

Preventative Maintenance Agreement for Gemalto Southern Africa (Pty) Ltd



Created by:

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Prepared for:

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Preventative Maintenance Agreement

Dear Jean Maritz

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 Preventative Maintenance Agreement (PMA) is designed to keep your assets working optimally and to meet your obligation under the Occupational Health and Safety Act. A team of trained technicians and customer service representatives are there to ensure you experience the best possible service levels and to deliver on our promise of “We Go Further”.

The PMA consists of five different Service Plans allowing the customer the flexibility of choosing a plan that meets their operational requirements, as well as budget. Each Service Plan consists of a combination of different Service Activities and a detailed description of each activity can be found within this document to assist you in making the decision on which Service Plan best suits your needs.

Should you have any questions regarding the information provided in this document, please feel free to contact us.

Yours faithfully

Jessica Weiss
Service Admin
Vision Elevators (Pty) Ltd



The Service Activities

Managed Maintenance

The Managed Maintenance Activity takes a systematic approach to the preventative maintenance of your assets. Depending on the product type and usage, we will customise a maintenance schedule that will break down the maintenance tasks of each unit into key focus areas that need to be performed at different scheduled intervals. At each scheduled visit the service technicians will complete the tasks of the relevant focus areas and document the results on the service report. Should you want more information on what tasks are completed in each focus area please contact us.

Customer Call Centre

The Customer Call Centre is available 24 hours a day, 7 days a week and allows our customers to log calls at any time. The Customer Call Centre number is 0860 105 727.

Service Reporting

An integrated software system allows the customer service representative, as well as the technicians in the field, to collect data from the various tasks relating to the preventative maintenance in real time. With this data we are able to provide our customers a variety of reports relating to their assets.

Call-Out Attendance

The Call-Out Attendance Activity allows for one of our technicians to attend to any unexpected equipment fault, stoppage or erratic operation that occurs in between scheduled visits. Depending on the Service Plan option selected this will either be included within the service plan Price or can be charged for separately. Please pay careful attention to the exclusion noted for this activity in Exclusions and the possible additional cost in Chargeable Call Out Attendance.

Component Replacement

This activity allows for the repair and or replacement of any component that is either malfunctioning or faulty on the unit(s). Please pay careful attention to the exclusion noted for this activity in Exclusions.

Car Lights, Shaft Lights and Fans

This activity makes allowance for the replacement of all faulty light globes/tubes in the lift car, shaft or pit with a like for like part. It also makes allowance for the replacement or repair of the lift car fan in the event of any damage. Note it does not include LED strip lights.

Twenty Four Month Regulatory Inspections

The OHS Act requires that the owner of any passenger carrying equipment, ensures it is inspected every 24 months by a registered lift inspection (RLI). In the event this Service Activity is selected, Vision Elevators will arrange for an RLI to inspect the unit once every 24 months, in accordance with the specifications supplied by SANS, and will update the Department of Labours records accordingly.

Asset List and Performance Criteria

Unit Number	Lift Reg Number	Known Name	Floors	Product Type
100378	01/L4545	Gemalto Goods Hoist	2	Goods Hoist

Asset List

The asset list below details information pertaining to the units that will be included within this PMA.

Performance Criteria

Vision Elevators (Pty) Ltd is committed to delivering a level of service that is truly of benefit to you as the Customer, as well as to all end users. Accordingly, under this PMA, we are committed to achieve the following performance standards:

Criteria	Standard
Availability	95%
Call Rate Average per unit per year	Less than 10 calls
Response Time to Elevators stopped with passengers during normal business hours	60 min
Response Time to Elevators stopped with passengers during normal business hours (in excess of of 50km from Central office)	75 min
Response Time to Elevators stopped with passengers outside normal business hours	90 min
Response Time to breakdowns during normal business hours	120 min
Response Time to breakdowns outside normal business hours	180 min
Floor leveling accuracy (up or down)	Less than 5mm

Service Plan Pricing

The pricing of the Service Plans below is inclusive of all the units listed on the Asset List. As the Customer, you have the option to select the Service Plan and PMA duration of your choice.

The first table explains what Service Activities are included within each Service Plan and the second table details the pricing of the different Service Plans and PMA duration.

