INTEGRATED SHERQ MANAGEMENT SYSTEM (Procedure)

for

METAL LINE AFRICA (PTY) LTD STANDARD TERMS AND CONDITIONS

MLA-SHERQ-OP-10-CM-PRO-02

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1. DEFINITIONS AND INTERPRETATION

1.1. In this document, the following words and expressions shall bear the meaning below:

1.1.1. "Act of Insolvency" means:

(i) any act which, if it was committed by an individual, would constitute an "act of insolvency" for purposes of the Insolvency Act 24 of 1936;

(ii) the commencement of compromise proceedings or business rescue proceedings under the Companies Act 71 of 2008;

(iii) an order is granted affecting the liquidation of the Client (whether provisional or final); or

(iv) any like proceedings;

1.1.2. "Abandoned Commodity" means the Commodity where:

(i) MLA is unable to effect delivery, or delivery is refused, at the Delivery Point as a result of any event beyond MLA's control,

(ii) the Client has not furnished MLA with written instructions in relation to the Commodity for one (1) week;

(iii) any applicable free storage period has been exceeded, and in the case of Commodity stored at the Terminal, the nomination of a vessel has not been accepted and published (where applicable) by the relevant port authorities;

(iv) any Commodity is or may become dangerous, or may deteriorate or contaminate other property;

1.1.3.	"Breakbulk"	means any solid or liquid material that is transported packaged but not in a Container, and which forms part of the Commodity;
1.1.4.	"Bulk"	means any solid material that is transported unpackaged as a bulk shipment, and which forms part of the Commodity;
1.1.5.	"Business Day"	means any day other than a Saturday, Sunday or a South African public holiday;
1.1.6.	"Collection Point"	the address designated by the Client in the Order Confirmation from which the Commodity is to be collected by MLA;
1.1.7.	"Container"	means either a 6 (six) metre or 12 (twelve) metre standard metal shipping container;
1.1.8.	"COO"	means the Certificate of Origin pertaining to the Commodity;
1.1.9.	"Client"	means the person which requests, or for whom, MLA provides the Services;
1.1.10.	"Commodity"	means the Bulk, Breakbulk, Liquid Bulk or material loaded in the Container, in respect of which the Client requests MLA to provide the Services;
1.1.11.	"Customs"	means the Customs and Excise Departments of the South African Revenue Service and/or the customs and excise authority in any country in which any of the Services are provided to the Client;
1.1.12.	"Dangerous Goods"	means without limitation, radio-active materials, goods likely to harbour or attract vermin or other pests or likely to cause contamination or infection, damaging, corrosive, noxious or explosive goods, or goods falling within the definition of "hazardous" and/or "dangerous goods" in (i) SANS 10228:2022 (Ed. 7.00) The identification and classification of dangerous goods for transport by road and rail modes; (ii) the

International Maritime Dangerous Goods Code; (iii) the regulations issued under the National Environmental Management Act, No. 107 of 1998; (iv) Hazardous Substances Act 15 of 1973; and (v) any other local, national or international regulations, as amended from time to time, governing the storage and movement of dangerous and hazardous goods.

1.1.13. "Delivery Point" means the address specified in the Order Confirmation to which the Commodity is to be delivered;

1.1.14. "Draft Survey" means the weight verification conducted by an independent surveyor for weight of the Commodity;

1.1.15. "IMSBC Code" International Maritime Solid Bulk Cargoes Code, adopted under the SOLAS and amended from time to time;

1.1.16. "Laycan Dates" means the period during which the Master of the Vessel will tender notice of readiness that the Vessel has arrived at the port and is ready to load, which is expressed as 2 (two) dates;

1.1.17. "Master" means the Master of the Vessel;

1.1.18. "Mate's Receipt" means the receipt issued for purposes of issuing a bill of lading by the Master of the Vessel when the Commodity has been loaded onto the Vessel, which serves as an indication of the final loaded weight of the Commodity;

1.1.19. "Mining Permit" means the Mining Permit issued to the mine where the Commodity is collected at the Collection Point;

1.1.20. "MLA" means **METAL LINE AFRICA (PROPRIETARY) LIMITED**, registration number: 2018/305944/07 with VAT number: 4910286295;

1.1.21. "MSDS" means the material safety data sheet;

