

Appendix 1

Kwikspace Modular Buildings (Pty) Limited – General Terms and Conditions of Lease

1. DEFINITION & INTERPRETATION

In this Agreement, unless the context otherwise indicates:

- 1.1 “Agreement” means this Appendix 1 - Kwikspace Modular Buildings (Pty) Limited – General Terms and Conditions of Lease, read in conjunction with the Schedule and all other documents referred to therein.
- 1.2 The “Commencement Date” means the date set out in the Schedule.
- 1.3 “The Goods” means the goods and property of the Lessor which are detailed in the Schedule.
- 1.4 “The Lessor” means Kwikspace Modular Buildings (Pty) Limited and any of its subsidiaries, or successors-in-title.
- 1.5 “The Lessee” means the Lessee as identified in the Schedule.
- 1.6 “The Schedule” means the Memorandum of Agreement of Lease executed between the parties from time to time, setting out *inter alia* the details of the contracting parties, the description of the Goods, the duration of the Agreement, rental and all other amounts payable and any other additional information which may be included therein, which forms part of the Agreement.
- 1.7 “Transport Costs” means the estimated transport costs (including but not limited to carrier costs, fuel costs, and labour costs) for delivery and collection of the Goods, as set out in the Schedule.
- 1.8 Words signifying one gender include the other genders as well as judicial and quasi-judicial persons such as companies, close corporations and trusts and vice versa as the case may be.
- 1.9 The word “Party” refers to either the Lessee or the Lessor as the case may be, the word “Parties” refers to both of them.
- 1.10 Headings to clauses are for reference only and are not to be used in interpreting the meaning of the text.
- 1.11 Words and phrases defined or used in the Schedule will have the same meaning in the Agreement and vice versa.
- 1.12 All and any notices/instructions/directions/consent given under this Agreement will be in writing.

2. SCOPE

The Goods are leased to the Lessee upon the terms set out in the Agreement.

3. COMMENCEMENT AND DURATION

- 3.1 This Agreement commences on the commencement date, and will continue for the period which is set out in the Schedule (“the Initial Period”)

- 3.2 On the expiry of the initial Period this Agreement will continue and remain in full force and effect as a monthly lease which may then be terminated by either Party giving the other at least 1 (ONE) months’ notice.
- 3.3 Either Party may notify the other at least 1 (ONE) month prior to the expiration of the initial period that such monthly lease will not be established, whereafter the Goods will immediately be returned to the Lessor at the Lessee’s cost and risk.
- 3.4 Upon the termination of this Agreement, the Lessee shall immediately return the Goods to the Lessor by making the Goods available for collection by the Lessor and ensuring that the goods are emptied and disconnected from all services and that access is granted to the premises where the Goods are situated, to enable the Lessor to collect the Goods.

4. OWNERSHIP

- 4.1 The Goods will, at all times, remain the property of the Lessor and nothing in this Agreement will be construed as conferring on the Lessee any right, interest or title in or to the Goods.
- 4.2 Should the Lessee at any time request to purchase the Goods from the Lessor, the Lessor will not be obliged to consider such request.
- 4.3 Should the Lessor however, in its sole and absolute discretion, consider such request, the Lessor will supply the Lessee with a quotation and purchase agreement setting out the purchase price and terms of sale of the Goods.
- 4.4 The quotation will be valid for a period of (30) days.
- 4.5 Should the Lessee accept the quotation and agrees to the terms of the purchase agreement, the Lessee shall return signed copies of the quotation and purchase agreement to the Lessor.
- 4.6 This Agreement shall remain of full force and effect until the sale of the Goods become effective.
- 4.7 As soon as the Lessor countersigns the quotation and purchase agreement, the sale of the Goods become effective.

5. ACCEPTANCE OF GOODS

The Lessee acknowledges that the fundamental basis of the Agreement is that:

- 5.1 The Lessor makes no representations and gives no warranties or undertakings whatsoever to the Lessee, except as recorded in this Agreement, regarding the condition or quality of the Goods or as to its fitness for purpose.
- 5.2 The Lessee will have no claim of any nature against the Lessor, nor will the Lessee be entitled to cancel this Agreement if it subsequently transpires that the Goods are unacceptable to the Lessee for any reason.

