

TERMS AND CONDITIONS GOVERNING THIS CONTRACT BETWEEN THE SAID PERSON NATURAL OR UNNATURAL AS DEFINED IN THE 'QUOTATION TENDERED TO' SECTION OF THIS QUOTATION HEREAFTER REFERRED TO AS THE CLIENT AND ORIGEN ENGINEERING SOLUTIONS CC.

1. THE OFFER DETAILED UNDER 'DESCRIPTION OF SERVICES TO BE PROVIDED' SHALL BE VALID FOR THIRTY DAYS FROM THE DATE OF THE APPLICABLE QUOTATION OR ESTIMATION OF COSTS.
2. ACCEPTANCE SHALL BE DEFINED BY THE INSTRUCTION TO PROCEED WITH THE WORK DEFINED IN THE QUOTAION PROPOSAL OR ESTIMATION OF COST BY THE CLIENT OR THE REPRESENTATIVE OF THE CLIENT.
 - 2.1 UNLESS OTHERWISE DEFINED ACCEPTANCE SHALL BE DEEMED TO BE THE ACCEPTANCE OF ALL CLAUSES AND SUB-CLAUSES CONTAINED HEREIN.
 - 2.2 ACCEPTANCE WILL NOT BE DEEMED VOID BY THE LACK OF AUTHORITY OF THE REPRESENTATIVE OF THE CLIENT. THE CLIENT WILL BE RESPONSIBLE FOR MEETING THE OBLIGATIONS FOR WORK THAT HAS IN GOOD FAITH BEEN PERFORMED BY ORIGEN ENGINEERING SOLUTIONS THAT WAS CONTRACTED BY SUCH A PERSON.
3. PERFORMANCE BY ORIGEN ENGINEERING SOLUTIONS SHALL BE DEEMED EXECUTED ON DELEIVERY OF THE RELEVENT REPORT TO THE CLIENT OR A REPRESENTATIVE OF THE CLIENT ON COMPLETION OF THE SAID SERVICES.
 - 3.1 PERFORMANCE SHALL NOT BE DEEMED VOID SHOULD THE CLIENT OR A REPRESENTATIVE OF THE CLIENT NOT BE ON HAND TO EFFECT THE DELIVERY OF THE REPORT.
 - 3.2 ORIGEN ENGINEERING SOLUTIONS SHALL NOT BE HELD LIABLE IN ANY WAY FOR THE FAILURE AND OR DAMAGE AND OR DESTRUCTION CAUSED TO ANY ARTICLE AND OR BUILDING AND OR COMPONENT AND OR MACHINE AND OR THE DEATH AND OR THE INJURY OF ANY PERSON AND OR ANY OTHER LOSS AS A DIRECT AND OR INDIRECT RESULT OF LACK OF PERFORMANCE BY ORIGEN ENGINEERING SOLUTIONS RESULTING FROM:
 - 3.2.1 ANY LAPSE OF TIME BETWEEN OFFER AND ACCEPTANCE THAT PREVENTS PERFORMANCE ON THE SERVICE DATE.
 - 3.2.2 ACTS OF GOD AND OR EQUIPMENT FAILURE.
4. PERFORMANCE BY THE CLIENT SHALL BE DEEMED EXECUTED UPON RECEIPT BY ORIGEN ENGINEERING SOLUTIONS OF PAYMENT AS STIPULATED BELOW.
 - 4.1 PAYMENT SHALL BE DEFINED AS THE PAYMENT BY THE CLIENT TO ORIGEN ENGINEERING SOLUTIONS OF:
 - 4.1.1 THE AMOUNT STIPULATED IN THE QUOTATION OR THAT BASED ON THE ESTIMATION OF COSTS.
 - 4.1.2 THE COSTS FOR WORK DONE ON AN HOURLY BASIS (CHARGED AT ECSA BASED RATES).
 - 4.1.3 TRAVELLING AND ACCOMMODATION COSTS INCURRED BY ORIGEN ENGINEERING SOLUTIONS PERSONNEL (PLUS MARK-UP OF 10%).
 - 4.1.4 THE COSTS ASSOCIATED WITH DELAYS AND CANCELLATIONS CAUSED BY THE CLIENT AND OR HIS REPRESENTATIVES (CHARGED AT ECSA BASED RATES).
 - 4.1.5 THE COSTS AND ASSOCIATED HANDLING FEES FOR APPROPRIATE EQUIPMENT REQUIRED FOR THE SAFE AND EXPEDITIOUS COMPLETION OF THE SAID SERVICES AS DEEMED NECESSARY BY THE REPRESENTATIVE OF ORIGEN ENGINEERING SOLUTIONS THAT THE CLIENT IS UNABLE TO SUPPLY (PLUS MARK-UP OF 10%).
 - 4.1.6 THE COSTS ASSOCATED WITH OUTSOURCED WORK (PLUS MARK-UP OF 10%).
 - 4.1.7 THE VALUE ADDED TAX ASSOCIATED WITH THE AFOREMENTIONED.
 - 4.2 PAYMENT BY THE CLIENT TO ORIGEN ENGINEERING SOLUTIONS SHALL BE MADE ON PRESENTATION BY ORIGEN ENGINEERING SOLUTIONS OF THE INVOICE ISSUED AGAINST THE CLIENT'S ORDER NUMBER AS STIPULATED IN THE QUOTATION.
 - 4.3 INTEREST OF TWO PERCENT PER MONTH WILL ACCRUE FROM THE DAY THIRTY DAYS AFTER THE DATE OF INVOICE.
5. ORIGEN ENGINEERING SOLUTIONS SHALL IN GOOD FAITH PROFFER THE SAID SERVICE WITH THE AIM OF ACHIEVING THE GOALS OF THE SAID SERVICE. THE ACTIONS OF THE REPRESENTATIVES OF ORIGEN ENGINEERING SOLUTIONS SHALL BE PROFESSIONAL AND RESPONSIBLE IN ALL ASPECTS HOWEVER DUE TO THE NATURE OF THE SAID SERVICES THE FOLLOWING SHALL HOLD:
 - 5.1 PERFORMANCE BY ORIGEN ENGINEERING SOLUTIONS WILL NOT BE DEEMED VOID NOR WILL ORIGEN ENGINEERING SOLUTIONS BE HELD LIABLE IN ANY WAY FOR FAILURE AND OR DAMAGE AND OR DESTRUCTION AND OR LOSS CAUSED TO ANY ARTICLE AND OR BUILDING AND OR COMPONENT AND OR MACHINE AND OR THE DEATH AND OR THE INJURY OF ANY PERSON AS A DIRECT AND OR INDIRECT RESULT OF THE APPLICATION OF THE SAID SERVICES.
 - 5.2 PERFORMANCE BY ORIGEN ENGINEERING SOLUTIONS WILL NOT BE DEEMED VOID NOR WILL ORIGEN ENGINEERING SOLUTIONS BE HELD LIABLE IN ANY WAY FOR FAILURE AND OR DAMAGE AND OR DESTRUCTION AND OR LOSS CAUSED TO ANY ARTICLE AND OR BUILDING AND OR COMPONENT AND OR MACHINE AND OR THE DEATH AND OR THE INJURY OF ANY PERSON AS A DIRECT AND OR INDIRECT RESULT OF ITS AND OR THEIR USE BY THE REPRESENTATIVES OF ORIGEN ENGINEERING SOLUTIONS.
 - 5.3 PERFORMANCE BY ORIGEN ENGINEERING SOLUTIONS WILL NOT BE DEEMED VOID NOR WILL ORIGEN ENGINEERING SOLUTIONS BE HELD LIABLE IN ANY WAY FOR FAILURE AND OR DAMAGE AND OR DESTRUCTION AND OR LOSS CAUSED TO ANY ARTICLE AND OR BUILDING AND OR COMPONENT AND OR MACHINE AND OR THE DEATH AND OR THE INJURY OF ANY PERSON AS A DIRECT AND OR INDIRECT RESULT OF THE GOAL OF THE SAID SERVICE NOT BEING ACHIEVED.
6. IN THE EVENT OF THE CLIENT COMMITTING AN ACT OF INSOLVENCY (PROVISIONAL OR FINAL) OR IS GUILTY BY ACT OR OMISSION OF ANY BREACH OF THIS CONTRACT WHICH ORIGEN ENGINEERING SOLUTIONS AT ITS SOLE DISCRETION CONSIDERS MATERIAL INCLUDING BUT NOT LIMITED TO THE FAILURE TO EFFECT ANY TIMEOUS PAYMENT DUE BY THE CLIENT ORIGEN ENGINEERING SOLUTIONS SHALL NOT WITHSTANDING ANY OTHER REMEDIES AND WITHOUT PREJUDICE TO ANY OTHER CLAIMS WHICH MAY INCLUDE THE RIGHT TO DAMAGES BE ENTITLED TO:
 - 6.1 CLAIM IMMEDIATE PAYMENT OF ALL OUTSTANDING AMOUNTS TOGETHER WITH INTEREST AS PROVIDED HEREIN DUE BY THE CLIENT WHETHER OR NOT SOME OF THESE AMOUNTS HAVE ALREADY FALLEN DUE FOR PAYMENT.
 - 6.2 ENFORCE ITS HYPOTHEC OVER THE ASSETS OF THE CLIENT AND TO ATTACH AND REMOVE SUCH ASSETS AS SECURITY FOR THE CLIENTS OBLIGATIONS. THE SAME ASSETS MAY AT THE SOLE DISCRETION OF ORIGEN ENGINEERING SOLUTIONS BE SOLD TO RECOVER THE OUTSTANDING AMOUNTS.
7. THIS CONTRACT UNLESS OTHERWISE STATED IN WRITING AND SIGNED BY BOTH PARTIES REPRESENTS AND CONTAINS THE ENTIRE AGREEMENT BETWEEN ORIGEN ENGINEERING SOLUTIONS AND THE CLIENT WITH REGARD TO SAID SERVICES. BOTH PARTIES CONSENT TO THE JURISDICTION OF THE MAGISTRATES COURT IN TERMS OF SECTION 45 OF THE MAGISTRATES COURT ACT AS AMENDED BUT WILL NOT BE OBLIGED TO PROCEED IN THAT COURT. THE CLIENT WILL BE LIABLE FOR ANY ATTORNEY COSTS INCURRED BY ORIGEN ENGINEERING SOLUTIONS INCLUDING COLLECTION CHARGES IF ORIGEN ENGINEERING SOLUTIONS INSTRUCTS ITS ATTORNEYS TO RENDER LEGAL SERVICES TO ENFORCE ORIGEN ENGINEERING SOLUTIONS' RIGHTS UNDER THIS CONTRACT WHETHER LEGAL PROCEEDINGS ARE INSTITUTED OR NOT. THE CONSTRUCTION INTERPRETATION VALIDITY AND OR ENFORCEMENT OF THIS CONTRACT ITS OFFER AND OR ITS ACCEPTANCE AND OR ITS PERFORMANCE WILL BY GOVERNED BY THE LAWS OF SOUTH AFRICA.