DURBAN GATEWAY TERMINAL (PTY) LTD ("DGT" or the "Company" or "Customer")

PURCHASE ORDER: TERMS AND CONDITIONS

The Purchase Order ("P.O.") is prepared by the **COMPANY** in accordance with the **SUPPLIER**'s (or seller, vendor, SUPPLIER etc., as the case may be) quotation and the full quantity/lot mentioned should be filled/completed at the prices within the P.O. Delivery Date stipulated. All the terms in the P.O. are deemed integrated herein and vice-versa.

THESE TERMS AND CONDITIONS ("P.O. CONDITIONS" or this "Agreement") SHALL SERVE AS A BINDING AGREEMENT BETWEEN THE COMPANY AND THE SUPPLIER. THE SUPPLIER ACKNOWLEDGES IT HAS FULLY READ THE P.O. CONDITIONS AND ACCEPTED AND AGREED TO THE SAME AND THAT ITS CONFIRMATION OF RECEIPT OF THE P.O. AND/OR COMMENCEMENT/DELIVERY OF THE ORDERED REQUIREMENTS SHALL BE TANTAMOUNT TO SUPPLIER'S EXPRESS AGREEMENT WITH THESE P.O. CONDITIONS.

All suppliers shall perform Order Confirmation for all P.O.s received by replying to the e-mail received.

Should the Parties execute a **formal agreement**, the P.O. Conditions and the said formal agreement shall be considered integrated and construed together. In case of conflicting provisions, the terms of the formal agreement shall prevail, unless a contrary interpretation is expressly stipulated in the formal agreement.

1. Documentation

Prices reflected in the P.O. are **value added tax (VAT)-exclusive**.

2. DELIVERY OF GOODS AND SERVICES

Delivery to the COMPANY (for local goods), and completion of project (for services) must be made **timely and on or before the P.O. Delivery Date**, unless deferred delivery and/or completion has been authorized by the COMPANY. Otherwise, this is considered as delivery delay.

We have a "No P.O., No Delivery, No Payment Policy". SUPPLIER may not deliver without a P.O being issued by the COMPANY, except for emergencies identified by the Procurement Manager and Chief Financial Officer.

For **Goods** or **Materials**

- Unless stated in the P.O., all deliveries, both Local and Foreign, must be directed to:
  Durban Gateway Terminal (PTY) LTD
  Bayhead Road Off Entrance 7 (Pier 2)
  1 Langberg Road, Bayhead, Durban,
  Kwa-Zulu Natal 4001
  Deliver directly to the corresponding Warehouse/Store, as indicated in the P.O.:
  - Cranes Store
  - Straddles Store
  - CVR
  - PPE
  - Admin/HR Building
- Receiving time is from 8:00a.m. to 5:00p.m., Mondays to Saturdays, except for emergencies identified by the Procurement Officer/s. The COMPANY's Security Personnel will not allow deliveries direct to the end users, unless pre-arranged with and approved by the Procurement Officer.
- Each P.O issued constitutes a separate and distinct transaction. Each P.O must be fulfilled independently, and the completion or payment status of one PO or line item shall not be a condition for processing or delivery of another P.O or line item.
- Any goods or materials rejected by the quality inspector must be collected by the supplier within 24 hours of the rejection notice. Failure of which it will result to penalty charges.
- All deliveries must come with a corresponding Delivery Note (DN). Do not bring the Invoice.

- DNs must be forwarded to the Goods Receipt Personnel upon delivery.
- The SUPPLIER shall send the details of the delivery personnel via email (First Name, Surname, ID number, and Company Name) at least 24 hours prior to the delivery schedule. The COMPANY shall issue a gate permit accordingly.
- The gate permit issued by the COMPANY is **strictly non-transferable** and valid only for the specific vehicle, delivery personnel, and date stated. Any deviation must be pre-approved by the COMPANY's Security Department at least 4 hours prior to scheduled delivery.

For **Services**:

- All Services must be directed to the end user.
- Service Reports (or any equivalent document) must be submitted to the end user upon rendering of service.
- Prior to entering the port, all service providers must complete a safety and security induction conducted or recognised by DGT. No access shall be granted, whether day permit or access card, without proof of valid induction.
- The SUPPLIER shall comply with all applicable Occupational Health and Safety (OHS) and Security directives of the COMPANY, including but not limited to:
  - Wearing compulsory Personal Protective Equipment (PPE) as prescribed by the COMPANY's HSE Policy;
  - Undergoing site-specific safety induction and security briefing before commencing any work;
  - Displaying COMPANY-issued identification badges at all times while inside the premises;
  - Submitting to vehicle and personnel searches at entry and exit points as required by the COMPANY's Security Personnel;
  - Reporting any security incident, safety hazard, or near-miss immediately to the COMPANY's Security Desk or HSE Officer.

