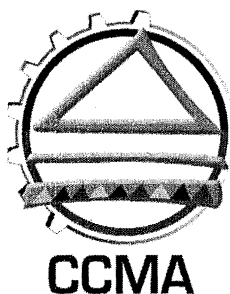


DEPARTMENT OF EMPLOYMENT AND LABOUR

NO. 764

27 August 2021



S142A AWARD

Case Number: HO 5113-19
 Senior Commissioner: CINDY DICKENS
 Date of Award: 29 MARCH 2021

In the **MATTER** between

MOTOR INDUSTRY BARGAINING COUNCIL ("MIBCO")
 (Applicant)

And

GRAIN INDUSTRY BARGAINING COUNCIL ("BCGI")
 (1st Respondent)

GWK LIMITED
 (2nd Respondent)

NWK LIMITED
 (3rd Respondent)

OVK OPERATIONS LIMITED
 (4th Respondent)

SENWES LIMITED
 (5th Respondent)

SUIDWES LIMITED (OWNED BY SENWES LIMITED)
 (6th Respondent)

VKB LANDBOU (EDMS) BEPERK
 (7th Respondent)

OBARO HANDEL (PTY) LTD
 (previously known as **MGK Bedryfsmaatskappy (Pty) Ltd**) ("**OBARO**")
 (8th Respondent)

BACKGROUND

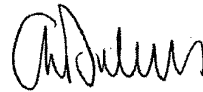
- [1] The Applicant and the 1st till 7th Respondents entered into a settlement agreement on 9 February 2021. See annexure "A". The Applicant and the 8th Respondent also entered into a settlement

agreement on 23 March 2021. See annexure "B". The settlement agreements were entered into pursuant to a demarcation dispute which had been referred to the CCMA, in terms of section 62 of the LRA, as amended.

AWARD

- [2] The attached settlement agreements, marked annexure "A" and "B" are hereby made an arbitration award in terms of section 142A of the Labour Relations Act, 66 of 1995 (as amended).

Signature:



Commissioner: **Cindy Dickens**

Sector: _____

SETTLEMENT AGREEMENT :
CCMA CASE NO HO 5113/2016

Entered into between

MOTOR INDUSTRY BARGAINING COUNCIL ("MIBCO")

And

GRAIN INDUSTRY BARGAINING COUNCIL ("BCGI")

GWK LIMITED

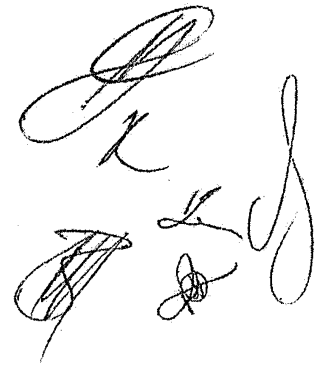
NWK LIMITED

OVK OPERATIONS LIMITED

SENWES LIMITED

SUIDWES LIMITED (OWNED BY SENWES LIMITED)

VKB LANDBOU (EDMS) BEPERK

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INTERPRETATION AND PRELIMINARY

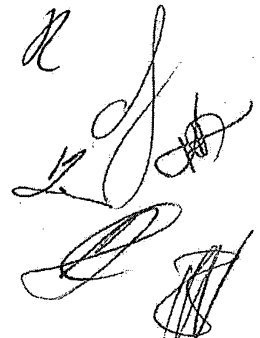
1. The headings of the clauses in this agreement are for the purpose of convenience and reference only and shall not be used in the interpretation of nor modify nor amplify the terms of this agreement nor any clause hereof. Unless a contrary intention clearly appears –

1.1. words importing –

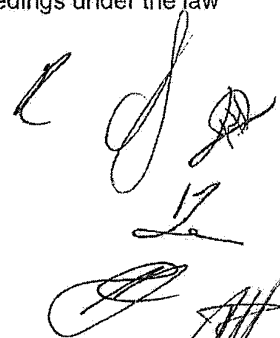
- 1.1.1. any one gender includes the other two genders;
- 1.1.2. the singular includes the plural and *vice versa*; and
- 1.1.3. natural persons include created entities (corporated or unincorporated);

- 1.2. the following terms shall have the meanings assigned to them hereunder and cognate expressions shall have corresponding meanings, namely –

- 1.2.1. "Agreement" means this agreement, including any annexures and, if applicable, addenda to it;
- 1.2.2. "Applicant" means the Motor Industry Bargaining Council ("Mibco");
- 1.2.3. "Respondents" means Bargaining Council for the Grain Industry ("Bcgi"); GWK Limited; NWK Limited; OVK Operations Limited; Senwes Limited; Suidwes Limited (Owned by Senwes Limited) and VKB Landbou (Pty) Ltd;
- 1.2.4. "Parties" means the Applicant and the Respondents;



- 1.2.5. **Signature Date"** means the date of signature of this Agreement by the Party last signing.
- 1.3. any reference in this agreement to "date of signature hereof" shall be read as meaning a reference to the date of the last signature of this agreement;
- 1.4. any reference to an enactment is to that enactment as at the date of signature hereof and as amended or re-enacted from time to time;
- 1.5. 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 the agreement;
- 1.6. when any number of days is prescribed in this agreement, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or public holiday, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday;
- 1.7. where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail;
- 1.8. expressions defined in this agreement shall bear the same meanings in schedules or annexures to this agreement which do not themselves contain their own definitions;
- 1.9. the use of any expression in this agreement covering a process available under South African law such as a winding-up (without limitation *eiusdem generis*) shall, if any of the parties to this agreement is subject to the law of any other jurisdiction, be construed as including any equivalent or analogous proceedings under the law of such defined jurisdiction;

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- 1.10. where any term is defined within the context of any particular clause in this agreement, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, shall bear the meaning ascribed to it for all purposes in terms of this agreement, notwithstanding that that term has not been defined in this interpretation clause;
- 1.11. the rule of construction that the contract shall be interpreted against the party responsible for the drafting or preparation of the agreement, shall not apply; and
- 1.12. any reference in this agreement to a party shall, if such party is liquidated or sequestrated, be applicable also to and binding upon that party's liquidator or trustee, as the case may be.

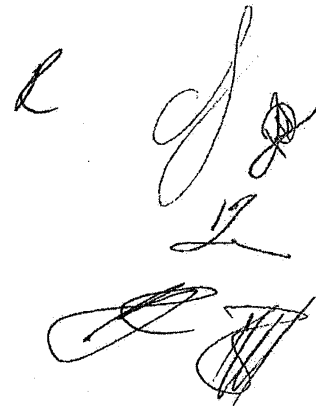
RECORDAL

2. **WHEREAS** the Applicant has referred a demarcation dispute against the Respondents in the CCMA under case number HO 5113 / 2016.
3. **AND WHEREAS** the parties wish to enter into an agreement of settlement to serve as the full and final settlement in respect of the aforementioned dispute.

NOW WHEREFORE THE PARTIES AGREE AS FOLLOWS:

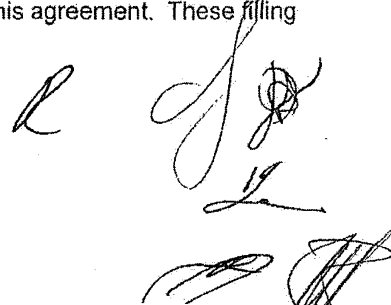
TERMS OF SETTLEMENT

MIBCO confirms that it has been duly mandated by its board to enter into a settlement as set out below:

The image shows several handwritten signatures in black ink. There are approximately six distinct signatures, some appearing to be initials or full names, arranged in a cluster. The signatures are somewhat stylized and overlapping.

4. The Filling stations:

- 4.1. All filling stations, whether accompanied or not with a convenience store and that are open to the broader public shall be registered with MIBCO, i.e. all fully-fledged filling stations.
- 4.2. The Applicant is not seeking to claim jurisdiction over filling stations with fuel pumps which are connected to a retail branch of the relevant Respondents and where the fuel attendant's main function is not to dispense petrol to the broader public. This is the typical "2- pump scenario".
- 4.3. The Applicant will not claim retrospective compliance with regard to all the Respondents fillings stations and/or mechanisation and whole good marketers not yet registered with MIBCO and will only claim future compliance.
- 4.4. The parties will monitor the situation where a "2-pump" filling station evolves into a fully-fledged filling station that is open to the broader public, whereafter such an evolved filling station will be required to register with MIBCO within 30 (thirty) days after becoming a fully-fledged filling station.
- 4.5. Filling stations and their employees will be registered with the Applicant within 30 (thirty) days after signature of this agreement.
- 4.6. All the Respondents will be given a grace period until 31 December 2021 to phase in the terms of all of MIBCO's Collective Agreements as promulgated and extended by the Minister of Labour.
- 4.7. The grace period referred to in par 4.6 will not apply to those filling stations that have already been registered by the Respondents with MIBCO prior the date of signing this agreement. These filling



stations are required to ensure that they continue to comply with the contents of MIBCO's collective agreements as extended by the Minister of Labour.

- 4.8. The Respondents will provide a list of filling stations and their employees that are required to be registered with MIBCO by 30 March 2021. This also applies to entities and their employees that fall under "mechanisation" as per par 6 hereunder.

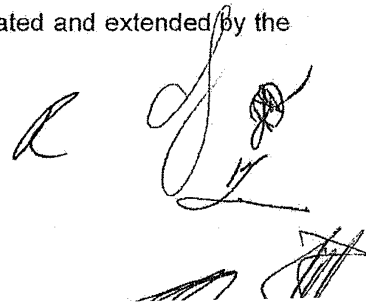
5. Retail outlets

- 5.1. The Applicant is not seeking, nor will claim jurisdiction over any retail branch within the Secondary Agriculture sector, irrespective of the goods sold in the retail branch.

6. Mechanisation

- 6.1. The Applicant is not seeking, nor will claim jurisdiction over "mechanisation" relating to the sale of parts or the repair of agricultural equipment. The Applicant, however, has jurisdiction over whole goods marketers (i.e. sales persons) at new and used vehicle dealerships and those employees involved in the sale of tractors, agricultural and irrigation equipment. The applicant will not require any of the respondents to change the remuneration and/or conditions of employment structure of its goods marketers (sales persons) who are already remunerated on more favourable terms as those prescribed by MIBCO's Collective agreements and/or whose conditions of employment are on more favourable terms as those prescribed by MIBCO's Collective agreements as promulgated and extended by the Minister of Labour.

- 6.2. The Respondents will be given a grace period until 31 December 2021, to phase in the terms of all of MIBCO's Collective Agreements as promulgated and extended by the

The block contains several handwritten signatures and initials in black ink. There are three distinct signatures, with the largest one being a cursive script. Below them are several sets of initials and shorter signatures, some appearing to be in a different script or style.

Minister of Labour in relation to sales persons employed at the individual Respondents.

- 6.3. The number of sales persons at each Respondent are currently as follow:

VKB	6
OVK	8
NWK	3
GWK	7
OBARO	12
SENWES	11

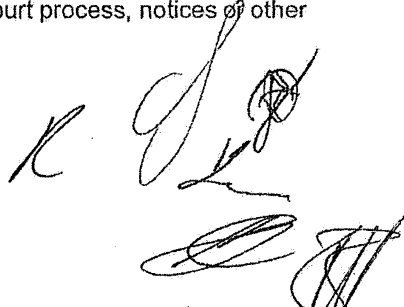
- 6.4. All sales persons appointed after date of signature of this agreement will be registered with MIBCO as from date of employment. All sales persons already in the employment of the Respondents would be registered within 30 (thirty) days of signature of this agreement.

7. Arbitration proceedings

- 7.1. This agreement settles the demarcation dispute as referred under case number: HO 5113-19. MIBCO will attend to filing the necessary withdrawal against the Respondents who are party to this agreement.:
- 7.2. The parties further agree that this agreement be made an arbitration award of the CCMA.
- 7.3. The CCMA will be requested to have the contents of this agreement published in the Government Gazette.

DOMICILIUM CITANDI ET EXECUTANDI

8. The parties choose as their *domicilia citandi et executandi* for all purposes under this Agreement, whether in respect of court process, notices of other



documents or communications of whatsoever nature the following addresses:

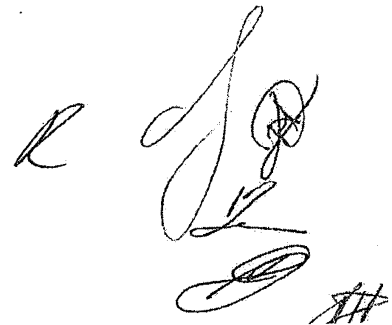
8.1. The Applicant:

MOTOR INDUSTRY BARGAINING COUNCIL (MIBCO)
275 KENT AVENUE
FERNDALE
RANDBURG
2125
TEL 011 369 7500/ 086 664 226
EMAIL : GeneralSecretary@mibco.org.za

8.2. The Respondents:

BARGAINING COUNCIL FOR THE GRAIN INDUSTRY
190 DR. SWANEPOEL ROAD
MAGALIESKRUIN
PRETORIA
0159
TEL: 012 543 1312
EMAIL: hanli@bcgrain.co.za

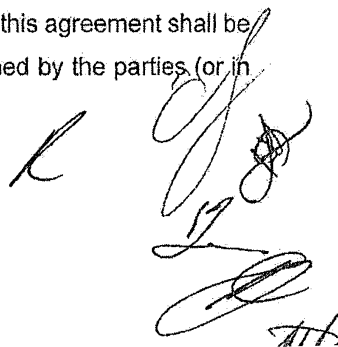
9. Any notice or communication required or permitted to be given in terms of this agreement shall be valid and effective only if in writing but it shall be competent to give notice by e-mail.
10. Either party may by notice to the other party change the physical address chosen as its *domicilium citandi et executandi* to another physical address where postal delivery occurs in Gauteng or its postal address or its e-mail address, provided that the change shall become effective on the 7th business day from the deemed receipt of the notice by the other party.
11. Any notice to a party:

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- 11.1. sent by prepaid registered post (by airmail if appropriate) in a correctly addressed envelope to it at an address chosen as its *domicilium citandi et executandi* to which post is delivered shall be deemed to have been received on the 7th business day after posting (unless the contrary is proved);
- 11.2. delivered by hand to a responsible person during ordinary business hours at the physical address chosen as its *domicilium citandi et executandi* shall be deemed to have been received on the day of delivery; or
- 11.3. sent by e-mail to its chosen e-mail address stipulated in clause 10.1, shall be deemed to have been received on the date of despatch (unless the contrary is proved);
- 11.4. Notwithstanding anything to the contrary herein contained a written notice or communication actually received by a party shall 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*.

