



**SERVICE LEVEL AGREEMENT**

between

**SHAFT SINKERS (PTY) LTD**  
and

**ENSA ENVIRONMENTAL SOUTH AFRICA (PTY)LTD**

**NOW THEREFORE IT IS AGREED THAT:**

**1. INTERPRETATION**

- 1.1 In this Agreement:
- 1.1.1 clause headings to the clauses of this Agreement are inserted for reference purposes only and shall in no way govern or effect the interpretation thereof;
  - 1.1.2 the Parties shall, unless the context requires otherwise, be referred to by their definitions as defined in the heading of this Agreement;
  - 1.1.3 references to any gender includes the other genders;
  - 1.1.4 references to the singular, where applicable, include the plural and vice versa;
  - 1.1.6 if any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the body of this Agreement;
  - 1.1.7 if figures are referred to in numerals and words, the words shall prevail in the event of any conflict between the two.
  - 1.1.8 expressions defined in this Agreement shall bear the same meanings in the, schedules or Annexures to this Agreement, which do not themselves contain their own definitions;

1.1.9 where business days are prescribed, it shall consist of days exclusive of Saturdays, Sundays and Public Holidays in the Republic of South Africa and shall be reckoned exclusively of the first and inclusively of the last day.

1.1.10 where the day upon or by which any act is required to be performed is not a business day, the Parties shall be deemed to have intended such act to be performed upon or by the first business day thereafter.

1.1.11 all schedules and Annexures to the Agreement shall be deemed to be incorporated herein and shall form an integral part hereof.

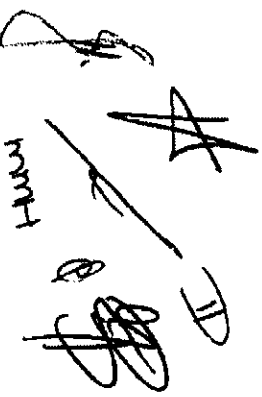
1.1.12 In the event of a word or expression not being defined in this Agreement, the schedules and Annexures thereto, such word or expression shall have the meaning assigned thereto by the relevant statute or enactment applicable in terms of South African law.

1.1.13 This Agreement, any schedules or Annexures thereto constitute the entire Agreement between the Parties in relation to the subject matter hereof, and supercedes any prior or contemporaneous oral or written agreements, communications, representations and negotiations between the Parties prior to the commencement date of the Contract Term;

1.1.14 The Parties anticipate that Services may from time to time be delivered pursuant to a Contractor Document, and that such Contractor Document may contain terms and conditions that are different from, or in addition to, the terms and conditions of this Agreement. Unless otherwise agreed between the Parties and reduced to writing, **SHAFT SINKERS** expressly rejects all proposed terms and conditions contained in such Contractor Documents, regardless of the date of receipt of such Contractor Document;

**2. DEFINITIONS AND TERMINOLOGY**

2.1 The following terms shall have the meanings assigned to them hereunder and cognate expressions shall have corresponding meanings:

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- 2.1.1 "Agreement" Means this Agreement and all the accompanying schedules and annexures;
- 2.1.2 "Commencement Date" Means the date of commencement as stipulated in the Agreement notwithstanding the date of signature hereof;
- 2.1.3 "Employees" Means the Employees appointed and utilised by the Contractor to perform the Services;
- 2.1.5 Equipment Means the equipment used by the Contractor to perform its obligations in terms of the Agreement;
- 2.1.6 "Services Site" Means the location or locations where the Services are to be rendered for and on behalf of **SHAFT SINKERS** and as identified in the Order;
- 2.1.7 "Parties" Means **SHAFT SINKERS** and the Contractor;
- 2.1.8 "Party" Means **SHAFT SINKERS** or the Contractor;
- 2.1.9 "Services" Means the Services to be rendered by the Contractor to **SHAFT SINKERS** as more fully described in the Annexure;
- 2.10 "Sub-contractor" Means any Sub-contractor appointed by the Contractor to perform any part of the Services;
- 2.11 "Order" Means the official Order placed by **SHAFT SINKERS** on the Contractor identified in such document setting forth the nature of the Services to be rendered by the Contractor subject to the terms and conditions contained in this Agreement.

3. **FUNDAMENTAL PRINCIPLES OF UNDERSTANDING**

- 3.1 **SHAFT SINKERS** is desirous to appoint the Contractor to render the Services at the Services Site and the Contractor is willing and able to accept such appointment, subject to the terms and conditions set out in this Agreement.
- 3.2 The appointment of the Contractor shall commence on the Commencement Date.
- 3.3 The Parties are desirous to record their agreement in writing, which Agreement shall comprise the following parts:

- 3.3.1 Part A: Scope of this Agreement;
- 3.3.2 Part B: Fees, Adjustments and Payments;
- 3.3.3 Part C: General Terms and Conditions of this Agreement;

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**PART A : SCOPE OF THIS AGREEMENT**

**1. SERVICES**

1.1 **SHAFT SINKERS** hereby appoints the Contractor and the Contractor accepts such appointment to perform the Services at its facility at *Airports Leuvenkop Site in the North West Province*, subject to the terms and conditions of this Agreement

1.2 The Contractor undertakes to provide the Services. The Contractor further undertakes to do and perform all other acts or things required, mentioned or described in this Agreement and in the Proposal 11/01818A/M/1 dated 29 August 2011, or which may be reasonably necessary in connection with the provision of the Services, efficiently and without interruption.