- **Service Provider Access and Permits**:
  - Service providers coming into DGT to render services **for a single day** will receive a **day permit** from the Security Department.
  - Service providers **working within the terminal for longer than one day** will receive a **permit in the form of an access card** from the Security Department, clearly indicating the **start date and end date** of authorised access.
  - In all cases, service providers must **report to the Security Deck** upon arrival and before any work commences, to complete check-in, receive their permit/access card, and undergo any required safety or security briefing.
  - Failure to report to the Security Deck or unauthorised access beyond the permit's end date will be treated as a material breach of these P.O. Conditions.

- **Restricted or High-Risk Areas**
  - **Access to restricted or high-risk areas** (e.g., crane operating zones, straddle carrier routes, electrical rooms, fuel storage areas) must be pre-authorised in writing by the COMPANY's Security Department. Where directed, the supplier shall be accompanied by a COMPANY security escort. Unauthorised access constitutes a material breach of these P.O. Conditions.

3. Invoicing

All Invoices should be in line with the rules and requirements of the South African Revenue Services Rules (SARS) and applicable tax legislation and foreign.

The SUPPLIER must indicate the following information on the face of the Tax Invoices:

- P.O. Number;
- Name of the COMPANY'S contact person; and
- SUPPLIER Bank details

It is the SUPPLIER's responsibility to notify us immediately upon changing your bank details to ensure payment is always made to the correct account. Kindly e-mail our Accounts Payable team (AP@dgt.ictsi.com) for any changes in your bank account details together with the supporting documents.

Immediately after delivery, the SUPPLIER must e-mail the e-copy of the Tax Invoice to the Accounts Payable team e-mail for **both Goods and Services** for proper payment processing.

Payment Term Baseline Date
A Statement of Account (SOA) should be provided on top of the Invoices in order for payments to be settled. E-copies of Invoices / Billings and SOAs should be sent to the Accounts Payable team e-mail within the agreed Payment term period. Baseline date to determine the due date of payment will be upon receipt of correct and complete e-copies of SOAs.

No interest or penalty shall accrue or be payable by the CLIENT to the SUPPLIER on any amount payable under or in connection with this agreement (whether before or after demand or the institution of proceedings), including mora interest, default interest, and any interest or penalty claimed as damages or compensation for late payment, and the parties agree that any interest that might otherwise have been payable at the prescribed rate under the Prescribed Rate of Interest Act 55 of 1975 is excluded.

4. **Warranty and Returns**
The COMPANY may demand or cause correction or revision of **defects** at the SUPPLIER's sole expense within the applicable warranty period. Materials are subject to the Stores' inspection and approval at a reasonable time after delivery to the COMPANY (for both local and indent materials). If specifications are not met or articles are defective, the Materials may be returned by the COMPANY also at the SUPPLIER's sole expense.

5. **Termination**
The COMPANY shall have the **right to purchase elsewhere and/or cancel** the **unfulfilled and/or undelivered portion** of the P.O.:

- at any time on 30 (thirty) days written notice to the SUPPLIER;
- if the SUPPLIER breaches any of its obligations in terms of this Agreement, and provided the breach is capable of being remedied, fails to remedy the breach within 7 (seven) days of receiving written notice to do so; or
- if the SUPPLIER repeatedly breaches any of the terms of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Agreement; or
- if any provisional or final order is made or any effective resolution is passed for the winding up of the SUPPLIER, other than for the purpose of a bona fide reconstruction or amalgamation with another company; or
- if the SUPPLIER enters into business rescue proceedings in terms of the Companies Act, 2008.

The COMPANY may terminate on the above grounds without incurring any liability with the SUPPLIER, provided that all invoices for the fulfilled/completed deliveries as of date of cancellation are payable by the COMPANY to the SUPPLIER.

The COMPANY shall be immediately refunded of the portion of its advance payment, if any, for unfulfilled/ uncompleted deliveries, if any. Likewise, the COMPANY shall also have the option to take any goods, works, or other items covered by the P.O. whether finished, unfinished or in process.

6. **Non-Exclusivity.** If this P.O. is for the **purchase of machines or equipment**, the COMPANY reserves

the right to buy its spare parts, accessories, and supplies from other suppliers. If this P.O. is for the provision of services, the COMPANY reserves the right to obtain the services from any other party.