1.1.22.	"Order Confirmation"	means the Order Confirmation prepared by MLA for the Services;
1.1.23.	"Order Quotation"	means the Order Quotation prepared by MLA for the proposed Services;
1.1.24.	"Payment Terms"	means the terms stipulated in the Order Confirmation for payment for the Services by the Client;
1.1.25.	"Personnel"	means MLA's shareholders, officers, directors, employees or agents;
1.1.26.	"Rate Schedule"	means the rates charged by MLA for providing the Services;
1.1.27.	"SANS 10232-4"	means SANS 10232-4:2019 (Ed. 1.04) Transport of dangerous goods - Emergency information systems Part 4: Transport emergency card, as amended from time to time;
1.1.28.	"SANS 969-1"	means SANS 969-1:2020 (Ed. 1.00) Clean-up of dangerous and non-dangerous goods incidents Part 1: Road occurrences, as amended from time to time;
1.1.29.	"Services"	means the transport, warehousing, port handling and other services rendered by MLA and/or any Subcontractor;
1.1.30.	"Shore Scale"	means the landside weighbridge for the weighing of the Bulk, and Break Bulk prior to loading on the Vessel;
1.1.31.	"SOLAS"	means the International Convention for the Safety of Life at Sea, 1974;
1.1.32.	"Stock Report"	means the stock report compiled by MLA for the Client;
1.1.33.	"STCs"	means the standard terms and conditions contained in this document;
1.1.34.	"Subcontractor"	means any third party whom MLA appoints to provide any or all of the Services;

1.1.35.	"TML Certificate"	means the Transportable Moisture Limit Certificate;
1.1.36.	"Tremcard"	means a document complying with the stipulations for a TREC document in SANS 10232-4;
1.1.37.	"Terminal"	means the storage and port handling facilities utilised by MLA, located within the precinct of the applicable port;
1.1.38.	"Vehicle"	means the vehicle which shall transport the Commodity by road;
1.1.39.	"Vessel"	means the vessel onto which the Commodity is to be loaded; and
1.1.40.	"VGM"	means the verified gross mass, in terms of the SOLAS.

1.2 Unless MLA agrees otherwise in writing, all Services which MLA provides are subject to the specific terms contained in the Order Confirmation and the STCs.

1.3 In the event of a conflict between the Order Confirmation and the STCs, the specific provisions of the Order Confirmation will prevail.

1.4 No waiver of any right under the STCs by MLA will be effective unless recorded in writing and accepted by both parties.

1.5 The STCs shall be governed by, and interpreted according to, the law of the Republic of South Africa.

1.6 If any provision is followed by the word "including" and specific examples, those examples must not be interpreted as limiting the general meaning of that provision.

1.7 Unless inconsistent with the context, words signifying any gender include the other gender and the neutral, words signifying the singular include the plural and vice versa and words signifying natural persons include juristic persons and vice versa.

2. SERVICES

2.1. The Client appoints MLA to render the Services to the Client and MLA accepts such appointment. These STCs will apply to all rendering of Services by MLA to the Client.

2.2. MLA reserves the right to amend these STCs from time to time, which amendments will be published to its website.

3. SUB-CONTRACTING OF SERVICES

MLA may, entirely in its own election and without notice to the Client, elect to perform the Services itself, or it may appoint a Subcontractor of its choice to perform all or some of the Services.

4. AUTHORITY TO CONTRACT

If the Services are requested by an agent of the Client, such person warrants that it is authorised to appoint MLA to provide the Services on behalf of the Client in accordance with the Order Confirmation and the STCs and indemnifies MLA in respect of any loss or damages suffered by MLA as a result of the agent not being so authorised.

5. ORDER QUOTATION & ORDER CONFIRMATION

5.1. Any Order Confirmation provided by MLA is subject to the qualification that errors and omissions are accepted.

5.2. MLA will issue an Order Confirmation, recording the terms on which the Services will be rendered to the Client. MLA is not bound by providing the Services until the Client accepts the Order Confirmation, or it is deemed to be accepted.

5.3. Provided the Order Confirmation complies with the Client's request to provide the Services, within 2 (two) Business Days from the date on which it receives the Order Confirmation:

5.3.1. the Client will be obliged to accept the Order Confirmation; or

5.3.2. the Order Confirmation will be deemed to be accepted.

5.4. Unless otherwise agreed by MLA in writing, the Services will be rendered as indicated in the Order Confirmation, on the charges indicated in the Rate Schedule therein.