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REG: # 2007/009700/07 | VAT#: 4200251991 | ISO 45001:2018 & 9001:2015 Certified Company
DIRECTORS: D.R. Steinberg | C.B. Kubheka | P. Mnganga | D.B. Mnganga | K. Singh



6. SPECIFICATIONS

- 6.1 South African electrical standards have been assumed.
- 6.2 South African buildings standards have been used for all plumbing.
- 6.3 All rental buildings are standard rental fleet units.
- 6.4 Note that drawings supplied are for indication purposes only. Windows, doors, and other configurations might differ from the building drawings provided, depending on stock availability at the time of order.

7. DELIVERY

- 7.1 Delivery of the Goods takes place when the Goods are placed on the vehicle of the carrier nominated by the Lessor for delivery to the delivery address and, delivery will be made to the Lessee as soon as possible after the commencement date.
- 7.2 The Lessee will have no claim against the Lessor in the event of late delivery, non-delivery, or partial delivery of the Goods, save and that in the case, on non-delivery the Lessee will be entitled to a refund of any rental prepaid in respect of such Goods not being delivered.
- 7.3 Notwithstanding the fact that the Lessor appointed the carrier to effect delivery of the Goods, the carrier will be deemed to be the agent of the Lessee, and the carrier will:
 - 7.3.1 Comply with the requests of the Lessee or its authorized representatives at the delivery address with regards to the siting of the Goods; and
 - 7.3.2 Off-load the Goods according to the carrier's standard methods.
- 7.4 The Lessee will, prior to the time of delivery of the Goods, ensure that the place at which the Goods are to be sited at the delivery address is properly prepared by the Lessee at the Lessee's expense. The place must be accessible to the carrier's vehicle to enable the carrier to effect offloading of the Goods at and, on termination, to collect the Goods from, the delivery address.
- 7.5 Should the Lessee fail to carry out its obligations or should the Lessee fail to adequately instruct the carrier as to the siting of the Goods at the delivery address, the carrier will be entitled to effect delivery of and/or site the Goods at any place at the delivery address as the carrier in its sole discretion may deem reasonable.
- 7.6 Standing time would be charged by the transporter at a rate of R8,500 per day (per load) due to the site not being acceptable (*as per the appended "Transportation Requirements Checklist"*) for off/loading purposes.
- 7.7 Any additional moves on site will be for the account of the Lessee and will be quoted and agreed on prior to any moves being done.
- 7.8 The Lessor will not in any way be responsible to the Lessee and the Lessee will have no claim whatsoever against the Lessor arising out of the failure on the part of the carrier to effect delivery of Goods in accordance with the Lessee's instructions.

Note: please refer to the provision under costs (clause 16 below) where the issue is dealt with.

8. RENTAL AND OTHER COSTS

- 8.1 One month's rental and full Transport Costs (delivery and collection) will be payable by the Lessee in advance on the Commencement Date, thereafter, monthly rental will be paid in advance as set out in clause 8.5 below.

- 8.2 In the event that there is an increase in the Transport Costs to be actually incurred at the time when the Goods are being collected ("Increase"), then the Lessee shall be liable to make payment of such Increase to the Lessor immediately upon receipt of an invoice for such amount and the Lessor shall furthermore ensure that everything that is required in terms of its internal procedures and policies have been complied with, including but not limited to ensuring that a purchase order for the Increase has been issued to the Lessor.

- 8.3 Prices are quoted in South African Rands (ZAR) and payable in South Africa.

- 8.4 The amounts quoted in the Lessors quotation /the Schedule is exclusive of VAT, and makes no allowance for customs, duties, clearing charges, import and export taxes as well as all other border related cost (if applicable), for which the Lessee shall be liable.

- 8.5 The rental payable to the Lessor is set out in the Schedule and will, save for the first month's rental which will be paid on the commencement date, be paid monthly in advance on or before the first day of each succeeding month.

