



Ruwacon (Pty) Ltd

PO BOX 13596
Noordstad

Bloemfontein
9302

Telephone : 051-403 0400

Fax : 051-403 0450

Vat Registration : 4940186366

Company Registration : 2003/017933/07

Sub Contractor Purchase Order(s) #PO303624

Subject : REQ317600 - D622 - CPUT Old Education Building

Description : ALBERT BOTHA - Lifts Adjudication - 08.10.2025

To : VISION ELEVATORS (PTY) LTD

Code : SV6029
Address : PO BOX 55134 SUNSET BEACH 7441

Contact :
Telephone : 0213001715
Cell Phone :
Email : accounts@visionelevators.co.za
Bus. Reg. No :
VAT Number : 4530234428

Contract : D622

PO Creation Date : 09/10/2025
Required By : 08/10/2025
Req No : REQ317600
Ordered By : Lucia van der Merwe
Telephone : 051 4030400
Email : lucia.vdmerwe@ruwacon.co.za
Currency : (ZAR) South African Rand
Payment In : Current

CONTACT ON SITE - ALBERT BOTHA 082 883 4086

Contact : Administrator, Tel : 051 403 0400, Cell : 08
Delivery Address : 6 Mimosa Street, East End, Bloemfontein, 0000

No	Material Code	Cost Code	Description	Quantity	Unit	Rate	DISC %	VAT %	Amount
----	---------------	-----------	-------------	----------	------	------	--------	-------	--------

Contract : D622 - CPUT Old Education Building

1	550030	D622, B6600	Complete and working installation of a lift that will meet the requirements four disabled person use as well as being used as a stretcher lift	1	sum	534,002.9400	0.00	15.00	534,002.94
---	--------	-------------	--	---	-----	--------------	------	-------	------------

As per attached rates:

Full Sub-Contractor agreement to follow. The terms and conditions of this Sub-Contractor purchase order are subject to the conclusion and signing of a subcontract agreement between Ruwacon (Pty) Ltd and the subcontractor. The standard subcontract agreement terms will prevail and supercede any terms and conditions in Quotations and otherwise until the agreement is signed.

10 Percent Retention to be held back.

Please fax signed copy of order back to purchaser.

Sub-Contractors are not permitted to send any invoices to RWC until Ruwacon has certified and approved the Sub-Contractors Certificate.

This order is subject to Ruwacon`s Standard Conditions for the supply of goods which is incorporated in this order by reference and the contents of which the subcontractor acknowledge to be au faith with.

--	--	--	--	--	--	--	--	--	--



Ruwacon (Pty) Ltd

PO BOX 13596
Noordstad

Bloemfontein
9302

Telephone : 051-403 0400

Fax : 051-403 0450

Vat Registration : 4940186366

Company Registration : 2003/017933/07

Sub Contractor Purchase Order(s) #PO303624

Subject : REQ317600 - D622 - CPUT Old Education Building

Description : ALBERT BOTHA - Lifts Adjudication - 08.10.2025

To : VISION ELEVATORS (PTY) LTD

Code : SV6029
Address : PO BOX 55134 SUNSET BEACH 7441

Contact :
Telephone : 0213001715
Cell Phone :
Email : accounts@visionelevators.co.za
Bus. Reg. No :
VAT Number : 4530234428

Contract : D622

PO Creation Date : 09/10/2025
Required By : 08/10/2025
Req No : REQ317600
Ordered By : Lucia van der Merwe
Telephone : 051 4030400
Email : lucia.vdmerwe@ruwacon.co.za
Currency : (ZAR) South African Rand
Payment In : Current

CONTACT ON SITE - ALBERT BOTHA 082 883 4086

Contact : Administrator, Tel : 051 403 0400, Cell : 08
Delivery Address : 6 Mimosa Street, East End, Bloemfontein, 0000

No	Material Code	Cost Code	Description	Quantity	Unit	Rate	DISC %	VAT %	Amount
----	---------------	-----------	-------------	----------	------	------	--------	-------	--------

Sub Total Amount :	534,002.94
VAT Amount :	80,100.44
Total Amount :	614,103.38

Authorised Signatory : _____

Subject to our terms and conditions of purchase (Available on request)

