



STANDARD SERVICE TERMS AND CONDITIONS

Governing the relationship between:

GENESIS PAVING CAPE TOWN (PTY) LTD

(REG. NO.: 2015/119700/07)

A Private Company duly incorporated in accordance with the prevailing
Company Laws of the Republic of South Africa

and

THE CLIENT

(as defined in Item 1 of the Project Particulars)

*Revision 8
Effective from 1 September 2016*



PART A: GENERAL PROVISIONS

1. INTERPRETATION

- 1.1. In these Terms, unless expressly otherwise specified or the context indicates a clear contrary intention, –
 - 1.1.1. An expression which denotes any gender includes the opposite and neutral gender, and a natural person includes an artificial or legal person (incorporated or unincorporated) and vice versa;
 - 1.1.2. The singular includes the plural and vice versa;
 - 1.1.3. If any provision in a definition is a substantive provision, effect shall be given to it as if it were a substantive Clause, conferring rights or imposing obligations on any party, notwithstanding that it is contained in the Definitions Clause;
 - 1.1.4. If figures are referred to in numerals and words, the words shall prevail in the event of any conflict between them.
 - 1.1.5. If any period of time is referred to in these Terms by a number of days (being either Business Days or Calendar Days), the days shall be reckoned with exclusion of the first, but inclusion of the last of such days.
 - 1.1.6. Any reference to any period of time, referred to herein, shall include any agreed renewal or extension thereof;
 - 1.1.7. Words and expressions defined in any sub-Clause shall, for the purposes of the Clauses of which that sub-Clause forms part, bear the meaning assigned to such words and expressions in that sub-Clause;
 - 1.1.8. Clause headings have been inserted for convenience only and shall not be taken into account in the interpretation hereof.
 - 1.1.9. All schedules and annexes hereto, and all documents referred to herein, as varied, deleted from or added to, from time to time, shall be deemed to be incorporated herein, as if specifically herein repeated, and shall form an integral part hereof.

2. DEFINITIONS

- 2.1. Unless inconsistent with the context, the expressions set forth below shall bear the meanings assigned to them:
 - 2.1.1. **Applicable Laws** means the laws of the Republic of South Africa (including any national and provincial statute, ordinance, by-law and/or regulation), and includes any amendments thereto, as and when such changes become effective;
 - 2.1.2. **Building Industry Holiday** shall, unless otherwise agreed to in writing, refer to the period starting annually on or about 15 December to about 14 January of the following year;
 - 2.1.3. **Business Day** means any day which is not a Saturday, Sunday, Building Industry- or Public Holiday. Unless otherwise specified, “day” and “daily” shall have corresponding meanings;
 - 2.1.4. **Business Hours** means daily from 09h00 to 17h00, South African Standard Time;
 - 2.1.5. **Calendar Day** means any day, including Saturdays, Sundays, Building Industry- or Public Holidays;
 - 2.1.6. **Calendar Month** means any one of the 12 named months of the year, from the 1st to the last Calendar Day of such month;
 - 2.1.7. **Client** means the client of Genesis Paving, as identified and described in **Item 1 of the Project Particulars**, and includes in the event of the Client being a legal entity, the Client’s Directors, members, partners, trustees, officials, managers, employees, agents, representatives or, in the event of the Client being a natural person, the Client’s Family members, tenants, co-occupants, employees, representatives and any other persons attending or residing on the Premises at the invitation or request of the Client;
 - 2.1.8. **CPA** means the Consumer Protection Act, 68 of 2008, its Regulations and such ministerial determinations as applicable from time to time;
 - 2.1.9. **Estimated Working Days To Practical Completion** means the number of working days specified as the intended period of time required in **Item 3 of the Project Particulars**, duly adjusted in consequence of any delay in commencement, suspension of works and/or delays during execution of the Works, as herein envisaged;
 - 2.1.10. **Genesis Paving** means Genesis Paving Cape Town (Pty) Ltd, a South African private company, duly registered, with registration number 2015/119700/07 and principal place of business at 9 Cinsaut, Sultana Road, Sonkring, Brackenfell, Cape Town, Western Cape, 7560, as identified in the **Project Particulars**, and includes such company’s Directors, employees, agents or nominated representatives;
 - 2.1.11. **Installation Standards** means the standards set out in **Part B** hereof.
 - 2.1.12. **Intended Start Date** means the date upon which the Works are intended to commence, as stipulated in **Item 3 of the Project Particulars**, duly adjusted in consequence of any delay, suspension of works and/or supplier shortages, as herein envisaged;
 - 2.1.13. **Month** means a period calculated from a particular Calendar day in one Calendar Month to the Calendar Day before the Calendar Day numerically corresponding to it, in the following Calendar Month;
 - 2.1.14. **Parties** means the Parties bound hereto, being Genesis Paving and the Client, as herein defined.
 - 2.1.15. **Paver** means a single unit of product installed as part of a paving installation, regardless of type, size, shape, or composition.
 - 2.1.16. **Premises** means the property (or any relevant part thereof) situated either at the physical address referred to in **Item 1 of the Project Particulars** or, if provided by the Client, the Site Address, as referred to in **Item 2 of the Project Particulars**, including all permanent structures, features, attachments and annexures thereto.
 - 2.1.17. **Practical Completion** means the point in time where the Works have been completed according to the Project Particulars and Site Standards, the Premises has been cleared of all rubble, building debris (generated or produced by, or in connection with the Works), as well as all excess or surplus materials, and the Client has been so informed by Genesis Paving that this has been done;
 - 2.1.18. **Project Particulars** means collectively the document titled “Quotation and Project Particulars”, the contents thereof and all schedules thereto;
 - 2.1.19. **Public Holiday** means any day listed in Schedule 1 of the Public Holidays Act 36 of 1994, as amended, substituted or replaced; it being understood that when any Public Holiday falls on a Sunday, the following Monday shall be deemed to be a Public Holiday;
 - 2.1.20. **Satisfactory Completion** means the point in time after Practical Completion, where the parties have jointly identified and agreed to such material defects, or causes of complaint (if any), and such have been reasonably addressed or rectified by Genesis Paving;



- 2.121. **Terms** shall refer to the terms and conditions as set out herein, as well as the terms incorporated herein by reference, contained in the Project Particulars, as properly and validly amended, supplemented, modified or otherwise varied, from time to time;
- 2.122. **VO (Variation Order)** means any instruction, request to change anything described in the Project Particulars;
- 2.123. **Warranty** means the workmanship warranty as offered by Genesis Paving and stipulated in **Item 3 of the Project Particulars**; it does not cover products and materials;
- 2.124. **Works** means the excavation, construction, alteration, landscaping, paving, edging, related and similar work, as specified in **Item 3 of the Project Particulars** and any drawings created by Genesis Paving attached thereto;
- 2.125. **Writing** means a signed "Site Instruction From Client" form, an email to all relevant parties with proof of delivery, or a text message to all relevant parties and a proof of its delivery to all parties.

3. SUSPENSIVE CONDITIONS

- 3.1. Notwithstanding anything to the contrary elsewhere contained herein, no agreement shall exist between the Parties, either on the terms and conditions stated herein, or at all, until such time as the Client has accepted the **Project Particulars** by Genesis Paving in respect of the Works therein recorded, and has returned a copy of the fully completed and signed **Project Particulars** to Genesis Paving, or if applicable, has provided Genesis Paving with an official Purchase Order detailing the content of the **Project Particulars**.