Service Plan B
<i>Included Service Activities: Managed Maintenance, Customer Call Centre, Service Reporting, Call Out Attendance</i>

Please select the Service Plan and PMA duration by selecting the radio button below.

Service Plans	Price per month	VAT	Monthly Price Inc VAT
<input checked="" type="radio"/> Service Plan B : 1 Year PMA duration	ZAR 2,115.26	ZAR 317.29	ZAR 2,432.55

Exclusions and Chargeable Call Out Attendance

Exclusions

The following work will not be covered by the PMA:

- Modernisation, upgrading or safety improvements of the equipment even if demanded by experts, authorities or insurance companies.
- Supply of technical solutions for parts that are no longer available.
- Rectification of damage caused to any equipment as a result of misuse, vandalism, fire, power fluctuations, ingress of water, moisture, exposure (including rust) and/or any other situational factors out of Vision Elevators (Pty) Ltd control.
- Call out attendance caused due to misuse, abuse as well as power fluctuations and water ingress. Call out attendance caused due to any of these factors will be charged for additionally at the prevailing hourly and travel rates.
- Ensuring correct supply of power to the lockable isolator of the unit.
- The painting of the motor room walls and ceiling.
- Motor room doors, windows and mechanical ventilation.
- Pit sump pump.
- Repair or replacement of car and landing door panels, surrounds, frames, architraves and sills, unless attention is required as a result of incorrect running clearances.
- Repair or replacement of decorative finishes, wall panels, suspended ceilings, light diffusers, handrails, mirrors, glass sides, glass doors, carpets or floor coverings.
- Total replacement of pistons, cylinders and buried piping on hydraulic lifts, other than accessible wearing parts and seals.
- Repair or replacement of telephones, closed circuit television systems, power generating plants and security equipment.
- Emergency battery drives and batteries.
- Escalator Step Chains (Older than 5 years).
- Escalator Handrails (Older than 5 years).
- Escalator or travelator lighting, which does not form an integral part of the unit, exposed paneling, cladding and balustrades.
- Escalator Deep Clean.
- Cleaning of excessive dirt and/or waste from the lift pit.

Chargeable Call Out Attendance

In the event that the Call Out Attendance Activity is not selected as a part of the Service Plan or is caused by an item listed in the Exclusion list above, the additional price for the Call Out Attendance Activity will be charged as follows:

- R800 (excluding VAT) per hour during office hours.
- R1200 (excluding VAT) per hour if required after hours, on weekends and/or public holidays.

Note that the hourly rate is charged from dispatch of the call until resolution.

General Terms and Conditions

1. Definitions

The defined words and phrases shall have the following meanings:

Term	Definition
Commencement Date	The date of commencement of the Preventative Maintenance Agreement.
Preventative Maintenance Agreement	The agreement entered into between Vision Elevators (Pty) Ltd and the Customer regarding provision of Service Activities based on the Service Plan selected.
Preventative Maintenance Agreement Duration Period	The duration period of the Preventative Maintenance Agreement as selected by the Customer in Service Plan Pricing.
Legislative Requirements	All applicable regulatory and legislative requirements concerning maintenance of elevators and escalators, as set forth in the following: Occupational Health and Safety Act, 1993 as amended.
Service Activities	Work to be performed by Vision Elevators (Pty) Ltd on the Equipment pursuant to the Preventative Maintenance Agreement and description of works in The Service Activities.
Normal Working Hours	The time between {07:30} to {16:30} from Monday to Friday, excluding local public holidays.
Equipment	The lifts, escalators or other units described in the Asset List of this agreement and related components and parts.
Obsolete Equipment or Obsolete Parts	Equipment or part reaching a 15 years lifespan from date of original installation.
"Party" or "Parties"	The Customer and/or Vision Elevators (Pty) Ltd.

Term	Definition
Price	Monies payable to Vision Elevators (Pty) Ltd by the Customer for the performance of the Service Plan selected in Service Plan Pricing.

2. Provisions of Services by Vision Elevators

Vision Elevators (Pty) Ltd shall perform the Service Activities as stipulated in this PMA and in these General Terms and Conditions. In performing said services, Vision Elevators (Pty) Ltd shall take all reasonable steps to maintain the Equipment in proper operating condition by examining, adjusting, and lubricating the Equipment.