**2. DURATION**

2.1 This Agreement will commence on the Commencement Date and will continue to be in force for an initial period of 6 months where after it will be subject for review.

Commencement date will be: 1 November 2011

**3. DESCRIPTION OF SERVICES**

The ambit of the Services to be rendered by the Contractor to **SHAFT SINKERS** in terms of this Agreement shall include all the Services as described in Appendix A for services hereto.

**PART B : FEES, ADJUSTMENTS AND PAYMENTS**

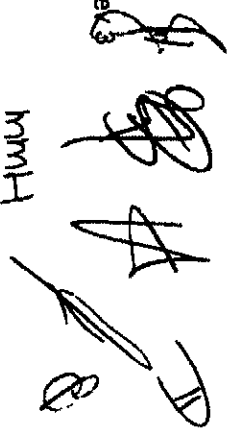
**1. FEES**

1.1 The Parties have agreed as follows:  
In respect of the Services rendered, **SHAFT SINKERS** shall pay the Contractor the fees as detailed in Annexure A for services hereto.

**2. PAYMENT AND INVOICING**

2.1 Original VAT invoices in respect of the Services rendered will be dispatched to **SHAFT SINKERS** by the Contractor during the duration of this Agreement and such invoices will be addressed to the address as stipulated in the Order.

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- 2.2 Payments due to the Contractor shall be dispatched by **SHAFT SINKERS** in accordance with the payment terms as stipulated in the Order.
- 2.3 Payments due by the Contractor shall be dispatched by **ENSA ENVIRONMENTAL** in accordance with the payment terms as stipulated in the Invoice within 7 working days of presentation of the invoice.

No cash or cash equivalents may be made / offered in lieu of payment. No set off will be allowed. Refer Annexure B.

**PART C: GENERAL TERMS AND CONDITIONS**

**1. EQUIPMENT**

- 1.1 The Contractor shall at all times have the necessary Equipment available to perform the Services and must ensure that the servicing of the Equipment is coordinated with **SHAFT SINKERS's** planned maintenance schedule and downtime, or otherwise with the written consent of **SHAFT SINKERS**.
- 1.2 The Contractor shall at all times be obliged to provide suitable Equipment and to maintain such Equipment, necessary to give effect to the terms and conditions of this Agreement.
- 1.3 The Contractor shall be liable to arrange for suitable Insurance for the repair or replacement of damaged, lost or stolen Equipment and **SHAFT SINKERS** shall have no liabilities in this regard.

**2. OFFICES AND MAINTENANCE AREAS**

No office, maintenance workshop or related space will be provided by **SHAFT SINKERS** to the Contractor at the **Services Site**, unless otherwise agreed in writing by **SHAFT SINKERS** and the Contractor.

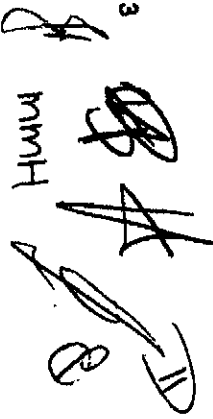
**3. CONTRACTOR'S OBLIGATIONS**

The Contractor shall perform all the obligations as stipulated in the Annexure attached.

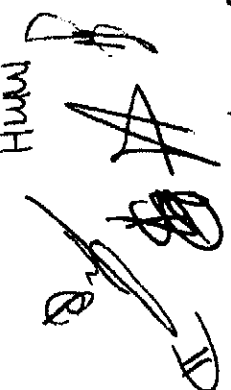
**4. VARIATION OF AGREEMENT**

- 4.1 The Parties acknowledge that, except where the contrary is expressly stated, the cost for performing the Services is for the Contractor's account

