

DEM – Deutsche E Metalle AG - SPECIAL CONDITIONS TO THE PURCHASE ORDER

(as of December, 2021)

Special Conditions to the Purchase Order

These Special Conditions form an integral part of the Purchase Order and take Precedence over the DEM General Terms and Conditions.

1. Suppliers' Personnel

1.1. The Supplier shall be responsible for all costs, expenses and logistical arrangements necessary for transporting the Suppliers' Employees from their point of origin to the to the Site and back to their point of origin.

1.2 The Supplier shall ensure that its personnel have the requisite skill, knowledge and experience to carry out the Services.

1.3 All Supplier's Personnel on Site must successfully attend DEM's full Induction Programme, as conducted by the DEM's HSE Department, prior to the commencement of operations. DEM's Induction Programme attendance should be co-ordinated directly with the DEM's HSE Department.

2. Subcontractors

The Supplier may retain, as applicable and subject to DEM's prior written approval, the services of subcontractor(s) for the purpose of performing the Services and the Works. The Supplier acknowledges that it is responsible for supervising and managing such subcontractor(s), and is responsible and shall remain liable for the quality of the work performed by any such subcontractor(s) and all actions taken by the subcontractor(s) on the Project Site, the Camp and/or in relation to the Works and that the above shall apply equally to Subcontractor and their Personnel

3. Representations, Warranties and Undertakings of the Supplier

The Supplier represents, warrants and undertakes to DEM that:

- a it will use its best endeavours to protect the interests of DEM during the term of this Agreement;
- b it will not do or omit to do any act the doing of which or the omission of which would or might cause the Supplier to be in breach of this Agreement;
- c it will comply with the requirements specified in the Scope of Works and will provide the Services with the care, skill and diligence required in accordance with the best practice in the Supplier's industry, profession or trade;
- d it will, in carrying out the Services and providing any Material, ensure that the relevant requirements of any statute, statutory instrument, order, regulation or other legislation or code or practice are complied with (including without limitation obtaining at its own cost all necessary regulatory approvals, visas, permits and licences to enable it to perform the Services) and the Supplier undertakes, at its own expense, to take such legal advice as is necessary to ensure all such legislation and codes of practice are complied with;
- e it will attend such meetings as DEM may request and the Supplier further undertakes to prepare and submit any reports or supply any information relating to the Services as may be required by DEM (by telephone if the required attendees are not in the country of the meeting location);
- f it will comply with the instructions of DEM which may be given from time to time;
- g it will keep detailed records of all activities undertaken in connection with the provision of the Services and shall at DEM's request make them available for inspection and/or provide copies thereof to DEM; and
- h it will indemnify, hold harmless and defend DEM, its directors and officers in respect of any levies, demands or claims that may be made by the relevant authorities against DEM or any

payments made by DEM in respect of tax demands or other charges or contributions relating to the provision of the Services by the Supplier.

4. Access

4.1 Access

DEM shall allow the Supplier such access to the Site and to such other DEM's premises and property as is necessary for the Supplier to carry out the Services during its normal business hours provided that the Supplier obtains all necessary permits or permissions. The Supplier shall comply with all relevant safety and security requirements and regulations for the premises and property concerned and shall at all times comply strictly with the instructions given by or on behalf of DEM from time to time in connection with such access, premises and property.

4.2 Right to Refuse Access

DEM reserves the right to refuse entry to or to require the Supplier to remove promptly personnel providing the Services or any part thereof.

5. Health and Safety

5.1 On or prior to the Mobilisation Date:

- (a) Before performing any work on site the Supplier shall submit an occupational Health, Safety & Environmental (HSE) Plan containing the following in summary form to DEM for approval:
 - i. Method Statement; with a brief description of how the works are to be performed.
 - ii. Risk Analysis; identifying any risks (e.g. working at heights or in enclosed spaces, operating machinery and power tools, handling pollutant, corrosive or toxic substances, electric installation, in or over water etc.).
 - iii. Mitigation Measures for any identified risks.
 - iv. Expatriate Personnel Folder; a folder containing passport copies (photo page only), emergency contact details, medical insurance etc.
- (b) The Supplier must ensure that adequate, competent, skilled personnel are employed full time on Site to implement the Occupational Health and Safety Plan.
- (c) All Supplier's expatriate personnel shall be vaccinated against diseases endemic to the region of the Site. A copy of all medical and vaccination results from an approved medical practitioner is to be sent to the DEM for approval prior to mobilising Supplier's Personnel to Site.
- (d) The Supplier must, in the performance of the Works:
 - i act in a skilful, diligent, workmanlike, careful, safe and proper manner; and
 - ii act in accordance with standards and practices normally exercised by a professional in the performance of the same or similar services in the same or similar industry.

6. Environmental Protection

The Supplier shall take all necessary steps to protect the environment (both on and off the **Site**) and to limit damage and nuisance to people and property resulting from pollution, noise and other results of his operations and shall indemnify DEM against any loss or damage caused by its failure to do so.

7. Relations with Local Community

The Supplier shall at all times comply with and observe the Universal Declaration on Human Rights (as declared by the United Nations). The Supplier shall not engage in direct contact with the local community around its site of work. Direct contact shall only be conducted by, through, or in the presence of the Community Relations staff of DEM. The Supplier shall immediately inform DEM of any activity which it needs to undertake in fulfilment of this Agreement and which may have an impact or effect on the local community. Such impact or effect shall be agreed in advance with the community by the Community Relations staff of DEM. The Supplier shall immediately inform the DEM of any action taken by the local community in response to its work.