

TERMS AND AGREEMENT

1. PARTIES

This Agreement is made and entered between The Safety Network (Africa) (Pty) Ltd, 2020/159951/07, a Department of Employment and Labour - Approved Inspection Authority for Occupational Health and Hygiene, with approval number: OH 0242-CI 062, situated at 6 de Villiers Street, Bellville.

herein represented by

Stephanus Kruger/ Rudelle van der Merwe

In his duly authorised designation as Technical Manager of The Safety Network (Africa) (Pty) Ltd (hereinafter "SafeNet Africa")

AND

(Client full name, registration number and physical address of the organization) Trading name if different from the registered name

(Print Full names and Surname of duly Authorised or Persons on behalf of the Client (Designation of duly Authorised Person) (Hereunder "the Client")

2. SCOPE OF SERVICES

- 2.1 SafeNet Africa in its capacity as an Approved Inspection Authority for Health and Hygiene for regulated and voluntary workplace stressor surveys in terms of the Occupational Health and Safety Act 85 of 1993, as amended, will survey facilities of the Client to determine compliance against requirements of said Act, including relevant national or international Guides and or Standards.
- 2.2 Standards and Guides applied during the survey are reflected in the Quotation from SafeNet Africa. Where the client elects different Standards than those referenced from the Act, SafeNet Africa must be notified in writing.
- 2.3 The Scope of Service is determined in the original quotation and resultant order from the client. If the Client requests additional services not originally included in the scope of the consulting services agreement, these changes are to be authorised in writing and signed by the Client (or at a minimum, documented through a Client email note detailing and authorizing the change in scope of the service by the individual who signed the original consulting services agreement).
- 2.4 Likewise, SafeNet Africa will notify the Client in writing where the scope of the original service is insufficient to produce acceptable results because of circumstances which emerged as a result of the survey or any other reason.

- 2.5 SafeNet Africa undertakes to conduct the survey in a professional and competent manner, from its own staff, or likewise and suitably qualified Contractors to perform the service(s) in Clause 1.1 above. The Client will be notified in advance when a Contractor is considered. Objections to contractors will, wherever possible, be accommodated.
- 2.6 Once the survey is completed, SafeNet Africa will issue a Report to the Client.
- 2.7 The authority of the SafeNet Africa or contents of the Report does not substitute the authority of a Chief Executive Officer as described in the Occupational Health and Safety Act, Act 85 of 1993, as amended, or in regulations promulgated in terms of the Act, nor does a report issued by SafeNet Africa in no way implies that any product, service or management system is approved or otherwise condoned by SafeNet Africa.
- 2.8 SafeNet Africa undertakes to conduct the survey independently and fairly, free from conflict of interest or prejudice and impartially by acting in the interest of the client and the objective of the survey.
- 2.9 All samples shall be retained for a maximum of 3 months or such other shorter time period as the nature of the sample permits and then returned to the Client or otherwise disposed of at SafeNet Africa's discretion after which time SafeNet Africa shall cease to have any responsibility for such samples. Storage of samples for more than 3 months shall incur a storage charge payable by the Client.

3. ACCREDITATION STATUS

- 3.1 SafeNet Africa commits to SANS 17020-2012; *Conformity Assessment - Requirements for the Operation of various types of bodies performing inspection*, initiated by the Department of Employment and Labour as a means of implementing control over regulated inspections. The competence of SafeNet Africa is confirmed through third party accreditation by the South African National Accreditation System (SANAS) as the sole national accreditation body for conformity assessments in South Africa (Act No. 19 of 2006).
- 3.2 In terms of the accreditation agreement between SafeNet Africa and SANAS, a SANAS representative may accompany SafeNet Africa during surveys for the purpose of audit and verification.

4. SERVICE REQUIREMENTS

The Client undertakes:

- 4.1 To supply SafeNet Africa with all information and to afford SafeNet Africa such reasonable access and co-operation as, in each case, is necessary to enable it to provide the service(s), including access to documented Inspection history and involvement of authorised personnel for the purpose of reporting and response to outcomes of such reports.
- 4.2 To provide access for SafeNet Africa representatives to relevant areas of its clients' premises to conduct surveys of Client facilities.

