



Columbus Stainless

Document no.:
PUR-CON-RAW002

Title: GENERAL TERMS AND CONDITIONS FOR PURCHASING OF RAW MATERIALS

Revision: 11

IMPLEMENTATION DATE: 31 October 2026

Page 1 of 16

GENERAL TERMS AND CONDITIONS FOR PURCHASING RAW MATERIALS

Made and entered into between:

Entity Name

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

Registration No

Registered Address

(Hereinafter referred to as “**Supplier**”)

AND

COLUMBUS STAINLESS (PTY) LTD

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

(Hereinafter referred to as “**Columbus**”)

INITIAL: COLUMBUS

INITIAL: SUPPLIER

**WHEREAS:**

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

1. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

1.1.3 “Agreement” means this Agreement entered into and between Columbus and the Supplier and includes Columbus’ Purchase Order and these General Terms and Conditions, together with any subsequent written amendments thereto issued by Columbus.

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

1.1.5 “Bulk material” mean all Raw Materials that are ordered in large quantities.

1.1.6 “Columbus Site” means Dr Mandela Road, Middelburg, Mpumalanga.



- 1.1.7 “**Conditions**” means the terms and conditions contained in the Purchase Order and this Agreement entered into between Columbus and the Supplier, and all attachments together with any subsequent written amendments to the Purchase Order or this Agreement, duly signed by the Parties.
- 1.1.8 “**Control**” means with respect to a corporation, the right to exercise, directly or indirectly, more than 50% of the voting rights attributable to the shares of the controlled corporation and, with respect to any person other than a corporation, the possession, directly or indirectly of the power to direct or cause the direction of the management or policies of such person, and the terms Controlled by, Controlling and under common Control will shall have a similar meaning;
- 1.1.9 “**Data Privacy Legislation**” any and all laws relating to the Protection of Data or Personal Information, including POPIA;
- 1.1.10 “**Dry mass**” means the dried raw material excluding the moisture content percentage.
- 1.1.11 “**Incoterm**” means Incoterms 2020 as published by the International Chamber of Commerce;
- 1.1.12 “**Packaging mass**” means anything used to contain, protect, handle, deliver or present the Raw Material, it includes items such as boxes, pallets, crates, containers, tubes, cores, bags and sacks, tape and materials for wrapping;
- 1.1.13 “**Party or Parties**” means either Columbus or the Supplier or both as may appear from the context.
- 1.1.14 “**Personal Information**” shall have the meaning ascribed to it in chapter 1 of POPIA;
- 1.1.15 “**POPIA**” means the Protection of Personal Information Act No.4 of 2013, as amended from time to time, including any regulations and or code of conduct made under the Act;”
- 1.1.16 “**Process or Processing**” means shall have the meaning ascribed to it in Chapter 1 of POPIA
- 1.1.17 “**Public Official**” means: (i) an employee or officer of a government entity, department, or agency; (ii) any person acting in an official capacity for or on behalf of any such government; (iii) an employee or officer of an organization authorized by the government to perform government functions; (iv) a legislator (whether full or part-time); (v) a person holding an honorary or ceremonial government position; (vi) any political party official, or candidate for political office; and (vii) where the public body is a corporation the corporation incorporated as such;
- 1.1.18 “**Purchase Order**” means, Columbus’ written Purchase Order, together with any subsequent written amendments thereto issued by Columbus.
- 1.1.19 “**Raw Material**” means the Raw Material as defined in the Purchase Order.
- 1.1.20 “**Sanctions**” means trade, economic or financial sanctions provisions, laws, regulations, embargoes or restrictive measures imposed, administered or enforced from time to time by a Sanctions Authority.



- 1.1.21 **"Sanctions Authority"** means the United Nations; the European Union; the Government of the United States of America; the Government of the United Kingdom; the Government of South Africa and any of their governmental authorities.
- 1.1.22 **"Sanctioned Country"** means a country or territory which is, or whose government is, subject to comprehensive (broad-based and geographically oriented) Sanctions.
- 1.1.23 **"Sanctioned Entity"** means a person or entity, which is listed on a list issued by a Sanctions Authority or is otherwise subject to Sanctions; a person who is ordinarily resident in a Sanctioned Country; an entity that is located or incorporated in a Sanctioned Country; and/or an entity that is owned or controlled by a Sanctioned Entity.
- 1.1.24 **"Silo"** means a structure for storing bulk materials.
- 1.2 The rules of interpretation of contracts that a contract shall be interpreted against the Party responsible for the drafting and preparation of the contract shall not apply to this Agreement.

