

Terms Conditions

1. Scope and General Provisions

- 1.1. An order isn't binding on DRYSYS (referred to here as the "Seller" or "Supplier") unless the Seller accepts it in writing. When the Seller accepts a Buyer's purchase order, it's specifically contingent on the Buyer agreeing to the terms in this document. These general terms and conditions will take precedence over any pre-printed terms on the Buyer's own documents.
- 1.2. This document and the purchase order together form the complete agreement between the parties concerning the goods being sold. They override all previous discussions, whether spoken or written, about the same subject. The Seller's agents can't commit the Seller unless stated in writing.
- 1.3. Any changes or additions to these terms (whether in the Buyer's purchase order or other documents, including shipping papers) are explicitly rejected and won't be binding on the Seller unless the Seller acknowledges them in writing. This rejection applies even if the Buyer has specified that rejections must be clearly mentioned.
- 1.4. Conversely, if the Buyer doesn't expressly reject any or all of these general terms and conditions of sale in writing before submitting a purchase order, it implies full and unconditional acceptance of these terms, or any part not explicitly rejected, even if the Buyer's own terms and conditions state otherwise. Rejecting one or more of these conditions won't affect the validity of the rest.
- 1.5. The Seller reserves the right to update these general conditions. However, this will always be subject to prior notice and acceptance by the Buyer, within seven days before the changes take effect.
- 1.6. Should any provisions of these standard terms and conditions be deemed invalid or voidable, the validity of the remaining provisions will not be affected. In such cases, Buyer and Seller will accordingly, replace the invalid provisions with valid ones that are as similar as possible in intent.

2. Sale Orders

- 2.1. Offers from DRYSYS are only valid for a specific period and may be subject to further adjustments. The final purchase order needs to reference the offer submitted by DRYSYS and accepted by the Buyer. This final purchase order should be sent to DRYSYS's Debtors Department, who will either accept it, point out any discrepancies, or refuse all or part of the order. All customer orders must include instructions that, in the Seller's sole judgment, are necessary for the Seller to provide the goods and/or services outlined in the order. If instructions aren't provided on time or are incomplete, the Seller can increase the order's price to cover any increased costs due to the delay. The contract becomes effective once DRYSYS issues a Purchase Order Confirmation with the specific sales conditions agreed upon with the Buyer via email, postal mail, or fax.
- 2.2. Once confirmed, orders cannot be put on hold or cancelled without the Seller's written approval. The part of the price for the confirmed order paid in advance by the Buyer, in case of cancellation due to reasons beyond the control of the Seller, will not be refunded.
- 2.3. If the Seller doesn't exercise a right, it doesn't mean they're giving up that right.
- 2.4. Should there be significant changes to the Buyer's financial situation compared to when the order confirmation was sent, the Seller reserves the right to request security from the Buyer. If the Buyer doesn't guarantee payment, the Seller can withdraw from the contract and refuse delivery without any compensation.
- 2.5. If the Buyer requests changes after the Seller has sent the order confirmation, these changes need to be accepted by the Seller, and any resulting extra costs will be charged to the Buyer.
- 2.6. Significant changes to the Seller's structure, such as those due to a merger, acquisition, or division, won't be considered a breach of contract, and neither party will be entitled to terminate the agreement. The new entity will assume all rights and obligations of the Seller under the contract.

3. Limited Liability and Damages

- 3.1. The Seller's total liability for all claims arising from or related to the contract's performance or breach with the Buyer will not exceed (i) the contract price, or (ii) if the Buyer places multiple orders, the price of each specific order for claims related to that order. The Seller won't be held liable for lost profits or revenues, loss of equipment or system use, business interruption, replacement power costs, capital costs, downtime expenses, increased operating costs, any special, consequential, incidental, indirect, or punitive damages, or claims from the Buyer's customers for any of these types of damages. The Seller is not responsible for advice or assistance that falls outside the contract's defined scope of work. If the Buyer supplies the goods to a third party or uses them at a third-party facility, the Buyer must either (i) protect the Seller from and against all claims and liabilities from such third parties that exceed the limitations in this article, or (ii) require the third party to agree, for the Seller's benefit and enforceability, to all the limitations in this article. The limitations in this article apply regardless of whether a claim is based on contract, warranty, indemnity, tort/extra-contractual liability (including negligence), strict liability, or otherwise, and they will override any conflicting terms, unless those terms further restrict the Seller's liability.

