

Client Agreement

The following documents will comprise this agreement and should be annexed hereto and initialled for the purposes of identification.

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| Main agreement | – This document incorporating Clauses 1 to 19. |
| Scope of Works | – Written details of the work to be performed, equipment, services and materials to be supplied, as set out in Clause 5. |
| Drawings | – The drawings will inter alia contain a layout and floor plan. |
| Payment Schedule | – The document that sets out the terms of payment due to the contractor. |
| Critical Path Analysis | – The document that sets out the estimated completion times for various aspects of the work. |
| Sample Board | – The board prepared by the contractor which reflects the specific finishes, Materials, colour schemes and lay-out approved by the client. |

1. SCHEDULE OF DETAILS

1.1. Name of Client (Full company name)	
1.2. Company Reg No: (If applicable) or ID numbers of partners.	TBC
1.3. Company VAT number:	TBC
1.4. Client's Authorised Representative	
1.5. Client's Domicilium Citandi et Executandi for purposes of clause 17	
1.6. Client's Address to which statements of account are to be sent	
1.7. Address where work is to be carried out	
1.8. Contract price	
1.9. Commencement date	
1.10. Practical completion date	
1.11. Final completion date	

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2. DEFINITIONS

- 2.1. Agreement - This document together with its annexures.
- 2.2. Client - The party referred to as such in part 1.1 of this agreement.
- 2.3. Contractor - Turnkey Interiors (Pty) Limited of Unit 2, K101 Business Park, Capital Hill Commercial Estate, Cnr K101 & Le Roux Rd, Midrand.
- 2.4. Contract Price - The contract price shall be the price referred to in part 1.7 above, as computed in the Scope of Works and Payment Schedule annexed hereto.
- 2.5. Drawings - The plans, layouts, sketches and drawings that have been or may be prepared for the purposes of this contract.
- 2.6. Final Completion - The state of completion where the works are complete and free from all patent defects.
- 2.7. PC Items - Items that are provisional and are referred to and identified as such in the Scope of Works or any variation thereto ("PC" is the abbreviation for "provisional cost").
- 2.8. Premises - The address where the work is to be carried out.
- 2.9. Practical Completion - The state of completion where the works, excluding any variations, are substantially complete or can be used for the purposes intended.
- 2.10. Scope of Works - Written details of the work to be performed, equipment, services and materials to be supplied, that are detailed in the document/s annexed to this agreement and signed or initialled by the parties or described in the drawings defined hereunder and similarly signed or initialled by the parties.
- 2.11. Subcontractor - Any person employed by the contractor for the purposes of carrying out any aspect of the works.
- 2.12. Works - The works shall mean all the work to be performed, equipment, services and materials to be supplied in terms of this agreement.

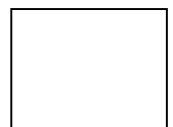
3. COMPUTATION OF TIME PERIODS

Wherever it is provided in this agreement or the annexures thereto for an act or work to be performed or notice to be given within a period of time after a given date or by a given date, the calculation shall be deemed to have commenced at midnight immediately preceding the first-mentioned date and the time period shall be deemed to run until midnight immediately following the time period or last-mentioned date as the case may be.

4. CONTRACTUAL OBLIGATIONS

- 4.1. Design - In regard to the design, the contractor's functions will include the following:
 - 4.1.1. consulting with the client to establish the client's needs in regard to space planning and utilisation, and generally the client's requirements in regard to the premises;
 - 4.1.2. planning and designing the client's premises according to the client's requirements;
 - 4.1.3. drawing plans and, if required, having plans approved by the appropriate local authorities the costs of which will be borne by the client;
 - 4.1.4. sourcing materials and providing expertise in regard to specialist trades;
 - 4.1.5. designing and/or sourcing furniture and fixtures according to the client's specifications in consultation with the client to the extent that this is necessary or required by the client.
- 4.2. Project Management - In regard to project management, the contractor's obligations will be the following:

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- 4.2.1. procuring materials necessary to carry out the works;
- 4.2.2. contracting with subcontractors to carry out various aspects of the works;
- 4.2.3. accepting liability to pay subcontractors who carry out any portion or aspect of the works, upon terms to be agreed between the contractor and the relevant subcontractor;
- 4.2.4. co-ordinating and supervising the subcontractors and ensuring that they correctly and properly carry out their obligations.