7. **Penalties**
   In case of any delay, the SUPPLIER shall be liable to the COMPANY for **delivery penalty** equivalent to 1/10 of 1% of the 15% Vat-inclusive P.O. or contract sum for every day of delay, but not to exceed ten percent (10%) of the said sum, without prejudice to other remedies the COMPANY may be entitled to.

   The SUPPLIER shall be liable to the COMPANY for **liquidated damages** equivalent to **five percent (5%)** of the VAT-inclusive aggregate amounts payable to the SUPPLIER in terms of this Agreement for breach or default by the SUPPLIER of any of its obligations under the P.O. without prejudice to other remedies the COMPANY may be entitled to.

8. **Force Majeure.** In case the SUPPLIER is prevented from delivering or the COMPANY from receiving and/or using any of the items covered by the P.O. due to **force majeure**, the force majeure shall operate to suspend deliveries or acceptances, as the case may be, during the affected period. This is subject, however, to the COMPANY's right under ***Clause 2*** hereof and should the force majeure continue for a period of more than 30 days, the COMPANY may immediately terminate this Agreement on written notice to the SUPPLIER. Force majeure is any event such as fire, typhoon, flood, strikes, lock-out, epidemic, accident, war, blockade, civil commotion, or other similar events beyond the reasonable control of the concerned Party.

9. **Compliance with Laws.** The SUPPLIER shall maintain and solely be responsible for compliance with all laws, rules, regulations, and orders of any governmental authority as well as possession of all required permits, licenses, and other authorizations for the conduct of its business and its performance of this Agreement. The COMPANY may, at any time, undertake an audit of the SUPPLIER's performance of its obligations under this Agreement to ensure that the SUPPLIER, its employees, and agents are compliant with this Clause.

10. **ICTSI / DGT Policy Commitment.** The SUPPLIER shall comply with the COMPANY's and its parent company's, International Container Terminal Services, Inc. (ICTSI), company policies, rules, and regulations ("Policies") related to the needs and requirements for the Agreement, including the policies referred to in Clause 9 above and the DGT Supplier Code of Business Conduct referred to in Clause 11 below. The SUPPLIER, hereby, acknowledges access to and endeavors regular updating with copies of the COMPANY's and ICTSI's latest (i) **ICTSI Code of Business Conduct**; (ii) **ICTSI Global Principles on Human Capital**; (iii) **DGT Procurement Guidelines**; and (iv) other applicable DGT Policies. The SUPPLIER agrees to inform each of its concerned employees, sub-contractors, and agents of these Policies and undertakes that the performance of the Agreement shall be consistent with the same.

11. **Anti-Bribery Compliance Policy.** The SUPPLIER further represents and warrants that it has not, or any of its directors, officers, employees or representatives, condoned, accepted, received or has taken any action in furtherance of, an offer, payment, promise to pay, or authorization or approval of the payment or giving of money, property, gifts or anything else of value, directly or indirectly, to any government or public official/candidate or any director, officer or employee of the COMPANY or its affiliates to unlawfully influence official action or secure an unlawful advantage. The SUPPLIER and its personnel shall not condone, tolerate, solicit, ask for, accept or attempt to accept, directly or indirectly, a bribe, kickback, or other personal benefit, monetary or otherwise, from the COMPANY's customers, employees, officers, any port users, or government officials, where such request or receipt would amount to an improper or unlawful performance of a function or activity, such as a breach of trust, impartiality, or good faith. A violation of this Clause is a ground for termination of this Agreement. The SUPPLIER shall ensure that it conducts its business in compliance with applicable anti-corruption laws and maintains policies and procedures designed to promote and achieve compliance with such laws and, furthermore, the ICTSI Revised Anti-Bribery Compliance Policy and Procedure. The SUPPLIER agrees that the COMPANY shall have the right, after written notice to the SUPPLIER to conduct an

investigation and audit of the Supplier's policies, books, records, and accounts to verify compliance with this Clause.

12. **Supplier Code of Business Conduct.** In addition, the SUPPLIER shall abide by all the terms indicated in the DGT Supplier Code of Business Conduct available at Supplier Code of Business Conduct. The SUPPLIER shall also ensure to submit the filled out Disclosure Form of Conflict of Interest on an annual basis and as the need to disclose arises.

13. **Sustainability, Health, Safety and Security Commitment.** The ICTSI Group is committed to uphold the principles of sustainable development in its operations and corporate stewardship of its people, customers, corporate resources, and the environment. These thrusts are documented in ICTSI's Annual Sustainability Report available at https://www.ictsi.com/what-we-do/sustainability. In the performance of the Services, the SUPPLIER undertakes to observe the foregoing or analogous principles and commitment and shall cooperate with the COMPANY in its sustainability efforts in the Terminal and its community.

