



CONTRACT FOR SERVICES

**11kV OVERHEAD POWER LINE CONSTRUCTION FOR THE NEW VENTILATION
SHAFTS AT DRIEFONTEIN – SHONDONI COLLIERY**

ENTERED INTO BY AND BETWEEN:

SASOL MINING (PTY) LTD
REGISTRATION NUMBER: 1950/038590/07
(HEREINAFTER REFERRED TO AS SASOL)

AND

MOKCO TRADING (PTY) LTD
REGISTRATION NUMBER: 2017/305916/07
(HEREINAFTER REFERRED TO AS THE CONTRACTOR)

CONTRACT NUMBER: 4508151067

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SASOL

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SIGNATURE DOCUMENT

1. PARTIES

The Contract is entered into by and between:-

Sasol Mining (Pty) Ltd (Registration Number 1950/038590/07), a private company with limited liability, duly incorporated in terms of the Laws of the Republic of South Africa, hereinafter referred to as Sasol;

AND

Mokco Trading (Pty) Ltd (Registration Number 2017/305916/07), a private company with limited liability, duly incorporated in terms of the Laws of the Republic of South Africa, hereinafter referred to as the Contractor.

The Contract is binding on the Parties above and their successors in title, as may be applicable.

2. CONTRACT DOCUMENTS

The Contract consists of this SIGNATURE DOCUMENT and the following documents, which should be taken as mutually explanatory of one another and include drawings, specifications and documents referred to therein and all of which by this reference are incorporated herein and made a part of the Contract:

- PART I TERMS AND CONDITIONS OF CONTRACT
- PART II PRICING DATA
- PART III SCOPE OF WORK
- PART IV CONTRACT SCHEDULE/S
- PART V HSERQ

The Contract sets out the entire agreement between the Parties pertaining to the Work and supersedes all enquiries, proposals, agreements, negotiations and / or commitments, whether written or oral, prior to the Contract.

3. SCOPE OF WORK

Except as otherwise expressly provided for elsewhere in the Contract, the Contractor shall supply all services, goods, and items of expense necessary to perform, and shall perform, the following Work, said Work being more fully described in the SCOPE OF WORK (referred to as the Work herein):

11kV Overhead Power Line Construction for the Ventilations Shafts at Driefontein for Shondoni Colliery

4. PRICE

Subject to the terms of the Contract, Sasol shall pay the Contractor in accordance with the PRICING DATA for the satisfactory execution of all the measured Work and complete compliance with all the terms and conditions of the Contract, the total re-measurable Contract Price of **R28,645,401-52** (**TWENTY EIGHT MILLION, SIX HUNDRED AND FORTY FIVE THOUSAND, FOUR HUNDRED AND ONE RAND AND FIFTY TWO CENTS**), excluding VAT, which shall not be exceeded without complying with the provisions of the Contract.



5. CONTRACT DURATION

The Contract will commence on **6 October 2025** and the Contractor shall perform all the Work to Sasol's satisfaction and shall endure until the issue of the 'Notice of Expiration of Guarantee' by Sasol to the Contractor, which shall be duly signed by the Parties, unless terminated earlier in accordance with the provisions of the Contract.

6. TIME OF COMPLETION

The Contractor shall commence with the Work on **8 October 2025** and the Work shall be completed no later than **15 July 2026**.

Failure to comply with the above mentioned completion dates, or any amendment thereto as the Parties may agree in terms of the clauses titled VARIATIONS and / or CLAIMS, will be subject to the clause titled PENALTIES FOR DELAYS.

7. ORDER OF PRECEDENCE OF DOCUMENTS

7.1 In case of conflict between parts of the Contract, the order of precedence shall be as follows:

- 7.1.1 SIGNATURE DOCUMENT
- 7.1.2 PART I TERMS AND CONDITIONS OF CONTRACT
- 7.1.3 PART III SCOPE OF WORK
- 7.1.4 PART II PRICING DATA
- 7.1.5 PART IV CONTRACT SCHEDULE/S
- 7.1.6 PART V HSERQ

7.2 The Contractor shall, should it be of the opinion that there is an ambiguity or discrepancy in the Contract, contact Sasol immediately for clarification and shall thereupon act in accordance with Sasol's instructions, which shall, notwithstanding anything contained in the Contract to the contrary, be final and binding.

8. DOMICILIUM CITANDI ET EXECUTANDI

The Parties choose the following addresses in the Republic of South Africa as their respective *domicilium citandi et executandi* for purposes of giving any legal notice and / or serving any legal process:

8.1 Sasol

Sasol Mining (Pty) Ltd
Attention: Elyssa Spreeth – Senior Manager CPP Mining
Supply Chain Category Management & Capital Procurement Building
Building Number SCMBA-BRCP-OF-1415
Farm Brandspruit
Secunda
Mpumalanga

8.2 Contractor

Sasol Mining (Pty) Ltd
Attention: Bernard Mokase – Managing Director
30 Albatross Street
Secunda
Mpumalanga



Each of the Parties shall be entitled from time to time, by written notice to the other, to vary its *domicilium citandi et executandi* to any other address, provided such address is not a post office box or *poste restante*.

9. COMMUNICATION

- 9.1 All communications pursuant to or in connection with the Contract shall be identified by the contract number and shall be made in accordance with the provisions of this clause.
- 9.2 All communications given in terms of the Contract shall be sufficient if in writing and delivered in person to an officer of the Party to be notified, or sent to the Party to be notified addressed as set forth below, by hand delivery or electronic mail:
 - 9.2.1 Delivered by hand during the normal business hours at the other Party's chosen address and will be proven by a signed transmittal notice to have been received by the other Party at the time of delivery; or
 - 9.2.2 Transmitted by electronic mail to the other Party's email address and will be presumed, until the contrary is proven by the other Party, to have been received by the other Party on the date of transmission, if transmitted during business hours otherwise on the next succeeding business day.
- 9.3 All correspondence to Sasol regarding contractual and commercial matters shall be addressed to:

Name: Carol-Lynne Diedericks
Designation: Specialist CPP
Tel. No.: 017 614 5405
Email: MINEPROJ.Shared@sasol.com
carol-lynne.diedericks@sasol.com
CC: edwin.nzimande@sasol.com
- 9.4 All correspondence to Sasol regarding technical matters, programmes, data requirements and / or technical reports shall be addressed to:

Name: Nhlanhla Nzimande
Designation: Project Manager
Cell. No.: +27 (0)64 764 1209
Email: MINEPROJ.Shared@sasol.com
edwin.nzimande@sasol.com
CC: carol-lynne.diedericks@sasol.com
- 9.5 All correspondence to the Contractor shall be addressed to:

Name: Bernard Mokase
Designation: Managing Director
Cell. No.: +27 (0)82 755 4907
Email: mokaseb@mokco.co.za
- 9.6 Each of the Parties shall be entitled from time to time, by written notice to the other, to change its delivery and / or email address (es) or addressee, as may be necessary.



SASOL

SIGNED at Secunda in accordance with the e-signature below:

For and on behalf of **Sasol Mining (Pty) Ltd**, being duly authorised hereto.

Signed by: Elyssa Spreeth
Signed at:2025-10-03 08:50:37 +02:00
Reason:I approve

Signature: Elyssa Spreeth

Name: Elyssa Spreeth

Designation: Senior Manager CPP Mining

SIGNED at PRETORIA on this the 03 day of OCTOBER 2025.

For and on behalf of **Mokco Trading (Pty) Ltd**, being duly authorised hereto.

Signature: [Handwritten Signature]

Name: BERNARD MOKASE

Designation: MANAGING DIRECTOR

PART I – TERMS AND CONDITIONS OF THE CONTRACT

1. DEFINITIONS

- 1.1 **"Anti-Bribery Laws"** means:
- 1.1.1 the "local law" e.g., South African Prevention and Combating of Corrupt Activities Act 12 of 2004, including its regulations, if any, and any amendments thereto;
 - 1.1.2 the U.S. Foreign Corrupt Practices Act 1977, including any amendments thereto;
 - 1.1.3 the UK Bribery Act 2010, including any amendments thereto;
 - 1.1.4 other public and commercial anti-bribery laws which may apply; and
 - 1.1.5 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;
- 1.2 **"Approved"** or **"Approval"** shall refer to consent in writing by the Designated Sasol Representative;
- 1.3 **"Ariba"** means the company which Sasol has selected to provide the Ariba Network through which Sasol will engage with its South African based contractors and / or suppliers through electronic document interchange;
- 1.4 **"Ariba Network"** means the commercial electronic interchange software provided by Ariba;
- 1.5 **"Codes"** means the Codes of Good Practice, dated 11 October 2013, as amended from time to time, issued in terms of the B-BBEE Act;
- 1.6 **"Commercial Activities"** means exchange of communications and documents between the Parties, as may be applicable;
- 1.7 **"Contract"** shall mean the agreement entered into between Sasol and the Contractor for the execution of the Work, including all documents to which reference may properly be made in order to ascertain the rights and obligations of the Parties under the Contract;
- 1.8 **"Contractor"** shall mean the Party named as the Contractor in the clause titled PARTIES;
- 1.9 **"Contract Price"** shall mean the price payable to the Contractor under the Contract for the satisfactory performance of its contractual obligations subject to such additions thereto or deductions therefrom as may be made under the provisions of the Contract;
- 1.10 **"Corrupt Act"** means any offence under the Anti-Bribery Laws;
- 1.11 **"Designated Sasol Representative"** shall mean the person appointed by the Project Manager to take specific responsibility for a certain discipline for purposes of the Contract;
- 1.12 **"Law(s)"** means:
- 1.12.1 any statute, regulation, notice, policy, directive, or subordinate legislation (laws, treaties, multi-national conventions, and the like having the force of law) including the rules of the High Court or Magistrates' Court;
 - 1.12.2 the common law;
 - 1.12.3 any binding court order, judgement or ruling;
 - 1.12.4 any applicable industry code or standard enforceable by law;
 - 1.12.5 any approval, authorisation, permit, certificate, permission issued by any regulator, competent authority, or organ of state; or
 - 1.12.6 any applicable direction or order that is given by any regulator, competent authority or organ of state or industry body,



to the extent that it applies to the Contract;

- 1.13 "Parties" shall mean a reference to Sasol and the Contractor collectively, and "Party" shall mean either the Contractor or Sasol as the context requires;
- 1.14 "Preferential Procurement" means the procurement of goods and services from B-BBEE compliant contractors as evidenced by the B-BBEE scorecard rating of the Contractor;
- 1.15 "Professional Engineer" or "PrEng" shall within the meaning and intent of the Contract, mean a person registered with the Engineering Council of South Africa and engaged in the professional practice of rendering a professional service and / or creative work requiring education, training and experience in engineering sciences and the application of special knowledge of mathematical, physical and engineering sciences in such professional service and / or creative work as consultation, investigation, evaluation, planning and / or design of public and / or private utilities, structures, machines, processes, circuits, buildings, equipment and / or projects, and supervision of construction for the purpose of securing compliance with specifications and / or designs for any such work;
- 1.16 "Public Officials" means:
 - 1.16.1 an employee or officer of a government entity or department, agency, or instrumentality thereof,
 - 1.16.2 any person acting in an official capacity for or on behalf of any such government or instrumentality,
 - 1.16.3 any federal, state, regional, county, or municipal working person or functionary,
 - 1.16.4 an employee or officer of an organisation authorised by the local government to perform government functions,
 - 1.16.5 an employee, officer, or director of a federal, state, regional, county or municipality-owned or -controlled commercial corporation, enterprise, institution, or organisation (whether partially or wholly owned),
 - 1.16.6 an outside director of a federal, state, regional, county, or municipal-owned entity,
 - 1.16.7 a legislator (whether full or part-time),
 - 1.16.8 a person holding an honorary or ceremonial government position,
 - 1.16.9 any political party official or candidate for political office, and
 - 1.16.10 an officer or employee of a public international organisation;
- 1.17 "Sanctions" means trade, economic or financial sanctions, provisions, laws, regulations, embargoes, or restrictive measures imposed, administered, or enforced from time to time by any Sanctions Authority;
- 1.18 "Sanctions Authority" means:
 - 1.18.1 the United Nations,
 - 1.18.2 the European Union,
 - 1.18.3 the Council of Europe (founded under the Treaty of London, 1946),
 - 1.18.4 the government of the United States of America,
 - 1.18.5 the government of the United Kingdom, and / or
 - 1.18.6 any of their government authorities, including, without limitation, the Office of Foreign Assets Control for the US Department of Treasury, the US Department of Commerce, the US State Department or the US Department of the Treasury and His Majesty's Treasury;
- 1.19 "Sanctioned Entity" means:
 - 1.19.1 a person, entity, country, or territory which is listed on a Sanctions list or is subject to Sanctions,

- 1.19.2 a person which is ordinarily resident in a country or territory which is the target of a Sanctions list or is subject to Sanctions, or
 - 1.19.3 an entity that is located or incorporated in a sanctioned jurisdiction,
 - 1.19.4 an entity that is owned or controlled by a Sanctioned Entity or entity that is located or incorporated in a sanctioned jurisdiction shall have a corresponding meaning;
- 1.20 "Sasol" shall mean Sasol Mining (Pty) Ltd detailed in the clause titled PARTIES;
- 1.21 "HSE Requirements" means any specific requirements, as may be specified by Sasol in relation to performing the Work, from time to time, including specific requirements in relation to safety, health, environment, security, emergency response and incident management. It includes relevant site access, security and other Sasol safety, health, and environmental procedures and / or requirements and / or standards to the extent that Work is performed at Sasol's premises;
- 1.22 "HSERQ Management System" means a system and / or systems to manage HSERQ issues pertaining to the aspects and impacts of performance of obligations under the Contract, developed in conformance with industry standards, control measures and / or principles, which may include ISO 9001, ISO 14001 and / or ISO 18001 and certified by an independent accredited certification body, where applicable;
- 1.23 "HSERQ Standards" means Sasol's HSE, security, incident management and emergency response, risk and quality values, policies, standards, including operating and maintenance standards, strategies, guidelines, procedures, and instructions relating to the Work, relevant site procedures applicable to Sasol's premises to which the Contractor shall at its cost comply with during the supply of the Work, as amended from time to time by Sasol and as provided to the Contractor;
- 1.24 "Variation/s" shall mean any change/s to the Work, which is instructed or approved as a variation in accordance with the clause titled VARIATIONS;
- 1.25 "Work" shall mean the deliverables and / or goods to be supplied and / or performed by the Contractor in accordance with the Contract.

2. ABBREVIATIONS AND ACRONYMS

- 2.1 "AFSA" means Arbitration Foundation of South Africa;
- 2.2 "B-BBEE" means broad-based black economic empowerment as envisaged in the B-BBEE Act;
- 2.3 "B-BBEE Act" means the Broad-Based Black Economic Empowerment Act 53 of 2003, including its regulations and any amendments thereto;
- 2.4 "COIDA" means the Compensation for Occupational Injuries and Diseases Act 130 of 1993, including its regulations and any amendments thereto;
- 2.5 "ISO" means the International Organisation of Standardisation;
- 2.6 "MHSA" means the Mine Health and Safety Act 29 of 1996, including its regulations and any amendments thereto;
- 2.7 "OECD" means the Organisation for Economic Co-operation and Development;
- 2.8 "OHSA" means the Occupational Health and Safety Act 85 of 1993, including its regulations and any amendments thereto;



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- 2.9 "PPE" means Personal Protective Equipment;
- 2.10 "QCP" means Quality Control Plan;
- 2.11 "SANS" means the South African National Standards;
- 2.12 "SARS" means the South African Revenue Service;
- 2.13 "HSERQ" means Health, Safety, Environment, Risk and Quality;
- 2.14 "UK" means the United Kingdom;
- 2.15 "US" means the United States of America;
- 2.16 "VAT" means the value added tax payable on the supply of Work levied in terms of the VAT Act, including its regulations and any amendments thereto;
- 2.17 "VAT Act" means the Value Added Tax Act 89 of 1991, including its regulations and any amendments thereto.

3. INTERPRETATION

For purposes of the Contract, unless the context otherwise requires:

- 3.1 Words and phrases defined in the Contract shall apply to the Contract between the Parties;
- 3.2 Where any number of days is prescribed, such number shall represent a calendar day, and similarly, where any number of weeks and / or months is prescribed;
- 3.3 When number of days needs to be calculated, it shall be calculated by exclusion of the first day and inclusion of the last day;
- 3.4 When any number of days is prescribed in the Contract, the Parties may agree in writing any alternate number of days;
- 3.5 Any reference to a representative includes any successor to such representative;
- 3.6 Titles and captions used in the Contract are for convenience purposes only and shall not be used in the interpretation of any of the terms and conditions of the Contract;
- 3.7 Words indicating one gender includes all genders;
- 3.8 Words indicating the singular also include the plural and vice versa;
- 3.9 Words and phrases written between single inverted commas refer to a Sasol template;
- 3.10 Words and phrases written in full capital letters refer to a document within the Contract, unless preceded by the words "the clause titled", which then refers to the specific clause;
- 3.11 Words and phrases written with the first letter of every word in capital letters refers to the defined term in accordance with the clause titled DEFINITIONS; and
- 3.12 Any rule of construction or interpretation that the Contract will be construed or interpreted against the Party responsible for the drafting or preparation thereof, will not apply.



4. CONFIDENTIALITY

- 4.1 By virtue of its association with Sasol, the Contractor may come into possession of and have access to confidential information. The Contractor undertakes that, except as Approved by Sasol beforehand, it shall:
 - 4.1.1 Retain all confidential information confidential; and
 - 4.1.2 Not disclose, in whole or in part, any confidential information to any third party; and
 - 4.1.3 Not use the confidential information for any purpose otherwise than as contemplated by and subject to the terms and conditions of the Contract.
- 4.2 The commitments set forth in the sub-clause above shall not extend to any portion of confidential information, which the Contractor can establish:
 - 4.2.1 Is known to the Contractor prior to its receipt from Sasol or is information generally available to the public;
 - 4.2.2 After disclosure, through no action or inaction of the Contractor, becomes information generally available to the public;
 - 4.2.3 Corresponds to information furnished to the Contractor on a non-confidential basis by a third party having a *bona fide* right to do so; or
 - 4.2.4 Has been independently developed by the Contractor.
- 4.3 For purposes of clarification, it is understood with respect to the limits on obligations of confidentiality set forth in the clause above, that confidential information shall not be deemed public knowledge or known to the Contractor on the grounds only, that:
 - 4.3.1 The general principle is public knowledge or known to the Contractor if the particular practice is not itself public knowledge, or so known; or
 - 4.3.2 It constitutes a combination, not itself public knowledge or known to the Contractor, of information, which is public knowledge or known to the Contractor.
- 4.4 Where the confidential information must be disclosed pursuant to the operation of Law, governmental regulation or court order, the Contractor shall give Sasol prior written notice and co-operate with Sasol in an attempt to test the requirements and / or to obtain a protective order.
- 4.5 The Contractor may disclose any confidential information to an employee of the Contractor, provided that such employee has a clear need to know and to such extent only as necessary for the purposes contemplated by the Contract, provided that such employee is under a written obligation of sufficient scope to obligate such employee to maintain the confidentiality of confidential information by third parties, including Sasol, in the Contractor's possession, but in any event, the Contractor shall remain responsible for any breach of the Contract by such employee.
- 4.6 Should Sasol authorise the Contractor to disclose confidential information to a third party, the Contractor shall limit such disclosure strictly to that which is necessary to achieve the purpose of the Contract and obtain Sasol's consent regarding the specific confidential information to be disclosed. No disclosure of the confidential information shall be made unless the Contractor has entered into a confidentiality agreement with the third party containing binding covenants at least



as restrictive as those contained herein and, a fully executed copy thereof has been handed over to Sasol.

