



**Pecanhood Integrity Ltd.**

**'Your Asset Integrity management partner'**

# Standard Commercial Terms

Pecanhood (Pty)Ltd T/A Pecanhood Integrity Ltd. – valid as of 23 January 2024

## 1. Rates of charge, disbursements and payments.

- 1.1 Engineering and Project management services are undertaken at hourly and daily rates based upon time spent on the project /assignment/ investigation by the persons working thereon. In addition, changes may, where appropriate, reflect other discretionary factors such as emergency situations e.g. pipeline leak with severe consequences. The rates applicable will be revised from time to time, usually annually, and you will be informed of the revised rates as and when the changes are implemented. By using and accepting our services, you agree to the rates on our quotes and as reflected in our invoice.
- 1.2 Payment of our fees is to be made within 14 (fourteen) days of the date of our monthly invoice in respect thereof.
- 1.3 Our fees generally include overheads, secretarial and other administration costs. Other expenses and disbursement undertaken on behalf of you from time to time during project/ business solicitation, project execution, engineering services are required to be reimbursed to us on presentation of an invoice in respect thereof.
- 1.4 Commercial fees or partner commission fees shall be applicable when a particular project or business transaction applies to Pecanhood Integrity providing technical advisory services, soliciting of business, commercial and technical support to the partner entity. The commercial fee or partner commission is negotiable upfront by both Pecanhood Integrity and the business partner. This fee shall be reflected on quotations and on the commercial contracts. The fees shall be invoiced and payable at completion of the project execution or business transaction.  
Without intending to be exhaustive as to the disbursements that may be incurred, these include and will be charged as follows:

| <b>Disbursement type</b>    | <b>Rate</b>  |
|-----------------------------|--|
| Accommodation               | At cost + 10%  |
| Air travel                  | At cost + 10%  |
| Motor vehicle hire          | At cost + 10%  |
| Travelling by motor vehicle | R6,45 per km for Pecanhood vehicle or company owned or personal or charged hire tariff (whichever may be applicable) |
| Parking fees                | At cost  |
| Meals and refreshments      | At cost or at an agreed daily rate   |
| Toll fees                   | At cost  |
| Lever arch files            | R75,00   |
| Dividers                    | R25,00   |
| CD'S                        | R40,00   |
| Courier/Logistics           | At cost + 10%  |
| Forex                       | At cost charged by the bank  |

- 1.5 In the event of non-payment of any invoice or account within the time period stipulated, interest will accrue thereon at the rate of 2%(two percent) per annum above the prime lending rate charged by our banker from time to time (presently being ABSA BANK as certified in the event of any dispute by any manager of our bankers whose appointment and designation it shall not be necessary to prove.) Such interest will be charged from the due date of payment on the invoice.
- 1.6 If money is owed to us at any time during or after duration of the applicable contract and is in arrears, you must pay the debt when we demand it. We will send you letters of demand signed by the director (whose appointment we do not have to prove which will show the amount of the debt. You will accept that the letter of demand is sufficient evidence without further explanation of the amount of the debt by when the debt is due. If you dispute the amount or the date by when you must pay, you must prove that the amount is not owing or that it is not owing by the date shown on the demand letter. Other circumstances for non-payment maybe due to errors in calculations and/or any other exceptions which could or might be taken in respect thereof. You expressly agree that you are fully acquainted with the meaning and effect of all the above.
- 1.7 Payment(s) is/are to be made without deduction or set off and payment shall not be withheld or deferred in account of any claim, counterclaim or set-off or for any other reason whatsoever.
- 1.8 Please note that we do not authorize the use of postal service or cash in transit service for the payment of any amount due to us and although you are at liberty to deliver payment directly our offices, we don't prefer payment in cash however payments should be made directly into our bank account. The bank details are as follows:

**ACCOUNT HOLDER: Pecanhood (Pty) Ltd**  
**BANK NAME: ABSA**  
**BANK ACCOUNT NO: 4104576408**  
**BRANCH CODE: 632005**  
**SWIFT CODE: ABSA\_ZA\_JJ**

## 2. Dispute/Complain

2.1 Any dispute or complain arising out of or in connection with any agreement in reference to these Standard Commercial terms or any mandate carried out by us on your behalf, shall be final resolved in accordance with the Engineering Council of South Africa (ECSA) or arbitration arrangement as spelled out on the contractual agreement.

## 3. Acceptance and applicability of the terms and conditions

3.1 Take note that all Engineering and Project management works undertaken by us are strictly in accordance with the terms and conditions set out herein and all mandates, instructions, work order variations, furnished to us shall be deemed to be in accordance with these terms and conditions.

For the sake of acceptance good practice, we request that you kindly signify acceptance by signing in the space provided for hereunder and return one duly signed original version to us.

In the event these terms and conditions are not signed by you or us or both, they will be deemed binding immediately upon the request for the provision of any of our services to you, whether charged for or not

## 4. Amendments of terms and Increase in fees

4.1 We will from time to time amend and improve these terms and conditions as the need arise based on lessons learnt from the industry, Changes in Arbitration act(s) and other legislation changes.

A notice will be communicated on our website informing the public and a special communication will be sent out to our clients and partners.

4.2 **Increase in fees:** We review the fees we charge for manhours, disbursements from time to time by an amount we consider reasonable and in line with inflation figures. We will aim to give you at least 1(one) month calendar notice on increase in fees. You have the right to cancel any active contract if the increase in fees is to an amount which you cannot accept

**Signed by Client**

Date.....

Name of designated person .....

Signature .....

**Signed by the Service provider (Pecanhood Integrity Ltd)**

Date.....

Name of designated person .....

Signature.....