6. PAYMENT FOR THE SERVICES

6.1. The Client must pay all amounts due to MLA for the Services, on the Payment Terms:

6.1.1. plus, Value Added Tax at the applicable rate unless the services are VAT zero rated;

6.1.2. on presentation of MLA's invoice, or in accordance with clause 7, if MLA has agreed to provide the Services to the Client on credit;

6.1.3. in the currency specified by MLA;

6.1.4. without deduction or set-off and free of all bank charges;

6.1.5. by electronic funds transfer into the bank account nominated by MLA on its invoice or statement, as the case may be.

6.2. Payment shall only be considered rendered by the Client, and the Client's payment obligations fulfilled, once any amount to be paid by the Client to MLA is received by MLA into its designated banking account, in full. The Client shall remain liable to MLA to make payment of any amount, where such amount was paid by the Client into an incorrect banking account. Such liability is not excused as a result of an error on the part of the Client or fraudulent conduct by a third party, regardless of the perpetration of such fraud on the information technology infrastructure of MLA. The Client's obligation to pay for the Services is only discharged when MLA receives the whole amount payable as freely available funds in MLA's nominated bank account.

6.3. MLA may, in its sole and absolute discretion, allocate any payment made by the Client to reduce or settle any amount which is due to MLA.

6.4. If MLA agrees to allow the Client to pay for the Services in instalments and it fails to pay any instalment when due, the full amount then outstanding will immediately become due, owing and payable.

6.5. Without prejudice to its other rights, MLA may at any time stop providing the Services to the Client if it fails to make payment for the Services on the due date for payment.

6.6. Interest will accrue on any amount not paid by the due date for payment at the prime overdraft lending rate published by FirstRand Bank Limited, from time to time, plus 2% (two percent) per annum, calculated from the due date for payment until the actual date of payment, both days included.

6.7. The Client is liable for the full cost of the Services provided by MLA plus abortive costs which include additional diesel and other related costs.

6.8. The Client may not rely on any alleged claim or counterclaim to withhold or defer payment of any amount due to MLA.

7. CREDIT FACILITY

7.1. MLA may, in its sole and absolute discretion, provide the Services to the Client on credit, subject to the following:

7.1.1. as deemed necessary by MLA and at the Client's cost, any investigation into Client's credit profile, including the furnishing by the Client of all consents necessary to conduct such investigations;

7.1.2. the Client must pay all amounts due to MLA for the Services, plus Value Added Tax at the applicable rate, on the basis set out in the Order Confirmation;

7.2. a certificate signed by any director of MLA which sets out the amounts due, owing and payable by the Client to MLA will be prima facie proof thereof.

7.3. If the Client commits an Act of Insolvency, MLA may, without prejudice to its other rights, and by written notice to the Client, withdraw its credit facility with immediate effect, in which case all amounts payable by the Client to MLA will become immediately due, owing and payable and any future Services provided by MLA will be payable on presentation of the relevant invoice.

7.4. In the absence of an express written agreement to provide the Services on credit, payment must be made in terms of clause 6.

8. TRANSPORT SERVICES

8.1. The Client must timeously make any arrangements which the Client is required to make to enable MLA to properly perform the Services, including:

8.1.1. regular written communication with MLA regarding the movement of the Commodity;

8.1.2. making the Commodity available for collection by MLA at the Collection Point;

8.1.3. where applicable, ensuring that the Delivery Point is ready to receive the Commodity;

8.1.4. where applicable, making all necessary arrangements for the ocean carriage of the Commodity; and

8.1.5. ensuring that the Commodity is in all material respects, safe and fit for loading and transport.

8.2. The Client must provide MLA with the Transport Documents and applicable information required to provide the Services, including:

8.2.1. the signed Order Confirmation;

8.2.2. where applicable, the Laycan Dates;

8.2.3. written confirmation that the Commodity is available to be released at the Collection Point;

8.2.4. written confirmation that the Commodity is available to be delivered at the Delivery Point;

8.2.5. signed agreement between landowner, community and mineral rights holder regarding the Commodity;

8.2.6. Mining Permit and/or Prospecting License, as the case may be;

8.2.7. in the case of a packed container, the VGM;

8.2.8. any cargo declaration(s) required by the IMSBC Code;

8.2.9. the TML Certificate in respect of the Commodity;

8.2.10. the Collection and Delivery Points are ready to have Commodity collected and delivered;

8.2.11. COO;

8.2.12. certified loading and off-loading weighbridge tickets;

8.2.13. stamped or signed Proof of Delivery;

8.2.14. Tremcard, where applicable;

8.2.15. MSDS;

8.2.16. any and all documents required by Customs and Excise at both country of entry and departure;

9. any relevant information pertaining to the Commodity including its characteristics, nature, classification or any other information relevant to the performance of the Services in relation to the Commodity.