- 8.6 The monthly rental will increase by 10% (TEN PERCENTUM) per annum (compounded) thereafter, even where the lease continues on a monthly basis.

- 8.7 The Lessor will be entitled to appropriate any payments received for or on behalf of the Lessee to any indebtedness of the Lessee however such indebtedness arises.

- 8.8 The Lessee will not be entitled to withhold payment for any reason whatsoever.

- 8.9 All rentals or other payments due by the Lessee to the Lessor in terms of the Agreement will be paid free of exchange at the Lessor's *domicilium* set out in the Schedule or at such other address as instructed by the Lessor, or by way of such method as the Lessor may direct.

- 8.10 Should the Lessee fail to pay any rental, or other amounts due to the Lessor, on the due date (from whatsoever cause), such overdue amount will carry interest at the maximum rate permissible in terms of the National Credit Act, Act 34 of 2005 (as amended) from the due date thereof to the date of payment (both days inclusive), without prejudice to the Lessee's other rights, compounded annually.

- 8.11 The lessor will withhold the right to any warranty work required until the account is paid in full.

- 8.12 Upon termination of this Agreement, the Lessee shall remain liable to make payment to the Lessor of the monthly rental until such time that the Goods have been returned to / collected by the Lessor.

- 8.13 The return of Goods across national – and international borders are dependent on compliance with all the relevant / applicable border clearing requirements, duties, taxes and other relevant import / export requirements and legislation. The Lessee will be responsible for all border clearance requirements and the costs relating thereto, to ensure that the Goods have cleared the relevant border Upon termination of this Agreement, the Lessee shall remain liable to make payment to the Lessor of the monthly rental until such time that the Goods have cleared the relevant border and has been returned to the Lessor in South Africa.

- 8.14 The Lessee shall be liable for all the costs and expenses actually incurred by the Lessor relating to the collection of the Goods upon termination, which shall be due and payable immediately upon demand.

9. DEPOSIT

- 9.1 The Lessee will, upon signature by it, pay the deposit to the Lessor equal which amount is set out in the Schedule.





- 9.2 The Lessor may apply the deposit towards the payment of any amount owing by the Lessee in terms of the Agreement.
- 9.3 If any portion of the deposit is so applied, the Lessee will immediately reinstate the deposit to its original amount.
- 9.4 Such deposit, or any balance remaining, will only be refunded to the Lessee after all amounts due by the Lessee to the Lessor will have been paid.
- 9.5 The Lessee is not entitled to deduct the deposit from the amount due in respect of the final rental payment.

10. INSURANCE

- 10.1 The Lessor will insure the Goods for the full period of this Agreement.
- 10.2 The Lessee will adequately insure its property found in the Goods against, but not limited to, theft, damage, or destruction thereof.
- 10.3 In the event of the Goods being lost, stolen, damaged or destroyed whether by an insured risk or any other cause, the Lessee will immediately notify the Lessor.
- 10.4 The Lessee will be responsible for any excess applicable under the terms and conditions of the Lessor's insurance policy.
- 10.5 Notwithstanding the provisions of this clause, the Lessor will be entitled, without prejudice its other rights to recover from the Lessee compensation for any loss or damages sustained by the Lessor as a consequence of such event of this clause in respect of which, no compensation is obtained by the Lessor under the said insurance.

