

SERVICE LEVEL AGREEMENT

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between

SANITECH
A DIVISION OF WACO AFRICA
PTY (LTD)

Registration Number: 2012/000665/07

VAT Number: 4440260539

and

[CLIENT _____

Registration Number :

VAT Number :]

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SERVICE SCHEDULE 1 – [SANITECH]

CLEANING LABOUR & EQUIPMENT DEPLOYMENT CLIENT NAME]

STAFFING COMPLEMENT:

]

STAFF

The work will be carried out by experienced personnel, clothed in clean and distinctive uniforms whilst carrying out their duties. All staff will be literate, competent in verbal and written communication.

MANAGEMENT AND SUPERVISION

Staff will be managed and supervised on a continual basis. Our Area Manager will visit on a weekly / bi-weekly / monthly, depending on contract requirements.

EQUIPMENT AND CHEMICALS

[*This quotation includes:*

]

All small equipment and chemicals

Cleaning equipment will be colour coded and allocated to designated areas. All our chemicals are ISO 9000 accredited. Data sheets for the chemicals that we will be using will be provided.

EQUIPMENT AND MATERIALS

Sanitech will provide all equipment and materials necessary for the execution of the contract. Adequate lockable storage space for Sanitech's equipment and materials, and water and power for Sanitech's equipment is to be provided by the client, free of charge.

V7.5.25

SPECIFICATION OF CONTRACT CLEANING SERVICES

CLIENT NAME:.....

1. AREAS TO BE SERVICED

2. FLOOR MAINTENANCE

Ceramic tiles, sealed floors and carpets

- Wet mop all ceramic tiled areas Daily
- Vacuum carpets Daily
- Wet Mop all sealed floors Daily

3. DUSTING

- Dust all horizontal surfaces to a height of two metres Daily
- Dust accessible high ledges and fittings Daily
- Dust all vertical surfaces up to a height of two metres Daily
- Dust accessible ledges Daily
- Dust accessible light fittings Daily

4. CLOAKROOMS/ABLUTIONS

- Clean and sanitize all bowls, basins and urinals 3 x Daily
- Wet wipe and disinfect toilet seats 3 x Daily
- Empty and clean all waste receptacles 3 x Daily
- Clean all mirrors 3 x Daily
- Replenish toilet paper (supplied by Client) 3 x Daily
- Replenish liquid hand soap (supplied by Client) 3 x Daily
- Replenish paper hand towels (supplied by Client) 3 x Daily

SERVICE SCHEDULE 1 – [SANITECH]

5. KITCHENETTES/CANTEEN AREA

- Washing of cups, saucers and plates 3 x daily
- Serving of teas and coffees to Clients and Management 3 x daily
- Wet wash and disinfect all kitchen surfaces and appliances daily
- Disinfecting of all table and chairs daily
- Emptying of all refuse bins in canteen area daily

6. YARD/CARPARK AREA

- Sweeping of all yard and carpark area daily
- Removal of all litter to designated waste area daily

7. OFFICE AREAS

- Wet mop tiled floor area daily
- Vacuum carpeted area daily
- Polish desks and office furniture daily
- Clean and disinfect telephones daily
- Empty waste receptacles daily
- Wet Wipe any marks on walls daily
- Dust all vertical and horizontal ledges and fittings up to 2 metres daily

8. RECEPTION AREA

- Wet wipe all tiled floor area daily
- Clean all entrance glass doors daily
- Dust and polishing of all reception furniture daily
- Cleaning of hand rail – stairway to office daily
- Wet wipe all walls, ledges and notice boards to height 2 m daily

9. EXTERIOR ACCESSIBLE WINDOWS & GLASS

- Wash all exterior accessible windows and glass Monthly
- Reception exterior glass windows cleaned weekly

SERVICE SCHEDULE 1 – [SANITECH]

10. HYGIENE RENTAL SERVICES

- The installation, maintenance and service of the hygiene products as specified in the Pricing schedule.

11. PEST CONTROL SERVICES

Monthly

- To provide a comprehensive pest control treatment and prevention programme for the elimination of cockroaches and rodents. Includes the supply of ----- exterior bait stations.

12. DEEP CLEAN SERVICES

Monthly

- To provide a comprehensive chemical deep clean maintenance service of toilet bowls, basins, urinals and shower areas for the elimination of body fats, bacteria and odours.