Approved By : Gerald Le Roux-09/10/2025 - 07:51:19
 Approved By : Albert Botha-09/10/2025 - 07:48:45
 Submitted By : Elizabeth Moholo-08/10/2025 - 12:51:09
 Unknown Status Change By :Elizabeth Moholo-08/10/2025 - 12:50:13
 Submitted By : Lucia van der Merwe-08/10/2025 - 12:44:54

23/09/2025

Ref: 1005735v1
Company: Ruwacon
Attention: Franco Coetzee

CPUT Old Educational Building

Dear Client,

We thank you for inviting our company to provide a proposal on the above mentioned project and have pleasure in submitting our offer in accordance with the details attached.

Vision Elevators (Pty) Ltd provides mobility solutions to corporations and individuals throughout Southern Africa. Vision manufactures, installs, maintains and modernises various products including elevators, escalators, platform lifts, goods hoists, dumbwaiters as well as equipment for disabled access. Our organisation stretches nationwide with offices in Cape Town, Durban and Johannesburg, and representative agents in East London, Port Elizabeth, Bloemfontein and Knysna. All our products are designed and manufactured in accordance with SANS and EN regulations and provide testament to Vision's commitment to value without compromising on quality.

Our mission statement

We go further to provide our customers with mobility solutions that offer exceptional value for money as well as superior customer service.

We thank you once again for your valued enquiry and look forward to being of service to you in the near future.

Should you have any questions, please feel free to contact us.

Yours faithfully

**Caroline Stenson
Sales Consultant
Vision Elevators (Pty) Ltd**

we go further

Tel: 087 550 0534 Fax: 086 6105 575
info@visionelevators.co.za
www.visionelevators.co.za
PO Box 11135, Bloubergrant, Western Cape, 7443

Cape Town _____
Unit 28A, Atlas Gardens, Sycamore Crescent,
Contemanskloof Road, Potsdam, 7550

Durban _____
10 Fangio Place, Mahogany Ridge,
Westmead, 3610

Johannesburg _____
Unit 24, Great North Industrial Park,
20 Van Wyk Road, Goedeberg Ext 51,
Benoni, 1501

1. Tender Summary

1.1 Pricing Schedule

Vision Elevators' offer includes the design, manufacture, installation and commissioning of the equipment detailed below. Our price is based on the information provided within this document and is subject to the terms and conditions contained in Annexure 1.

Unit Detail	Capacity / Speed / Stops	Qty	Unit Price	Total Price
Passenger Elevator	1000 kg / 1 ms / 3	1	R534 002,94	R534 002,94
Sub Total		Lot		R534 002,94
VAT (15%)				R80 100,44
Total including VAT				R614 103,38

The above price may be subject to exchange rate fluctuations and shipping rate changes, please see the below section for further details.

1.2 Foreign Exchange and Shipping Rate Schedule

The estimated value of the components to be imported for the purpose of this contract and the exchange rate used in preparing this tender are:

Unit Detail	Currency	Estimated Value	Rate	Date
Passenger Elevator	USD	\$16,300.00	\$ 1.00 : R 17.36	23/09/2025

Due to the volatility in shipping rates, the shipping rates are not fixed and are subject to change. The quantity and rates used in preparing this tender are:

No. of 20ft Containers	Value of 20ft Container	No. of 40ft Containers	Value of 40ft Container
1	R86 776,00	0	R0,00

1.3 Deviations / Notes to Tender

The following deviations or notes are applicable to this tender.

No	Deviations / Notes
1	Please note that we cannot accept any retention, we will offer a reputable insurance-base guarantee as security.
2	Please note that we require a deposit, we will offer an advanced payment guarantee as security.
3	Please note that our price is subject to exchange rate fluctuations.
4	Vision shall be entitled to store machinery, equipment or material at any place selected by Vision at the Customer's risk and expense at the amount of R 4,500.00 excl. V.A.T. per month per unit or any part thereof should the site not be ready as per the agreed programme .
5	Please note the shipping rates are not fixed. Details are provided within the table above.