4. Transfer of Risks

- 4.1. Unless explicitly stated otherwise in writing, the risks transfer to the Buyer once the goods are ready for collection by the Buyer from the Seller's plant, before loading, or in accordance with the applicable Incoterm.
- 4.2. Should the customer fail to collect the goods, the Seller may store them at the Buyer's risk and expense and, following a notification of their availability, invoice them as having been delivered.
- 4.3. Delays in inspecting materials, as per the provisions in these general conditions of sale, will not permit the Buyer to delay receiving the goods and consequently delay the transfer of risk.
- 4.4. In any case, and without prejudice to any disagreement about quantity or quality of the goods, or any other that could arise between Seller and Buyer, the goods will always be considered received and risk transferred to Buyer from the moment the goods are stored in Seller's factory, ready to be taken by the Buyer from the Seller's plant before loading.

5. Temporary Storage

- 5.1. If the Buyer requests temporary storage of goods at the Seller's facility or warehouses, this storage won't incur a cost for the Buyer for a period not exceeding 30 (thirty) days.
- 5.2. Beyond this initial period, the Buyer will be responsible for reimbursing the Seller for all pre-agreed storage costs and associated expenses.
- 5.3. Despite the above, the risk for the goods transfers to the Buyer upon delivery to the storage location, even if that location is the Seller's own plant or warehouse. In any event, the Seller won't be held responsible for any damages, costs, or expenses of any kind, however arising from or related to surface deterioration of the goods due to weather conditions.
- 5.4. Once the 30-day storage period expires, the Seller will formally notify the Buyer to collect the goods within 15 days. If the goods haven't been collected by this date, the Seller will consider them abandoned and will act as stipulated in the relevant clause.

6. Seller's Right to Assign within DRYSYS Group

- 6.1. The Seller is entitled to assign or transfer the Purchase Order to any company within the DRYSYS Group at any time. The Seller and its assignee will be jointly responsible for the Buyer's contractual claims, in particular Buyer's claims for consideration.

7. Delivery Dates

- 7.1. Delivery times provided are estimates given in good faith and are not binding. Shipping dates and schedules are quoted based on the timely and accurate receipt of raw materials that meet specifications.
- 7.2. Should the Buyer decline to collect all or part of the ordered goods, the Seller is entitled to issue an invoice for the supplied goods and store them.
- 7.3. After formally requesting the Buyer to collect the goods once the 90-day free storage period has ended, the Buyer must collect the goods within 15 days of the formal notice. The Buyer will also reimburse the Seller for all the expenses and consequences of any kind incurred by the Seller due to the storage of the goods.
- 7.4. Once that 15-day period after the formal notice has passed, the goods will be considered abandoned, and the Seller will then be entitled to either deliver, destroy, or resell them at the Buyer's expense. The Buyer waives all claims against the Seller in such a case and must secure waivers from their insurance, and any other affected entity, customer, subsidiary, or person.
- 7.5. All storage costs, government fines, tariffs, customs duties, and any other expenses arising from the Buyer's failure to collect the goods on time will be borne by the Buyer. The Buyer will also protect the Seller from any damage or loss of any kind.
- 7.6. The Seller isn't obligated to deliver the entire quantity ordered by the customer in a single shipment; partial deliveries are permitted. Each shipment is considered a separate, independent transaction and can be invoiced individually.
- 7.7. If installation of the goods is part of the agreement, the seller will inform the customer when the installed goods are ready for testing and acceptance. The customer will be invited to attend the seller's standard tests, or any tests agreed upon in the order, to confirm compliance with specifications and/or inspect the installation. If the customer's representative doesn't attend testing on the notified date, the seller's technical staff will proceed with tests following the seller's standard procedures. These tests will be considered conducted in the presence of the customer's inspector, and acceptance will then be based on the results documented in the test certificate signed by the seller.
- 7.8. Should the customer have valid reasons to reject the installed goods, they must submit a detailed written explanation to the seller within 10 days of completing the acceptance tests. The seller's sole remedy will be to correct the installation issue as soon as possible, and the relevant parts of the acceptance test will be repeated within a reasonable timeframe, following the procedures outlined above. If the seller does not receive a signed acceptance certificate from the customer or a well-reasoned rejection report within 10 days of the acceptance test completion, the installed goods will be considered accepted by the customer.
- 7.9. Any partial failure by the seller to fulfill obligations, solely attributable to the seller, allows the customer to withhold a corresponding, reasonable amount of payment. Putting any of the installed goods into operational use also signifies acceptance of those goods. Minor defects or deviations that don't impact the operational use of the installed goods should be noted in the acceptance certificate, but they won't entitle the customer to block or delay acceptance of the goods or installation. The seller commits to remedying such defects as quickly as possible, subject to the provisions of this clause.