2. ACCEPTANCE OF PURCHASE ORDER

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

3. SPECIFICATION OF RAW MATERIAL

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

4. TRANSPORT

- 4.1. The Raw Material shall be delivered by the Supplier to Columbus as specified in the Purchase Order. If there is a specific transport arrangement it must be pre-arranged and clearly stated in the Purchase Order.
- 4.2. In the event of a breakdown of the Suppliers vehicle and/or part of or combination of the vehicle on the Columbus Site, it will be the Supplier's responsibility to ensure the vehicle or combination is removed from the Columbus Site within 2 (two) hours. All costs incurred as a result of the removal of the vehicle shall be for the Suppliers account.
- 4.3. In the event that the Suppliers vehicle breaks down at a critical place, or obstructs Columbus' production process, or the Supplier does not remove their vehicle as per 4.2, Columbus shall have the right to immediately remove the Suppliers vehicle from the Columbus Site, and all costs



incurred may be set off from any amounts which may become due or owing to the Supplier.

5. DELIVERY

- 5.1. The Raw Material shall be delivered to Columbus as set out in the Purchase Order.
- 5.2. The Supplier shall deliver the Raw Material on the date as specified in the Purchase Order.
- 5.3. The Supplier shall pre book deliveries on the Columbus Pre Booking system against available time slots.
- 5.4. The Supplier shall provide the following documentation to Columbus' weighbridge on delivery of Raw Material to Columbus namely:
 - 5.4.1. Delivery notes for road deliveries must contain the following information:
 - 5.4.1.1. Columbus' registered Suppliers name;
 - 5.4.1.2. Columbus 'Purchase Order number;
 - 5.4.1.3. Columbus' Raw Material item code.
 - 5.4.2. Bulk Materials: A printed weigh bridge ticket containing gross, tarre and net mass for each road truck and weigh in, weigh out time and date.
 - 5.4.3. Packed Raw Materials: A printed weigh bridge ticket containing gross, tarre and net mass for each road truck and weigh in, weigh out time and date, stating gross, tarre net and Packaging mass.
 - 5.4.4. A completed section 37 according to the OHS Act for entry on Columbus's site.

6. RISK & OWNERSHIP

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

7. RADIOACTIVITY

- 7.1. Columbus will not accept any Raw Material deliveries which trigger Columbus' Radio Active detection units except for the NORM (Naturally Occurring Radioactive Materials). A radio-active alarm raised on incoming NORM loads by calcium aluminate (CAAL), fluorspar (Fluo and CAF2), carbon powder (CARB), coke, Ferro niobium (FENB), ferromolybdenum (MOOX), or silicon carbide (SICA, S160) will require no further checks and the Raw Material can be off-loaded.
- 7.2. Save for the exceptions in clause 7.1 Columbus will notify the Supplier, and the NNR (National Nuclear Regulator) in the event of Columbus' Radio Active Detection Unit being triggered.
- 7.3. Columbus will impose a penalty of R50 000 (fifty thousand Rand) per load, against the Supplier if the detectors are triggered.
- 7.4. The penalty shall be payable by the Supplier within 7 (seven) days from date of written notice by Columbus, failing which the full penalty amount may be set off from any amounts which may become due or owing to the Supplier. Should any radioactivity whatsoever be detected by Columbus metering equipment and declaration be granted by NNR, the material shall be promptly returned to Supplier, which shall assume all damage and expenses, particularly those of locating, transportation and handling of the radioactive part which shall be deemed the property of the Supplier. In any event if the NNR requires the load to be re-routed all costs incurred for re-routing the load shall be for the Suppliers account. If despite the controls and detection systems established by both parties, any scrap containing radioactive part(s) is melted down in the Columbus' steelworks, the Supplier shall assume all the expenses of decontamination and handling of the radioactive waste, and shall also indemnify Columbus and third persons, for any damages caused as a result.