WHOLE AGREEMENT, NO AMENDMENT

12. This Agreement constitutes the whole agreement between the parties relating to the subject matter hereof.
13. No amendment or consensual cancellation of this Agreement or any provision or term hereof or of any agreement, bill of exchange or other document issued or executed pursuant to or in terms of this Agreement and no settlement of any disputes arising under this Agreement and no extension of time, waiver or relaxation or suspension of any of the provisions or terms of this Agreement or of any agreement, bill of exchange or other document issued pursuant to or in terms of this agreement shall be binding unless recorded in a written document signed by the parties (or in



the case of an extension of time, waiver or relaxation or suspension, signed by the party granting such extension, waiver or relaxation). Any such extension, waiver or relaxation or suspension which is so given or made shall be strictly construed as relating strictly to the matter in respect whereof it was made or given.

14. No extension of time or waiver or relaxation of any of the provisions or terms of this Agreement or any agreement, bill of exchange or other document issued or executed pursuant to or in terms of this Agreement, shall operate as an estoppel against any party in respect of its rights under this Agreement, nor shall it operate so as to preclude such party thereafter from exercising its rights strictly in accordance with this Agreement.
15. To the extent permissible by law no party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein, whether it induced the contract and/or whether it was negligent or not.

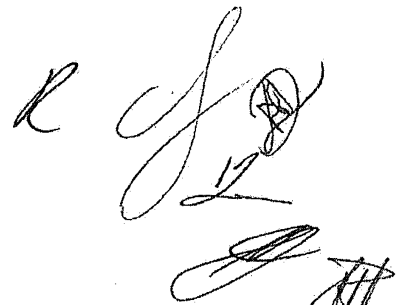
ORDER OF COURT

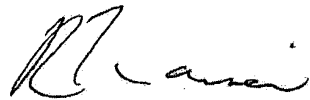
16. In the event that this Agreement has not been made an order of Court and any party breaches this Agreement, the aggrieved party will be entitled to make application to Court to make this agreement an order of court and to enforce the terms of hereof.

COUNTERPART

17. This Agreement may be executed in counterparts, each of which shall be deemed an original, and both of which together shall constitute one and the same Agreement as at the date of signature of the party last signing one of the counterparts.

SIGNED by the Applicant and witnessed on the following dates and at the following places respectively:

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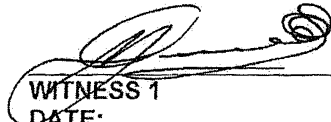
THE APPLICANT (DULY AUTHORISED)

MR. ROBERT KAISER

ACTING GENERAL SECRETARY

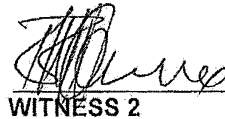
DATE: 09/02/2021

PLACE: 275 KENT AVENUE FERNDAL RANDBURG


WITNESS 1

DATE:

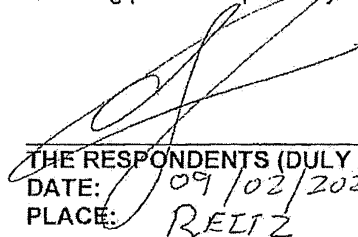
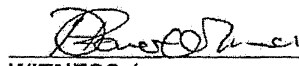
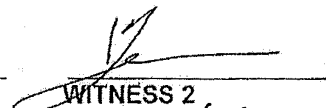
PLACE:


WITNESS 2

DATE:

PLACE:

SIGNED by the Respondents and witnessed on the following dates and at the following places respectively:


THE RESPONDENTS (DULY AUTHORISED)
DATE: 09/02/2021
PLACE: REITZ
WITNESS 1
DATE: 9/2/2021
PLACE: REITZ
WITNESS 2
DATE: 9/2/2021
PLACE: Reitz

SETTLEMENT AGREEMENT

between

MOTOR INDUSTRY BARGAINING COUNCIL ("MIBCO")

and

**OBARO HANDEL (PTY) LTD (previously known as MGK Bedryfsmaatskappy
(Pty) Ltd) ("OBARO")**

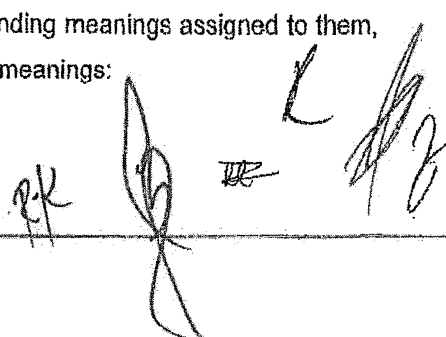
(Registration number: 1998/001675/07)

1. RECORDAL

- 1.1. MIBCO referred a demarcation dispute in terms of section 62(1) of the Labour Relations Act 66 of 1995 ("the LRA") wherein it seeks that certain members of the Grain Industry Bargaining Council ("BCGI") be demarcated under MIBCO, specifically referring to the motoring sales and service, parts sales as well as the fuel dispensing businesses of these members.
- 1.2. This Agreement is in full and final settlement of the dispute referred by MIBCO against *inter alia* OBARO, and any of OBARO'S subsidiaries, affiliated or associated companies, under case number HO 5113/19.
- 1.3. This Agreement will not give rise to any retrospective obligations for the Parties.