- 4.7 The confidential information shall remain the property of Sasol, and Sasol may demand the return of any or all confidential information, whether in hard copy, electronic format or otherwise, at any time by giving written notice to the Contractor. Within 30 (thirty) days of the date of such notice, the Contractor shall return all originals and, unless otherwise instructed by Sasol, destroy all copies or reproductions thereof in its possession of its employees or its sub-contractors, provided always that the Contractor may retain 1 (one) securely held archived copy of the confidential information for legal compliance purposes.
- 4.8 The Contractor shall not make any public announcement or public disclosure with regard to the Contract and / or refer to same in its promotional and / or marketing material and shall refrain from disclosing the existence and / or contents of the Contract to any third party, except with Sasol's Approval.
- 4.9 The taking of photographs and / or video recording of the Work or any portion of the Work within Sasol's premises is strictly forbidden, except with Sasol's Approval.
- 4.10 The Contractor shall not receive any visitors to the site or any of Sasol's premises or facilities, except with Sasol's Approval in accordance with the clause titled HEALTH, SAFETY AND ENVIRONMENT.
- 4.11 The Contractor shall be responsible for observance of the provisions of this clause by its employees, agents, sub-contractors, and the employees of the said agents and / or sub-contractors.
- 4.12 The provisions of this clause shall survive the expiry or the termination of the Contract.

5. NON-EXCLUSIVENESS OF CONTRACT

The Contract does not create any exclusive right to the Contractor to perform similar work for Sasol. Sasol shall not in any way be precluded from contracting with any other party for the execution of the Work or any portion due to non-performance by the Contractor during the performance of the Contract or after expiration of the Contract.

6. PRICING BASIS

- 6.1 The Contract Price shall be fixed and firm for the duration of the Contract and shall be paid in the currency or currencies as indicated in the PRICING DATA.

The Contract Price is determined by the quantities, which may be set out in a SCHEDULE OF QUANTITIES / BILL OF MATERIALS or other schedule, and which are estimated quantities, which are not guaranteed and are not to be taken as the actual and correct quantities and shall be subject to final audit and measurement.

- 6.2 Any amendments to the Contract Price shall be in accordance with the provisions of the PRICING DATA and / or the clause titled VARIATIONS.
- 6.3 The Contract Price is exclusive of VAT applicable to the Work performed under the Contract; however, VAT must be shown separately on the Contractor's tax invoices.
- 6.4 The Contractor warrants and undertakes that it has, or shall acquire at its cost, all the necessary equipment, material, taxes, duties, fees, licences, permits, infrastructure, services, resources, and personnel required to supply the Work to Sasol's satisfaction in accordance with the terms

and conditions of the Contract. The Contractor shall during performance of the Work ensure that the permits, certificates, and licences are maintained and may not expire for the duration of the Contract.

- 6.5 The Contractor warrants that the pricing as set forth in the PRICING DATA is inclusive of all the Contractor's and / or its representative's expenses, costs, overheads, profits, accommodation, and transportation costs, unless otherwise stated in the PRICING DATA.
- 6.6 The Contractor warrants and undertakes to arrange and pay for the transportation, shipment and / or conveyance of all the materials and equipment related to or required for the performance of the Work. These costs, which are deemed to be included in the Contract Price, also includes the cost of packaging, packing, handling, loading, off-loading, bundling, marking, fastening and any other related charges, unless expressly otherwise stated in the PRICING DATA.
- 6.7 The Contract Price includes any other costs, expenses and / or liabilities, which the Contractor may incur, in order to fully comply with all statutory and legal obligations as well as warranties pursuant to the Contract; and should any additional cost occur due to changes in legislation throughout the duration of the Contract, the Contractor shall notify Sasol, in writing, within 14 (fourteen) days of such change being established. The Contractor may make application for its claim in accordance with the provisions of the clause titled CLAIMS.

7. MEASUREMENT AND CERTIFICATION OF COMPLETED WORK

- 7.1 The Contractor shall measure the completed Work and may not include any defective Work, which still requires rectification. All payment applications must be sufficiently supported by substantiating documentation satisfactory to Sasol, and a reconciliation of payments made to date, which shall include an estimate to complete the Work. The Contractor shall submit a payment application in accordance with the detail as contained in the PRICING DATA to the Designated Sasol Representative on or before the 15th of each month or on the next working day should the 15th fall on a weekend, as stipulated in the sub-clause below, to:

Name:	Nhlanhla Nzimande
Designation:	Project Manager
Cell. No.:	+27 (0)64 764 1209
Email:	edwin.nzimande@sasol.com
CC:	sibaliwe.pali@sasol.com

- 7.2 The Contractor shall submit a monthly progress payment application based on the value of the actual Work measured in accordance with the agreed SCHEDULE OF QUANTITIES / BILL OF MATERIALS set out in the PRICING DATA.

The quantities set out in the SCHEDULE OF QUANTITIES / BILL OF MATERIALS are estimated quantities and are not to be taken as the actual and correct quantities of the Work to be executed by the Contractor in fulfilment of its obligations under the Contract. Sasol does not guarantee the quantities of the Work, and the Contractor shall conduct its own independent assessment of the correct quantities.

- 7.3 Sasol shall assess and determine each month the value of the Work completed in accordance with the Contract. Should Sasol disagree with or not be able to verify any part of the payment application, the Contractor shall submit such further information as Sasol may reasonably require and shall make such changes to the payment applications as may be agreed by the Parties.
- 7.4 Should Sasol require any part or parts of the Work to be measured, it shall accordingly give notice to the Contractor. The Contractor shall forthwith attend or send a qualified representative to assist Sasol in making such measurement within 5 (five) days of receipt of such notice. Should



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the Contractor not attend or neglect or omit to send such representative, then the assessment made, or Approved by Sasol shall be taken to be the correct measurement of the Work.

- 7.5 Sasol's assessment shall be accepted as final and binding to the Parties and Sasol shall issue an Approved payment certificate in accordance therewith. Should the Contractor disagree with the assessment and as a result thereof, not accept the payment certificate, the Contractor shall be afforded 3 (three) days to give notification to such dispute, and the Parties agree that if any correction or amendment is required, that such correction or amendment shall be rectified in the next payment cycle. Until such time as such dispute has been resolved, the Parties shall proceed as if the disputed matter is not disputed, and the Contractor shall submit the Approved payment certificate as supporting documentation together with its tax invoice as assessed for payment.

8. INVOICING

- 8.1 The Parties agree that should an Ariba Network agreement be in existence between the Parties, the Contractor shall submit all tax invoices in accordance with the Ariba Network, where:
- 8.1.1 Tax invoices for goods and services shall only be effected via the Ariba Network once the Contractor has created a service entry and has attached all supporting documentation. The service entry must be created on or before the 28th of the month to ensure that the Designated Sasol Representative is able to release the service entry prior to the end of the month;
 - 8.1.2 The Contractor is obliged to obtain and attach to its service entry an Approved payment certificate in accordance with the clause titled MEASUREMENT AND CERTIFICATION OF COMPLETED WORK;
 - 8.1.3 The Contractor shall ensure that its monthly statement, which shall reflect the status as at the end of each calendar month, is submitted not later than the 10th of each succeeding month or the last Friday before the 10th should it fall on a weekend or public holiday.
 - 8.1.4 The Contractor is obliged to obtain and attach to its tax invoice an Approved payment certificate in accordance with the clause titled MEASUREMENT AND CERTIFICATION OF COMPLETED WORK.
 - 8.1.5 The Contractor shall ensure that its tax invoices are submitted not later than the 25th of each month or the last Friday before the 25th should it fall on a weekend or public holiday.
 - 8.1.6 The Contractor shall ensure that its monthly statement, which shall reflect the status as at the end of each calendar month is submitted to Sasol not later than the 10th of the following month or the last Friday before the 10th should it fall on a weekend or public holiday.
- 8.2 The Contractor's tax invoices shall comply with the VAT Act, including its regulations and any amendments thereto.
- 8.3 The Contractor's tax invoices shall contain a full and detailed description of the Work completed and services rendered and shall as a minimum include the following:
- 8.3.1 Sasol Contract Number: **4508151067**;
 - 8.3.2 The Contractor's Vendor Number: **102991**;
 - 8.3.3 Sasol's VAT Registration Number: **4170113312**;
 - 8.3.4 The Contractor's VAT Registration Number: **4870287150**;



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- 8.3.5 The period during which the Work was performed; and
- 8.3.6 The specific clause, or item reflected in the PRICING DATA, against which payment is requested.

9. ARIBA NETWORK

- 9.1 Sasol has elected Ariba as the payment network through which Sasol shall engage with its South African based contractors via the electronic document interchange. All Commercial Activities between Sasol and the Contractor shall, if possible, be conducted via the Ariba Network.
- 9.2 The Contractor agrees to enter into an agreement with Ariba in order to conduct all Commercial Activities via the Ariba Network.
- 9.3 The Contractor shall enter into an agreement with Ariba and shall negotiate the terms and conditions to that effect directly with Ariba.
- 9.4 The Contractor undertakes that it shall arrange training of its relevant employees with Ariba, and that such employees shall undergo the relevant training provided by Ariba to ensure that its employees are competent to utilise the Ariba Network prior to engaging with Sasol via the Ariba Network.
- 9.5 The Contractor shall ensure that it complies with all legal requirements with respect to Commercial Activities via the Ariba Network and specifically warrants that it is aware of all SARS regulatory compliance requirements in this respect.
- 9.6 The Parties agree that each Party shall be responsible for its own costs for the use of the Ariba Network and any training relating thereto.
- 9.7 Sasol shall publish and provide the Contractor with a process guide with regard to the engagement of contractors with Sasol via the Ariba Network in order to ensure compliance with Sasol's internal commercial requirements, and the Contractor shall adhere to this process guide as it may be updated from time to time.
- 9.8 The Contractor must submit the required 'Letter of Consent' form to Sasol to ensure that both Parties are SARS compliant. Sasol shall review the Contractor's compliance to the 'Letter of Consent' at least annually.

10. TERMS OF PAYMENT

10.1 General

- 10.1.1 Payment of the Contractor's tax invoices shall be made by means of electronic transfer to the Contractor's nominated bank account. The Contractor shall assume the entire risk should it have provided incorrect banking details to Sasol, or where changes to the Contractor's bank details were made without notification to Sasol.
- 10.1.2 Sasol shall effect payment of the Contractor's tax invoices within 14 (fourteen) days of the submission and acceptance of the Contractor's tax invoice on the Ariba Network, provided that the Contractor's tax invoice complies with the provisions of the Contract.
- 10.1.3 Sasol shall pay the Contractor on a monthly basis based on Work completed, which has been accepted by Sasol in terms of the Approved payment certificate as stipulated in the clause titled MEASUREMENT AND CERTIFICATION OF COMPLETED WORK. Sasol reserves the right to withhold payment due for all time related costs, contained in



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the Preliminary and General items, and of provisional quantities, where the Contractor, due to its own fault, fails to achieve planned progress, over an extended time period of more than 3 (three) months, as required by the CONTRACT PROGRAMME.

- 10.1.4 Where, pursuant to this clause, the Contractor provides incorrect information on its tax invoice, payment may be delayed until such correct information and supporting documents, as applicable, are received from the Contractor. The Contractor shall also comply with any further invoicing and / or payment requirements as required by Sasol or by Law from time to time.
- 10.1.5 Sasol shall not be obliged to pay for invoiced items not fully supported by detailed documentation or any other such documentation as may be required for back-up purposes.
- 10.1.6 Sasol reserves the right to make provisional payment on a "without prejudice" basis of a tax invoice in dispute, pending reconciliation and audit of the total charges.
- 10.1.7 Sasol shall be entitled to withhold any payments pending finalisation of an investigation and / or audit in cases where the Contractor and / or any of its employees are alleged to have claimed for amounts not due, defrauded or stolen from Sasol, or have corrupted or bribed an employee of Sasol. After the completion of such investigation and/or audit Sasol shall be entitled to pay only the portion due to the Contractor, if any, after the amount/s that were not due, or in respect of which Sasol was defrauded or that was stolen from Sasol, have been deducted.
- 10.1.8 Sasol may, in any subsequent payment application, make any correction or modification of any previous payments and shall be entitled to withhold certification of payment in respect of any part of the Work, which is not being, or has not been, carried out in accordance with the Contract.

10.2 Performance Guarantee

- 10.2.1 The Contractor shall provide a performance guarantee to the value of 10% (ten percent) of the Contract Price for due and proper performance of all its obligations under the Contract. The guarantee shall be issued by a reputable financial institution in a form acceptable to Sasol and must be valid for the initial duration of the Contract, or any extension thereof.
- 10.2.2 The Contractor shall deliver the original performance guarantee to Sasol within 21 (twenty one) days after award of the Contract, failing which shall result in the non-payment of the Contractor's tax invoices until such guarantee has been received by Sasol.
- 10.2.3 The Contractor shall ensure that the performance guarantee is valid and enforceable until Sasol has issued a 'Notice of Acceptance'. Should the terms of the guarantee specify an expiry date, the Contractor shall extend the validity of the guarantee until the Work has been completed and any defective work has been remedied. Should the Contractor fail to submit a valid replacement guarantee at least 14 (fourteen) days prior to the expiry date of the existing guarantee, Sasol may, at its sole discretion, claim the full amount of the guarantee.

10.3 Retention

- 10.3.1 Sasol shall retain an amount equal to 10% (ten percent) of the value of each tax invoice submitted, referred to herein as retention monies.



- 10.3.2 Retention monies to the value of 50% (fifty percent) of the total value retained shall be released to the Contractor after Sasol has issued the 'Notice of Acceptance', duly signed by the Parties.
- 10.3.3 The remaining portion of the retention monies shall be released to the Contractor after Sasol has issued the 'Notice of Expiration of Guarantee', duly signed by the Parties.

10.4 Advance Payment

Not Applicable.

11. INSURANCE

- 11.1 Without in any way limiting the obligations, warranties, liabilities and / or responsibilities of the Contractor in terms of the Contract; or absolving the Contractor from such obligations, warranties, liabilities and / or responsibilities, the Contractor shall procure and maintain, at its own cost, for the duration of the Contract, the following insurance cover:
 - 11.1.1 Employees' compensation insurance as required in terms of the provisions of the COIDA or any amendments thereto;
 - 11.1.2 Employer's common law liability insurance in respect of the Contractor's legal liability for any damages or compensation payable at Law in respect of, or in consequence of, any accident to, or any injury to, or sickness of, or death of any employee, or deemed employee, of the Contractor who falls outside the provisions of the COIDA pertaining to employees' compensation insurance;
 - 11.1.3 Comprehensive third party public liability insurance with a cover for an amount, in each case, of R20,000,000-00 (Twenty Million Rand Only) for each and every claim, including liabilities arising from an incident;
 - 11.1.4 Comprehensive motor vehicle insurance, including third party liability, for vehicles owned or used by the Contractor, or for which risk has been accepted by the Contractor, for an unlimited amount for each claim;
 - 11.1.5 Contractors all risks insurance with a cover for an amount, in each case, of the value of the Contract, for each and every claim, provided that this insurance is only required in the event that the Work also entails construction and related construction activities.

The Contractor shall, at the request of Sasol provide written proof within 14 (fourteen) days to Sasol that the Contractor has obtained and maintained the required insurance cover and the Contractor shall strictly comply with the COIDA and the insurance policies referred to in the sub-clauses above.

- 11.2 In the event that the Contractor fails to comply with the COIDA as referred to in the sub-clause above, or in the sub-clause below, so that Sasol becomes or could become liable to pay the prescribed fees, contributions, assessments or compensation, Sasol shall have the following rights:
 - 11.2.1 To recover any fee, contribution, assessment, or compensation from the Contractor;
 - 11.2.2 To set off the amount so paid by Sasol, against Sasol's debt to the Contractor;
 - 11.2.3 To cancel the Contract summarily and without any notice to the Contractor; and

11.2.4 To claim damages and / or other relief from the Contractor.

- 11.3 The Contractor indemnifies and holds harmless Sasol against all costs and expenses that Sasol may incur as a result of the Contractor's non-compliance with the COIDA.

12. RIGHT OF AUDIT

- 12.1 The Contractor shall, for a period of 7 (seven) years, or such longer period as prescribed by Law, keep books, records, and accounts which, in reasonable detail, accurately and fairly reflect the transactions relating to the Contract.
- 12.2 Sasol shall be entitled to inspect and / or audit such books, records, and accounts for compliance with the Law at any time during the above mentioned period.
- 12.3 The Contractor shall allow any person authorised by Sasol to have access at all reasonable times to the Contractor's premises, or such premises where the books, records and / or accounts are fittingly stored, for purposes of inspection and / or audit.

13. RIGHT TO SET-OFF

- 13.1 All costs, expenses and / or claims for damages and / or compensation, whether liquidated or not, which Sasol incurs or has incurred, or which Sasol may become liable for as a result of the non-compliance by the Contractor of any of the provisions of the Contract or any amount whatsoever owed by the Contractor to Sasol shall be set-off by Sasol from any monies owing, or payments due, to the Contractor by Sasol in terms of the Contract.
- 13.2 Sasol's right to set-off shall also apply should Sasol have made any payments, for which the Contractor is liable, whether liquidated or not, to third parties. The Contractor irrevocably authorises Sasol *in rem suam* to make such deductions or exercise its right to set-off.
- 13.3 Sasol shall also have the right to set-off should the Contractor be in debt to Sasol for any goods, materials, fuel and / or services supplied by Sasol to the Contractor.

14. GUARANTEES

- 14.1 The Contractor warrants that the Work shall strictly comply with the provisions of the Contract and all specifications and / or drawings referred to in the Contract, or thereafter furnished by Sasol, and shall be first-class in every respect and shall be free of defects in construction and workmanship and in any design or engineering furnished by the Contractor.
- 14.2 The Contractor further assures Sasol that all materials, equipment and / or supplies furnished by the Contractor for the Work shall be new, merchantable, of the most suitable grade and fit for its intended purpose.
- 14.3 The Contractor's guarantees set forth in this clause shall be extended for a guarantee period of 12 (twelve) months after the date of completion as evidenced by the 'Notice of Acceptance' issued by Sasol; or 12 (twelve) months after the date of early possession or regular operation or use of the Work by Sasol, whichever occurs first.
- 14.4 Without limitation of any other right or remedies of Sasol, should any defect in the Work in violation of the foregoing undertakings arise within the guarantee period, the Contractor shall, upon receipt of written notice of such defect from Sasol, promptly furnish, at its expense and risk, all labour, equipment and / or materials at the site necessary to correct such defect and cause the Work to comply fully with the foregoing undertakings.



