

SUB-CONTRACT ORDER



This Order Number must be quoted on all Delivery Notes, Invoices and Statements. Invoices must be submitted in Duplicate.

ORDER No.

SC...../ 001

WBHO Construction (Pty) Limited
53 Andries Street
Wynberg, Sandton
Telephone (011) 321 7200
PO Box 531, Bergvlei 2012
Fax No: 887 4364

Messrs

DATE

CONTRACT NAME:

SUB-CONTRACT FOR:

We hereby appoint you as a sub-contractor for the execution of the above work, all in accordance with the terms and conditions stated hereon and printed on the attached three pages, together with the attached documents listed below.

- 1. The Sub-Contract Order Number must be quoted on all correspondence.**
- 2. Retention applicable :%**
- 3. Defect Liability Period Applicable : ...years after Final Completion .**
- 4. The Site Agent / Contracts Manager is Mr – 082**
- 5. All monthly valuations and invoices to be sent to Site for the attention of our Site Quantity Surveyor – Mr-082..... Email**

Commencement of any of the work or delivery of any of the goods herein referred to shall imply your acceptance of all the terms and conditions set forth or referred to herein and shall be conclusive proof that you have acquainted yourselves with and contracted with us on the basis of these terms and conditions.

Kindly acknowledge receipt of this order and sign and return all of the documents. Failure to do so will result in non-payment of your account

Accepted for and on behalf of:

SIGNATURE:

Name in block letters

DESIGNATION:

NOTE: Please initial each page of attached documents

WITNESSES:

1.

2.

DATE:

| Prefix | Contract Number | Cost Code |
|--------|-----------------|-----------|
| | | |

REQUISITION NO.

For and on behalf of
WBHO Construction (Pty) Limited

SCHEDULE OF CONDITIONS GOVERNING THIS SUB-CONTRACT ORDER

1. INCORPORATION OF PRINCIPAL AGREEMENT

Copies of the Principal Agreement together with any applicable specifications, drawings, bills of quantities and other relevant documents are available in our office for your perusal and you are invited to inspect them in order to acquaint yourself with the terms thereof. You are deemed to be fully aware of all matters contained in the abovementioned documents whether or not you avail yourself of the opportunity to inspect them. The terms of the Principal Agreement insofar as they relate to or can be related to this Sub-contract shall apply to and form part of this Sub-contract as if incorporated herein. You will be liable for any amount for which we may be held liable arising from your breach of any of your obligations under this Sub-contract or under the Principal Agreement. If there is a conflict between the terms of the Principal Agreement and of this Sub-contract the terms of the Sub-contract shall prevail. Without in any manner limiting the generality of the foregoing it is specifically recorded that the remedies and powers of the Employer towards the Contractor shall mutatis mutandis apply as between the Contractor and any Sub-contractor.

2. WORKS RISK AND INSURANCE

You are responsible for making good, at your own cost, any damage to the Sub-contract works, however caused, except to the extent that it arises from our negligence or one of the excepted risks set out in the Conditions of Contract for the Principal Agreement.

Your employees are to be insured by you in terms of the Workmen's Compensation Act No. 30 of 1941 as amended.

You shall insure your Common Law Liability to your employees falling outside the scope of the Workmen's Compensation Act. The limit of such indemnity shall be as required by the Principal Agreement conditions or R500 000 whichever is the greater.

Should no Principal's cover for Contractor's All Risks and/or Public Liability have been arranged you shall insure the Sub-contract Works jointly in the names of the Principal, ourselves and yourselves for Contractor's All Risks and/or Public Liability.

The Sub-contractor is to insure the Sub-contractor's own Construction Plant and Equipment . You shall further arrange your own insurance for all motor vehicles, other liabilities and risks as required by law or considered necessary by you.

Such cover as you are required to arrange shall be entirely your responsibility and shall remain in force throughout the period of the Sub-contract.

3. HEALTH AND SAFETY

All Subcontractors must comply with the WBHO Health and Safety requirements. Please liaise with our site Safety Officer.

4. JURISDICTION

You and your employees on the Contract Site and all your material and plant thereon shall be under the jurisdiction of our Site Agent, Contracts Manager, Contracts Director or such other person who is in charge of the Works from time to time.

5. PROGRAMME FOR COMPLETION

All work incorporated in this Sub-contract shall be completed strictly in accordance with our programme. The Sub-contractor must liaise closely with the Contractor to ensure timeous completion of the Sub-contractor's work in accordance with our requirements, which may be

amended from time to time. No claims of any nature will be entertained arising out of compliance with this clause.

6. WATER, POWER, PLANT AND SCAFFOLDING

The Sub-contractor will be allowed free use of the same sources of water and power (if any) as the Contractor but must make his own installations at his own expense should the Contractor's arrangements be inadequate for his purposes. The Sub-contractor will be responsible for the costs of water and power for the commissioning of his installations .

The Sub-contractor will be allowed free use of scaffolding erected by the Contractor for the Contractor's purposes for as long as the Contractor may require it to be in position, when not required by the Contractor. The Sub-contractor shall satisfy themselves as to the adequacy of this scaffolding for the Sub-contractor's purposes and hereby indemnifies the Contractor against any claims which may arise from the Sub-contractor's use thereof.

Any form of special scaffolding required by the Sub-contractor is to be supplied, erected and dismantled by the Sub-contractor at the Subcontractor's expense and is subject to the approval of the Contractor.

7. EXTRAS

No claim for extra work will be recognized unless such extra work is authorized in writing by the Site Agent or other authorized Contractor's representative.

8. APPROVAL

All work must be carried out to the satisfaction of the Principal Agent and /or relevant Agent, the Employer and the Contractor.

9. PAYMENT

All claims for progress payments must be received by us in writing, before the twenty-third day of each month. Subject to your work being approved for payment by the Employer's Agent and ourselves, the amounts due, less retention and discount will be paid within 10 days of the receipt of payment by ourselves from the Employer.

10. DAMAGE

Any damages occurring to the Works or to any plant or equipment on the Works, due to any act, omission or negligence on your part or your employees, shall be made good at your expense.

11. QUANTITIES

It is understood that any quantities referred to in this Order are approximate / provisional only. Interim payments will be made at your scheduled or new agreed rates on quantities of work done by yourselves measured by our Site Quantity Surveyor and agreed with yourselves.

12. MODIFICATIONS

- (a) Notwithstanding this Acceptance of your tender, this Sub-contract is subject to alterations or other variations, or determination in terms of the Principal Agreement, or at our discretion, and to such other circumstances arising from causes beyond our control.
- (b) In the event of the cancellation of the Principal Agreement, then your contract shall likewise be cancelled, but payments shall be made for work carried out to date of cancellation without any further liability attaching to us herein.

13. CESSIONS

The Sub-contractor shall not cede, assign, transfer or sublet the Subcontract Works associated with this Order or any portion thereof without first having obtained, in writing, the express consent of the Site Agent or other authorized Contractor's representative.

14. CONDITIONS

You waive, renounce and abandon any terms and conditions set out in your tender which are in

conflict with the conditions in this document.

15. RESPONSIBILITY

The Contractor accepts no responsibility for any plant or material handled on your behalf nor for the loss of or damage to any of your plant or material.

16. BEE REQUIREMENTS

All Subcontractors must comply with WBHO's BEE requirements.

17. CLEANING

You will be held responsible for cleaning up, handling and cartage of debris occasioned by your Sub-contract works. Should you neglect to do so you will be held liable for the costs incurred by the Contractor or others to do so.

18. FURTHER OR ADDITIONAL WORK

These Conditions shall apply to any further or additional work carried out for the Contractor under this Sub-contract Order.