



PARK VILLAGE AUCTIONS

Trusted by banks, respected by buyers

IZIMBIWA COAL MINE - MIDDELBURG SAFETY COMPLIANCE REQUIREMENT AND THE REMOVAL OF ASSETS FROM SITE

1. All lifting, rigging, loading equipment and associated tools must be approved in writing by Izimbiwa Coal Mine prior to use on site.
2. The Buyer shall be solely responsible for the loading, transportation and removal of all purchased assets from the site.
3. In compliance with the Occupational Health and Safety Act 85 of 1993 ("OHASA"), all riggers and operators shall produce valid certification for load-testing equipment upon request.
4. All designated loading zones and haulage routes must be approved by Izimbiwa Coal Mine prior to commencement of any removal activities.
5. No open-flame cutting or hot work shall be permitted on site without the prior written approval of Izimbiwa Coal Mine and the necessary hot-work permits.
6. Only vehicles that are roadworthy and duly licensed in terms of applicable legislation shall be permitted access to the site.
7. Only properly licensed and authorised drivers shall operate vehicles or machinery on site.
8. All drivers and personnel must strictly adhere to site road safety rules, traffic signage and speed limits. Failure to comply may result in penalties, removal from site, and/or forfeiture of assets.
9. No intoxicated person shall be permitted access to the site. All personnel may be subjected to breathalyser testing prior to entry and/or while on site.
10. Approved Personal Protective Equipment (PPE) shall be worn at all times while on site. As a minimum requirement, Buyers and viewers must wear safety steel-capped footwear.

11. Manual handling of heavy items must be minimised and conducted in accordance with applicable health and safety regulations.
12. Buyers and viewers acknowledge the presence of potential environmental hazards on site, including but not limited to old mine pits, mud pits, uneven terrain and other mining-related risks. Entry onto the site is at the individual's own risk.
13. The deadline for the removal of assets from site is: _____. Any extension must be requested in writing by the Buyer and approved in writing by Izimbiwa Coal Mine. Failure to remove assets within the stipulated timeframe may result in forfeiture of the purchased goods to defray holding, security and storage costs.
14. The designated liaison representative at Izimbiwa Coal Mine is:
Name: _____
Telephone: _____
Email: _____

INDEMNITY AND LIMITATION OF LIABILITY

The Buyer, its employees, contractors, agents and representatives enter the Izimbiwa Coal Mine premises entirely at their own risk.

The Buyer hereby indemnifies and holds harmless Izimbiwa Coal Mine, Park Village Auctions, and their respective directors, employees, agents and representatives against any and all claims, losses, damages, injuries, liabilities, costs and expenses (including legal costs on the attorney-and-client scale) arising from or related to:

- any injury, death, loss or damage to persons or property occurring on site;
- the loading, dismantling, handling, transportation or removal of assets;
- any breach of site rules, safety regulations or applicable legislation; and
- any negligent or unlawful act or omission by the Buyer or its representatives.

Neither Izimbiwa Coal Mine nor Park Village Auctions shall be liable for any loss or damage of whatsoever nature sustained by the Buyer while on site.