11. USE OF THE GOODS

- 11.1 The Lessee is deemed to have acknowledged that the Goods are in good order and condition upon delivery.
- 11.2 The Lessee will, at all times, keep the Goods in its possession, take all reasonable care in the use of the Goods and will, at its own expense maintain it in good condition, and where applicable, in proper working order and protect it from loss, theft or damage. Nothing contained in this Agreement shall relieve the Lessee of this duty.
- 11.3 The Lessee will at its own expense keep the Goods free from any legal process and will not without prior writer consent of the Lessor, sell, let, loan, pledge, transfer, assign, mortgage, charge or encumber or otherwise dispose of, deal with or part with possession of the Goods or any interest therein under the Agreement, in any way or permit any lien to arise in respect of the Goods.
- 11.4 The Goods will only be used for the purpose for which it was designed and/or intended. The Lessee will comply and procure compliance with any specifications, instructions, and recommendations of the Lessor in respect of the Goods.
- 11.5 In addition to any/all other specifications, instructions and recommendations issued by the Lessor from time to time, the Lessor hereby issues the following instructions, and the Lessee agrees to comply therewith:
- 11.5.1 as soon as the Goods have been delivered and sited, the Lessee shall at its costs ensure that the Goods are properly anchored to the ground to prevent adverse weather conditions from affecting the stability of the Goods;
- 11.5.2 in so doing, the Lessee shall at its costs request the resident engineer on the site where the Goods have been delivered (or in the absence of a resident engineer, any other competent engineer) to provide specifications, oversee and approve the anchoring process;

- 11.5.3 The Lessee shall be liable for all claims made by third parties and/or damages suffered by the Lessor and/or any third party, relating to and/or arising from:
- 11.5.3.1 the execution of the Proposed Works;
- 11.5.3.2 the failure by the Lessee to discharge its obligations in terms of this clause 11.5.
- 11.5.4 The Lessee indemnifies the Lessor from all claims made by third parties and/or damages suffered by the Lessor and/or any third party, relating to and/or arising from:
- 11.5.4.1 the execution of the Proposed Works;
- 11.5.5 the failure by the Lessee to discharge its obligations in terms of this clause 11.5.
- 11.5.6 The Lessor is exempted from all and any liability whatsoever relating to and/or arising from the execution of the Proposed Works.
- 11.6 The Lessee will not make any alteration or modification to the Goods without prior consent of the Lessor. Any part or accessory, fixtures or fittings added to the Goods by the Lessee will, prior to the termination of the Agreement be removed by the Lessee. Any damage to the Goods caused by the removal will be at the Lessee's expense.
- 11.7 The Lessee will permit the Lessor, or the Lessor's agent or representative to inspect the Goods at all reasonable times and, for that purpose, will arrange for the admission of any such person to the place where the Goods are kept, installed, or sited. If the Lessor must comply with any requirements, related, but not limited to, health, safety, and the environment, prior to being admitted to the Lessee's premises where the Goods are kept, the Lessee will ensure, at its sole cost, that the Lessee's representative complies fully with such requirements.
- 11.8 The Lessee will, at all times, and its own expense, apply for and obtain all licenses, certificates, permissions, or exemption which may be required for or in connection with the use of the Goods and will at all times comply with the requirements of law relating thereto.
- 11.9 The lessor will ensure that an electrical COC is issued prior to delivery for each building. The lessee is responsible for retesting and issuing of a valid COC after connecting the unit to the electrical connection on site.
- 11.10 The Lessee is not authorized to create or allow a lien to arise over the Goods. Should any lien arise, the Lessor may discharge the lien and recover the cost of the discharge from the Lessee on demand.
- 11.11 Notwithstanding the means used to install the Goods, under no circumstances will the Goods accede to the property where they are kept, sited and/or installed or to any other property or assets. The siting and/or installation will in no way affect the Lessor's right of ownership, access to the Goods or right to collect the Goods.
- 11.12 The delivery truck and trailer should have unrestricted access (height 4.5m) to the site.
- 11.13 The lifting equipment requires additional space of 1m from all 4 corners of the unit for offloading.
- 11.14 The Lessor will be entitled at any time, to affix to the Goods such plates, signs, or other notices of its ownership thereof as it may think fit, if so required, the Lessee will on behalf of the Lessor affix such plates, signs, or notices.
- 11.15 The Lessee will not, without prior consent of the Lessor, remove or permit the removal of the Goods from the delivery address.
- 11.16 The Lessee may not cede or assign any of its rights or obligations under the Agreement without the prior consent of



the Lessor and will also return the Goods to the Lessor in the same condition as at date of delivery thereof, fair wear and tear expected.