2. DEFINITIONS AND INTERPRETATION

In this Agreement, unless otherwise indicated by the context, the following words and phrases shall have the corresponding meanings assigned to them, and cognate expressions shall have similar meanings:



2.1. Definitions

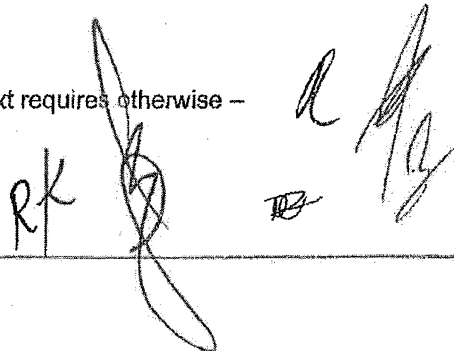
- 2.1.1. **"Arbitration Proceedings"** means the arbitration proceedings pending between MIBCO and *inter alia* OBARO in the Commission for Conciliation, Mediation and Arbitration ("the CCMA") under case number HO 5113/19;
- 2.1.2. **"Agreement"** means the settlement agreement set out in this document;
- 2.1.3. **"BCGI"** means the Grain Industry Bargaining Council;
- 2.1.4. **"Excluded filling stations"** means where the nature of the enterprise and its employees are associated with a retail store where the filling station is ancillary to the core business of the enterprise (retail store); which filling station is dependent on the administration of the retail store and on occasion also provides fuel to both the general public as well as account holders of OBARO, in other words the 2-pump scenario. For avoidance of doubt, excluded filling stations are filling stations with fuel pumps which are ancillary to a retail branch of Obaro. A list of the filling stations that Obaro perceives as being excluded filling stations is annexed hereto as Annexure "A".
- 2.1.5. **"Filling stations"** means all fully-fledged filling stations, whether accompanied or not with a convenience store which are not ancillary to the core business of the enterprise as well as dependant on the administration of a retail store and are open to the broader public. The definition of a filling station as per the MIBCO Main Agreement is *"an establishment or part of an establishment used mainly or exclusively for the sale of fuel and/or oil and/or for the lubricating and/or washing and/or polishing of motor vehicles including ancillary activities forming part of the filling station linked to the convenience store environment inclusive of the preparing, serving and selling of food/beverages to customers, but excluding activities of separately registered establishments whose sole activities relates too the restaurant, tea room and catering environment"*. A list of filling stations that will register with MIBCO and that will implement all of

MIBCO's collective agreements promulgated and extended by the Minister of Labour by 31 December 2021 is annexed hereto as **Annexure "B"**;

- 2.1.6. **"Implementation date"** means by no later than 31 December 2021, subject to the conditions as set out hereunder ;
- 2.1.7. **"MIBCO Main Agreement"** means the Bargaining Council for the Motor Industry -MIBCO: Extension to non-parties of the main collective agreement, as published in the Government Gazette No. 40771 on 7 April 2017.
- 2.1.8. **"Mechanisation"** means all current and/or future employees attending to the sale and/ or marketing of whole goods in OBARO'S mechanisation departments, excluding those employees attending to the repairs and/or servicing of tractors, agricultural implements and irrigation equipment. The supply of parts and the repair of tractors, agricultural and irrigation equipment will be excluded, and not subject to registration with MIBCO;
- 2.1.9. **"Parties"** means OBARO and MIBCO collectively and **"Party"** means any one of them;
- 2.1.10. **"Registration date"** means 30 business days after the signature date;
- 2.1.11. **"Relevant Business"** means the sale/marketing of whole goods in OBARO'S mechanisation departments as well as the fuel dispensing at the filling stations of OBARO (where applicable);
- 2.1.12. **"Secondary agricultural sector"** means the assembling, erecting, testing, repairing, adjusting, overhauling, wiring, spraying, painting and/or reconditioning of agricultural tractors, except where carried on in establishments rendering similar service in respect of motor cars, motor lorries or motor trucks."
- 2.1.13. **"Signature Date"** means the date upon which this Agreement is signed by the Party signing it last in time.

2.2. Interpretation

- 2.2.1. In this Agreement, unless the context requires otherwise –



2.2.1.1. the headings have been inserted for convenience only and shall not be used for nor assist or affect its interpretation;

2.2.1.2 if anything in a definition is a substantive provision in conferring rights or imposing obligations on anyone, effect shall be given to it as if it were a substantive provision in the body of this Agreement;

2.2.1.3 Should any dispute arise out of the interpretation of this Agreement, the Parties record that this is a negotiated agreement, that both parties have taken legal advice and that the provisions of the *contra preferentum* rule shall not apply for the purposes of determining the dispute between the Parties.

