## -WestCam-

WestCam (Pty) Ltd Ca. Begistration No 2009/017751/07 36 Forbes Rd Blairgowrie, Randburg Gauteng, South Africa, 2195 083 678 2601

To Whom it May Concern:

We, WestCam (Pty) Ltd

Hereby authorise Crabtree South Africa (Pty) Ltd (a Division of Siemens) to make payments on their account with us by Electronic Funds Transfer directly into our bank account. The details of which we warrant are correct. We certify that funds paid into the bank account are our benefit and indemnify Crabtree South Africa (Pty) Ltd (a Division of Siemens) against any loss if it can be proven that the funds were paid into this account. All queries in this regards should be directed to Accounts Payable at: Tel +27 11 874 7600 / accounts@crabtree.co.za

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Full Bank account name FNB Gold Business Account		
Beneficiaries Banker:		
Bank: <u>FNB</u> Account number: <u>62936406249</u> Branch:		
Branch Code: 250655		
Bank Branch national clearing code: (not required for EU payments)		
Street Address of Banker:		
Registered Company Address: 36 Forbes Rd, Blairgowrie, Randburg, Gauteng, South Africa		
Company Registration Number: 2009/017751/03		
Expected Payments terms: COD Currency in which you wish to trade: ZAR		
Expected Inco terms: VAT Number (if applicable) _		
Telephone Number: <u>083 678 2601</u> Fax Number:		
Email Addresses: Remittance mikewestwood@gmail.com		
Documents required:		
Confirmation of Bank Account (no older than 3 months)  Letter of good standing BBBEE (SA Company's only)		
Signed COC and DR declaration	BBBEE (SA Company's only)	
Compliance to RoSH and Reach legislation ISO Certificate		
Safety file and Signed 37.2 (Only required is work is being done on site) Company registration certificate		
Signed for and on behalf of the above company  Michael Westwood Name  Name  Name  Name  Name  Name		
For Office Use		
Requested by: Department:		
Stamped Bank Letter □ BBBEE Certificate □ Code of Conduct □ Letter of Good standing □ Damex □ Contractor □ 37.2 □ Safety File Required □		
Authorised to load Vendor: Procurement Manager / GM Ops Date		
Bank Account Confirmed with: Finance Manage	er / CEO Date	

Directors: MA Westwood, PJ Westwood



#### WRITTEN AGREEMENT ON OCCUPATIONAL

**HEALTH AND SAFETY ENTERED INTO AND** 

BETWEEN

CRABTREE SOUTH AFRICA (PTY) LTD

AND

CONTRACTOR \ SUB-CONTRACTOR

(Hereinafter referred to as The Contractor)

Workmen's Compensation No:

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- The Contractor warrants that all his and his Sub-Contractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act 1993, which cover shall remain in force whilst any such workmen are present on the company's premises.
- 2. The Contractor warrants that he is in possession of the following insurance cover which shall remain in force whilst he and \ or his Sub-Contractor and \ or his employees are present on the company's premises or which shall remain in force for the duration of his contractual relationship with the company, whichever period is the longest:
  - (i) Public liability insurance cover.
  - (ii) Any other insurance cover that will adequately make provision for any possible losses and \ or claims arising from his and \ or his Sub-Contractors and \ or his employees' acts and \ or omissions on the company's premises.,
- 3. The Contractor undertakes to ensure that he and \ or his Sub-Contractors and \ or their respective employees will at all times comply with the following conditions:
  - (i) All work performed on company's premises must be performed under the close supervision of the contractor's employees who are to be trained to understand the hazards associated with any work that the contractor performs on the stated premises.
  - (ii) The Contractor shall assume the responsibility in terms of Section 16(1) of the OHS Act. If the Contractor delegates any duty in terms of Section 16(2), a copy of such written delegation shall immediately be forwarded to the company.
  - (iii) The Contractor shall ensure that he familiarises himself with the requirements of the OHS Act and that he, his employees and any sub-Contractor comply with them.
  - (iv) The Contractor shall appoint competent employees who shall be trained on any OHS Act aspect pertinent to them or to the work that is to be performed.
  - (v) Discipline regarding OHS Act shall be strictly enforced.
  - (vi) Personal Protective Equipment shall be issued as required and worn at all material times.
  - (vii) Safe work practises shall be enforced and all employees shall be made conversant with the contents of these practices.
  - (viii) No unsafe equipment \ machinery and \ or articles shall be used on the company premises.
  - (ix) All incidents referred to in the OHS Act shall be reported by the Contractor to the Department of Labour as well as to the company. The company shall further be provided with copies of any written documentation relating to any incident.