8. QUANTITY

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

INITIAL: COLUMBUS

INITIAL: SUPPLIER



- 8.2. Columbus reserves the right to increase or decrease the quantity of Raw Material required, according to its production schedule.

9. CONSIGNMENT STOCK

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

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

10. MASS DETERMINATION

- 10.1. The Purchase Order will state whether the Supplier or Columbus' weighbridge ticket will be used to determine the weight of the Raw Material. This shall constitute prima facie proof of the tonnages of Raw Material delivered to Columbus
- 10.2. In the event that the Suppliers' weighbridge ticket is used for mass determination and the Supplier does not present the documentation as required in clause 5.4.1, Columbus' weighbridge ticket shall constitute prima facie proof of the tonnages of the Raw Material delivered to Columbus.
- 10.3. Notwithstanding the above, each and every load of Raw Material delivered to Columbus shall be weighed by Columbus. In the event where there is a mass difference of more or less than 0.30% in net weight between the Suppliers mass and Columbus' mass the vehicle will be reweighed at the 3RD Scale.
- 10.4. The Parties agree that the 3rd scale shall constitute prima facie proof of the tonnages received by Columbus.
- 10.5. All Mpumalanga and Gauteng Suppliers shall ensure that their vehicles are filled with diesel/petrol prior to loading and/or delivering Raw Material to Columbus' Site to minimize any weight discrepancies.

11. QUALITY DEFECTS

Columbus will sample the material in the Columbus SANAS accredited laboratory. If and when a discrepancy arises, discrepancy being a difference in the content more than 0.5%.

- 11.1 In the event that any Raw Material delivered to Columbus does not meet the quality specification's as specified and set out in the Purchase Order, Columbus will notify the Supplier in writing as soon as reasonably possible after becoming aware thereof, and shall furnish the Supplier with all relevant reports, photographs and documentation in support thereof. Columbus will set aside and not use any of the Raw Material of which the quality is in dispute.
- 11.2 In the event of a quality defect Columbus will have the undermentioned options:
- 11.2.1 to instruct the Supplier to immediately replace or remove the Raw Material. The Supplier will



also be liable for all associated costs related to the replacement of the Raw Material namely collection, delivery etc.; or

11.2.2 in the event that the Supplier disputes the quality defect, to have the Raw Material assayed by an independent expert nominated by the Supplier and agreed to by Columbus. The decision of the independent expert shall be final and binding on both Parties and not capable of review or appeal. The party whose results are furthest away from the expert final result shall pay all costs relating to the independent expert analysis. In case of an equal difference, the costs shall be borne equally between both parties or

11.2.3 The Supplier shall have the option to offer a discount to Columbus.

11.3 Columbus retains the sole discretion in deciding which of the above options in 11.2 to accept.

11.4 Notwithstanding the above, in the event that the Supplier becomes aware or is advised of any quality defect in the Raw Material the Supplier shall immediately notify Columbus.

12. PRICE

12.1. The Raw Material price shall be specified in the Purchase Order. All prices are inclusive of all duties, charges, licenses and other fees but exclusive of VAT. This Agreement shall be subject to VAT as imposed by the South African Revenue Service as per the Purchase Order.

12.2. Payment is subject to any deductions and retentions authorized in terms of these Conditions and the performance by the Supplier of all of its obligations in strict accordance with the terms of the Purchase Order and this Agreement.

12.3. Payment will be made in the currency specified in the Purchase Order.

12.4. Payment made by Columbus will not affect the rights of Columbus hereunder or be interpreted as approval or acceptance of the Raw Material.

12.5. In the event of a quality dispute the Supplier shall issue a debit or credit note upon the final quality results.

12.6 If the price is based on chemistry content and it differs more than 0.5% from the results from the Columbus SANAS accredited lab, Columbus will request a credit note or negotiate an amicable solution with the Supplier.