2. Technical Specification

Unit Detail:	
2.1 Main Detail	
Type of elevator	Gearless MRL
Manufactured	China
Quantity	1
Capacity	1000kg
Rated Speed	1,00 m/s
Travel	7800mm
Stops/Doors/Floors	3/3/3
Openings	In Line
Basic station	G
Floor marks	G, 1, 2

2.2 Shaft	
Shaft dimensions ID	2000 (w) mm x 2500 (d) mm
Headroom	4200mm
Pit	1600mm
Shaft material	Concrete
Shaft lighting and electrical	By Vision

2.3 Car	
Car dimensions ID	1100 (w) mm x 2100 (d) mm x 2250 mm (h)
Car Panel Finish - Front Wall	Hairline stainless steel
Car Panel Finish - Rear Wall	Hairline stainless steel
Car Panel Finish - Side Wall A	Hairline stainless steel
Car Panel Finish - Side Wall B	Hairline stainless steel
Car Ceiling	From standard range
Car Flooring	Black studded rubber
Car Handrail	Round stainless steel on 3 sides
Car Skirting	None
Car Mirror	½ on rear
Car Canvas Blanket	None

2.4 Signalization - Car (COP)	
COP Type	Left front standing inside car facing out
Content	Call buttons, alarm, door open, door close, emergency light, overload indicator, floor indicator
COP Finish	Hairline stainless steel
Display Type	LCD
Display Content	Numeric floor indicator, directional arrows
Display Colour	Blue background and white text
Button Type	Round
Button Backlight Colour	Blue
Button with Braille	With
Disabled COP	Without
Voice Annunciator	With
Arrival Gong on Car	With

2.5 Signalization - Landing (LOP)	
LOP Type	Surface mounted
LOP Finish	Hairline stainless steel
Display Type	LCD
Display Content	Numeric floor indicator, directional arrows
Display Colour	Blue background and white text
Button Type	Round
Button Backlight Colour	Blue
Button with Braille	With
Arrival Gong on Landing	Without

2.6 Car Door Details	
Car Door Opening Size	900 (w) mm x 2100 (h) mm
Car Door Type	2 panel centre opening
Car Door Finish	Hairline stainless steel
Car Door Sill Finish	Aluminium

2.7 Landing Door Details	
Landing Door Opening Size	900 (w) mm x 2100 (h) mm
Landing Door Type	2 panel centre opening
Landing Door Finish	Hairline stainless steel
Landing Door Sill Finish	Aluminium
Landing Door Fire Rating	2 hour fire rated with smoke seals
Landing Door Frame Type	Standard small frames/ architraves
Landing Door Frame Finish	Hairline stainless steel

2.8 Drive System	
Drive Type	Gearless traction machine
Power Required	400V
Drive Location	Within shaft

2.9 Control System	
Control Type	Full collective
Inverter Type	Integrated
Group Control	Simplex
MAP Location	Top floor next to landing door
MAP Finish	Hairline stainless steel
Rescue Device	With
Rescue Communication	GSM device

3. Delivery Schedule

In order to ensure the project runs smoothly, we follow the process detailed below. The times indicated are indicative and may be subject to change for non standard projects.

Layout drawings and finishing schedule preparation.	2 weeks	On receipt of the official order and customer information sheet (Annexure 2), standard layout drawings and finishing schedules are prepared. (Note: non standard drawings or finishing schedules will exceed this time)
Approval of drawings and finishing schedule	2 weeks	This time is allocated to allow you to review, make comments and approve the layout drawings and finishing schedule.
Manufacture and delivery	16 weeks	In order for the manufacture to commence we will require the following notification in writing to Vision. <ol style="list-style-type: none"> 1. Approved layout drawings 2. Approved finishing schedule 3. Receipt of the deposit payment.
First site visit	4 weeks	Once the manufacture has begun Vision will conduct the first site visit with the responsible person designated in Annexure 2 on site. In this meeting the minimum installation prerequisites as per section 4 of this document will be discussed and finalised.
Notice to commence with installation and Final site visit inspection	4 weeks	Vision will require written notice 4 weeks prior to starting onsite in order for us to conduct our final site visit inspection.. During the final site visit inspection the installation prerequisites as per section 4 are inspected to ensure they are completed and that site is ready for the installation.
Installation	4 - 5 weeks	On completion of a successful final site visit inspection, the installation can begin. The installation time indicated is per unit.
Testing, commissioning and inspection.	2 weeks	Testing and commissioning can begin once the prerequisites as per section 4 are completed.



