

STANDARD HIRE, ERECTION and DISMANTLING for SCAFFOLDING WORKS AGREEMENT

1. The Customer agrees that (a) this Agreement represents the entire Agreement between the Customer and the legal entity as referred to on the Hire Contract / Delivery Note and / or Tax Invoice and / or Credit Application and / or Cash Customer Information and Suretyship (hereinafter called Talisman) and that no alterations or additions to this Agreement may be effected unless agreed to by both parties, reduced to writing and signed by the Customer and a duly authorised representative of Talisman; (b) this Agreement will govern all future contractual relationships between the parties; (c) this Agreement is applicable to all existing debts and future debts between the parties; (d) this Agreement is final and binding and is not subject to any suspensive or resolutive terms or conditions; (e) any conflicting conditions stipulated by the Customer are expressly excluded; (f) these terms supersede all previous conditions of Agreement without prejudice to any securities or guarantees held by Talisman and (g) these terms apply to all subcontractors, agents and servants of Talisman.

2.1 This Agreement only becomes final and binding on receipt and acceptance of this offer by Talisman at its business address as referred to on the Hire Contract / Delivery Note and / or Tax Invoice and / or Credit Application and / or Cash Customer Information and Suretyship.

2.2 Any order only becomes final and binding on receipt and acceptance of such order by Talisman at its business address per clause 2.1.

3. The signatory hereby binds himself / herself in his / her personal capacity as Shareholder (in the case of a company), Member (in the case of a close corporation) or Owner or Partner as surety and co-principal debtor jointly and severally for the full amount due to Talisman and agrees that these Standard Conditions will apply in the exact same way to him / her.

4. The Customer acknowledges that it does not rely on any representations made by Talisman in regard to the equipment and services or any of its qualities leading up to this Agreement other than those contained in this Agreement and is aware of the proper use of the equipment as well as all safety and maintenance procedures. The Customer acknowledges that the Customer has the necessary knowledge and knows how to safely and correctly use the equipment. All specifications, drawings, diagrams, price lists, dimensions, delivery dates, performance figures, advertisements, brochures and other technical data furnished by Talisman in respect of the equipment or services orally or in writing will not form part of the Agreement in any way unless agreed to in writing by Talisman.

5.1 The Customer agrees that neither Talisman nor any of its employees will be liable for any negligent or innocent misrepresentations made to the Customer.

5.2 It is the sole responsibility of the Customer to determine that the equipment hired is suitable for the purposes of intended use. The Customer indemnifies Talisman for all damages or loss suffered by the Customer or a third party, should the equipment be used for any other purpose than it was designed for. The Customer shall comply with any safety instructions for the equipment made available by Talisman.

6. Special Conditions:

6.1 Scope of work:

Full details will be in the quotation for the works.

6.2 Tubular Scaffolding Equipment

Scaffolding equipment, as per the quotation, to be supplied: these to be erected in one operation then dismantled and re-erected to remaining elevation(s) to the progress of the Customer's work, but not to cover any area more than once.

6.3 Scaffold Boards

As detailed in the quotation scaffold boards are included. These will be placed once only on each scaffold and any further movement of these boards will be charged for at applicable rates.

6.4 Pavement

The main contractor must ensure that the necessary permission for scaffolds to encroach upon pavements is granted in writing prior to Talisman's work commencing and for the fixing and maintenance of lights and/or any other ongoing requirements.

6.5 Crane

Talisman requires the free use of the Customer's crane and/or hoist for the raising and lowering of the equipment.

6.6 Ties

The Customer must provide adequate openings to enable Talisman to tie in Talisman's structure. The Customer also has to make weatherproof where necessary and make good on completion. It is the Customer's responsibility to ensure that these ties are not removed or altered in any way for the duration of the contract.

6.7 Platform Covering

The Customer is responsible for supplying, placing and removing any platform covering required e.g. plastic sheeting, chipboard or plywood.

6.8 Roof

Talisman will take reasonable care, but accept no responsibility for damage caused by or arising out of work off/over any roof.

6.9 Exclusive of Cradles

Quotations are exclusive of cradles. Should the Customer require Talisman to supply cradles, it will be supplied at Talisman's current hire rates.