PRICING SCHEDULE – [SANITECH]

PRICING SCHEDULE

The cost of this service will be carried out for the sum of:-

[

- | | | |
|-----------|---|----------|
| 1. | Contract Cleaning (per month excluding VAT) | R |
|
 | | |
| 2. | Hygiene Rental Service (per month excluding VAT) | R |
|
 | | |
| 3. | Pest Control Service (per month excluding VAT) | R |
|
 | | |
| 4. | Deep Clean Service (per month excluding VAT) | R |

]

All the aforementioned prices exclude VAT

The Contract Cleaning price is based on the current legislated minimum wage rates of the cleaning industry. Minimum wage rates are revised annually and implemented in March of every year. The above contract cleaning price will change in accordance with the minimum wage.

1) 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 include the other two genders;
- 1.1.2. the singular include the plural and vice versa; and
- 1.1.3. natural persons include created entities (corporate or unincorporate) and the state and vice versa;
- 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 written document as read together with the Schedules thereto, any annexures and subsequent amendments;
- 1.2.2. **"Business Days"** means any day other than a Saturday, Sunday or official Public Holiday in the Republic of South Africa as promulgated in terms of the Public Holidays Act 36 of 1994, as amended from time to time;
- 1.2.3. **"Business Hours"** means in relation to Business Days, the hours between 08h00 and 16H30 (both inclusive);
- 1.2.4. **"Client"** means [-----with company registration number -----]
- 1.2.5. **"Commencement Date"** means the date on which this Agreement commences, which is [.....] irrespective of the date of signature of this Agreement;
- 1.2.6. **"Consideration"** means the charges which the Client shall pay to Sanitech in consideration for the Services, additional services and ad hoc services rendered as set out in the Pricing Schedule/s;
- 1.2.7. **"CPI"** means the weighted average of the Consumer Price Index in respect of all areas and for all items as published by Statistics South Africa from time to time; provided that if the Consumer Price Index is no longer published the Parties shall agree a commercially acceptable alternative;
- 1.2.8. **"Effective Date"** means, in respect of each individual Service, the commencement date as stipulated on each Schedule;
- 1.2.9. **"Insolvency Act"** means the Insolvency Act 24 of 1936, as amended from time to time;
- 1.2.10. **"Intellectual Property"** means any and all known or hereafter known tangible and intangible rights associated with works of authorship throughout the world, including but not limited to copyrights, trademarks and trade name rights, domain name rights, trade secret rights, patents, designs, algorithms and all other intellectual property rights of whatever nature however known around the world including logos, distinctive marks and any other unique identifiable feature whether arising by operation of law, contract, licence or otherwise and all registrations, initial applications, renewals, extensions, continuations, divisions or reissues now or hereafter in force;
- 1.2.11. **"Parties"** means the Client and Sanitech collectively and **"Party"** means either one of them as the context may indicate;
- 1.2.12. **"Prime Interest Rate"** means the prime rate of interest quoted publicly from time to time by Standard Bank, which for all purposes under this Agreement shall be evidenced by a certificate signed by a manager of such bank, whose appointment and authority it shall not be necessary to prove;
- 1.2.13. **"Pricing Schedule/s"** means the schedule/s attached to this Agreement setting out the charges which the Client will pay to Sanitech in consideration for the Services;
- 1.2.14. **"Nominated Bank Account"** means the following bank account maintained by or for the benefit of Sanitech, namely:-
- | | | | |
|-----------|----------------|---|---|
| 1.2.14.1. | Account holder | : | Sanitech a division of Waco Africa (Pty) Ltd |
| 1.2.14.2. | Bank | : | Standard Bank |
| 1.2.14.3. | Branch code | : | 042526 |
| 1.2.14.4. | Account number | : | 051 784 726 |
- or such other South African bank account nominated in writing by Sanitech at least 5 (five) Business Days prior to the date on which any relevant payment is to be made by the Client to Sanitech in terms of this Agreement;
- 1.2.15. **"Reimbursable Expenses"** means out-of-pocket expenses, not provided for in the Pricing Schedule/s, actually and reasonably incurred by Sanitech in performing its obligations under this Agreement and agreed to, in writing, between the Parties beforehand, and supported by appropriate documentation, including courier, shipping, document reproduction, postage, long-distance telephone charges, travel and living expenses for Sanitech staff members;
- 1.2.16. **"Sanitech" and/or "Sanitech Hygiene"** means Sanitech a division of Waco Africa Proprietary Limited with company registration number 2012/000/665/07;
- 1.2.17. **"Service"** means each of the respective services to be rendered by Sanitech as detailed in the Service Schedules and **"Services"** means all of them;
- 1.2.18. **"Schedules"** means collectively, the Service Schedules and the Pricing Schedules attached to this Agreement;
- 1.2.19. **"Service Schedule/s"** means the schedule/s attached to this Agreement setting out the details of the Service/s;
- 1.2.20. **"Sub-Contractor"** means a service provider, which may be appointed by Sanitech to provide, either in whole or in part, the Services;
- 1.2.21. **"VAT"** means Value-Added Tax at the prevailing rate in terms of the VAT Act 89 of 1991, as amended from time to time.