5. SCOPE OF WORKS AND PC ITEMS

- 5.1. The contractor will carry out the works set out in the Scope of Works to the client's reasonable satisfaction.
- 5.2. The works set out in the Scope of Works as at the date of signature of this agreement may be varied from time to time solely by agreement between the parties to this agreement and no such agreement shall be of any force or effect unless it is recorded in writing and signed by the parties hereto; provided, however, in the event that circumstances necessitate the deviation from the works or in the event that the client orally requests the contractor to effect variations and the contractor effects same without having obtained a written variation as contemplated and in the event that the client refuses to pay therefore, the dispute in regard to the liability of the client for such variation shall be submitted to arbitration in terms of clause 15 of this agreement and the arbitrator shall be empowered to make a reasonable award in respect of such variation.
- 5.3. It is agreed that the provisions of the preceding part 5.2 are for the benefit of the contractor and the client shall not be entitled to allege that any variation required by it was not performed or effected by the contractor, without the variation having been recorded in writing as contemplated in part 5.2 above.
- 5.4. P C Items
 - 5.4.1. The amounts reflected in the Scope of Works in respect of PC items are the maximum amounts for which the contractor has made allowance in computing the contract price. In the event that the client selects items exceeding such amount, the client will be liable for the difference. Likewise, if the client selects items which cost less than that provided for in the Scope of Works, the client shall be entitled to a credit in respect thereof.
 - 5.4.2. If the PC items have not been selected, chosen or identified by the client by the practical completion date, the contractor shall not be obliged to supply them and the client may be entitled to a credit in respect thereof.

6. PAYMENT OF CONTRACT PRICE

- 6.1. The contract price must be paid in accordance with the Schedule of Payments.
- 6.2. The client shall be obliged to make payment of the full contract price, prior to being entitled to take occupation of the premises. In the event that the client has not done so, the contractor shall be entitled to retain possession and control of the premises as a lien until such time as the client has paid the full amount owing by it.

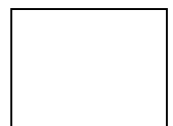
7. ACCESS TO PREMISES

- 7.1. The client shall give the contractor possession of (which shall include unrestricted access to) the premises to enable the contractor to perform its obligations hereunder.
- 7.2. In the event that a stage of practical completion has been reached and the contractor agrees to grant the client access to, and occupation of, the premises, notwithstanding that the client has not paid the contractor the full amount owing by the client, then the contractor shall be entitled to free and unhindered access to the premises during all reasonable working hours or during such other hours as the parties may agree in writing, to enable it to complete the works.

8. DATA AND OTHER COMMUNICATIONS

- 8.1. Every effort will be made by the contractor to work around workmen engaged in work related to the client's data and other communications, where the work performed by such other persons does not fall within the scope of this agreement.
- 8.2. The contractor, however, accepts no liability for delays or damage caused, of whatsoever nature, by any of these persons. In particular the contractor accepts no liability for the failure, delay or inability of TELKOM or other telecommunication contractors to provide the necessary telephone lines and distribution boxes required by the client.

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9. PRACTICAL COMPLETION AND DEFECTS

9.1. Practical Completion

9.1.1. When the stage of practical completion has been reached, and provided that the client has paid all amounts owing as at that date, the client may require that the contractor give the client beneficial occupation of the premises. In that event, however, any outstanding items of work to be performed or items to be delivered shall be paid for by the client immediately upon completion of each item of work or upon delivery of the relevant item as the case may be.

9.2. Defects

- 9.2.1. Within 14 days after the practical completion date, the client shall provide the contractor with a written list of items which in the opinion of the client require completion or are defective. (The said list is hereinafter referred to as the "snag list").
- 9.2.2. The provisions of the preceding clause regarding the compilation of the snag list shall mutatis mutandis apply to items of work performed or goods delivered in terms of this contract after the practical completion date.
- 9.2.3. In the event that the client does not deliver any such snag list/s to the contractor within the time stipulated, the contractor shall be deemed to have fulfilled its obligations in all respects.
- 9.2.4. After the client has provided the list/s set out above, the contractor shall be obliged to attend to it/them within a reasonable period of time, having due regard to the nature of the defect or works requiring completion and the terms of this agreement.