6.10 Adjoining Property

The Customer will be responsible for obtaining the necessary permission in writing, prior to Talisman's work commencing, for Talisman to have access to and erect from an adjoining property.

6.11 Access to Base Area

The Customer is to ensure that the base area be reasonably clear for uninterrupted access, compacted and capable of withstanding the extra imposed loading from the scaffolding.

6.12 Extra Imposed Loading

The Customer is to ensure that the slab/roof upon which Talisman's scaffold is based be capable of withstanding the extra imposed loading.

6.13 Escalation

a) Labour: Any wage increase after the date of Talisman's initial quotation will mean a revision of Talisman's labour rates in line with the wage increase.

b) Scaffolding equipment, materials, transport and general costs: Escalation of quoted prices to be charged in accordance with SEIFSA price and indices tables applicable to steel, transport and general costs. The base data will be the month prior to the date of the initial quotation.

6.14 Provision of Lights

The Customer is to ensure that adequate lighting be provided prior to Talisman's work commencing and the lighting must be maintained during erection/dismantling.

6.15 Protective Fans

Any protective fan supplied is solely for the purpose of providing protection to persons and/or property below and is not for loading or access for workmen.

6.16 Invoicing and Payment

Talisman will invoice on a pro rata basis at the end of each month for the duration of the contract. Payment terms shall be as per clause 12.1.

6.17 Inclement Weather

Any inclement weather experienced during the contract period will not constitute a reason for any discounts or free hire should this delay the contract.

6.18 Engineers Inspection (Seating Stands and Public Access)

The Customer will be responsible for obtaining and costs of Engineering Inspection and Stability Certificates if required by local authorities. A copy of the Inspection Certificate is to be lodged with Talisman prior to the stand being used. Should the Customer require Talisman to provide an Engineers Inspection and Stability Certificate, Talisman can arrange this. Cost to be agreed in writing and covered by the official order. The cost of the Engineers Inspection and Stability Certificate is not included in the contract price.

6.19 Seating Equipment

All equipment used in the erection of any seating stand will be standard hire equipment. Talisman will not entertain any claims whatsoever for damaged or soiled clothing by those using any stand.

6.20 Additional Work

Additional work is deemed as any request not included in the quotation as part of the scope of works. All additional work will be charged at the rates given in the quotation and should also be issued to Talisman on an approved site instruction.

6.21 Accommodation

a) The Customer shall provide acceptable accommodation for Talisman's workmen at the Customer's expense. Talisman will provide any food required for their workmen. The number of workmen will be stated in the quotation.

b) Talisman has allowed for accommodation and food for the number of workmen and the number of days/nights as per the quotation, this is included in the contract price. Any costs incurred after the allowed number of days/nights will be for the Customer's account.

6.22 Construction Industry Annual Holiday

When the contract duration extends through the Construction Industry Annual Holiday, this time will be deemed to be part of the contract period.

6.23 Earthing

Any earthing and/or lightning protection required, is to be performed by the Customer at the Customer's expense. The Customer must also ensure that any electrical works performed on or near Talisman equipment are safe and correctly insulated and earthed. The Supplier will not entertain any claim whatsoever in this regard.

7.1. The hire period shall:

(a) be for a minimum period of 3 days, unless otherwise stated in writing;

(b) commence from the time the equipment leaves Talisman's premises, unless agreed otherwise between both parties in writing and will be charged on a daily basis with invoices issued monthly for the charges for the period in question;

(c) terminate when the equipment has been returned to Talisman's premises, unless agreed otherwise between both parties in writing.

7.2 Either party will be entitled to terminate this Agreement on not less than one week's notice, in writing.

7.3 Subject to any minimum charge payable, the hire charge will be calculated at the rate specified, provided that where, during the period of hire, the standard hire charges of Talisman are increased for any reason whatsoever, such increased hire charges shall apply to the equipment from the date of such increase.