Vision Elevators (Pty) Ltd shall use trained personnel, and/or personnel who are appropriately supervised, to perform the Service Activities.

In addition, Vision Elevators (Pty) Ltd shall provide the Service Activities in accordance with all relevant legislative and regulatory requirements and shall undertake, at the Customers expense, any work deemed necessary to comply with amended applicable Legislative Requirements.

The Service Activities shall be conducted during Normal Working Hours. If not separately agreed, any work conducted outside Normal Working Hours is not included in the Price and shall be invoiced separately.

3. Obligations of the Customer

The Customer shall promptly inform Vision Elevators (Pty) Ltd of:

- any unsatisfactory operation or performance of the Equipment; or
- any accidents or incidents involving the Equipment; or
- any change in use of the Equipment.

The Customer shall also provide a "safe and adequate working environment" for Vision Elevators (Pty) Ltd personnel, including reasonable access to carry out the Service Activities.

In addition, the Customer shall be responsible for all wiring in the building structure and power supply necessary for the functioning of the Equipment. The Customer shall be responsible for any power supply fluctuations or failures causing damage to the Equipment. The Customer is responsible for the intercom system and related equipment including remote monitoring systems, and payment of all costs and charges relating to the maintenance and use of the same. The Customer shall also comply with all applicable legislative and regulatory requirements, including work safety regulations.

4. Maintenance Devices

Any counter, meter, tool, wiring diagrams and other drawings of a technical nature (collectively known as the 'maintenance devices') which Vision Elevators (Pty) Ltd may use or install under this PMA is and remains the property of Vision Elevators (Pty) Ltd. These maintenance devices are provided solely for the use of Vision Elevators (Pty) Ltd employees.

Insofar as it is a requirement of the lift operation, Vision Elevators (Pty) Ltd reserves the right to store or install maintenance devices in the machine room and/or controller and to electrically connect into the Equipment.

Access to the maintenance devices will be limited to authorised personnel only.

All information pertaining to the maintenance devices and the software contained in the equipment is confidential and will remain the property of Vision Elevators (Pty) Ltd.

The Customer agrees to not disclose such information to any person without the expressed written consent of Vision Elevators (Pty) Ltd.

If the PMA is terminated for any reason, Vision Elevators (Pty) Ltd is hereby irrevocably authorised to remove all maintenance devices and the Customer will give Vision Elevators (Pty) Ltd such access to the building as may be required to enable them to do so.

5. Prices and Price Adjustments

The service Price is payable one (1) month in advance by direct debit order or electronic transfer. Vision Elevators (Pty) Ltd will in no circumstances accept payment by cheque or in cash. Payment of taxes, including any Value Added Tax, is in addition to the Price.

The Price of the PMA may be adjusted annually to compensate for increased taxes or expenses due to statutes, regulations, or orders issued by a Government department or other authority, or for increased labour, materials, or insurance costs. Price adjustments will be based on the value before discount. Payment by the Customer of any adjusted price shall constitute agreement by the Customer that such adjustment conforms to this agreement.

The Price shown in Service Plan Pricing will remain fixed for the first 12 months. Increases will be applicable as from the first day of the Price Adjustment Month as indicated in The PMA Schedule. The Price will be adjusted in accordance with the previous 12 month Consumer Price Index (CPI) figure as produced by Stats SA.

6. Delayed Payments by the Customer

Payment is due on the last business day of each month in which Service Activities took place. If the payment of any sum due under the agreement is delayed for more than fourteen (14) days, Vision Elevators (Pty) Ltd shall be entitled to charge interest on such sum at the rate of seven percent (7%) above the prime overdraft rate charged by Vision Elevators (Pty) Ltd's bankers from time to time, for every day that the payment is overdue.

Vision Elevators (Pty) Ltd shall also have the right, without prejudice to other remedies, to suspend the provision of the Service Activities until the Customer's due payments (with interest) have been paid in full.

7. Vision Elevators (Pty) Ltd's Warranty for Parts and Components

Vision Elevators (Pty) Ltd shall, at its own cost, replace parts and components supplied by it which show defects in design, materials, or workmanship for a period of one (1) year after the date on which the respective spare part or component has been installed on the Equipment.

