

**SCHEDULE A**

**WRITTEN CONTRACT ON OCCUPATIONAL HEALTH AND SAFETY**

**CONTRACT \_\_\_\_\_**

in accordance with the provision of Section 37(2)

**of the Occupational Health and Safety Act, Act No 85 of 1993**

**AS ENTERED INTO BY AND BETWEEN**

**ARCELORMITTAL SOUTH AFRICA LIMITED**

(hereinafter referred to as **"the Company"**)

**And**

.....

(hereinafter referred to as the **"Contractor"**)

## **INTRODUCTION**

- 1.1. The Company has entered into a Contract with the Contractor in terms of which the Contractor is required to perform certain work and/or services or will lease premises, at the Plant/Site, subject to the terms and conditions of this Agreement.
- 1.2. Notwithstanding the performance of works and/or services or lease or use of the premises by the Contractor at the Plant/Site the Parties:
  - 1.2.1. intend that the provisions of section 37(1) of the OHS Act should not apply to the relationship between the Company and the Contractor. Accordingly, the Parties have agreed to the arrangements and procedures contained in this Agreement to ensure **compliance by the Contractor with the provisions of the Occupational Health and Safety Act, Act No 85 of 1993** (“OHS Act”) and
  - 1.2.2. acknowledge and agree that they are separate employers, as contemplated in the OHS Act and accordingly, must each ensure compliance with the provisions of the OHS Act in respect of the work performed by their employees.
- 1.3. The Parties have agreed to the procedures and arrangements contained in this Agreement to ensure that the Contractor complies with its obligations as the employer for purposes of the OHS Act.
- 1.4. It is the intention of the Parties, through this Agreement, that the provisions of section 37(1) should not, mutatis mutandis apply between the Parties.

## **1. REPORTING AND COMMUNICATION BETWEEN THE PARTIES**

The Contractor and/or its designated person appointed in terms of Section 16(2) of the OHS Act shall report to the Company prior to commencing with the works at the Plant/Site.

## **2. WARRANTY OF COMPLIANCE**

- 2.1. The **Contractor** warrants that it agrees to the arrangements and procedures as prescribed by **the Company** and as provided for in terms of Section 37(2) of the OHS Act for the purposes of compliance with the OHS Act.
- 2.2. The **Contractor** acknowledges that this written **Contract** on occupational health and safety constitutes an agreement in terms of Section 37(2) of the OHS Act, whereby all responsibility for health and safety matters relating to the work that the **Contractor** is to perform on the Plant shall be the obligation of the **Contractor**.
- 2.3. The **Contractor** further undertakes to maintain such compliance with the OHS Act. Without derogating from the generality of the above, nor from the provisions of the **Contract**, the **Contractor** shall ensure that the clauses as hereunder described and the OHS Act are at all times adhered to.

- 2.4. The **Contractor** hereby undertakes to ensure that the health and safety of any other person on the Plant is not endangered by its conduct and/or activities while on the Plant.

3. **CONTRACTOR AND EMPLOYER**

The **Contractor** shall be deemed to be an employer in its own right while on the Plant in terms of Section 16(1) of the OHS Act, the **Contractor** shall accordingly ensure that the requirements of the OHS Act are complied with by itself and/or its nominated Chief Executive Officer.