9.1. MLA is otherwise not responsible for any errors in the Transport Documents, or any loss or damage the Client may suffer as a result of such errors. Should the Client require MLA to complete documentation on its behalf, the Client indemnifies MLA for any loss or damages which it might suffer arising from the completion of such documents.

9.2. If the Client does not provide MLA with the information necessary to provide the Services:

9.2.1. MLA may decide when and how to perform the Services or any part thereof; and

9.2.2. MLA is not obliged to:

9.2.2.1. declare the nature or value of any Commodity to any Subcontractor or other third party; or

9.2.2.2. request any special protections or cover from, or give special delivery instructions to, any Subcontractor in respect of the Commodity considered to be dangerous and/or hazardous and/or which require special handling and/or storage.

10. COLLECTION AND DELIVERY OF COMMODITY

10.1. MLA will collect the Commodity from the Collection Point and transport it to the Delivery Point.

10.2. The Client must ensure that:

10.2.1. Appropriate oversight, control and management procedures are in place at the Collection Point and the Delivery Point to ensure that no person can tamper with the Commodity, including security, access control and sampling procedures; and

10.2.2. any samples of the Commodity which the Client may require are taken before the Commodity is loaded onto the Vehicle by an accredited assayer.

10.3. Unless otherwise agreed by MLA, the Client must at its own risk and cost, load the Commodity onto the Vehicle at the Collection Point. Should the Delivery Point not be an MLA facility or nominated by MLA, the Client is responsible for the risks and costs of off-loading at the Delivery Point.

10.4. If the Client requests MLA's Personnel to assist in any way whatsoever in the loading or offloading at a Loading or Delivery Point nominated by the Client, it bears all risk in and to such assistance.

10.5. Where the Client is responsible for loading or off-loading, the Client must ensure that such loading or off-loading is completed within 6 (six) hours of the Vehicle's arrival at the Collection Point or Delivery Point.

10.6. Where the loading or off-loading is not completed within such time period, MLA may:

10.6.1. recover from the Client the standing time charges raised by the Subcontractor;

10.6.2. at the Client's risk and cost, off-load the Commodity from the Vehicle and store it; and/or

10.6.3. deal with the Commodity on the basis that it is an Abandoned Commodity.

10.7. The Client must ensure that:

10.7.1. the Commodity is suitably packed for safe loading and transport and is properly and securely loaded in or on the Vehicle;

10.7.2. the weight of the Commodity is correctly distributed across the Vehicle's axles and that the gross weight of the loaded Vehicle does not contravene applicable legislation. The Client shall be liable for any fines which are payable in respect of any gross overloading of the Vehicle or any of its axles.

10.7.3. The Client must make available for use by MLA's Subcontractor at the Collection Point, a weighbridge which must at all times be properly calibrated.

11. PORT HANDLING SERVICES

11.1. Where the Services include loading of the Commodity on board the Vessel:

11.1.1. subject to any directives by the port authority or terminal operator, MLA shall only be obliged to commence loading where the Vessel presents alongside the berth, is in all material respects ready to receive the Commodity and the prevailing conditions do not prevent loading;

11.1.2. no particular load rate is agreed by the Parties and MLA does not guarantee that the Commodity will be loaded from or within any specific time period.

11.2. The Client must provide MLA with, alternatively confirm, the Laycan Dates with sufficient notice to enable MLA to perform the Services, failing which MLA shall not be obliged to render the Services.

11.3. It is agreed that the Mate's Receipt will not constitute conclusive evidence of the mass of Commodity loaded on board the Vessel, and MLA shall be entitled to adduce additional evidence of the mass of Commodity loaded should it dispute the mass recorded on the Mate's Receipt.

11.4. MLA shall, on behalf of the Client, and solely as agent, make payment of all cargo dues payable to the port authorities. MLA shall not be liable to the Client for any loss or damages arising from the use of port facilities and the Client fully indemnifies MLA for any loss or damages which it may suffer arising from the performance of this function.

11.5. MLA shall not be responsible, and will not be liable for any loss or damage arising from:

11.5.1. loading of the Vessel in excess of:

11.5.1.1. the Vessel's load lines or the volume or mass of Commodity which may safely be carried by the Vessel;

11.5.1.2. the volume of Commodity required to be loaded, or allocated for loading;

11.5.1.3. the examination or certification of hold cleanliness; and

11.5.1.4. delays in loading or unloading of Vessels or Vehicles howsoever caused;

11.5.2. where applicable, trimming of the Commodity;

11.5.3. stowage, cargo separation or segregation on board the Vessel;

11.5.4. the appropriateness of the Vessel to receive and carry the Commodity.