13. PAYMENT AND TERMS OF PAYMENT

13.1. Payment shall be made, without prejudice to the rights of Columbus, under any of the terms and conditions of this Agreement provided that:

13.1.1. A valid tax invoice, debit note or credit note is received by Columbus Stainless, Attention: Creditors Control, Private Bag 251844, Middelburg, 1050. Electronic tax invoices must be e-mailed to invoices@columbus.co.za, on or before the 7th day of the month following the month in which the Raw Material was delivered.

13.1.2. All invoices, debit notes or credit notes must comply strictly with Section 20 of the Value Added Tax Act 89 of 1991 and the Tax Administration Act 28 of 2011.

13.1.3. Tax invoices and all correspondence are to reflect the Columbus Purchase Order number and/or contract number.

13.2. Payment shall be based on the net mass as set out in Clause 10; and/or the chemical content percentage as per the certificate of analysis, this will be clearly stated on the Purchase Order.

13.3. The Raw Material delivered (gross and tarred) up to 12:00 the last day of the calendar month shall be deemed as Raw Material delivered during the delivery month, and all Raw Material delivered after 12.00 on the last day of the month shall fall into the next delivery month.

13.4. Should the Supplier fail to submit a compliant tax invoice by the specified cutoff date, Columbus shall be entitled without incurring any liability for interest or late payment penalties, to defer payment until the next scheduled payment cycle following the rectification and receipt of such



invoice.

- 13.5. Columbus' standard payment terms are 90 (ninety) days from the last day of the calendar month of delivery, unless otherwise agreed in writing.
- 13.6. Columbus shall not pay interest on any late payments due to incorrect Supplier invoices.

14. NON-EXCLUSIVE SUPPLY

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

15. TESTING AND INSPECTION

- 15.1. Columbus, its authorized representatives and any independent inspection authority appointed by Columbus shall have the right:
- 15.1.1. to inspect and test the Raw Material at all reasonable times prior to delivery to the Supplier's works or after delivery to Columbus' Site, as Columbus may deem necessary or desirable;
 - 15.1.2. to audit the Supplier's quality assurance systems;
 - 15.1.3. to raise a SQN (Supplier Quality Note), which will be communicated to the Supplier to notify them of non-conforming material.

16. SUBCONTRACTING

- 16.1. The Supplier shall not sub-contract the whole or any part of this Agreement without the prior written consent of Columbus, which consent shall not be unreasonably withheld.
- 16.2. Should Columbus consent to the sub-contracting of the transportation of Material in terms of this Agreement, the Supplier must, at a minimum, ensure that its transport subcontractor complies with the following requirements:
- 16.2.1. That the trucks are in a good and roadworthy condition, well maintained and regularly serviced to transport Material in terms of this Agreement;
 - 16.2.2. That the employees have the necessary skill, experience and licenses to operate the trucks;
 - 16.2.3. That the subcontractor has appropriate liability insurance for any damage caused while rendering services to Supplier.
- 16.3. Subcontracting shall not relieve the Supplier from any liability or obligation under this Agreement and the Supplier shall be responsible for the acts and defaults of any subcontractor, their agents, servants or workmen as fully as if they were the acts and defaults of the Supplier.
- 16.4. Columbus reserves the right to cancel this Agreement, without any payment whatsoever, in the event of the Supplier's breach of this clause.

17. TIME OF ESSENCE

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



- 17.2. If the Supplier's performance is behind schedule, Columbus shall have the right and discretion by notice in writing in addition to its other remedies, to require that the Supplier immediately takes appropriate corrective action. In the event that corrective action is not taken within a reasonable time, it shall amount to a material breach of the conditions hereto.

18. WARRANTIES

- 18.1. The Supplier is a Raw Material Supplier and warrants that:
- 18.1.1. It shall comply fully with all the laws and specifically all Occupational Health, Safety and Environmental Laws;
 - 18.1.2. It shall obtain all the necessary permits or Environmental Authorizations in order to handle, transport and deliver the Raw Material;
 - 18.1.3. it is fully experienced and properly organized, financed, equipped, staffed, qualified, licensed and fully compliant with all relevant legislation;
 - 18.1.4. it is able to fulfill its obligations in terms of this Agreement and comply with Columbus' standard policies and procedures applicable to this Agreement. The Supplier undertakes to obtain the applicable Columbus' standard policy and procedures from Columbus on or before commencement of this Agreement;
 - 18.1.5. should the Transport and Raw Materials supplied in terms of this Agreement not be as warranted by the Supplier, Columbus shall be entitled to the remedies available to it in law and as set out in this Agreement;
 - 18.1.6. should any aspect of the Supplier's business change with the effect that the Supplier is no longer able to carry out its obligations in accordance with this Agreement, it will immediately notify Columbus in writing. This may include a change in shareholding or management.
- 18.2. Should the Supplier not comply with the above warranties, Columbus shall in its discretion, have the right to terminate this Agreement immediately. The Supplier shall in terms of this Clause 18 have no claim for damages or right of recourse against Columbus for such termination.