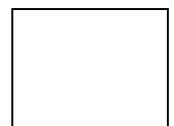
10. WARRANTIES

- 10.1. The contractor shall cede to the client any right that it may have in specific warranties issued by any subcontractor in respect of any work that such subcontractor may have performed, or any equipment which it may have supplied.
- 10.2. All work done, items manufactured, or materials supplied are guaranteed against both latent and patent defects that manifest themselves and which have been notified to the contractor in writing, within a period of six months from the date of practical completion.
- 10.3. Failing notification as provided for in 10.2 above, the client shall have no claim against the contractor in respect of any defects and shall pursue against whichever subcontractor it has acquired a right contemplated in 10.1 above.
- 10.4. The contractor shall remedy any defects as soon as reasonably possible. In this regard the contractor shall not be obliged to make any design changes. Remedial work shall be restricted to the repair of the item and only in the event that it cannot be repaired replacement thereof. In particular, the contractor shall not be liable for any consequential damages that the client may have suffered.

11. DELAYS AND EXTENSION OF TIME

- 11.1. Notwithstanding anything to the contrary in this agreement, the contractor shall be entitled to an extension of time where a delay is caused directly or indirectly by any one or more of the following:
- 11.2. Where the contractor is, despite all diligent attempts, unable to secure the availability of any necessary item of work, equipment or services and materials, for any reason which is beyond the contractor's control;
- 11.3. The insolvency of any subcontractor;
- 11.4. The repairing of any damage to the works caused by the client or any other person not employed by the contractor or its subcontractors;
- 11.5. Where works, other than those carried out in terms of the agreement, in any way interfere with the progress of the works;
- 11.6. The default or delay by the client in issuing an instruction, approving a drawing or providing any other approval required by the contractor, or the client's failure to make a payment due in terms of this contract;
- 11.7. Any delay caused by any subcontractor;
- 11.8. A riot, strike or lockout, by any subcontractor or a person necessary for the performance of the works, whether lawful or not;
- 11.9. The failure by the client or its agents to grant access to the site on the necessary dates;
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11.11. The actual time taken in executing any variation of the works.

12. INSURANCE AND CONTRACTOR'S LIABILITY

- 12.1. The contractor shall take out an all risks policy on behalf of the client if it is required in the scope of work.
- 12.2. The contractor shall not be liable for the theft, loss or damage of the client's property or any property in the contractor's custody unless such loss or damage was occasioned by the contractor's recklessness.

13. INTEREST ON LATE PAYMENTS

- 13.1. The client shall be liable for interest on any amount due, owing and payable, calculated per month at the prime rate ordinarily charged by the contractor's banker to its clients, calculated on a daily balance to the date of payment.

14. BREACH

- 14.1. Without derogating from any other right either party may have, if either party breaches any material term of this agreement, the party alleging the breach shall give notice to the defaulting party which notice shall contain the following:
 - 14.1.1. A description of the term which the party is alleged to have breached; and
 - 14.1.2. A demand that the party remedy the breach within a specified period of time, which period shall be reasonable, having regard to the nature of the breach. Provided, however, in regard to the failure by the client to pay any sum due, the period shall be three days.
- 14.2. If the contractor is the defaulting party and it fails to remedy the defect, the client shall be entitled to:
 - 14.2.1. Claim specific performance; or
 - 14.2.2. Claim a reduction of the contract price by an amount equal to the fair and reasonable cost of having another party complete or remedy the items of the works referred to in the notice, but limited to the amount allocated in this contract for those works; or
 - 14.2.3. Cancel the agreement and claim the fair and reasonable cost of having another party complete or remedy the works, subject to the same limitation referred to in 14.2.2 above.
- 14.3. If the client is the defaulting party and it fails to remedy the defect, the contractor shall be entitled to:
 - 14.3.1. Claim specific performance; or
 - 14.3.2. Cancel the agreement and claim all outstanding amounts and damages.
- 14.4. Notwithstanding anything to the contrary herein contained neither party shall be liable for consequential damages of whatsoever nature.
- 14.5. If the client withholds payment for any reason whatsoever the contractor shall not be obliged to continue work on the site until all outstanding amounts due and payable have been paid.
- 14.6. Ownership of all movables delivered to the premises shall remain vested in the contractor until paid for by the client in full.

15. DISPUTE RESOLUTION

- 15.1. If any dispute whatsoever between the parties hereto regarding the conclusion, implementation, interpretation or termination of this agreement arises, either party may require, by written notice to the other, that the dispute be submitted to, and decided, by way of arbitration.
- 15.2. It is acknowledged that certain disputes might be of a legal, technical or accounting nature. If the parties are unable to agree as to the nature of the dispute, the matter shall be submitted to a mutually appointed arbitrator to determine the nature of the dispute.
- 15.3. If there are disputes of different natures, a mutually appointed arbitrator shall be entitled to make such determination and to direct that one or more of such disputes be determined separately by separate arbitrators.
- 15.4. If a mutually appointed arbitrator is unable to perform this function he shall be entitled to nominate a counsel to make such determination. In the event of his inability, for whatever reason, to make such nomination then the determination

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shall be made by the most senior counsel practising on the 3rd Floor, Arbitration House, Protea Place, Sandton.