12. STORAGE SERVICES

12.1. The Services may include storage and related Services, including unpacking, packing, palletising, blending and storage of the Commodity.

12.2. MLA shall provide the Client with regular Stock Reports.

12.3. The Client must provide MLA with clear, detailed and timeous instructions in writing to enable it to perform the storage and related Services.

13. CUSTOMS CLEARING SERVICES

13.1. MLA may procure that clearing services be performed for the Client.

13.2. On the Client's behalf, MLA may convey information to the appointed clearing agent to facilitate the clearing of the Commodity out of the Republic of South Africa. The Client shall be obliged to furnish MLA with all information reasonably required by the clearing agent to enable the clearing of the Commodity.

13.3. It is agreed that MLA procures clearing services solely as agent for the Client and any clearing services are provided to the Client directly by the clearing agent.

13.4. MLA does not provide any guarantees or warranties in relation to the skill or professionalism of the clearing agent, nor does it provide any advice in regard to the clearing of the Commodity.

13.5. MLA will not incur any liability in relation to clearing services, and the Client fully indemnifies MLA in relation to any claim for, arising out of or relating to, clearing services.

14. FUMIGATION

14.1. MLA shall not be responsible for inspecting or fumigating the Commodity, whether such fumigation is required by the presence of contaminants or any applicable legislation.

14.2. If MLA should identify the presence of contaminants in the Commodity, it may notify the Client, which shall be obliged, to:

14.2.1. arrange for an inspection of the Commodity; and

14.2.2. If such inspection reveals that it is necessary, attend to the fumigation of the Commodity.

14.3. MLA will not be responsible for any costs or delays associated with such fumigation.

14.4. Where MLA, in its sole and absolute discretion, deems it necessary, it may undertake such fumigation, at the Client's risk and cost.

15. INSTRUCTIONS

15.1. All instructions to MLA must be given timeously in writing. MLA is not bound to execute any oral instructions, general instructions, standing instructions or instructions which it receives late, but MLA may act on such ad-hoc instructions if it chooses to do so. Any costs incurred as a result of the Client not timeously furnishing instruction to MLA shall be for the Client's account.

15.2. Despite the other provisions of this clause 14, MLA may in its reasonable discretion deviate from the Client's instructions at any time if it decides that it is necessary to do so, and MLA will not be

liable to the Client, for any claims arising from or in connection with that deviation provided always that MLA has acted reasonable and with reasonable care and skill.

15.3. In the absence of specific instructions from the Client to MLA:

15.3.1. it shall be in the reasonable discretion of MLA to decide at what time to perform or to procure the performance of any acts which may be necessary for the performance of the Services;

15.3.2. MLA shall have an absolute discretion to determine the means and procedure to be followed by it in performing the Services.

15.4. The Client warrants that all instructions and information provided to MLA in respect of the Commodity and/or the Services, including that contained in the Transport Documents, is complete, accurate and true. If any of the information provided to MLA changes at any time, the Client must promptly notify MLA thereof in writing and is responsible for all the consequences of that change including any increase in the Rate Schedule or other related or abortive costs.

16. GENERAL

16.1. MLA is not responsible, or liable, for any differences or discrepancies within the Stock Loss Tolerance specified in the Order Confirmation.

16.2. Notwithstanding any representations made by MLA regarding any times or delivery dates for performance by MLA, these times and delivery dates are estimates only, and time shall not be of the essence in the rendering of Services by MLA. Any delay in MLA performing any of its obligations will not entitle the Client to cancel any contract or to claim damages from MLA.

16.3. The Client shall, in all instances, be liable for and make prompt payment of any duties, taxes, imposts, levies, deposits or out-lays of whatsoever nature payable at any time to any authority, intermediary or other party in connection with the Commodity. The Client indemnifies MLA for all such costs.

16.4. The Client agrees that MLA may, for its own quality control purposes, sample and test the Commodity at such intervals and in such manner as it determines necessary. The Client acknowledges that:

16.4.1. the results and reports prepared pursuant to such sampling are prepared for the sole benefit of MLA and the Client is not entitled to be provided with such results and reports; and

16.4.2. the Client remains responsible for conducting its own sampling and testing, which does not form part of the Services.