- 14.5 During the guarantee period, the following defects liability period shall apply, and in all instances, the cost thereof shall be for the Contractor's expense and risk:
- 14.5.1 Category 0 defects, which are defects that jeopardise the operation of the Work and / or the existing mining and related operations may, after notification to the Contractor, be corrected or temporarily corrected by Sasol at the Contractor's cost.
 - 14.5.2 Category 1 defects, which are defects that require urgent attention shall be corrected by the Contractor within 48 (forty eight) hours of notification thereof.
 - 14.5.3 Category 2 defects, which are defects that do not pose a risk to the Work and / or the existing mining and related operations shall be corrected by the Contractor within 14 (fourteen) days of notification thereof.
- 14.6 The Parties may extend the guarantee period prior to the expiry thereof by agreement.
- 14.7 All labour, materials and / or equipment furnished by the Contractor pursuant to the above, to correct the defects shall be guaranteed by the Contractor in accordance with the foregoing undertakings for a period of 12 (twelve) months from the date of acceptance by Sasol of the completion of the correction.
- 14.8 Should the Contractor have been notified by Sasol in writing of any defects in the Work in violation of the Contractor's foregoing undertakings and having failed to correct such defects promptly and adequately within the defects' correction period, or any other such time as may have been stipulated in the 'Notice of Defects', Sasol shall have the right to correct, or have such defects corrected by others, for the Contractor's expense and risk. The Contractor shall promptly pay Sasol the expenses incurred by Sasol in correcting such defects; alternatively, Sasol may set-off such expenses against any funds withheld in accordance with the clause titled RIGHT TO SET-OFF, including retention monies, or call in the retention guarantee, whichever is applicable in Sasol's sole discretion.
- 14.9 The Contractor shall nevertheless notwithstanding the aforementioned provisions, be liable for any latent defects for a period of 10 (ten) years with effect from the date of completion on the 'Notice of Acceptance' issued by Sasol; or after the date of early possession or regular operation or use of the Work by Sasol, whichever occurs first.

15. CONDITIONS AND RISKS OF WORK

- 15.1 The Contractor represents that it has carefully examined the plans and specifications for the Work and has fully acquainted itself with all other conditions relevant to the Work, and its surroundings, which an experienced Contractor should have reasonably foreseen, and the Contractor assumes the risk of such conditions and shall regardless of such conditions or the expense of difficulty of performing the Work, fully complete the Work at the Contract Price.
- 15.2 Except for items and information, which Sasol is expressly obligated under the Contract to furnish to the Contractor, information regarding the site and the local conditions at such site furnished by Sasol in specifications, plans or otherwise, is not guaranteed by Sasol and is furnished to the Contractor for its convenience only and is not to be construed as relied upon information.
- 15.3 The Contractor shall continuously report any conditions that may have an adverse effect on the completion of the Work to Sasol, in writing, immediately after such condition has been ascertained but in no event later than 7 (seven) days prior to the commencement of the specific activity that may be impacted upon. Should the Contractor prove adverse conditions, it shall submit a claim in accordance with the clause titled CLAIMS. Failure by the Contractor to report

adverse conditions within the period specified above, will negate the Contractor's right to submit a claim for such adverse impact.

16. PROGRAMME OF THE WORK

- 16.1 The Contractor shall submit a detailed programme of the Work in MS Project 2010, or a later version if applicable, to Sasol within 21 (twenty one) days after award of the Contract for Approval within 14 (fourteen) days by Sasol, which shall then be the CONTRACT PROGRAMME. Sasol shall be entitled to withhold any payment due to the Contractor until such detailed programme has been submitted with the required timeframes.
- 16.2 The Contractor shall comply with the SASOL PROGRAMME GUIDELINE and as a minimum show on each programme submitted for Approval to Sasol, the following:
 - 16.2.1 The commencement dates, access dates, milestones dates and completion date/s;
 - 16.2.2 The order and timing of the activities, which the Contractor plans to execute the Work, where relevant, and as a minimum include, design, Contractor's documentation, procurement, manufacturing, delivery, construction, commissioning and / or testing;
 - 16.2.3 The order and timing of the interfacing activities with others and / or Sasol as agreed to execute the Work;
 - 16.2.4 The Contractor shall clearly identify provisions allowed for float, time risk allowances, HSE Requirements and the procedures as stipulated in the Contract;
 - 16.2.5 The Contractor shall provide the dates in order to meet its obligations relating to the execution of the Work, which address the following:
 - 16.2.5.1 Access to the area of the Work;
 - 16.2.5.2 Acceptances for mandatory processes;
 - 16.2.5.3 Quality control processes;
 - 16.2.5.4 Free issue material and / or equipment to be provided; and
 - 16.2.5.5 Information from others.
- 16.3 In support of the programme, the Contractor shall provide a method statement, which is an execution strategy that the Contractor intends to adopt for the execution of the Work, which shall as a minimum include the following elements:
 - 16.3.1 A project description with a breakdown of the Work and execution strategy;
 - 16.3.2 Clear identification of the critical path and the execution thereof; and
 - 16.3.3 Clear stipulation of all risks and opportunities, assumptions, exclusions and / or exceptions.
- 16.4 Sasol shall not Approve the Contractor's programme should the following be applicable:
 - 16.4.1 Non-compliance to the SASOL PROGRAMME GUIDELINE;



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- 16.4.2 It is not practical and / or logical, has open ended activities or activities with constraints and / or unrealistic durations;
 - 16.4.3 Does not support the execution methodology;
 - 16.4.4 Does not realistically represent the Work to be executed by the Contractor.
- 16.5 Should Sasol not have given any notification regarding the acceptance of the programme within 14 (fourteen) days or state the extent to which it does not comply with the Contract, the Contractor shall proceed in accordance with its programme, subject to the other obligations under the Contract. The programme however remains subject to Sasol's Approval and shall therefore not be regarded as the baseline programme until such Approval by Sasol. The lack of notification regarding the programme does not relieve the Contractor of any of its obligations in accordance with the Contract. Upon Approval of the programme, the Contractor acknowledges that Sasol shall be entitled to rely on the dates for the planning of its own activities and that this shall be the baseline programme for the Contract.
- 16.6 The Contractor shall be responsible to carry out the Contractor's own monitoring and co-ordination of the CONTRACT PROGRAMME and shall be solely responsible for monitoring and directing the Contractor's resources in execution of the Work to comply with the timeframes of the Contract as agreed. The Contractor shall also provide competent resources to manage the CONTRACT PROGRAMME for the duration of the Contract.
- 16.7 The Contractor shall at all times furnish sufficient labour, materials, equipment and / or facilities necessary to ensure compliance with the CONTRACT PROGRAMME established for the Contractor's performance of the Work.
- 16.8 The Contractor shall comply with the progress updates as and when required by Sasol in accordance with the SASOL PROGRAMME GUIDELINE. Each progress update shall as a minimum indicate the following:
- 16.8.1 The actual progress achieved on each operation and its effect upon the timing of the remaining Work;
 - 16.8.2 The effect of Approved 'Contract Amendments; and
 - 16.8.3 The Contractor's action plan to mitigate any delays and to correct any defects, if applicable.
- 16.9 The progress updates shall not be regarded as the accepted CONTRACT PROGRAMME by Sasol. Only once a revision to the CONTRACT PROGRAMME has been agreed and Approved in accordance with the clauses titled VARIATIONS and / or CLAIMS, shall it be regarded as the accepted CONTRACT PROGRAMME.
- 16.10 Should the Contractor's performance not be in compliance with the accepted CONTRACT PROGRAMME established for such performance, Sasol may so notify the Contractor in writing, and
- 16.10.1 Specify the steps to be taken to achieve compliance with such CONTRACT PROGRAMME; or
 - 16.10.2 Instruct the Contractor to submit a revised programme with a supporting report describing the revised methods that the Contractor proposes to adopt in order to expedite progress and completion of the Work within the Contract duration.



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- 16.11 Upon receipt of such notice, the Contractor shall, at the Contractor's expense and risk, action such steps or Approved revised methods to improve progress so as to comply with the scheduled time for completion of the Work. These actions may require increases in the working hours and / or the number of Contractor's personnel and / or equipment.
- 16.12 Should the Contractor fail to action such steps or Approved revised methods and improve progress, Sasol shall be entitled, at the Contractor's expense and risk, and without prejudice to any other rights which Sasol may have as a result of the Contractor's failure to perform, to engage the services of others or to perform the Work itself in order to achieve compliance with the Contract.
- 16.13 The Contractor shall give notice to Sasol of any specific probable future events or circumstances, which may adversely affect the Work, increase the Contract Price, or delay the execution of the Work. The Contractor shall submit an estimate of the anticipated effect of the future events or circumstances in accordance with the clause titled CLAIMS.
- 16.14 Should the Contractor be entitled to an extension of the time for completion of the Work in terms of the provisions of the Contract, the Contractor shall give notice to Sasol in accordance with the clause titled CLAIMS. This deemed entitlement shall be supported by the provisions of the Contract and proven. The Parties agree that the principle of constructive acceleration shall not apply to the Contract.
- 16.15 At Sasol's sole discretion, Sasol may, as it deems fit, request the Contractor to expedite the execution of the Work. Sasol shall notify the Contractor timeously of such request, upon which the Contractor shall have recourse in accordance with the clause titled CLAIMS and may not continue with any such expediting until the Parties have signed a 'Contract Amendment'.

17. VARIATIONS

- 17.1 Sasol may at its sole discretion vary the Contract but not the nature thereof, with additions, deletions and / or revisions during the execution of the Work prior to the 'Notice of Acceptance'. The Contractor shall be advised of such Variations with a notification of a revised scope, specification/s, design/s and / or written instructions. Notwithstanding the above, such notification will not alter any of the contractual Terms and Conditions as per Part I of the Contract, until such time that both parties have agreed to the proposed change as embodied in a 'Contract Amendment'.
- 17.2 The Contractor shall upon receipt of such notification respond to Sasol within 7 (seven) days by the submission of a 'Potential Variation from Plan' supported, as a minimum, with the following information:
 - 17.2.1 A brief description of the impact of the Variation to the Contract and the brief breakdown thereof in order to fulfil the obligations relating to the Variation;
 - 17.2.2 An estimate of the cost impact, if any, based on the rates in accordance with the PRICING DATA and shall clearly define the impact if any to the Contract Price. Should rates not be available in the PRICING DATA, the Contractor shall submit a rate based on prevailing market related prices, or where applicable, the basis of the rates used by the Contractor to calculate its tendered price;
 - 17.2.3 The Contractor's proposal for revisions to the CONTRACT PROGRAMME, if necessary, in accordance with the clauses titled TIME FOR COMPLETION and / or PROGRAMME OF THE WORK;
 - 17.2.4 The impact on the guarantees, if any; and



17.2.5 The impact on any other provisions of the Contract, if applicable.

- 17.3 The Designated Sasol Representative shall evaluate the proposed Variation, and the Contractor shall be notified as follows:
- 17.3.1 Request the Contractor to review its 'Potential Variation from Plan' if it is unacceptable and / or not sufficiently supported with details of impact; or
 - 17.3.2 To proceed with the preparation of a definitive 'Variation from Plan'; or
 - 17.3.3 That Sasol does not intend to proceed with the Variation.
- 17.4 If time is of the essence and the Contractor and / or Sasol believes that performance of the said Variation should be done prior to the Contract being amended, the Contractor shall obtain Sasol's Approval to proceed with the Variation.
- 17.5 Should Sasol agree to proceed with the Variation on the basis that time is of the essence as envisaged in the sub-clause above, the Contractor shall within 14 (fourteen) days after receipt of such Approval, submit to Sasol a 'Variation from Plan' confirming the final impact of the following:
- 17.5.1 An increase, decrease or no change to the Contract Price;
 - 17.5.2 A revised CONTRACT PROGRAMME;
 - 17.5.3 The impact on the guarantees, if any; and
 - 17.5.4 The impact on any other provisions of the Contract, if applicable.
- 17.6 Sasol may, during such assessment and at its sole discretion, make any correction or modification required to the final 'Variation from Plan' and determine the amount, if any, that shall be added or deducted, as applicable, from the Contract Price as a result of the Variation.
- 17.7 Should the Contractor not agree with Sasol's decision made in terms of the sub-clause above, the Contractor shall negotiate with Sasol in good faith, and should such negotiations not lead to an agreement, the Contractor shall be entitled to pursue recourse in terms of the clause titled CLAIMS.
- 17.8 The Contractor shall not perform any Variations to the Work until Sasol has Approved the 'Variation from Plan' or has expressly authorised the Contractor in writing to perform the Variation. Upon receiving such authorisation from Sasol, the Contractor shall diligently perform the Variation in strict accordance with, and subject to, all the terms and conditions of the Contract.
- 17.9 The Contractor shall not suspend performance of the Contract during the review and / or negotiations, as applicable, of any Variation, except as may be directed by Sasol in accordance with the clause titled SUSPENSION OF THE WORK.
- 17.10 Any work done outside of the SCOPE OF WORK or without Approval of the 'Variation from Plan' or without prior Approval by Sasol; or on any verbal instructions given shall be considered unauthorised work and shall be at the sole expense and risk of the Contractor. Any benefit to Sasol of such unauthorised work shall, however, accrue to Sasol. The Contractor shall not be entitled to unilaterally remove and / or alter the Work.



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17.11 Failure to comply with the timeframes indicated in the above sub-clauses shall result in the Contractor forfeiting any right to such claim.

17.12 No 'Potential Variation from Plan' or 'Variation from Plan' shall be accepted after the issuing of the 'Notice of Acceptance' in accordance with the clause titled NOTICE OF COMPLETION AND ACCEPTANCE.

18. CLAIMS

- 18.1 Should the Contractor be entitled in terms of the provisions of the Contract to any extension of time for the completion and / or additional payment in terms of any clause in the Contract, other than those provided for in the clause titled VARIATIONS, the Contractor may submit a claim in accordance with the provisions of this clause, after compliance with the notification requirement in accordance with the relevant clauses in the Contract.
- 18.2 The Contractor shall not have a claim against Sasol should the Contractor be in default or in breach of the Contract or should the Work be defective, or where Sasol exercises any of its rights in terms of the Contract.
- 18.3 The Contractor shall keep such records and gather additional information as may be necessary to substantiate any claim. The Contractor shall allow Sasol to inspect all the records and shall, if so requested, submit copies to Sasol within 7 (seven) days of such request. The Designated Sasol Representative may, after receiving any notice under any clause in the Contract, request the Contractor to submit additional records as it deems fit.
- 18.4 Within 30 (thirty) days after the Contractor became aware, or should have become aware, of the event or circumstance giving rise to a claim, the Contractor, after notification shall submit to Sasol a fully detailed claim, which shall include full supporting particulars and / or documentation of the basis of the claim and of the extension of time and / or additional payment claimed. Should the event or circumstance giving rise to the claim have a continuing effect, then:
 - 18.4.1 The fully detailed claim shall be considered as interim;
 - 18.4.2 The Contractor shall submit further interim claims on monthly intervals giving the accumulated delay and / or amount claimed, and such further supporting particulars and / or documentation as Sasol may reasonably require.
- 18.5 Should the Contractor fail to give notice as per requirement of the relevant clauses and fail to submit a detailed claim, the Contractor shall not be entitled to an extension of time and / or additional payment, and Sasol shall be discharged from all liability relating to the claim.
- 18.6 Within 60 (sixty) days after the receipt of a claim, Sasol shall, at its sole discretion, respond with an Approval or rejection of the claim with detailed comments. Sasol may request, if it deems necessary, any further particulars and / or documentation, but shall nevertheless submit its response on the principles of the claim within such time.
- 18.7 Unless and until the particulars and / or documentation submitted by the Contractor is sufficient to substantiate the entire claim, the Contractor shall only be entitled to payment for such part of the claim that it has been able to substantiate upon Approval of such part of the claim and completed in accordance with the clause titled VARIATIONS.
- 18.8 Should a disagreement arise between the Parties concerning a claim, the Contractor shall with due diligence continue with the execution of the Work pending the resolution of the disagreement. Should the Parties fail to resolve such disagreement, the Contractor shall be entitled to submit a formal dispute in accordance with the clause titled DISPUTE RESOLUTION.



- 18.9 Notwithstanding the provisions of this clause, the Contractor is not absolved from complying with any other terms and conditions of the Contract, which may result in a claim.
- 18.10 The Contract Price and / or completion date shall only be adjusted after the Parties have agreed in writing in the form of a 'Contract Amendment' and the Contractor has signed and returned same to the Designated Sasol Representative.
- 18.11 Sasol shall not be liable to the Contractor for any matter or thing arising out of, or in connection with the Contract or the execution of the Work unless the Contractor shall have made a claim in writing in respect thereof in accordance with this clause prior to the submission of the 'Notice of Completion' in accordance with the clause titled NOTICE OF COMPLETION.

19. CONTRACT AMENDMENTS

- 19.1 The Contract may only be amended in writing by a 'Contract Amendment' under authorised signature of both Parties. Payments due to the Contractor for any Variation/s and / or claim/s shall not be paid unless the Contractor has signed the 'Contract Amendment' and has returned same to the Designated Sasol Representative.
- 19.2 No 'Contract Amendment' shall be executed after the issuing of the 'Notice of Acceptance' in accordance with the clause titled NOTICE OF COMPLETION AND ACCEPTANCE.

20. PENALTIES FOR DELAY

- 20.1 The Contractor shall complete all the Work and / or sections of the Work, including any amendments thereto, on or before the contractual dates in accordance with the clause titled TIME OF COMPLETION.
- 20.2 Failure to complete such Work, where completion shall be safe for the operation for which it has been designed and / or intended, Sasol may at its sole discretion:
 - 20.2.1 Have the right to claim from the Contractor payment by way of a penalty, a sum of money calculated at 1% (one percent) of the Contract Price per week or part thereof by which completion of the Work is delayed beyond the completion date as stipulated in the clause titled TIME FOR COMPLETION, which penalty shall in no case exceed 10% (ten percent) of the Contract Price.
 - 20.2.2 That notwithstanding anything to the contrary herein contained, Sasol shall have the right of recourse to the remedies prescribed in the clauses titled SUSPENSION OF WORK, TERMINATION FOR DEFAULT, RIGHT TO SET-OFF and / or WAIVER OF LIENS, whichever may be applicable.

21. ABNORMAL WEATHER

- 21.1 Extension of time without cost resulting from abnormal rainfall and / or inclement weather shall only be considered should:
 - 21.1.1 the Contractor be able to prove an impact on the critical path of the Work;
 - 21.1.2 the Work be impacted through standing time, which has been Approved by the Designated Sasol Representative;



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- 21.1.3 the Contractor has provided sufficient notification on its daily diaries and submitted monthly reports to the Designated Sasol Representative for all and any occurrence of abnormal weather in terms of this clause; and
 - 21.1.4 the Contractor has complied with the sub-clauses above and a claim submitted in accordance with the clause titled CLAIMS, which shall be prior to the issuing of the 'Notice of Acceptance'.
- 21.2 Subject to the provisions of the table in the sub-clause titled Abnormal Rainfall, weather conditions, for the purpose of the Contract, which could impact on the critical path of the Work are:
- 21.2.1 Rainfall in excess of 20mm (twenty millimetres) per day;
 - 21.2.2 Wind speeds above 25km/h (twenty five kilometres per hour), if the Contractor is working on heights and / or with cranes and / or other lifting equipment.
- 21.3 Abnormal Rainfall
- 21.3.1 Rain measurements shall be taken at the site and other suitable points as identified by the Contractor and shall be recorded in the daily diaries and Approved by the Designated Sasol Representative on a daily basis.
 - 21.3.2 A calibrated circular rain gauge or any other rain gauge as Approved by the Designated Sasol Representative shall be utilised for rain measurements.
 - 21.3.3 The Contractor shall, at its own expense and risk, take all necessary precautions to ensure that rain gauges cannot and are not, interfered with by unauthorised persons.
 - 21.3.4 Normal rainfall in accordance with the table of average rain days per month below, shall be for the Contractor's expense and risk and shall be included in the CONTRACT PROGRAMME:

Month (2021)	Average number of Rain Days
January	2
February	2
March	1
April	1
May	0
June	0
July	0
August	0
September	0
October	1
November	3
December	2



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- 21.3.5 The total extension of time shall be the sum of the days less the sum already allowed for in the table above for the period under consideration. Should the sum be negative, the time for completion shall not be reduced on account of abnormal rainfall.
- 21.3.6 The sum referred to in the above sub-clause does not take into account any flood damage, which could cause further or concurrent delays and should be treated separately in so far as extension of time is concerned.