    In the performance of the Services or delivery of Goods under this P.O., the SUPPLIER undertakes to observe the foregoing principles and **specifically agrees to**:

    - Comply with all applicable **South African OHS legislation**, including the Occupational Health and Safety Act 85 of 1993 and its regulations;
    - Cooperate fully with the COMPANY's **Security and HSE teams** during all site entries, movements, and work activities;
    - Ensure that its personnel, sub-contractors, and agents have received **adequate OHS and security training** relevant to their assigned tasks at DGT;
    - Immediately report any **suspicious activity, breach of security, unsafe condition, accident, or environmental incident** to the COMPANY's Security Desk or HSE Officer, followed by a written report within 8 hours (as already required under Clause 15);
    - Participate in any **safety stand-down, security drill, or emergency evacuation** initiated by the COMPANY.

14. **Health, Safety and Security.** The SUPPLIER must perform the works/services, if any, in the Company premises safely so as to protect person and property based on applicable laws as well as the Health, Safety, and Environment (HSE) Policies of the ICTSI Group. The SUPPLIER shall provide the COMPANY HSE documentations that may include: risk assessments; work methodologies; licenses and certificates; and standard Operating Procedures. The SUPPLIER shall immediately notify the COMPANY of any health and safety and/or environmental incident (e.g. injury, property damage, oil spill, etc.) by the quickest practicable means (e.g. by phone call). The SUPPLIER shall follow this notice with a formal incident report in writing within eight (8) hours from the occurrence.

    - The SUPPLIER shall ensure that **no tools, equipment, materials, or digital devices** are brought into or removed from the COMPANY's premises without a valid **Gate Pass or Tool Pass** issued by the COMPANY's Security Department. Any laptop, USB drive, camera, or recording device brought onsite must be declared upon entry and exit. Unauthorised recording, photography, or data extraction from COMPANY premises is strictly prohibited and constitutes a material breach.

15. **Confidentiality and Data Protection.** The SUPPLIER acknowledges that by reason of its business relationship with the COMPANY, it may have access to Confidential Information of the COMPANY, the value of which would be impaired if such information were disclosed to third parties. The SUPPLIER hereby agrees that it shall not use in any way for its own account or the account of any third party, nor disclose to any third party, any Confidential Information of the COMPANY during the duration as well as after the termination or expiration of this Agreement. "Confidential Information" shall mean the proprietary, confidential, or trade secret information or know-how belonging to the COMPANY or which the COMPANY is under an obligation to maintain as confidential, whether or not it is in written or permanent form. Confidential Information shall include, without limitation, technical and business information relating to the COMPANY's services and products, research and development, finances,

customers, marketing, production, and future business plans. The SUPPLIER shall ensure that it complies with the Protection of Personal Information Act 4 of 2013 ("POPIA")) and with the COMPANY's data privacy and protection policies. Please refer to Clause 7 of the Supplier Code of Business Conduct for more details on Confidential Information and Data Privacy compliance.

16. Intellectual Property

The SUPPLIER guarantees that any articles furnished under this P.O. and the use thereof do not infringe on any **patent or trademark rights** and that the same will comply in all respect with applicable South African laws and regulations.

The name, logo, trademark and other intellectual property, trade secret or any proprietary right of the COMPANY and/or ICTSI shall not be used by the SUPPLIER, unless with written consent of the COMPANY. No public announcement concerning or related to this Agreement shall be made without the prior written consent of the COMPANY. If such consent is obtained, the text of the proposed release or plans for the public relations activities shall be submitted to the COMPANY for review prior to the release date.

17. Indemnification. The SUPPLIER assumes full responsibility and shall hold free and harmless and indemnify the COMPANY and its directors, officers, employees and affiliates against any and all claims, liabilities, losses, damages, and expenses arising out of or in connection with its performance in terms of the P.O. caused by the fault, negligence, or breach of obligations or violation of any applicable local laws and regulations by the SUPPLIER or its directors, officers, employees, agents or representatives.

18. Governing Laws. This Agreement and all its subsequent variations shall be governed by and construed in accordance with the **laws of South Africa**. In case of any dispute arising in connection with the P.O., it is agreed that the venue for the settlement of the dispute shall exclusively fall within jurisdiction of the High Court of South Africa (**Durban** Local Division)**.**

****** Nothing follows. *****