3 TERMS OF SETTLEMENT

3.1.1 OBARO agrees to be demarcated under the jurisdiction of MIBCO in respect of its Relevant Business, as set out in this Agreement, falling within the registered scope of MIBCO;

3.1.2 Subject to the provisions of this Agreement, OBARO will register all Filling stations, excluding those filling stations that it perceives not to fall under the scope of MIBCO as per the list annexed hereto as Annexure "B";

3.1.3 Subject to the provisions of this Agreement, OBARO will implement MIBCO's requirements in respect of its Mechanisation, including the minimum wage requirements of its employees falling within the registered scope of MIBCO as well as the obligations contained in all the collective agreements of MIBCO, by no later than 31 December 2021, as set out hereunder. For the avoidance of doubt, MIBCO is not seeking jurisdiction over "mechanisation", relating to the sale of parts or the repair of agricultural equipment. It has, however, jurisdiction over whole goods marketers (sales persons) at new and used vehicle dealerships and those employees involved in the sale of tractors;

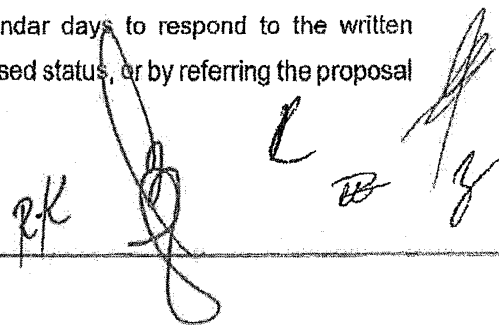
3.1.4 Subject to the provisions of this Agreement and in particular clauses 4.1 to 4.5 (both inclusive) hereof, by the Implementation date, all OBARO's employees

at the included Filling stations and in respect of Mechanisation will be subject to MIBCO's minimum wage requirements and all collective agreements of MIBCO as promulgated and extended by the Minister of Labour.

- 3.1.5 MIBCO will only have jurisdiction over the Relevant Businesses at OBARO, as set out in this Agreement, falling within the jurisdiction and registered scope of MIBCO;
- 3.1.6 All retail outlets and other business activities in the Secondary agricultural sector irrespective of the goods sold or services delivered, will be expressly excluded from MIBCO's jurisdiction and registered scope;
- 3.1.7 The Agreement and the application hereof will have no retrospective effect. For the avoidance of any doubt, OBARO will not be liable in any way to MIBCO in respect of any, but not limited to, compliance and/or payments whatsoever in terms of, but not limited to, MIBCO's Constitution, Collective Agreements, Rules and Regulations, Policies and Procedures.
- 3.1.8 MIBCO agrees that it will request the CCMA to make the necessary arrangements for the publication of this agreement in the Government Gazette.

4 REVIEW OF FILLING STATIONS

- 4.1 The parties will be afforded until the Implementation date (i.e. by no later than 31 December 2021) to finalise a review exercise as to whether a particular filling station/s (and/or mechanisation business) referred to in clause 2.1.4 constitute a Filling Station as defined in clause 2.1.5, in which event such Filling Stations will fall under the jurisdiction of MIBCO (with reference to current filling stations/mechanisation business and also any Filling station/s/mechanisation business that may be procured or built after signature of this agreement). The Parties will be required to make written submissions to the other regarding the status to be assigned to the Filling station/s and/or mechanisation business in question with the necessary motivation in support of its submissions. The other party will be afforded a period of 30 calendar days to respond to the written motivation, either by consenting to the proposed status, or by referring the proposal

The bottom of the page contains several handwritten signatures and initials. On the left, there are initials 'PK' and a large, stylized signature. To the right of this is a signature that appears to be 'L' followed by a flourish. Further right is a signature that looks like 'W' followed by a flourish. On the far right is a signature that appears to be 'Z' followed by a flourish.

to mediation in accordance with the Dispute Resolution mechanism at clause 5 below.

4.2 Once it is agreed that a Filling station (or mechanisation business) indeed falls within the scope of MIBCO, Obaro will be required to incrementally phase in the minimum wage and all collective agreements of MIBCO, as set by MIBCO for all current and future employees relating to OBARO'S Relevant Business, as set out in this Agreement, falling within the jurisdiction and registered scope of MIBCO, which incremental phase in aforementioned shall not commence before 1 April 2022 but shall be completed by no later than 31 August 2022. The date of implementation will not be earlier than 1 April 2022, but by no later than 31 August 2022.

4.3 The parties will agree to the aforesaid implementation date of any particular Filling station/mechanisation business on a case-by-case basis.

4.4 The implementation date of 31 December 2021 will not apply to those Filling stations that have already been registered by OBARO with MIBCO prior the date of signing this Agreement. These Filling stations are required to ensure that they continue to comply with the contents of MIBCO's collective agreements as extended by the Minister of Labour.