- 15.5. If the parties are unable to agree on an arbitrator, the arbitrator shall be a person or persons nominated by the Chairman of the Arbitration Foundation of South Africa.
- 15.6. The arbitrator shall have the same power as those exercised by a Judge presiding over a trial in the High Court but shall also have the powers of a Commissioner presiding over a trial in the Small Claims Court established in terms of the Small Claims Court Act No. 61 of 1984.
- 15.7. Any hearing shall be held in JOHANNESBURG, upon a date and at a place fixed by the arbitrator. The commencement date shall not be later than 21 days after his appointment, unless the arbitrator determines that there are exceptional circumstances which warrant its commencement at a later date.
- 15.8. The parties shall use their best endeavours to procure that the arbitration is concluded within 21 days thereafter.
- 15.9. In making any decision to postpone the arbitration from time to time, the arbitrator shall be obliged to bear the provisions of part 15.7 in mind and save in exceptional circumstances, the arbitrator shall not order postponements which offend the provisions of part 15.7
- 15.10. The arbitrator shall give his decision within 14 days thereafter, or as soon thereafter as possible.
- 15.11. The arbitrator shall decide the matter submitted to him in accordance with what he considers just and equitable in the circumstances and, accordingly, he need not observe the strict rules of evidence in arriving at this decision. He shall determine:-
 - 15.11.1. The procedure;
 - 15.11.2. Whether it is necessary for him to hear evidence, whether formally or informally, or whether it is necessary merely to hear submissions, whether in writing or orally; and
 - 15.11.3. Whether the parties should be represented at all and, if so whether by legal practitioners or by accountants or both.
- 15.12. The arbitrator's decision shall be presented in a written document and he shall state the reasons for his decision therein.
- 15.13. The parties irrevocably agree that the decision of the arbitrator made at such arbitration proceedings:-
 - 15.13.1. Shall be final and binding on each of them;
 - 15.13.2. Shall be carried into effect immediately;
 - 15.13.3. May be made an order of Court of competent jurisdiction.
 - 15.13.4. This section of the agreement shall survive a termination of the agreement.

16. COPYRIGHT

- 16.1. The contractor grants the client a limited licence to use its drawings solely for the execution of the works set out in this agreement. Copyright in all written or drawn, printed, photographed or filmed material, or any other material in any other form, prepared by the contractor for the purposes of this agreement shall vest in the contractor.
- 16.2. The client shall not infringe the contractor's copyright or be involved in the copying of any three dimensional object designed or commissioned by the contractor and manufactured in terms of this contract.
- 16.3. The contractor shall not be obliged to furnish the client with copies of any detailed or working drawings which depict a design for any purpose whatsoever. Drawings will be issued to subcontractors only for the purposes of manufacture or execution of the works.

17. DOMICILIA AND NOTICES

- 17.1. The parties choose as their domicilium citandi et executandi, for all purposes under this agreement, whether in respect of court processes, notices or other documents or communications of whatsoever nature, the addresses set out in 1.4 and 2.3 above.
- 17.2. Any notice or communication required or permitted in terms of this agreement shall be in writing.
- 17.3. Either party may by notice to the other party, change its domicilium citandi et executandi to any other physical address in Gauteng, provided that the change will become effective on the 7th day after the receipt of the notice.

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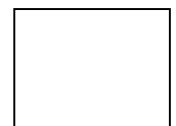
- 17.4. A notice to a party may be delivered:-
- 17.4.1. by prepaid registered post to it at its domicilium citandi et executandi. In this event, the notice shall be deemed to have been received on the 3rd business day after posting (unless the contrary is proved);
 - 17.4.2. by hand to an employee between 08h30 and 17h00 at its domicilium citandi et executandi which notice shall then be deemed to have been delivered on the date it was handed over to the employee at that address notwithstanding that it was not received by the party to whom it was addressed on that date.
 - 17.4.3. In the absence of an employee at the domicilium citandi et executandi between 08h30 and 17h00, service may be effected by affixing the notice to the main door of the premises. In that event service shall be deemed to have been effected on that date.
- 17.5. Notwithstanding anything to the contrary herein contained, a written notice or communication actually received by a party shall be adequate written notice of communication to it, despite the fact that it may not have been sent to or delivered at its chosen domicilium citandi et executandi.