4. Installation Prerequisites

The success of the project is subject to the performance of other trades and as such we have detailed below the minimum prerequisites that must be completed before we commence with the different phases of the installation. These prerequisites will be discussed in detail in the first site visit.

4.1 Prerequisites before delivering material to site.

In order for us to deliver the material to site, we will require that delivery prerequisites as detailed below be completed.

No	Detail
1	A storage area on site for bulk materials of approximately 30m ² is provided a maximum of 15m away from the shaft with uninterrupted access for delivery.
2.	Storage needs to be undercover in dry area to avoid the material getting damaged by water.
3.	The access roads to the site need to be sufficiently completed to allow a container truck to access the delivery area.
4.	The delivery area and access to the storage area needs to be sufficiently completed to allow a forklift or equivalent to drive between the two areas to offload the material.

Note: In the event that the material is ready for delivery to site as per the scheduled program and the site is not ready for the delivery, an alternative delivery location will need to be found and new delivery scheduled. The cost of this will be for the clients account.

4.2 Prerequisites before commencing installation.

We will require written notification 4 weeks prior to our commencement on site that the below requirements are completed. Once we receive this notice, we will schedule a final site visit inspection to verify the following is complete and that the shaft is ready for installation.

No	Detail
1	The shaft is complete, clear, dry and constructed according to the Vision Layout drawings.
2.	The shaft openings are sealed for safety and datum lines for finished floor levels are clearly marked on each floor
3.	The 3 phase power supply is available and terminated in the position indicated on the layout drawing.
4.	The lifting hooks as per the layout drawing are installed and certified.

4.3 Prerequisites before commencing commissioning.

In order for the the unit to be commissioned and tested, the following prerequisites need to be completed.

No	Detail
1	The permanent 400V 3 phase power is connected and available.
2.	All openings, thresholds and finishes around the shaft are completed.
3.	The cables for the emergency intercom are run from our MAP to the security room or equivalent by the clients builder or electrician.
4.	If a fire detection system is in place, the cable for the system is terminated in our MAP. It remains the responsibility of the clients builder/ electrician to supply the fire cable from the detector to our MAP. Vision elevators will connect and link such cable into the MAP./ LIFT CONTROLLER

Annexure 1: Term and Conditions

1 Payment terms

On and subject to the terms and conditions set out below, we propose to furnish the necessary material and/or labour to carry out the work as per the specification provided for the sum of:

Refer to 1.1 Price Schedule (Hereafter referred to as “the contract price”)

The method of payment is on presentation of invoice which is submitted as follows:-

- a. 60% of contract price on receipt of order.
- b. 20% of contract price on delivery of material to site.
- c. 15% of contract price on progress during installation.
- d. 5% of contract price on completion and handover.

Manufacturing of material will not commence unless the initial deposit amount plus VAT has been paid. Installation of the material will not commence unless 80% of the total contract price plus VAT has been paid. Handover and switch on will not take place unless 100% of the total contract price plus VAT has been paid.

Retention cannot be accepted nor deducted from any payment due to Vision. Vision will provide the necessary construction guarantee. Vision does not issue open ended guarantees and we will therefore require an expiry date where guarantees are requested.

In the event of any payment not being made on due date, Vision shall be entitled either to discontinue their work until payment of the amount due has been made and the purchaser has given Vision a satisfactory guarantee that subsequent payments will be made on due date or to cancel the contract. In either event the purchaser shall be liable for all damages sustained by Vision by reason of the purchaser’s breach of contract.

Interest will be charged on all overdue payments calculated at the maximum rate permitted by law and will be calculated from the date payment was due until actual payment is made.

2 Price adjustments

The estimated value of components to be imported by us for the purpose of carrying out this contract is given in section 1.2 Foreign Exchange Schedule within this document.