If the Customer elects to receive the Component Replacement Activity under the PMA, said warranty shall be extended for the Duration Period of the PMA. However, this warranty shall automatically expire if any repairs, replacement of parts or components or work upon the Equipment, including Service Activities, is made necessary because of misuse of the Equipment, power supply failures/damage, negligence, theft, accident, vandalism or tampering, or due to repairs, alterations or adjustment to the Equipment by anyone other than Vision Elevators (Pty) Ltd's employees or representatives.

All parts and components fitted by Vision Elevators (Pty) Ltd will be original parts or components. If original parts or components are not available, the parts or components fitted will be of equal or better quality. Vision Elevators (Pty) Ltd's liability to the Customer for any defects in design, materials, or workmanship relating to spare parts and components shall be limited to the replacement of spare parts or components as defined herein in clause 7.

All the replacement parts and components fitted to the Equipment will remain Vision Elevators (Pty) Ltd's property, pending the settlement of the account for such replacement parts. The replacement parts, which remain unpaid within 60 (sixty) days of fitting, may be removed and held by Vision Elevators (Pty) Ltd until payment in full settlement of the outstanding account is received. In the case of agreements which include the Component Replacement Activity, the non-payment of the normal service invoice is deemed to be non-payment of the replacement parts.

Upon installation of replacement parts on the Equipment, the worn parts or defective components removed from the Equipment shall become the property of Vision Elevators (Pty) Ltd.

The Customer acknowledges that Vision Elevators (Pty) Ltd cannot guarantee availability of replacement parts for Obsolete Equipment.

In cases where obsolete parts are not available, it may become necessary for the Customer to order major upgrades to such equipment. If the upgrades recommended by Vision Elevators (Pty) Ltd are not undertaken by the Customer, Vision Elevators (Pty) Ltd reserves the right to terminate the agreement within 30 (thirty) days of the expiry of the recommendation to upgrade or upon notification of the intention not to upgrade, whichever is the earlier.

The items listed in Exclusions are explicitly excluded from Vision Elevators (Pty) Ltd's responsibility.

8. Customer Indemnification and Limitation of Liability

Vision Elevators (Pty) Ltd shall indemnify the Customer against liability for personal injury, death and/or property damage arising solely out of the reckless or willful acts or omissions of Vision Elevators (Pty) Ltd's employees in performing Vision Elevators (Pty) Ltd's obligations under the PMA, subject to the following:

- Vision Elevators (Pty) Ltd shall under no circumstances be liable for any indirect, consequential, incidental, special, punitive/exemplary or non-patrimonial damages;
- Vision Elevators (Pty) Ltd shall not be liable for loss of profit or loss of use nor shall Vision Elevators (Pty) Ltd be liable for any purely economic loss;

In addition, Vision Elevators (Pty) Ltd makes no warranties, representations or undertakings of any nature whatsoever whether express, implied, or collateral, including but not limited to the warranty of merchantability and the warranty of fitness for a particular purpose, except those warranties expressly made in the PMA, which are in lieu of any and all other warranties.

Vision Elevators (Pty) Ltd shall have no liability for or connected with any of the following:

- Any repairs, replacement of parts or components, or work upon the Equipment, including Service Activities, made necessary because of misuse or neglect of the Equipment, negligence, theft, accident, vandalism or tampering, or due to repairs, alterations, or adjustments to the Equipment by anyone other than Vision Elevators (Pty) Ltd;
- Failure by the Customer to carry out any work or make any repairs, replacements or upgrades recommended by Vision Elevators (Pty) Ltd, or work required by reason of the Equipment not being in a safe and satisfactory condition on the Commencement Date or which otherwise falls outside the scope of the Service Activities as defined in the PMA;
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Vision Elevators (Pty) Ltd being prevented from performing the Service Activities due to any failure by the Customer to satisfy any of its obligations under the PMA, including those set forth in clause 3 or 6 above, nor shall Vision Elevators (Pty) Ltd be liable for any loss or damage covered by the insurances referred to in clause 9 below;

- Any loss, damage or injury which may be sustained either to persons or property due to the operation of, or any accident or failure respecting, the Equipment, except in the case of an accident or failure resulting from Vision Elevators (Pty) Ltd's own reckless or willful act;

9. Provision of Insurance by Vision Elevators (Pty) Ltd

Vision Elevators (Pty) Ltd shall furnish the Customer, upon request, copies of its Public Employers' Liability Insurance, which Vision Elevators (Pty) Ltd will maintain in force for the PMA Duration Period with a reputable insurance company.