18. GENERAL

The headings of the clauses in this agreement are for reference purposes only and are not necessarily indicative of the intention of the clauses to which they relate.

- 18.1. Unless the context clearly indicates a contrary intention, words importing any one gender shall include the other. The singular shall include the plural and vice versa. Natural persons shall include juristic persons and vice versa.
- 18.2. No relaxation or indulgence which any one party may show to the other shall in any way prejudice, affect or be deemed to be a waiver by the first mentioned party of that party's rights in terms of this agreement, nor shall such relaxation or indulgence preclude or estop that party from exercising its rights in terms of this agreement in respect of any further breach.
- 18.3. Items supplied by the contractor or its subcontractors shall remain the property of the contractor until paid for in full.
- 18.4. The contractor shall not be entitled to assign its obligations in terms of this agreement to any other person without the prior written consent of the client which consent shall not unreasonably be withheld.
- 18.5. All prices and fees charged herein shall be exclusive of Value Added Tax unless otherwise indicated.
- 18.6. Value Added Tax shall be charged at the rate prevailing at the time that the contractor incurs a liability to the South African Revenue Services in respect thereof.
- 18.7. Should it be identified that an item requires being imported; the client will be liable for the cost of the said item, in terms of the relevant rate of exchange from Standard Bank on date of invoicing. The contractor will increase or decrease prices in line with any increase or decrease in the foreign exchange rate applicable. Any variation between this rate on the date of invoice and the amount referred to in the Scope of Works will be the responsibility of the client
- 18.8. Unless otherwise agreed, a quotation for imported items shall exclude the costs of transport from the point of entry, import duty, demurrage, insurance, storage in bond or any other storage, all of which shall be for the client's account.
- 18.9. Unless otherwise agreed any costs of transportation and removal shall not be included in the contract price.
- 18.10. The contractor accepts no liability for loss, theft or damage of goods, caused during the transportation of the client's goods and the client shall be entirely responsible for arranging its own insurance cover in this regard.
- 18.11. This agreement constitutes the entire agreement between the parties. No representations by either party shall be binding upon the parties unless they are contained in this agreement.
- 18.12. Save as provided for in this agreement, no alteration, variation, addition, amendment, or consensual cancellation shall be valid and binding unless recorded in writing and signed by the parties.

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19. DISBURSEMENTS

In addition to any fees charged under this agreement, all expenses necessarily and reasonably incurred on this project will be charged as follows:

Printing, reproduction or purchase costs of all documents, drawing office prints, special illustrations and presentation visuals, special drawing office materials, and other out of pocket expenses including travel, accommodation and any other expense reasonably incurred to complete this project.

Authorised fees for specialist advice will be for the client’s account. These would normally include the services of Structural, Mechanical, Electrical, Architectural, Air-conditioning and Acoustical Engineers, Construction Manager’s Legal Advice and submission fees. Payment shall be due upon submission of invoices to you. Invoices shall be prepared monthly in accordance with work carried out during that month.

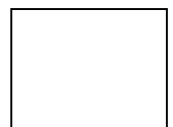
All rates quoted are exclusive of VAT, which shall be charged separately.

Disbursement Rates:

AO Plot	R 200.00
A1 Plot	R 150.00
A2 Plot	R 100.00
A3 Plot	R 45.00
A4 Plot	Free of charge
A3 Graphic	R 1000.00
A4 Graphic	R 500.00

Project management will be charged weekly in accordance with the weekly fee included in the scope of works.

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SIGNED BY THE CLIENT:

at _____ on the - _____ day of _____



As witnesses:

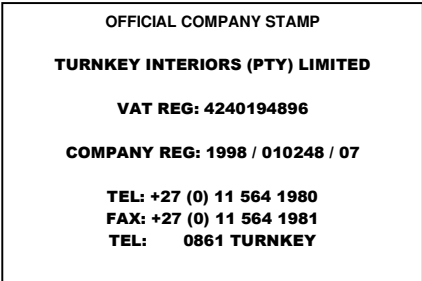
1. _____

2. _____

Signed for and on behalf of the client by the person who warrants His authority to do so

SIGNED BY THE CONTRACTOR:

at _____ on the. _____ day of _____



As witnesses:

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2. _____

Signed for and on behalf of the contractor by the person who warrants His authority to do so

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