4. GENERAL PROVISIONS

- 4.1. Should two or more persons sign the Project Particulars as Clients, the said persons shall be jointly and severally liable *in solidum* for the due performance of the Client's obligations in terms hereof, as the case may be.
- 4.2. The completion of the Works, expiry or termination of the agreement between the parties does not affect such of the provisions which, of necessity, must continue to apply after such completion, expiration or termination.
- 4.3. Neither Party shall be entitled to transfer, cede or assign the agreement, nor any rights or obligations acquired in terms hereof, unless so provided for in these Terms, without the express prior written consent of the other Party.
- 4.4. The parties agree that these Terms shall, in no way, constitute a credit agreement, transaction or facility, as contemplated in the National Credit Act, 34 of 2005, as no facilities are granted, no payments are made on behalf of the Client, and no due payments by the Client are deferred.
 - 44.1. The Project Price has been divided into separate payments as specified in **Item 4 of the Project Particulars** in order to ensure that Genesis Paving receives adequate payment at certain stages, and the client is capable of making such payments, as and when they become due.
- 4.5. These terms shall, insofar as the Consumer Protection Act, 68 of 2008 may be applicable to the Client as consumer, or the Works as product or service provided or delivered, be interpreted to give effect to the provisions of the said Act.
 - 45.1. Nothing contained in these Terms is intended to prevent the Client from exercising any rights that the Client may have under the said Act.
 - 45.2. Further, any Warranty or Guarantee issued in accordance with these Terms, shall be in addition to (but shall run concurrently with) the implied warranty of quality as envisaged in Section 56 of the Act, insofar as the Act is applicable to the Client or the Works.

5. SUPPLEMENTARY DOCUMENTS

- 5.1. The **Site Drawing/Layout Sketch** (if required, completed and signed by both Parties) is the final agreed drawing of the scope of the Works and forms an integral part of these Terms.
- 5.2. In the event of any material inconsistency or contradiction between the description or scope of the Works specified in **Item 3 of the Project Particulars** and the depiction of the Works as indicated on the **Site Drawing/Layout Sketch**, then the **Project Particulars** shall have preference over any inconsistency or contradiction contained in the **Site Drawing/Layout Sketch**.

6. CLIENT LIAISON AND COMMUNICATIONS

- 6.1. Unless otherwise informed in writing by the Client (or the authorized representative of the Client acting as signatory to the Project Particulars, in the event of the Client being a legal entity), Genesis Paving shall only liaise with the Client (or its authorised representative) in respect of all matters arising from or in connection with the Works.
- 6.2. Should the Client require that Genesis Paving liaise with a different person, the Client shall provide Genesis Paving with written authorisation confirming that such authorisation has been given and the written authorisation given to Genesis Paving must include the authorised person's name, ID number, telephone number and email address. Once so provided, Genesis Paving shall regard the Client's liaison as duly authorized to represent the Client as the Client's agent herein and shall henceforth only accept and carry out instruction from this person.
- 6.3. In the event where the Client instructs another person, in writing or verbally, such as a colleague, friend, family member, employee etc to engage directly with Genesis Paving regarding the Works being carried out, Genesis Paving will not be responsible for any repercussions, or discrepancies with the original Works as described in the Project Particulars, as a result of taking and carrying out these requests/instructions.
- 6.4. In the event where Genesis Paving is placed in the position where the Client expects Genesis Paving to take instruction from another person regarding the Works being carried out, even if the request has not been put in writing as stipulated 6.1, Genesis Paving will not be responsible for any repercussions following from carrying out such instructions and/or requests regardless of the nature of the repercussions; for example compromising the structural integrity, durability, aesthetic appeal, the final design/layout of the Works, or the final costs of the Works.
- 6.5. Genesis Paving reserves the right to amend the total Project Amount due by the Client as a result of further costs arising from executing instructions/requests from another person as stipulated in 6.4. All payment in terms of this clause shall become due and payable on demand.
- 6.6. Should the outcome of the Work carried out on instruction/request from another person not be to the Client's satisfaction Client will be liable for additional costs to re-do any work. All payment in terms of this clause shall become due and payable on demand.
- 6.7. Under no circumstances will the Client, or its agent, communicate directly with a Genesis Paving Team Leader or members of an installation team, or any of Genesis Paving's suppliers, without prior written agreement by Genesis Paving.
- 6.8. Under no circumstances will the Client, or its agent, meet with a Genesis Paving supplier, without a duly authorized Genesis

Paving representative present, or without the prior written consent by Genesis Paving.

- 6.9. All communications by the Client, must occur only as between the Client, the agent, and Genesis Paving's Representative as indicated by Genesis Paving at the start of the project. The Genesis Paving Representative could be the signatory to the Project Particulars, or the Site Foreman, or the Construction Manager, or the Project Manager or the Genesis Paving Office Manager.

7. THE PREMISES

- 7.1. The Client warrants that the Client is the registered owner of the Premises, alternatively is lawfully entitled to engage the services of Genesis Paving for the intended Works and to give such consents and permissions as may further be required herein, in respect of the use of tools, equipment, machinery and apparatus at the Premises.
- 7.2. The Client Shall be responsible to obtain all necessary consents and approvals for the execution of the Works, including but not limited to: written consent from the property owner(s) (in the event of the Premises not being the sole property of the Client, Body Corporate, Homeowners Association, Estate Management or body having custody of the Premises, local authority, township or other statutory body concerned, to pave across sidewalks and hoarding permits for the storage on the sidewalk of materials and waste resulting from the execution of the Works.
- 7.3. The Client shall give to, or alternatively ensure that Genesis Paving has exclusive, continuous and unrestricted access to the Premises at all reasonable times on the Intended Start Date, and for the duration of the Works. In the absence of the Client waiving any future claims against Genesis Paving for damage caused to the Works, Genesis Paving reserves the right to refuse commencing, continuing and/or completing the Works for any period that such exclusive access is not provided by the Client.
- 7.4. Should the Client instruct Genesis Paving to carry out the Works whilst there are other contractors in or around the site, Genesis Paving will not be held responsible for any damage to the Works and all costs to repair damage, or re-do the work, will be invoiced to the Client and become due and payable on demand.
- 7.5. The Client shall ensure to provide Genesis Paving with all required information, access codes, access passes and contact details so as to enable continuous and unrestricted access to the Premises. In the event that the Premises is situated within an access restricted area, then the Client shall be responsible to ensure that Genesis Paving is made aware of all rules, regulations and requirements pertaining to access to the Premises, and the client will further ensure that all access cards, permits or permissions are obtained, and that Genesis Paving is placed in possession thereof prior to the Intended Start Date. Confirmation of these arrangements must be provided by the Client to Genesis Paving in writing at least 3 days prior to the Intended Start Date. Should Genesis Paving be refused or denied access due to a failure to produce any required documentation and/or permissions, then the Client shall compensate Genesis Paving for damages in respect of its travelling costs and wasted labour charges, a fixed penalty equal to 5% of the Project Price, per event.

8. INSURANCE AND RISK

- 8.1. The Client, being in possession of all materials as may, from time to time, be delivered to the Premises, shall be required to protect and safeguard such materials against loss, theft or damage (whether wilful, accidental or as a result of weather conditions in the event of damage); store the materials separately from all other materials held by the Client so that they remain readily identifiable as the property of Genesis Paving and to notify Genesis Paving in writing immediately if it becomes known to the Client that any materials have been lost, stolen or damaged.

