



9 March 2026

VISION ELEVATORS (PTY) LTD
10 Fangio Place, Mahogany Ridge
Westmead
Durban
3610

Attention: Mr Ryan Wareing

RE: LETTER OF APPOINTMENT – P0011736/2026 APPOINTMENT OF A SERVICE PROVIDER FOR WHEELCHAIR PLATFORM LIFT

We have pleasure of informing you, **VISION ELEVATORS (PTY) LTD**, that we have appointed you as our Sub-Contractor for the supply and install of Wheelchair Platform Lift for uMsunduzi Museum for **R 991 057.70 Including 15% VAT (Nine Hundred and Ninety-One Thousand and Fifty-Seven Rand and Seventy Cents)**.

Your appointment shall be governed by the terms and conditions as set forth in the section titled “**SUBCONTRACT TERMS & CONDITIONS**” herein. The terms of this agreement shall be further governed by the following special provisions, which shall take precedence over any conflicting terms in this document:

- i) Payments shall be made in accordance with the payment schedule detailed in Vision Elevators' quotation (Ref: 3001774v1), which is incorporated herein by reference. Payments are conditional upon the successful completion of the corresponding stage, acceptance and approval of the Project Manager of RGZ Projects and the submission of a valid tax invoice. The schedule is as follows:
 - a. *60% of the contract price on receipt of order.*
 - b. *20% of the contract price on delivery of material to site.*
 - c. *15% of the contract price on progress during installation.*
 - d. *5% of the contract price on completion and handover.*

- ii) As a condition precedent to the advance payment specified in special condition (i), the Subcontractor must provide RGZ Projects with the following guarantees at least seven (7) calendar days following the acceptance of this agreement:
 - a. *An Advance Payment Guarantee (APG) for the full amount of the deposit, in a form and from a bank acceptable to RGZ Projects.*

- iii) The Subcontractor shall submit the following documentation to RGZ Projects' site safety officer for approval before any work commences on site:
 - a. *A detailed method statement for the installation.*
 - b. *The proposed lift load test certificate for approval.*
 - c. *A comprehensive risk assessment for all activities associated with the installation*

- iv) The Subcontractor warrants that all work performed and materials supplied under this agreement shall be free from defects in materials and workmanship for a period of twelve (12) months from the date of final completion and handover. The Subcontractor shall, at its own cost, promptly rectify or replace any defective work or materials arising during this warranty period, provided that such defects are not due to normal wear and tear, misuse, or damage caused by third parties.

- v) This letter of appointment, together with the Subcontract Terms & Conditions attached herein, constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings, representations, proposals, quotations, tenders, or arrangements, whether written or oral. No terms, conditions, or provisions contained in any prior document shall be incorporated into or have any force or effect under this agreement. To the extent of any conflict or inconsistency, the terms of this agreement shall prevail.

We welcome you as our sub-contractor and look forward to successful completion of your trade and the project.

Yours faithfully,

RGZ PROJECTS (PTY) LTD



MR. M. GAZU (PROJECT MANAGER)

ACCEPTED / DECLINED: BY

NAME & SURNAME

SIGNATURE

COMPANY NAME / STAMP

DATE: _____

SUBCONTRACT TERMS AND CONDITIONS

1. CONTRACT PERIOD

The Contract Period shall commence on **9th March 2026** and shall continue until **31st July 2026** (work will be continuous and done as and when required in contract stages), unless earlier terminated in accordance with this Agreement.

2. INCORPORATION OF PRINCIPAL AGREEMENT

- a) 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 to acquaint yourself with the terms thereof.
- b) You are deemed to be fully aware of all matters contained in the abovementioned documents, whether you avail yourself of the opportunity to inspect them.
- c) 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.
- d) 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.
- e) 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.
- f) 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.

3. WORKS RISK AND INSURANCE

- a) You are responsible for covering all costs associated with repairing or replacing or compensating for any damage and/or theft of goods that occurs during transport, supply, delivery, or installation, 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.
- b) You shall register with the Compensation Fund in terms of the Compensation for Occupational Injuries and Diseases Act (COIDA), No. 130 of 1993, and maintain compliance for all your employees.
- c) You shall insure your Common Law Liability to your employees, falling outside the scope of COIDA. The limit of such indemnity shall be as required by the Principal Agreement conditions or R500 000, whichever is the greater.
- d) 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.
- e) The Sub-contractor shall insure its' 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.
- f) 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.