7.4 If the Customer requires that Talisman delivers the equipment to a site as agreed to by the Customer, then:

7.4.1 The Customer shall pay the transport charges as agreed in writing.

7.4.2 On delivery the Customer or someone purporting to sign on behalf of the Customer or by anyone else at the agreed place of delivery, shall sign Talisman's delivery note and the Customer confirms that a signed delivery note shall be proof that the equipment listed thereon was delivered in good condition as per the quality and quantity ordered and are free from any defects. Unless The Customer advises Talisman in writing at the commencement of the rental of any defect in the equipment, it shall be deemed that the equipment was delivered complete and in working order.

7.4.3 The Customer agrees that Talisman may deliver the equipment in more than one consignment in which event each consignment may be invoiced separately and the Hire contract period, charges etc, in respect of each consignment shall be deemed to commence on date of delivery of such consignment.

7.5 Talisman will erect, move, modify or dismantle equipment, Talisman will perform this work within normal working hours as laid down by the various statutory bodies. Any work carried out outside of these hours will be charged for at overtime rates, as per the Standard Rates of Talisman, available on request.

7.6 If the Customer wishes Talisman's employees to work on a day work basis, then this work will be carried out upon receipt of the Customer's written instructions and will be charged at rates to be agreed in writing.

7.7 This contract is based upon the rates of wages and other emoluments and expenses payable by Talisman to or in respect of workmen engaged upon the erection of the equipment applicable and current at the date of the contract quotation. Increases in Talisman's costs which are consequent upon changes in the said rates or upon any change in or imposition of new government taxes, levies or contributions payable by Talisman in respect of employees engaged upon or in connection with the work shall be a net addition from the price agreed.

7.8 If progress on or completion of the works specified in this contract is delayed for any reason beyond the control of Talisman, the Customer agrees that Talisman will be immediately and irrevocably released from any contractual damages and penalty obligations. Talisman shall also be remunerated for any standing time and costs involved with such delay at the appropriate day work rates.

7.9 The Customer agrees that all permits or instructions required to carry out the work will be supplied timeously by the Customer free of charge and Talisman will not be held responsible for any delays caused through no fault of Talisman with regards to the issuing of work permits, or the carrying out of instructions. Talisman reserves the right to claim for time spent awaiting permits or instructions at the appropriate day work rates.

7.10 The Customer agrees to be at the intended site to accept delivery of the equipment. If for any reason whatsoever the Customer is not at the site for acceptance of delivery, all costs incurred by Talisman, including third party transporter costs for standing time, will be for the account of the Customer. Immediately notify Talisman of any damage to the equipment

7.11 The equipment is the Customer's responsibility for the duration of the contract. The Customer shall immediately notify Talisman of any damage to the equipment and shall notify Talisman in writing to collect the damaged equipment. The Customer agrees that Talisman shall invoice the Customer until the damaged equipment is repaired and returned to site. If Talisman in its sole discretion determines that the damage to the equipment was not caused by Talisman, the cost of the damage will be for the account of the Customer. Any equipment lost on site will be charged for at the current sale price of the equipment.

8.1 All quotations will remain valid for a period of 30 days from the date of the quotation. Quotations and prices exclude Value Added Tax (VAT). VAT will be charged and be payable at the current rates, unless the Customer provides written proof of its exemption from payment of VAT.

8.2 All quotations are subject to the availability of the equipment, labour and transport and being able to start work within 3 months of receipt of the Customer's official order and subject to correction of good faith errors by Talisman and the prices quoted are subject to any increases in the standard cost price of Talisman after acceptance of the order. No equipment or services will be supplied without an official written order or letter of acceptance.

8.3 If the Customer disputes the amount of increase, the amount of the increase may be certified by any independent auditor and such certificate shall be final and binding on the Customer.

8.4 Notwithstanding the provisions of clause 1 above, all orders or agreed variations to orders, in writing, shall be binding and subject to this Standard Hire Agreement and may not be revoked by the Customer.