9. INTERFERENCE

- 9.1. The Client shall not, either personally or through any third party, issue instructions to any of Genesis Paving's employees, workmen, labourers, sub-contractors, suppliers, or other persons acting on behalf of Genesis Paving, or otherwise become involved in, participate, interfere, hinder or obstruct the Works, or any of Genesis Paving's employees, workmen, labourers, sub-contractors, suppliers, or other persons acting on behalf of Genesis Paving, from performing such Works.
- 9.2. In the event that the Client acts in contravention of this Clause, then Genesis Paving shall, in addition to any other rights and remedies it may have by virtue of these Terms, be entitled to, as applicable:
- 9.2.1. A refund by the Client in respect of any fees, charges, levies, costs or expenses actually and reasonably incurred by Genesis Paving as a result or consequence of the Client's actions, and
- 9.2.2. Compensation in respect of any additional work done, exceeding the agreed upon scope of Works, at industry related prices, and
- 9.2.3. Payment in respect of all costs and expenses of additional materials, at the actual cost thereof plus 10%, and
- 9.2.4. Liquidated damages calculated at 5% of the Project Price, per Business Day, in respect of any extension or delays in the completion of the Works (during which Genesis Paving is required to maintain a presence at the Premises), per additional day that the completion of the Works is delayed as a result or consequence of the Client's actions.
- 9.3. All payments in terms of clause 9.2 shall become due and payable on demand.

10. SITE ANALYSIS INSPECTION

- 10.1. The Client acknowledges that:
- 10.1.1. Genesis Paving and the Client jointly inspected the Premises prior to the Project Particulars being accepted by the Client, in order to obtain the details as contemplated in **Item 2 of the Project Particulars**.
- 10.1.2. Although all reasonable efforts are made by Genesis Paving to inspect and evaluate the Premises on which the Works are to be undertaken, Genesis Paving cannot predict the composition of the ground, or the existence of any obstacles, including but not limited to pipes, wiring and cables, hidden from view beneath the ground surface.
- 10.1.3. Genesis Paving does not, during its Site Assessments (whether before or after the Client has accepted the Project Particulars), perform invasive testing, measuring, analysis or inspections to determine the presence of non-pickable rock, obstacles, objects or substances below visible ground level.
- 10.1.4. Genesis Paving may, however, during such site assessments, or throughout the course of the Works, make recommendations to the Client regarding certain tests, measurements or analysis to be conducted, in order to determine the presence of non-pickable rock, obstacles, objects or substances below visible ground level, and/or optimum design, layout, functionality, construction or installation methods, processes and or materials to complete the Works according to the standards required to uphold the Warranty as stipulated in the Quotation & Project Particulars.

- 10.2. The Client may elect either to, or not to have such tests, measurements or analysis performed by Genesis Paving or its subcontractor. Should the Client decline such testing, measurement or analysis as suggested, then:
- 102.1. Genesis Paving shall provide the Client with its product and layout suggestions, based on its experience and knowledge, but without reference to the intrinsic qualities of the ground or subsoil. The Client acknowledges this fact, and accepts that, as a result of said election, the end-result may not conform to the client's requirements, or may suffer a loss in functionality, stability, appearance and/or long-term structural integrity or product endurance.
- 102.2. Any subsequent testing, measurement or analysis (including additional ground works and/or other preparation required) requested by the Client, shall be charged in addition to the Project Price as stipulated in **Item 4 of the Project Particulars**.
- 102.3. Any work required, which could have been avoided if such testing, measurement or analysis had been done, will be for the Client's cost.

11. PERFORMANCE OF THE WORKS

- 11.1. Genesis Paving shall perform the Works as specified in **Item 3 and 4 of the Project Particulars**, subject to the further terms and conditions set out in the Terms.
- 11.2. The Works shall be completed strictly in accordance with generally accepted industry methods, practices and processes, and to prevailing industry standards, with specific reference to the Site Details.
- 11.3. Whilst construction and quality control supervision over the Works may not be constant throughout the duration of the project, Genesis Paving shall ensure adequate supervision and regular quality inspections during the course and duration of the Works.
- 11.4. The Client acknowledges that the work done by Genesis Paving is construction work and that means that product and materials will be delivered to the site and need to be placed on the pavement and/or inside the client's property.
- 114.1. The Client accepts that product and material will be moved across the site and whilst all care will be taken when moving the product and materials Genesis Paving cannot be held responsible for any damage as a result of moving product and material from one point to another on the site.
- 114.2. Genesis Paving undertakes to upon completion of the work, rake the area(s) where product and materials were kept, but cannot be responsible for the condition of the soil, grass, plants, or other surface underneath it.
- 11.5. The Client acknowledges the risk of carrying out the Works in terms of any potential damage to sub-surface (underground) pipes, electrical cables, fibre ducts, irrigation systems and the like.
- 115.1. Whilst Genesis Paving takes every care when uplifting surfaces, scarifying and excavating as the case may be in the process of carrying out the Works, Genesis Paving does not accept any liability for any inconvenience caused as a result of any damage to sub-surface (underground) pipes, electrical cables, fibre ducts, irrigation systems and the like.
- 115.2. Whilst Genesis Paving will arrange, where possible and unless otherwise stipulated by the Client, for the repair of any damage as described in 11.5, the costs of those repairs will become payable directly to the service provider by the Client.
- 11.6. The Client acknowledges that in order for Genesis Paving to carry out the work tools, equipment and machinery, that is noisy and creates dust, will be used.
- 116.1. Whilst every care will be taken by Genesis Paving to minimize the inconvenience of this the Client acknowledges that dust cannot be avoided and that the completed Works, plants, windows, gates and the like, might still have some dust left on it upon completion of the project.
- 11.7. In carrying out the work Genesis Paving requires free access into and out of the property, including that entrance gates are kept open for wheelbarrows and vehicles to move through.
- 117.1. The Client acknowledges that Genesis Paving cannot be held liable for any risk associated with this requirement.

12. VARIATIONS TO THE SCOPE OF WORKS

- 12.1. Any variation to the Works, or any aspect thereof as recorded in the Project Particulars, shall only become binding on the Parties once the scope and payment terms in respect thereof have been agreed to recorded in writing and a copy completed in full and signed by the Client is received by Genesis Paving, or the first payment as described in **Item 5 of the Project Particulars** has been paid; whichever event occurs first.
- 12.2. All VOs are payable in full upfront and will only be carried out upon receipt of a proof of payment.
- 12.3. In the event that VOs are urgent and are given verbally by the Client, or another person as stipulated in 6.4, Genesis Paving will carry out such verbal VOs in good faith and all costs associated with the VOs shall become due and payable on demand.
- 12.4. In the event that it becomes clear to Genesis Paving that the type of services, products, materials and quantities of each, referred to in **Item 3 and Item 4 of the Project Particulars** have been underestimated, or is not suitable for the purpose it is required, due to bona fide error, or other justifiable grounds, and that such services, product, or materials and the quantities of each must be changed and/or increased, then such adjustments to the services, product, or materials and the quantities of each shall be considered a variation of the scope of Works on the further terms agreed to in respect thereof, as envisaged in Clause 12.1 above.
- 12.5. Notwithstanding the aforesaid, and in the event of the property owner, relevant local authority, township or other statutory body or the Client, at any time or for any reason whether before, during or after the construction of the Works, requiring any alteration, variation or amendment to the Works, then the reasonable cost and charges of complying with such request (calculated with reference to industry standards and work already quoted for and accepted by the Client) shall be borne and paid for by the Client on demand.
- 12.6. Genesis Paving reserves the right to reconcile all measurements and quantities as stipulated in **Item 4 of the Project Particulars** upon completion of the Works. All additional costs required to successfully carry out and complete the installation as per the Project Particulars and all variations thereto will be for the Client's cost and, where applicable, will be added to the final amount due.
- 12.7. The Client will be supplied with the services, product and materials as described in Item 3 and Item 4 of the Project Particulars.
- 12.8. The Client agrees that should he change his mind about the product once it has been procured and/or delivered to the site; the Client will be liable for a 15% handling fee as a Variation Order to exchange the product.