16.5. In the event that the Client does not furnish MLA with information pertaining to the Commodity, such knowledge is not imputed to MLA on the basis of prior dealings with the Client in respect of the same commodity.

16.6. MLA is not obliged to count, inspect, examine or procure the sampling of any Commodity in respect of which it provides the Services. If MLA agrees to count, inspect or examine any Commodity, it will not be liable for any error in such counting, inspection or examination and such service will be charged for separately from the Rate Schedule in the Order Confirmation.

16.7. In the event that the Client requests MLA to issue a holding certificate in respect of the Commodity, the Client acknowledges that the terms thereof shall be subject to the STCs and that the signature thereof shall not undermine any of MLA's rights hereunder.

17. DANGEROUS OR HAZARDOUS GOODS

17.1. The Client shall obtain in advance MLA's specific written consent to accept into its possession or control any Dangerous Goods.

17.2. The Client warrants that such Dangerous Goods, and the receptacle or covering of such Dangerous Goods, will comply with any applicable laws, regulations or requirement of any authority or carrier and that the nature and characteristics of such Dangerous Goods and all other data required by such laws, regulations or requirements will be prominently and clearly marked on the outside cover of such Dangerous Goods.

17.3. If any Dangerous Goods are delivered to MLA, whether or not in breach of the provisions of clause 17.2 and such Dangerous Goods may pose, as reasonably determined in the sole and absolute discretion of MLA, a risk to other goods, property, life or health, after providing notification to the Client, the Goods may be destroyed, disposed of abandoned or rendered harmless or otherwise dealt with at the risk and expense of the Client and without MLA being liable for any compensation to the Client or any other party, and without prejudice to MLA's rights to recover its charges and/or fees, including the costs of such destruction, disposal, abandonment or rendering harmless or other dealing with the Dangerous Goods.

17.4. The Client indemnifies MLA and holds it harmless against all loss, liability, damage or expense of whatsoever nature and howsoever arising from the rendering of Services in relation to Dangerous Goods.

17.5. MLA shall not be obliged to accept into its possession or control, or provide the Services in respect of, any Commodity which, in its sole and absolute discretion, is unsuitable, unacceptable, illegal or will pose a risk to property of MLA or third parties.

18. ABANDONED COMMODITY

18.1. MLA may store any Abandoned Commodity or any part thereof, at the risk and cost of the Client.

18.2. MLA shall be entitled in respect of any Abandoned Commodity, without any liability and in its sole and absolute discretion, to:

18.2.1. may sell it in accordance with clause 19; or

18.2.2. abandon it to Customs or any third party; or

18.2.3. arrange for the removal thereof to any other storage location

at the Client's risk and cost.

18.3. Where any credit has been provided by MLA in respect of the rendering of Services pertaining to an Abandoned Commodity, all amounts due by the Client shall become immediately due and payable to MLA when the Commodity becomes an Abandoned Commodity.

19. LIEN AND SALE OF COMMODITY TO DEFRAY EXPENSES

19.1. MLA is entitled to exercise a general and special lien or pledge over the Commodity, including the Transport Documents, for all amounts which are due to MLA.

19.2. Without prejudice to MLA's other rights, MLA shall be entitled, on written notice to the Client, to sell such Commodity by public auction or private treaty, with or without a court order authorising MLA to do so:

19.2.1. if the Client commits an Act of Insolvency; and/or

19.2.2. in the event of non-payment of any monies due to MLA.

19.3. The proceeds of any sale undertaken by MLA in terms of clause 19.2 less the costs which MLA incurs in respect of such sale, will be applied to reduce or settle any amounts due to MLA, including interest and costs.

19.4. If, after the Commodity has been sold:

19.4.1. there is any amount still owing to MLA, MLA may recover such amount from the Client; or

19.4.2. MLA recovers more than the amount required to settle the amount which it owes to MLA for the Services, MLA will refund to the Client such excess.

20. INSURANCE

20.1. Neither MLA, nor its Subcontractors, shall be obliged in their own name or in the Client's name, to procure insurance over the Commodity for the period during which the Services are rendered.

20.2. The Client is obliged to procure appropriate insurance over the Commodity on an "all-risks" basis in relation to the transportation and warehousing of the Commodity, including any extended storage periods.

20.3. Either Party may be entitled to request a summary of insurance cover held by the other Party in relation to the Commodity or in relation to any liabilities arising out of or relating to the Commodity and such summary shall be provided by the other Party.

21. CLAIMS

21.1. Should any event occur which may give rise to a claim against MLA, the Client must immediately notify MLA in writing and provide MLA with the full details of such claim, including, where applicable, the details of the Subcontractor, the driver, the applicable vehicle registration number.

