

General Contracting Terms and Conditions

By signing or confirming the Sales Order, Quote, Invoice, or Contractor Agreement for services to be supplied by Urban Technology Services (the 'Contractor'), you (the 'Client') acknowledge that you have read and understood our General Contracting Terms and Conditions and accept that the terms and conditions therein apply to the Purchase Order, Quote, Invoice, or Contractor Agreements even in the absence of a separate written agreement.

1. Introduction

1.1 Purpose

The purpose of this Agreement is to provide a framework for the delivery of services or products to the Client and to provide the conditions that shall govern both Contractor and Client relations and the delivery of Services or products.

1.2 Effective Date

This Agreement will be effective as from the date of signatory to the Sales Order, Quote, Invoice, verbal or written consent, or payment of deposits (“Effective Date”).

2. Statement of Work

2.1. Statement of Work Definition

The Contractor will provide a Statement of Work in the Quote and Invoice issued to the Client including their Sales order number if applicable. The Contractor will perform Services or supply the products as described in the Statement of Work (“SOW”). Modifications to a SOW must always be in writing and signed and dated by both parties.

2.2. Order Acceptance

The Contractor will confirm the order in writing or verbally once the Client has issued a Purchase Order, paid the Deposit as per the Invoice and Quote provided, or signed a Sales Order. If the Contractor discovers discrepancies between the quotation and materials received in connection with the assignment, it will be obliged to inform the Client of this immediately. This may, for example, concern the size and scope of the assignment as well as the source quality and other conditions which may affect the Contractor’s ability to carry out the assignment to a level satisfactory to the Client. Should this situation arise, the Contractor is required to communicate immediately with the Client.

2.3. Change of Scope

The Client may, at any time, modify or add to the scope of the Services or product supply agreed to between the parties upon written notice to the Contractor specifying the desired modifications or additions to the same degree of specificity as in the original specifications.

The Contractor must confirm receipt of this information. If the Contractor should consider that the requested modifications or additions are not substantial, they will be carried out by the Contractor at no additional cost. If the requested modifications are substantial, the Contractor will submit to Client an estimate of the time and cost to affect such modifications or additions (“Quote”) within 24 hours of notification by Client. The parties must agree to the Quote in writing or through actions such as a payment of a deposit, prior to either party being bound to its terms. The performance of any modified or augmented Services by the Contractor shall be governed by the terms and conditions of this Agreement.

2.4. Cancellation of Project

If the Client wishes to cancel a project, the Client must promptly notify the Contractor in the form of a cancellation letter which must be signed by the relevant authority. The Client will be liable for damages including but not limited to, payment for work already completed, any and all costs incurred by the Contractor in order to prepare for the scope of work such as time spent on site surveys, transportation and warehousing costs related to stock that was ordered, and a handling fee of 20% of total contract agreement. The Client will lose any warranty on equipment already installed if the full Scope of work is not completed. A signed letter of cancellation notifying the Contractor should be sent via email or registered post. If a deposit was paid, a refund will be made after penalties have been deducted 30 working days from receipt off the signed cancellation letter.

2.5. Financing

Should the Client have secured their own financing, proof of such financing in the form of an official letter from the creditor addressed to the Client must be supplied before any service will be rendered or products supplied.

3. Delivery

3.1 Delivery Expectations

Delivery shall take place in the way indicated in the SOW. Delivery is performed at or before the date and time indicated in the SOW.

4. Use and Ownership of Project Related Materials

The Contractor shall not make use of any information disclosed to, produced, or accessed by the Contractor in connection with this Agreement for any purpose other than to supply Services or Products.

4.1 Reference Materials

Any Client material (texts, drawings, models, films, pictures, negatives, magnetic media, terminology, or other glossaries, etc.) relating to the SOW shall remain the exclusive property of the Client and shall be returned without delay on completion of the order, together with any software (discs and manuals) provided to the Contractor to carry out the work. The Contractor shall also totally erase any such software from its computer(s) and destroy any copy or copies of the same made by way of backup(s) or otherwise. While the materials and software are in its possession, the Contractor will ensure that they are not damaged or lost.

The Contractor will bear full responsibility in case of any damage or loss of materials or software.

4.2. Work Product Materials

The Client will be the exclusive owner of all products and materials installed or provided by the Contractor to the Client as set out in the SOW unless the Contractor Agreement is part of a rental agreement or any other agreement with a third-party financing institution, and on condition that there is no outstanding monies as per the Sales Order.

5. Fees and Expenses

5.1. Standard Fees

The standard fees to be applied for individual SOW's, as well as a description of what these fees cover, are specified in the SOW. The cost of the work as specified in the SOW shall not be amended without prior written agreement of both parties. If the fee indicated in the SOW differs from the one indicated in the quotation, the former takes precedence.

5.2. Invoicing Terms

Upon acceptance of the SOW or Quote, the Contractor will issue an invoice with a deposit amount that is payable by the Client as well as a Sales Order that must be signed. Once the deposit has been paid, the Contractor will commence with the work as set out in the SOW. Upon completion of the work as set out by the SOW, the Contractor will resubmit the Invoice to the Client with the remaining amount due, at which time the Client must settle this amount within two (2) days as well as any other fees that were agreed upon in writing, either prior to or after the original SOW. Any outstanding Invoices will incur the maximum interest amount as permitted by law.