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 mmH

- 4.2 The Contractor acknowledges that it has satisfied itself as to all the stipulations, conditions and circumstances affecting the execution of this Agreement and the fees payable by **SHAFT SINKERS**. These include the general circumstances of the **Services Site** where the Contractor is to execute its obligations in terms hereof. The Contractor confirms that it has fixed the fees for the Services in accordance with the aforesaid stipulations, conditions, circumstances and eventualities and that it is not entitled to any additional fees beyond those provided for herein.
- 4.3 **SHAFT SINKERS** shall have the right, from time to time during the execution of this Agreement, after notice to the Contractor, to alter, amend, omit, add to, or otherwise vary any portion of the Contractor's general and specific duties and obligations in terms of this Agreement, without invalidating the Agreement.
- 4.4 The Contractor shall carry out such directives or amendments and be bound by the same conditions, as far as applicable, as through the said directives or amendments occurred in the Agreement. However, should such a directive or modification involve a claim for additional payment or prevent the Contractor from fulfilling any of its obligations under this Agreement, it shall before proceeding therewith, inform **SHAFT SINKERS** thereof in writing.
- 4.5 **SHAFT SINKERS** shall take a decision forthwith as to whether or not it shall proceed with the implementation of the said amendment or directive. Any difference in cost, if occasioned by any such amendment or directive, shall be added to or deducted from the fees payable by **SHAFT SINKERS** to the Contractor.
- 4.6 It is specifically recorded that the Contractor shall only be entitled to apply for such additional fees where the directive or modification does not fall within the scope of Services as set out in the Order.
5. **EMPLOYEES**
- 5.1 The number of Employees and the time needed to perform the Services in accordance with the standards and specifications as required by **SHAFT SINKERS** will be in the sole discretion of the Contractor, subject thereto that the Services will be rendered timeously
- 5.2 The Contractor undertakes to provide fully competent Employees to render the Services effectively and efficiently to ensure that no work on the **Services Site** will be delayed. The Contractor warrants that it and its Employees are capable to perform the duties and the Services and also that it and its Employees have the necessary skills, experience and knowledge to perform same. The Contractor shall, on request, supply written proof of the competency of the Employees to **SHAFT SINKERS**.



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**6. SUB-CONTRACTORS**

6.1 The Contractor shall submit in writing to **SHAFT SINKERS** for approval the names of any proposed Sub-contractor, and the Contractor shall not, without the prior written consent of **SHAFT SINKERS**, enter into any sub-contract with any person, partnership, firm, close corporation or joint venture for the execution of this Agreement or any part thereof, which consent shall not be withheld unreasonably. Such sub-contracting shall not relieve the Contractor of any of its liabilities or obligations in terms of this Agreement.

6.2 All provisions in this Agreement pertaining to Employees shall in all aspects relate to any and all Sub-contractors appointed by the Contractor.

**7. STANDING TIME**

No provisions is made in the Agreement for standing time of any description irrespective of any cause which may give rise thereto and the Contractor shall not be entitled to any compensation relating to standing time unless expressly agreed in writing by the Parties.

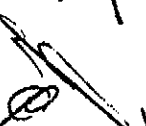
**8. BREACH AND CANCELLATION**

8.1 If any of the Parties commits a breach of any provision of this Agreement, all of which are deemed to be material, and the breach is capable of remedy, the other Party may call in writing on the Party in breach to remedy the breach within a period of 14 (fourteen) days.

8.2 If the breach remains unremedied after the aforesaid notice period has expired, the Party calling on the Party in breach will be entitled, but not compelled, to terminate this Agreement with immediate effect on further written notice to the Party in breach.

8.3 Notwithstanding any other provisions of this Agreement, and without rights that it may have, **SHAFT SINKERS** shall have the right to cancel this Agreement summarily in any of the following events:

8.3.1 Should any party, or where the Contractor is a partnership or a joint venture, die, commit an act of insolvency, make an offer of compromise or composition, become the subject of an administration, liquidation, sequestration or judicial management order (Whether provisional or final) issued against it, or should the major portion of the assets of the Contractor or such party be disposed of, or if the Contractor is a partnership or joint venture and such partnership or joint venture dissolves, or



8.3.2 Should the Contractor or anyone in its employ or any of its subcontractors commit any breach of whatsoever nature of **SHAFT SINKERS'** Code of Ethics or pay or offer to pay, give or offer to give any money or other gift of whatsoever nature whether by way of a commission, gratuity or otherwise or lend or offer to lend any money to any person in the employ of **SHAFT SINKERS** or any of its associated companies.

8.3.3 Should the Contractor or anyone in its employ or any of its subcontractors commit a criminal offence of any nature or in any manner whatsoever and such criminal offence directly or indirectly affects upon the business and operation of **SHAFT SINKERS**, its employees, or associated companies.

8.3.4 Poor and unsatisfactory workmanship as determined by an independent expert as agreed upon between the Parties, if consensus cannot be reached on the expert to be chosen, then the expert as determined at **SHAFT SINKERS'** sole discretion.

8.3.5 Redundancy of the scope of Service for any reason whatsoever, inclusive but not limited to redundancies in light of operational requirements.

8.4 Notwithstanding any other provisions contained in this Agreement, should **SHAFT SINKERS** summarily terminate this Agreement upon any of the grounds provided for in clauses 8.3.1 to 8.3.5 the Contractor or any of its Employees or Sub-contractors shall have no recourse and/or claim for damages against **SHAFT SINKERS** or any of its employees, directors or shareholders or any of its associated companies and their employees, directors or shareholders whatsoever.