21.4 Wind

- 21.4.1 Windy conditions affecting persons working at heights and / or lifting activities, where the wind speed exceeds 25km/h (twenty five Kilometres per hour), and results in standing time after identification of unsafe conditions shall be recorded in the daily diaries and Approved by the Designated Sasol Representative on a daily basis.
- 21.4.2 The impact shall be measured according to the records Approved by Sasol and extension of time shall be granted at 1 (one) day for each cumulative 10 (ten) hours.

21.5 Lightning

- 21.5.1 Standing time for delays caused by lightning after identification of unsafe conditions as indicated by agreed parameters between the Parties by a lightning monitoring system shall be recorded in the daily diaries and Approved by the Designated Sasol Representative on a daily basis.
- 21.5.2 The impact shall be measured according to records Approved by Sasol and extension of time shall be granted at 1 (one) day for each cumulative 10 (ten) hours.

21.6 Other Inclement Weather Conditions

- 21.6.1 Standing time for delays caused by snow, frost, mist and / or temperature after identification of unsafe conditions as indicated by agreed parameters between the Parties shall be recorded in the daily diaries and Approved by the Designated Sasol Representative on a daily basis.
- 21.6.2 The impact shall be measured according to records Approved by Sasol and extension of time shall be granted at 1 (one) day for each cumulative 10 (ten) hours.

22. FORCE MAJEURE

- 22.1 *Force majeure* applies where a circumstance or event results in a delay of the execution of the Work, which is due to:
 - 22.1.1 A reasonably unforeseeable circumstance or event affecting a Party's obligations under the Contract; and
 - 22.1.2 A reasonably unforeseeable circumstance or event beyond a Party's reasonable control.
- 22.2 A *force majeure* circumstance or event does not include inconvenience, hardship, discomfort, the Contractor's own fault or negligence, and / or the mere shortage of labour, materials and / or utilities.
- 22.3 *Force majeure* may include, but is not limited to, an exceptional circumstance or event of the kind listed below, as long as the conditions above have been satisfied:

- 22.3.1 Acts of God;
 - 22.3.2 War, riots, hostilities, whether war be declared or not, invasion, civil- or military insurrection, act of foreign enemies and like political happenings;
 - 22.3.3 Natural disasters such as earthquakes, fire, storms, and floods;
 - 22.3.4 Governmental acts or omissions;
 - 22.3.5 Rebellion, terrorism, or sabotage; and
 - 22.3.6 Labour unrest such as strikes, and lockouts limited to such events on a national level.
- 22.4 The circumstances and events above shall not default to a termination of the Contract between the Parties or absolve the affected Party from performance.
- 22.5 Should a Party be prevented from performing any of its obligations under the Contract by *force majeure*, then it shall in good faith give notice to the other Party within 7 (seven) days of the circumstances or event. The notification shall be in writing and consist, as a minimum, of the following:
- 22.5.1 The cause(s), nature and extent of the circumstance or event;
 - 22.5.2 The expected duration of the circumstance or event;
 - 22.5.3 Specify the affected obligations for performance that will be prevented; and
 - 22.5.4 The extent to which the performance will be affected.
- 22.6 Should the circumstance or event change after the affected Party has notified the other Party in accordance with the clause, the affected Party shall forthwith, in good faith and as soon as reasonably practicable, inform the other Party of any such changes and keep the other Party updated on such changes.
- 22.7 Should the circumstance or event make the agreed performance impossible and delay the agreed performance, then:
- 22.7.1 The affected Party shall, having regard to all relevant factors, as soon as possible and in good faith, submit proposals for alternatives to the other Party. Such proposals shall be in sufficient detail to enable the other Party to technical and financially assess the alternative and to decide whether any alternative is acceptable;
 - 22.7.2 The affected Party shall forthwith and in good faith take all reasonable steps to mitigate the delay and to recover lost time;
 - 22.7.3 Having actioned the mitigating steps to minimise impact on delay and to recover lost time, the affected Party shall provide regular updates on changes and progress thereon.
- 22.8 Should there be no alternative acceptable to the other Party, and / or mitigating steps possible and the circumstance or event continues for more than 120 (one hundred and twenty) consecutive days, both Parties shall reach an agreement concerning the further execution of the Contract through amicable negotiation or reach an agreement to terminate the Contract with prior written notice to the other Party.

22.9 Neither of the Parties shall have any monetary claim, arising from the *force majeure* circumstance or event, on the other.

23. DESIGN AND DRAWINGS

- 23.1 Should the Contractor deem the design and drawings, or instructions issued by Sasol not to be practically executable, the Contractor shall notify Sasol immediately, prior to the execution of the Work. The Contractor shall however comply with its design intent and general purpose, taken as a whole, and shall not avail itself of any errors and / or omissions therein to the detriment of the Work.
- 23.2 The Contractor shall, should there be any ambiguity, conflict, error, omission, or discrepancy in the Contract and / or instructions and / or in work done by others, notify Sasol immediately for clarification before proceeding with the Work. Sasol shall issue a written instruction within 7 (seven) days so as not to delay the Work. Should the Contractor proceed with any of the Work in question prior to receiving such written instruction from Sasol, all necessary corrections, if applicable, shall be at the Contractor's expense and risk.
- 23.3 The Work shall be performed using only drawings marked or stamped "Approved for Construction" or "Issued for Construction" by Sasol. Any such Approval by Sasol shall not relieve the Contractor of any of its obligations in terms of the Contract or otherwise, nor constitute Sasol's assumption of responsibility for the accuracy or adequacy of any of the Contractor's information or Work incorporated into such documents.
- 23.4 The Contractor shall perform all Work outside of the areas or sections marked "Hold" on "Approved for Construction" or "Issued for Construction" drawings, if applicable, to maintain the progress of the Work in accordance with the CONTRACT PROGRAMME, but shall not perform any Work in the areas or sections marked "Hold" on "Approved for Construction" or "Issued for Construction" drawings until revised "Approved for Construction" or "Issued for Construction" drawings are received with the "Hold" markings deleted.
- 23.5 The Contractor shall give notice to Sasol within 7 (seven) days prior to the start of a delay as a result of the following:
- 23.5.1 "Hold" markings on drawings; and / or
 - 23.5.2 Any necessary drawing and / or instruction is not received by the Contractor within a particular time, which time shall be reasonable and agreed to by the Parties.
- 23.6 Such notice submitted by the Contractor shall include, as a minimum, the following:
- 23.6.1 Details of the necessary drawing and / or instruction;
 - 23.6.2 The reasons for, and the timeframe that it should be issued;
 - 23.6.3 Details of the Contractor's mitigation plan; and
 - 23.6.4 Details of the nature, cost, and time impact, whichever is applicable, of the delay or disruption likely to occur if the necessary drawing and / or instruction is not issued in terms of the timeframes indicated in the CONTRACT PROGRAMME.
- 23.7 Should the Contractor suffer a delay and / or incur any cost as a result of a failure by Sasol to issue the necessary instruction and / or drawing within the agreed timeframes, the Contractor



shall give a further notice to Sasol and shall be entitled to submit a claim in accordance with the clause titled CLAIMS for:

- 23.7.1 An extension of time for any such delay, which shall be supported by an updated CONTRACT PROGRAMME; and / or
 - 23.7.2 Payment of any such cost as a result of the delay, which may impact the Contract Price.
- 23.8 Should Sasol's failure to issue a necessary instruction and / or drawing have been caused by any error or delay of the Contractor, including an error in, or delay in the submission of any of the Contractor's documentation, then the Contractor shall not be entitled to submit a claim in terms of the sub-clause above.
- 23.9 Any deviation by the Contractor from Sasol's instructions and / or drawings shall be considered a change in the Work and shall require Approval from Sasol in accordance with the clause titled CONCESSIONS.

24. SASOL SPECIFICATIONS

- 24.1 The specifications may not be complete and accurate in every detail; however, the Contractor shall comply with its manifest intent and general purpose, taken as a whole, and shall not avail itself of any errors or omissions therein to the detriment of the Work. Sasol shall not give an instruction to the Contractor and effect should not be given to any instruction which would require the Contractor to act in any way that is not in accordance with the generally accepted code of conduct of the engineering and / or mining industry, or be unsafe, or contradict any Laws.
- 24.2 The Work performed by the Contractor under the Contract shall conform to the standards mentioned in the SCOPE OF WORK, or where no standards are mentioned, the relevant authoritative standards appropriate to the Work. Such standards shall be the latest issued standard by the relevant institution. In the absence of a Sasol standard, the Contractor shall, prior to the execution of the Work, submit a request for Approval to proceed with the Work in accordance with the relevant authoritative standard.
- 24.3 The Contractor shall, should any ambiguity, conflict, error, omission, or discrepancy appear in the Contract or any part thereof and / or instructions and / or work done by others, notify Sasol immediately before proceeding with the Work.
- 24.4 Sasol shall issue a written instruction within 7 (seven) days of receipt of such notification so as not to delay the Work. Should the Contractor proceed with any of the Work in question prior to receiving such instruction from Sasol, all necessary corrections as a result thereof shall be for the expense and risk of the Contractor.
- 24.5 Any deviation by the Contractor from Sasol's specifications shall be considered a change in the Work and shall require Approval from Sasol in accordance with the clause titled CONCESSIONS.

25. BRANDING

Should the Contract require application of Sasol's corporate logo in respect of the Work, Sasol shall provide the Contractor with templates and the branding guidelines for the correct application of the Sasol corporate logo. The Contractor agrees to adhere to the templates and branding guidelines and shall not use the Sasol corporate logo for any other purpose other than in pursuance of the Contract.



26. CONCESSIONS

- 26.1 The Contractor declares itself to be fully conversant with the requirements of the Contract and has full understanding thereof; and the Contractor agrees that Sasol is not obliged to grant concessions in respect of any requirement that forms part of the Contract, or which has been communicated to the Contractor in writing.
- 26.2 Should the circumstances however arise during execution of the Contract, which makes it necessary for the Contractor to request a concession, a written request must be submitted to Sasol, providing as a minimum, the following information:
 - 26.2.1 The reasons for the concession must be clearly outlined;
 - 26.2.2 Indications of any cost and / or time impact, if applicable; and
 - 26.2.3 The impact, if any, on the technology, economic and / or efficiency in the completed Work.
- 26.3 Sasol shall, at its sole discretion, assess the request for a concession to determine the acceptability thereof and shall notify the Contractor of its decision within 14 (fourteen) days of receipt thereof, or a date agreed to by the Parties.
- 26.4 Should Sasol grant a concession, the Contractor shall submit a 'Variation from Plan' in accordance with the clause titled VARIATIONS.

27. VALUE ENGINEERING

- 27.1 The Contractor may, at any time, at its own cost, submit to Sasol a written proposal, which in the Contractor's opinion will, if adopted:
 - 27.1.1 Accelerate completion;
 - 27.1.2 Reduce the cost to Sasol for executing, maintaining, or operating the Work;
 - 27.1.3 Improve the efficiency or value to Sasol derived from the completed Work; and / or
 - 27.1.4 Any other benefit to Sasol.
- 27.2 Upon Sasol's Approval of such a proposal, where such proposal does not include a change to a design as part of the Work, the Contractor shall submit a 'Potential Variation from Plan' in accordance with the clause titled VARIATIONS.
- 27.3 Upon Sasol's Approval of such a proposal, where such proposal includes a change to a design as part of the Work, then, unless otherwise agreed by the Parties:
 - 27.3.1 The Contractor shall design this part;
 - 27.3.2 The Contractor's design shall be in accordance with Sasol's standards and specifications; and
 - 27.3.3 The Contractor shall submit a 'Variation from Plan' in accordance with the clause titled VARIATIONS.



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28. CONTRACTOR'S MATERIALS AND EQUIPMENT

- 28.1 All Contractor's equipment and materials obtained or furnished by the Contractor, which is to be used by the Contractor, on the site shall be in first class operating condition, safe, fit for its intended purpose and suitable for the safe and efficient performance of the Work.
- 28.2 All Contractor's equipment shall be subject to inspection and Approval from time to time by Sasol. Any such Contractor's equipment, which is rejected by Sasol as not conforming to the foregoing shall be promptly removed by the Contractor and replaced with Contractor's equipment acceptable to Sasol without additional cost to Sasol and without delaying the performance of the Work by the Contractor.
- 28.3 All Contractor's equipment, which is agreed to be paid for on an hourly basis shall be fitted with suitable tachograph and / or vibrograph and copies of graphs are to be submitted with claims for payment to substantiate hours worked.
- 28.4 The Contractor shall at all times in accordance with the best practices and at no additional cost to Sasol, provide protection for all materials and Contractor's equipment used by the Contractor in the provision of the Work from damage or loss due to weather, fire, theft, unexplained disappearance, or similar casualty.
- 28.5 All Contractor's equipment and materials brought to and delivered at the site by the Contractor for incorporation into the Work shall be used solely for the purpose of the Work and shall not be removed or taken away from the site by the Contractor or any other person without the prior Approval of Sasol. The Contractor shall notify Sasol at least 7 (seven) days prior to delivery of such equipment and materials and shall make the necessary arrangements for the Designated Sasol Representative to be present at the time of delivery of same to verify the quantities of the equipment and / or materials received on the delivery notes.
- 28.6 Materials shall not be substituted from those specified, nor shall 'or equal' items be furnished pursuant to the specifications without Sasol's Approval.
- 28.7 Good and clear title to all materials and equipment furnished by the Contractor under the Contract for the Work shall, except as expressly provided otherwise elsewhere in the Contract, pass to Sasol upon incorporation into the Work, as applicable. The Contractor shall ensure that all its sub-contractors and / or its suppliers from which the Contractor obtains its materials and equipment, do not retain, encumber, or reserve title or any liens to such items.
- 28.8 The Contractor remains responsible for the care, custody and control of the equipment and materials until the 'Notice of Acceptance' has been issued by Sasol.

29. MATERIALS AND EQUIPMENT FURNISHED BY SASOL

- 29.1 All materials and / or equipment furnished by Sasol shall be unloaded and received by the Contractor in the presence of the Designated Sasol Representative and the quantities thereof shall be jointly checked by the Parties, which the Contractor shall evidence receipt and acceptance of by signing forms satisfactory to Sasol. Sasol shall give written notice to the Contractor of the anticipated delivery of such materials and / or equipment and shall inform the Contractor in writing as to the changes in the anticipated delivery, if any.
- 29.2 The Contractor shall carefully note if any visible damage exists in the materials and / or the equipment prior to its acceptance of delivery and report same to Sasol in writing. Once the Contractor has accepted delivery, it shall assume full responsibility for any loss and / or damage of such materials and / or equipment.



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- 29.3 The Contractor shall notify Sasol of any materials and / or equipment supplied, which are surplus, and shall be responsible for the return of all surplus materials to a storage area indicated by the Designated Sasol Representative within 7 (seven) days after completion of the Work and shall be at the Contractor's expense.
- 29.4 The Contractor shall notify Sasol of any lack of, or requirements for, materials and / or equipment supplied by Sasol within 7 (seven) days prior to the date by which the Contractor needs the equipment and / or material to enable Sasol to furnish said materials and / or equipment in advance of the Contractor's need. Should there be inadequate and / or a misfit of the materials and / or equipment supplied by Sasol, the Contractor shall promptly notify Sasol thereof and shall take all reasonable steps to avoid standing time as a result thereof and continue progress of other portions of the Work pending correction of such inadequacy and / or misfit. Should there be standing time after the Contractor has failed to give notice to Sasol, then the Contractor shall not be entitled to claim for such standing time.
- 29.5 The Contractor shall be responsible for the care of all free issue materials and / or equipment supplied by Sasol for the use by the Contractor. Sasol shall be responsible for the maintenance, breakdowns and / or consumables of the free issue equipment.
- 29.6 The Contractor shall be responsible for the maintenance management of all equipment supplied or loaned by Sasol for the use by the Contractor and shall supply Sasol with the maintenance dates to fit with its requirements. The Contractor shall be responsible and liable for all costs that may accrue arising from misuse and / or abuse of such equipment supplied or loaned to the Contractor, and it shall be returned to Sasol in the same condition as originally supplied or loaned, fair wear and tear alone excepted. Sasol does not accept liability for non-performance, breakdowns and / or accidents as a result of the use of the materials and / or equipment.
- 29.7 The Contractor shall be liable for excessive use of free issue material and / or equipment supplied by Sasol. Such free issue material and / or equipment actually installed in the Work shall be reconciled against the free issue material and / or equipment supplied to the Contractor, and the Contractor shall be liable for any shortfall / excess use, taking into account the industries accepted normal percentage of wastage for such material.

30. TRANSPORTATION, SHIPMENT AND HANDLING

- 30.1 Should the Contractor have to import any material, equipment and / or parts to enable it to fulfil its obligations in terms of the Contract, the Contractor shall import same in its own name, without any reference whatsoever to Sasol. The Contractor assumes full responsibility for the costs of any import permits, import duty, ocean and / or air freight and any other requirements and / or documentation necessary for such importation, which costs are included in the Contract Price.
- 30.2 The Contractor shall advise Sasol in advance of all major shipments of the Contractor's equipment and / or materials and shall co-ordinate with Sasol, the arrival, unloading and release of the carrier's equipment, for which the Contractor is responsible.
- 30.3 Should the Contractor be unable to unload its shipment, the Contractor shall notify Sasol of such inability not less than 10 (ten) days in advance of arrival. Sasol may, at its discretion and by written agreement between the Parties, unload or make arrangements with others to unload such shipments for the expense and risk of the Contractor. The Contractor shall promptly pay Sasol for such costs of unloading, failure upon which Sasol may exercise its rights in accordance with the clause titled RIGHT TO SET-OFF.
- 30.4 Unless otherwise stated in the PRICING DATA, the Contractor shall arrange and pay for the transportation, shipment and / or conveyance of the materials and / or equipment or Work to the site, the costs of which are deemed to be included in the Contract Price; provided that Sasol



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may, in its discretion, and by written agreement between the Parties, arrange such transportation, shipment and / or conveyance for and on behalf of the Contractor, at the Contractor's expense and risk.