21.2. Any claim against MLA shall become time-barred if legal proceedings in respect thereof are not instituted by the Client within one (1) year of the date of delivery of the Commodity by MLA, or the date upon which delivery of the Commodity by MLA ought to have been affected.

21.3. Any claim made against MLA for loss of or damage to the Commodity shall be quantified with reference to the value of the Commodity at the Collection Point, plus any applicable transport and related cost. The Client shall provide MLA with all supporting documentation evidencing the actual loss alleged to have been suffered by the Client.

22. EXCLUSION OF LIABILITY

22.1. MLA will not bear any risk in and to the Commodity, and the Services shall be rendered at the Client's sole risk.

22.2. In no circumstances shall MLA be liable to the Client for any direct or indirect damages or loss or special or consequential damages, including loss or damages arising from:

22.2.1. loss, theft, damage, contamination, deterioration, admixture, settling of dust or other damage to the Commodity, howsoever arising;

22.2.2. a breach of the terms of the Order Confirmation or the STCs by MLA or its employees, agents and/or Subcontractors; and

22.2.3. negligence, fraud, theft or dishonesty of MLA's Personnel.

23. LIMITATION OF LIABILITY

23.1. In the event of any liability of MLA to the Client being established, any such liability shall not exceed:

23.1.1. in the case of, loss of or damage to the Commodity, the lesser of:

23.1.1.1. the value of the Commodity lost or damaged; or

23.1.1.2. R10 million per event;

23.1.2. in respect of all other loss or damages, double the charges raised by MLA in respect of the Services in relation to the applicable Commodity, excluding the fees of any Subcontractor appointed by MLA.

24. INDEMNITY

24.1. Without prejudice to MLA's rights, the Client indemnifies and holds MLA harmless against liabilities and damages, costs and expenses arising directly or indirectly from the provision of the Services, including but not limited to:

24.1.1. the Client's express or implied instructions or the implementation thereof by or on behalf of or at the instance of MLA in relation to the Services;

24.1.2. any warranty given to MLA by the Client being untrue or incorrect;

24.1.3. any negligent act or omission of the Client or any person acting on its behalf;

24.1.4. the failure of the Client to provide appropriate oversight, controls and management at the Collection Point and/or the Delivery Point, including security, access control and sampling procedures;

24.1.5. any breach by the Client of the terms of the Order Confirmation or the STCs;

24.1.6. the provision or recordal by the Client of the incorrect weight, measurement, contents, quality, defects or description of any Commodity;

24.1.7. the loading or unloading of the Commodity by any person other than MLA, its employees, agents or subcontractors;

24.1.8. the failure by the Client to have any samples collected by an accredited assayer;

24.1.9. the condition or type of the Commodity on collection from the Collection Point and/or on delivery at the Delivery Point;

24.1.10. airborne dust or pollution caused by the Commodity;

24.1.11. damage to any port infrastructure or loading apparatus caused by the Commodity or the Vessel;

24.1.12. fines, penalties, detention, demurrage, short shipment and dead freight charges arising for any reason, including unsafe loading or overloading of any conveyance;

24.1.13. MLA complying with the requirements of any governmental authority with regard to the Commodity or the rendering of Services; and

24.1.14. any claim by any other third party including the South African Revenue Service, Transnet National Ports Authority or any other lawful authority in relation to the Services.

25. FORCE MAJEURE

25.1. For the purposes of this agreement, a "Force Majeure event" will mean an event which prevents the rendering of Services beyond the reasonable control of MLA (including its Subcontractors) and which cannot reasonably be overcome, including but not limited to:

25.1.1. war, whether declared or not, civil war, civil violence, civil unrest, riots and revolutions, acts of piracy, and acts of sabotage including temporary or permanent closure of borders;

25.1.2. natural disasters such as violent storms, cyclones, earthquakes, tidal waves, floods, and destruction by lightning;

25.1.3. pandemic, including any measures taken in response to a pandemic by private or governmental institutions;

25.1.4. explosions, fires, unforeseen breakdown or destruction of machinery, and any kind of installations including loading apparatus;

25.1.5. boycotts, strikes, and lockouts of all kinds, go-slows, occupation of factories and premises, and work stoppages;

25.1.6. interruption in the supply of utilities and/or municipal services; and

25.1.7. damage, destruction and/or prevention of access to and use of road, rail or port infrastructure, howsoever arising;

25.1.8. curfews in or restrictions on travel within the areas in which the Services are to be rendered;

25.1.9. a decision or act of any port, railway, any sphere of government or other organ of state.

