



SERVICE LEVEL AGREEMENT

Entered into by and between

PIXLEY kaSEME DISTRICT MUNICIPALITY

REG NO: 2016/012867/07

[REPRESENTED BY: RE PIETERSE]

[DC7]

[Hereinafter referred to as "The Client"]

AND

VAXI - PRO COMPANY [PTY] LTD

REG. NO : 2009/020189/07

[REPRESENTED BY: NDOYISILE MXOLLISI SETI]

ID: 6407105515085

(Hereinafter referred to as "The Service Provider")

ZED R. M. A.A

**SERVICE LEVEL AGREEMENT
AND
MEMORANDUM OF AGREEMENT
BETWEEN**

Pixley ka Seme District Municipality herein represented by Mr RE Pieterse in his capacity as Municipal Manager [herein further referred to as the District Municipality];

AND

VAXIPRO [PTY] LTD herein represented by Mr Ndoyisile Mxolisi Seti in his capacity as the Director of VAXIPRO [PTY] LTD [herein further referred to as the Service Provider].

HEREIN AFTER REFERED TO AS THE PARTIES

WHEREAS the District Municipality intends to make use of the Service Provider to provide the following services to and on behalf of the District Municipality:

- Supply of solar geysers
- Installation of geysers
- Skills Transfer to the installers of solar geysers

This, for the purpose of this agreement, shall be referred to as Services Delivery; and

WHEREAS VAXPRO is willing and able to provide services to and on behalf of the District Municipality.

NOW THEREFORE THE PARTIES RECORD AS FOLLOWS:

The client desires the Service Provider to provide and install solar geysers and the Service Provider is willing to provide and install said solar geysers on the terms and conditions as set out in the attached letter of appointment. Appendix A

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1. DEFINITIONS:

- 1.1. The Service Provider shall mean the Service Provider's servants and agents.
- 1.2. Services shall mean those services more particularly set out in Appendix A attached hereto.

2. SCOPE OF SERVICES:

- 2.1. The Service Provider shall provide the following services to the Client:
 - 2.1.1. Supply of solar geysers;
 - 2.1.2. Installation of solar geysers; and
 - 2.1.3. Skills Transfer to the installers of solar geysers.
 - 2.1.4. The said services shall be in line with and conform to the National, Provincial, Pixley ka Seme District and Local Municipality's guidelines in performing its functions.
 - 2.1.5. Any additional services rendered outside the scope of work will be chargeable at current rates.

3. SPECIFIC CONDITIONS

- 3.1. The Service Provider is to ensure the complete safety and protection of the equipment and materials intended for incorporation into the project. Additionally, the Service Provider shall carry out all works on site in a manner which takes into account, the necessary safety of the residents and their houses during the implementation on site;
- 3.2. The project must commence within 30 [thirty] days of the appropriate approvals from the Department of Energy, and commencement shall mean that the Service Provider provides proof of the availability of the first ten thousand geysers, and has to be completed in accordance with the project implementation schedule;
- 3.3. Municipality shall advise the Service Provider of the transgression, and afford the Service Provider reasonable time to correct and/or rectify the matter;
- 3.4. The engagement of the Service Provider and delivery of the services must include the use of local residents, as labourers and where applicable the necessary transfer of skills to the appropriate Municipal staff;

- 3.5. Should the Service Provider not comply with terms of the agreement or transgress any of the legal instructions of the Department of Energy, the Municipality shall advise the Service Provider of the transgression, and afford the Service Provider reasonable time correct and/or to rectify the matter;
- 3.6. Should the Service Provider fail to take the necessary action and/or to rectify the transgression, then the Municipality has the right to terminate this appointment forthwith.
- 3.7. The District Municipality will not be held liable for any costs or claim which may arise from or as result of the project.