- 30.5 The Contractor shall have the sole responsibility to ensure that all documentation, licenses and / or permits required for transportation, use and / or delivery of the materials and / or equipment, including those permits and / or licenses required for the vehicles and the drivers of the vehicles, are valid, in perfect order and condition, failing which Sasol shall be entitled to prohibit access of such vehicles and the drivers of the vehicles to Sasol's premises.
- 30.6 The costs of packaging, packing, and handling, loading, off-loading, bundling, marking, fastening, packing materials, packing cases and / or any other packing charges are included in the Contract Price.
- 30.7 All deliveries of materials and / or equipment of the Contractor to Sasol's premises shall be subject to security and safety checks by Sasol.

31. TITLE TO, CARE, CUSTODY AND CONTROL OF MATERIALS AND EQUIPMENT

- 31.1 Good and clear title to all goods, materials and / or equipment furnished by the Contractor under this Contract for the performance of the Work shall, except as expressly provided otherwise elsewhere in the Contract, pass to Sasol upon incorporation into the Work. The Contractor guarantees that it shall transfer ownership in respect of such goods, materials and / or equipment upon incorporation and shall ensure that all sub-contractors and / or others from which the Contractor obtains goods, materials and / or equipment do not retain, encumber, or reserve such title or retain or reserve any liens to such items.
- 31.2 Notwithstanding the provisions of the sub-clause above and without prejudice to Sasol's right to take over the Work or any part thereof at an earlier date, care, custody and control of all goods, materials and / or equipment incorporated into the Work shall remain with the Contractor until the 'Notice of Acceptance' has been issued by Sasol, and Sasol agrees to take over such Work and shall thereupon pass to Sasol unless Sasol notifies the Contractor in writing that such care, custody and control is assumed by Sasol at an earlier date.

32. WAIVER OF LIEN

- 32.1 The Contractor hereby waives and releases any and all rights of lien or possession it may have to any portion of the Work, or any material or equipment to be supplied for purposes of performing the Work or against Sasol's premises, property belonging to Sasol or funds payable to Sasol.
- 32.2 The Contractor shall at all times promptly pay for all services, labour, equipment and / or materials used or furnished by the Contractor in the performance of the Work under the Contract and shall at its expense and risk keep Sasol's premises and all property belonging to Sasol, clear of any and all of the above mentioned liens and rights of lien or possession or retention arising out of services, labour, equipment and / or materials furnished by the Contractor or its employees or sub-contractors in the performance of the Work.
- 32.3 Should the Contractor fail to release and discharge any such claim of lien arising out of the performance of the Work within 7 (seven) days after receipt of written notice from Sasol to remove such claim of lien, Sasol may, at its option, discharge or release the claim of lien or otherwise deal with the lien claimant directly; and the Contractor shall pay to Sasol any and all costs and expenses of Sasol in so doing, including attorney's and own client fees incurred by Sasol.



- 32.4 Notwithstanding the aforementioned provisions of this clause, the Contractor agrees to indemnify Sasol and hold Sasol harmless against any and all costs, losses, damages and expenses suffered and / or incurred by Sasol, including legal costs on an attorney and client scale, should the Contractor fail to comply to the aforementioned provisions of this clause or should a subcontractor retain a lien over any services, labour, equipment and / or materials furnished by such subcontractor for any reason whatsoever.

33. FACILITIES

- 33.1 Sasol shall provide the Contractor with a site laydown area within Sasol's premises for the Contractor's utilisation only.
- 33.2 Where Sasol provides any facility for use by the Contractor, any costs related to the use of such facility shall be borne by the Contractor.
- 33.3 The Contractor shall bear all costs and charges for special and / or temporary rights-of-way which it may require, including those for access to the site.
- 33.4 The Contractor shall also obtain, at its expense and risk, any facilities that it may require, which is not provided by Sasol for the purposes of performing the Work.
- 33.5 Sasol shall not assume any responsibility in terms of the Contract to provide accommodation to the Contractor and / or its sub-contractors for use by its personnel; and the Contractor is not allowed to provide for any overnight facilities on site. The Contractor shall be required to provide its own means of transport for the execution of its contractual obligations for equipment, plant, personnel and / or materials.
- 33.6 The Contractor shall supply its own fuel and re-fuelling facility in accordance with the Laws, Sasol standards, NOSA and ISO 14001 requirements. Where such facility or any other facility is to be erected on site, prior Sasol Approval must be obtained for same and Sasol shall conduct an inspection off site and on site, after erection, of such facility to ensure its compliance to the Laws, Sasol standards, NOSA and ISO 14001 and / or any other requirements.
- 33.7 All the Contractor's temporary facilities with electrical installations brought onto Sasol's premises and the site must conform to the electrical installation regulations. The Contractor shall submit a "Certificate of Compliance" for electrical installation to Sasol prior to the equipment and / or facilities being put into operation.

34. SITE CLEAN-UP

- 34.1 The Contractor shall at all times during the performance of the Work, remove from the site and its vicinity; and properly dispose of all debris and rubbish caused by the Contractor's operations.
- 34.2 Should the Designated Sasol Representative request the Contractor to perform such clean-up at any time, or from time to time, during the progress of the Work, the Contractor shall comply with such request within 14 (fourteen) days of receipt of same.
- 34.3 All clean-up by the Contractor shall be performed in a manner satisfactory to the Designated Sasol Representative. Should the Contractor not perform clean-up in accordance with the foregoing, Sasol may perform the clean-up on behalf of, and at the Contractor's expense and risk, after giving written notice to the Contractor. Sasol shall be entitled to deal with the costs of said clean-up on behalf of the Contractor, in accordance with the clause titled RIGHT TO SET-OFF.



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- 34.4 Upon the issue of the 'Notice of Acceptance' by Sasol, the Contractor shall remove within 21 (twenty one) days from Sasol's site and its vicinity; all of the Contractor's equipment, materials, scaffolding, temporary buildings and like items, leaving Sasol's site and its vicinity ready for use. Should the Contractor fail to effect such removal within the prescribed time, Sasol shall have the right, without further notice to the Contractor, to remove such items at the expense and risk of the Contractor and to store such items at a place of Sasol's choosing on behalf of the Contractor and at the Contractor's expense and risk. All costs borne by Sasol of said removal and storage shall be recovered from the final payment to the Contractor under this Contract and / or alternatively dealt with in accordance with the clause titled RIGHT TO SET-OFF.
- 34.5 Should the Contractor require, out of its own discretion, to use Sasol's site for the duration of the guarantee period as stipulated in the clause titled GUARANTEES, an application must be made with the submission of the 'Notice of Completion' clearly stipulating what equipment, material and other items shall remain on Sasol's site. Such application is subject to approval or rejection at Sasol's sole discretion within 7 (seven) days of receipt of the application. The risk of loss or damage to equipment, materials and other items shall remain with the Contractor.
- 34.6 Upon the issue of the 'Notice of Expiration of Guarantee', the Contractor shall remove within 10 (ten) days from Sasol's site all of the Contractor's equipment, materials, and like items, leaving the site and the vicinity clean and ready for use, and, should the Contractor fail to effect such removal within 10 (ten) days, Sasol shall have the right, without further notice to the Contractor, to remove such items at the expense and risk of the Contractor and to store such items at a place of Sasol's choosing on behalf of the Contractor and at the Contractor's expense and risk. All costs borne by Sasol of said removal and storage shall be recovered in accordance with the clause titled RIGHT TO SET-OFF.

35. MINOR AND INCIDENTAL WORK (DAYWORKS)

- 35.1 Should Sasol require additional work that is of a minor or incidental nature, it may request the Contractor by written instruction to execute any such work on a daywork basis.
- 35.2 The Contractor shall then be paid for such work under the conditions set out in the SCHEDULE OF DAYWORK RATES included in, or attached to, the PRICING DATA. In the absence of a SCHEDULE OF DAYWORK RATES, the Contractor shall be paid at rates and prices to be agreed by the Contractor and Sasol prior to carrying out such work in accordance with the clause titled VARIATIONS.
- 35.3 The Contractor shall, before ordering materials, submit to Sasol quotations for same for its Approval and furnish to Sasol all such receipts or other vouchers as may be necessary to prove the amounts paid upon invoicing of said work.
- 35.4 In respect of all work executed on a daywork basis, the Contractor shall, during the continuance of such work record in its daily diary and deliver each to Sasol, which shall include as a minimum the following:
 - 35.4.1 The names, occupations and hours worked of the Contractor's personnel;
 - 35.4.2 The identification, type, quantities and time of Contractor's equipment and material used;
 - 35.4.3 The description of the work.



36. INDEPENDENT CONTRACTOR

- 36.1 The Contractor is an independent contractor responsible for the Work with the authority to control and direct its performance in terms of the Contract without prejudice to Sasol's right to give instructions and to monitor and inspect such compliance and performance.
- 36.2 The presence of, and the monitoring, inspection or giving of instructions by the Designated Sasol Representative shall not in any way relieve the Contractor from its obligations and warranties as an independent contractor under the Contract.
- 36.3 The Contractor confirms that with regard to the OHSA and / or the MHSA, whichever is applicable, it is an employer in its own right with duties as prescribed in the above mentioned legislation and that it accepts the responsibilities as set out therein, and undertakes to ensure that all Work provided, and machinery and any equipment used on the site and / or at the Contractor's site shall be executed in accordance with the said legislation.

37. CONTRACTOR'S PERSONNEL

- 37.1 The Contractor shall be bound by the Sasol SUPPLIER INDUSTRIAL RELATIONS PROCEDURE.
- 37.2 Unless expressly stated otherwise elsewhere in the Contract, the Contractor agrees to provide at all times an adequate number of properly qualified supervisory and qualified skilled tradesmen to perform the Work.
- 37.3 The Contractor shall have an experienced, qualified, and responsible supervisor available at the site at all times during the execution of the Work. Such supervisor shall at all times be satisfactory to Sasol. Such supervisor shall act for, and represent the Contractor, and all instructions given to him shall be as binding as if given to the Contractor.
- 37.4 The Designated Sasol Representative may request the Contractor in writing to delegate to a designated supervisor the full and complete power conferred upon the Contractor to act on behalf of and bind the Contractor with respect to all matters pertaining to the performance of the Contract.
- 37.5 The Contractor shall provide the names and competencies of its personnel that shall fill key legal appointments required for the Contract for Approval by Sasol. The Contractor shall not transfer or remove any of its supervisory or key personnel from performance of Work without the prior Approval of Sasol.
- 37.6 Sasol reserves the right, as it deems necessary, to interview any or all of the Contractor's key personnel, which shall include legal appointees and supervisors, before and / or after award of the Contract.
- 37.7 The Contractor shall allow only its authorised employees on Sasol's property. Any employee of the Contractor deemed in Sasol's reasonable discretion to be objectionable, shall be removed from the site immediately upon Sasol's request and shall promptly be replaced by the Contractor at no additional cost to Sasol.
- 37.8 Sasol may designate one or more representatives to act in its name and to represent it at all stages of design, procurement, manufacture, and erection of and in all circumstances pertaining to the Contract.
- 37.9 The Contractor shall provide personnel, acceptable to Sasol, to be legally appointed under the MHSA. The Contractor agrees to any legal appointment that Sasol reasonably requires.

- 37.10 The Contractor shall submit a copy of all required licenses of each of its employees who will drive or operate any machinery and / or equipment on site. Prior to such submission, the Contractor shall validate said licenses and provide proof thereof that such has been issued by a relevant and accredited institution. The Contractor agrees that its employees shall be made available for testing by the Designated Sasol Representative for suitability and that such employees be appointed by the Designated Sasol Representative for the class of vehicle or equipment that he will drive or operate insofar as required by the provisions of the MHSA and / or OHSA, whichever is applicable. No unauthorised person shall be allowed to be in control of any vehicle or type of equipment. Sasol reserves the right to revoke permission for any person operating or driving equipment on site.
- 37.11 The Contractor shall recruit local labour, semi-skilled and unskilled, that the Contractor intends to employ for the execution of the Contract via the offices of the Department of Labour that is representing the Municipal District where the Work will be performed.
- 37.12 The Contractor shall conform to and comply with all Government and Provincial statutes and local by-laws in respect of the transportation of its employees and sub-contractors to and from site. The Contractor shall consult with the local / provincial public transport authority to the extent as required by such authority.
- 37.13 The Contractor acknowledges the risk of its activities being disrupted by local taxi associations and takes full responsibility to mitigate such risk.
- 37.14 No claims shall be accepted by Sasol should the Contractor fail to comply with the requirements of this clause.

38. SUB-CONTRACTORS

- 38.1 The Contractor shall submit to Sasol for Approval or rejection the names of any proposed sub-contractors for certain parts of the Work on the site, and the Contractor shall not, without the prior Approval of Sasol, enter into any sub-contract with any person for the execution of any part of the Work.
- 38.2 Sasol shall have the right to rescind the Approval of any sub-contractor with whom Sasol may subsequently have reason to be dissatisfied, in which case, the Contractor shall be advised, and the sub-contractor shall cease with the Work and be bound to withdraw at once from the Work and the site. The Contractor is to ensure that it includes within its sub-contract agreements for such an eventuality. The right to rescind the approval of a sub-contract will not result in any liability whatsoever being incurred by Sasol. The Contractor remains responsible for the execution of the Work as stipulated in the Contract.
- 38.3 All specialists, merchants, tradesmen, or others executing any Work or supplying any goods, who may at any time be Approved by Sasol for the Work, are hereby declared to be sub-contractors employed by the Contractor.
- 38.4 Sasol's Approval to the use of any sub-contractor shall not relieve the Contractor of its obligations under the Contract and the Contractor shall remain responsible for acts or defaults of its sub-contractors, its representatives and / or its employees, as if they were the acts or defaults of the Contractor, unless otherwise stated elsewhere in the Contract.
- 38.5 Should the Contractor default or fail to perform; and Sasol takes over the Work or any part thereof in accordance with the provisions of the Contract, Sasol shall have the right to take cession of any sub-contract between the Contractor and any sub-contractor for the supply of labour, plant, materials and / or equipment, as well as for construction and / or erection, as such



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labour, plant, materials, construction and / or erection were being provided to and executed on behalf of the Contractor and this shall be a condition of, and shall be embodied in, any sub-contract and shall be binding on any sub-contractor, and any such sub-contract shall be duly made in writing, and Sasol shall be entitled to required exhibition thereof before consenting thereto.

- 38.6 The Contractor undertakes to ensure that any and all of its sub-contractors performing the Work or portions of the Work applicable to it, and its sub-contractors, if applicable, conclude contracts with similar terms and conditions to those contained in the Contract.
- 38.7 With prior notice to the Contractor and with the Contractor reserving the right to be present, Sasol shall have the right from time to time to contact, in the presence of the Contractor, its sub-contractor(s) to discuss performance with such sub-contractor if Sasol deems such contact necessary to maintain adequate progress and / or co-ordination of the Work with others.
- 38.8 Prior to any sub-contractor coming to site to commence with the Work, the Contractor shall give the Designated Sasol Representative at least 14 (fourteen) days' notice of its arrival on site.
- 38.9 The Contractor shall not sub-contract the majority of the Work. Should the Contractor fail to comply with this sub-clause, Sasol shall have a right to terminate the Contract in accordance with the clause titled TERMINATION DUE TO BREACH OF CONTRACT.

39. JOINT OCCUPANCY

- 39.1 The Contractor agrees that the Work may be performed under joint occupancy conditions and therefore agrees to co-operate with Sasol and the other contractors at the site; and the personnel of any legally constituted public authority.
- 39.2 Sasol may, after agreement with the Contractor, schedule, and co-ordinate the Work with the work of the other contractors and the Contractor shall comply with such agreed scheduling and co-ordination.
- 39.3 The Contractor shall co-operate with the other contractors in obtaining and providing information, which it needs in connection with the work and / or services that could have an impact on the Work.
- 39.4 If required by Sasol, the Contractor shall also attend the meetings that Sasol has scheduled with the other contractors.

40. HEALTH, SAFETY AND ENVIRONMENT

- 40.1 The Contractor, including its employees, workforce, agents, representatives and / or its sub-contractors, shall at all times adhere to and strictly comply with and implement the provisions of all relevant HSE legislation, including regulations and any amendments thereto; and industry codes such as SANS and / or the American Society of Mechanical Engineers, including any amendments thereto; as applicable to Sasol's activities and / or those areas where Sasol is conducting its business and / or where the Contractor is executing the Work.
- 40.2 In addition to the sub-clause above, the Contractor shall comply with and implement accordingly all Sasol's HSE Requirements issued to it by Sasol, which are applicable to the Work.
- 40.3 Notwithstanding anything to the contrary contained in the Contract, the Contractor undertakes to comply, without limitation, with all legislation, regulations, and any specific requirements by Sasol in respect of the provision of adequate systems to regulate and manage health and hygiene by inter alia:

- 40.3.1 The provision of first aid facilities and medical services;
 - 40.3.2 Acceptable amenities for personal hygiene;
 - 40.3.3 Hygiene stressors / hazards including without limitation, chemical, physical, ergonomics, psychological and biological; as well as
 - 40.3.4 Working hours on site.
- 40.4 Sasol requires the Contractor to generally comply with ISO standards as applicable.
- 40.5 Where applicable, the Contractor shall on the effective date nominate employees to be legally appointed by Sasol in terms of the applicable legislation to execute the Work.
- 40.6 The Contractor shall ensure that its employees and its sub-contractor's employees, as applicable, undergo a medical examination in terms of any system of medical surveillance at such medical station as directed by Sasol:
- 40.6.1 Prior to commencement of the Work for an entry medical examination; and
 - 40.6.2 When required, during the execution of the Work, should such duration exceed 12 (twelve) months for an annual medical examination; and
 - 40.6.3 Upon completion of the Work or site clearance, whichever is the earliest, for an exit medical examination; or
 - 40.6.4 Upon termination of employment of any particular employee(s) prior to such employee(s) becoming unavailable for such examination for an exit medical examination.
- 40.7 The Contractor shall ensure that its employees and its sub-contractor's employees, as applicable, undergo a Sasol induction at such time and place as directed by Sasol:
- 40.7.1 Prior to commencement of the Work;
 - 40.7.2 As and when required during the execution of the Work.
- 40.8 The Sasol induction envisaged above shall be accepted at all Sasol's mines, provided that:
- 40.8.1 Each employee undergoes a site specific orientation course when moved from one mine to another; and
 - 40.8.2 The Contractor shall co-ordinate with the line supervisors when and if any employee is appointed; and
 - 40.8.3 The Contractor shall notify the Designated Sasol Representative immediately of the completion of a Contract and / or any extension thereof.
- 40.9 The Contractor shall at all times as and when requested by the Designated Sasol Representative submit proof that any or all of its employees and its sub-contractor's employees, as applicable, are declared medically fit, have undergone a medical examination, and have successfully completed the relevant induction.