8. Prices and Payment

- 8.1. Goods are invoiced based on the prices stated in the purchase order confirmation, which must reference the purchase order submitted by the Buyer and agreed upon by both parties.
- 8.2. Unless otherwise specified, prices are Free Carrier (FCA), ex works. Prices do not include any sales tax, value-added taxes, customs duties, or charges for insurance, tariffs associated with each order, transportation, shipping, storage, handling, or similar fees. Payment for the invoiced goods is due within 30 (thirty) days from the date the customer receives the invoice, unless other stated in the Purchase Order Confirmation.
- 8.3. Payment will be in the currency of the offer and must be made either before the goods are collected or delivered, or no later than invoice against delivery, according to the specific terms stated in

the order confirmation issued by the Seller.

- 8.4. Regardless of where the goods or documents are delivered, payment will always be made at the Seller's business location.
- 8.5. Prices are specific to the purchase order they relate to and are not binding for future or concurrent orders.
- 8.6. If payment is agreed to be made by bills of exchange, promissory notes, or checks, they will not count as payment until they are actually cashed.
- 8.7. The Buyer will not have the right to withhold payments. Offsetting counterclaims is only permitted if these counterclaims are recognized by the Seller as existing and due, or have been legally determined as binding.
- 8.8. Should the Buyer be formally declared bankrupt, or if any other insolvency situation (whether legally declared or not) significantly changes their financial standing and affects their creditworthiness, the Seller will be entitled to demand immediate payment for all delivered goods not yet paid for by the customer, without being bound by the agreed-upon dates.
- 8.9. The Seller can charge interest at two percentage points above the prevailing prime overdraft rate quoted by Standard Bank of South Africa Limited for any period during which payments are overdue.

9. Delays in Payment

- 9.1. Failure to pay an invoice by its due date represents a fundamental breach of the Buyer's contractual obligations.
- 9.2. Unless expressly agreed otherwise, and as outlined in section 8.1, payment for the order is to be settled upon delivery of goods. Any other payment arrangement (e.g., instalments) will require a written agreement from both parties, in order to avoid being considered a delay, and will be governed by that agreement.
- 9.3. If an invoice isn't paid on its due date, the Seller will be entitled to a fixed compensation of 10% of the invoice amount as a damages provision, without affecting any right to claim for additional damages, if applicable.
- 9.4. Once the Buyer has been formally asked for payment, if the debt isn't settled within eight days of receiving the request, the Seller can either take legal action against the Buyer to enforce the contract and demand immediate payment with the compensation set out in 9.3, or withdraw from the contract due to the Buyer's payment delay, and in this case, demand the return of goods as stated in 10.8 of these general conditions of sale.
- 9.5. In cases where payment by instalments is agreed, default on one instalment by the contractually agreed due date will allow the Seller to consider the contract voided by the Buyer, withdraw from it and demand early payment of the entire outstanding debt.
- 9.6. For Buyers with open accounts, if a single invoice isn't paid by its due date, and after the Buyer has been formally requested for payment and the period stated in 9.4 has expired, the Seller will be entitled to cancel the open account, withdraw from all the existing contracts between both parties, and demand early payment of all invoices for goods not yet delivered but corresponding to orders already confirmed by the customer.
- 9.7. Once payment by instalments has been agreed between both parties, the Buyer cannot fail to make the first payment and will not be entitled to cancel the order based on not fulfilling said first payment. Despite the foregoing, if the Buyer decides to cancel the order after several partial deliveries, any amount received by the Seller related to goods already delivered will remain the Seller's property and will not be subject to any claim for its return, being Seller entitled also to claim for damages and losses for said partial cancellation of the order.