12. AIR-CONDITIONERS

Air-conditioners will only be supplied by the Lessor on the following terms and conditions:

- 12.1 Air-conditioner cut-outs will be fabricated at the Lessor's factory.
- 12.2 Air-conditioner units will be supplied loose inside the Goods.
- 12.3 Air-conditioner units will be fitted by the Lessor's delivery staff.
- 12.4 In all instances, should services be required on all air-conditioners fitted in the Goods, such service will be provided by the Lessor on the following terms, and on demand:
 - 12.4.1 cost of transport to and from site at the Lessor's ruling rates applicable from time-to-time.
 - 12.4.2 cost of labour at the Lessor's ruling rates applicable from time-to-time.
 - 12.4.3 subsistence cost equal to an amount necessary to accommodate the amount or people required to affect the services; and
 - 12.4.4 All reasonable meal and non-alcoholic beverage costs.
 - 12.4.5 Alternatively, the Lessee may engage the services of a local registered air-conditioner contractor at the Lessee's expense.
- 12.5 Performance of wall mounted air conditioners:

Should the Goods be fitted with air conditioner unit, the following terms and conditions will apply:

 - 12.5.1 The Lessee will ensure that there is no restriction in air flow from the outside fan area; the air conditioner is not positioned up against another building/structure; capacity of all wall-mounted air conditioner units is limited; and clean the indoor filter in monthly regular intervals.
 - 12.5.2 Winter Heating – Air conditioner units will have limited heating performance when:
 - a) Outdoor temperature is very low.
 - b) Rear of Air conditioner is positioned in the shade.
 - c) Wind chill factor drops the outdoor temperature.
 - d) Indoor filter is not clean.
 - e) Should these conditions occur, supplementary electrical heating equipment would be required which shall be at the Lessee's expense and risk.

13. INDEMNITY

- 13.1 The Lessee hereby indemnities and holds the Lessor harmless against all loss, injury, damages, illness, death, fires, penalties and claims, howsoever arising from, or connected directly or indirectly with the use or possession of the Goods which is caused to the Lessee's property or to that of its employees or contractors, whether or not such claims are caused by any act or omission of the Lessee or Lessor including but not limited to all loss, damage or destruction to the Goods arising from

the ground conditions where the Goods are installed and/or sited.

14. NOTIFICATION TO LANDLORD, OWNER AND MORTGAGEE

- 14.1 The Lessee will, upon the signature date, notify the Lessor in writing of the name and address of every landlord, owner, or mortgagee of the property on which the goods are to be installed and/or sited.
- 14.2 The Lessee will, before the Goods are brought onto or installed and/or sited at the delivery address, notify the existing of prospective landlord, owner, or mortgagee of such property in writing of the Lessor's ownership of the Goods, and will give a similar notification to any landlord, owner, or mortgagee of the property.

15. BREACH

Should the Lessee:

- 15.1 default of any rental or other amount due to the Lessor, or
- 15.2 cancel this Agreement at a time which it is not entitled to do so or breach any of the terms and conditions (all of which are considered material), of this Agreement, or
- 15.3 commit any act of insolvency, or
- 15.4 suffer any judgment by default to be entered against it and fail to take steps to rescind such judgment within / (SEVEN) days of its coming to its knowledge or fail to satisfy such judgment with 7 (SEVEN) days of the refusal of rescission thereof, or
- 15.5 be provisionally or financially sequestrated or placed under judicial management or be wound up, whether compulsory or voluntarily, or
- 15.6 abandon or destroy the Goods, or
- 15.7 allow the Goods to be seized under legal process issued against the Lessee, or then, and upon the occurrence of any of these events the Lessor will have the right at its election, without prejudice to any other rights to immediately:
- 15.8 cancel the Agreement, take possession of the Goods, and claim immediate payment of all amounts outstanding due to it as at date of cancellation, and
- 15.9 claim the balance of rentals for the unexpired term of the Agreement, as a result of the early cancellation thereof, or
- 15.10 if the Goods are destroyed, cancel the Agreement, claim the replacement value thereof which value will be certified by the Lessor and claim the balance of the rentals for the unexpired term of the Agreement, all of which will be deemed to be due and payable immediately.
- 15.11 The Lessor will be entitled to, in addition to the above, retain all money paid by the Lessee, whether by way of rentals, deposits or otherwise.

