

AUCTION RULES AND TERMS AND CONDITIONS

EXXARO RESOURCES LIMITED (“EXXARO” or “THE AUCTIONEER”)

This auction will be conducted within the framework of the rules and terms and conditions listed below.

- 1 All potential bidders (“Bidders”) need to register during the registration period communicated in the auction notification mail and accept these terms and conditions in order to participate in the auction of coal presented by Exxaro (“Auction”).
- 2 All registration information the Bidder provides to Auctioneer shall be current, complete, and accurate. Bidders are to ensure that its registration information and e-mail addresses are correct as to receive communication/auction information.
- 3 A Bidder will be suspended or permanently banned from the Site if such Bidder provide false information when registering, such as a false name or fraudulent contact information.
- 4 Exxaro’s use of e-mail addresses is strictly limited to contact Bidders and Potential Bidders; any use of this private information is strictly prohibited. Exxaro confirms that this is in compliance with article 3 of the GDPR as well as the POI Act.
- 5 The Bidder agrees to not use any device, software or routine to interfere or attempt to interfere with the proper working of or any transaction being conducted on and during the Auction.
- 6 Access and use of any online Auction site of Exxaro (collectively the “Site”) is subject to any and all specific terms and conditions set forth on any individual page within the Site (Auction Workflow) and the terms and conditions of this User Agreement (collectively “Site User Agreement”) and all applicable laws and regulations, including but not limited to copyright and trademark laws. By accessing this Site, you agree to accept, without limitation or qualification, all of the terms and conditions of the Site User Agreement and to comply with all applicable laws, statutes, ordinances and regulations regarding your use of this Site. Legal action will be taken against anyone violating the terms and conditions of the Site User Agreement or any other applicable law or regulation.
- 7 Exxaro reserves the right to periodically change the terms and conditions of the User Site Agreement and it is the Bidders’ responsibility to periodically review any and all changes made to these terms and conditions prior to each use of this Site. By using this Site, you agree in advance to accept any such changes.
- 8 The Auction process will terminate on the termination date and time stipulated in the initial auction notification.
- 9 A Bidder will only be allowed to bid in the Auction once it has been registered and submitted the necessary information. Submission does not, however, mean that a bid has been accepted. A Bidder will be informed via an automated response once a bid has been accepted.
- 10 No late bidding will be accepted.
- 11 Problems with bids must be communicated via e-mail to the Auction administrator within an hour of receiving a bid confirmation.
- 12 The descriptions of item/lots appearing in the Auction and in advertising prior to the Auction are believed to be correct. Nevertheless, neither those descriptions nor any oral statements made by Exxaro concerning any item/lot shall be construed as a warranty either express or implied.
- 13 Exxaro in its sole discretion shall reserve the right to establish a reserve or minimum price on any item without having to announce, post or publish notice.
- 14 Exxaro in its sole discretion, reserves the right to refuse the bid of any person without providing any notice or reason therefore.
- 15 Despite efforts to avoid the withdrawal of item/lots from the sale after they are listed it may sometimes be necessary. Exxaro reserves the right to do so at any time before or during the Auction.
- 16 The coal becomes the full responsibility of Bidder at time of payment, and the Bidder assumes all risk of loss and damage to property until removed. The date by which all coal must be removed by the Bidder from the premises is posted on an auction-by-auction basis, on the specific auction page. After the final removal date, there will be a 1% (one percent) of total sale value per day, per item/lot storage fee charged to the Bidder. If coal is not removed within 10 (ten) days after the final removal date, the ownership of the coal will revert back Exxaro and Exxaro may dispose of or resale the item/lot at their discretion.
- 17 Bidders shall not return goods for any reason without having obtained Exxaro’s written agreement. Where such agreement has been obtained, purchasers shall facilitate the return of such goods in accordance with Exxaro’s arrangements not later than 4 (four) weeks from the date of such agreement. Rejected goods shall not be sold as scrap or otherwise disposed of without Exxaro’s prior written approval.
- 18 Exxaro reserves the right to resell any property not paid for in full within 4 (four) days of the Auction’s closing date.

