**SUBCONTRACT AGREEMENT**

This Subcontract Agreement (the “Agreement”) is effective [DATE],

BETWEEN: [NAME OF YOUR COMPANY] (the “Contractor"), a company organised and existing under the [COUNTRY] laws, with its head office located at:

[YOUR COMPLETE ADDRESS]

AND: [SUBCONTRACTOR NAME] (the "Subcontractor"), a company organised and existing under the [COUNTRY] laws, with its head office located at:

[COMPLETE ADDRESS]

RECITALS:

WHEREAS; Contractor is ready and willing to enter into a general construction contract, hereinafter called "The Prime Contract" with [GENERAL CONTRACTOR], to perform in accordance with various contract documents and specifications certain work prepared by [ARCHITECT], hereinafter called "Architect", and/or to furnish labour, materials, supplies, labour and/or goods necessary to construct the following named and described construction project:

[DESCRIBE], hereinafter called "The Project", which is located at [ADDRESS], and

WHEREAS; Contractor desires to retain Subcontractor to perform certain contract work in accordance with various contract documents and specifications and/or to furnish labour, materials, supplies, labour and/or goods for The Project;

NOW, THIS AGREEMENT WITNESSES AS FOLLOWS:

1. Subcontract Work

Subcontractor shall be employed as an independent contractor and shall provide and furnish all labour, materials, tools, supplies, equipment, services, facilities, supervision, and administration necessary for the proper and complete performance and acceptance of the following portions of the work, hereinafter "the Subcontract Work", for the Project, together with such other portions of the drawings, specifications, and addendum as related thereto:

SEE EXHIBIT A: Scope, Conditions, And List of Attachments

2. Subcontractor Price

In consideration of the Subcontractor's performance of this Subcontract, and the mutual promises set forth herein, and all other good and valuable considerations, the receipt and legal sufficiency of which are hereby acknowledged, Contractor will pay to the Subcontractor the total sum of [AMOUNT], hereinafter referred to as the "subcontract price." The aforementioned subcontract price is dependent upon the conditions set forth in "Exhibit A" being met. If the conditions are not met, then the subcontract amount shall be altered accordingly.

3. Special Conditions

The Special Conditions required to Subcontract are incorporated in this Subcontract as though fully set forth herein. The subcontractor hereby acknowledges receipt of the Special Conditions.

4. Communication and Notice

4.1 All correspondences between the Subcontractor and General Contractor, Owner or Architect shall be made through Contractor.

4.2 Subcontractor shall furnish Contractor with periodic progress reports as required by Contractor, including a status of material, equipment, manpower, and submittal.

4.3 Subcontractor shall be deemed to have received notice of a fact, request, order, or demand when its Superintendent is notified, either orally or in writing, or [NUMBER] days after written notice is sent by registered or certified mail addressed to Subcontractor's last known place of business, whichever is sooner.

4.4 Contractor shall be deemed to have received notice of a fact, request, or demand [NUMBER] days after written notice is sent by registered or certified mail addressed to the following address: [YOUR COMPLETE ADDRESS]

5. Governing Law

Irrespective of conflict of laws, this document is governed by and is to be construed in accordance with the laws applicable in South Africa non-exclusive jurisdiction of the courts located in South Africa and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

6. Rules Of Construction

Captions, titles, or headings to any provision, article, etc., will not limit the full contents of the same. These articles will have the full force and effect as if no titles existed.

7. Severability

If any provision or provisions of this agreement shall be held to be invalid, illegal, unenforceable or in conflict with any of the law(s) of any jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. This contract shall be binding upon and inure to the benefit of the respective successors, assigns, representatives, and heirs of the parties herein.

8. Amendment of Agreement

This comprises the entire Agreement of the parties with respect to the subject matter hereof. No conditions or representations, altering, detracting from, or adding to the terms hereof shall be valid unless printed or written thereon, or evidenced in writing by either party to this Agreement and accepted in writing by the other

9. Arbitration

In the event of any dispute or differences arising out of or relating to this agreement, the parties shall use their best endeavours to settle such disputes or differences amicably to this effect, they shall consult and negotiate with each other in good faith and understanding or their mutual interests to reach an equitable solution satisfactory to both parties.

Where the parties did not settle their disputes by mediation, any and all disputes or claims between the Contractor and the Subcontractor shall be resolved by binding arbitration in accordance with South African Arbitration laws.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands the day and year first herein written.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name: Date

Designation: SUBCONTRACTOR

Address:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name: Date

Designation: CONTRACTOR

Address: