



HULAMIN

CODE OF CONDUCT FOR SUPPLIERS AND SERVICE PROVIDERS

Document No: GP003

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Author	Reviewed
<i>Company Secretary W Fitchat</i>	Transformation, Social and Ethics Committee: <u>10 October 2018</u>
<i>Responsible Executive: Group Executive: Strategy and Supply Chain</i>	Board: <u>25 October 2018</u>

1. Unless otherwise required or prohibited by applicable laws, the Supplier warrants, to the best of its knowledge that in relation to the performance of its obligations to Hulam Operations Proprietary Limited and or any subsidiaries of Hulam Operations Proprietary Limited, hereafter referred to as Hulam:
 - 1.1. it does not employ, engage or otherwise use any child labour;
 - 1.2. it does not use forced labour in any form (prison, indentured, bonded or otherwise) and its employees are not required to lodge deposits on starting work;
 - 1.3. it provides a safe and healthy workplace, presenting no hazards to its employees. Any housing provided by the Supplier to its employees is safe for habitation. The Supplier provides access to proper sanitation, clean water, food, and emergency healthcare to its employees in the event of accidents or incidents at the Supplier's workplace;
 - 1.4. it does not discriminate against any employees on any ground (including race, sexual orientation, religion, disability or gender);
 - 1.5. it does not engage in or support the use of corporal punishment, mental, physical, sexual or verbal abuse and does not use cruel or abusive disciplinary practices in the workplace;
 - 1.6. it pays each employee at least the statutory minimum wage, or a fair representation of the prevailing industry wage, (whichever is the higher) and provides each employee with all legally mandated benefits;
 - 1.7. it complies with the laws on working hours and employment rights in the countries in which it operates;
 - 1.8. it is respectful of its employees right to join and form independent trade unions and freedom of association.

2. The Supplier agrees that it is responsible for controlling its own supply chain and that it shall encourage compliance with ethical standards and human rights by any subsequent supplier of goods and services that are used by the Supplier when performing its obligations to Hulam. Contravention of any of the above stated ethical standards by the supplier, or within the supplier's supply chain with the supplier being aware of this, will result in the supplier being in breach of any supply or services contract of whatever nature with Hulam and Hulam reserves all rights, including the right to summarily terminate the agreement

and where Supplier actions are deemed to be illegal' report the matter to the most appropriate authorities.

3. The Supplier:
 - 3.1. agrees that it is responsible for conducting its business in compliance with applicable environmental laws and regulations when performing its obligations to Hulamin Limited; and
 - 3.2. shall ensure that:
 - 3.2.1. it conducts its business in an environmentally conscious manner and insofar as is feasible from renewable resources; and
 - 3.2.2. it minimizes the resources used and waste generated by it.
4. The Supplier shall ensure that it has ethical and human rights policies and an appropriate complaints procedure to deal with any breaches of such policies. In the case of any complaints, the Supplier shall report the alleged complaint and proposed remedy to Hulamin.
5. The Supplier will not, directly or indirectly, make any payment, offer or promise to make any payment or transfer of anything of value to:
 - 5.1. any government official, or to any political party or any candidate for political office, with the purpose of influencing decisions favourable to the Supplier and/or its business in contravention of applicable laws; and/or
 - 5.2. any employee of Hulamin, other than *bona fide* gifts which individually or cumulatively do not exceed the value of R500,00 (Five Hundred South African Rands) in any consecutive twelve months period. This may take the form of corporate branded stationery, an invitation to a sports event provided that no transportation and or accommodation is offered or paid for by the supplier or the occasional meal while engaged in business discussions.
 - 5.3. entertain any request by a Hulamin employee for a donation of any kind to a school, church, sports club event, a charity, or any other societal entity unless the employee provides an original letter signed by the CEO of Hulamin permitting such a request.
 - 5.4. the Hulamin agent during a closed Request for Quotation/Proposal/Information or bidding process as this is strictly prohibited. The supplier will not attempt to make

direct contact with the Hulamín agent during any such closed bidding process, and may only communicate via the stated email address in the Hulamín enquiry document. The Hulamín agent will respond from that email address to queries or questions within the timeframe stated in the enquiry document.