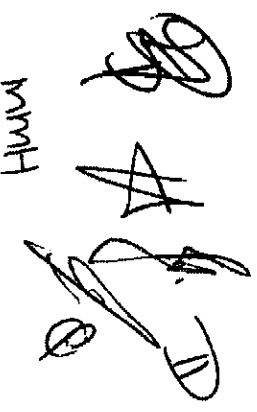
**9. DISPUTE RESOLUTION**

9.1 If any dispute or difference shall arise between the Parties out of, or in relation to, or in connection with this Agreement, or the interpretation thereof, or its termination, both while in force and after its termination, the Party claiming such dispute or difference, shall forthwith advise the other in writing thereof. The dispute shall be referred to the General Manager of **SHAFT SINKERS** and the most senior Employee of the Contractor such as Chief Executive Officer or General Manager of the Contractor who shall within 14 (fourteen) days of receipt of such notice, meet and negotiate in good faith in order to resolve such dispute or difference.

9.2 Should the Parties fail to resolve such dispute or difference within 14 (fourteen) days of their first meeting or such longer period as the Parties may agree, any Party may refer such dispute or difference to arbitration in accordance with the provisions of the Arbitration Act, Act No 42 of 1965, as amended and as amplified or limited by this clause.

9.3 The arbitrator shall be, if the question in issue is:

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9.3.1 primarily an accounting matter, an independent practicing accountant of not less than 10 (ten) years standing;

9.3.2 primarily a legal matter, a practising senior counsel or attorney of not less than 10 (ten) years standing; and/or

9.3.3 any other matter, or if the Parties to the dispute do not agree on the classification of the question in issue for the purpose of this clause a suitably qualified independent person.

agreed upon by the Parties within 10 (ten) days after the date on which the arbitration is demanded, failing which the sole arbitrator shall be appointed by the Arbitration Foundation of South Africa who may appoint one of their number upon the request of either Party at any time after the expiry of such ten day period to make such appointment.

9.4 The arbitration shall be held at a venue and in accordance with formalities and/or procedures determined by the arbitrator and may be held in an informal and summary manner, the arbitrator being empowered to dispense, to the extent he considers appropriate, with the usual formalities and procedures relating to pleadings, discovery and evidence.

9.5 Any award that may be made by the arbitrator:

- 9.5.1 shall be final and binding;
- 9.5.1 will be carried into effect; and

may be made an order of any court to whose jurisdiction the Parties to the dispute are subject.

9.6 The Parties shall use their best endeavours to expedite the arbitration process.

9.7 This clause is subject to **SHAFT SINKERS'** right to terminate the Agreement as stipulated in clause 8 above.

**10. CONFIDENTIALITY AND INTELLECTUAL PROPERTY**

10.1 For the purpose of this Agreement "Confidential Information" shall include but not be limited to:

- 10.1.1 all information marked, in any legible form, confidential, restricted or proprietary by **SHAFT SINKERS;** and

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10.1.2 **SHAFT SINKERS'** customer lists, customer information, accounting information and information regarding business planning and operations; and

10.1.3 **SHAFT SINKERS'** administrative, financial or marketing activities; and

10.1.4 any other commercially sensitive information, such as names of suppliers, customers, manufacturing processes and business strategies.

10.2 the Contractor shall hold in confidence all Confidential Information received from **SHAFT SINKERS** and shall not divulge the Confidential Information to any person including Employees, save for the Employees or Sub-contractors directly involved with the execution of this Agreement.

10.3 The Contractor will ensure that any Sub-contractor, Employee or other third parties who may require or be exposed to the Confidential Information will have signed a confidentiality agreement which contains no less favourable terms than those set out in this clause 10.

10.4 The Contractor may disclose Confidential Information of **SHAFT SINKERS** to the extent required by law, or order of a court, or governmental agency, provided, however, that the Contractor must give **SHAFT SINKERS** prompt written notice of the intended disclosure and shall reasonably endeavour to obtain a protective order or otherwise protect the confidentiality of such Information.

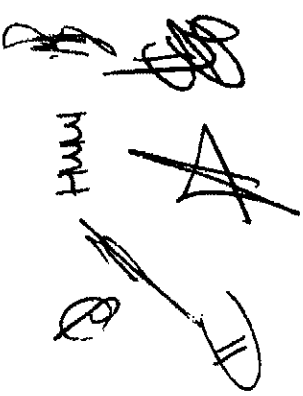
10.5 With respect to all Confidential Information provided by **SHAFT SINKERS**, the Contractor will use the same care to prevent disclosure to third parties of such Confidential Information as it employs to avoid disclosure, publication or dissemination of its own information of a similar nature.

10.6 In addition, the Contractor will not publicly disclose the terms of this Agreement without the prior written consent of **SHAFT SINKERS**.

