

STANDARD OPERATING PROCEDURE TRANSPORT SPECIFICATION

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1.0 REFERENCES

Code of Practice, Road Transport Safety
WRW-WH-SOP-113 Load Restraint – Equipment Guidelines
WRW-WH-SOP-114 Load Restraint – Crates
WRW-WH-SOP-115 Load Restraint – Wire, Timber & Steel Coil Stems
WRW-WH-SOP-116 Load Restraint – Reels
WRW-WH-FRM-002 Despatch – Warehouse Quality Monitoring
WRW-WH-SOP-003 Transport Planning and Co-ordination
WRW-WH-SOP-118 Load unload at doors 1, 3, 6, CM3

2.0 TERMS OF CONTRACT

2.1 Rates

Rates as quoted shall be firm for the contract period. Spot quotes for 30 days or as agreed.

2.2 Review of Rates

Review will be by negotiation and mutual agreement. Intention to seek review of rates should be advised in writing addressed to:

Marketing and Sales Manager
Bekaert Australia
PO Box515
Mayfield 2304

2.3 Terms

Payment terms will be negotiated at time of review and shall be in accordance with Bekaert Australia terms and Conditions unless a variation is agreed.

2.4 Accounts

Invoices setting out details of amounts charged for services rendered are to be submitted to Bekaert Australia Accounts Payable.

3.0 CONDITIONS OF ENTRY TO BEKAERT PREMISES

Warehouse employees ensure drivers comply with the following requirements. Any driver who refuses will not be loaded.

3.1 Occupational Health & Safety

Under the NSW Occupational Health and Safety Act it is the responsibility of Bekaert Australia to ensure people entering our plant are protected at all times. In order to carry out this responsibility under the Act, Bekaert Australia insists people entering our plant are inducted, wear appropriate safety apparel, participate in all site required health checks and act in a safe manner according to site requirements. Before entering a Bekaert site, all drivers must be fully advised of the requirements laid down in this specification. The driver is to proceed directly to the despatch office (or designated loading area if so instructed) for loading instructions. Drivers shall undertake a site induction, which will be valid for a period of 12 months.

While drivers are on Bekaert premises, they will wear designated safety equipment and comply with site safety requirements, including the wearing of approved safety footwear, high visibility vest, safety glasses with side shields, high visibility hardhat (fitted with a chinstrap if standing on step or access platform), hearing protection and approved clothing during loading operation. Failure to do so will lead to a refusal to load the vehicle. Approved clothing is long trousers or overalls with high visibility outer upper body garment. Tank tops, singlets or short sleeves are not acceptable. Note: Exceptions apply to door 1. See WRW-WH-SOP-118

Stations with supplies of safety equipment and usage instructions are located at each Despatch doorway. Drivers are to return borrowed safety equipment to the designated storage location after use.

Drivers and any accompanying visitors may be subject to Drug and Alcohol testing, in accordance with Bekaert Australia Drug and Alcohol Policy. Testing can be a result of incident, challenge, or random selection. Drivers refusing a reasonable request to submit for test will not be loaded and future entry to site refused.

3.2 Condition of Equipment Prior to Loading

Vehicles and trailers must be currently registered and roadworthy. Trailer floors shall be in sound condition and must be water-proof so as to prevent entry of road spray from beneath. All units are to be equipped with sufficient dunnage, chains and ropes to comply with the Bekaert Australia load restraint guidelines, and enable effective securing of products to ensure loads can be carried safely and effectively.

Bekaert Australia reserves the right to reject any vehicles and/or their equipment or use of such equipment if the company considers that compliance with this specification has not been met.

Trucks should be clean and no residues of prior loads to be present which would adversely affect our product.

3.3 Loading and Unloading

Drivers will comply with the loading, unloading and documentation requirements outlined in Section 6.0 (*Loading, Unloading and Delivery Documentation*) on page 5).

All drivers must be site inducted before loading/unloading commences, and must sign acknowledgement that load restraint guidelines will be complied with.

4.0 INSURANCE RESPONSIBILITY OF CONTRACTOR

The Contractor shall effect insurances on the basis set out hereunder. Such insurance shall be in the joint names of the Contractor and the Company, and the Contractor shall ensure either that the insurance include Sub-contractors or the Sub-contractors have similar insurance in force. The effecting of insurances as set out hereunder shall not in any way affect the liability or obligations of the Contractor under the contract or at common law or otherwise.

4.1 Workers Compensation

The Contractor shall insure in compliance with the laws of each State and Territory in which the contractor has employees engaged in or about the works or in the performance of this contract and such other laws as are servants, agents and employees for Workers Compensations and Common Law. The Common Law section of the policy shall be for an unlimited amount.

4.2 Public Liability

The Contractor shall insure under a Comprehensive Public and Products Liability Policy, to cover all sums which shall become legally liable to pay as compensation consequent upon:

- a) Accidental death of or bodily injury (including illness) to any person
- b) Accidental loss of or damage to property (including consequential loss) happening anywhere in Australia arising out of or in connection with the Contract.

The limit of liability provided by the Policy should not be less than \$10,000,000 unless otherwise agreed.

4.3 Motor Vehicles

The Contractor shall insure under a Motor Vehicle Third Party Property Damage or Motor Vehicle Comprehensive Policy and any vehicle used by him in respect of which has an obligation to insure by virtue of any Act or Ordinance relating to the insurance of Motor Vehicles. The limit of Liability under the Third Party Property section of the policy shall not be less than \$20,000,000 unless otherwise agreed.