4. HEALTH AND SAFETY

All Subcontractors must comply with the RGZ Health and Safety requirements. Please liaise with our site Safety Officer. You will be required to submit your OHS File before commencement of any work.

5. 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 oversees the Works from time to time.

6. PROGRAMME FOR COMPLETION

a) All work incorporated in this Sub-contract shall be completed strictly in accordance with the agreed upon programme works. You are required to liaise closely with the Contractor to ensure timeous delivery and installation of goods in accordance with our requirements.

7. WATER, POWER, PLANT AND SCAFFOLDING

a) The Sub-contractor will be allowed free use of the same sources of water and power (if any) as the Contractor, but if the Contractor's existing installations are insufficient, the Sub-contractor must cover all expenses for additional installations. The Sub-contractor will be responsible for the costs of water and power for the commissioning of his installations.

b) 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.

c) 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.

d) 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.

8. 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.

9. APPROVAL

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

10. PAYMENT

RGZ Projects shall pay all properly submitted invoices within **thirty (30)** calendar days of receipt, subject to the following conditions:

a. The invoiced work must substantially comply with all contractual specifications and quality standards; and

b. RGZ Projects' project manager must provide written acceptance of the work.

11. DAMAGE & BREACH

- a) 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.
- b) RGZ Projects reserves the right to terminate this contract immediately upon any material breach by the Subcontractor, without prejudice to any other rights or remedies available under law or this agreement.

12. PENALTIES

Should you fail to perform within the specified timeframe, a penalty fee of 0.04% of your contract value will be charged per calendar day until full completion of your deliverables.

13. SETTLEMENT OF DISPUTES

- a) Should any disagreement arise between the parties, either party may give notice to the other to resolve such disagreement.
- b) Where such disagreement is not resolved within ten (10) working days of receipt of such notice, it shall be deemed to be a dispute and shall be referred by the initiating party to either mediation or arbitration.
- c) In the event mediation is required, the Parties shall, within ten (10) working days of such determination, mutually appoint a qualified mediator to facilitate the dispute resolution process. Should the Parties fail to agree on a mediator within this stipulated period, the initiating Party shall be entitled, at its sole discretion, to either:
 - (i) refer the matter to binding arbitration or
 - (ii) pursue any other legal remedy available under South African common law or statutory provisions.
- d) In the event the dispute proceeds to arbitration, the Parties shall refer the matter to Masters Builders KwaZulu-Natal, which shall administer the arbitration process in accordance with its institutional rules. The arbitrator's decision shall be binding on the parties who shall give effect to it without delay.
- a) Recording of a dispute shall not relieve the parties from liability for the due and timeous performance of their obligations.

14. QUANTITIES

Quantities specified are final, unless amended in writing by the Contractor.

15. MODIFICATIONS

- a) Notwithstanding any terms of this appointment, the Contractor reserves the right to modify or terminate this Subcontract as required under the Principal Agreement, at its sole discretion, or due to force majeure events.
- b) If the Principal Agreement is terminated, this subcontract may be cancelled at RGZ's discretion, subject to payment for work done and liabilities incurred to date.

16. CESSIONS

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

17. CONDITIONS

You waive, renounce and abandon any terms and conditions set out in your tender which conflict with the conditions in this document.

18. 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.

19. BEE REQUIREMENTS

All Subcontractors must comply with RGZ Projects BEE requirements.

20. CLEANING

You will be held responsible for cleaning up (including packaging/installation materials), 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.

21. ADDITIONAL WORKS

Any additional works required during the project shall be executed either:

- i) Under the same terms and conditions as this Agreement; or
- ii) under such amended terms as the Contractor may reasonably determine, with written notice of the applicable terms to be provided to the Subcontractor prior to commencement of such additional works.

22. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior understandings, representations, or agreements, whether written or oral.