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- (x) The company hereby obtains an interest in the issued of any formal inquiry conducted in terms of Section 32 of the OHS Act and into any incident involving a contractor and \ or his employees and \ or his sub-contractor.
- (xi) No use shall be made of any company machinery \ article \ substance \ personal protective equipment without written approval.
- (xii) Work for which the issuing of a permit is required shall not be performed prior to the obtaining of a duly completed and approved permit.
- (xiii) No alcohol or other intoxicating substance shall be allowed on company premises. Anyone suspected to be under the influence of alcohol or any other intoxicating substance shall not be allowed on the premises.
- (xiv) Full participation shall be given if and when company employees inquire into Occupational Health and Safety issues.
- 4. The Contractor confirms that he has been informed that he must report to the company's management (in writing) anything that he deems to be unhealthy and \ or unsafe. He has versed his employees and \ or sub-contractors in this regard.
- 5. The Contractor warrants that he shall not endanger the health and safety of the company employees in any way whilst performing any work on the company premises.
- 6. The Contractor assumes the responsibility in terms of the OHS Act 1993 and with specific reference to Section 37(2) of the Act affirms that this is an agreement envisaged by the Act.
- The Contractor warrants that he will adhere to the legislation on chemical substances (in the Occupational Health and Safety Act from 1996 onwards and also the transport and handling on site of the Hazardous Substances Act No. 15 of 1973 as amended).
- 8. You will also be responsible and run your business so as to adhere to the Compensation Occupational Injuries and Diseases Act, Labour Relations Act, Basic Conditions of Employment Act 75/1997, and Equity Act. This will include all new Labour Legislation as and when promulgated.
- The Contractor shall ensure that neither he nor his employees undertake any activity which may cause environmental impairment, nor constitute any form of nuisance to the Employer and for his surroundings

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NAME OF CRABTREE REPRESENTATIVE	A VALL DRIEL
DESIGNATION OF CRABTREE REPRESENTATIVE (In terms of OHSA)	16(2)
SIGNATURE OF CRABTREE REPRESENTATIVE	
DATE	19/01/23
NAME OF CONTRACTOR OR AUTHORIZED REPRESENTATIVE	Wichael Westwad
DESIGNATION OF CONTRACTOR OF	O: 1
SIGNATURE OF CONTRACTOR OR AUTHORIZED REPRESENTATIVE	coltral
DATE	20/4/2023
LETTER OF GOOD STANDING NUMBER :	

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# OCCUPATIONAL HEALTH AND SAFETY ACT, ACT 95 OF 1993 • REGULATION CR5.1.k. OF THE CONSTRUCTION REGULATIONS 2014

## **APPOINTMENT OF CONTRACTOR**

I, Antony Van Driel, the appointed 16(2) hereby appoint West Cam (Pty) Ltd as the Contractor responsible to carry out the construction work for the following area:
Laboratory
You shall ensure that you meet all the requirements in terms of the Act and in particular in terms of the Construction Regulations 2014. You shall also ensure that all contractors appointed by yourself and reporting to you comply with the requirements as stipulated in the Construction Regulations 2014. You shall notify us, the Client, of all contractors (sub-contractors) appointed by you.
You shall also ensure that all the information and specifications to ensure that the construction work is carried out in a safe manner are carried over to all contractors appointed and reporting to you.
You shall further ensure that all records, registers and required lists are maintained and that all persons appointed to carry out tasks as stipulated by these regulations are competent and have the necessary resources to complete their tasks effectively in such a manner that health and safety is not in any manner compromised.
This appointment is valid from $20/25$ to $20/4/24$ or (the expected completion of the stipulated construction work).
You shall submit a written weekly report on all shortfalls that have not been met in terms of these regulations.
Signature of Client 16(2)  A vari Driel  19/01/23  Date
ACCEPTANCE OF DESIGNATION
I, Michael Westward, understand the implications of the appointment as detailed above and confirm my acceptance.
Signature of Contractor  20/1/2023 Date

### **SIEMENS**

#### Declaration of the Supplier:

We hereby declare the following:

- 1. We have received a copy of the "Code of Conduct for Siemens Suppliers and Third Party Intermediaries" (hereinafter referred to as the "Code of Conduct") and hereby commit ourselves, in addition to our commitments set out in the supply agreements with Siemens, to comply with its principles and requirements.
- 2. We agree that this declaration is subject to the substantive law in South Africa without reference to any of its conflict of law rules.

Place, date

Signature

MAWEGUEO Name (BLOCK CAPITALS), Function

Company Seal

This document must be signed by an authorized representative of the company and returned to Crabtree within 20 working days of receipt.