10.7 The obligations of the Parties under this clause will apply for the duration of this Agreement and for a period of 5 (five) years from the date of termination for whatsoever reason of this Agreement.

10.8 Notwithstanding the foregoing, this clause will not apply to any Confidential Information which the Contractor, can demonstrate was:

10.8.1 at the time of disclosure to it, in the public domain; or

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10.8.2 after disclosure to it, published or otherwise, becomes part of the public domain through no fault of the Contractor, or

10.8.3 in the possession of the Contractor at the time of disclosure to it; or

10.8.4 received after disclosure to it from a third party who had a lawful right to disclose such Information to it; or

10.8.5 independently developed by the Contractor without reference to the Confidential Information of SHAFT SINKERS.

10.9 At the request of SHAFT SINKERS, at any time, the Contractor shall promptly deliver to SHAFT SINKERS all written, printed and copied Confidential Information including Confidential Information electronically stored and drawings, sketches or diagrams of whatever nature disclosed to it without retaining any copies thereof.

10.10 The Contractor agrees to use the Confidential Information for the sole purpose of this Agreement only, unless agreed to otherwise in writing.

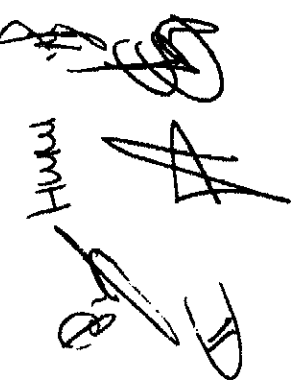
10.11 Should there be a dispute between the Parties as to whether the Contractor complied with the provisions of this clause 10 or not, the onus shall be on the Contractor to show that it took all reasonable steps to comply with this clause 10 and the Contractor shall take all reasonable steps to assist SHAFT SINKERS in establishing the source from which such Confidential Information was made known.

10.12 In the event of:

10.12.1 any Services rendered by the Contractor,

10.12.2 any work done or method employed in the execution of this Agreement or rendering of the Services;

being covered by any letters, patent, registered design, trade mark, copyright or other intellectual property right protected by law, then the Contractor shall be responsible for obtaining the necessary license or permission and shall be responsible for the payment of all fees, royalties and other charges, if any, that may be payable under the terms of any such license or permission.

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10.13 However, notwithstanding the above, should an infringement of any letters, patent, registered design, trade mark, copyright or other intellectual property right protected by law occur, then the Contractor hereby indemnifies and keeps **SHAFT SINKERS** indemnified against all liabilities, damages, claims, costs and expenses (including indirect damages for delay in executing the Services, legal costs and settlements resulting therefrom) that may result from such infringement

10.14 In the event of any claim being made or proceedings instituted against **SHAFT SINKERS** to which the above indemnity applies, the Contractor shall afford all available assistance for the purpose of contesting any such claim or proceedings including but not limited to making available witnesses and documentary evidence.

**11. INDEMNIFICATION**

11.1 The Contractor hereby indemnifies **SHAFT SINKERS** and its associated companies from and against any and all liabilities, losses, claims and demands, including legal fees and expenses of whatsoever nature or character by reason of any liability imposed or claimed to be imposed upon **SHAFT SINKERS** by third parties in respect of:

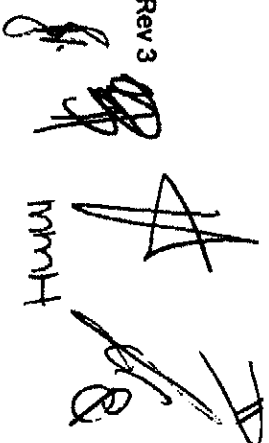
11.1.1 damages arising from bodily injuries, sickness, disease, infection or death; and

11.1.2 damage to property; and

11.1.3 any other losses or damages;

to the extent that such bodily injuries, property damage, losses or other damages arise out of or relate to the criminal conduct, wilful misconduct or negligence of the Contractor or its Employees, agents or Sub-contractors in the performance of its obligations in terms of this Agreement.

11.2 Notwithstanding anything else contained herein, neither Party shall be liable to the other for any loss of contracts, loss of business, loss of interest, for lost profits or business interruption or any consequential, exemplary, extrinsic, indirect, incidental, punitive, pure economic or special loss, or damage of any kind whatsoever or howsoever caused (whether arising under contract, delict or otherwise and whether the loss was actually foreseen or reasonably foreseeable)



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**12. DOMICILIA CITANDI ET EXECUTANDI**

12.1 Any notice, request, order, statement or other communication required or permitted to be given hereunder shall be in writing and may be given by delivery to a nominated or appointed officer of the other Party or by mailing the same by first class mail, postage prepaid, addressed to the other Party, in either event at the following addresses:

**IN THE CASE OF SHAFT SINKERS:**

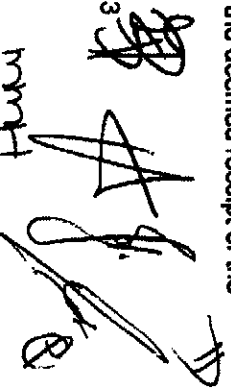
Shaft Sinkers (Pty) Ltd  
Centex Office Park  
Cnr. Katherine Street & Centex Close  
Sandton  
2146  
PO Box 783501  
Sandton  
2146

**IN THE CASE OF THE CONTRACTOR:**

ENSA ENVIRONMENTAL SOUTH AFRICA (Pty) Ltd  
Princess Square Unit 4  
President Road  
Princess 1724  
PO Box 4553  
Cresta 2118

12.2 Any notice or communication required or permitted to be given in terms of this Agreement will be valid and effective only if it is in writing, but, where, in terms of this Agreement, any communication is required to be in writing, the term "writing" will include communications by facsimile and e-mail.

12.3 Any Party may by written notice to the other Party, change its facsimile number, e-mail address or the address chosen as its *domicilium citandi et executandi*, to another facsimile number, e-mail address or address which is not constituted exclusively by a post office box address. The change will become effective on the 5<sup>th</sup> (fifth) day from the deemed receipt of the notice by the addressee.



12.4 Any notice to a Party sent by prepaid registered post (by air mail if appropriate) in a correctly addressed envelope to it at its *domicilium citandi et executandi* will be deemed to have been received on the 5<sup>th</sup> (fifth) day after posting (unless the contrary is proved).

12.5 Any notice to a Party delivered by hand to the Occupational Hygiene Manager of SHAF-T SINKERS or the General Manager of the Contractor during ordinary business hours at its *domicilium citandi et executandi* will be deemed to have been received on the day of delivery (unless the contrary is proved).

12.6 Any notice to a Party sent by facsimile or e-mail to its chosen *domicilium citandi et executandi*, will be deemed to have been received, unless the contrary is proved, immediately upon the issuance, by the transmitting fax machine or transmitting computer, of a report confirming correct transmission of all the pages of the document containing the notice.

12.7 Notwithstanding anything to the contrary herein contained a written notice or communication actually received by a Party will be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen *domicilium citandi et executandi*.

### 13. MISCELLANEOUS

#### 13.1 Validity

If any provision of this Agreement is found or held to be invalid or unenforceable, the validity of all the other provisions hereof will not be affected thereby and the Parties agree to meet and review the matter and if any valid and enforceable means is reasonably available to achieve the same objective as the invalid or unenforceable provision, to adopt such means by way of variation of this Agreement.

#### 13.2 Severability

In the event that any of the terms of this Agreement are found to be invalid, unlawful or unenforceable, such terms will be severable from the remaining terms, which will continue to be valid and enforceable.

#### 13.3 Variation

No variation of or addition to this Agreement will be of any force or effect unless reduced to writing and signed by or on behalf of the Parties.

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**13.4 Waiver**

No waiver on the part of any Party of any rights arising from a breach of any provision of this Agreement will constitute a waiver of rights in respect of any subsequent breach of the same or any other provision.

**13.5 Force Majeure**

13.5.1 In the event of any act of God, war, warlike operation, rebellion, riot, civil war, operational disaster, industrial action or (without regard to the foregoing enumeration) any like circumstances arising or action taken beyond or outside the reasonable control of the Parties hereto preventing them or either of them from the performance of any obligation hereunder (any such event hereinafter called "force majeure") then the Party affected by such force majeure shall be relieved of its obligations hereunder during the period that such force majeure continues but only to the extent so prevented and shall not be liable for any delay or failure in the performance of any obligations hereunder or loss or damage which the other Party may suffer due to or resulting from the force majeure, provided always that a written notice shall be promptly given to the other Party of any such inability by the affected Party.

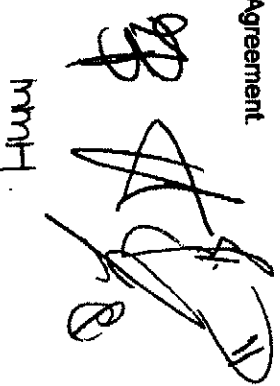
13.5.2 The Party invoking force majeure shall upon termination of such force majeure give prompt written notice thereof to the other Party.

13.5.3 Should force majeure continue for a period of more than 60 (sixty) days, then the Parties shall be entitled forthwith to terminate this Agreement.

13.5.4 In the event of the Contractor not being able to temporarily perform its obligations in terms hereof due to force majeure, SHAFT SINKERS shall be entitled to perform or to appoint any other person to perform Contractor's duties during such time as Contractor is incapacitated.

**13.6 Warranties**

No Party has given any warranty or made any representation to the other Party, other than any warranty or representation that has been expressly set out in this Agreement.