19. INDEPENDENT SUPPLIER

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

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

- 20.1. Neither Party shall use or disclose the name of the other Party in any advertising, media related or publicity material, nor make any form of representation or statement in relation to this Agreement which would constitute an expressed or implied endorsement by either party of any commercial product or service, or authorize others to do so without having obtained prior written authorization from the other Party.
- 20.2. The Supplier may not take any photographs of the Columbus Site or the Columbus operations.

21. INDEMNITY AND INSURANCE

- 21.1. The Supplier accepts full and final responsibility for the loading, transport and delivery of the Raw Material as per the Incoterm agreed to in the Purchase Order.
- 21.2. The Supplier hereby holds harmless and indemnifies Columbus from all liabilities, claims, costs (including reasonable attorney's fees) expenses, damages, injuries, death, demands and proceedings caused by or arising out of or incidental to the failure of the Supplier to perform its obligations in terms of the Purchase Order and this Agreement.



- 21.3. The Supplier shall procure and maintain until the fulfillment of all its obligations under the Purchase Order, the following minimum insurances acceptable to Columbus:
- 21.3.1. Adequate insurance to cover the full replacement value of the Raw Materials sold hereunder until delivery to the delivery point specified in the Purchase Order; and
 - 21.3.2. Any insurance which may be required by law or with respect to the Suppliers employees; and
 - 21.3.3. Insurance in respect of legal liability for accidental death or injury to third parties (which includes subcontractors or workmen of the Supplier) or damage to the property of third parties arising out of and occurring during the execution of the Services in terms of the Purchase Order.

22. FORCE MAJEURE

- 22.1. Neither Party shall be liable for any inability to perform, or delayed performance in terms of the Agreement, should such inability or delay arise from a "Force Majeure" event. For the purposes of these Conditions, a Force Majeure event shall mean an event or circumstance which;
- 22.1.1. is beyond the reasonable control of the party claiming Force Majeure;
 - 22.1.2. could not have been reasonably foreseen by that party at the time of the conclusion of the Agreement or the placement of Purchase Order;
 - 22.1.3. having arisen, could not reasonably have been avoided or overcome by the affected party.
- 22.2. A Force Majeure event shall, provided the criteria in Clause 22.1 are met, include without limitation: acts of God, flood, fire, lightning, explosion, earthquake, war (whether declared or not), invasion, acts of foreign enemies, hostilities, riot, civil insurrection, martial law, or acts of local or national government.
- 22.3. The Parties acknowledge that disruptions such as "load shedding," scheduled power outages, general industrial action, strikes, or lock-outs confined to the supplier's own personnel or those of its sub- contractors; and global logistical or shipping delays are prevalent realities. Such events shall only constitute Force Majeure to the extent that they meet the strict criteria set out in Clause 22.1 and where the affected party can demonstrate that it took all reasonable commercial steps to mitigate the impact of such disruptions on its performance.
- 22.4. In the event of a Force Majeure, the Party delayed shall, at no cost to the other Party, exercise due diligence to shorten and avoid further delay. The Supplier shall endeavor to maintain a business continuity plan designed to minimize operational disruptions. During any period of delay, the Supplier shall, upon request, inform Columbus of the specific mitigation steps being taken to resume performance in accordance with its internal continuity procedures.
- 22.5. The party delayed or anticipating delays shall promptly notify the other party in writing of the delay and shall provide proof thereof, by not later than 10 (ten) days from the party's first becoming aware of the Force Majeure event.
- 22.6. During Force Majeure occasioned by the Supplier in which it is unable to supply the full quantity of the Material required by Columbus, the Supplier shall endeavor to acquire the Material from third parties while Columbus shall be entitled to obtain the shortfall from third parties until such time as



the Supplier is again in a position to provide Columbus' requirements.