The customer will be responsible for the cost increases/decreases arising from the difference between the foreign exchange rates as shown in foreign exchange schedule and the actual exchange rates. The actual exchange rate is the purchase exchange rate of the relevant currency on the day after the deposit payment is received and reflects in our bank account provided that the shop drawings and finishing schedules have been approved and an order can be placed. In the event that an order cannot be placed due to outstanding approvals from the customer, the actual exchange rate will be calculated based on the exchange rate the day after the document approval date.

If the customer wants to be protected against foreign exchange risk on this project, the customer must instruct Vision to take out a foreign exchange contract. If so instructed, Vision will take out forward cover within one week of such notification. In this event, the variance between the rate shown in this tender document and the rate in the forward exchange contract from the bank will be for the clients account.

Should the customer place an order but fail to sign off on the drawings and/or the finishing schedule within 30 days from the date of award, Vision Elevators will be entitled to pass on any increase in costs to the customer, who will then be liable to pay for this increase.

Should material be delivered to site and the installation of the material cannot commence for a period of (2) months after the agreed installation start date, the customer will be liable for any potential increase in installation costs associated with the delay.

3. Validity of offer

If not withdrawn by Vision the validity of our tender will expire within 30 days from the date of this tender, after which it will be subject to confirmation.

4. Exclusions

All work and material not specified in Vision's tender or work recorded as the responsibility of the client or third party are excluded from the contract.

All fees, taxes, duties and government surcharge or any increase in the present taxes or duties of any nature levied by the Government of the Republic of South Africa or by any other competent authority on or in respect of the equipment, or any part or parts thereof, to be supplied and installed by us in terms hereof are excluded from the contract.

5. Installation Prerequisites

The installation prerequisites are an essential part of this Contract, and details Vision's minimum site requirements. In case the Customer fails to comply with these requirements, Vision shall be entitled to suspend the whole or any part of Vision's works until the Customer has remedied such failure, or to terminate the Contract and retain all amounts already paid to Vision, at Vision's election. With the exception of the licences and permits required by mandatory law for Vision to carry out the business related to this Contract (if any), any and all permits, licences or approvals required by the applicable law shall be the responsibility of the Customer.

6. Working Hours

Unless otherwise specified in the quotation or in the attached specification, all work on the installation will be done during Vision's normal working hours and normal working days. Should the purchaser at any time request Vision to do work outside normal hours due to reasons other than delays occasioned solely by Vision, and Vision agrees thereto, an additional charge at Vision's normal overtime rate will be made for such overtime work and will be added to the contract price.

7. Delivery

Delivery and final completion is subject to the following:

- a. The agreed Terms of Payment have been met. Any delay in payment will result in delivery and completion date delays, for which Vision cannot be held responsible.
- b. Layout drawings are approved timeously. Vision's material order process cannot start until the layout drawings are approved by the Customer or the Customer's duly appointed agent. Should drawing approval be delayed or withheld for any reason, it shall affect Vision's ability to deliver the equipment and Vision cannot be held responsible for any resultant delay in the building completion or for any loss resulting there from.
- c. Delivery dates may be adjusted to take into account the relevant factory shutdown periods:
 - 1st January – 8th January
 - 6th February – 12th February
 - 16th February – 20th February
 - 1st August - 14th August
 - 1st October – 7th October
 - 24th December – 31st December
- d. Decorative finishes are finalized and confirmed at the time of drawing approval. Deviation to the design specification or delay in providing the information will delay Vision's material delivery date and Vision is not responsible for any subsequent delay in the building completion or any loss resulting there from.
- e. The completed shaft and motor room (if applicable) in accordance with layout drawings and the installation prerequisites as detailed in section 4 need to be completed at the time of agreed start date.

8. Storage

If the building is not sufficiently advanced to enable any of our machinery, equipment or materials to be brought to the site when delivery is tendered by Vision, and should the purchaser at any time not designate a place for the storage thereof, Vision shall be entitled to store machinery, equipment or material at any place selected by Vision at the purchaser's risk and expense. In such a case, Vision would require payment to be made on presentation of the invoice for the material portion of the Contract. Cession of the material will be handed over on receipt of payment.

9. Ownership of equipment

Ownership and title of the goods can only be passed to the owner or client once full and final payment has been received for all the goods delivered or installed on site. In the event that the full and final payments are not received by Vision, we will have the right to retake possession of the material or any part thereof at the purchaser's cost.