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**13.7 No Agency**

This Agreement does not constitute any of the Parties as the agent or legal representative of the other for any purposes whatsoever and none of the Parties will be entitled to act on behalf of, or to represent the other unless duly authorised thereto in writing.

**13.8 Authority**

Each person signing this Agreement for and on behalf of a Party hereto hereby warrants in his personal capacity that he is duly authorised by such Party to do so.

**13.9 Delegation and Cession**

Neither this Agreement or any right, remedy, obligation or liability arising hereunder or by reason hereof shall be ceded or delegated by the Contractor without the prior written consent of **SHAFT SINKERS**, which consent shall not be unreasonably withheld.

Notwithstanding anything to the contrary elsewhere in this Agreement, **SHAFT SINKERS** may assign the benefit or interest (in whole or in part) under this Agreement to a Group Company provided always that should such assignee cease to remain a Group Company of **SHAFT SINKERS**, then such assignee shall be deemed to have re-assigned all rights back to **SHAFT SINKERS**. For purposes of this sub-clause 13.9 a 'Group Company' shall mean any company which is directly or indirectly a holding company of **SHAFT SINKERS**, a subsidiary company of **SHAFT SINKERS** or a subsidiary of any holding company of **SHAFT SINKERS**.

**13.10 Law**



This Agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa. The Contractor shall in respect of all matters arising in the fulfilment of the Agreement conform at his own expense with laws regulations, by-laws and requirements of local or other authorities which are applicable to this Agreement. The Parties agree that all disputes shall, unless otherwise agreed, be submitted to the jurisdiction of the courts of the Republic of South Africa and submit to that jurisdiction. Before submitting a dispute to the courts, the Parties agree to submit such dispute to the procedure, as detailed in the Agreement.

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THUS DONE AND SIGNED BY:  
Shaft Sinkers (Pty)Ltd

BY: PS KISZKURKO | H Seaman

  
  
Who warrants that he is fully authorised  
herein


at Seaton on this 24<sup>th</sup> day of October 2011

In the presence of the undersigned witnesses.

AS WITNESSES: 1. Dippen 2. [Signature]

THUS DONE AND SIGNED BY:  
ENSA ENVIRONMENTAL SOUTH AFRICA  
(PTY) LTD

BY: BS van Derker

  
Who warrants that he is duly authorised  
herein.

at Seaton on this 24 day of October 2011

In the presence of the undersigned witnesses.

AS WITNESSES: 1. mmlliga 2. Petrakis

APPENDIX A

**SCOPE OF AGREEMENT & COMMENCEMENT PRICES:**

**Once off charges**

- Place 1 x 1000 liter Flow Bin
  - Open head drums c/w buckle, lid and hazardous sticker
- Supply and placement 4 x 210 liter open head drums @ R330 each

R 1,550-00

R 1,320-00

**Collection, transport and disposal fee**

- 1 x 1000 liter Flow Bin used workshop oil
- 2 x Drums hydrocarbon contaminated soil waste

R 2,397-00 / load

R 2,597-00 / load

Empty containers to be placed on an exchange basis.

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ENSA ENVIRONMENTAL SOUTH AFRICA (PTY) LTD  
P O BOX 4553, CRESTA, 2118  
Princess Square Unit 4, President Road, PRINCESS 1724  
Telephone (011) 477-3892; Fax (086) 642-8349  
Pretoria Office Telephone No. (014) 566-4990  
E-mail: [info@ensa.co.za](mailto:info@ensa.co.za)  
Web: [www.ensa.co.za](http://www.ensa.co.za)

29 August 2011

Our Reference : 11/01818/W/M/1

The Manager  
Shaft Sinkers (Pty) Ltd  
Centex Office Park  
Cnr Catherine & Centex Close  
SANDTON

**ATTENTION : MR WONDER ZWANE**

Dear Mr Zwane

**DISPOSAL OF WORKSHOP OIL, HYDROCARBON CONTAMINATED RAGS AND SOIL**

We thank you for the enquiry and have pleasure in quoting as follows:-

**Scope of work**

- Place 1 x 1 000Lt Flow Bin at a once-off charge
- Place 4 x 210Lt Open Head Drums c/w buckle, lid and hazardous sticker
- Collect and transport oil waste in 1 000Lt flow bins for disposal on bin exchange basis
- Collect and transport hydrocarbon contaminated oily rags and soil in 4 x 210Lt Drums for disposal
- Operations to be done as per standard operating procedures for the safe handling of dangerous goods
- The hazardous waste will be loaded on a Ensa vehicle licensed to convey dangerous goods
- The driver is in possession of a valid professional driver's permit for dangerous goods
- A transport manifest and disposal certificate will be issued on acceptance and recording of the load at the disposal site weight bridge.