- 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. 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;
- 1.8. 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;
- 1.9. the expiration or termination of this Agreement shall not affect such of the provisions of this Agreement as expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this; and
- 1.10. 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.

2) APPOINTMENT AND DURATION

- 2.1. With effect from the Commencement Date, which is, the Client hereby appoints Sanitech as a provider of the Services to the Client, upon the terms and conditions set out in this Agreement and Sanitech hereby accepts such appointment.
- 2.2. Notwithstanding the Commencement Date, the Services as detailed in each respective Service Schedule will commence on the Effective Date detailed in each respective Service Schedule and shall endure for an initial period of ~~24~~ (twenty four) months ("initial period"), and thereafter shall automatically be renewed for further period/s of ~~24~~ (twenty four) months unless either Party shall have given to the other Party notice in writing by not later than the date being 90 (ninety) days prior to the expiry of any ~~24~~ (twenty four) month period. Where a Party gives notice of termination in terms of this clause 2.2, the termination of a Service will not affect those rights and obligations which are to survive beyond the termination of this Agreement.

3) SERVICES AND SERVICE SCHEDULES

- 3.1. Upon commencement of this Agreement, Sanitech shall render the Services to the Client at the locations and in accordance with the details set out on the Service Schedules.
- 3.2. The Services that Sanitech shall render to the Client will be detailed in the Service Schedules attached to this Agreement which shall constitute separate and indivisible contracts for the provision of the Services referred to therein, upon the terms contained in such Service Schedule read together with the provisions of this Agreement, it being recorded and agreed that the terms of this Agreement shall supersede and prevail over any terms and conditions contained in any other document..
- 3.3. The Client may request additional and/or *ad hoc* services beyond the scope of Services detailed in the Service Schedules, in which instance such additional and/or *ad hoc* services shall be quoted by Sanitech separately and if accepted by the Client, will be subject to the terms and conditions contained in this Agreement and the relevant Service Schedule.
- 3.4. Notwithstanding anything contained in this Agreement, the respective Service Schedules may contain additional requirements and/or conditions, which shall be read in conjunction with that specific Service Schedule and shall supplement this Agreement.

4) CONSIDERATION

- 4.1. The Consideration for the Services rendered by Sanitech shall be recorded in the relevant Pricing Schedule.
- 4.2. All the amounts specified in the Pricing Schedule or quoted in respect of additional and/or *ad hoc* services will be exclusive of VAT.
- 4.3. Sanitech shall provide the Client with a consolidated VAT invoice, on the first day of the current month of service.
- 4.4. Unless otherwise agreed between the Parties, all quotations, invoices or purchase orders for Services will be expressed in South African Rands.
- 4.5. Unless otherwise agreed in writing, the Consideration in respect of each Service shall be subject to annual escalation, which escalation shall not be less than the annual percentage increase in CPI, and shall take into consideration the statutory wage increase of labour, costs of materials, travelling expenses and other material costs which impacts on the provision of the Services.
- 4.6. In addition to the Consideration referred to in the Pricing Schedule/s and subject to the Client's written pre-approval, Sanitech shall be entitled to charge the Client for Reimbursable Expenses and *per diem* expenses.

5) PAYMENT

- 5.1. The invoice referred to in 4.3 shall be paid free of deduction or set off by not later than the last Business Day of every month, being the current month of service ("the due date").
- 5.2. Any amounts overdue and not paid on the due date shall bear interest at 3% (three) above the Prime Interest Rate calculated from the due date until date of final payment, both days inclusive, which interest shall be compounded monthly in arrears.
- 5.3. All payments made by Client under this Agreement shall be made without deduction of any taxes, withholding or other charges or imposts of whatever nature or wherever or by whomsoever imposed, unless directed to by a recognised regulatory or judicial body.