4. **APPOINTMENTS AND TRAINING**

- 4.1. The **Contractor** shall appoint competent persons as per Section 16(2) of the OHS Act. Any such appointed person shall be a competent person sufficiently experienced in the work to be performed and shall be trained on any occupational health and safety matter and the OHS Act provisions pertinent to the work that is to be performed under his responsibility. Copies of any appointments made by the **Contractor** shall immediately be provided to **the Company** and shall clearly set out the qualifications and previous experience of such persons to be appointed.
- 4.2. In as much as the appointment of such persons does not relieve **the Company** of its responsibility in terms of the OHS Act, the **Contractor** will, in addition to its own responsibility under such legislation, be required to carry out any instruction of **the Company**.
- 4.3. The appointed persons shall not at the same time be in charge of any other work, unless the **Site** on which such other work is to be performed is in close proximity to the **Site** of the **Works** provided that the necessary permission has been obtained in terms of the applicable legislation.
- 4.4. The appointed persons shall also be responsible for the work, if any, to be carried out by any sub-contractors.
- 4.5. As soon as the **Contractor** becomes aware that its appointed person is likely to be absent from the Plant for a period of more than 4 (four) days, the **Contractor** shall immediately notify **the Company** and nominate a suitable person to act during such absence. If the period of absence exceeds or is expected to exceed 30 (thirty) days, the **Contractor** shall immediately take steps to nominate a person for appointment in the place of the principal appointee for the period of such absence.
- 4.6. The **Contractor** shall further ensure that all its employees are trained on the health and safety aspects relating to the work and that they understand the hazards associated with such work being carried out on the Plant. Without derogating from the foregoing, the **Contractor** shall, in particular, ensure that all its users or operators of any goods or the

**Contractor's** equipment are properly trained in the use of such goods and the **Contractor's** equipment.

- 4.7. Notwithstanding the provisions of the above, the **Contractor** shall ensure that it, its appointed responsible persons and its employees are at all times familiar with the provisions of the OHS Act, and that they comply with the provisions of the OHS Act.

5. **PROVISIONS, DISCIPLINE AND REPORTING**

- 5.1. The **Contractor** shall ensure that all work performed on the Plant are done under strict supervision and that no unsafe or unhealthy work practices are permitted. Discipline regarding health and safety matters shall be strictly enforced by the **Contractor** against any of its employees regarding non-compliance by such employee with any health and safety matters.

- 5.2. The **Contractor** shall further ensure that its employees report to it all unsafe or unhealthy work situations immediately after they become aware of the same and that it in turn immediately reports these to **the Company**.

6. **ACCESS TO THE OHS ACT**

The **Contractor** shall ensure that it has an updated copy of the OHS Act on **Site** at all times and that this is accessible to its appointed, responsible persons and employees, save that the **Parties** may make arrangements for the **Contractor** and its appointed, responsible persons and employees to have access to **the Company** copy/copies of the Act.

7. **CO-OPERATION**

- 7.1. The **Contractor** and/or its responsible persons and employees shall provide full co-operation and information if and when **the Company** inquiries into occupational health and safety issues concerning the **Contractor**. It is hereby recorded that **the Company** shall at all times be entitled to make such inquiry.

- 7.2. Without derogating from the generality of the above, the **Contractor** and its responsible persons shall make available to **the Company**, on request, all and any checklists and inspection registers required to be kept by it in respect of any of the goods or the **Contractor's** equipment.

8. **WORK PROCEDURES**

- 8.1. The **Contractor** shall be entitled to utilise the procedures, guidelines and other documentation as used by **the Company** for the purposes of ensuring a healthy and safe working environment. The **Contractor** shall then ensure that its responsible persons and employees are familiar with and utilise the documents.

8.2. The **Contractor** shall implement safe work practices as prescribed by **the Company** and shall ensure that its responsible persons and employees are made conversant with and adhere to such safe work practices.

8.3. The **Contractor** shall ensure that work for which, a permit is required by **the Company** is not performed by its employees prior to the obtaining of such permit.

9. **HEALTH AND SAFETY MEETINGS**

If required in terms of the OHS Act, the **Contractor** shall establish its own health and safety committee(s) and ensure that its employees, being the committee members, hold health and safety meetings as often as may be required and at least every 3 (three) months. **the Company** may elect to permit the **Contractor's** health and safety representatives to attend **the Company** health and safety committee meetings.