4.4 Inspection

The Contractor shall, as and when required by the Company provide for inspection by the Company or its authorised agent policies or insurance (or certified copies thereto) effected by the Contractor for the purpose of complying with this clause of the Contract and the receipts for payment of the current premiums or other evidence of the currency of the policies. Nothing in this sub-clause shall derogate from the liability of the Contractor to effect insurance as provided in this clause.

4.5 Variations in Policies

The policies of insurance effected by the Contractor for the purpose of complying with the Contractor's obligations under this clause shall contain a clause to the effect that, prior to any cancellation of the policies and prior to any changes thereto coming into operation which could or might affect the interest of the Company, the insurance company or companies, as the case may be, shall give notice by registered mail no less than thirty (30) days prior to such cancellation or change.

4.6 Claims Procedure

If any event occurs which may give rise to a claim involving the Company under the Policy of Insurance effected by the Contractor as required by these clauses, he shall notify the Company within fourteen (14) days, and shall ensure that the Company is kept full informed of any subsequent actions and development concerning the claim.

4.7 Failure by the Contractor to Insure

If the Contractor fails to effect or to keep in force any of the insurances which he is required by the Contract to effect, the Company may effect and keep in force any such insurance and pay such payments as may be necessary for that purpose and may recover as a debt due from the Contractor the amount so paid as a debt, or may refuse of set-off payment upon any certificate until the Contractor has complied with his obligations under or in pursuance of the foregoing sub-clauses of this clause. In the event of the Contractor failing to effect or to keep in force such insurances, any loss or damage sustained to the works or any other property being part of the works, the Contractor agrees to indemnify the Company for the value of any such losses or damages.

4.8 Indemnity

The Contractor shall be solely reliable for and shall indemnify and hold harmless the Principle and its Directors, Officers and Employees against any liability, loss, damages, claim, suit action, demand, expense or proceedings of whatsoever nature whether arising under any Status or at Common Law in respect of personal injury (which expression shall include illness) to or death of any and all persons whosoever arising out of or in the course of or caused by the execution of the work under the Contract or other obligations hereunder directly or indirectly associated herewith.

4.9 Due Care

Whilst it is not our policy to request a carrier to insure our product whilst in transit we do expect that all necessary care is exercised to protect the goods. In the event of damage to consigned goods whilst in the Contractor's possession, Bekaert's will investigate the incident, and if we deem the damage was the result of the Contractor's driver or agent(s) negligence, Bekaert will place a claim on the Contractor for full reimbursement of the damage costs.

5.0 LOADING, UNLOADING AND DOCUMENTATION

5.1 Loading Times

Pick-up for all products can be made between 7.00am and 3.00pm Monday to Friday, unless otherwise agreed by the Bekaert Despatch Warehouse Team Leader.

5.2 Loading Methods

Bekaert Australia will determine the loading method applicable to the particular product being loaded. Consideration will be given to requests for reels to be loaded in certain positions on the truck but any dispute will be resolved by Despatch Warehouse Supervisor.

No driver or operator is to access the deck/tray of vehicles or trailers. Safe working platforms or other safe systems of work exist. A Pre Task Risk Assessment must be completed and approved by the Despatch Warehouse Supervisor or delegate, should it be considered necessary to access the trailer deck.

Reels are to be lifted by inserting tynes under the flanges of the reel. Under no circumstances is a reel to be lifted by inserting the tynes directly under (i.e., in contact with) the product. Coils of product are to be lifted using a forklift tynes, taking care not to snare product when inserting.

5.3 Load Restraint

It is essential that Bekaert products are secured in such a manner as to prevent movement in transit.

Goods must be transported in accordance with Bekaert load restraint guidelines, including but not limited to:

- WRW-WH-SOP-113 Load Restraint – Equipment Guidelines
- WRW-WH-SOP-116 Load Restraint – Reels

Load restraint guidelines are available for review at Bekaert Despatch Office and relevant locations on Bekaert premises.

Examples of load restraint of reels:

- For reels with a gross mass of less than 12 tonne, a wooden cradle suited to the reel diameter will be supplied by Bekaert Australia.
- For reels exceeding 12 tonne, a steel cradle is typically used, based on factors such as total mass, type of transport, distance to be transported.

NB: For transport planning purposes, steel cradles have a nominal Tare mass of 1 Tonne.

5.4 Vehicle Mass and Dimension Limit Checks

It is the truck driver and the loader's responsibility to check that product being transported does not exceed the vehicle dimension limits, and that the load is within vehicle mass limits prior to a vehicle leaving the Bekaert Australia Ropes site. To check and ensure load limits are not exceeded, the following processes are in place:

- Combined product and reel weight information is incorporated into SAP and is communicated to the head carrier as part of Bekaert Australia load planning process;
- For vehicles fitted with truck or trailer scales (includes all mining deliveries and majority of market rope deliveries), the driver checks both the axle weight and total weight limits of the vehicle. The driver will inform the loader that the checks are within limits. If necessary, the load will be redistributed or reduced until it complies with vehicle limits;
- For a vehicle not fitted with truck or trailer scales and carrying a full load of the same product, the load is treated as a standard load with known individual reel and product mass confirmed via weighbridge weighing;
- For a vehicle not fitted with truck or trailer scales and carrying a part load, Bekaert Australia will inform the carrier of the mass being transported, and the consolidated truck is then put through a supplier's weighbridge.