company, and such other codes, principles

and Contractor Standards notified by the Company to the Contractor and/or which are found from time to time on the Company's website: <https://ppmsa.co.za>.

- 38.7. **Contract** means the Purchase Order, these GTCs and/or all documents agreed in writing (including electronically) between the Contractor and the Customer. To the extent that the Contractor's terms and conditions (the “**Contractor's GTCs**”) are supplied to the Company in respect of the Goods, Services and/or Equipment (including as printed on consignment notes or other documents), and to the extent that the Contractor's GTCs conflict with or are inconsistent with these GTCs, then those conflicting or inconsistent provisions of the Contractor's GTCs will be of no legal effect and will not constitute part of the Contract (even if any representative of the Company signs those terms and conditions or annexes the terms and conditions to the Contract); provided however that the Company may derogate from the preceding rule by a clear and express provision to the contrary executed by a duly authorised representative of the Company. The Contract between the Company and the Contractor may in exceptional circumstances take the form of an agreement by email if it is then performed by both Parties and if the email from the Company to the Contractor is sent by a duly authorised representative of the Company for such purpose.
- 38.8. **Contractor** means the person or entity named as such in the Contract (and/or otherwise identified as the provider of Goods, Services or Equipment) and includes the Contractor's Staff.
- 38.9. **Defects Correction Period** means: (i) in respect of Goods, 24 months from the date of delivery of the Goods; and (ii) in respect of Services, 12 months from the date on which a Service is last performed, in each case as adjusted in accordance with the Purchase Order.
- 38.10. **Equipment** means the equipment hired by the Company as specified in the Contract.
- 38.11. **Fronting** means the offence under section 130(1) of the Broad-Based Black Economic Empowerment Act, No. 53 of 2003 (“**BBBEE Act**”) and the Broad Based Black Economic Empowerment Amendment Act No. 46 of 2013, as may be amended from time to time.
- 38.12. **Goods** means the goods, if any, specified as such in the Purchase Order (including any part of the goods specified), or in the

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Contract as the case may be, and includes raw materials, processed materials and/or manufactured products.

- 38.13. **Group Company** means the following entities and persons individually and collectively: (i) the Company; (ii) the Company's Affiliated Entities; (iii) the Company's co-venturers, co-owners, partners, joint venturers, co-lessees, co-working interest owners, and those of its Affiliated Entities; and (iv) the directors, officers, assigns, managers, members, shareholders, owners, and employees of the foregoing entities.
- 38.14. **Improper Conduct** means any conduct that is deemed improper under the Group Company policies and procedures, including but not limited to committing an unlawful civil and/or criminal offence, the misuse of assets, financial or non-financial mismanagement and engaging in or being complicit in fraud, bribery or corruption.
- 38.15. **JIBAR** means the Johannesburg Interbank Agreed Rate.
- 38.16. **Law** means statutes, ordinances, regulations, by-laws, subordinate legislation, conventions, orders and awards of any government authority and proclamations, and includes any licence, permit, consent, authorisation, registration, filing, agreement, notice, notarisation, approval, determination, certificate, ruling, or exemption from any Authority or under any Law which must be obtained or satisfied and includes any condition or requirement under the foregoing.
- 38.17. **Loss(es)** means any loss, damage, liability, charge, expense, or cost (including all reasonable legal and other professional costs) of any nature whatsoever, penalties, interest, fines, including those arising as a result of claims, demands, actions, proceedings or suits by any person.
- 38.18. **Party** means the Company and the Contractor, and the "**Parties**" means both of them.
- 38.19. **Purchase Order** means a document labelled "Purchase Order" or similarly labelled which is issued by the Company to the Contractor for the supply any Goods and/or Services, or to lease the Equipment from the Contractor. A Purchase Order may also be constituted by one or more Contracts between the Contractor and the Company. Any Purchase Order automatically incorporates these GTCs.
- 38.20. **Services** means the services, if any, specified as such in the Purchase Order or

Contract (including any part of the specified services and any ancillary services).

- 38.21. **SHE Policies** means policies, codes, procedures and directions with respect to health and safety, the environment and stakeholder relationships applicable to the Site.
- 38.22. **SHE Requirements** means all relevant Law relating to workplace safety, health and the environment, and includes SHE Policies.
- 38.23. **Site** means the place(s) described as such in the Purchase Order as the place for the delivery to, use or storage of the Goods or Equipment by, the Company, or for the performance of the Services.
- 38.24. **Staff** means the employees, agents, representatives, consultants and contractors of any person.
- 38.25. **VAT** means value added tax or any analogous tax in any jurisdiction, including goods and services tax, use, sales and local taxes of any kind.

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