6) SANITECH'S OBLIGATIONS

- 6.1. Sanitech shall perform the Services in accordance with the Service Schedules with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.
- 6.2. It is the core principle of this Agreement that Sanitech shall be solely responsible to the Client for all work undertaken in terms of this Agreement, notwithstanding the fact that some or all of the Services may be performed by Sub-Contractors, managed and working in conjunction with Sanitech, it being recorded that the Client has consented to Sanitech utilising the services of Sub-Contractors.
- 6.3. Sanitech shall ensure the exercise of reasonable care by each Sub-Contractor in the provisions of the Services and in doing so shall conduct the necessary audits and/or inspections of the Sub-Contractor at regular intervals.

7) CLIENT OBLIGATIONS

- 7.1. The Client will provide Sanitech with the following, free of charge, at each of the sites specified in the Service Schedules:-
 - 7.1.1. safe and unhindered access to the premises;
 - 7.1.2. lighting;
 - 7.1.3. electricity;
 - 7.1.4. water;
 - 7.1.5. change rooms;
 - 7.1.6. safe storage facilities;
 - 7.1.7. first aid kits; and
 - 7.1.8. any other facilities that may be reasonably necessary to facilitate the Services at the premises.
- 7.2. The Client shall ensure that the Consideration is duly and timeously paid in accordance with this Agreement.
- 7.3. The Client shall at all times act in good faith.
- 7.4. Upon reasonable notice, the Client shall do all tasks required to provide Sanitech and/or the Sub-Contractors access to any environment as may be reasonably required by Sanitech and/or the Sub-Contractors to provide the Services efficiently and in order for Sanitech to comply with its obligations in terms of this Agreement.
- 7.5. The Client will not become involved in the internal processes of Sanitech, save to the extent that it is necessary for the fulfilment of the Client's and Sanitech's obligations in terms of this Agreement.

8) RELATIONSHIP MANAGEMENT

- 8.1. Each Party hereto shall appoint a representative as its respective liaison officer who will be responsible for the overall monitoring, liaison and management of the relationship between the Parties on an on-going basis. The liaison officer of each Party shall be identified in writing by each Party to the other within a period of 48 (forty-eight) hours of signature hereof.
- 8.2. Should either Party wish to appoint a new representative as its liaison officer, or should the contact details of the liaison officer change, the Party shall provide the other Party with immediate written notice of such change.
- 8.3. In carrying out their duties as liaison officers, such parties shall:-
 - 8.3.1. report to each other for the duration of this Agreement and shall ensure that any defective or unacceptable performance of a Party is brought to the attention of the relevant liaison officer timeously so as to enable corrective action to be taken;
 - 8.3.2. continually review the requirements of both Parties and agree on the date of meetings required to discuss such requirements; and
 - 8.3.3. meet regularly to review the relationship and to provide feedback regarding any specific requirements or issues raised by their respective principals.
- 8.4. Where any specific action or consent is required by either Party in terms of this Agreement:-
 - 8.4.1. advise the liaison officer of the other Party of such required consent or action;
 - 8.4.2. take the necessary steps to ensure that the required action is taken or required consent is given;
 - 8.4.3. provide feedback regarding the relationship to their respective principals.

9) BREACH

- 9.1. If at any time during this Agreement, a Party (hereinafter "Defaulting Party") commits a material breach of this Agreement, the other Party (hereinafter "Aggrieved Party") shall notify the Defaulting Party thereof in writing. The Defaulting Party shall then be given 7 (seven) Business

Days within which to rectify the breach. Should the Defaulting Party fail to remedy the breach within the specified period, the Aggrieved Party shall be entitled, without prejudice to any other remedies which may be available in law, either to claim specific performance of the terms of this Agreement and/or the Schedule/s or to cancel this Agreement and/or the Schedule/s and, in either event, claim and recover damages from the Defaulting Party.

10) DISCLAIMER AND LIMITATION OF LIABILITY

- 10.1. The Client shall have no claim against Sanitech, its directors, employees, sub-contractors, agents, representatives or affiliates and the Client hereby indemnifies and holds Sanitech harmless from any liability in respect of any loss or damage of whatsoever nature whether direct, incidental or consequential caused by or arising from the Services rendered by Sanitech and/or a Sub-Contractor to the Client or from any other cause whatsoever or howsoever arising, except those direct losses/damages suffered by the Client arising from the negligence, gross negligence of Sanitech, its directors, employees, sub-contractors, agents, representatives or affiliates in respect of which losses/damages Sanitech will be held liable
- 10.2. Sanitech has made no representations or warranties and disclaims all representations and warranties in regard to the Services rendered by it, including, inter alia, warranties as to the suitability of the Services to the Client.
- 10.3. The Client hereby acknowledges that no director, employee, Sub-Contractor, agent, representative and/or affiliate has the authority to make any verbal representation, statement, warranty or guarantee which has any binding effect on Sanitech.