13. USE OF TOOLS, EQUIPMENT, MACHINERY AND APPARATUS

- 13.1. The Client acknowledges that, in order to complete the Works, Genesis Paving will of necessity, at times, use heavy duty equipment and machinery at the Premises. The Client accepts the risks concerning damage or injury caused by the use of such tools, equipment, machinery

and apparatus, and hereby consents thereto accordingly.

- 13.2. Genesis Paving undertakes to ensure that the use of any heavy duty or dangerous tools, equipment, machinery and apparatus, shall be undertaken in a responsible manner, with due regard to the immediate vicinity.
- 13.3. The Client acknowledges that Genesis Paving may utilise Remotely Piloted Aircraft Systems (RPAS's) at or about the Premises, either in connection with initial site analysis and evaluation, obtaining measurements, remote site monitoring, (video) photographing and/or any similar or related purpose.
 - 13.3.1. Genesis Paving shall operate such RPAS's in accordance with the provisions of the Civil Aviation Act, 13 of 2009, and regulations thereto, shall abide by all safety measures stipulated therein, and shall abide by any and all restrictions imposed by Applicable Law on the use and operation of UAV's within the applicable airspace.
 - 13.3.2. Should the Client not inform Genesis Paving of the Client's objection to such use of RPAS's, in writing, then and until such time as the Client's objection is received by Genesis Paving, then these Terms shall constitute written consent thereto by the Client.

14. OWNERSHIP OF MATERIALS

- 14.1. Genesis Paving shall, at all relevant times, have and retain sole and exclusive ownership of all products and materials provided in the execution of the Works, including all excess or surplus product and materials, and shall be entitled to remove same from the Premises at any time prior to, during and subsequent to Practical Completion of the Works, as its sole and exclusive property.
- 14.2. Notwithstanding the aforesaid, the Client shall, upon full payment to Genesis Paving of the Project Price, together with any other amounts due in respect of the Works in accordance with these Terms or Applicable Law, become the owner of all materials installed during the Works.
- 14.3. The Client shall not become the owner of any unused excess or surplus materials.

15. COMMENCEMENT, DURATION AND COMPLETION OF THE WORKS

- 15.1. Subject to the terms hereof, and unless the Parties expressly agree otherwise in writing, Genesis Paving shall commence with the Works on the Intended Start Date.
- 15.2. Notwithstanding the aforesaid, Genesis Paving shall not be obliged to commence with the Works until all of the following conditions have been met by the Client, as applicable:
 - 15.2.1. The Client has made payment of, and Genesis Paving has duly received the first instalment as specified and referred to in **Item 5 of the Project Particulars**;
 - 15.2.2. Suretyship(s) have been given for the due fulfilment of the Client's obligations, to Genesis Paving's satisfaction;
 - 15.2.3. Finance has been approved and payment secured in writing to the satisfaction of Genesis Paving;
 - 15.2.4. All necessary approvals, consents, permissions, permits or other authorisations required under Applicable Laws has been obtained by the Client;
 - 15.2.5. The premises (if pending transfer) has been registered in the name of the Client (unless written consent to the Works proceeding, has been given to the Client by the property owner);
 - 15.2.6. Adequate and unrestricted water, electricity and bathroom facilities are available at the Premises, at no charge to Genesis Paving;
 - 15.2.7. The Site can be handed over exclusively to Genesis Paving without any other Contractors working on the site;
 - 15.2.8. Product and materials are readily available and can be delivered as required;
 - 15.2.9. All the required information has been given and provisos have been met as described in 7.5 and
 - 15.2.10. None of the circumstances as described in section 17 become present.
- 15.3. Works may proceed over weekends and Public Holidays, at the discretion of Genesis Paving, subject to prior arrangement being made with the Client no less than 24 hours before such weekend or Public Holiday.
- 15.4. Subject to the Terms hereof, and unless the Parties expressly agree otherwise in writing, Genesis Paving shall complete the Works in the estimated time period as described in **Item 3 of the Project Particulars**.

16. SUSPENSION OF THE WORKS

- 16.1. Genesis Paving shall be permitted to postpone or suspend the Works, or any aspect thereof, for any period in which, in its professional opinion,
 - 16.1.1. The weather conditions are not suitable for the type of work required to be carried out;
 - 16.1.2. The Premises, or any portion thereof, is not safe for the Works to be undertaken;
 - 16.1.3. Other construction or similar activities by third parties are in progress at the Premises;
 - 16.1.4. Any material and adverse obstacle, or factor outside of Genesis Paving's control, (such as the discovery of non-pickable rock or similar substances below visible ground level) exists,
 - 16.1.5. Interference by the Client or any third party is causing material difficulties or obstructions to the execution of the Works;
 - 16.1.6. The Client has indicated dissatisfaction with the work.
- 16.2. The suspension of Works contemplated above, shall only be permitted in the event that Genesis Paving informs the client of the existence of any situation or condition contemplated in clause 16.1, and such suspension shall lapse upon the client informing Genesis Paving of the removal of such condition or situation as stipulated in 16.1.2; 16.1.3; 16.1.4; 16.1.5 and 16.1.6.
- 16.3. The parties undertake that they will, in such circumstances, act in good faith towards each other, and will cooperate with each other insofar as may reasonably be required to either resolve the situation or condition, in the failure of which, to renegotiate the scope and terms of the Works.

17. SHORTAGES AND DELAYS

- 17.1. Genesis Paving may, at times, due to no fault of its own, suffer difficulties or delays in sourcing materials as indicated in **Items 3 and 4 of the Project Particulars**, or as subsequently requested by the Client from suppliers.
- 17.2. In the event of any specific and specified product or material set out in the Quotation and Project Particulars, or subsequently requested by the Client becoming unavailable, or in short supply, and such circumstances affect, or are anticipated to affect Genesis Paving's ability to perform, Genesis Paving shall, as soon as practically possible, inform the Client of such short supply, delay or unavailability.
- 17.3. The Parties shall jointly, based on Genesis Paving's advice, revise the Intended Start Date and/or Estimated Days To Completion accordingly,

provided that:

- 173.1. Genesis Paving shall be entitled to a fair and reasonable extension of time for the Intended Start and/or Estimated Days To Completion for Practical Completion of the Works;
- 173.2. Should the Client require the Works to commence/recommence on a date exceeding 14 Calendar Days from the date upon which the delay, shortage or unavailability has ceased, then Genesis shall be permitted to apply a surcharge in respect of industry related increases in costs of materials, labour and expenses directly relating to the Works;
- 174. The Client shall not, for any reason contemplated in this Clause, have any claim or remedy against Genesis Paving, whether for damages, breach, termination or otherwise.