8.5 The risk of damage to, destruction or theft of equipment shall pass to the Customer at the moment of dispatch. The Customer undertakes to comprehensively insure the equipment both against third party claims and against all risk, loss or damage to the equipment for the full period of this agreement with a registered insurer, for such value as may be determined by Talisman from time to time and shall provide proof of such insurance, and the payment of all premiums, to Talisman on demand, until the equipment is returned. When procuring the insurance, the Customer shall procure such insurance on the basis that the Customer's insurer acknowledges that any repairs to the equipment under the policy of insurance must be carried out to the satisfaction of Talisman. In the event of a claim not covered by the Customer's insurance, the Customer will be held liable for the value of that claim. Talisman will be able to claim any amount due when a claim is launched. The Customer will be liable for the excess amount or any damage suffered by Talisman. In the event that the equipment

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or parts thereof is stolen, destroyed or damaged as a result of any cause prior to the return of the equipment, the Customer shall be liable for the replacement value of the equipment and hire charges shall continue until the Customer has paid for the equipment.

8.6 Delivery and performance times quoted are merely estimates and are not binding on Talisman.

8.7 If Talisman agrees to engage a third party to transport the equipment, Talisman is hereby authorised to engage a third party on the Customer's behalf and on the terms deemed fit by Talisman.

8.8 The Customer indemnifies Talisman against any claims that may arise from such agreement in clause 8.7.

8.9 The Customer agrees not to encumber or alienate the equipment, nor be entitled to cede any rights under this agreement without the written consent of Talisman.

8.10 Equipment taken on hire by the Customer is deemed sold at Talisman's then current full new replacement value of the equipment if not returned within the expiry time of the contract period in the same condition as received and with all accessories, parts or equipment which may be affixed to the equipment, intact. The Customer will remain liable for full hire charges during this period.

9.1 Talisman will exercise all reasonable care to ensure that the structure is sound and adequate for the purpose requested by the Customer and that when constructed it will comply with all current statutory regulations applicable. Talisman undertakes to remedy at its own expense any defects drawn to its attention in writing which has arisen from faulty erection by Talisman or the use of faulty equipment by Talisman. Any other defects drawn to the attention of Talisman in writing will be remedied by Talisman at the Customer's expense.

9.2 On completion of erection, Talisman will inspect the structure and will ensure it is in sound working order and complies with all statutory regulations. Talisman will then issue an Inspection Certificate. Thereafter, in terms of the Occupational Health and Safety Act 85 of 1993 and SANS 10085, and any other regulations or requirements there under or in terms of any relevant legislation, it is the Customer's responsibility to inspect the equipment at least once a week and after inclement weather. If the Customer so requests in writing, Talisman will perform these inspections on behalf of the Customer at the Customer's expense.

9.3 Should the Customer perform its own inspections under the Occupational Health and Safety Act 85 of 1993 and should any defects be discovered, then the Customer shall forthwith:

9.3.1 Notify Talisman in writing.

9.3.2 Take steps to ensure that the equipment does not constitute a danger to any person or property by reason of such defect and to disengage the defective portion from the rest of the equipment.

9.4 Talisman shall decide, at its sole discretion, if the equipment is defective or unfit for the purpose for which it is intended and shall be entitled to either terminate this Agreement or refund any hire charges already paid, or replace the defective equipment.

9.5 The Customer shall return any defective equipment to the premises of Talisman at the Customer's own cost.

10.1 Under no circumstances shall Talisman be liable for any consequential damages including loss of profits or for any delictual liability of any nature whatsoever which may be caused by the equipment or failure of any nature whatsoever of the equipment, whether caused negligently or innocently and the Customer hereby further indemnifies Talisman against all such claims. It is specifically recorded and agreed that Talisman shall not under any circumstances whatsoever be liable for any damage to fixtures, fittings, tiling, glazing or floors.

10.2 Under no circumstances shall Talisman be liable for any damage arising from any misuse, abuse or neglect of the equipment and the Customer will be responsible for all expenses and loss arising from any damage to the equipment occurring as a result thereof.

11. Delivery of the equipment or services to the Customer shall take place at the place of business of Talisman.

12.1 The Customer agrees that the amount contained in a Tax Invoice issued by Talisman shall be due and payable unconditionally (a) cash on order; or (b) if the Customer is a Credit Approved Customer, within 30 days from the end of the month in which a Tax Invoice has been issued by Talisman.