11) DISPUTE RESOLUTION, JURISDICTION AND COSTS

- 11.1. The Parties agree that should any dispute, difference, deadlock or impasse of any kind arise between the Parties in connection with or arising out of this Agreement or the carrying out of the Services including any dispute as to any decision, opinion, instruction or direction of the Client, whether prior to or upon termination, abandonment or breach of this Agreement, it shall be settled in the following matter:-
- 11.1.1. upon the dispute arising, the respective liaison officers of the Parties shall meet with a view to co-operating to the utmost degree in order to resolve the issues;
 - 11.1.2. if within 2 (two) days, the Parties are unable to resolve the dispute, a senior management executive of Sanitech and a senior management executive of the Client shall meet with the same objective as those stipulated in clause 11.1.1 above;
 - 11.1.3. if the dispute still remains unresolved after a further 5 (five) days then either Party shall be entitled to exercise any rights and/or remedies available to it in terms of law in order to resolve the dispute.
- 11.2. Where the Client fails to pay any Consideration on the due date, Sanitech shall be entitled to institute legal proceedings in a Court of competent jurisdiction in order to recover such outstanding Consideration together with interest and charges thereon, collection commission and legal costs on the scale of attorney-and-own-client.
- 11.3. A written statement or certificate issued by Sanitech and signed by any director pertaining to any amount owing to Sanitech shall be *prima facie* proof of such indebtedness at the time and/or date concerned for the purpose of obtaining provisional sentence, summary judgment proceedings or any other legal process.
- 11.4. Sanitech and the Client hereby consent, in terms of section 45 of the Magistrate's Court Act 32 of 1994 (as amended), to Sanitech instituting legal proceedings for the enforcement of any of its rights under or arising from this Agreement in a Magistrate's Court which has jurisdiction in respect of the Client in terms of section 28(1) of the Magistrate's Court Act 32 of 1994 (as amended). Without prejudice to the rights of Sanitech, Sanitech may in its sole discretion institute proceedings in any other Court having competent jurisdiction.
- 11.5. Nothing contained in this clause provisions shall not preclude any Party from access to an appropriate Court for interim relief in the form of an interdict, mandamus or order for specific performance, pending the outcome of the dispute resolution proceedings, if any.

12) FORCE MAJEURE

- 12.1. Neither Party shall be liable for any failure to fulfil its obligations under this Agreement if and to the extent such failure is caused by any circumstances beyond its reasonable control, including flood, fire, earthquake, war, tempest, hurricane, industrial action, government restrictions or Acts of God.
- 12.2. Should any event of force majeure arise, the affected Party shall notify the other Party without delay and the Parties shall meet within 7 (seven) days of such notice to negotiate in good faith alternative methods of fulfilling its obligations in terms of this Agreement, if any.
- 12.3. Sanitech shall continue to provide and the Client shall continue to pay the *pro rata* Consideration for those Services not affected by the event of force majeure.
- 12.4. Should either Party be unable to fulfil a material part of its obligations under this Agreement for a period in excess of 60 (sixty) days due to circumstances of force majeure, the other Party, may at its sole discretion cancel this Agreement forthwith by physical written notice.

13) INTELLECTUAL PROPERTY

13.1. All Sanitech’s Intellectual Property shall remain the sole and exclusive property of Sanitech and all the Client Intellectual Property shall remain the sole and exclusive property of the Client.

13.2. The Client shall not during nor at any time after the termination of this Agreement acquire or be entitled to claim any right or interest therein, nor in any way question or dispute the ownership thereof.

14) NON-SOLICITATION

Unless otherwise agreed, for the duration of this Agreement and for a period of 24 (twenty four) months after its termination, for any reason whatsoever, the Client shall not, directly or indirectly, employ, solicit or offer employment to an employee of Sanitech who is or was employed or involved in the provision of the Services to the Client, nor shall it solicit, entice, encourage or persuade any such employee to terminate his/her employment with Sanitech.

15) VALIDITY

If any provision of this Agreement is found or held to be invalid or unenforceable, the validity and enforceability of all other provisions of this Agreement will not be affected.