18. PRACTICAL AND SATISFACTORY COMPLETION

- 18.1. Practical Completion of the Works as specified in **Item 5 of the Project Particulars**, is the point in time where the Works as specified in **Item 3 and Item 4 of the Project Particulars as well as all approved VOs** have been carried out; the site has been cleared of refuse and rubble generated by Genesis Paving in carrying out the Works, the rubble has been placed in the designated for removal and the Client has been informed by Genesis Paving that the project has reached Practical Completion.
 - 18.1.1. Genesis Paving and the Client, or a 3rd party appointed by the Client and this has been communicated to Genesis Paving in writing, shall meet upon Genesis Paving notifying the Client of the Works reaching Practical Completion, or as soon as possible thereafter, but no longer than within 48 hours thereafter, to jointly inspect the completed Works.
 - 18.1.2. During said inspection, the parties will jointly identify and agree to any reasonable material defects, or causes of complaint (if any), and will make such practical arrangements as may further be required for Genesis Paving to remedy any such defects as agreed to, within a reasonable and mutually agreeable period (considering the scope of the Works and the extent of any such defects identified), but no longer than within 5 business days after the joint inspection.
 - 18.1.3. Client acknowledges that only a written record forwarded to Genesis Paving within 24 hours of the joint inspection, of the mutually agreed-to defects, or causes of complaint (if any) will become binding upon Genesis Paving to remedy.
 - 18.1.4. In the event where Genesis Paving does not receive the written record as stipulated in 18.1.3 and proceeds to carry out in good faith the verbally agreed-to defects, or causes of complaint (if any) as described in 18.1.2, the Client acknowledges that all material defects, or causes of complaint (if any) have been remedied and the final amount due becomes payable within 24 hours after the remedial work has been carried out.
 - 18.1.5. Should the Client not accommodate a Site Inspection within 3 days of Practical Completion it is understood that the project has reached Satisfactory Completion and the Client waives all rights to further inspections and the final amount due becomes payable immediately.
- 18.2. Satisfactory Completion is the point in time after the jointly identified and agreed-to reasonable material defects, or causes of complaint (if any), have been remedied and the final amount due becomes payable immediately.
- 18.3. The Workmanship Warranty commences only after Genesis Paving has received the Completed Sign-Off document and proof of payment of the final amount due from the Client.
- 18.4. Failure on the part of the Client to comply with the terms in clause 18 will automatically render the Workmanship Warranty null and void and no claims will be entertained.

19. PROJECT PRICE AND PAYMENT TERMS

- 19.1. The Client shall make payments to Genesis Paving in accordance with **Item 5 of the Project Particulars**. Genesis Paving shall be deemed to have earned each instalment, by its due date for payment.
- 19.2. The schedule of payments stipulated in **Item 5 of the Project Particulars**, is material and adherence thereto is essential for the due completion of the Works.
- 19.3. All payments due to Genesis Paving shall be made, free of bank charges, deduction, or fees, by either Electronic Funds Transfer (EFT) or direct bank deposit into Genesis Paving's bank account as stipulated in **Item 6 of the Project Particulars**, or such other account as Genesis Paving may in writing give notice to the Client of from time to time.
- 19.4. Proof of final payment must be sent to Genesis Paving within 24 hours following Practical Completion of the Works.
- 19.5. Where the Project Price, or any portion thereof, is to be paid on the Client's behalf by a finance company, Building Society, Bank or other financing institution or third party, the Client shall be responsible for signing all necessary documentation and providing all the required authorisation to ensure Genesis Paving receive payment within 24 hours from Practical Completion of the Works.
- 19.6. Value added tax shall be charged at the rate applicable from time to time, on all amounts contemplated in these Terms and for which the Client is responsible and/or supplies of taxable goods and/or services, referred to herein, as determined in terms of the Value Added Tax Act, Act 89 of 1991 as amended from time to time.
- 19.7. Should any amount indicated in **Item 5 of the Project Particulars** not be paid by the Client at the due date specified in respect thereof, then:
 - 19.7.1. any discounts given shall be forfeited, and
 - 19.7.2. the full and total balance of the Project Price, together with adjusted VAT and all other amounts contemplated in these Terms, shall immediately become due, owing and payable to Genesis Paving by the Client,
 - 19.7.3. the Works may, in Genesis Paving's discretion, be suspended until such time as full payment in terms of clause 19.7.2 has been received; and
 - 19.7.4. ownership and rights to the Works as described **Item 3 and 4 of the Project Particulars** vests in Genesis Paving until all payments have been made by the Client and reluctance to make such due payments may require Genesis Paving, in its discretion, to remove all products and materials installed and restore the Premises to the same condition it was in prior to the commencement of the Works.
- 19.8. Any and all payments received by Genesis Paving shall first be allocated to default interest, administration fees, legal costs and thereafter to the outstanding Project Price.

20. PROOF OF INDEBTEDNESS

- 20.1. A certificate in the form of an invoice and/or statement of account by Genesis Paving, its Financial Manager or by any professional practicing accountant engaged by Genesis Paving in keeping, maintaining and recording its financial affairs (the appointment or capacity of which need not be proven), and which certificate reflects:
- 20.1.1 the amount of the Client's indebtedness to Genesis Paving at any time, and/or
 - 20.1.2 a statement that the amount is due and payable; and/or
 - 20.1.3 any legal default interest, legal fees and costs payable and the date from which such interest, legal fees and costs are reckoned,
- shall constitute prima facie proof of any applicable rate of default interest, legal fees, costs and of the amount owing in terms hereof, or of any other fact therein stipulated, for purposes of the entry of judgment or awarding of claims, including provisional sentence, default judgment and summary judgment, the proof of claims against insolvent and deceased estates, and any similar process and intent.

21. WARRANTY

- 21.1. Genesis Paving does not guarantee any installation where re-grouting of existing paving is requested by Client. Before the work starts the Client is made aware of the high-pressure washing process required to remove existing grout and the potential consequences thereof, for example the erosion effect on the base. Genesis Paving will not be liable for any failure of the subbase where the grouting was removed and re-done, as no base work is carried out during the re-grouting process.
- 21.2. Genesis Paving shall, upon receipt of all payments due and the Completed Sign-Off document and with effect from such date, warrant its workmanship at the Premises as completed in accordance with the Project Particulars and Site Standards, to prevailing industry standards, and shall make good on any finding in contradiction with its warranty, for the period as stipulated in **Item 3 of the Project Particulars**, by remedying any patent defects, slippage or other fault which may appear, due either to inferior materials or workmanship not in accordance with the terms hereof. Genesis Paving shall attend to such remedial work within a reasonable time from receipt of the Client's notification thereof and, unless otherwise mutually agreed upon in writing, at no additional cost to the Client.
- 21.3. The above warranty shall exclude any faults, defects or damages arising or resultant from the following:
- 21.3.1 Frost after Practical Completion of the Works;
 - 21.3.2 Heavy rain after Practical Completion of the Works;
 - 21.3.3 Normal shrinking, geological disturbances, efflorescence, sub-surface water, clay type soil, settlement of the ground below the base prepared by Genesis Paving in terms of the Project Particulars;
 - 21.3.4 Infestation of ants or other insects;
 - 21.3.5 Infestation of weeds;
 - 21.3.6 Damage caused by heavy vehicles (Maximum Loaded Weight exceeding the weight specified in **Item 3 of the Project Particulars**);
 - 21.3.7 Damage caused as a result of disturbing the paving installation to carry out other construction/installation/repairs work;
 - 21.3.8 Neglect, negligence, misuse, abnormal use, incorrect or poor maintenance or after-care,
 - 21.3.9 Tampering by either the Client or any third party after Practical Completion;
 - 21.3.10 Any act or omission (whether intentional, negligent or accidental) by the Client or any third party;
 - 21.3.11 Any risk actually insured against by the Client, or insurable against in terms of homeowner's / building insurance policies normally issued by leading South African insurance companies in respect of the type of Premises;
 - 21.3.12 Normal wear and tear;
 - 21.3.13 Acts of God;
 - 21.3.14 Consequential damage from any of the aforesaid events;
- 21.4. Genesis Paving shall only become obliged to honour said warranty upon the later of the following:
- 21.4.1 Satisfactory Completion of the Works,
 - 21.4.2 Receipt of Completed Sign-Off document; and
 - 21.4.3 Full payment of all amounts due to Genesis Paving in accordance with these Terms, having been received.
- 21.5. This warranty given by Genesis Paving shall become null and void, and shall become unenforceable in the event of either the Client, or any third party performing, or attempting to perform any alteration, repair or change to the Works, or any portion thereof at any time before or after Practical Completion
- 21.6. The Warranty is given to The Client and not to the site/property where the Works were executed and the Warranty isn't transferable.