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- 40.10 The Contractor shall ensure that all its employees and its sub-contractor's employees, as applicable, have the professional and technical expertise, competencies and / or skills required in order to execute the Work and that the Contractor and its sub-contractors, as applicable, have the necessary equipment, facilities, licenses and / or permits to safely perform its obligations in terms of the Contract with due regard to all HSE Requirements.
- 40.11 The Contractor and its sub-contractors, as applicable, shall at all times have and be in the possession of valid qualifications and certificates, as required by the HSE legislation, regulations, industry codes and Sasol's HSE Requirements, prior to and during the execution of the Work. Sasol reserves the right to refuse access to any of the Contractor's employees and its sub-contractor's employees that are not found to be competent and compliant with the Sasol HSE Requirements.
- 40.12 The Contractor shall issue its employees with all necessary and required PPE at its own cost, which cost shall not be transferred to its employees. All PPE shall be kept in a sound and clean state at all times, to a standard that is acceptable to Sasol.
- 40.13 The Contractor shall be required to complete a risk assessment prior to the execution of the Work. Where a change in method or process, or new equipment is being used, or after each and any incident and / or accident, Sasol may, where it deems it to be necessary, require an additional risk assessment from the Contractor.
- 40.14 The Contractor shall ensure that all goods delivered and / or equipment used and / or services rendered complies at all times with all the relevant statutory requirements. It is expressly agreed that the Contractor shall be responsible to notify Sasol in writing of the risks to HSE, which are inherent to or associated with the goods and / or equipment and / or services together with the manner in which such risks can and must be addressed. No signature by any of Sasol's employees and / or representatives on delivery notes, tax invoices and the like shall constitute receipt or proper notification in terms of this clause.
- 40.15 The Contractor shall ensure that all tools, equipment, machinery and / or vehicles comply with all Sasol's HSE Requirements prior to the submission of the required documentation for the inspection of such tools, equipment, machinery and / or vehicles by Sasol. Sasol reserves the right to refuse access to any of the Contractor's tools, equipment, machinery, and vehicles that is not found to be compliant with Sasol's HSE Requirements. Upon such inspection where tools, equipment, machinery, and vehicles are found to be compliant, Sasol shall issue a permit to work.
- 40.16 The Contractor has to fully acquaint itself with Sasol's permit to work procedure to ensure timeous issuing of permits to work. Any such delay to the issue of permits due to the non-compliance of Sasol's HSE Requirements shall be for the account of the Contractor.
- 40.17 The Contractor shall submit monthly safety reports in writing to Sasol setting out the extent to which the Contractor has complied or failed to comply with all HSE Requirements during the previous month and the steps taken by the Contractor to rectify such non-compliance, if any.
- 40.18 Sasol shall report to the relevant legislative authority all accidents and injuries sustained by the Contractor's employees or sub-contractors where such accidents or injuries are reportable under regulations governing the Contractor's normal activities or are reportable in terms of the aforesaid legislation. The Contractor shall notify the responsible Sasol representative immediately of all accidents, injuries and incidents and provide facilities for Sasol to carry out whatever investigations it may deem necessary and render such assistance to Sasol as may be required during the investigations or inquiries by the relevant legislative authority.



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40.19 The Contractor shall ensure that the safety representatives are aware of their functions and duties and shall comply with any reasonable requests or actions of the representative in terms of legislation. It is therefore required from the Contractor to ensure that sufficient representation is present at all meetings.

40.20 In the event of any non-compliance to any HSE Requirements by the Contractor, the Contractor shall be obliged to take immediate and appropriate action to ensure continued compliance.

40.21 Sasol, including its employees, agents and / or representatives shall at any time be entitled to undertake audits on the goods and / or services and / or Work that the Contractor is supplying or rendering to Sasol in terms of the Contract, as well as on the Contractor's sub-contractors, personnel, workforce, equipment and working procedures and ability to safely perform in terms of the Contract.

40.22 Sasol reserves the right to impose additional measures deemed necessary to safeguard personnel and equipment against unacceptable incidents. The Contractor shall notify Sasol of any impact on cost and / or time, in writing, within 14 (fourteen) days of receipt of such notification. The Contractor may make an application for its claim in accordance with the provisions of the clause titled CLAIMS.

40.23 The Contractor shall submit its HSERQ management system which has been developed and implemented in order to comply with all HSERQ legislation, regulations, approvals, licenses and permits which are applicable to the Work.

40.24 The Contractor's HSERQ management system shall provide structure and substance for an effective hazard management process. The system shall demonstrate to Sasol that the management of HSERQ will be implemented in a planned, systematic, documented and cost effective manner.

40.25 The Contractor represents and warrants that its managers, supervisors, and employees are responsible for ensuring that the Work is performed in accordance with these HSERQ requirements.

40.26 The Contractor shall take all such steps as may be reasonably necessary to ensure that it at all times retains the certification of the said management system for the period that the Contract is in force.

40.27 The safety of everyone that is associated with Sasol's business activities is of paramount importance. Sasol has invested in a cloud base enabling solution, viz. Comply Works, and the Contractor is required to register, at its own cost, in order to comply with the requirements of the said solution.

41. INSPECTION AND QUALITY CONTROL

41.1 The Contractor shall inspect all materials, supplies and equipment which are to be incorporated in the Work in accordance with the Contractor's established procedures. In addition, the Contractor shall conduct a continuous programme of construction quality control for all Work performed on the site. The Contractor's quality control programme and inspection procedures shall be submitted in writing to Sasol for review within 21 (twenty one) days after award of the Contract, in sufficient detail to delineate those items to be inspected and the manner in which they are to be inspected and shall adequately describe all construction quality control activities contemplated including provision for the adequate documentation of Contractor's performance of such quality control and inspection.



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- 41.2 Except as otherwise expressly provided in the SCOPE OF WORK, the Contractor shall during the course of the performance of the Work, without additional compensation, make or cause to be made all tests required by the Contract. Sasol shall be given not less than 5 (five) working days' notice of any tests to be made by the Contractor and / or the Contractor's sub-contractors in order that Sasol may witness any such tests. Sasol's failure to inspect materials, equipment, or the Work or to object to defects therein at the time that Sasol inspects same shall not relieve the Contractor or any of its sub-contractors of their responsibilities for defective material, equipment, or Work, nor be deemed to be a waiver of Sasol's right to subsequently reject defective Work.
- 41.3 The Contractor shall give notice to Sasol whenever any portion of the Work is ready for inspection and before it is covered up, put out of sight, or packaged for storage and / or transport. Sasol shall then either carry out the examination, inspection, measurement and / or testing within 3 (three) working days, or promptly give notice to the Contractor that Sasol does not require to do so. Should the Contractor fail to give notice, it shall, if and when required by Sasol, uncover the Work, and thereafter reinstate and make good the Work, as applicable, at the Contractor's expense and risk.
- 41.4 Sasol and its representatives, and others as may be required by applicable Laws, ordinances and regulations shall have the right at all reasonable times to inspect the Work and all material, supplies and / or equipment for the Work at the site and at the Contractor's and its sub-contractor's premises for conformance with the Contract or for measuring progress of the Work. The Contractor shall provide or cause to be provided sufficient safe and proper facilities for such access and inspection.
- 41.5 If on inspection, the Work does not comply with the Contract, the Contractor shall, on or by a date specified by Sasol and at Sasol's option, either redo, replace, repair, adjust and / or modify the defective Work, or any part of the Work, as specified by Sasol, free of any costs and / or expenses to Sasol within a period agreed by the Parties.
- 41.6 If the Contractor fails to commence with, and diligently continue correction, repairing, adjustment, modification and / or replacement of such rejected Work within 3 (three) days of receipt of written notice from Sasol to correct or replace the rejected Work, Sasol may at its option remove and replace the rejected Work and Sasol shall have the right to recover the costs of such removal and replacement of defective Work from the Contractor in accordance with the clause titled RIGHT TO SET-OFF.
- 41.7 Rejection by Sasol of any or all parts of defective Work for failure to conform to the Contract shall be final and binding. Should the Contractor believe that the rejected Work complied with the terms and conditions of the Contract, the Contractor shall notify Sasol in writing within 3 (three) days of receipt of rejection of the Work by Sasol. The Contractor shall obtain records and gather additional information as may be necessary to substantiate any claim, if applicable, and shall submit same in accordance with the clause titled CLAIMS, however, shall adhere to Sasol's instruction on whether to proceed with the remedial work or not.

42. EARLY POSSESSION OF THE WORK

- 42.1 Sasol shall have the right at any time to move into the Contractor's working and storage areas and the right to take possession of, or use, any completed or partially completed part of the Work as Sasol deems necessary for its operations. Sasol shall notify the Contractor should it choose to exercise the foregoing right.
- 42.2 Upon receiving such notification from Sasol, the Contractor shall within 7 (seven) days advise Sasol of any reasons which the Contractor believes the takeover would be undesirable and of any problems which may result from such takeover.

- 42.3 Sasol may thereafter withdraw its notification or elect to proceed as originally proposed. Should Sasol take possession of, or use, such part of the Work, the Contractor's accountability to complete all outstanding Work in the specific area remains unchanged and Sasol shall exercise all reasonable efforts to avoid interference with the Contractor's continuance of the Work.
- 42.4 Such possession and / or use may at Sasol's discretion constitute a 'Notice of Provisional Acceptance' of such completed portion of the Work. Sasol shall notify the Contractor in writing of any items which are not accepted at the time of taking possession of or using such part of the Contractor's Work.
- 42.5 Unless stipulated otherwise in the Contract, clear title and care, custody and control of the Work shall be transferred to Sasol upon signature of the 'Notice of Provisional Acceptance' by Sasol. Notwithstanding the aforesaid, any acceptance by Sasol of the Work shall be subject to Sasol's rights and remedies in terms of the Contract and shall not relieve the Contractor of any of its obligations, warranties, and indemnities.
- 42.6 Should the Contractor believe that any interference from Sasol as a result of such move-in or taking of possession or use justifies a modification to the Contract Price and / or the CONTRACT PROGRAMME for completion of the Work, the Contractor shall submit a claim in accordance with the clause titled CLAIMS.
- 42.7 In support of such claim, the Contractor shall submit for Sasol's verification, any invoices, payrolls, and other documents satisfactory in form and content to Sasol. Upon receipt and verification by Sasol of said supporting documents, the Parties shall negotiate a mutually agreeable equitable adjustment in the Contract Price and / or the CONTRACT PROGRAMME for completion of the Work, and the Contract shall be amended in accordance with the clause titled VARIATIONS.

43. COMPLETION OF THE WORK

- 43.1 The Work or any section of the Work is deemed completed in accordance with the CONTRACT PROGRAMME when the Contractor has issued a 'Notice of Completion' to Sasol, which shall be within 10 (ten) days of completion of the Work, which includes, but is not limited to, the following:
 - 43.1.1 All documentation for the required testing as specified in the SCOPE OF WORK;
 - 43.1.2 All data books ready for Sasol's review;
 - 43.1.3 All drawings updated, where relevant;
 - 43.1.4 All legal certificates available, if applicable; and
 - 43.1.5 All QCP's Approved by the Designated Sasol Representative.
- 43.2 The Contractor remains responsible for all quality verification in accordance with its own quality policy and procedures prior to the issue of such 'Notice of Completion' to Sasol. Sasol shall not take over any quality assurance role during inspection and failure of the Contractor to comply, may result in a delay of acceptance of the Work or any section of the Work.
- 43.3 Within 30 (thirty) days after receipt of the 'Notice of Completion', Sasol shall inspect the Work or any section of the Work in the presence of the Contractor. The Contractor's attendance of the inspections is compulsory and any delay as a result of the Contractor's non-participation of such inspections shall be for the Contractor's expense and risk.



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- 43.4 Within 7 (seven) days of completion of the inspection of the Work or section of the Work, Sasol shall, at its sole discretion, issue either of the following to the Contractor:
- 43.4.1 'Notice of Rejection' should the Work not be completed in accordance with the SCOPE OF WORK and / or the Work is of inferior quality and / or the Work does not meet the standards and / or specifications as stipulated in the SCOPE OF WORK and / or the Work is defective and not usable in accordance with the design or its intended use;
 - 43.4.2 'Notice of Provisional Acceptance' where in the opinion of the Designated Sasol Representative that defective and / or incomplete portions of the Work are insignificant, and the Work is practically usable for its intended purpose and beneficial occupancy of the Work is of immediate concern;
 - 43.4.3 'Notice of Acceptance' when all the Work has been completed and is in compliance with the SCOPE OF WORK, and all data books have been provided, and all drawings have been updated, where relevant, and all tests are completed and the relevant certificates for compliance has been received.
- 43.5 Should Sasol issue a 'Notice of Rejection' or a 'Notice of Provisional Acceptance', the Contractor shall remedy the defective and / or incomplete portions of the Work or any section of the Work at the Contractor's expense and risk. The Contractor shall be required to resubmit a 'Notice of Completion' to Sasol specifying a new date for the completion of the Work based upon the date that such defective and / or incomplete portions of the Work or any section of the Work, has been corrected. The foregoing procedure shall apply again and successively thereafter until such time as Sasol has issued a 'Notice of Acceptance' to the Contractor.
- 43.6 Both Parties shall agree to the list of outstanding, defective, or incomplete portions, once there is agreement to such list, which shall be attached to the 'Notice of Rejection' or the 'Notice of Provisional Acceptance', whichever is applicable.
- 43.7 The consequence of the Contractor receiving a 'Notice of Provisional Acceptance' is that care, custody, and control of the area shall be transferred to Sasol, except for those items listed as defective or incomplete, which shall remain with the Contractor and the Contractor shall not be relieved from its obligations, indemnities, warranties, guarantees and / or liabilities in accordance with the Contract. The Contractor's incomplete Work or section of the Work shall remain subject to the provisions of the clause titled PENALTIES FOR DELAY until a 'Notice of Acceptance' for all the Work in accordance with the SCOPE OF WORK has been issued by Sasol. The defects liability period shall however commence with the date on the 'Notice of Provisional Acceptance' as stipulated in the clause titled COMPLETION OF THE WORK.
- 43.8 The consequence of the Contractor receiving a 'Notice of Rejection' is that the Work is regarded as incomplete and the Contractor fails to complete the outstanding Work, Sasol shall be entitled to either perform the outstanding Work itself or to appoint a third party to do so in both instances at the Contractor's expense and risk, provided that the aforesaid actions shall be without prejudice to any of Sasol's rights in accordance with the Contract. The Contractor remains accountable for its obligations, indemnities, warranties, guarantees and / or liabilities in accordance with the Contract until such time as Sasol has issued a 'Notice of Acceptance' to the Contractor.
- 43.9 The Work shall be considered complete upon Sasol's signature of a 'Notice of Acceptance' subject to the provisions of this clause and clear title and care, custody and control of the area, material and / or equipment shall be transferred to Sasol. The Contractor's obligation with regards to the defects liability period shall commence on the date of the 'Notice of Acceptance' as stipulated in the clause titled COMPLETION OF THE WORK.

44. SUSPENSION OF THE WORK

- 44.1 Sasol may at any time, and from time to time, by written notice to the Contractor suspend performance of the Work by the Contractor. The said letter of suspension shall specify the date of suspension and the estimated duration of suspension.
- 44.2 Upon receiving any such letter of suspension, the Contractor shall promptly suspend further performance of the Work to the extent specified and during the period of such suspension shall properly maintain, care, and protect all Work in progress and materials, supplies and / or equipment that the Contractor has on hand for performance of the Work.
- 44.3 Sasol may at any time withdraw the suspension of the performance of the Work as to all or part of the suspended Work by written notice to the Contractor specifying the effective date and scope of withdrawal, and the Contractor shall resume diligent performance of the Work for which the suspension is withdrawn on the specified effective date.
- 44.4 Should the Contractor believe that any such suspension or withdrawal of suspension justifies modification of the Contract Price and / or the CONTRACT PROGRAMME, the Contractor shall submit a notification to Sasol within 14 (fourteen) days of receipt of the written notice from Sasol of either occurrence. The Contractor shall obtain records and gather additional information as may be necessary to substantiate any claim, if applicable, and shall submit same in accordance with the clause titled CLAIMS.
- 44.5 The Contractor shall not be entitled to additional payment and / or an extension of time as stated in this clause where the Work is suspended due to safety, the Contractor's acts, or its oversight to act as a result of impropriety or criminal conduct, allegedly committed by the Contractor or its employees.
- 44.6 Should such suspension exceed more than 90 (ninety) consecutive calendar days each or aggregate more than 180 (one hundred and eighty) calendar days either Party to the Contract shall have the option to cancel further performance under the Contract without penalty and shall have the right, subject to other provisions of the Contract, to terminate the Contract.

45. ANTI-BRIBERY AND CORRUPTION

- 45.1 Each Party represents that it is familiar with the applicable Anti-Bribery Laws.
- 45.2 Each Party represents that the performance under the Contract shall be made in compliance with the Anti-Bribery Laws.
- 45.3 Each Party warrants that it and its affiliates have not made, offered, or authorised and shall not make, offer, or authorise with respect to the matters, which are the subject of the Contract, any payment, gift, promise or other advantage, whether directly or through any other person or entity, to or for the use or benefit of any officer or employee of the other Party or any public official or any political party or political party official or candidate for office, where such payment, gift, promise or advantage would violate the applicable Anti-Bribery Laws.
- 45.4 Neither Party shall make any unofficial payment to a government employee to speed up an administrative process where the outcome is already pre-determined (facilitation payment) in the performance of its obligations in terms of the Contract.
- 45.5 Each Party agrees to maintain adequate internal controls and to keep accurate and complete records that support the payments due and all transactions under the Contract and grants the other Party, as may be necessary in order to assess compliance with the Contract, the right to inspect all relevant books and records, including without limitation financial statements, general



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ledger, journals and registers, and all supporting business records of the transactions identified on such records relating to the Contract.

- 45.6 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 or is subject to a pending or threatened investigation, or is involved in an investigation, whether as a witness or a suspect, in relation to any breach of the Anti-Bribery Laws by any law enforcement, regulatory or other governmental agency or any customer or supplier, 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, or are public officials or persons who might otherwise reasonably be considered likely to assert a corrupt or illegal influence on behalf of the company. Each Party agrees that if, at any time, it becomes aware that any of the representations set out in this clause is no longer correct, it shall notify the other Party of this immediately in writing.
- 45.7 Each Party agrees to notify the other Party immediately upon receipt of any solicitation, demand, or other request for anything of value by or on behalf of any public official relating to the subject matter of the Contract.
- 45.8 Each Party further covenants 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.
- 45.9 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 the Contract 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) days of receipt of such request to the other Party.
- 45.10 Each Party agrees to defend and hold harmless the other Party in instances of non-compliance to Anti-Bribery Laws. The indemnifying Party shall be liable for and shall indemnify, defend and hold the indemnified Party harmless to the maximum extent provided in Law from and against any 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 or its affiliates, sub-contractors or agents in violation of, or alleged to be in violation of, the Anti-Bribery Laws.
- 45.11 The indemnity contained in this clause shall survive the expiration or termination of the Contract.
- 45.12 Unless otherwise provided for in the Contract, no Party shall have the right to represent or make decisions on behalf of the other Party.
- 45.13 Unless otherwise provided for in the Contract or the Law, no Party shall have the right to interact with public officials with respect to the matters, which are the subject of the Contract, without the written consent of the other Party.