- 22.7. Should the Force Majeure continue for a period longer than 30 (thirty) consecutive days, either Party may terminate this Agreement by means of a written notice to the other Party.

23. CONFIDENTIALITY AND DATA PROTECTION

- 23.1. Any information as obtained by either party to this Agreement in terms of, arising from or relating to the conclusion or implementation of this Agreement, shall be treated as confidential by such Party and shall not be divulged or permitted to be divulged to any person not being a Party to this Agreement without the prior written consent of the other Party, or used by the other Party for any other purpose other than exclusively for the implementation of the Agreement. Save to the extent that any such information is already in the public domain, subsequently becomes lawfully part of the public domain by publication or otherwise; is disclosed pursuant to a requirement or request by operation of law, regulation or court order or is or becomes available to a party from a source other than the party which is lawfully entitled without any restriction on disclosure to disclose such information.
- 23.2. The Parties agree to use the same standard of care (which shall not amount to less than a reasonable standard of care) in protecting the information, as it would protect its own information.
- 23.3. All confidential information shall remain the property of the disclosing party.
- 23.4. The receiving party agrees to surrender the confidential information to the disclosing party, upon demand and upon termination of this Agreement.
- 23.5. This Clause 23 (Confidentiality and Data Protection) shall survive the termination of this Agreement and shall remain in force indefinitely.
- 23.6. Columbus adheres to the provisions of SA Data Privacy Legislation. Kindly refer to Columbus' data privacy statement at <https://www.columbus.co.za/columbus-stainless/information-security.html>.
- 23.7. By signature to this Agreement, the Supplier consents to the processing of their Personal Information in line with Columbus' data privacy statement.

24. BREACH AND DISPUTE RESOLUTION

- 24.1. Either Party may terminate this Agreement with immediate effect by notice in writing to the other Party if the other Party commits or is the subject of an Act of Insolvency.
- 24.2. In addition to the provisions of Clause 24.1 above, should the Supplier commit a breach of any of the Conditions of this Agreement and fail to remedy such breach within 7 (seven) days of receipt of a written notice from Columbus requiring the breach to be remedied, Columbus shall be entitled to cancel and terminate the Agreement, without payment of any compensation to the Supplier for any damages whatsoever including loss of business and/or damages resulting from such cancellation. Any cancellation in terms of this Clause 24 shall take effect from the date of the written notice of cancellation.
- 24.3. In the event of this Agreement being cancelled in terms of this Clause 24, then notwithstanding any



other rights, which may accrue to Columbus under any of the terms and conditions of this Agreement or in law, such cancellation, shall be without prejudice to any claim for damages, which Columbus might have against the Supplier.

25. CESSION AND ASSIGNMENT

- 25.1 No Party shall be entitled to cede or assign its rights or obligations in terms of this Agreement, without the prior written consent of the other Party, which consent shall not be unreasonably withheld.
- 25.2 In considering whether it should consent to a cession to cede the right to claim payments in respect of any amounts payable to the Supplier by Columbus to any third party Columbus is entitled to require that both the Supplier and the third party cessionary provide it with original letters, and such other documents as Columbus may require to satisfy itself that the Supplier genuinely intends to cede its rights in respect of any amounts payable by Columbus to such third party cessionary.