**COST**

**Empty Container (Once-off Charge)**

Flow Bin Supply and placement  
1 x 1 000Lt Flow Bins @ R 1 550-00/each delivered R 1 550-00

Reg No.: 2004/033770/07

Director: Frans O van Deventer, Busang W Mafaishe, Barend J van Deventer

Open Head Drums c/w Buckle, Lid and Hazardous Sticker  
Supply and placement  
4 x 210Lt Open Head Drums @ R 330-00/each

R 1 320-00

(Nkele's Price)

**Collection, Transport and Disposal Fee**

1 x 1000Lt Flow Bin used workshop oil

R 2 397-00/load

2 x Drums oily rags waste

R 2 597-00/load

2 x Drums hydrocarbon contaminated soil waste

R 2 597-00/load

An empty container will be placed on an exchange basis.

**PRICES** :- excludes VAT, include collection and transport fees, labour, PPE, supervision, transport manifest and disposal certificate.

**VALIDITY** :- 30 days, from date hereof.

**COMMENCEMENT** :- Within two weeks, after receipt of official order.

We trust the above meets with your approval. However, should you require any further information, please do not hesitate to contact us.

Yours faithfully  
ENSA ENVIRONMENTAL SOUTH AFRICA (PTY) LTD

**WILLIAM MAFATSHIE**  
(072) 243-0967



Attention : Jaco van Deventer  
Company: Ensa Environmental SA

12th October 2010

Fax No: 011 768 6433

Dear Valued Customer

The Third Party team are constantly looking at ways to improve our service delivery to you our customer. This does however require collaboration between everyone concerned in order to make this work. We are still working closely with the lab to improve turn-around times, with Hoffenstein on your disposals and any health and safety issues and with billing to ensure you are invoiced correctly.

We have however looked at those aspects that do impact on our ability to provide those quick turn-around times and as such request your co-operation with the following:

- 1) Increasingly, incorrect details of the waste generator are being put on the Waste Profile Sheet. This slows down our ability to send Safe Disposal Certificates, with re-prints having to be done frequently. Please ensure you send us the correct information on this document, as in future this will be solely used as the correct customer information, and no re-prints will be done where incorrect information was submitted.
- 2) Requests to re-issue Safe Disposal Certificate's due to them being misplaced or lost have also increased. We will in future not be able to re-print duplicates as you will be receiving the Original Safe Disposal Certificates. Please ensure you are maintaining a duplicate for your customers once you receive them from EnviroServ.
- 3) Samples need to be brought to Rietfontein daily before 3pm daily. Please adhere to this time, as we are getting increased requests to collect samples after this time period.
- 4) All samples must be submitted in containers provided by the lab or in containers that are ISO 17025 compliant. All sample bottles submitted must contain not less than 500ml of each waste stream together with the waste profile sheet, applicable MSDS etc.
- 5) We have previously communicated that NO urgent samples would be accepted due to the high influx of "urgent sample" requests. Please note that we are still receiving requests from reps for this. Please could you re-iterate with your staff that we will not be able to assist them on this.
- 6) With the implementation of the new DSM System at Hoffenstein, **ALL** Manifests with expired datasheets will be automatically rejected. Please ensure that you are addressing this with us, to prevent loads being rejected.
- 7) We are unfortunately not in a position to accept requests for disposal over week-ends. Please communicate this with your reps.

EnviroServ Waste Management (Pty) Ltd, Brickfield Road, Meadowdale, Germiston, 1401, PO Box 1347, Bedfordview, 2008.  
Tel: +27 11 456-5660, Fax: +27 11 454-6016, Email: [info.ho@enviroserv.co.za](mailto:info.ho@enviroserv.co.za), Website: [www.enviroserv.co.za](http://www.enviroserv.co.za)

Directors: A. McLean (Birt) (Chairman), D.K. Gordon (CEO), K.M. Georgegan, E. Gombaul, D.F.N. Krugel, D. Lavarinhas (All), E.K. Morehang,  
R.P. Roebler, O. Defereos (ACIS/CAISA) (Company Secretary)  
Reg no 1990044707



8) A single point of contact once samples are handed in to Third Party will prevent having multiple people requesting the same information. Kindly let us know who your point of contact should be in order for us to channel communication through to you.

9) Please ensure that you notify us of any changes to your personnel, systems going down, e-mail changes that may impact the flow of communication between us.

Yours faithfully

Nick Cloete  
Internal Sales Manager

EnviroServ Waste Management (Pty) Ltd, Brickfield Road, Meadowdale, Germiston, 1401, PO Box 15447, Bedfordview, 2008.  
Tel: +27 11 456-5660, Fax: +27 11 454-6016, Email: [info.hs@enviroserv.co.za](mailto:info.hs@enviroserv.co.za), Website: [www.enviroserv.co.za](http://www.enviroserv.co.za)

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R.P. Rocher, O. Defrenos (ACIS/CAS/A) (Company Secretary)  
REG:SO 1994/04/700