- 19 Claims in respect of shortages shall be made in writing immediately upon receipt of a consignment of goods, and no claim for any shortages will be recognised unless lodged with Exxaro within 2 (two) days of receipt of the consignment in respect of which a shortage is alleged.
- 20 The Bidder accepts responsibility for and agrees to indemnify, defend and hold harmless each of Exxaro's employees, governing body, officers, owners, affiliates, subsidiaries, directors, agents and representatives from and against any and all claims, losses, damages, liabilities, judgments, fees, costs and expenses (including reasonable attorneys' fees and expenses) related to, arising from or associated with Bidder's, his agents or representatives, use of the Site, including but not limited to personal injuries or property damage incurred on the sale premises or during removal and transport of the coal, and arising out of, based upon, or resulting from any breach or violation by Bidder of this Site User Agreement or any use by Bidder of the Site or as a result of a dispute with another Bidder. Neither party will be entitled to any consequential damages.
- 21 This Site User Agreement constitutes a binding agreement between the Bidder and Exxaro until terminated by Exxaro, which Exxaro may do at any time, without notice, in Exxaro's sole discretion. If a Bidder's dissatisfaction occurs with the Auction in any way, the Bidder's only recourse is to immediately discontinue use of the auction Site. Exxaro reserves the right to terminate the Bidder's registration and use of the auction Site, and impose limits on certain features of the auction Site or restrict Bidder's access to, or use of, part or the entire Site without notice or penalty.
- 22 Exxaro cannot, and will not, be held responsible for any interruption in service, errors, and/or omissions, caused by any means and does not guarantee continual, uninterrupted or error free service or use of the Site. The Bidder acknowledges that this auction is conducted electronically and relies on hardware and software that may malfunction without warning. Exxaro, in its sole discretion, may void any sale, temporarily suspend bidding and re-sell any item/lots that were affected by any malfunction. The decision of Exxaro is final.
- 23 As a Bidder, placing a bid is a binding contract between you and Exxaro and the bid cannot be retracted. Once you place a bid, and if you win, you will be obligated to buy the Coal at the said price you indicated as your bid. Exxaro reserves the right to reject any and all bids, in its sole discretion.
- 24 Bidders agree that you will not use any robot, spider, other automatic device, or manual process to monitor or copy the Site or the content contained herein without Exxaro's prior, express written permission. Bidders agree that you will not use any device, software or routine to interfere or attempt to interfere with the proper working of the Site or any activity being conducted on the Site. Bidders agree that you will not take any action that imposes an unreasonable or disproportionately large load on Exxaro's infrastructure. Bidders agree that they will not copy, reproduce, alter, modify, create derivative works, or publicly display any content from the Site without prior, express written permission of Exxaro.
- 25 No legal advice is intended or implied by anything contained within the Site. No obligation, liability, responsibility, accountability or burden is undertaken, assumed or otherwise imposed by maintaining the Site.
- 26 Any dispute or claim arising out of or relating to this Site User Agreement shall be settled by binding arbitration in accordance with the arbitration rules of the Arbitration Foundation of Southern Africa. The arbitration shall be conducted in Pretoria, and judgment on the arbitration award may be entered into any court having jurisdiction thereof. Exxaro may seek any interim or preliminary relief from a court of competent jurisdiction in South Africa necessary to protect the rights or property of Exxaro pending the completion of arbitration.
- 27 A Bidder and Exxaro are independent contractors, and no agency, partnership, joint venture, employee or franchiser-franchisee relationship is intended or created by this Site User Agreement.
- 28 The Site User Agreement and any disputes arising out of or related to the Site shall be governed by and construed and enforced in accordance with, the laws of the State of South Africa.
- 29 Exxaro's failure to act with respect to a breach by a Bidder or others does not waive the right to act with respect to subsequent or similar breaches.
- 30 **Payment Terms**
- 30.1 Price lists issued by Exxaro from time to time, are for information purposes only and do not constitute any offer for sale. Any verbal understanding or agreement transmitted to Exxaro shall have no binding effect unless confirmed in writing by Exxaro.
- 30.2 All prices exclude Value Added Tax ("VAT").
- 30.3 All deliveries as part of business transactions are subject strictly and solely to this Site User Agreement. Any deviation there from, or any supplement there to, shall have no effect unless specifically confirmed in writing by Exxaro. This specifically refers to a Bidder's own conditions of purchase.
- 30.4 The timeline for payment of the winning bid will be 24 (twenty four) hours after confirmation of successful bid. Exxaro needs to receive proof of payment within 24 (twenty four) hours thereafter and payment must reflect in Exxaro's bank account within 3 (three) after communication of the successful bid. The successful Bidder ("the Buyer") will be furnished an electronic receipt at the conclusion of the sale.
- 30.5 Payments are strictly cash-up front into Exxaro's nominated bank account. No interest will be payable to the Bidder as a result of any advance payment.