25.2. If MLA is prevented or restricted directly from carrying out all or any of its obligations under this agreement by a force majeure event, this clause 24 will apply and it will not be deemed to be in breach of this agreement.

25.3. If MLA is prevented or delayed in the performance of any of its obligations under this agreement by a force majeure event, it must with 3 (three) business days of becoming aware of the force majeure event notify the Client specifying the nature and extent of the circumstances giving rise to the force majeure event.

25.4. MLA will have no liability in respect of the performance of such of its obligations as are directly prevented by the force majeure event(s) during the continuation of such event(s), and for such time after they cease as is reasonably necessary for that party to begin re-performing the affected obligation.

25.5. MLA will use all reasonable endeavours both to notify the Client of the end of the force majeure event and to recommence its affected operations as soon as reasonably practicable in order for it to perform its obligations under this agreement.

25.6. The parties agree that, should the force majeure event last more than 1 (one) month, then MLA may terminate this agreement by giving 14 (fourteen) days' written notice to the Client.

25.7. It is agreed that any failure of the Client to make payment when due does not constitute a force majeure, whatever the cause of such failure.

26. CONFIDENTIAL INFORMATION, NON-CIRCUMVENTION AND RESTRAINT

The Client agrees:

26.1. that the contents of this agreement and/or any other information disclosed to it by MLA which information may reasonably be regarded as confidential and being information that is not in the public domain shall be considered as confidential information and shall not be used by and/or disclosed to any other party without the written consent of MLA; and

26.2. that it shall not directly or indirectly through any third party or internally through its own representatives, shareholders, employees, agents or subcontractors exploit any confidential information and/or solicit or seek to exploit any business, vendor, Subcontractor or customer relationship disclosed to it by MLA.

27. SEVERABILITY

If any provision of the Order Confirmation or the STCs is unenforceable, such provision must be disregarded and full effect must be given to the remaining provisions specified in the Order Confirmation and the STCs.

28. DISPUTE RESOLUTION

28.1. This clause, including its subclauses (**the Clause**), constitutes an agreement of indefinite duration, independent of the contract or other document in which it is contained, referred to or incorporated (**the Contract**) and it supersedes any other dispute resolution process agreed or otherwise applicable between the Parties.

29. Any dispute, controversy or claim between any of the parties, howsoever arising out of or in connection with the Contract or the Clause, or the breach, termination or validity of the Contract or the Clause, either during the currency or after the completion, expiration, termination or cancellation thereof, and irrespective of whether the dispute is of a contractual, delictual or any other nature shall, unless precluded by law, be determined on arbitration by a tribunal comprising a Fellow or Fellows of the Association of Arbitrators (Southern Africa) NPC (**the Association**), appointed as such by the Association on application by either of the Parties.

29.1.1. The arbitral referral, the appointment of the tribunal, the conduct of the arbitral proceedings, the law applicable to the arbitration, the juridical seat and the place of the arbitration and, without limitation, all things relating to or arising from any of the aforesaid, shall be governed by such edition of the Standard Procedure Rules for the Conduct of Arbitrations of the Association current at the time of appointment of the arbitrator.

30. JURISDICTION

The parties agree that any legal proceedings against MLA shall be instituted in the Gauteng Local Division of the High Court of South Africa, Johannesburg, or any other High Court in South Africa having jurisdiction.

31. NOTICES AND ADDRESSES FOR SERVICE

Any notice or communication in terms of the STCs must be in writing to be effective and must be sent by email or by hand to the parties' respective email and physical addresses set out in the Order Confirmation, which physical addresses the parties select as their respective *domicilium citandi et executandi*.

32. COSTS AND EXPENSES

MLA may recover from the Client on demand, all costs and expenses which MLA incurs in providing the Services to the Client, including any legal costs incurred by MLA in instructing an attorney regarding the Client's non-compliance or breach of the Order Confirmation or the STCs, on an attorney and own client scale, including collection commission, and such penalties and fines for which the Client is liable in terms of these STCs.

The Standard Terms and Conditions is accepted at _____on this _____ day of_____ 20_____ on behalf of _____.

Signed: _____

Full Name: _____

Capacity: _____

Rev	Date	Indicate	Nature of change	
		Add / Delete / Replace	Describe in a bit more detail what changed	Page No
00	2026-11-02	Newly created IMS Operating Procedure		