10. Retention of Title

- 10.1. Goods supplied will remain the Seller's property until the customer fully meets their payment obligations as outlined above.
- 10.2. Should it be necessary to record the retention of title in a public register, or if its validity otherwise requires the Buyer's cooperation, the Buyer will approve the registration of the retention of title and unconditionally authorises DRYSYS or its legal representative to carry out the registration. Alternatively, the Buyer agrees to undertake the necessary cooperative actions. The cost of any such registration or cooperative action will be borne by the Buyer.
- 10.3. Regarding a Buyer's running account, the property to which the Seller has retained title will serve as security for the outstanding debt.
- 10.4. The Buyer is not allowed to pledge or transfer as security any goods subject to retention of title. The Buyer must immediately inform the Seller about any attachments, seizures, or other dispositions by third parties.
- 10.5. The Buyer is obligated to inform the Seller of any events that might affect the goods while they are still the Seller's property. The Buyer is also obligated to name the Seller as the beneficiary on all insurance policies covering the goods subject to retention of title.
- 10.6. The Buyer hereby transfers its claims and other rights based on such sale and retention of title agreement to the Seller. Upon the Seller's request, the Buyer must disclose this assignment to its own customers and provide the Seller with the appropriate information and necessary documents to enforce its rights against those Buyer's customers. At the request of the Seller the Buyer must notify its own customers of this assignment.
- 10.7. The total amount of claims and other rights of the Buyer assigned to the Seller and collected will be used to settle the Buyer's debt as follows: first, to cover the agreed default interest; second, to pay the agreed penalty clauses; and the remainder to pay the outstanding invoice amount.
- 10.8. Partial payments will not prevent the Seller from eventually claiming based on the agreed retention of title.
- 10.9. Should the Buyer fail to make payment as per the conditions in these general conditions of sale, the Seller will be entitled to withdraw from contract and demand the return of the goods subject to this retention of title clause, whether they are processed or not.
- 10.10. In case Seller recovers goods after being processed, and once they have been sold to a third party, Buyer shall reimburse Seller the difference between price of sale of goods before and after being processed.
- 10.11. The Buyer will not be allowed to avoid returning the supplied goods after being requested to do so by the Seller for the first time, in accordance with the agreed retention of title.
- 10.12. If the retention of title is deemed invalid in the country where the goods have been sent, then such security for the Seller's purchase price claim will be considered agreed upon, which can be validly stipulated in that country and corresponds as closely as possible to the economic intent of the retention of title. The Buyer commits to taking and performing all steps and measures that are actually or legally necessary.

11. Guarantees and Warranties

- 11.1. The Seller guarantees that goods manufactured according to Buyer's specifications will be made in line with those specifications. Such goods produced by the Seller will be free from defects in Seller-provided materials and workmanship under normal use and conditions for 12 months from the date of delivery FOB Seller's factory. The Seller does not guarantee the performance of goods manufactured to Buyer's specifications, and these goods are sold with the explicit understanding that the Seller does not warrant them fit for the Buyer's purposes.
- 11.2. The Seller warrants that goods of its own design and manufacture will perform as per the performance specifications in the Seller's quotation, provided the goods are clean and operated correctly within their stated and usual design limits.
- 11.3. The Seller's responsibility to correct faulty materials or workmanship is limited to the Seller's choice of

either repairing or replacing the defective goods or refunding or crediting the purchase price for the affected goods. No compensation will be given for repairs or alterations made by the Buyer without the Seller's prior written approval. No "in and out" charges will be allowed for the cost of removing and replacing defective goods.