10. **COMPENSATION REGISTRATION**

The **Contractor** shall ensure that it has a valid registration with the Compensation Commissioner, as required in terms of the Compensation for Occupational Injuries and Diseases Act, Act No 130 of 1993, and that all payments owing to the Compensation Commissioner is discharged. The **Contractor** shall further ensure that the cover shall remain in force while any such employee is present on the Plant.

11. **MEDICAL EXAMINATIONS**

The **Contractor** shall ensure that all its employees undergo routine medical examinations and that they are medically fit for the work they are to perform.

12. **INCIDENT REPORTING AND INVESTIGATION**

12.1. All incidents referred to in Section 24 of the OHS Act shall be reported by the **Contractor** to the Department of Labour and to **the Company**. The **Company** must further be provided with copies of any written documentation relating to any incident.

12.2. **The Company** retains an interest in the reporting of any accident as described above as well as in any formal investigation and/or inquiry conducted in terms of Section 32 of the OHS Act into such incident.

13. **INDEMNITY BY THE CONTRACTOR**

Notwithstanding the provisions of this Agreement, or any other contractual relationship as between the Company and the Contractor, the Company shall not be responsible for any loss, damage, injury or death, howsoever caused, to the Contractor or to the Contractor's employees, and the Contractor hereby indemnifies the Company; and holds the Company harmless against all and any claims, losses, demands, liability, costs and expenses of whatsoever nature, which the Contractor may, at any time sustain or incur arising out of the circumstances referred to herein.

#### 14. **SUB-CONTRACTORS**

Without derogating from the generality of this clause 14 the Contractor shall:

- 14.1.1. ensure that training as discussed under clause 4 (Appointments and Training) above, is provided prior to the sub-contractor commencing work on the Plant;
- 14.1.2. ensure that work performed by the sub-contractor is done under strict supervision and discipline, under clause 5 (Supervision, Discipline and Reporting) above;
- 14.1.3. inform the Company of any health and safety hazard and/or issue that the sub-contractor may have brought to its attention; and
- 14.1.4. inform the Company of any difficulty encountered regarding compliance by the sub-contractor with any health and safety instruction, procedure and/or legal provision applicable to the work the sub-contractor performs on the Plant.

#### 15. **SECURITY AND ACCESS**

- 15.1. The **Contractor** and its employees shall enter and leave the Plant only through the main gate(s) and/or checkpoint(s) designated by **the Company**. The **Contractor** shall ensure that employees observe the security rules of **the Company** at all times and shall not permit any person who is not directly associated with the work from entering the Plant.
- 15.2. The **Contractor** and its employees shall not enter any area of the Plant that is not directly associated with the **Works**.
- 15.3. The **Contractor** shall ensure that all the equipment brought by the Contractor onto the Plant is recorded at the main gate(s) and/or checkpoint(s). A failure to do this may result in a refusal by **the Company** to allow the **Contractor's** equipment to be removed from the Plant.

#### 16. **FIRE PRECAUTIONS AND FACILITIES**

- 16.1. The **Contractor** shall ensure that an adequate supply of fire-protection and first-aid facilities are provided for the work to be performed on the Plant, save that the **Parties** may mutually make arrangements for the provision of such facilities.
- 16.2. The **Contractor** shall further ensure that all its employees are familiar with fire precautions at the Plant, which include fire-alarm signals and emergency exits, and that such precautions are adhered to.

#### 17. **HYGIENE AND CLEANLINESS**

The **Contractor** shall ensure that the **Site** where the **Works** are being carried out and surrounding areas are at all times maintained to a reasonably practicable level of hygiene and cleanliness. In this regard, no loose materials shall be left lying about unnecessarily and the **Site** shall be cleared of waste material regularly and on completion of the **Works**.

18. **NO NUISANCE**

18.1. The **Contractor** shall ensure that neither it nor its employees undertake any activity that may cause environmental impairment or constitute any form of nuisance to **the Company** and/or its surroundings.