16. COST

The Lessee will be liable to the Lessor for all costs and expenses howsoever arising and which may be incurred by the Lessor in taking possession of the Goods, including but not limited to transportation costs, and recovering all amounts due by the Lessor hereunder, including all legal costs and expenses on the attorney and client scale including tracing charges and collection commission.

17. TERMINATION ON TOTAL LOSS

The Agreement will terminate immediately if the Goods are lost or stolen and not recovered within a period of 21 (TWENTY-ONE) days or are destroyed or damaged beyond repair. The Goods will be deemed to be destroyed or damaged beyond repair only if the insurer of such Goods elects to treat them as a total loss or if the



Lessor notifies the Lessee in writing that in its opinion the Goods have been destroyed or damaged beyond repair.

18. FORCE MAJEURE

- 18.1 In this clause "Force Majeure" means an exceptional event of circumstances:
- 18.1.1 which is beyond a party's control.
 - 18.1.2 which such party could not reasonably have provided against before entering into the Agreement.
 - 18.1.3 which, having arisen, such party could not reasonably have avoided to overcome; and
 - 18.1.4 which is not substantially attributable to the other party.
 - 18.1.5 The Lessee will be required to provide proof of its financial wellbeing/status in order to claim force majeure.
- 18.2 Upon becoming aware of circumstances giving rise to a breach or likely breach of its obligations because of a Force Majeure Event the party so affected will forthwith give notice to the other thereof, providing details of the circumstances and the period they are likely to cause the breach to last. Upon such notice having been given the performance of such party's obligations will be suspended during the period that the said circumstances persist.
- 18.3 Should a party be unable to fulfil a material part of its obligations under the Agreement for a period more than 28 (TWENTY-EIGHT) days due to the Force Majeure event, as contemplated herein, then either party will, in its sole discretion have the right to cancel the Agreement.
- 18.4 Neither party will have any claim against each other for any failure to carry out any of its obligations under the Agreement as a result of a Force Majeure event.

19. LESSOR'S INTERVENTION TO PROTECT ITS RIGHTS

If the Lessee fails to comply with the Agreement, the Lessor will have the right to affect such compliance (to protect any of its rights), on behalf of the Lessee and all costs and expenses incurred in effecting such compliance will be for the Lessee's account and is payable on demand.

20. LAW TO APPLY

The Agreement will in, all respects, be governed by the laws of the Republic of South Africa, and all matters in connection with the Agreement will be determined in accordance with such laws.

21. JURISDICTION

- 21.1 The Lessee hereby consents to the jurisdiction of the Magistrate's Court having jurisdiction over its person notwithstanding the fact that the claim may exceed or exceeds the jurisdiction of the Magistrate's Court.
- 21.2 Notwithstanding the foregoing, the Lessor will be entitled to, in its sole discretion, institute all or any proceedings connected with this Agreement against the Lessee in any division of the High Court of South Africa having jurisdiction.

22. PROOF OF AMOUNTS DUE

A certificate signed by any manager, accountant or director of the Lessor, whose capacity and authority need not be proved, will be *prima facie* proof of the matter of any evidence (or value for that matter) stated therein regarding any amount owing by the Lessee and the interest rate applicable.

23. DOMICILIUM

- 23.1 The Parties hereby respectively choose their *domicilium citandi et executandi* for all notices and processes to be given or served in pursuance hereof at their address set out in the Schedule to the Agreement which shall not be a postal address.
- 23.2 The Parties will be entitled to change their *domicilium* from time to time provided that any new *domicilium* selected by them will be situated in the Republic of South Africa, will be an address other than a postal address, and any such change will be affected only upon receipt of notice by the other Party of such change.
- 23.3 All notices, demands or communications intended for either Party will be made or given in writing at such Party's *domicilium* for the time being, and if forwarded by prepaid registered post, will be deemed to have been received 5 (FIVE) days after the date of posting.