- 4.3 Not to use the Report or assumed compliance in such a manner as to bring SafeNet Africa into disrepute, and to take appropriate steps to correct any statement used by itself which could objectively be deemed to be misleading.
- 4.4 To take all reasonable steps to ensure that compliance with conditions in the Report is enforced. This includes complying with all relevant National and International standard(s) and/or Guides to complete the survey.
- 4.5 Procure all necessary access for the SafeNet Africa representatives to the premises where the services are to be performed and take all necessary steps to eliminate or remedy any obstacles to, or interruptions in, the performance of the services
- 4.6 Supply, if required, any special equipment, access to key personnel and items of inspection necessary for the performance of the survey or monitoring activities.
- 4.7 Ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services and will not rely, in this respect, rely on the advice of SafeNet Africa whether required or not;
- 4.8 Inform SafeNet Africa in advance of any known hazards or dangers, actual or potential, associated with any order or samples or testing including, for example, presence or risk of radiation, toxic or noxious or explosive elements or materials, environmental pollution or poisons;
- 4.9 Fully exercise all its rights and discharge all its liabilities under any relevant sales or other contract with a third party and at law.
- 4.10 SafeNet Africa is under no obligation to refer to, or report upon, any facts or circumstances which are outside the specific instructions received or alternative parameters applied.
- 4.11 SafeNet Africa may delegate the performance of all or part of the services to an agent or subcontractor and Client authorises Company to disclose all information necessary for such performance to the agent or subcontractor.
- 4.12 At all times to comply with the terms of this Agreement and with the relevant standards.

5. CONFIDENTIALITY

- 5.1 SafeNet Africa, its Employees and Contractor appointed by SafeNet Africa agree to maintain as confidential and not to use or disclose to any third party, any information derived from the Client in connection with the services, without the written consent of the Client, any information which otherwise may be required to be made available to any court, fiscal or regulatory authority.
- 5.2 The Client hereby irrevocably authorises SafeNet Africa to deliver the Report to a third party where so instructed by Client or, at its discretion, where it implicitly follows from contractual obligations or where SafeNet Africa is required to report any findings in terms of any applicable legislation.
- 5.3 Please take note that as The Client, you are hereby informed that SafeNet Africa will, under the following circumstances, be obligated to make available inspection results to the requisite authority or persons mentioned here below:

- i) As a Conformity Assessment Body (CAB) we are under legal obligation to The Chief Director: Department of Employment and Labour (*Government Gazette No. 36586 of June 2013*) to report on inspection results. We are, therefore, legally obligated to report twice annually, on 31st of March and 30th of September of every year, to the Chief Inspector, as per the aforementioned legislation;
- ii) If a prospective buyer of a business who wants a *due diligence* survey done; and
- (iii) As part of our accreditation requirements, we must make inspection results available to the auditors from SANS, during the conducting of Initial Assessments, Surveillance Assessments, Clearance of Findings Assessments, Unannounced Assessments and/or Extraordinary Assessments.

5.4 So long as and to the extent that such data and other information is reduced to writing and denominated "confidential" by the Client, SafeNet Africa shall apply reasonable efforts to keep such data and information from being disclosed to others except to the extent necessary to enable SafeNet Africa to perform its services hereunder. SafeNet Africa shall similarly obligate any and all others, to whom such data and information is released. Irrespective of whether the Client designates the data or information as "confidential." SafeNet Africa shall have no obligation of confidence with respect to any portions thereof which:

5.4.1 were previously known to SafeNet Africa in the absence of a prior obligation to the Client,

5.4.2 are in the public domain,

5.4.3 hereafter become part of the public domain through no fault of SafeNet Africa,

5.4.4 are later obtained by SafeNet Africa from others who owe no obligation of confidence to the Client with respect thereto, or

5.4.5 are later independently developed by SafeNet Africa without use of the Client's confidential information.

6. DATA PROCESSING

6.1 SafeNet Africa through rendering services to the Client will have in its possession and have access to Data (which means any data of the client regardless of the format thereof) provided by the Client to SafeNet Africa.

6.2 SafeNet Africa requires access to the Data for the purposes of providing services herein to the Client hereby consents to SafeNet Africa processing the Data solely for the purposes of this agreement and as appointed by the Client.

6.3 SafeNet Africa specifically records that Data provided to it will be treated as confidential information, unless such information falls within one of the exceptions listed in clause 5.3 hereof.

- 6.4 SafeNet Africa warrants that all processing of Data shall be conducted strictly in accordance with applicable laws, including, without limitation, the provisions of the Protection of Personal Information Act.
- 6.5 SafeNet Africa will not subcontract any of its services.
- 6.6 SafeNet Africa will take and implement such technical and organizational security procedures and measures necessary or appropriate to preserve the security and confidentiality of the Data processed by it and protects such Data against unauthorized or unlawful disclosure, access or processing, accidental loss, destruction or damage.
- 6.7 SafeNet Africa warrants and undertakes that it shall not at any time, copy, compile, collect, collate, process, mind stalk, transfer, alter, delete, interfere with any or in any manner use the Data for any other purpose than that permitted in terms hereof.
- 6.8 SafeNet Africa shall notify the Client as soon as possible after SafeNet Africa becomes aware of or suspects any lost, unauthorised access or unlawful use of any Data and shall, at its own cost take all necessary remedial steps to mitigate the extent of the loss or compromise of data and to restore the integrity of the affected information systems as soon as possible. It shall provide the client with details of any Data affected by the compromise and the nature and extent thereof.