- 11.4. The Seller's warranties do not cover goods needing replacement due to normal wear and tear, corrosion, or erosion.
- 11.5. These warranties will be void for any part of the goods that have been subjected to abuse, misuse, improper installation (unless installed by the Seller), incorrect operation or maintenance, accident, negligence, use other than designed or intended, or modification not specifically authorized by the Seller.
- 11.6. Unless otherwise agreed in writing by Buyer and Seller, Seller provides no warranty or representation that the goods will comply with any federal, state, or local laws, regulations, codes, or standards.
- 11.7. The warranties outlined above do not apply to products, components, accessories, parts, or attachments manufactured by other companies; these are subject to the original manufacturer's warranty, if any. Where permitted by the manufacturer's warranty, the Seller will transfer that warranty to the Buyer.
- 11.8. The Seller's warranties do not extend to Buyer's specifications relating to the goods or any goods furnished from Buyer's designated suppliers.
- 11.9. The Seller's maximum liability to the Buyer, whatever the cause, is specifically capped at the purchase price of the affected goods.
- 11.10. These warranties replace all other warranties, whether express or implied, arising by law or otherwise, including but not limited to the implied warranties of merchantability and fitness for a particular purpose, which are expressly denied and waived. These warranties are the Seller's sole and exclusive warranty for defective goods and for patent infringement, and they represent the Buyer's sole and exclusive remedy for defective goods and for patent infringement.
- 11.11. All deliveries are subject to standard accepted tolerances regarding dimensions and weight.
- 11.12. Upon delivery, the customer must inspect the goods to verify weight, length, width, and all basic product characteristics as per order confirmation, and any visible damage to the goods, or defects related to quality, quantity, or any other disagreement detectable through a reasonable check, must then be clearly noted by the customer in the goods reception documents.
- 11.13. Only complaints sent by certified letter with acknowledgment of receipt, or fax, that fully meet the conditions stated above and are received within the specified dates below, will be accepted.
- 11.14. The deadlines for complaints are as follows:
- 11.15. For all complaints regarding discrepancies between the delivery and the order concerning the quality and quantity of goods supplied: five working days from the receipt of the goods at the agreed location or, if no agreement, at the Seller's location.
- 11.16. No claims will be accepted by the Seller for any defect, deficiency, or failure of goods to meet the specific terms of the order after the date by which a reasonable inspection should have revealed such issues, but for which such inspection was not made.
- 11.17. A maximum of 12 months from delivery for complaints that cannot be identified through reasonable checks upon receipt, and which fall under the guarantee and warranties set forth in this clause.

12. Force Majeure

- 12.1. Any failure in performance by either the Seller or the Buyer will not be considered a default under this agreement, nor will it lead to any claim for damages or otherwise, if and to the extent caused by an act, event, or occurrence beyond the reasonable control of, and not resulting from the fault of, the party claiming protection under this section (a "Force Majeure" event). This includes, but is not limited to: unusually severe weather, fires, floods, earthquakes, quarantine, blockades, labour disputes, strikes, governmental authority, war, sabotage, explosions, epidemics, lightning, injunctions, insurrections, civil strife, or any other similar events. Upon the occurrence of any Force Majeure event, the affected party must (a) within four (4)

business days notify the other party of such event and (b) diligently pursue all reasonable efforts to minimize the impact of such Force Majeure event on the production or payment of goods, as applicable, and to restore that party's ability to perform hereunder. If a Force Majeure event delays the Seller's ability to perform under this agreement, the Seller will be entitled to a fair adjustment to the schedule and price.

13. Testing

- 13.1. Any testing of the goods by the Buyer will be at the Buyer's expense. Such testing must be performed when the goods are new, clean, and undamaged, before they are put into service by the Buyer, and within three months of the delivery date. A report detailing the test procedure and all results must be provided to the Seller at the Buyer's expense. All requirements regarding workmanship, material, and goods will be considered met if no contrary report is received within three months of delivery.