12.2 The Customer agrees to pay the amount on the Tax Invoice at the offices of Talisman.

12.3 The risk of payment by cheque through the post rests with the Customer.

13.1 The Customer has no right to withhold payment for any reason whatsoever and agrees that no extension of payment of any nature shall be extended to the Customer and any such extension will not be applicable or enforceable unless agreed to by Talisman, reduced to writing and signed by the Customer and a duly authorised representative of Talisman.

13.2 The Customer is not entitled to any deduction or to set off any amount due to the Customer by Talisman against this debt.

14.1 The Customer agrees that the amount due and payable to Talisman may be determined and proven by a certificate issued and signed by any director, member or manager of Talisman, whose authority need not be proven or by any independent auditor. Such certificate shall be binding and shall be prima facie proof of the indebtedness of the Customer.

14.2 Any printout of computer evidence tendered by any party shall be admissible evidence and no party shall object to the admissibility of such evidence purely on grounds that such evidence is computer evidence or that the requirements of the Electronic Communications and Transactions Act 25 of 2002 have not been met.

15.1 The Customer agrees that interest rate shall be a variable interest rate calculated at the maximum legal interest rate prescribed by the National Credit Act 34 of 2005 if that Act is applicable, or at double the repo-rate as declared by the Reserve Bank from time to time if that Act is not applicable, on any moneys past due date to Talisman and that interest shall be calculated daily and compounded monthly from the date of acceptance of the order.

15.2 The Customer expressly agrees that no debt owed to Talisman by the Customer shall become prescribed before the passing of a period of six years from the date the debt falls due.

16.1 The Customer agrees that if an account is not settled in full (a) against order; or (b) within the period agreed in clause 12.1 above in the case of a Credit Approved Customer; Talisman is: (i) entitled to immediately institute action against the Customer at the sole expense of the Customer; or (ii) to cancel the Agreement and take possession of any equipment delivered to the Customer and claim damages. These remedies are without prejudice to any other right Talisman may be entitled to in terms of this Agreement or in law. Talisman reserves its right to immediately suspend its performance of its obligations in terms of this Hire Agreement on cancellation or on non-payment.

16.2 A Credit Approved Customer will forthwith lose this approval when payment is not made according to the conditions of clause 12.1(b) and all amounts then outstanding shall immediately become due and payable.

16.3 Talisman shall be entitled to withdraw credit facilities at any time within its sole discretion.

17.1 In the event of cancellation, the Customer shall be liable to pay all outstanding hire charges and all other costs incurred in the repossession of the equipment. If the equipment is not recovered for any reason whatsoever, the full value shall be deemed to be nil and the Customer shall be liable to pay Talisman's the full new replacement value of the equipment.

17.2 In the event of cancellation of the Agreement by Talisman, it is entitled not to produce any unmade balance of a contract and to recover any loss sustained thereby from the Customer.

18.1 Any equipment supplied by Talisman remains the property of Talisman.

18.2 The Customer shall not allow the equipment to become encumbered in any manner and shall advise third parties of the rights of Talisman in the equipment.

18.3 Any rights which the Customer and/or third party may have over temporary buildings, plant, tools, equipment and materials on the site shall not extend to any of the items provided by Talisman in connection with this contract, which remain the unencumbered property of Talisman at all times. The Customer shall at the Customer's own cost assist Talisman to regain possession of Talisman's property.

18.4 The Customer shall not without the written consent of Talisman first having been obtained do or omit to do anything which renders the equipment liable for attachment, encumbrance, hypothec or any lien. The Customer shall forthwith upon the signature of this agreement notify Talisman in writing of the site upon which the equipment will be kept and of the name and address of any landlord of such site.

19.1 The Customer shall be liable to Talisman for all legal expenses on the attorney-and-own-client scale incurred by Talisman in the event of (a) any default by the Customer or (b) any litigation in regard to the validity and enforceability of this Agreement. The Customer shall also be liable for any tracing, collection or valuation fees incurred as well as for any costs, including stamp duties, for any form of security that Talisman may demand.