18.2. The **Contractor** shall ensure that no hindrance, hazard, annoyance or inconvenience is inflicted on **the Company**, another **Contractor** or any tenants. Where such situations are unavoidable, the **Contractor** shall give prior written notice to **the Company**.

19. **INTOXICATION NOT ALLOWED**

No intoxicating substance of any form shall be allowed on the Plant. Any person suspected of being intoxicated shall not be allowed on the Plant. Any person required to take medication shall notify the relevant responsible person thereof, as well as the potential side effects of the medication.

20. **PERSONAL PROTECTIVE EQUIPMENT**

The **Contractor** shall ensure that its responsible persons and employees are provided with adequate personal protective equipment (PPE) for the work they may perform and in accordance with the requirements of General Safety Regulation 2(2) of the OHS Act. The **Contractor** shall further ensure that its responsible persons and employees wear the PPE issued to them at all material times.

21. **GOODS, MACHINERY AND EQUIPMENT**

21.1. The **Contractor** shall ensure that all goods and the **Contractor's** equipment is/are at all times of sound order and fit for the purpose for which it/they is/are intended, and that it/they complies/comply with the requirements of Section 10 of the OHS Act.

21.2. In accordance with the provisions of Section 10(4) of the OHS Act, the **Contractor** hereby assumes the liability for taking the necessary steps to ensure that any article or substance that it erects or installs at the Plant, or manufactures, sells or supplies to or for **the Company**, complies with all the prescribed requirements and will be safe and without risks to health and safety when properly used.

22. **NO USAGE OF EMPLOYER'S EQUIPMENT**

The **Contractor** hereby acknowledges that its employees shall not be permitted to use any materials, machinery or equipment of **the Company** unless approval has been obtained, in which case the **Contractor** shall ensure that only those persons authorised to make use of same, have access thereto.

23. **TRANSPORT**

23.1. The **Contractor** shall ensure that all road vehicles used on the Plant are in a roadworthy condition and are licensed and insured. All drivers shall have relevant and valid driving

licenses and no vehicle shall carry passengers unless it is specifically designed to do so. All drivers shall adhere to the speed limits and road signs on the Plant at all times.

- 23.2. In the event that any hazardous substances are to be transported on the Plant, the **Contractor** shall ensure that the requirements of the Hazardous Chemical Substances Act, Act No 15 of 1973 are complied with at all times.

24. **CLARIFICATION**

In the event that the **Contractor** requires clarification of any of the terms or provisions of this Occupational Health and Safety Contract, it should contact **the Company**.

25. **DURATION OF CONTRACT**

This **Contract** shall remain in force for the duration of the work to be performed by the **Contractor** and/or while any of the **Contractor's** workmen are present on the Plant.

26. **HEADINGS**

The headings as contained in this Occupational Health and Safety Contract are for reference purposes only and shall not be construed as having any interpretative value in them or as giving any indication as to the meaning of the contents of the paragraphs contained in this **Contract**.



Signed on behalf of **ArcelorMittal South Africa** at Vanderbijlpark on this 27<sup>th</sup> day of June 2023.

**ARCELORMITTAL SOUTH AFRICA LIMITED**


Dieter Sauer  
Dieter Sauer (Jun 29, 2023 10:30 GMT+2)

Dieter Sauer

**As Witness**

1.  \_\_\_\_\_

Izak van Niekerk

2.  \_\_\_\_\_  
Gawie herholdt (Jun 29, 2023 09:38 GMT+2)

Gawie herholdt

Signed at: \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2023

**CONTRACTOR**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

**As Witness**

1. \_\_\_\_\_

Signature

\_\_\_\_\_  
Name

2. \_\_\_\_\_

Signature

\_\_\_\_\_  
Name

*This Agreement is signed by the authorised signatories and initialled by the witnesses. The Parties record that it is not required for this Agreement to be valid and enforceable that the authorised signatories shall initial the pages of this Agreement.*