14. Variations

- 14.1. The Seller isn't obligated to accept or act on any changes, modifications, or additions to the customer's original instructions if these were given after the Seller had already accepted the customer's order. No changes or additions to these terms and conditions will be effective unless they are put in writing and signed by both the seller and the customer.

15. Installation

- 15.1. If installation of the goods is agreed upon, the following provisions will apply, and the seller's price will be based on the customer fulfilling these provisions or covering their expense.
- 15.2. The provision of adequate and lockable storage on or near the installation site for the goods to be supplied, ensuring they are protected against theft, damage, or deterioration.
- 15.3. Any item lost or damaged during the storage period will be repaired or replaced at the customer's cost.
- 15.4. The timely completion of preparatory works at the customer's sole expense and risk, in accordance with the requirements the seller will communicate in due time; the site preparation must comply with all safety, electrical, and building codes relevant to the equipment and its installation. The sufficiency of such plans and specifications, especially including, but not limited to, the accuracy of dimensions, will be the customer's sole responsibility.
- 15.5. The installation site must be made available to the seller without obstacles and in a timely manner to allow the seller to begin installation work on the scheduled date.
- 15.6. The seller's installation personnel will not be asked to install the goods until all preparatory works have been satisfactorily completed.
- 15.7. The goods to be delivered must be available at the installation site in due time and in proper condition.
- 15.8. The timely and free provision of permits, licenses, rights of way, and other necessary authorisations from relevant authorities required for or in connection with the installation and operation of the delivered goods.
- 15.9. The timely provision of all necessary visas, entry, exit, residence, work, or any other permits for the seller's personnel, and for the import and export of tools, equipment, and materials required for the installation work and subsequent testing of the goods.
- 15.10. The availability of adequate and lockable rooms, free of charge, on or near the installation site for the seller's personnel (equipped with sanitary facilities) and for storing the seller's tools and instruments.
- 15.11. If any or all of the above provisions are not met properly or on time, or if the seller has to pause installation work and subsequent testing for reasons not attributable to the seller, the completion period will be extended accordingly. Any additional costs resulting from such extension will be borne by the customer. The seller assumes no liability and offers no warranty for the suitability or adequacy of the premises or the utilities available at the premises in which the goods are to be installed, used, or stored.

16. Proprietary Information

- 16.1. All designs, drawings, specifications, and information provided to the Buyer, directly or indirectly, are confidential.
- 16.2. All Intellectual Property Rights in, or related to, the Goods and/or Services will belong to the Seller.
- 16.3. The Buyer acknowledges that, concerning any third-party Intellectual Property Rights in the Goods and/or Services, the Buyer's use of such rights is dependent on the Seller obtaining a written license from the relevant licensor on terms that allow the Seller to license those rights to the Buyer.
- 16.4. All designs, drawings, specifications, and information used and/or provided to the Buyer during the Contract remain the exclusive property of the Seller.
- 16.5. All designs, drawings, specifications, costing, and information used and/or provided to the Prospective Buyer during the Quotation Phase for clarification and or offering an alternative solution, remain the exclusive property of the Prospective Seller. This may not be used/shared with anyone other than the person addressed on the Bid Document without written permission from the Prospective Seller.

17. Data Protection and Privacy

- 17.1. The Buyer acknowledges and agrees to the Seller's Privacy Policy, available at www.drysys.co.za/privacy-policy, which governs the collection, processing, and protection of personal data. Drysys complies with the Protection of Personal Information Act (POPIA) of South Africa and other applicable data protection laws. By engaging with the Seller's services, the Buyer consents to the collection and use of personal data as outlined in the Privacy Policy.