Vision Elevators (Pty) Ltd shall maintain a Public Liability Policy or Policies indemnifying it against all legal liability for injury, death and property damage arising from recklessness, negligence, an omission, or a willful act by Vision Elevators (Pty) Ltd or its employees. Such coverage shall provide a limit on indemnity of not more than R20 000 000 for any one incident.

10. Force Majeure and Release from Responsibility

Vision Elevators (Pty) Ltd shall not be liable for any failure to fulfill any obligation under the PMA to the extent that such fulfillment is prevented by circumstances beyond Vision Elevators (Pty) Ltd's ability to reasonably control, which circumstances shall include, but not be limited to, acts of God, acts of government, pandemic, lockdowns, war, civil commotion, material shortages, transportation delays, labour unrest, malicious mischief, theft, vandalism, misuse of Equipment, tampering or repairs by third parties, obsolescence, power supply, fire, water, or accident.

11. Termination of Agreement

The PMA shall remain in force for the duration of the PMA Period and shall thereafter automatically renew for a subsequent period of three (3) years unless cancelled in writing by either party ninety (90) days prior to the renewal date.

Either Party may terminate the PMA, without satisfying the above time requirements, by giving written notice to the Other Party, but only in the event of the following:

The Other Party is liquidated either compulsorily or voluntarily, or a receiver, administrator or administrative receiver is appointed with respect to the whole or any part of its assets; or

If the Other Party commits a breach of the PMA which substantially detracts from effective performance of its obligations under the PMA without correcting said breach within fourteen (14) days after receipt of written notice setting forth particulars describing the alleged breach. Further, Vision Elevators (Pty) Ltd has the right to terminate the PMA in the event the main purpose of use of the Equipment is materially changed during the PMA Duration Period or the Equipment is serviced or repaired by a third party without the prior written approval by Vision Elevators (Pty) Ltd during the PMA Duration Period or the ownership/material share of the ownership of the building where the Equipment is located is changed.

In all circumstances where the PMA is terminated other than for Vision Elevators (Pty) Ltd's breach, insolvency or repudiation, a termination fee shall be payable by the Customer, without prejudice to any of Vision Elevators (Pty) Ltd's other rights. The said termination fee is equal to 30% of the Price payable by the Customer for the remaining term of the PMA but for the termination. The Parties agree that the said termination fee is a reasonable pre estimate of the loss suffered by Vision Elevators (Pty) Ltd as a result of the termination.

Vision Elevators (Pty) Ltd, in turn shall return any payments made by the Customer for Service Activities not yet performed, except in the event of Customer default.

In the event of the building being sold, the Customer with whom Vision Elevators (Pty) Ltd is in a PMA, will only be released from liability if Vision Elevators (Pty) Ltd and the new owner complete a written assignment of the PMA, with the new owner validly substituted in the place of the Customer and having become liable for the identical, debts, liabilities and obligations in terms of the original PMA concluded with the Customer.

Vision Elevators (Pty) Ltd undertakes not to unreasonably withhold its consent to an assignment.

The Customer may not cede any of its rights in terms of this PMA without Vision Elevators (Pty) Ltd's written consent.

Should the Customer refuse to undergo the legally required annexure inspection, Vision Elevators will have the option to terminate this PMA 30 (thirty) days after receiving written or telephonic confirmation from the Customer in this regard, or 60 (sixty) days after Vision Elevators notified the Customer that the annexure inspection is due for completion.

12. Change of Address I Domicilium

Any of the parties may change the addresses as shown on the Service Agreement Schedule to any other address in the Republic of South Africa by giving to the other party no less than 14 (fourteen) days written notice of such change.

Unless otherwise recorded herein in writing, the chosen domicilium citandi executandi of the Customer, for all purposes hereunder, shall be the building address.

13. Settlement of Dispute

In the event that either party is of the opinion that the other party is not fulfilling its PMA obligations, without any prejudice to any other remedies or rights the injured party may have, the injured party shall give written notice of its cause for complaint to the other party, and shall provide the other party with the opportunity to rectify the cause for complaint within 14 days of receipt of such notice.