For the purpose hereof, the purchaser agrees that the apparatus shall not become a fixture in the building and shall remain movable until paid for in full.

The Owner/s and/or main Contractor undertake to advise all Bondholder/s on the project of the above clause or to advise us of the name/s of the Bondholder/s so that we may send a copy of the above clause to them.

10. Extension of time

Vision shall be entitled to an extension to the agreed hand over date in the event there are delays due to the following:

- a. suspension of Vision's works for reasons not attributable to Vision and/or as provided for under this Contract,
- b. works by Others or access to site not having been provided or the Customer not having met Vision's installation prerequisites or essential safety requirements,
- c. impediment, prevention or default, attributable to, in whole or in part, the acts or omissions of the Customer, the site owner or any of their respective servants, agents or other trade contractors, subcontractors or consultants,
- d. any variation orders instructed in accordance with Clause 15 (Variations),
- e. the carrying out of, or failure to carry out, work in pursuance of its statutory obligations by any local authority or statutory undertaker, unless the carrying out, or failure to carry out, is due to Vision's breach of this Contract or its obligations under mandatory law,
- f. delays caused by authorized third party inspections unless and to the extent that such delays are due to Vision's breach of this Contract or its obligations under mandatory law, or
- g. a force majeure event, being an event due to causes beyond Vision's reasonable control included but not limited to acts of God, acts of government (including the exercise of any statutory power), war (whether declared or not), civil commotion, terrorism or threats of terrorism, pandemics, material shortages, export or import prohibitions, transportation delays, labour unrest, riots, strikes, sabotage, fire, flood, adverse weather conditions, munitions of war, explosive materials, ionizing radiation or contamination by radio-activity or natural disasters.

In the event that the completion date of the whole or, a section (if any), as the case may be, of Vision's works is extended for a reason(s) identified in the bulleted items above, Vision shall also be entitled to recover from the Customer all costs and expenses incurred by Vision as a result of such delay, including but not limited to storage costs, demobilization and remobilization costs and disruption costs.

11. Penalties and Limitation of Liability

Vision's liability in respect of all and any damages incurred by the Principal Contractor as a result of our default shall be 0.166% per day limited to a maximum 5% of the initial contract price.

Vision shall not be liable for any loss, damage or delay due to any cause beyond our reasonable control including but not limited to, lack of shipping space, embargoes, act of Government, strikes, lock outs, fire, explosion, theft, floods, riot, civil commotion, war, outbreak of hostilities (whether war is declared or not), malicious mischief or Act of God. If

for any reasons we cannot manufacture the equipment we may, at our option, cancel the contract without payment of damages.

It is agreed that Vision assume no liability for injuries or damage to persons or property except those directly due to our acts or omissions; and that your responsibility for injuries or damage to persons or property while on or about the installation referred to is in no way affected by this contract.

In no circumstances whatsoever shall Vision be liable to you for loss of profits, indirect or consequential damages.

12. Removed “existing” equipment (full replacement / modernization projects)

In the case of full replacement or modernization projects where existing materials will be removed by Vision in order to accommodate new equipment, this removed material will become the property of Vision.

13. Hand Over

Hand Over of the whole or, a section (if any), as the case may be, shall take place when Vision notifies the customer that it has completed the whole or, the section (if any), as the case may be, of its installation works and the equipment incorporated into the works is operating and in a condition to be taken into use, notwithstanding any minor outstanding works, or defects, which will not substantially affect the use of the equipment ("Hand Over"). Should the Customer insist on taking-over the whole or part of Vision's works before Hand Over, hand over for that same whole or part of Vision's works shall be deemed to take place upon the date of said taking-over. Hand Over shall also be deemed to have occurred where the equipment would otherwise be in a condition allowing Hand Over but the works cannot be practically completed due to the Customer, or any party for whom the Customer is responsible, having failed to provide Vision with any works necessary for Hand Over, including without limitation failure by the Customer to provide connection to a permanent power supply. On or shortly before Hand Over, Vision shall provide the Customer with an acceptance form to include a punch-list of minor outstanding work or defects which the Customer shall then sign on Hand Over.