46. INDEMNITY

- 46.1 The Contractor agrees to indemnify, hold harmless and defend Sasol and its officers, employees, agents and / or representatives from and against:



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- 46.1.1 Any liability, loss and / or expense arising by reason of claims by governmental authorities or others, the Contractor's and its sub-contractor's employees or any failure of the Contractor to comply with any Laws, provided that compliance by the Contractor is required under the provisions of the Contract, or at Law, or otherwise, including without limitation, failure of the Contractor to pay taxes, duties and / or fees; and
 - 46.1.2 Any claim, liability, loss and / or expense arising from actual or asserted infringement or improper appropriation or use by Sasol or the Contractor, including its sub-contractors, of trade secrets, proprietary information, know-how, copyright rights, both statutory and non-statutory, patented or unpatented inventions, actual or alleged unauthorised imitation of the Work by others, arising out of the use or sale of materials, equipment, methods, processed, designs, information, or other things, including construction methods, construction equipment and temporary construction facilities, furnished by the Contractor or its sub-contractors in or for performance of the Work; and
 - 46.1.3 Any claim, demand, cause of action, loss, expense and / or liability on account of injury to, or death of, persons, including the employees of Sasol, the Contractor or its sub-contractors, or damage to, or loss of, property, including the property of Sasol, arising directly or indirectly out of the acts or failure to act of the Contractor or its sub-contractors or the employees of any thereof, in the performance of the Work, including without limitation, such claims, loss or liability arising from the use or operation by the Contractor or its sub-contractors of construction equipment, tools, scaffolding, or facilities furnished to the Contractor by Sasol to perform the Work, irrespective of whether the Party to be indemnified was concurrently negligent, whether actively or passively, and including any expenses and attorney's fees on attorney and own client scale incurred by Sasol for legal action to enforce the Contractor's indemnification obligations under this clause, except where the injury or death of persons or damage to, or loss of, property was caused by the sole negligence or wilful misconduct of the Party to be indemnified; and
 - 46.1.4 Any claim, demand, cause or action, loss, expense and / or liability on account of actual or alleged contamination, pollution, public or private nuisance, arising directly or indirectly out of acts or failure to act by the Contractor or its sub-contractors in the performance of the Work; and
 - 46.1.5 Any claim, demand, cause of action, loss, expense and / or liability arising from loss or damage of the Contractor's and / or its sub-contractor's equipment and / or any of its other property; and
 - 46.1.6 Any claim and / or liability arising from any loss of, or damage to, third party property; and
 - 46.1.7 Any claim and / or liability arising out of the Contractor and / or its sub-contractors committing any corrupt act; and
 - 46.1.8 Any claim and / or liability arising out of the Contractor breaching any of its warranties and / or guarantees under the Contract.
- 46.2 Sasol hereby indemnifies and agrees to hold the Contractor harmless from the following liabilities resulting from the execution of the Work by the Contractor and / or its sub-contractors:
- 46.2.1 All consequential damages suffered by Sasol, including and without limitation, loss of profits, loss of production and / or business interruption.



47. INDULGENCE

- 47.1 No indulgences, failure, refusal or neglect by Sasol to exercise any of its rights in terms of the Contract or the Law, or to insist upon strict compliance with or performance by the Contractor of its obligations, guarantees, indemnities and / or warranties under the Contract, shall constitute a waiver or novation by Sasol of its rights in terms of the Contract or shall release the Contractor from any of its obligations, guarantees, indemnities and / or warranties in terms of the Contract.

48. SEVERABILITY

- 48.1 The Contract constitutes one indivisible agreement, save that if any particular provision of the Contract is illegal, invalid, or unenforceable or contrary to public policy, but does not go to the root of the Contract, it shall be severed from the Contract and the remainder of the Contract shall remain in full force and effect and binding on the Parties.
- 48.2 If any such provision does go to the root of the Contract, the Parties undertake, subject to the clause titled VARIATIONS, to take such steps and make such amendments to the Contract in good faith to rectify such provision.

49. CESSION, DELEGATION AND ASSIGNMENT

- 49.1 The Contractor may not cede, delegate, or assign any of its rights and / or obligations in terms of the Contract in whole or in part to any third party without obtaining Sasol's prior Approval.
- 49.2 Sasol may cede its rights or delegate its obligations in terms of the Contract to any company in the Sasol group of companies or its affiliates.
- 49.3 Any cession, delegation or assignment allowed in terms of the Contract shall not relieve the Contractor from any of its obligations and warranties in terms of the Contract.
- 49.4 The Contractor shall immediately inform Sasol in writing, if it intends to transfer its business or of any actual or proposed change in its control, ownership, directors, partners, or other stakeholders.

50. OWNERSHIP OF INTELLECTUAL PROPERTY

- 50.1 Should the Contractor supply the Work exclusively for Sasol, the Contractor hereby cedes, transfers, and assigns to Sasol all intellectual property in the Work. The compensation of such development, provision, cession, transfer and / or assignment is deemed to be included in the Contract Price.
- 50.2 Should the Contractor not supply the Work exclusively for Sasol, the Contractor hereby grants to Sasol, and its affiliates, an irrevocable, royalty free, non-transferrable license to use, reproduce and copy the Work, including all intellectual property embodied therein for purposes of using, maintaining, improving and / or repairing the Work.
- 50.3 The Contractor represents and warrants that:
- 50.3.1 It has good, unencumbered title and ownership to such intellectual property and is entitled to transfer and assign to Sasol, and its affiliates, such title and ownership pursuant to the Contract; and
- 50.3.2 It has obtained all approvals, licenses and / or authorisations necessary to grant the license to use such intellectual property pursuant to the Contract; and



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- 50.3.3 It is not aware of any existing, valid, and enforceable third party intellectual property rights that may be infringed by supplying the Work to Sasol and its affiliates and use thereof by Sasol and its affiliates.
- 50.4 Should infringement and / or misappropriation of third party intellectual property rights through supplying the Work to Sasol, and its affiliates, and use thereof by Sasol and its affiliates occur, the Contractor shall pay all royalties and / or expenses and shall be liable for all such claims, including claims of infringement of intellectual property rights, and / or costs relating to the supply of the Work, and / or use thereof.
- 50.5 The Contractor agrees that all intellectual property rights relating to the inventions and / or developments made by the Contractor and its employees within the supply of the Work and shall be promptly assigned to Sasol free of consideration, which assignment Sasol hereby accepts. The compensation for such inventions, developments and assignment is deemed to be included in the Contract Price.
- 50.6 Any Work delivered exclusively to Sasol under this clause shall constitute confidential information of Sasol.
- 50.7 The provisions in terms of this clause shall survive the termination or expiration of the Contract.

51. DISPUTE RESOLUTION

- 51.1 Should any dispute whatsoever arise between the Parties, concerning any matter arising out or in connection with the subject matter of this Contract, or its construction, or effect, or as to the rights, duties and / or liabilities of the Parties, the Party claiming such dispute shall notify the other Party thereof within 21 (twenty one) days of the dispute being known or reasonably should have been known to the Party. Failure to comply with the submission of such notification shall result in a Party forfeiting any such right to submit such notification of a dispute.
- 51.2 Such notification shall as a minimum consist of the following:
- 51.2.1 A declaration as to the circumstances that led to the dispute;
 - 51.2.2 Sufficient detail as supporting evidence to the dispute;
 - 51.2.3 The impact of such circumstances on the Party's rights and obligations; and
 - 51.2.4 What the proposed solution could be to such a dispute to promote fairness to both Parties.
- 51.3 The Parties agree that such dispute shall first be negotiated through an amicable consultative process between the Parties duly authorised senior representatives to find an acceptable resolution.
- 51.4 Where Parties cannot resolve such dispute through negotiated amicable consultative process within 14 (fourteen) days, then either Party may request that the dispute be referred by the Parties to mediation by a single mediator at a place and time to be determined by it.
- 51.5 Should the Parties, within 7 (seven) days after the end of the negotiated amicable consultative process not have agreed to accept mediation, then the dispute shall be determined by arbitration as prescribed below.



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51.6 Should the Parties agree to mediation, then:

51.6.1 The mediator shall be selected by agreement between the Parties, or failing agreement;

51.6.2 Nominated on the application of either Party by the president for the time being of the Chairman of AFSA or its successor in title; and

51.6.3 Both Parties, including the selected mediator, shall enter into a mediation agreement.

51.7 The mediator shall, in its sole discretion, determine whether the reference to it shall be made in the form of written and / or oral representatives, providing that, in making this determination, it shall consult the disputing Parties and be guided by them as to the form in which the representations are to be made.

51.8 The costs of mediation shall comprise of:

51.8.1 The mediator's reasonable travel and out of pocket expenses including, if necessary, a subsistence allowance; and

51.8.2 A mediator's fee which shall have been previously agreed to by the Parties; and

51.8.3 Logistical costs including the rental of a venue.

51.9 The costs shall be borne equally by the Parties and shall be due and payable to the mediator on presentation to them of its written account and as contained in the mediation agreement.

51.10 Such mediation agreement shall, as a minimum, contain the following information:

51.10.1 Parties' representatives and / or witnesses;

51.10.2 The appointed mediator;

51.10.3 The mediator's fees and acceptance by the Parties;

51.10.4 The dates and order of process with stipulated timeframes;

51.10.5 The responsibility of logistic arrangements; and

51.10.6 The distribution of information and the channel of which such information shall be distributed.

51.11 Each Party shall bear its own costs of any legal advice that a Party may have obtained in connection with the mediation.

51.12 Any statement given by any representative of the Parties in accordance with any provision of the mediation agreement prior to, or during, the mediation shall not disqualify such representative from being called as a witness and giving evidence before the mediator or arbitrator on any matter whatsoever relevant to the dispute so referred to the mediator or arbitrator as provided for in this clause.

51.13 If either Party to the mediation agreement is unwilling to accept the mediation outcome, then either Party may, by written notice delivered to the other, within 7 (seven) days after the mediation outcome require that the dispute be referred to arbitration.



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51.14 Such arbitration shall be by a single arbitrator who shall be selected by agreement between the Parties failing which, nominated on the application of either Party by the Chairman of AFSA or its successor in title and which Arbitration shall be held in Sandton, Gauteng Province, Republic of South Africa.

51.15 Upon every or any such reference, the costs of, and incidental to the reference and award, shall be in the discretion of the arbitrator, who may determine the amount of the costs, or direct them to be taxed as between attorney and client, or as between Party and Party, and shall direct by whom and to whom, and in what manner it shall be borne and paid.

51.16 The award of the arbitrator shall be final and binding on the Parties.

51.17 In all respects, where the Parties have elected to administer the arbitration process through the AFSA, the arbitration process shall be conducted in accordance with the Rules for the Conduct of Arbitration published by the AFSA or its successors in title and current at the date that the arbitrator is appointed and / or nominated.

51.18 The award of the arbitrator may be made an order of and be enforceable by any Court having jurisdiction in the same manner as any judgement of that Court.

51.19 The Parties are irrevocably bound by the provisions of this clause and no Party shall be entitled to withdraw from, or revoke, or contend, that it is not bound by any of these provisions for any reason whatsoever.

51.20 The provision of this clause is separable from the other provisions of the Contract and shall remain in force notwithstanding the termination, or cancellation, of the Contract or of any of the provisions thereof.

51.21 All the proceedings set out in this clause shall be treated as confidential and conducted as such.

51.22 The Contractor shall continue with the performance of the Work while the dispute/s is being mediated or arbitrated unless Sasol directs otherwise.

52. DISPUTES WITH THIRD PARTIES

Should any dispute arise between the Contractor and any third party in relation to the Work, the Contractor shall immediately inform Sasol of such dispute.

53. TERMINATION AT SASOL'S OPTION

53.1 Sasol shall have the right at any time, in its sole discretion, to terminate the Contract or specified portions of the Contract by written notice to the Contractor. The notice of termination shall specify that termination is at Sasol's sole discretion, the extent to which performance of the Contractor under the Contract is terminated, and the date on which termination becomes effective.

53.2 On the date of such termination stated in said notice, the Contractor shall discontinue performance of the Work and shall preserve and protect tools, materials, construction equipment and / or facilities on site, materials and / or equipment purchased for incorporation in the Work, pending Sasol's instructions and, if requested by Sasol, shall turn over same to Sasol, including title to said materials and / or equipment, or dispose of same in accordance with Sasol's instructions.

53.3 Sasol shall, before or after termination of the Contract, be entitled to receive from the Contractor all information of all outstanding sub-contracts, rental agreements, purchase orders and / or



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other costs, which the Contractor is likely to incur as a result of the termination of the Contract. The Contractor shall furnish Sasol with complete copies thereof within 7 (seven) days of Sasol's written request.

- 53.4 The Contractor shall upon request by Sasol, assign to Sasol, or take such other action relative to such sub-contracts, rental agreements and / or purchase orders as may be directed by Sasol.
- 53.5 Upon such termination, the Contractor shall determine the value of the Work done and issue a payment application, which shall include the following:
 - 53.5.1 The amounts payable for any Work carried out, but not previously paid for, in accordance with the PRICING DATA;
 - 53.5.2 The cost of plant and / or materials ordered for the Work, which have been delivered to the Contractor, or for which the Contractor is liable to accept delivery, provided that the plant and / or materials shall become the property of, and be at the risk of Sasol, and the Contractor shall place same at Sasol's disposal;
 - 53.5.3 Any other cost and / or liability, which in the circumstances were reasonably incurred by the Contractor in the expectation of completing the Work.
- 53.6 Sasol shall deal with such payment application in accordance with the clause titled MEASUREMENT AND CERTIFICATION OF COMPLETED WORK.
- 53.7 All claims under any of the foregoing provisions shall be subject to the provisions that the Contractor shall take all reasonable steps to mitigate or diminish such costs and / or expenses and such claims shall be supported by documentation submitted to Sasol, satisfactory in form and content to Sasol and shall be verified by Sasol.
- 53.8 Termination of the Contract shall not relinquish or terminate the rights and obligations of either Party that existed prior to such termination, subject to the provisions of the Contract.

54. TERMINATION DUE TO BREACH OF CONTRACT

- 54.1 Sasol may after giving the Contractor 7 (seven) days to set forth reasons why the Contract should not be terminated, terminate the Contract should the Contractor:
 - 54.1.1 Breach any applicable Laws, HSSEQ Standards and / or any of Sasol's HSE policies and procedures applicable to the Work;
 - 54.1.2 Breach any of the Anti-Bribery Laws;
 - 54.1.3 Be sequestrated or liquidated, or commits any acts of insolvency;
 - 54.1.4 Breach any obligation under the Contract, and fails to correct or, if immediate correction is not possible, fails to commence and diligently proceed with action to correct such breach pursuant to a written demand by Sasol calling on the Contractor to remedy its breach;
 - 54.1.5 Sub-contract the majority of the Work without Sasol's Approval;
 - 54.1.6 Be taken over or, merges or amalgamates with a third party; or



- 54.1.7 Assign / pass control / shareholding / ownership and / or interest of the Contractor to a third party.
- 54.2 Sasol shall have the right at any time, in its sole discretion, to terminate further performance of the Work by written notice to the Contractor. The notice of termination shall specify the cause for termination and the date upon which such termination becomes effective.
- 54.3 Termination of the Contract shall not release either of the Parties from any obligation, indemnity and / or warranty, which existed prior to termination, however such obligation, indemnity and / or warranty, in terms of the Contract, continue beyond the termination of the Contract. Similarly, termination of the Contract shall not relinquish or terminate the rights of either Party that existed prior to such termination.
- 54.4 Should Sasol terminate the Contract, Sasol may take possession of the Work and, any or all, materials and / or equipment whether delivered to the site or on order by the Contractor, tools and construction equipment at site and complete the Work by whatever method Sasol may deem expedient.
- 54.5 Should Sasol terminate the Contract in terms of this clause, the Contractor shall upon request of Sasol, promptly in writing advise Sasol of all uncompleted subcontracts, rental agreements and / or purchase orders, which the Contractor has with others pertaining to performance of the Work and furnish Sasol with complete copies thereof. Upon request of Sasol, the Contractor shall assign to Sasol, in a form satisfactory to Sasol, the Contractor's title to the materials and / or equipment for the Work and those sub-contracts, rental agreements and / or purchase orders designated by Sasol, which the Contractor has with others pertaining to the Work.
- 54.6 Should Sasol terminate the Contract, the Contractor shall not be entitled to receive any further payment until the Work is completed by others or by Sasol. The final cost shall be determined after final completion of the Work. Sasol shall effect payment to the Contractor for Work executed by the Contractor. Should the total cost exceed the Contract Price, such excess shall be paid to Sasol within 7 (seven) days after demand thereof. Should Sasol so elect, it shall also be entitled to call on any guarantee issued in terms of the Contract in order to recover any amount due.
- 54.7 The Contractor shall not be entitled to any damages or compensation, whether arising out of loss of profit or any other cause whatsoever, as a result of termination of the Contract by Sasol in terms of this clause.

55. BROAD-BASED BLACK ECONOMIC EMPOWERMENT

55.1 B-BBEE Status

55.1.1 Sasol requires that the Contractor be, from the commencement date, at least a level 5 (five) B-BBEE contributor as per the Codes. Should the Contractor:

- 55.1.1.1 meet this requirement, it will submit a valid and current B-BBEE certificate to Sasol and such certificate will constitute a warranty by the Contractor of such status, and
- 55.1.1.2 not meet this requirement, it will be given 6 (six) months from the commencement date to submit a valid level 5 (five) B-BBEE certificate to Sasol.



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55.1.2 The Contractor is required:

- 55.1.2.1 to improve its B-BBEE compliance status by at least 1 (one) contribution level every year for the duration of the Contract until such time as a B-BBEE compliance level 4 (four) is achieved, and**
- 55.1.2.2 to use its best endeavours to maintain the compliance level 4 (four) for the remainder of the Contract upon reaching it.**

55.2 Local Procurement

- 55.2.1 In the event of the Contractor sub-contracting portions of the Work, it will ensure that each of its sub-contractors will at least maintain the B-BBEE contributor level evidenced by their respective verification certificates at the commencement date.**
- 55.2.2 The Contractor will demonstrate its commitment to B-BBEE and to local procurement by utilising B-BBEE sub-contractors unless Sasol agrees otherwise in writing.**

55.3 Verification

- 55.3.1 The Contractor will, for the duration of the Contract, submit to Sasol:**
 - 55.3.1.1 a valid B-BBEE certificate every 12 (twelve) months on expiry of the current certificate, and**
 - 55.3.1.2 an "in process" letter from the verification agency 2 (two) months before the expiry of the current certificate stating that the recertification process has been initiated.**
- 55.3.2 Failure by the Contractor to comply with its obligations relating to B-BBEE in terms of the Contract may disqualify the Contractor from any future request for quotation by Sasol.**

55.4 Variation

- 55.4.1 Sasol reserves the right to unilaterally amend the B-BBEE commitments provided for in the Contract in the event of any change in:**
 - 55.4.1.1 the Codes, or**
 - 55.4.1.2 any Laws.**

56. SANCTIONS

- 56.1 Each Party represents that it is familiar with the relevant Sanctions imposed by the Sanctioned Authority and that its performance under this Contract will be made in compliance with the applicable Sanctions.**
- 56.2 The Parties confirm that 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, sub-contractors, suppliers, and customers with all applicable Sanctions.**



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- 56.3 The Parties confirm that no Party is a Sanctioned Entity, owned or controlled by a Sanctioned Entity and to the knowledge of such Party, no director, officer, employee or agent of such Party or any subsidiary of such Party is a Sanctioned Entity.
- 56.4 Neither Party shall be obliged to perform any obligations required by this Contract 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.
- 56.5 Any Party shall be entitled, without incurring any liability, to terminate this Contract with immediate effect if the performance of this Contract is in any way restricted or prohibited by Sanctions.