19.2 The Customer agrees that Talisman will not be required to furnish security in terms of Rule 62 of the Rules of Court of the Magistrate's Courts or in terms of Rule 47 of the Law of the Supreme Court 59 of 1959.

20. The Customer agrees that no indulgence whatsoever by Talisman will affect the terms of this Agreement or any of the rights of Talisman and such indulgence shall not constitute a waiver by Talisman in respect of any of its rights herein. Under no circumstances will Talisman be estopped from exercising any of its rights in terms of this Agreement.

21. The Customer hereby consents that Talisman shall have the right to institute any legal action in either the Magistrate's Court or the High Court as per the jurisdiction in clause 2 at its sole discretion. These South African courts shall have exclusive jurisdiction in any litigation between the parties arising from whatsoever source.

22.1 Any document shall be deemed duly presented to and accepted by the Customer (i) within 5 days of prepaid registered mail to any of the Customer's business or postal addresses or to the personal address of any director, member or owner of the Customer; or (ii) within 24 hours of being faxed to any of the Customer's fax numbers or any director, member's or owner's fax numbers; or (iii) on being delivered by hand to the Customer or any director, member or owner of the Customer; or (iv) within 48 hours if sent by overnight courier or (v) within 7 days of being sent by surface mail; or (vi) within 24 hours of being e-mailed to any e-mail address provided by the Customer.

22.2 The Customer chooses its address for any notification or service of legal documents or processes as the business address or the physical addresses (domicilium citandi et executandi) of any Director (in the case of a company), Member (in the case of a close corporation) or of the Owner(s) or Partner(s).

22.3 The Customer undertakes to inform Talisman in writing within 7 days of any change of Director, Member, Shareholder, Owner or Partner or address or 14 days prior to selling or alienating the Customer's business and failure to do so will constitute a material breach of this Agreement. Upon receipt of such written notification, Talisman reserves the right, at its sole discretion, to withdraw any credit facility advanced to the Customer.

22.4 The Customer hereby consents to the storage and use by Talisman of the personal information that it has provided to Talisman for establishing its credit rating and to Talisman disclosing such information to credit control companies, banks and other institutions involved in rating credit. The Customer agrees that Talisman will not be held liable for the good faith disclosure of any of this information to such third parties and that no further specific consent needs to be obtained for the transfer of such information to a specific third party.

22.5 The Customer hereby consents that Talisman can provide personal information of the Customer to third parties, if the Customer has indicated Talisman as a trade reference to third parties and the Customer agrees that Talisman will not be liable for the good faith disclosure of any of this information to such third parties.

22.6 The Customer hereby agrees that the credit facility is a variable credit facility and that Talisman shall be entitled to increase its credit limit from time to time.

23. The Customer agrees to the Standard Rates of Talisman for any equipment or services rendered, which rates may be obtained on request.

24. Each provision of this Agreement shall be severable from the other provisions. Should any provision be found to be invalid or unenforceable for any reason, the remaining provisions of this Agreement shall nevertheless remain binding and continue with full force and effect.

25. Any order is subject to cancellation by Talisman due to acts of God or any circumstance beyond the control of Talisman, including (without restricting this clause to these instances): inability to secure labour, power, materials or supplies, war, civil disturbance, riot, state of emergency, strike, lockout, or other labour disputes, fire, flood, drought or legislation.

26. Any order is subject to cancellation by Talisman if the Customer breaches any term of this Agreement or makes any attempt of compromise, liquidation, sequestration, termination or judgement is recorded against the Customer or any of its principals.

27. The Customer agrees that Talisman will be immediately and irrevocably released from any contractual damages and penalty obligations should any event in clause 25 or 26 occur.

28. If the National Credit Act 34 of 2005 is applicable the following clauses shall not be applicable to this Agreement: clause 5.1, clause 21 and clause 22.6.

29. If the Consumer Protection Act 68 of 2009 is applicable the following clauses shall not be applicable to this Agreement: clause 5.1, clause 5.2, clause 10.1, clause 13.2, clause 15.2, clause 19.1, clause 21, clause 22.1, clause 22.2 and clause 22.6.

30. This Agreement and its interpretation is subject to South African law.

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