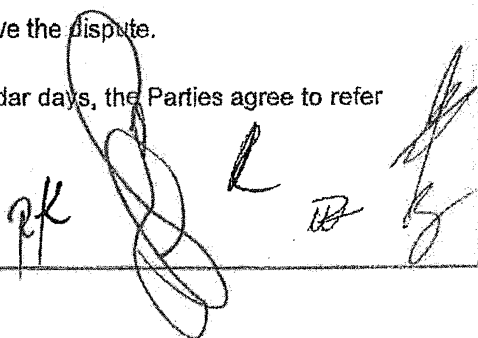
4.5 OBARO will provide a list of Filling stations and their employees that are required to be registered with MIBCO by 31 December 2021. This also applies to entities and their employees that fall under "Mechanisation".

5 DISPUTE RESOLUTION

5.1 Should a dispute arise regarding the interpretation or application of this agreement; or in respect of the review and assessment of filling stations ("the disputed filling stations") referred to in clause 4 above, the Parties agree to:

5.1.1 Negotiate in good faith with a view to resolve the dispute.

5.1.2 If the dispute is not resolved with 14 calendar days, the Parties agree to refer the matter to mediation.



- 5.1.3 If no amicable resolution is reached during mediation, the Parties will refer the matter for arbitration (after following the peremptory provisions of a referral to conciliation and then arbitration as per the relevant provisions of the Labour Relations Act 66 of 1995).
- 5.1.4 Should the matter not be resolved, any party may request the dispute to be arbitrated as to whether any disputed filling station/mechanisation business or any employee of OBARO fall within the scope of MIBCO.
- 5.1.5 Any determination or arbitration award aforementioned shall not have any retrospective effect and having regard to and taking into account the implementation date as well as the time periods referred to in clause 4.2 in so far as any potential retrospective award or determination may be made, i.e. any retrospective effect that a determination or arbitration award may have, would not be earlier than the date of 1 April 2022.

6. DOMICILIUM CITANDI ET EXECUTANDI

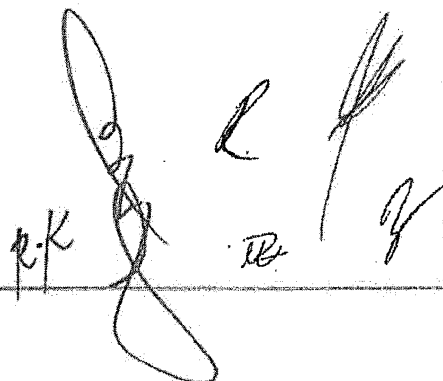
- 6.1. The Parties choose as their *domicilia citandi et executandi* for all purposes under this Agreement, whether in respect of notices or other documents or communications of whatsoever nature the following addresses:

6.1.1. MIBCO:

MOTOR INDUSTRY BARGAINING COUNCIL (MIBCO)
275 KENT AVENUE
FERNDALE
RANDBURG
2125
TEL 011 369 7500/ 086 664 226
EMAIL : GeneralSecretary@mibco.org.za

6.1.2. OBARO:

CO GRAHAM AND SILVERLAKES
ROAD
SILVER LAKES



GAUTENG

0081

TEL: 012 831 2989 / 2915

EMAIL: roelof.swanepoel@obaro.co.za

manie.prinsloo@obaro.co.za

6.2. Any notice or communication required or permitted to be given in terms of this agreement shall be valid and effective only if in writing.

6.3. Either Party may by notice to the other party change the physical address chosen as its *domicilium citandi et executandi* to another physical address in Gauteng, provided that the change shall become effective on the 7th business day from the deemed receipt of the notice by the other Party.

6.4. Any notice to a Party must be delivered by hand to a responsible person during ordinary business hours at the physical address chosen as its *domicilium citandi et executandi* and shall be deemed to have been received on the day of delivery; or

6.5. Notwithstanding anything to the contrary herein contained a written notice or communication actually received by a party shall 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*.

7 FULL AND FINAL SETTLEMENT

This Agreement is entered into without any admission of liability by any Party and in full and final settlement of any and all disputes between the Parties.

8 COSTS

Each Party shall bear its own legal fees and disbursements in relation to the Litigation Proceedings, as well as the costs in respect of the negotiation, drafting and conclusion of this Agreement.

Handwritten signatures and initials are present at the bottom of the page. On the left, there are initials 'RK'. In the center, there is a large, stylized signature. To the right of this signature, there are several other initials and signatures, including what appears to be 'L', 'B', and 'G'.

9 GENERAL

9.1 This Agreement is effective on the Signature Date;

9.2 This Agreement constitutes the whole agreement between the Parties and any representations not contained herein shall not be binding on the Parties. Neither Party shall have any claim or right of action arising from any undertaking, representation or warranty not included in this document.

9.3 This Agreement supersedes and replaces any and all prior agreements between the parties. Each Party hereby abandons any and all claims, rights and/or obligations that they had or may have had thereunder.

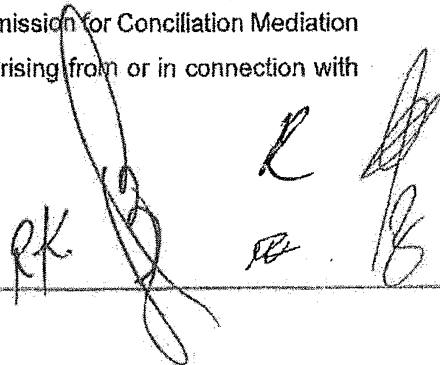
9.4 Any failure by either Party to enforce any provision of this Agreement or indulgence given shall not constitute a waiver of such provision or affect in any way that Party's right to require performance of any such provision at any time in the future, and nor shall the waiver of any subsequent breach nullify the effectiveness of the provision itself.

9.5 No agreement to vary, amend, add to or cancel this Agreement shall be of any force or effect unless reduced to writing and signed by or on behalf of all the Parties to this Agreement.

9.6 Neither Party may cede any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party to this Agreement.

9.7 Each Party warrants that it is acting as a principal and not as an agent for an undisclosed principal.

9.8 The laws of the Republic of South Africa shall govern this Agreement and the Parties. In the event of the dispute not being capable of resolution in terms of the Dispute Resolution clause above, and when applicable, the Parties hereby consent and submit to the jurisdiction of the Commission for Conciliation Mediation and Arbitration in relation to any other dispute arising from or in connection with this Agreement.

The block contains several handwritten signatures. On the left, there is a signature that appears to be 'RK'. To its right is a large, stylized signature. Further right are two smaller signatures, one of which looks like 'R' and the other like 'B'.

9.9 This Agreement may be signed in two counterparts, in which event the two originals together shall constitute the entire Agreement between the Parties.

9.10 Any illegal or unenforceable provision of this Agreement may be severed, and the remaining provisions of this Agreement continue in force, to the extent that the severed provisions of the Agreement do not materially impact on the rights of a Party flowing from this Agreement.

9.11 The Parties further agree that this agreement be made an arbitration award of the CCMA.

SIGNED at PAIDBURG on this 23rd day of MARCH 2021

ON BEHALF OF THE MOTOR INDUSTRY
BARGAINING COUNCIL

Duly authorised

ROBERT KAISER

Name of signatory in block letters

AS WITNESS:

Signature of witness

Name of witness in block letters

RUTH DIALE

SIGNED at Pretoria on this 19 day of March 2021

ON BEHALF OF OBARO HANDEL (PTY)
LTD

Duly authorised

Francis du Rand

Name of signatory in block letters

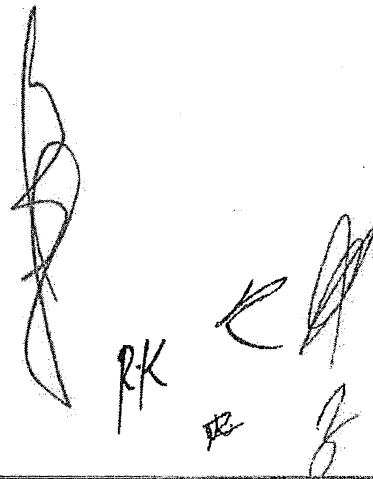
AS WITNESS:

[Signature]
Signature of witness

Zandre v.d Merwe Merwe Pringle
Name of witness in block letters

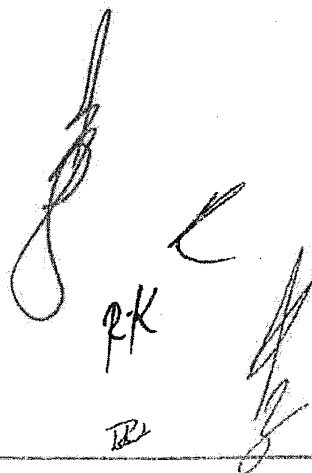
ANNEXURE A

1. Potgietersrus;
2. Skuinsdrift;
3. Potchefstroom;
4. Magaliesburg;
5. Northam;
6. Dwaalboom;
7. Pretoria;
8. Thabazimbi;
9. Koedoeskop;
10. Hartswater;
11. Lydenburg;
12. Burgersfort;
13. Hoedspruit;
14. Komatipoort;
15. Vaalwater;
16. Naboomspruit;
17. Malelane;
18. Baberton.

Handwritten signatures and initials. On the left is a large, stylized signature. To its right are the initials 'RK'. Further right are two more signatures, one above the other, with the initials 'RK' written below them.

ANNEXURE B

1. Brits;
2. Rustenburg;
3. Marblehall;
4. Groblersdal;
5. Wonderboom.

Handwritten signatures and initials in the bottom right corner of the page. There are three distinct signatures: a large, stylized one on the left, a smaller one in the middle, and another on the right. Below the middle signature are the initials 'RK' and 'DB'.