18. Environmental Management of Container Waste and Hazardous Waste

- 18.1. The final owner shall be responsible for the safe handling, storage, and disposal of all packaging and hazardous waste in accordance with Directive 2008/98/EC on waste (including hazardous waste), and Directive (EU) 2018/852, which amends Directive 94/62/EC on packaging and packaging waste.
- 18.2. The Seller shall not be held liable for any breach of these obligations once the goods have been delivered and accepted.
- 18.3. The Buyer shall indemnify the Seller against any claims, penalties, or liabilities arising from improper waste handling or disposal.

19. Confidential Policy

- 20.1. The Seller will keep a record of all personal data provided by customers through any means of communication, as well as all customer data obtained through legal databases.
- 20.2. The Seller will take all possible measures to ensure the confidential handling of the recorded personal information, preventing its alteration, loss, disclosure, or unauthorised access, in accordance with the law. The Buyer has the right to access, modify, or cancel any personal information supplied to the Seller by submitting a written inquiry to info@drysys.com.
- 20.3. Information provided might be used to send new offers, notifications of incidents, or commercial proposals via e-mail. Once a customer provides their e-mail address to the Seller for the first time, they are entitled to declare their refusal to continue receiving this type of information. The Seller will include instructions in e-mail messages on how to unsubscribe, should the customer later decide not to receive any more e-mails or commercial contacts.
- 20.4. The Buyer expressly authorizes the assignment of the personal information supplied to branch companies for the fulfilment of the aims directly related.

21. Health and Safety Terms and Conditions for Suppliers to Drysys

At Drysys, we uphold high health and safety standards in accordance with the Occupational Health and Safety Act No. 85 of 1993 and its Regulations, relevant Industry Standards, and Environmental Laws. We require our suppliers to maintain the same standards. The following terms apply to all suppliers working with us:

21.1. Legal Compliance

- Suppliers must comply with all applicable Laws, Acts, Regulations, and Industry Standards in line with their scope of work.
- Suppliers must maintain valid certifications, permits, and licenses required for their operations.
- Suppliers must adhere to any additional Drysys Health and Safety requirements, as agreed upon through a Section 37(2) Agreement. This agreement outlines legal responsibilities.
- Drysys Client Health and Safety requirements must be followed and will be shared by Drysys with the relevant Suppliers.

21.2. Workplace Safety

- Suppliers must maintain up-to-date health and safety documentation, treating it as live documentation to allow for continuous improvement and change as the project commences.
- Competent and experienced supervision must be present on-site, actively overseeing work and ensuring adherence to safety protocols.
- Proper safety measures, including the use of required Personal Protective Equipment (PPE), must always be implemented.
- Work areas must remain hazard-free, with appropriate signage and safety protocols in place.
- Suppliers are responsible for continuous housekeeping to maintain a safe working environment.

21.3. Hazard Identification & Reporting

- Suppliers must immediately report all identified safety hazards or incidents to Drysys' Health and Safety Department.
- Suppliers must conduct regular risk assessments, ensuring they are project-specific and effectively address potential workplace hazards.

21.4. Training & Competency

- All personnel must receive health and safety training, ensuring they are competent in safe handling, operational procedures, and emergency response.
- Suppliers must provide proof of training certifications upon request.

21.5. Incident Management & Reporting

- All accidents, injuries, or safety incidents related to Drysys operations must be reported immediately or before the end of the shift.
- Suppliers must fully cooperate with incident investigations and implement corrective actions as required.

21.6. Environmental Responsibility

- Suppliers must adhere to sustainable practices, including proper waste management, pollution control, and resource conservation, to minimise environmental risks.

21.7. Compliance Audits and Inspections

- Drysys reserves the right to conduct audits and inspections to verify Supplier compliance with Health and Safety requirements.
- Audits and inspections will be conducted only in the presence of a supplier representative.
- Suppliers must provide full access to relevant records and documentation upon request.
- If uncertainties arise regarding Health and Safety Requirements, Suppliers must consult Drysys' Health and Safety Department before commencing work.

21.8. Non-Compliance & Consequences

- Failure to comply with these Health and Safety terms and conditions may result in:
- Corrective action requirements
- Financial penalties

- Contract suspension or termination

Legal action if non-compliance results in harm or damage