If the cause for complaint is not removed within the said 14 day period, the injured party shall be entitled to declare a dispute by giving written notice to the other party, and shall be entitled to refer such dispute to arbitration.

In the absence of agreement between the parties on a suitable arbitrator, the injured party shall call upon the chairman for the time being of the Association of Arbitrators (South Africa) to appoint an arbitrator, who shall become the arbitrator.

The dispute shall thereupon be referred to the arbitrator in accordance with the latest Rules for the Conduct of Arbitrations issued by the said Association at the date when the dispute is declared.

Prior to arbitration, no dispute excluding a financial dispute, having been declared in terms hereof, shall be referred to the civil courts without the consent of both parties, which consent shall not be unreasonably withheld.

It is agreed that the decision of the arbitrator is final and will be made an order of court.

14. Applicable Law

The PMA will be governed and construed in accordance with the Laws of the Republic of South Africa.

15. Protection of Personal Information

In performing our contractual responsibilities to you, it is necessary that we process your personal information (i.e. information relating to your race, gender, marital status, national, ethnic or social origin, colour, age, disability, language, birth, education, medical, financial, criminal or employment history, e-mail address, physical address, telephone number or other particular assignment relating to you).

We will implement the necessary measures in accordance with the principles of POPIA, namely Accountability, Processing Limitations, Purpose Specifications, Further Processing Limitations, Information Quality, Openness, Security Safeguards and Data Subject Participation. We shall take reasonable measures to ensure that your personal information is not lost, damaged, unlawfully accessed or destroyed without authorisation.

Processing of your personal information includes: The collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation, use, dissemination by means of transmission, distribution, making available in any other form, merging, linking, as well as restriction, degradation, erasure or destruction of information.

Our Privacy Policy is available on our website and your informed consent is hereby given to process your personal information in accordance with the provisions of POPIA.

16. General

The PMA constitutes the entire agreement between the Parties.

The Customer represents and warrants that in deciding to enter into the PMA, the Customer has not relied on any information supplied or statements made by Vision Elevators (Pty) Ltd except those set forth in the PMA.

The PMA may be amended or varied only by a written instrument signed by duly authorised representatives of both Parties.

Any purchase order issued by the Customer in connection with the Maintenance Service shall be deemed to be issued for the Customer's administrative or billing purposes only.

The Parties intend that the terms and conditions contained in the PMA shall exclusively govern any services to be provided hereunder.

None of the conditions applicable to the PMA shall be considered waived or abandoned unless such waiver or abandonment is given in writing. A mere indulgence by Vision Elevators (Pty) Ltd shall not be construed as a waiver or abandonment of rights.

PMA Parties

The PMA is concluded on the basis of information provided in this document between the Customer and Contractor whose details are reflected below.

Please provide the relevant customer details below.

Customer	
Company name	
Company registration no.	
VAT registration no.	
Physical address	
Postal address	
Name of representative	
Telephone no.	
Email	

Contractor	
Company name	Vision Elevators (Pty) Ltd
Company registration no.	2006 / 010380 / 07
VAT registration no.	4530234428
Physical address	28A Sycamore Crescent, Atlas Gardens Industrial Estate, Durbanville Hills, WC
Postal address	PO Box 11135, Bloubergrant, 7443
Name of representative	Jessica Weiss
Telephone no.	087 550 0534
Email	adminjhb@visionelevators.co.za

PMA Signatures

To accept the PMA, please sign in the field provided below or alternatively "Forward" this document to a legal signatory.

PMA Schedule	
PMA start date	01 September 2023
PMA adjustment month	July 2024
PMA price per month incl VAT	* as per selected plan

On behalf of the Customer (who warrants that he/she is duly authorised to sign)	On behalf of Vision Elevators (Pty) Ltd
Signature:	Signature:
Name:	Name: Jessica Weiss
Date:	Date:

Annexure 1

Should the information provided for the PMA Parties differ from the details required below, please provide the following information:

Building Details and Building Contact Information	
Building Name	
Building Address	
Name of Responsible On-Site Person	
Telephone No	
Email	

Account Contact Information (Invoices to be sent to)	
Company Name:	
Postal Address	
Name of Responsible Accounts Person	
Telephone No	
Email invoice to	