

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:

1. 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.
 7. 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.
 9. 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 /or his surroundings

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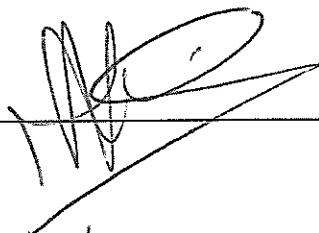
NAME OF CRABTREE
REPRESENTATIVE

A VAN 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

DESIGNATION OF CONTRACTOR OR
AUTHORIZED REPRESENTATIVE (in terms of OHSA)

SIGNATURE OF CONTRACTOR OR
AUTHORIZED REPRESENTATIVE

DATE

LETTER OF GOOD STANDING NUMBER :