24. DISPUTED CANCELLATION

In the event of the Lessee disputing the cancellation of the Agreement by the Lessor, the Lessee will be obligated to continue to pay the rentals in terms thereof and should the dispute be determined in favour of the Lessor then such payments are deemed on account of damages.

25. INDULGENCE

Any indulgence shown, extension given or right waived relating to the payment or rent or other matter or thing hereunder will in no way operate as an estoppel against the Lessor nor in any way limit the Lessor's rights hereunder or modify or alter them and the Lessor will be entitled at any time to exercise the Lessor's rights hereunder as though no indulgence were shown, extension given or right waived nor will any such indulgence or extension or waiver be deemed to be a novation of any of the terms and conditions of the Agreement.

26. CONFIDENTIALITY

- 26.1 This proposal contains information, which is confidential and may only be disclosed to your directors, employees, and agents for purposes of assessing Kwikspace suitability for this project.
- 26.2 If Kwikspace is not the successful bidder, all proposal documents must be returned or destroyed. The ownership of and all rights in respect of any patent, design, copyright, or proprietary knowhow relating to building design, floorplans and renderings remains with Kwikspace Modular Buildings (PTY) Ltd.
- 26.3 These designs are and shall remain the property of Kwikspace and shall not be reproduced or disseminated in any manner or form without prior written consent.

27. PUBLIC ANNOUNCEMENTS AND SOCIAL MEDIA

- 27.1 The Lessee shall not make any public announcement, public disclosure, social media post with regards to this Agreement and/or the Goods rented in terms of this Agreement and/or any incident arising from the rental of the Goods in terms of this Agreement or refer to same in its promotional or marketing material and will refrain from disclosing the existence and contents of this Agreement to any Third Party, except with the Lessor's prior written consent.

28. PROTECTION OF PERSONAL INFORMATION (POPI)

- 28.1 Please refer to our website for our POPI Protocol.





29. ENTIRE CONTRACT

29.1 The Agreement constitutes the entire Agreement between the Parties. No variance of the terms and conditions of this Agreement will be of any force or effect unless reduced to writing and signed by the Parties hereto. No prior representation or guarantee given by the Lessor to the Lessee will have any force or effect unless specifically incorporated herein.

29.2 Each Schedule executed by the parties, will together with this Appendix 1 - Kwikspace Modular Buildings (Pty) Limited – General Terms and Conditions of Lease, and all other documents referred to therein, constitute a separate lease agreement executed between the parties.

29.3 The rental of the goods will be subject to the terms of the relevant Schedule executed between the parties, read in conjunction with this Appendix 1 - Kwikspace Modular Buildings (Pty) Limited – General Terms and Conditions of Lease, and all other documents referred to therein.

29.4 It is specifically agreed that:

29.4.1 the terms contained in this Appendix 1 - Kwikspace Modular Buildings (Pty) Limited – General Terms and Conditions of Lease constitute the Lessor's standard contractual terms of lease. As such, it is agreed that the Lessor will not be required to affix its signature on this document.

29.4.2 The terms and conditions contained in this Appendix 1 - Kwikspace Modular Buildings (Pty) Limited – General Terms and Conditions of Lease will be binding on the Lessor once the Lessee signs same;

29.4.3 the Parties agree to the terms and conditions contained herein;

29.4.4 the terms and conditions contained herein will apply to all Schedules executed between the Parties;

29.4.5 The terms contained in this Appendix 1 - Kwikspace Modular Buildings (Pty) Limited – General Terms and Conditions of Lease will be binding on both parties, once the Lessee has signed same.

Signature:

Date:

Rev 2026 – 02 (Aug)

For and on behalf of Lessee:

Signed at _____ on _____ day

of _____ 2025.

Company Name:

Registration Number:

Representative Name (Duly authorized):



Lessee Initial