26. HARDSHIP

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

27. STATUTES AND REGULATIONS

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

28. APPLICABLE LAW AND JURISDICTION

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

29. GOOD GOVERNANCE

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

**30. ANTI- BRIBERY AND CORRUPTION**

- 30.1 Each Party represents that it is familiar with the Anti-Bribery Laws.
- 30.2 Each Party represents that the performance under this Agreement will be made in compliance with the Anti-Bribery Laws.
- 30.3 Each Party warrants that it and its Affiliates have not made, offered, or authorised and will not make, offer, or authorise with respect to the matters which are the subject of this Agreement, any payment, gift, promise or other advantage, whether directly or through any other person or entity, to any person (including a Public Official) where such payment, gift, promise or advantage would violate the Anti-Bribery Laws.
- 30.4 Neither Party shall make any unofficial payment to a Public Official to speed up an administrative process where the outcome is already pre-determined (facilitation payment) in the performance of its obligations in terms of this Agreement.
- 30.5 Each Party agrees to maintain adequate internal controls and to keep accurate and complete records that support the payments due and all transactions under this Agreement.
- 30.6 Each Party represents that, to the best of its knowledge and belief, and save as disclosed to the other Party, neither it nor any of its personnel has been investigated (or is being investigated in relation to any breach of the Anti-Bribery Laws by any law enforcement, regulatory or other governmental agency or has admitted to; or been found by a court in any jurisdiction to have engaged in, any breach of the Anti-Bribery Laws, or been debarred from bidding for any contract or business. Each Party agrees that if, at any time, it becomes aware that any of the representations set out at in this clause is no longer correct, it will notify the other Party of this immediately in writing.
- 30.7 Each Party agrees to notify the other Party immediately upon receipt of any solicitation, demand or other request for anything of value relating to the subject matter of this Agreement where such payment, gift, promise or advantage would violate the applicable Anti-Bribery Laws.
- 30.8 Each Party further undertakes, that should it be notified by another Party of its concerns that there has been a violation of an anti-bribery clause, it shall cooperate in good faith with that Party and its representatives in determining whether such violation has occurred, and shall respond promptly and in reasonable detail to any notice from that Party, and shall furnish documentary support for such response upon that Party's request.
- 30.9 Each Party may request that the other Party provide a certification to the effect that neither it nor any of its Affiliates, directors, officers, agents or other representatives acting on its behalf in connection with the performance under this Agreement have engaged in any transaction or activity in violation of these anti-bribery clauses. Upon request a Party shall deliver such certification within 10 (ten) business days.
- 30.10 Each Party (the "Indemnifying Party") shall be liable for and shall indemnify, defend and hold the other (the "Indemnified Party") harmless to the maximum extent provided in law from and against any reasonable claims, losses, costs, fees, payment of interest, fines or other liabilities incurred in



connection with or arising from the investigation of, or defence against, any litigation or other judicial, administrative, or other legal proceedings brought against the Indemnified Party by a regulator or governmental enforcement agency as a result of acts or omissions by the Indemnifying Party, its Affiliates, employees or entities acting on its behalf in violation of, or alleged violation of, the Anti-Bribery Laws.

30.11 Any breach of, or failure to comply with, the provisions in this clause shall be deemed material and shall entitle the non-breaching Party to terminate this Agreement forthwith.

30.12 The indemnity contained in this clause shall survive the termination of this Agreement.

31 SANCTIONS

31.1 Each Party represents that it is familiar with the relevant Sanctions imposed by the Sanctioned Authority and, to the extent which such Sanctions apply to a Party, its performance under this Agreement will be made in compliance with the applicable Sanctions.

31.2 The Parties confirm that, to the extent that such Sanctions apply to the said Party, they have implemented and maintain in effect policies and/or procedures designed to facilitate compliance by the Parties, their respective directors, officers, employees and agents as well as their controlled subsidiaries, subcontractors, suppliers and customers with all applicable Sanctions.

31.3 Each Party confirms that it is not a Sanctioned Entity, not owned or controlled by a Sanctioned Entity and that, to the best knowledge of such Party, neither of its directors, officers, employees, or agents, or the directors, officers, employees, or agents of its subsidiaries, is a Sanctioned Entity.

31.4 To the extent permitted by law, the Supplier shall ensure that the Goods have no origin in, and are not transported through and has no destination in, a Sanctioned Country.

31.5 Neither Party shall be obliged to perform any obligations required by this Agreement if it would be in violation of, inconsistent with, or expose such Party to punitive measures under laws and regulations applicable to it relating to Sanctions.

31.6 Any Party shall be entitled, without incurring any liability, to terminate or suspend this Contract with immediate effect if the performance of this Agreement is in any way restricted or prohibited by Sanctions.