4. 4 CONDITIONS OF PAYMENT

- 4.1. The Parties note that the client will not be held liable for any costs or claims which arise from or flows from any activities associated with the project;
- 4.2. The Parties note further that all payments and claims flowing from activities associated with this project will be for the responsibility of the Department of Energy;
- 4.3. On acceptance of any invoice/s, the client shall inspect the work done or milestones reached, and subsequently validate the invoice within seven (7) days of receiving such invoice/s from the service provider;
- 4.4. In validating the invoice/s, the client shall place its stamp on the invoice/s and mark it as due and payable and submit same to the Department of Energy for payment;
- 4.5. A copy of such endorsed invoice/s shall be kept for the records of the client whilst a further copy will be given to the service provider for its own records;

ACCOUNT HOLDER	VAXIPRO [PTY]LTD
BANK	FIRST NATIONAL BANK
BRANCH	N1 CITY
BRANCH CODE	250655
ACCOUNT NUMBER	6226 804 5939

5. TERMS AND CONDITIONS:

5.1. Force Majeure

RNM

ZED - A.A

5.1.1. The Service Provider shall not be liable to the client for any damage or loss occasioned by any delay in the provision of the product and services caused by acts of God, Act of Parliament, a public enemy, fires, floods, explosions, or other catastrophes, epidemics and quarantine restrictions, or delays of a supplier due to such cause or causes, or for any other cause beyond control.

5.1.2. Warranties

5.1.2.1. The Service Provider warrants that:

5.1.2.2. The materials, goods and workmanship used in the Services will be fit for their respective purposes.

5.1.2.3. The specification for the Services will be achieved in all respects.

5.1.2.4. The Services shall be performed with due environmental responsibility and in compliance with applicable laws and regulations regarding the environment.

5.1.3. Control of material containing confidential information

The Service Provider shall handle all confidential information in accordance with the requirements of the client.

5.1.4. Non-disclosure of agreement

Neither party shall disclose the existence of this Agreement, except as may be required by law or government rule or regulation, without the written consent of the other party.

5.1.5. Freedom of independent development

This Agreement shall be construed as not prohibiting or restricting the client from independently developing, acquiring, making, using, or marketing or services which are competitive, irrespective of either similarity, with the items prepared under this Agreement.

5.1.6. Effected payment

In the event that the client has accepted the terms and conditions set forth herein, has placed a booking for the services and has further made the necessary payments (either wholly or in part), such amount(s) paid shall not be subject to a refund or any form of credit to the client / his / her representative.

6. TERMINATION OF THE SUPPORT CONTRACT:

R. W. M. ZEP - A.A.

6.1. This contract shall be terminated if any of the following conditions hold true:

6.1.1. The Service Provider has not met the service obligation as contained in the agreement (As specified in appendix "A").

6.1.2. Unless this Agreement is cancelled in terms of the clauses 5.1, this Agreement shall endure for the period set out in appendix "A" and any extensions or roll-overs thereof.

6.1.3. Should either party have a receiver, manager or administrator appointed over the whole or any part of its assets or business, make any composition or arrangement with its creditors, take or suffer any similar action in consequence of debt, have an order or pass a resolution for its dissolution or be placed in liquidation (whether provisionally or finally) or placed under judicial management, as the case may be, (other than for the purpose of voluntary amalgamation, reorganization or reconstruction), then the other party may cancel this Agreement forthwith on written notice.

7. If either party is in material breach of any provisions hereof, the injured party may give written notice thereof to the other party and if after an interval of [7] seven days the breach remains uncorrected to the reasonable satisfaction of the party not in breach. The party not in breach may cancel this Agreement forthwith on written notice.

8. Unless otherwise provided, cancellation of this Agreement or the provision of the Service in terms hereof will be without prejudice to any other rights or remedies of the injured party to recover any loss or damage thereby suffered from the party in breach.

9. BREACH:

9.1. In event of the Service Provider on the one hand or the client on the other ("the defaulting party") committing a breach of any of the provisions of the Agreement, then the party which is not so in breach ("the aggrieved party") shall be entitled to give the defaulting party written notice to remedy the breach.

9.2. If the defaulting party fails to comply with that notice within 7 (seven) days of receipt thereof then the aggrieved party shall be entitled to cancel this Agreement

or to claim specific performance, in either event without prejudice to the aggrieved party's right to claim damages. The foregoing is without prejudice to such other rights as the aggrieved party may have at law.