6. Furthermore, the Supplier will not:
 - 6.1 engage with a Hulamín employee, or employees, socially at the supplier's premises where such social event is limited to and directed at Hulamín employees only.
 - 6.2 run a raffle to win supplier sponsored gifts if Hulamín employees are present at a Supplier function.
 - 6.3 supply to any Hulamín employee any form of alcohol. This is not deemed to be an appropriate or suitable gift.
 - 6.4 supply to a Hulamín employee gift vouchers/cards or cash vouchers/cards. This is not appropriate under any circumstances and will be taken to be bribery or an attempt at bribery.

Note: Hulamín employees must abide by a Code of Conduct that requires of them to report and register with the Company Secretary any gift exceeding R500,00, or that could be reasonably deemed to exceed R500,00.

6. Contravention by the supplier, the supplier's representatives and/or agents and/or the Hulamín employee together with the supplier will be a breach of this code of conduct and will result in the supplier being in breach of any supply or services contract of whatever nature with Hulamín, and Hulamín reserves all its rights including the right to summarily terminate the agreement, and where illegal, to report the matter to the most appropriate authorities. Depending on the severity of the breach, the supplier may also be blacklisted from doing business with Hulamín for a specified duration, or permanently. In such instances the Owner(s), Directors, Senior Managers of the supplier will also be blacklisted in their personal capacity. This is necessary to avoid the individuals concerned attempting to re-establish commercial dealings with Hulamín in some other form, guise or entity.
7. A supplier may not render services or supply goods to Hulamín without an official order number and order document being communicated prior to the rendering of services or the supply of goods. The only exception to this rule is where a plant breakdown has occurred out

of regular office hours and this exception will only be accepted by Hulamin if the rendering of services or the supply of goods is communicated in writing, preferably by email, to the Hulamin Buyer with which the supplier normally engages, or to the email address procurement@hulamin.co.za. The communication needs to take place on the next working day after which such a service was rendered.

8. By agreeing to uplift plant components for repair such as (but not limited to) motors, pumps, hydraulic cylinders, and being provided with an official gate release to do so does not constitute an order to proceed with repairs to the plant component unless it is in a breakdown situation as stated in point 7, above. By agreeing to uplift the item, the supplier is agreeing to “strip and quote” for the repair of the item and will be reasonably compensated for doing so. Further, the supplier is agreeing to permit other suppliers, selected at Hulamin’s sole discretion, to view the stripped component at the supplier’s premises and to submit their own bids to Hulamin for the repair thereof.
9. The Supplier will not, directly or indirectly, undertake any act or omission, whether alone or together with any other person or entity, which may contravene any applicable competition/anti-trust legislation, regulations and/or rules.
10. To the extent to which the Supplier undertakes its business activities in the Republic of South Africa, it shall comply with Broad-Based Black Economic Empowerment (“BBBEE”) legislation and policies.
11. To the extent that any Supplier undertakes its business activities in or may be required to perform any on site function in the Republic of South Africa it shall do so in compliance with the conditions of the **Occupational Health and Safety** Act, No. 181 Of 1993 as amended from time to time and any other relevant legislation.
12. This Code of Conduct for Suppliers and Service Providers is downloadable from www.hulamin.com

13. By signing this Code of Conduct for Suppliers and Service Providers the Representative of the Supplier warrants that the Supplier or Service Provider is compliant with the Code and that going forward the Supplier will, while having a commercial relationship of any nature with Hulamin, remain in full compliance of this Code.

For and on behalf of the Supplier
(Being Duly Authorised)

Date

Name (Printed Letters)

Designation

Supplier Trading Name

Registration Number

14. Review of the Policy

The Transformation, Social and Ethics Committee will review this Code, as appropriate, to ensure the effectiveness of this Code. The Transformation, Social and Ethics Committee will discuss any revisions that may be required and approve and recommend any such revisions to the Board for consideration and authorisation.

15. Policy Governance

Policy Sponsor: Chairman of the Hulamin Limited Board

Date Authorised by the Board: 25 October 2018

Date reviewed/approved by the Transformation, Social and Ethics Committee:
10 September 2018

Version No. 03

Last Revision Date: November 2017

Responsibility for document management: Hulamin Limited Secretariat