22. MAINTENANCE AND AFTER-CARE

- 22.1. The Client is required, as after-care of any new installation of paving and/or related construction work, to:
- 22.1.1 Ensure that any new sections of paving are not driven on by any vehicle for a period of at least 3 Calendar Days after Practical Completion;
 - 22.1.2 Lightly sprinkle any new sections of paving with water daily for 4 Calendar Days after Practical Completion, ensuring that said paving is not drenched.
- 22.2. Following the aforesaid after-care, the Client is required to adequately maintain any paving forming part of the Works, by attending to (but not limited to):
- 22.2.1 Sweep clean and hose down any new paving at least once a month, provided that for dry grout installations, hosing should not be done by high-pressure washers, or ordinary hosepipes fitted with a high-pressure nozzle/fitting. Further, the hose/nozzle/outlet point should be held at a distance of no less than 50cm from the surface of the paving and should not be aimed at the grouting.
 - 22.2.2 Regularly clearing and removing any weeds or vegetation that may be found growing between the pavers to prevent said weeds and vegetation from flourishing, and applying weed killer to the affected area(s);
 - 22.2.3 Maintaining any lawn bordering on paved sections, ensuring that the lawn is trimmed to the edge of the border brick at all times;
 - 22.2.4 Regularly inspecting paved sections for ants, or other insects nesting between pavers, and applying such repellents, insecticides or

poisons as may be required.

- 22.25. For dry grouting, it is recommended that the Client “tops up” the joints by lightly sweeping in dry plaster sand every two months, as wind and rain cause normal erosion.

23. DISPUTE RESOLUTION

- 23.1. Either Party may, with the written consent and agreement by the other, refer any dispute arising in connection with these Terms, the interpretation hereof, any right accruing or obligation imposed on any party, any alleged default or breach, as well as the termination hereof, or enforceability of these Terms, to any agreed upon process of Alternate Dispute Resolution, including both Mediation, and Arbitration.
- 23.2. Neither Party shall be obliged to consent to such Alternate Dispute Resolution process, nor shall any adverse inference be drawn from such refusal.
- 23.3. Both Parties agree and consent to any action or application arising out of, or in connection with these Terms, including the validity and enforceability hereof, being brought against them in any Magistrate’s Court having jurisdiction in respect of their person, and the Parties each hereby consents in accordance with Section 45 of the Magistrate’s Court Act 1944 to the jurisdiction of such Magistrate’s Court having jurisdiction over them under Section 28 thereof, notwithstanding that the amount in issue exceeds the jurisdiction of such Court.
- 23.4. Should either party take legal action to enforce any rights in terms of these Terms (excluding any Alternate Dispute Resolution processes), then the other party shall be liable to pay all such legal costs, including collection commission (if applicable) incurred by said party, on an attorney and client scale, as well as interest due on any outstanding amounts, calculated at the maximum permissible legal rate, (as per Prescribed Rate of Interest Act, 55 of 1975), calculated from date of written demand, to date of full and final payment.

24. BREACH

- 24.1. Should any party hereto default in making payment of any amount payable on due date, or should any Party default on any obligation or act in breach of any material provision of these Terms, and should such amount not be paid or default/breach not be remedied, as the case may be, within 5 Business Days of receipt of written notice by the Defaulting Party requiring of them to make such payment or to remedy such default/breach, then the innocent party shall, without prejudice to any rights it may have in terms hereof or in law, be entitled to:
- 24.1.1. Cancel the agreement with immediate effect, by giving written notice thereof to the Defaulting Party, and to claim damages, or
- 24.1.2. Claim specific performance of its obligations, with damages being claimed in the alternative.
- 24.2. The following acts each constitutes a material breach:
- 24.2.1. Failure to make payment of any amount, as and when same becomes due in terms of the agreement;
- 24.2.2. Failure to settle any civil judgment for a period of 20 (twenty) Calendar Days or longer after such judgement shall have been given, unless an application to rescind such judgment has been noted within such period and thereafter duly and timeously prosecuted to a successful end;
- 24.2.3. Making or attempting to make any offer of compromise with its creditors generally or enter into any arrangement with its creditors generally for the release from its debts to such creditors.

25. NOTICES

- 25.1. Any notice required or permitted to be given in accordance with these Terms, shall be valid and effective only if given in writing and signed by the duly authorised representative of the notifying Party and delivered via registered mail, fax, email or by hand only to the nominated physical address, postal address, fax number or email address of the receiving Party.
- 25.2. The Client’s nominated physical address, postal address, fax number and email address are as provided in **Item 1 of the Project Particulars**.
- 25.3. Genesis Paving’s nominated physical address, postal address, fax number and email address are as provided on the 1st page of the Project Particulars.
- 25.4. Unless and until the contrary is proven, any notice given by a Party to the other which is:
- 25.4.1. posted by prepaid registered post from within the Republic of South Africa to the receiving Party’s nominated postal address shall be deemed to have been received on the 10th (tenth) day after the date of posting;
- 25.4.2. transmitted by fax or email to the receiving Party’s nominated fax number or email address shall,
- 25.4.2.1. if transmitted during business hours, be deemed to have been received one hour after transmission, or
- 25.4.2.2. if transmitted after such business hours, be deemed to have been received at 10:00am on the following day.
- 25.4.3. delivered by hand during business hours at the receiving Party’s *domicilium* address shall be deemed to have been received on the day and at the time of actual delivery;
- 25.5. Any Party may at any time vary their nominated physical or postal address, fax number or email address by giving no less than 4 (four) Business Days prior written notice of the changes, to become effective on the 5th (fifth) Business Day thereafter, provided that at all times:
- 25.5.1. the physical address is a valid address located within the Republic of South Africa, and is not a post office box or *post restante*, and
- 25.5.2. the postal address is a valid address located within the Republic of South Africa, and
- 25.5.3. the fax number is a valid number terminating within the Republic of South Africa, and
- 25.5.4. the email address is a valid email address associated with an email account capable of receiving incoming emails.

26. ADDRESSES FOR SERVICE OF LEGAL PROCESSES

- 26.1. Genesis Paving chooses as *domicilium citandi et executandi* (being a physical address where such party will accept service of notices and formal legal processes arising out of these Terms, its termination or cancellation), the following physical address: 152 Honey Ridge Estate, During Road, Honeydew Ridge, 2170.
- 26.2. The Client chooses as *domicilium citandi et executandi* (being a physical address where such party will accept service of notices and formal legal processes arising out of these Terms, its termination or cancellation), the physical address as specified in **Item 1 of the Project Particulars** hereto.