14. Delays

Should Vision be delayed in performance of any of its obligations in terms of this Contract due to any default on the Customer's part, the Total Sales Price, less payments theretofore made, shall become due six months after the date the equipment is ready for shipment and shall bear interest at the prime interest rate charged by Vision's bankers from time-to-time plus 7% per annum calculated from due date from such date. Should the Customer and/or his agents in terms of this Contract be liquidated or sequestered or any judgement of any competent court be granted against the Customer, the balance will become due and payable immediately. Vision shall not be liable for any loss, damage or delay due to any cause beyond its reasonable control, including, but not limited to, lack of shipping space, embargoes, acts of government, strikes, lock-outs, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief or force majeure. If for any such reasons Vision cannot manufacture or supply the equipment covered by the order within nine months of the date Vision receives the Customer's order, Vision may, at its election cancel the order without payment of damages.

15. Variations

Any variations to the original scope of Vision's works (including any amendment to this Contract) shall be subject to mutual agreement by the parties in writing prior to any variation works being carried out. The valuation of, and the extension to Vision's completion date(s) due to, any such variations shall also be subject to the said mutual agreement and the valuation shall include increases in the cost of materials, labour, freight and other costs due to market fluctuations. Should any such varied works be commenced prior to the valuation of said variation being agreed, a valuation shall still be required and Vision shall remain entitled to increases in the costs of materials, labour, freight and other costs.

16. Custom made equipment

In the case where Vision provides the purchaser with the goods that are custom made, the client may under no circumstances cancel the order. An order that has been placed for a custom made product will have to be paid in full as per the payment terms established in this contract.

17. Protection of equipment

The Customer is responsible for ensuring that any protection installed by Vision remains in place. Vision is not liable for any damage, loss or additional expense resulting from the unauthorized removal, tampering, or misuse of any protection installed by Vision. The Customer shall immediately inform Vision if the protection is damaged or removed. Unless otherwise agreed, the equipment shall not be used by any party other than Vision prior to the Hand Over of Vision's works. Such unauthorized use before the Handover includes, but is not limited to, all usage of the equipment as a passage for people, for transferring or storing goods, or as a support base for scaffolding, or any other use which could damage the equipment or its protection. The warranty set out in clause 18 (Warranty Period) shall no longer apply to any equipment, materials or works that are either damaged or lost as a result of any unauthorized removal or use. The Customer shall indemnify and hold harmless Vision and Vision's personnel from all claims, damages, losses and expenses (including legal fees and expenses) in respect of:

- a. any bodily injury, sickness, disease or death, of any person; and
- b. damage to or loss of any property, real or personal (other than Vision Elevator's works),
- c. to the extent caused by the unauthorized removal of any protection installed by Vision or unauthorized use of Vision Elevator's works.

18. Warranty period and Free Maintenance

The Warranty Period for any part or parts of the products shall be eighteen (18) months from delivery of the products or twelve (12) months from the date of the commissioning and taking over of the products, whichever period expires first. This guarantee is against any defect which may arise, other than those due to normal wear and tear or improper use as detailed in our Free Preventative Maintenance Agreement (FPMA). During this warranty period, free maintenance will be conducted on the equipment. The warranty will become null in void should any other party other than Vision Elevators conduct work on the product during this time. After the warranty period, the client has the option to enter into a preventative maintenance agreement with Vision Elevators at an additional cost.

19. Credit Check

Vision's approval of this contract will depend on the customer's credit worthiness. In this regard the customer hereby consents to and authorizes Vision to perform a credit check (ITC search) on the customer and/or their directors/members in order to ascertain whether or not the customer qualifies to enter into this contract with Vision for the provision of the services.

20. Termination

Either party may terminate this Contract by giving written notice to the other party in the event that the other party goes into liquidation or bankruptcy or a receiver, administrator or administrative receiver is appointed in respect of the whole or any part of its assets or if it is reasonably evident that such an event will occur, or if the other party commits a material breach of this Contract and the said breach has not been remedied within thirty (30) days of the breaching party being notified thereof in writing. If an event of force majeure continues for a period of 120 days, Vision shall be entitled to terminate this Contract. Vision shall also be entitled to terminate this Contract in the event of suspension by Vision's works either by the Customer or due to non-payment by the Customer. In the event this Contract is terminated by either party, Vision shall be entitled to retain any amounts already received by Vision and recover any and all amounts payable for work carried out, the cost of equipment, materials or works ordered which have been manufactured or delivered to Vision or to which Vision is liable to accept delivery and other committed costs including in relation to sub-contracted works, bank securities, freight or forwarding costs. In the event this Contract is terminated by Vision, Vision shall be entitled to recover from the Customer any loss or damage sustained by Vision as a result of the termination.