7. HEALTH & SAFETY

The Client shall ensure that SafeNet Africa 's Employees and Contractors, when attending sites for inspections, are provided with such personal protective equipment (PPE) as may be necessary to reduce risks to an acceptable level and meet any applicable legal requirements.

8. LIABILITY

- 8.1 SafeNet Africa is neither an insurer nor a guarantor and disclaims all liability in such capacity.
- 8.2 SafeNet Africa shall not be liable for any delayed, partial or total non-performance of the services arising directly or indirectly from any event outside SafeNet Africa's control including failure by the Client to comply with any of its obligations hereunder.
- 8.3 SafeNet Africa shall have no liability for any indirect or consequential loss including without limitation loss of profits, loss of business, loss of opportunity and loss of goodwill. It shall further have no liability for any loss, damage or expenses arising from the claims of any third party (including, without limitation, personal compensation or other liability claims) that may be incurred by the Client.
- 8.4 The liability of SafeNet Africa in respect of any claim for loss, damage or expense of any nature and howsoever arising shall in no circumstances exceed a total aggregate sum equal to remuneration of the human hours of the fee paid in respect of the specific service which gives rise to such claim or R2 500 000.00, whichever is the lesser.
- 8.5 Where rework results from unavailability of information, spoiled samples or any act on behalf of a Client representative, such rework may invariably influence the outcome of the survey, or part thereof and such additional work will be for the account of the Client.

8.6 In providing the service(s), information or advice, neither SafeNet Africa, nor its Contractors appointed by SafeNet Africa shall be liable to the Client for any loss of profit or any indirect, special or consequential loss, damage, costs or expenses or other claims which arise out of or in connection with the provision of the services.

8.7 All advice, recommendations, finding and conclusions made by SafeNet Africa will be made to the best of SafeNet Africa 's judgement, based upon information made available to SafeNet Africa at the time of the survey and upon a variety of factors which include, but are not limited to, laws, rules, codes, regulations and market conditions; energy costs; wage rates; and political climate. A change in any of the factors upon which the survey is based may adversely affect the advice, recommendations, findings, and conclusions expressed by SafeNet Africa.

9. INDEMNITY

9.1 The Client undertakes to indemnify SafeNet Africa against any losses suffered by or claims made against SafeNet Africa as a result of misuse by the Client of any report by SafeNet Africa or as a result of any breach by the Client of the terms of this Agreement.

9.2 The Client shall hold harmless and indemnify SafeNet Africa and its officers, employees, agents or subcontractors against all claims (actual or threatened) by any third party for loss, damage or expense of whatsoever nature including all legal expenses and related costs and howsoever arising relating to the performance, purported performance or non-performance of any services .

9.3 The data, information, Reports and other materials provided by Safenet Africa to the Client in connection with the survey shall be utilized by Client only for the purposes contemplated by this Agreement and shall and shall not be disseminated or provided to third parties for their use. Risk assessments, training documents and recommendations may be provided to the client in the form of either printed or electronic media. The material is for the benefit and use of the Client only and cannot be resold or distributed in any form.

9.4 SafeNet Africa makes no representation or warranty that its advice, recommendations, findings or conclusions, will result in compliance with any law or provide any predicted or expressed result.

9.5 SafeNet Africa's recommendations regarding safety and health risks arise from observations made at the time of the survey and do not reflect any or all hazards that may arise later, or that may occur outside of the surveillance of SafeNet Africa. Recommendations or findings are submitted for approval and implementation by the Client. The test results are described and a recommended action may be suggested. Recommendations are developed from conditions observed at the time of our visit. They do not necessarily include every possible loss potential, code violation, or exception to good practice.

9.6 Reports apply only to the sample, or samples, investigated and is not necessarily indicative of the quality or condition of apparently identical or similar products or conditions. As a mutual protection to clients, the public and SafeNet Africa, all reports, findings and opinion is submitted by SafeNet Africa and accepted by the client for the exclusive use of the Client to whom it is addressed and upon the condition that it is not to be used, in whole or in part, in any advertising or publicity matter without prior written authorization from SafeNet Africa.

10. COMPLAINTS AND APPEALS

- 10.1 Complaints and Appeals will be considered against surveys, findings and report conclusions made by SafeNet Africa. Complaints and Appeals will be processed in accordance with the SafeNet Africa Complaints and Appeals Procedure. The detailed Complaints and Appeals Procedure is available on request.
- 10.2 Complaints should be directed at the Technical Manager. Tel 021-9461261 Fax 0866 275 424 or email admin@safenetafrica.co.za.
- 10.3 Conclusions from Report by SafeNet Africa shall stand pending hearing of any appeal.

11. FEES AND PAYMENT

- 11.1 Unless a shorter period is established in the invoice, the Client will promptly pay not later than 30 days from the relevant invoice date or within such other period as may be established by SafeNet Africa in the invoice (the "Due Date") all fees due to SafeNet Africa failing which interest will become due at a rate of 1.5% per month (or such other rate as may be established in the invoice) from the Due Date up to and including the date payment is actually received.

- 11.2 The Client shall not be entitled to retain or defer payment of any sums due to SafeNet Africa on account of any dispute, counter claim or set off which it may allege against SafeNet Africa.
- 11.3 SafeNet Africa may elect to bring action for the collection of unpaid fees in any court having competent jurisdiction.
- 11.4 The Client shall pay all of SafeNet Africa 's collection costs, including attorney's fees and related costs.
- 11.5 In the event any unforeseen problems or expenses arise in the course of carrying out the services, SafeNet Africa shall endeavour to inform Client and shall be entitled to charge additional fees to cover extra time and cost necessarily incurred to complete the services.
- 11.6 If SafeNet Africa is unable to perform all or part of the services for any cause whatsoever outside the Client's control including failure by Client to comply with any of its obligations provided for, SafeNet Africa shall nevertheless be entitled to payment of:
- 11.6.1 the amount of all non-refundable expenses incurred by SafeNet Africa; and
 - 11.6.2 a proportion of the agreed fee equal to the proportion of the services actually carried out.
 - 11.6.3 all reasonable out-of-pocket expenses incurred in connection with the survey, including the following:
 - a) reasonable travel and living expenses;
 - b) reasonable cost of reproduction services required by SafeNet Africa;
 - c) long distance telephone calls; and
 - d) delivery or express mail charges.
 - e) costs of report preparation, including, if requested, the costs incurred in reviewing the draft of the report with the Client.
 - f) SafeNet Africa 's direct charges from others, subcontractors and independent contractors, e.g., laboratory, testing, etc. at SafeNet Africa 's actual cost, plus standard handling fees.

12. TERMINATION

- 12.1 Either Client or SafeNet Africa may terminate any and all Agreements, at any time on not less than thirty (30) days prior written notice. Within ten (10) days after receipt of the notice of termination, SafeNet Africa shall furnish the Client a written invoice of services performed and within thirty (30) days after receipt of such invoice, the Client shall pay SafeNet Africa for the invoiced services and SafeNet Africa shall promptly deliver to Client the originals and all copies of all data prepared or obtained by SafeNet Africa in connection with the survey.
- 12.2 Any termination of this Agreement however caused shall be without prejudice to any rights or liabilities of the parties which have been accrued on or before the date of termination, but neither party shall have any rights to require performance of or liabilities to perform this Agreement after such date. Upon termination of this Agreement for any reason:



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12.2.1 notwithstanding any other provisions of this Agreement, the terms of this clause 11 and clauses 5 (confidentiality), 7 (liability) and 8 (indemnity) shall continue in force in accordance with their terms; and

12.2.2 all fees and charges accrued until date of termination (but unpaid) pursuant to this Agreement shall forthwith become due and payable.

13. FORCE MAJEURE

No failure or omission by either party to carry out or observe any of the stipulations, conditions or warranties to be performed as set out in this Agreement shall give rise to any claim against such party or be deemed to be a breach of contract to the extent that such failure or omission arises from causes reasonably beyond the control of such party, including response to adverse weather conditions.

14. ASSIGNMENT

Except as otherwise agreed by the parties in writing this Agreement shall not be assigned in whole or part.

15. LAW AND JURISDICTION

15.1 This Agreement shall be governed and construed in accordance with South African Law.

15.2 Should a dispute arise from this Agreement, such dispute shall be settled by a competent court with jurisdiction to hear the matter, unless otherwise agreed to between the parties at the time by means of an Arbitration or other agreement.

Thus done and signed at on thisday of.....

Signature of SafeNet Africa representative: -.....

DULY AUTHORISED ON BEHALF OF SAFENET AFRICA

Thus, done and signed aton this.....day of

Signature of Client representative: -.....

DULY AUTHORISED ON BEHALF OF THE CLIENT