27. TERMINATION

- 27.1. The agreement between the parties shall not terminate upon, or as a result of the death of the Client. The executor of the Client's deceased estate shall elect to terminate or uphold the agreement depending on the circumstances.
- 27.2. The insolvency of either Genesis Paving or the Client will not terminate the agreement. The trustee of the Client's insolvent estate may exercise the option to terminate or uphold the agreement.
- 27.3. Termination for Force Majeure, Vis Major or Acts of God:
 - 27.3.1. If commencement and/or completion of the Works is delayed, or any party is, or becomes unable to perform their obligations as a result of an event of Force Majeure, Vis Major or an Act of God, and should such delay or inability to perform endure for a continuous and uninterrupted period of 30 Calendar Days, then either party shall be entitled to terminate the agreement with immediate effect.
- 27.4. Any early cancellation or termination permitted in these Terms, save for cancellation in the event of breach, shall be valid only if notice thereof has been given to the other party in the form and method prescribed by these Terms, and shall then result in the Client becoming liable for payment to Genesis Paving only for such Works, or parts thereof, actually completed (based on prevailing industry rates), and such reasonable expenses actually incurred by Genesis Paving as part of, attributable to, or in direct furtherance of the Works, to date of such cancellation or termination. Such payment shall become due upon termination.

28. FORCE MAJEURE, VIS MAJOR & ACTS OF GOD

- 28.1. The Parties shall each, subject to Clause 28.2, be excused from any event of *force majeure*, *vis major* or Act of God, or delay or failure in the performance of their obligations including but not limited to the delayed availability and/or delivery of product and materials from suppliers, delays caused by transporters, sub-contractors, and/or 3rd parties, vehicles transporting anyone from Genesis Paving, their sub-contractors, service providers or suppliers being involved in a traffic accident, employees not able to perform their duties due to illness or compassionate leave, lack of transport and/or excessive traffic congestion, load shedding, electricity and water not being available on site, any strike, lock-out, stay-away, shortages of materials, riot, political or civil disturbance, heavy or incessant rain, other exceptionally inclement weather conditions, any variation to the scope of the Works, interference with the Genesis Paving Installation Team by the Client and/or anyone acting on behalf of the Client, or any other act and/or omission), provided that:
 - 28.1.1. such delay or failure is occasioned by a cause or event which such party could not have reasonably anticipated, prevented or overcome with the exercise of reasonable skill and care, and
 - 28.1.2. said cause or event is not resultant from the negligence or misconduct of such Party or the failure of such Party to perform its obligations hereunder.
- 28.2. A Party relying on such a cause or event, shall, if accepted or proven, be relieved from liability to the extent that such Party is not able to perform all or a material part of their obligations, as a result of said cause or event.

29. INDEMNITIES AND WAIVERS

- 29.1. The Client hereby indemnifies and holds harmless Genesis Paving against any liabilities, costs, claims, damages or expenses attracted, suffered or incurred, and waives any claim that the Client may have against Genesis Paving as a direct or indirect result of:
 - 29.1.1. The Site Analysis Inspection or soil tests not having been performed, in the event of the client electing for Genesis Paving not to perform same;
 - 29.1.2. Any irregularities, deviations, misalignments, variations, discrepancies, or any structural, design or layout faults caused or occasioned by any obstruction, gradient, flow, quality, characteristic, or a combination thereof, which would, or could reasonably have been avoided, had the tests, measurement or analysis suggested by Genesis Paving following the Site Analysis Inspection been performed, in the event of the client electing for Genesis Paving not to perform same;
 - 29.1.3. Any interference by the Client or any third party (including but not limited to any alterations to the Works of any nature, premature and/or misuse or abusive usage of the Premises);
 - 29.1.4. The disturbance, disruption, disconnection or damage (whether partial or otherwise), of any obscured, hidden and/or unforeseeable subterranean fitting, installation, container, or apparatus, including also any water, gas, electrical, telephony, internet, network or other form of communications, sewerage or any other pipes, conduits, supplies, feeds, or connections, caused by the Works,
 - 29.1.5. The Client failing to obtain all necessary consents and approvals for the execution of the Works, as envisaged in Clause 7 hereto and waives any claims against Genesis Paving that may arise from, in connection with, resultant from or incidental to any such failure, omission or election as referred to above.
 - 29.1.6. The Client hereby indemnifies and holds harmless Genesis Paving for any injury, loss or damage to property suffered by Genesis Paving, resultant of any act or omission by the Client, occupants of the Premises, including the Client's family members, employees or agents.
 - 29.1.7. Any act of negligence on the part of a sub-contractor and/or service provider engaged by Genesis Paving to carry any testing, construction or installation-related activity on the site.

30. INVALIDITY AND SEVERABILITY

- 30.1. All the terms and conditions contained herein, notwithstanding the manner in which they are grouped together or grammatically linked, are separate and severable from each other.
- 30.2. If any provision is found or held to be invalid, unlawful or unenforceable by a competent Court or Tribunal, such term will be deemed varied to the extent required to cure the invalidity, if possible. If such variation is not possible, then such term shall be severable from the remaining terms hereof.
- 30.3. The validity of all the other remaining provisions will not be affected and will continue to be valid and enforceable.

31. RELAXATION

No latitude, extension of time or other indulgence which may be given or allowed by any party to any other party/s in respect of the performance of any obligation hereunder or the enforcement of any right arising from these Terms, and no single or partial exercise of any right by any party/s shall under any circumstances be construed to be an implied consent by such party or operate as a waiver or a novation of, or otherwise affect any of such party's rights in terms of or arising from these Terms, or stop such party from enforcing, at any time and without notice, strict and punctual

compliance with each and every provision or term hereof.

32. ENTIRE AGREEMENT

- 32.1. These Terms (Parts A and B) as supplemented by the Project Particulars constitute the entire agreement between the parties regarding the subject matter hereof and no other terms, representations or warranties between the parties other than those set out herein are binding on the parties.
- 32.2. No addition to, variation, consensual cancellation or novation of these Terms, and no waiver of any right arising from these Terms or its breach or termination shall be of any force or effect unless recorded in a written document and signed by or on behalf both Parties. For purposes hereof, "in writing" shall not include any written document that is in the form, either wholly or partially, of a data message as defined in the Electronic Communications and Transactions Act 25 of 2002, and "signed" shall not include an electronic signature, mark or identification, but shall refer to a signature, mark or identification made in pen by hand.