10. DOMICILIA:

10.1. The parties hereby choose domicilia citandi et executandi for all purpose under this agreement at the addresses set opposite their respective name hereunder:

10.1.1. **FOR THE SERVICE PROVIDER:**

PHYSICAL ADDRESS:

06 BOSCHENDAL AVENUE, ROYLDENE
KIMBERLEY, 8301

POSTAL ADDRESS:

PRIVATE BAG X151, SUITE NO. 020
PORT ALFRED, 6170

10.1.2. **FOR THE CLIENT:**

PHYSICAL ADDRESS

CULVERT ROAD
DE AAR, 7000

POSTAL ADDRESS

PRIVATE BAG X 1012
DE AAR, 7000

10.1.3. Any notice to any party shall be addressed to such party at its domicilium aforesaid and either sent by prepaid registered post, email or delivered by hand.

10.1.4. In case of any notice -

10.1.4.1. Sent by email , it shall be deemed to have been received, unless the contrary is proved, on the date of the successful transmission there if a business day, otherwise the next following business day;

10.1.4.2. Sent by prepaid post, it shall be deemed to have been received, unless the contrary is proved on the fourth business day after posting;

10.1.4.3. Delivered by hand it shall be deemed to have been received, unless the contrary is proved on the date of delivery, provided such date is a business or otherwise on the next following business day.

10.1.5. Any party shall be entitled, by notice to the other/s, to change it domicilium to other address in the Republic of South Africa, provided that the change shall only become effective 14 (fourteen) days after service of the notice in question.

10.1.6. For the purposes of the agreement "business day" means any day other than a Saturday, Sunday or public holiday.

11. NON-WAIVER:

11.1. Any relaxation of any of the terms of this agreement or any indulgence shown by either of the parties to the other shall in no way prejudice the rights of such party and shall not be construed as a waiver or novation thereof.

12. WHOLE AGREEMENT:

12.1. This agreement constitutes the entire contract between the parties hereto and no amendment on consensual cancellation of this agreement or any provision or terms thereof and no extension of time, waiver relaxation or suspension of any of the provisions or terms of this agreement shall be of no legal force and effect save in so far as the same be reduced to writing an signed by the parties hereto.

13. JURISDICTION:

13.1. The parties hereby consent to the jurisdiction of the Magistrate's Court in respect of all proceeding arising out of this agreement notwithstanding the amount claimed or the nature of the claim, in no way derogating thereof either of the parties shall be entitled to institute action arising out of this support contract in any other court of competent jurisdiction.

14. CESSION AND ASSIGNMENT

14.1. It is specifically recorded that the client grants the service provider the absolute right to cede and assign any payment due to the service provider to a resisted credit provider.

14.2. The client hereby agrees and undertakes to do all things necessary and sign all required documents to give force and effect to the aforesaid cession.

15. MAINTENACE

It is specifically recorded that the service provider's liability for maintenance will be limited as set out in appendix "C".

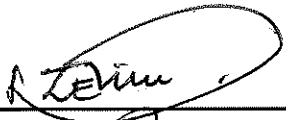
16. WATER PROVISION


It is specifically recorded that the service provider has no responsibility for the provision of water to the houses where the geysers are to installed.

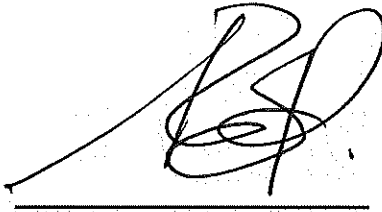
SIGNED AT DE AAR ON THIS THE 04TH DAY OF JANUARY 2017

In the presence of the undersigned witnesses.

WITNESSES

1. 

2. 




For PIXLEY Ka SEME
DISTRICT MUNICIPALITY

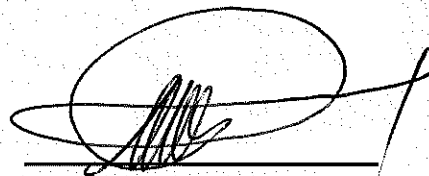
SIGNED AT DE AAR ON THIS THE 04TH DAY OF JANUARY 2017

In the presence of the undersigned witnesses.

WITNESSES

1. 

2. _____



For VAXIPRO (PTY) LTD