32 DOMICILIUM CITANDI ET EXECUTANDI

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

33 WHOLE AGREEMENT, NO AMENDMENT

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

33.2 No amendment or consensual cancellation of this Agreement or any provision or term hereof or of any Purchase Order, bill of exchange or other document issued or executed pursuant to or in terms of this Agreement and no settlement of any disputes arising under this Agreement and no extension of time, waiver or relaxation or suspension of any of the provisions or terms of this



Agreement, shall be binding unless recorded in a written document signed by both Parties Any such extension, waiver or relaxation or suspension which is so given or made shall be strictly construed as relating to the matter in respect whereof it was made or given.

- 33.3 To the extent permissible by law no Party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein, whether it induced this Agreement and/or whether it was negligent or not.

Rev No	Nature of change
01	Clause 6: added the words "and accepted" Edit signature details on last page
02	Inserted Implementation date Clause 11 Par 11.2.1 inserted the word "remove" Clause 11 Par 11.2.2 have been amended
03	Clause 1 par 1.1.1 inserted act of insolvency Clause 1 par 1.17 amended incoterm to 2020 Clause 13: made some generic changes to align with Pur Con 005 Clause 21 deleted (Poaching and touting of employees) Clause 24 deleted (Limitation of liability) Clause 27 amended Amended names and signatories
04	Clause 3.2. Deleted "The Supplier shall submit a certificate of analysis prior to delivery to supplier-analysis@columbus.co.za ." Clause 5.4. Deleted "The Supplier shall e-mail a packing list prior to delivery to: packinglists@columbus.co.za "
05	Included "and carbon" steel under whereas Clause 3.1 changed "packing" to packaging Clause 20 Gifts deleted Amended names and signatories Inserted under Definitions "Anti bribery laws and Sanctions" Inserted Data Protection Inserted Clause : Good Governance Inserted Clause: Anti Bribery and Corruption Inserted Clause: Sanctions Edited signatories
06	Clause 25.2 : amended clause "0" to 25.1
07	Front page amended
08	Par 5.3.4 "A completed section 37 according to the OHS Act for entry on Columbus's site." Par 11.2.1 "(This will only be allowed with the approval of the business unit manager raw material receiving)." Par15.1.3 "to raise a SQN (Supplier Quality Note), which will be communicated to the Supplier to notify them of non-conforming material." Added par 12.5 and 12.6
09	Par 5.3 "The Supplier shall pre book deliveries on the Columbus Pre Booking system against available time slots." Was added Par 9.1 or stockpile. In these cases a holding certificate will be issued at month end." Par 13.5 changed 60 (sixty) days to 90 (ninety) days
10	Added " Procurement " to the signature – General Manager Procurement
11	Changing the word "Contract" to "Agreement"



Columbus Stainless

Document no.:
PUR-CON-RAW002

Title: GENERAL TERMS AND CONDITIONS FOR PURCHASING OF RAW MATERIALS

Revision: 11

IMPLEMENTATION DATE: 31 October 2026

Page 16 of 16

Changing the word "Seller" to "Supplier"
Changing the word " Buyer" to "Columbus"
Changing the signatory's designation from General Manager Procurement to General Manager Administration.
Par 8.2 Added.
Par 11.2.1 Removed "This will only be allowed with the approval of the business unit manager raw material receiving."
Par 13.1.1 Changed finance.creditors@columbus.co.za to invoices@columbus.co.za.
Amended wording and updated par 16, 22, 23, 24, 26, 27 and 28.

FOR AND ON BEHALF

OF _____

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

SIGNATURE

SIGNATURE

NAME OF SIGNATORY

NAME OF SIGNATORY

**CAPACITY OF SIGNATORY
DULY AUTHORISED**

**CAPACITY OF SIGNATORY
DULY AUTHORISED**

FOR AND ON BEHALF OF COLUMBUS STAINLESS (PTY) LTD

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

**Manager Raw Materials Procurement
E.A.C Elmes**

**General Manager Administration
J.P Van Der Walt**

	Job Title	Co. No.
Prepared by	Manager RM Procurement	13173
Approved by	General Manager Administration	5936

INITIAL: COLUMBUS

INITIAL: SUPPLIER