

NOTES

1. Initial each page and any annexures
2. Verify all corporate entity names and site them correctly
Verify insurances and
3. COIDA
Verify signatory
4. authority
Keep the original
5. document
Initial any amendments or
6. additions
To be signed before commercial
7. agreement
Ensure commercial contract does not override this
8. agreement

Section B : General and Environmental Legal Compliance

1. The Contractor will ensure compliance to all environmental legislation.
2. The Contractor undertakes to comply with all labour legislation while performing work for the Company.
3. The Contractor will be accountable and liable for all fines, penalties and civil action arising out of his and his employee's, Contractor's or agent's acts and omissions. The Contractor will hold the Company harmless against any such claims or actions.
4. The Contractor will perform an impact and aspect assessment of all environmental issues and ensure that these issues are adequately addressed as per legislation.
5. The Contractor will advise the Company immediately of all environmental impacts (or environmental pollution/damage) caused by him and will also be responsible for the cleanup and rehabilitation thereof.

Section C : Special Conditions

1. This agreement shall remain in force for all future work done for the Company unless revoked in writing by either party (this agreement may be subject to the order and/or commercial contract generated by the Company).
2. The Contractor representative shall be bound *in solidum (jointly and severally)* in terms of this agreement.
3. The Contractor undertakes to adhere to all the Company's rules and regulations as well as all guidelines and other addendums that may be annexed hereto. The Contractor will ensure that all his employees are conversant with these annexures, where applicable.
4. The Company shall not be responsible for any loss, damage, injury or death, howsoever caused, to the Contractor or to the employees of the Contractor, and the Contractor hereby indemnifies the Company and holds it harmless against all and any claims, losses, demands, liability, costs and expenses of whatsoever nature, which the Contractor may, at any time sustain or incur arising out of the circumstances referred to herein provided that such loss, damage, injury or death is not caused by the gross negligence or criminal intent of Company.

Company authorised representative on request of the Company. The Contractor is specifically but not exclusively referred to: Hazardous Substances Act, Employment Equity Act, Construction Regulations, Hazardous Chemical Substances Regulations, Lead Regulations, Asbestos Regulations, Hazardous Biological Agents Regulations, Noise Induced Hearing Loss Regulations, The National Code of Practice for the training of Lifting Machine Operators, National Road Traffic Act, etc.

- e. The Contractor's Chief Executive Officer shall assume the responsibility in terms of Section 16(1) of the Occupational Health and Safety Act. If the Contractor assigns any duty in terms of Section 16(2), a copy of such written appointment shall immediately be forwarded to the Company, as well as all other appointments made in terms of the Occupational Health and Safety Act.
- f. The Contractor shall ensure that he familiarizes himself with the requirements of the Occupational Health and Safety Act and that he, his employees and any sub-Contractor comply with its requirements.
- g. The Contractor shall appoint competent employees who shall be trained and conversant on any Occupational Health and Safety aspect pertinent to them or to the work that is to be performed. No employee will be employed on the site by the Contractor which has not been employed in a similar position for at least six months prior to the contract commencing.
- h. The Contractor shall strictly enforce discipline regarding Occupational Health and Safety.
- i. The Contractor shall ensure that his employees are issued and use the required Personal Protective Equipment (PPE). PPE will only be used as a last resort where other mitigating measures are not reasonably practicable.
- j. Safe work procedures shall be implemented and enforced, all employees shall be made conversant with the contents of these practices.
- k. No unsafe or illegal equipment/machinery, personal protective equipment and/or articles shall be used on Company premises.
- l. Those incidents and accidents mentioned in the Occupational Health and Safety Act shall be reported by the Contractor to the Department of Labour as well as to the Company. The Company shall further be provided with copies of any written documentation relating to any incident.
- m. All employees of the Contractor shall be made conversant with work-related hazards and procedures to mitigate or eliminate these hazards.
- n. The Contractor warrants that he shall act as a professional in his field of expertise and has identified all hazards and risks associated with the work to be performed.
- o. The Company and Contractor hereby obtains an interest in the issue of any investigation or formal inquiry conducted in terms of the Occupational Health and

OCCUPATIONAL HEALTH AND SAFETY ACT
85 OF 1993

SECTION (37)2

AGREEMENT ON SAFETY, HEALTH AND ENVIRONMENTAL ISSUES

ENTERED INTO AND BETWEEN

Hulamin Operations Proprietary Limited

(Hereinafter referred to as the "Company")

and

DUDUMA CLEANING SERVICES

Contractor/Sub-Contractor

(Hereinafter referred to as the "Contractor")

Compensation (COIDA) Fund Number	990000553919
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