PART B: – INSTALLATION STANDARDS FOR PAVING

33. PREPARATION, PACKING AND COMPACTION FOR ALL TYPES OF PAVERS AND JOINTS

- 33.1. Genesis Paving undertakes to carry out the Works in the manner described hereunder and to furnish all materials, equipment and labour in connection therewith, subject to the remaining provisions herein contained.
- 33.2. The area in which the paving is to be installed, will be scarified (loosened) to the requirements of the specific installation. The soil will then be stabilised (if necessary) with a suitable agent, and will thereafter be graded to achieve what, in the absence of specific agreement, in the opinion of Genesis Paving constitutes the best obtainable falls for drainage, having regard to existing ground conditions and paving tolerances as specified below.
- 33.3. The area to be paved will be watered to its optimum moisture content and then compacted with a vibrating roller or plate compactor, or similar technique, whichever Genesis Paving deems most appropriate. This will ensure a base of sufficient strength to support the type of loading on the paving up to the Maximum Loaded Weight as specified in **Item 3 of the Project Particulars**.
- 33.4. Screeding will be carried out as follows:
 - 33.4.1. clay and concrete pavers a maximum screeding thickness of 30mm
 - 33.4.2. interlocking pavers a maximum screeding thickness of 50mm
 - 33.4.3. random cobble pavers a maximum screeding thickness of 40mm
- 33.5. The selected pavers, as per **Item 3 of the Project Particulars**, will be packed on the sand surface in the pattern shown on the applicable Site Drawing/Layout Sketch, if this has been created, or as was communicated verbally by the Genesis Paving representative.
- 33.6. Where practical, the paving will have a minimum of 2% (two per centum) fall.
- 33.7. Where the pattern involves continuous straight lines and vertical lines, deflections off line will not exceed 12mm, measured over a distance of 3 000mm.
- 33.8. Where the pattern is circular, no warranty is given on the positioning of any radial joint in relation to any other radial joint.
- 33.9. Variations in the pavers will not exceed 12mm for clay, cement and simulated stone paver and 15mm for random cobble pavers over a distance of 3 000mm except where the variations form part of a change in grade.
- 33.10. Clay and concrete bricks will be compacted prior to grouting by passing a plate compactor or similar machine over the surface, or using a similar technique, to compact adequately.
- 33.11. Interlocking bricks and blocks will be compacted a second time after completion of grouting.
- 33.12. Where circumstances require less than whole pavers to be laid in order to finish off a section of paving, such as along the edges, the pavers will be cut by a cutting matching, angle grinder or bolster. The degree of accuracy with which these portions of pavers will fit the cavities for which they are intended, is not guaranteed.
- 33.13. Pavers for borders need not be full pavers.

34. JOINTING

- 34.1. **Butt Jointed – the following provisions apply:**
 - 34.1.1. The minimum width of any radial joint shall be 5mm and the maximum width 50mm, except where the radius of the circular pattern is less than 250mm. In such event, only half paver portions shall be cut to form the inner courses, and no warranty can be given as to the maximum size of the joint. Such joints will be filled with untinted cement mortar.
 - 34.1.2. Except as set out above, gaps in the paving will not exceed 10 mm, except where such variations form part of a change in grade.
 - 34.1.3. Cavities of 50mm or less in width be filled with mortar only.
 - 34.1.4. Gaps (joints) will be filled by sweeping dry sand over the pavers and cleaning off the excess. No guarantee can be given that gaps of less than 2mm will be filled.
 - 34.1.5. All unretained edges shall be suitably retained by a concrete edging strip or a light duty precast concrete kerb.
 - 34.1.6. Where circumstances require less than whole pavers to be laid in order to finish off a section of paving, such as along the edges, the pavers will be cut by a cutting matching, angle grinder or bolster. The degree of accuracy with which these portions of pavers will fit the cavities for which they are intended, is not guaranteed.
 - 34.1.7. Pavers used for borders need not be full pavers.
- 34.2. **Open Jointed – the following provisions apply:**
 - 34.2.1. The minimum width of any radial joint shall be 5mm and the maximum width 50mm, except where the radius of the circular pattern is less than 250mm. In such event, only half paver portions shall be cut to form the inner courses, and no warranty can be given as to the maximum size of the joint. Such joints will be filled with untinted cement mortar.
 - 34.2.2. Except as set out above, gaps in the paving will not exceed 20 mm, except where such variations form part of a change in grade.
 - 34.2.3. Gaps between the pavers will be filled with a wet mixture of river, plaster or crusher sand and cement.

- 34.24. Depressions will not exceed 6mm from the top of the paver to the top of the cement mortar.
- 34.25. Cement stain will not exceed seven and a half percent of the total area and any such staining may not be concentrated in one area, which regardless of the dimensions of one single paver, makes up a 1 sqm area of adjoining pavers.
- 34.26. Where the pattern is circular, or along curved edges and the radius is less than 500mm, the gaps in the joint may increase to a maximum of 50mm.
- 34.27. In the case of wet cast pavers, due to the manufacturing process, texture and patterns in the paver and height variations between the pavers will exist but will not exceed 5mm.

34.3. Random Cobble – the following provisions apply:

- 34.3.1. The pavers which may comprise whole or portions of pavers will be laid in a series of circles. As the material is brick waste, the joints between the pavers need not be regular but the gaps will not exceed 70mm and the joint between each row of pavers will not exceed 20mm. The provisions of this paragraph as applied to joints will not apply to the centre of each circle over a diameter of 30mm, where the joints may exceed the stated tolerances.
- 34.3.2. The gaps between the pavers will be filled with a wet mixture of sand and cement.
- 34.3.3. The maximum depression of the joints must not exceed 12 mm when measured from the top of any paver to the surface of the grout.

35. ADDITIONAL SERVICES

- 35.1. Genesis paving will only apply weed killer if specifically requested to do so, and then at a cost to be agreed upon. Genesis Paving does not hold itself out as an expert in this field and will not be responsible for any damage caused by the application of weed killer at the Client's request. Genesis Paving further gives no warranty with regard to the effectiveness or otherwise of the weed killer.

36. CONSTRUCTION OF SWIMMING POOL PAVING SURROUNDS AND / OR POOL COPING

Genesis Paving shall perform such swimming pool paving and/or pool coping as per the Project Particulars and Site Drawing, subject to the following:

- 36.1. Pool coping will be installed with reference to any pre-existing structures, dimensions, layout and décor of the pool, as is. No alterations to the dimensions of the pool, or any associated structures will be undertaken, unless specifically agreed to and recorded in the scope of the works.
- 36.2. Due to the high risk of damage to the pool walls, mosaic tiles and existing coping during this process, Genesis Paving will only undertake such work on the basis that, whilst all reasonable care is taken to avoid damage to the existing structures, Genesis Paving shall not accept any liability for any unavoidable resultant or incidental damage to any tiles, fiberglass or marbelite surfaces during the restoration/renovation process.
- 36.3. Genesis Paving shall further take reasonable care to reduce deposits of building debris into the pool, to a minimum. The Client is, however, required to ensure that all debris is removed from the pool floor before restarting the pool pump, to ensure that no damage is caused to the pump or filtration system.
- 36.4. Genesis Paving will not be held liable for any damage to the pool, water, pool pump or any other pool equipment as a result of the Works being carried out over an extended period of time during which such equipment is required to be switched off/not used.

37. KNOWN PRODUCT DEFECTS/ISSUES AND INHERENT RISKS IN THE PROCESS

- 37.1. It is accepted and standard in the industry that cement staining is inevitable due to cement wash grouting, sponge grouting, or polymeric grouting of pavers, but it is not expected that it will exceed seven and a half percent of the total area and any such staining may not be concentrated in one area, which regardless of the dimensions of one single brick, makes up a 1 sqm area of adjoining bricks.
- 37.2. The colour of sample pavers or colour of the pavers in a brochure will possibly vary from the paver supplied. Further, the colour of the same type of paver may vary across batches. There may also be slight markings in the pavers. All of these possibilities may come about from sand moisture, sand colour, different types of cement, and general manufacturing variables in raw materials.
- 37.3. Due to the methods of handling the pavers, it is very likely that pavers will become slightly chipped around the edges. Chipped edges and corners up to 10mm in diameter for paving bricks and slabs, are regarded as acceptable in the industry.
- 37.4. Due to the nature of the products and installation service provided by Genesis Paving, certain risks of loss and damage do exist, which cannot with particularity or certainty be established beforehand. Whilst Genesis Paving takes all reasonable and expected precautions to avoid such damages to the Client's property, the Client accepts that inherently unavoidable damage is associated with the products and services requested, that such damages may occur, and accepts that, in such circumstances, Genesis Paving shall not be held liable.