16) DOMICILIUM ADDRESSES

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

16.1.1. SANITECH
171 Bluff Road,
Jacobs

TEL: [031] 482 2100
[EMAIL:
CONTACT:

16.1.2. Client.....-]

<u>Physical Address</u>
Street _____ Suburb _____ Town _____
<u>Postal Address</u> : P O Box _____ Town _____ Code _____
<u>Delivery Address</u>
Street _____ Suburb _____ Town _____
Site Contact Person _____ Tel No _____
<u>Person/Financial official responsible for payment of account :]</u>
Name [_____] Designation [_____]
Email address : [_____]

- 16.2. Any notice or communication required or permitted to be given in terms of this Agreement shall be valid and effective only if in writing and served using the addresses and contact information detailed in this Agreement.
- 16.3. Either Party shall be entitled to change its domicilium address and/or telephone/fax number, from time to time, by way of written notice to the other specifying its new domicilium address and/or telephone/fax number and/or email address (as the case may be) provided always, however, that the new address and/or fax number and/or email address (as the case may be) is within the Republic of South Africa and is not a post office or *post rest ante* address.
- 16.4. Any notice to a Party:-
- 16.4.1. delivered by hand to a responsible person during ordinary business hours at its domicilium address shall be deemed to have been received on the day of delivery;
- 16.4.2. sent by telefax to the telefax number chosen by the addressee for the purposes of this Agreement, shall be deemed received (unless the contrary is proved) to have been received by the addressee on the date of transmission of the telefax;
- 16.4.3. sent by electronic mail to the email address chosen by the addressee for the purposes of this Agreement, shall be deemed received (unless the contrary is proved) to have been received by the addressee on the date of transmission of the electronic mail.
- 16.5. 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 address or telefax number or email address (as the case may be).

17) ASSIGNMENT, CESSION AND DELEGATION

Apart from any circumstances where it is reasonably necessary for Sanitech to sub-contract certain of the Services to Sub-Contractors, neither of the Parties shall be entitled to assign, cede, delegate or transfer any rights, obligations, share or interest acquired in terms of this Agreement, in whole or in part, to any other party or person without prior written consent of the other, which consent shall not unreasonably be withheld or delayed.

18) WHOLE AGREEMENT

This Agreement, together with all the schedules hereto, constitutes the whole and entire Agreement between the Parties with regard to the subject matter hereof and there have not been and there are no agreements, representations or warranties between the Parties other than those specifically set forth herein. This Agreement shall supersede in all respects any terms and conditions appearing in any Client purchase order or other documentation in relation to Services.

19) NON-VARIATION AND NON-WAIVER

- 17.1. No amendment to, or variation of, this Agreement shall be of any force or effect, unless and until the same shall have been reduced to writing and shall have been signed by the Parties or their duly authorised representatives.
- 17.2. No relaxation or indulgence granted by Sanitech to the Client shall be deemed to be a waiver of any of Sanitech's rights in terms of this Agreement nor shall any such relaxation or indulgence be deemed to be a novation of any of the terms and conditions of this Agreement.

20) REPAIRS AND MAINTENANCE OF EQUIPMENT

- 20.1. In the event of a breakdown in equipment, the Company will repair or replace the equipment as expeditiously as possible at the Company's cost save as set out in clauses 20.2 and 20.3 below;
- 20.2. The Client agrees to keep the equipment in good order, repair and operating condition at all times and will be liable for any loss of or damage to the equipment due to misuse, negligence, missing parts, sabotage or any other cause;
- 20.3. Notwithstanding anything contained in this agreement to the contrary, all parts or equipment requiring replacement resulting from misuse of the equipment or negligence on the part of the Client or its employees or any third party or failure by the Client to adhere to any term and condition of this agreement will be replaced at the Client's sole expense.

21) SEVERABILITY

If any provision of this Agreement shall be held illegal or unenforceable, such provision shall be deemed separate and divisible from and shall in no way affect or impair the validity or enforceability of, the remaining provisions.

22) POPIA PRIVACY POLICY

To view the WACO Africa Group Popi Notification, please visit: <https://www.wacoafrica.co.za/POPINotification.pdf>

23) APPLICABLE LAW

This Agreement will be governed in all respects by the laws of the Republic of South Africa.

24) SIGNATURES

SIGNED at [] on this the [].

For and on behalf of **Sanitech** being duly authorized to represent Sanitech accordingly.

Signature

Signature of Witness

Name of Signatory

Name of Witness

Designation of Signatory

SIGNED at [] on this the [].

For and on behalf of **Client** being duly authorized to represent Client accordingly.

Signature

Signature of Witness

Name of Signatory

Name of Witness

Designation of Signatory