57. LAWS AND REGULATIONS

- 57.1 The Contractor shall comply strictly with all Laws including but not limited to Acts of Parliament, ordinance and regulations or by-laws made by a governmental, provincial, municipal, local, or other authority of the Republic of South Africa and applicable to the performance of the Contractor's operations in the performance of the Work.
- 57.2 The Contractor shall not under any circumstance apply to or enter into negotiations with any governmental authority or agency for acceptance of variations from, or revisions to, safety or health, or air, water or noise pollution, Laws or regulations relating to the Contract or to the performance thereof, without Sasol's prior Approval.

58. GOVERNING LAW

The Contract shall be governed, constituted, and interpreted in accordance with the Laws of the Republic of South Africa to the exclusion of any other legal system.



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PART II – PRICING DATA

NOTE: Items 1 to 7 are attached hereto as separate documents and are by reference incorporated herein:

1. PRE-AMBLE TO SCHEDULE OF QUANTITIES
2. SCHEDULE OF QUANTITIES
3. BILL OF MATERIALS
4. MARK-UP FOR ADDITIONAL WORK
5. SCHEDULE OF DAYWORK RATES
6. SCHEDULE OF STANDING TIME RATES
7. SCHEDULE OF OVERTIME RATES



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PART III – SCOPE OF WORK

NOTE: Items 1 to 8 are attached hereto as separate documents and are by reference incorporated herein:

1. **SCOPE OF WORK (SASOL)**
2. **SCOPE OF WORK (EHL)**
3. **DRAWINGS (DEL)**
4. **DRAWINGS (DGA)**
5. **DRAWINGS (DRD)**
6. **ESKOM CROSSING**
7. **CONSTRUCTION STAKING**
8. **MAP**



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PART IV – CONTRACT SCHEDULE/S

NOTE: Items 1 to 5 are attached hereto as separate documents and are by reference incorporated herein:

1. **CONTRACT PROGRAMME (Tender Schedule)**
2. **PROGRAMME GUIDELINE**
2.1 BASIS OF SCHEDULE
2.2 PROGRESS REPORT
3. **SUPPLIER INDUSTRIAL RELATIONS PROCEDURE**
4. **SUPPLIER CODE OF CONDUCT**
5. **LINKAGE USER GUIDE**
6. **PROTECTION OF PERSONAL INFORMATION**

1. DEFINITIONS

- 1.1 "**Applicable Data Protection Legislation**" means the following, as amended from time to time, to the extent it applies to a Party (including, as applicable, the Sub-Operators) or to the Work (including the performance, delivery, receipt, or use of the Work, as applicable and wherever occurring) whether in the Republic of South Africa or in any other country in which the Work is being provided and/or received:
 - 1.1.1 any data protection statute, regulation, notice, policy, directive, ruling or subordinate legislation (including treaties, multinational conventions and the like having the force of law);
 - 1.1.2 any binding court order, judgment or ruling;
 - 1.1.3 any applicable industry code, policy or standard having the force of law, and
 - 1.1.4 any applicable direction, policy or order that is given by any regulator, competent authority or organ of state or industry body;
- 1.2 "**Data Subject/s**" shall have the same meaning stipulated in Applicable Data Protection Legislation(s);
- 1.3 "**Information Regulator**" shall have the same meaning stipulated in Applicable Data Protection Legislation(s) and includes any data protection or regulatory authorities whose main responsibilities pertain to the enforcement of laws and regulations governing the protection of Personal Information;
- 1.4 "**Operator**" or "**Processor**" shall have the same meaning stipulated in Applicable Data Protection Legislation(s), and for the avoidance of doubt, means a Party that Processes Personal Information on behalf of a Responsible Party/Controller.
- 1.5 "**Personal Information**" means any information relating to an identifiable, living, natural person, and where it is applicable, an identifiable, existing juristic person, as defined in Applicable Data Protection Legislation;



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- 1.6 "**Personal Information Breach**" means the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Information transmitted, stored, or otherwise Processed;
 - 1.7 "**Processing**" means any operation or activity or any set of operations, whether or not by automatic means, concerning Personal Information, as defined in the Applicable Data Protection Legislation, and "**Processed**" shall have the same corresponding meaning;
 - 1.8 "**Responsible Party(ies)**" or "**Controller(s)**" shall have the same meaning stipulated in Applicable Data Protection Legislation(s);
 - 1.9 "**Sub-Operator(s)**" or "**Sub-Processor(s)**" means any Operator/Processor engaged by the Operator/Processor exclusively for Processing activities to be carried out on behalf of Responsible Party/Processor in accordance with the Contract and SCOPE OF WORK; and
- 2. DATA PROTECTION**
- 2.1 Each Party acknowledges that Personal Information may be generated or otherwise Processed in the conclusion and performance of the Contract. All Personal Information contained in, generated, or Processed due to the conclusion of the Contract shall be Processed in accordance with Applicable Data Protection Legislation.
 - 2.2 Depending on the nature of the Scope of Work and roles and responsibilities of the Parties pursuant thereto, insofar as the Processing of Personal Information is concerned, the Contractor may be deemed either a Responsible Party/Controller in its own right or Operator/Processor that Processes Personal Information on behalf of the Responsible Party/Controller.

3. PROCESSING

- 3.1 When Processing Personal Information as referred to in clause 2 above, a Party shall:
 - 3.1.1 **Compliance with Data Protection Legislation:** take reasonable and appropriate steps to ensure that their respective personnel, contractors, or authorised individuals, when Processing Personal Information, comply with the relevant provisions of the Applicable Data Protection Legislation. This includes taking steps to ensure that their respective personnel, contractors, or authorised individuals that process and/or have access to Personal Information are appropriately trained and made aware of their obligations regarding the Processing of Personal Information;
 - 3.1.2 **Processing:** when collecting, receiving, using or otherwise Processing Personal Information which it comes into contact with pursuant to the Contract, carry out such Processing in a lawful manner only to the extent required to execute its respective obligations or exercise its rights in terms of the Contract and SCOPE OF WORK;
 - 3.1.3 **Technical and Organisational Privacy Measures:** Put in place, and maintain at all times, the appropriate reasonable physical, technological and organisational information privacy measures (which is set forth in law, industry rules, codes of conduct, professional bodies and/or generally accepted information security practices and procedures which apply to that Party) to ensure the protection and confidentiality of Personal Information that it, or its employees, its contractors or other authorised individuals come into contact with pursuant to the Contract, to ensure the prevention of a Personal Information Breach. Without limiting the general application of this clause 3.1.3 the appropriate reasonable technological and organisational privacy measures



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should be implemented by a Party during Processing, transfer and/or reporting which contains Personal Information between the Parties or any other third parties;

- 3.1.4 **Data Disclosures:** not without prior written consent of the other Party disclose, any Personal Information to any third party or Sub-Operator/Sub-Processor, unless so required by law. The Contractor shall ensure that the Sub-Operator/Sub-Processor is contractually bound to apply technical and organisational measures, and to Process the Personal Information on terms no less stringent than the terms to which the Contractor has been bound under the Contract;
- 3.1.5 **Security Compromise:** as soon as reasonably practicable but by no later than 72 (seventy-two) hours after becoming aware of any suspected or confirmed Personal Information Breach of any Personal Information in its possession or control, inform the other Party in writing thereof. Furthermore, a Party shall also inform the other Party in writing of the third party(ies) which may have been affected, the nature and extent of the Personal Information Breach and the identity of the unauthorised person(s) who may have accessed or acquired the Personal Information. The Party, whose actions and/or omissions resulted in the Personal Information Breach, shall also take necessary remedial steps in order to mitigate the extent of the loss or compromise of such Personal Information, and prevent it from recurring. Such written notification however shall not be interpreted or construed as an admission of fault or liability by the other Party. Where the Party whose actions and/or omissions resulted in the Personal Information Breach, is deemed to be a Responsible Party/Controller, then it will be accountable to the Information Regulator and all affected Data Subjects and will accordingly be required to carry out any required regulatory notifications of the Personal Information Breach in accordance with Applicable Data Protection Legislation.
- 3.1.6 **Records of Processing:** Be responsible for compliance with its respective documentation requirements, such as maintaining records of Processing activities. A Party shall reasonably assist the other Party in its documentation requirements, including providing information to the other Party in a manner reasonably requested by such Party (such as using an electronic system) to enable it to comply with its obligations.

4. AUDITING OF PROCESSING ACTIVITIES

- 4.1 Sasol or its external independent authorised auditor, which is reasonably acceptable by the Contractor, and is not considered by the Contractor as a competitor of the Contractor, may audit the Contractor's Processing activities, where applicable, and the Information Technology (IT) security practices which are relevant to the Personal Information being Processed when:
 - 4.1.1 Personal Information Breach has occurred; or
 - 4.1.2 An audit is formally requested by the Information Regulator; or
 - 4.1.3 The Applicable Data Protection Legislation provides Sasol with a direct audit right. Provided that such audit is only conducted once during a period of 12 (twelve) Months unless a more frequent mandatory audit is required to be conducted in accordance with the Applicable Data Protection Legislation.
- 4.2 Sasol shall:
 - 4.2.1 provide at least 60 (sixty) days prior written notice before any audit is conducted in accordance with clause 4.1 above unless the Applicable Data Protection Legislation and/or the Information Regulator indicates that a shorter notice is required to be

provided. The frequency, time frame and scope of any audits shall be mutually agreed upon by the Parties acting reasonably and in good faith;

- 4.2.2 where possible limit its audits to only remote audits. If any on-site audits are mandatory in terms of the Applicable Data Protection Legislation, such audits shall not exceed 1 (one) business day unless agreed upon by the Parties. Unless otherwise stipulated by the Applicable Data Protection Legislation, the Parties shall make use of any current certifications and/or alternative audit reports in order to avoid or minimise repetitive audits.
- 4.2.3 provide the results of any audit to the Contractor.

5. LIABILITY AND INDEMNITY

- 5.1 The Contractor indemnifies, and holds Sasol harmless, against all claims, actions, third party claims, losses, damages, and expenses that SASOL may incur arising out of a breach of this Schedule or Applicable Data Protection Legislation by the Contractor, provided that Sasol:
 - 5.1.1 provides the Contractor with a notice of the claim promptly after receiving it;
 - 5.1.2 avoids any admission of liability;
 - 5.1.3 gives the Contractor the right to control the defence; and
 - 5.1.4 provides the Contractor with reasonable assistance as necessary.
- 5.2 The indemnity provided by the Contractor in this clause 5 is not limited by any limitation or exclusion of the Contractor's liability set out in the Contract.

6. WRITTEN REQUESTS

At Sasol's request, the Contractor will reasonably cooperate with Sasol and/or any other Responsible Parties in dealing with the written requests from Data Subjects or the Information Regulator regarding the Contractor's Processing of Personal Information or any Personal Information Breach. Where applicable, the Contractor shall notify Sasol as soon as reasonably practical about any written request it has received from any Data Subject in relation to the Personal Information Processed.

7. BUSINESS AND HUMAN RIGHTS

1. RELATED DEFINITIONS

Terms defined in the TERMS AND CONDITIONS OF CONTRACT will have the same meaning in this Schedule, unless otherwise defined in clause 2 below.

2. DEFINITIONS

- 2.1 "**Commercially Reasonable Efforts**" means taking such steps and performing in such a manner as a well-managed business would undertake where such business was acting in a determined, prudent, and reasonable manner to achieve the particular result - provided always that such steps are within the reasonable control of the Party required to exert such efforts;
- 2.2 "**Human Rights Policy**" means a policy commitment to respect and uphold human rights as prepared by SASOL from time to time and provided or available on the Sasol's website for reference;



- 2.3 "**Location(s)**" means the Contractor's and/or Sasol's place, sites, or premises where the Contractor will supply the Work (or part thereof) as stipulated in the Scope of Work; and
- 2.4 "**Questionnaire**" means the business and human rights due diligence questionnaire, which is required by Sasol to be completed by the Contractor from time to time, in order for Sasol to assess the actual and/or potential risk exposure relating to business and human rights within the Contractor's supply chain processes.

3. CONTRACTOR'S OBLIGATIONS

3.1 The Contractor:

- 3.1.1 shall when performing the Work, use its Commercially Reasonable Efforts to comply with the Human Rights Policy, and when such full compliance is not immediately possible, shall use its Commercially Reasonable Efforts to continuously improve on such compliance;
- 3.1.2 acknowledges that during the term of the Contract, its compliance with the Human Rights Policy may be taken into consideration by Sasol when determining whether Sasol will:
- 3.1.2.1 extend the duration of the Contract,
 - 3.1.2.2 consider the Contractor for any future request for quotations/proposals/information, and
 - 3.1.2.3 enter into a new agreement and/or relationship with the Contractor after the current term of the Contract has expired;
- 3.1.3 shall complete the Questionnaire accurately and return same in a timely manner, and when requested by Sasol, shall provide written proof to Sasol regarding the statements made by it on the Questionnaire, including but not limited to the appropriate steps taken to address, mitigate, prevent as well as to report any business activities which may be considered either by business and human rights laws and/or the Human Rights Policy as a human right infringement;
- 3.1.4 shall on a regular basis review and update the Questionnaire, to the extent that it is necessary and inform Sasol in writing of any amendments to its business activities and/or supply chain processes which may have an impact on human rights. Provided however that a review is conducted at least once every 36 (thirty-six) Months from the Effective Date;
- 3.1.5 acknowledges that it, may be audited by Sasol, either directly and/or through the Sasol's external auditors, inspectors, agents, suppliers, contractors, or Affiliates in order to verify any information submitted by the Contractor;
- 3.1.6 acknowledges that, the audit process stipulated in clause 3.1.5 above, may be for purposes of auditing the Contractor's compliance with the Human Rights Policy as well as its obligations as per clause 3 and clause 4 of this Schedule – Business and Human Rights and such audit may be conducted by Sasol through any third party tools, or with the use of any third party services;
- 3.1.7 acknowledges that, in addition to clause 3.1.6 above, Sasol may conduct any relevant site inspection at the Location and the Contractor shall at all reasonable time grant access to Sasol and/or the third party nominated by Sasol to all relevant books and



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records including any Contractor's employees, or any of its suppliers and/or Contractor's contractors;

- 3.1.8 acknowledges that it, may be required by Sasol to implement a corrective action plan to address any failure of compliance to the Human Rights Policy, the business and human rights laws/obligations/requirements, as well as the abuses or violations which may have been identified by Sasol during its audit and/or inspection procedure;
- 3.1.9 shall allow Sasol, its auditors and/or inspectors, agents, suppliers and/or contractors, Sasol's employees or Affiliates and such inspectors as Sasol may from time to time designate, access at all reasonable times to any facility or part of a facility at or from which either the Contractor (or any of its Contractor's contractors) is supplying the Work for the purpose of performing audits and inspections of either the Contractor or any of its suppliers and/or Contractor's contractors;
- 3.1.10 shall in its contracts with third parties include the business and human rights provisions which are at least as onerous as those set out in clause 3 and clause 4 of this Schedule – Business and Human Rights;
- 3.1.11 shall in performing its obligations in terms of the Contract:
 - 3.1.11.1 uphold and respect business and human rights in all of its operations, and
 - 3.1.11.2 assess actual and potential risk exposure relating to business and human rights in their supply chain processes and/or resulting from their business activities or through its relationships with the Contractor's contractors or any other third parties and take appropriate steps to address, mitigate, prevent, and report on business and human rights infringements; and
- 3.1.12 shall notify Sasol immediately in writing if:
 - 3.1.12.1 it becomes aware or has reason to believe that it, or any of its officers, employees, agents, or Contractor's contractors has, breached, or potentially breached any of its obligations under clause 3 and clause 4. Such notice will set out full details of the circumstances concerning the breach or potential breach of such Party's obligations,
 - 3.1.12.2 its responses to the Questionnaire are no longer complete and accurate, and
 - 3.1.12.3 it or any of its officers, employees or any other persons associated with it:
 - (a) has been found guilty by a court of law for violating any business and human rights laws/obligations/requirements or is in breach of the Human Rights Policy; or
 - (b) has been notified that it is subject to an investigation relating to the business and human rights violations.



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4. BUSINESS AND HUMAN RIGHTS

4.1 The Contractor undertakes, warrants, and represents that:

- 4.1.1 neither it nor any of its officers, employees, agents, or Contractor's contractors has:
 - 4.1.1.1 been found guilty by a court of law for violating business and human rights laws/obligations/requirements or is in breach of the Human Rights Policy,
 - 4.1.1.2 been notified that it is subject to an investigation relating to any business and human rights violations, or
 - 4.1.1.3 been aware of any circumstances within its supply chain processes that could give rise to an investigation relating to any business and human rights violations;
 - 4.1.2 as at the Effective Date, its responses to the Questionnaire are complete and accurate; and
 - 4.1.3 it shall comply with any parts of the Human Rights Policy and/or the business and human rights laws/obligations/requirements that prohibit:
 - 4.1.3.1 any form of forced labour, child labour, violence, abusive behaviour, harassment, or intimidation, or
 - 4.1.3.2 any form of discrimination, retaliation, reprisal, intimidation, harassment, or victimisation.
- 4.2 Each Party agrees to comply at all times with business and human rights laws, statutes, regulations, and/or codes in force from time to time including compliance with the Human Rights Policy or will have and maintain throughout the term of the Contract its own policies or practices and implement due diligence procedures for its own operations and subcontractors and/or third parties to:
- 4.2.1 ensure its compliance with business and human rights principles;
 - 4.2.2 identify actual or potential business and human rights impacts in its supply chains processes; and
 - 4.2.3 take the necessary steps to prevent, mitigate or remediate an adverse impact.

5. INDEMNITY

- 5.1 The Contractor shall indemnify and keep Sasol (including its Affiliates and their directors, employees, agents and representatives) indemnified against any losses, liabilities, damages, costs including but not limited to legal fees and expenses incurred by and/or awarded against Sasol as a result of any breach of clause 3 and clause 4.
- 5.2 The indemnity given by the Contractor under clause 5.1 is a continuing obligation, separate and independent from other obligations of the Contractor and survives the termination of the Contract.
- 5.3 In the event of a conflict between this clause 5 and any other indemnity or warranty recorded elsewhere between the Parties, the terms of this clause shall supersede any other clause with regard to human rights matters.



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6. TERMINATION

- 6.1 Notwithstanding any other provision of the Contract, any failure of the Contractor to comply with the provisions stipulated in clause 3.1.3 and clause 4.1.3 shall constitute a material breach of the Contract in which Sasol may either immediately:
- 6.1.1 suspend the Work at the Contractor's sole expense until such time that the breach has been remedied; or
 - 6.1.2 terminate the Contract by serving 30 (thirty) days' prior written notice to the Contractor.



PART V – SHERQ

SASOL SITE SPECIFIC SAFETY POLICIES AND PROCEDURES

The Contractor will be bound by all applicable Sasol Safety Policies and Procedures ("Procedures"). Sasol reserves the right to amend the Procedures from time to time without notice to the Contractor. The Contractor is obliged to familiarise itself with the content of the Procedures and ensure the latest version of the Procedures is adhered to.

NOTE: *All relevant documents are attached hereto as separate documents in the 'Safety Pack' and are by reference incorporated herein.*