5.3. Payment Terms

The Client will make the deposit payment on acceptance of the Sales Order, Invoice, Quote, or SOW. The completion payment will be done in full within two (2) days of completion of SOW.

If the Client is late in making an undisputed payment under a specific Sales Order, quote, invoice or SOW, the Contractor reserves the right to withhold delivery of work in progress under that Sales Order, Quote, Invoice or SOW until all overdue invoices have been paid.

6. Warranties and Remedies

6.1. Quality of Service

The Contractor represents and warrants that the Services and any deliverables will meet the quality criteria as described in the individual SOW, which meet or exceed the requirements of the Client.

6.2. Ability to Perform Services

The Contractor and its employees and agents and all those involved in the delivery of services have the necessary knowledge, experience, and skills to perform the services.

6.3. Third-Party Claims

The Contractor represents that it has no agreement with or obligations to others which would prevent it from performing the Services hereunder or that would require it to obtain the prior consent of any third party to perform the Services.

6.5. Force Majeure

Unforeseeable fire, water damage, strike, lockout, acts of war, earthquake, flood, riot, embargo, sabotage, or governmental acts and other similar Force Majeure events exempt the Contractor from the obligations set out in these conditions to the extent and for the period of the duration of the obstructing event. Neither Party shall be considered to be in default pursuant to this Agreement if the fulfilment of all or part of its obligations is delayed or prevented due to “Force Majeure”, provided the affected party gives the other party prompt notice of the reasons for such cause. This does not extend to payment liabilities.

7. Confidentiality

7.1. Obligation Not to Use or Disclose

Both parties agree to keep confidential all information concerning the other party’s business or its ideas, products, customers, or services that could be considered to be “Confidential Information,” as such term is defined herein, including subsequent to the term of this Agreement. The Contractor shall not use confidential information for any purpose whatsoever other than the performance of the Services for the benefit of the Client or disclose Confidential Information to any third party other than its employees or subcontractors who have a need to have access to and knowledge of the Confidential Information solely in connection with the performance of Services hereunder.

7.2. Definition of Confidential Information

“Confidential Information” shall be deemed to include any technology, proprietary information, technical data, trade secrets and/or know-how, Including, without limitation, research, product plans, products, services, customers, customer lists, pricing, revenue, markets, software, developments, inventions, processes, formulas, designs, drawings, engineering, hardware configuration information, methodologies, translation memory databases, software programs and source code and made available to the Contractor for the purpose of facilitating Contractor’s performance of services for the Clients’ benefit, identification names and passwords, documentation, proprietary information belonging to third-party Contractor customers or licensors, and/or marketing, finances or other business information, disclosed by the disclosing party either directly or indirectly in writing, orally, electronically, or by drawings or inspection of parts or equipment, including but not limited to any Work Product delivered hereunder, and other such information which, by its nature, is normally understood to be confidential.

7.3. Standard of Care

Each party shall exercise at least such care in protection of the Confidential Information of the other as they exercise in the protection of Confidential Information of their own, but in no event shall such party exercise less than reasonable care in doing so.

8. Legal compliance & Resolution of Disputes

8.1. Governing Law

This Agreement shall be governed in accordance with the laws of South Africa. Each party agrees and consents that any dispute arising from or in relation to this Agreement shall be governed by, and interpreted and enforced in accordance with, the law of South Africa.

9. Limitation of liability

9.1. Exclusion of Liability for General Damages: The Contractor shall not be held liable for any general damages, including but not limited to damage to property or injury to individuals, arising from the performance of our services or the conduct of our business activities. This exclusion is applicable to incidents beyond our reasonable control, such as acts of nature or unforeseen accidents.

9.2. Liability for Negligence: In the event that damage to property or injury to individuals is directly caused by the proven negligence of the Contractor's employees or authorized agents during the provision of our services, the Contractor commits to promptly rectify and fix such damage at its own expense. This liability is limited to the extent of proven negligence and excludes any indirect, consequential, or incidental damages.

9.3. Pre-existing Conditions: In the event that, upon inspection, the building is found to be already damaged or worn from wear and tear prior to the commencement of work, the Contractor will promptly inform the Client of such conditions. Should the Client choose to proceed with the agreed-upon scope of work despite the pre-existing conditions, the Contractor shall not be held liable for any additional damage resulting from the pre-existing state of the building. The Client accepts responsibility for the condition of the premises and any consequences arising from the continuation of the agreed-upon work under such circumstances.

9.4. Compliance with South African Law: This limitation of liability is in accordance with the laws of the Republic of South Africa, and any disputes arising out of or in connection with these terms and conditions shall be subject to the exclusive jurisdiction of the South African courts.

9.5. Acceptance of Terms: By engaging in business with the Contractor, the customer acknowledges and accepts the limitations of liability outlined in these terms and conditions in compliance with South African law.

10. General Provisions

10.1. Entire Agreement

This Agreement constitutes the entire agreement between the Parties hereto and supersedes and cancels any prior agreements or communications, whether oral or written, between the Parties hereto relating to the subject matter hereof.

10.2. Changes to the Agreement

Any change made in the provisions of this Agreement and applicable to a specific undertaking, must be in writing and be approved by both parties.

10.3. Independent Contractor

The Contractor is an independent contractor and shall not be deemed for any purpose to be an employee of the Client. The Contractor shall not be entitled to participate in any Client employee benefits programs. The Client shall not be responsible to the Contractor for any payroll-related taxes related to the performance of the Services.