21. Governing law and dispute resolution

The parties irrevocably:

- a. agree that this Contract shall be governed by the laws of South Africa and that South Africa's court governing the region in which Vision's principal office is located shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Contract, in each case unless stated otherwise in our tender letter.
- b. consent to the jurisdiction of the appropriate Magistrates Court irrespective of the amount in dispute.

22. Recordal of agreement

This Contract constitutes the entire agreement between Vision and the Customer and supersedes all prior negotiations, understandings, representations whether written or oral in relation to these works. Any other general terms and conditions, including any in the Customer's purchase order shall be invalid and do not form part of this Contract. This Contract may be amended only in writing by the duly authorized representatives of both parties. In the event any provision of this Contract is held unenforceable, then such provision shall be modified to reflect the parties' intention. All remaining provisions of this Contract shall remain in full force and effect. Neither party may assign or transfer the benefit or burden of this Contract without prior written consent of the other party. Where our appointment is as a subcontractor in terms of JBCC/MBA n/s subcontract agreement, such agreement shall include and be subject to these terms and conditions.

23. Domicilium citandi et executandi

The Customer hereby appoints as its domicilium citandi et executandi the address indicated as such by it in these terms and conditions, including any annexures hereto, and agrees that such address shall be the address where all formal notices and court proceedings may be delivered.

PLEASE NOTE THAT THE FOLLOWING PAGES MUST BE COMPLETED IN FULL IN ORDER FOR VISION ELEVATORS TO PROCESS THE ORDER. INCOMPLETE OR MISSING INFORMATION WILL DELAY THE ORDER BOOKING AND MAY DELAY THE PROJECT COMPLETION.

Sign and accepted on behalf of CLIENT/OWNER/DEVELOPER

Name: _____

Position _____

Signature: _____

Date: _____

Annexure 2: Information Required

2.1 Details of Owner (Annexure 1 Application)

Building owners name	
Building name	
Building physical address	
Contact person	
Telephone number	
Email address	

2.2 Details of Customer (Invoices)

Customer Name	
Company Reg No.	
Vat Reg No.	
Physical Address	
Postal Address	
Name of Contact Person	
Telephone Number	
Email Address	

2.3 Details for claims to be processed

Company Name	
Name of Contact Person	
Telephone Number	
Email Address	

Internal Use

Claim date		Cont type	
FEC		PA	
APG		PA Contact	
CG		PA Tel	

Dear Valued Supplier

22 January 2025

OFFICIAL ORDERS – EXCEEDING ORDER QUANTITIES – DELIVERIES AFTER HOURS

Due to numerous discrepancies between order and invoice quantities, the delivery of goods not included in an official order, and the receipt of excess material that cannot be utilized, it is necessary to implement strict controls over orders placed with suppliers.

Please be advised that, with immediate effect, payments will not be made if:

1. The quantity of goods supplied to Ruwacon (Pty) Ltd exceeds the quantity stipulated on the official order.
2. Goods are delivered without being included in an official order.

Suppliers must ensure they receive an official order prior to delivering goods and services. All deliveries must occur in the same month as the invoice. Invoicing for stock will not be accepted without a signed or Ruwacon Company-stamped delivery note. **Invoices will also not be processed for payment if the order number is not reflected on both the invoice and the relevant delivery note.**

No deliveries after hours will be accepted or paid for unless pre-arranged with the site and accompanied by a signed or Ruwacon Company-stamped delivery note. No material or goods may be dropped off outside Ruwacon premises or left with security personnel.

Failure to comply with the above will result in the goods or services supplied being placed under dispute.

Yours sincerely,

Charles Van Rooyen

Chief Buyer

Ruwacon (Pty) Ltd