



Service Contract - Basis

for Advice and Services



Version: 08. April 2020



Content

§ 1 Object of the contract and duration	3
§ 2 Services of the contractor.....	3
§ 3 Job design.....	4
§ 4 Obligations of the client	4
§ 5 Obligations of the contractor	4
§ 6 Compensation, invoice, due date, delay, refund.....	4
§ 7 Rights of use, confidentiality and data protection	5
§ 8 Competition clause.....	5
§ 9 Warranty	5
§ 10 Cancellation	6
§ 11 Contract changes	6
§ 12 Signatures.....	6
§ 13 Severability clause	6

Service Contract - Basis for advice and services

Between

The ordering customer
- hereinafter referred to as „Client“ -

and

Zebtec
Fountainstr. 7
6529 George
South Africa
- hereinafter referred to as „Contractor“ -

The following, simple rules are the basis of the contract. Supplements are part of the contract with the following documents.

§ 1 Object of the contract and duration

1. This contract only becomes into being between client and contractor, with a service package selection with pre-order and payment. The object is defined in §2.

After the contract is concluded:



- a). Performance & beginning:**
 - Depending on availability
 - After lead time
 - After confirmation of availability
- b). Period & validity:**
 - Quantity of ordering
 - Time of ordering
(Period: March to November)
- c). Project Location:**
 - By distance zone
 - At contractor's discretion
 - Choice of service package

2. Contract amendments or deviations can together be agreed and accepted separately in writing by the client and the contractor.

§ 2 Services of the contractor

1. The contractor provides advice as a service contract (exemplary according to §611 BGB). Contracts regarding work or related to people are not offered.



- a) BIM Manager MEP & Media**
- b) Technology Manager MEP & building**
- c) Expert Witness**
- d) Quality Auditor MEP Design**

2. Each service package has a performance-description as a PDF. This is part of the contract and describes scope and content. The service is only an abstract regarding the order and the contractor only performs parts not more than possible.

§ 3 Job design

1. The client has the right to ask the contractor about the progress of the ordered service. The contractor undertakes to truthfully provide information, mostly digital.
2. The contractor is free to organize his work, but largely takes into account his obligations and the interests of the client. If the contractor or client recognizes further service requirements in the context of the order or services, these will not be covered without an additional order. Both parties could find solutions on time in a written document.
3. The contractor determines his place of work, working hours, as well as staffing on his own responsibility. Completion is in sequence according to all incoming pre-orders.
4. The contracting parties can agree on verbal deviations from the place of work. The client must observe the following part of the contract for work locations:



"Guidelines for the provision of work equipment & work environment"

The guide can be found as a PDF document in the service package.

§ 4 Obligations of the client

The client undertakes to provide the data and documents of his project required for processing in full at the start of the contract. If the client deviates from his wishes and the provision, expectations, results and time frames can be affected. Cost minimization, free revision or free rectifications of defects are not automatically available for the client in such cases.

§ 5 Obligations of the contractor

The contractor undertakes:

- a) To take existing, generally recognized rules, the state of the art, legal and official regulations and laws into account in the service.
- b) Consider client interests.
- c) Taxing his Corporate profits independently.
- d) Commissioning third parties or persons, the contractor is responsible for their own activities.

§ 6 Compensation, invoice, due date, delay, refund

Compensation

The contractor and client agree on flat-rate daily rates as a fee, for the provision of the selected and ordered service packages. Even cost for travel, overnight stays and rations are included and billed according the service package as described.



Invoice

Invoices are sent as a PDF to a central email address of the client. There is no paper invoice. The contractor could choose and to make use of a Factoring partner.

Due date

Due date corresponds to the invoice date. The contractor calculates services free of VAT, according to the reverse charge process, provided that it has been commissioned by a foreign company.

Delay

If the client falls into arrears with payment, the payment of default interest in the amount of approx. 10% above the interest rate applicable at the time of the delay for unauthorized loans is bindingly agreed.

Refund

Start, alternative dates and replacement services cannot be considered or be available for pre-orders. We will of course refund the full amount to the client. We are always trying to offer and find solutions.

§ 7 Rights of use, confidentiality and data protection

Rights of use

With this contract, the contractor agrees to grant the client the right to use the space, time and content that is unlimited for any copyrighted services.

Secrecy

The contractor is obliged to maintain silence about all information that becomes known to him in connection with his work for the client, regardless of whether it is the client himself or his business relationships, unless the client relieves him of his duty of confidentiality.

Data protection / Privacy

The contractor undertakes to maintain secrecy about personal data obtained in the course of his work and to at least comply with the requirements of the higher Data Protection Act than in Europe.

§ 8 Competition clause

The contractor is free to work for other clients and to group orders according to a sequence of orders.

§ 9 Warranty

1. The contractor is liable to the client in accordance with the respective provisions in the Civil Code: Services, free of material and legal defects.
2. The contractor maintains his own advisor-liability insurance and provides proof of this if necessary after order.

§ 10 Cancellation

Ordinary termination

Contrary to the provisions of the German Civil Code, contracting parties can give two weeks' notice in writing at the end of the month.

Extraordinary termination

1. The extraordinary termination for an important reason (for example, according to §626 BGB) is equally possible for both contracting parties and without reason.
2. The regulations on termination with compensation in the event of trust (for example, according to §627 BGB) should expressly not apply.

§ 11 Contract changes

Changes to the contract are only legally effective if both contracting parties obtain one written and signed agreement on the change. In addition, the regulations (for example, the German BGB) on the service contract apply, taking into account the agreements made here.

§ 12 Signatures

This document is available and does not require a signature. If the client wishes to have his own form of contracts, all sides of this contractual basis and the attachments mentioned must be initialed, signed and included. Contradictions to the contractual basis invalidate the client's included contracts.

§ 13 Severability clause

1. Should individual provisions of this contract be or become ineffective in whole or in part, the effectiveness of the remaining provisions remains unaffected. In this case, the contractual partners will replace the invalid provision with another that comes as close as possible to the economic purpose of the omitted regulation.

Jurisdiction is: George, South Africa

2. Alternative jurisdictions in Germany can be agreed if the client pays the contractor's costs in advance.