



MAXX CONCRETE

STANDARD TERMS & CONDITIONS

Concrete supply | Pumping | Placement | Finishing | Testing | Subcontract works

DOCUMENT APPLICATION

These Standard Terms and Conditions apply to quotations and subcontract offers issued by Maxx Structures (Pty) Ltd through its Maxx Concrete division. They must be read with the relevant quotation, bill of quantities, project commercial schedule, approved concrete call-offs, identified ready-mix or pumping supplier confirmations, and any signed project-specific deviation schedule.

Legal entity	Maxx Structures (Pty) Ltd Maxx Concrete division
Registration no.	2026/150908/07
VAT no.	467 020 6871
Version	3.0 - October 2026
Applicable law	Republic of South Africa
Contact	+27 76 866 4558 info@maxxstructures.co.za
Address	7th Floor, West Office Tower, Canal Walk, Century City, Cape Town, 7441

CONTRACT STATUS

Where the Quotation refers to these terms, acceptance of the Quotation constitutes acceptance of this document, subject only to project-specific deviations expressly agreed in writing by an authorised Maxx representative.

QUOTATION ACCEPTANCE & PROJECT COMMERCIAL SCHEDULE

This schedule records the project-specific commercial and concrete basis. It forms part of the Quotation and should be completed before supplier booking, mobilisation, pumping or the first concrete call-off.

Client / Main Contractor legal name	Registration / VAT no.	
Project name	Site address	
Quotation no.	Quotation date	
Scope / trade	Ready-mix supply / pumping / placement / finishing / combination	Accepted amount R_____ excl. VAT
Client representative	Email for notices	
Maxx representative	Email for notices	
Ready-mix / pump supplier	Supplier quote / revision	
Pricing / supplier base date	Price adjustment	Quotation / supplier escalation / CPAP / diesel surcharge
Programme / pour basis	Completion basis	Package / pour / duration

Selected contract framework

- ☐ Maxx Quotation and these Standard Terms and Conditions only.
- ☐ JBCC Nominated/Selected Subcontract Agreement, Edition 6.2 - June 2024, with completed Contract Data.
- ☐ MBSA Domestic Subcontract Agreement - May 2018, used with the compatible JBCC PBA May 2018.
- ☐ MBSA Domestic Subcontract Agreement - May 2018 together with a signed alignment / deviation schedule for a later main-contract edition.
- ☐ Other signed subcontract: _____.

COMPATIBILITY NOTE

The MBSA Domestic Subcontract Agreement dated May 2018 is intended for use with the JBCC Principal Building Agreement Edition 6.2 - May 2018. If a later JBCC edition or another main contract is used, project-specific alignment and deviations must be agreed in writing.

COMMERCIAL & CONCRETE PARTICULARS

Claim valuation date		Claim submission date	
Payment advice / certificate date		Payment due date	
Default payment cycle	JBCC-linked / 30 days / other	Tax invoice lead time	2 working days after remittance advice
Retention	None / ____% capped at R_____	Construction security	None / Fixed / Variable
Payment guarantee	Yes / No	Advance / deposit	R_____
Programme start		Programme duration	
Package / practical completion		Final completion	
Penalty / damages	None unless expressly agreed	P&G / standing basis	As Quotation / time and cost

Concrete trade assumptions

Scope basis	Concrete supply / pumping / placement / finishing / testing only as expressly listed in the Quotation and BOQ.
Mix basis	Strength, exposure, aggregate, slump / workability, cement and additives as stated in the approved call-off or specification.
Supplier / pricing	Current identified ready-mix / pump supplier confirmation; escalation, fuel or diesel and other supplier charges as stated.
Call-off / notice	Minimum 72 hours written notice unless a longer supplier cut-off is stated; each call-off must confirm quantity, mix, date and time.
Pump / placing basis	Pump type, access, boom / pipe requirement, setup, placing route and pour duration as stated in the Quotation.
Testing / finish	Test cubes / slump / reports and finish requirements included only where expressly listed.
Client attendance	Safe access, banksmen, traffic control, pour readiness, power / water where required, security and coordination unless included.
Curing / protection	Client responsibility after placement unless expressly included; late release or interruption may attract standing and supplier charges.

SUPPLIER SCHEDULE IDENTIFICATION

A ready-mix, pumping, testing or related supplier quotation, order confirmation or charge schedule is incorporated only when specifically identified in the Maxx Quotation or this schedule. Current project-specific mix, booking, delivery, pump and supplier-charge confirmations take precedence over generic defaults.

ACCEPTANCE OF QUOTATION & TERMS

Binding acceptance

The Client confirms that it has received the Quotation and these Standard Terms and Conditions, has had a reasonable opportunity to read them, and agrees that they form part of the Contract.

How the Quotation may be accepted

- signature of the Quotation, Project Commercial Schedule or acceptance block;
- issue of a purchase order, letter of award, subcontract instruction or written order referring to the Quotation;
- acceptance by email, recognised electronic signature or other retrievable electronic communication by an authorised representative;
- payment of a deposit, advance payment, supplier booking amount or part of the quoted price;
- instruction to procure, book, dispatch, deliver, pump, place, finish, test, reserve plant or labour, or commence any part of the Works; or
- granting site access and knowingly accepting performance under the Quotation.

Client purchase-order terms

A purchase order is treated as an administrative instruction and confirmation of quoted scope and price. Printed, linked or incorporated Client terms do not amend the Quotation or these terms unless each deviation is expressly recorded in a written deviation schedule accepted by an authorised Maxx representative.

Authority

The person signing, issuing an order, approving a call-off or instructing commencement warrants that he or she is authorised to bind the Client. A request for clarification or revision, without an instruction to proceed, is not acceptance.

Client acceptance

Name

Capacity

Company

Date

Signature

Purchase order

Email

Mobile

Witness

Witness signature

ACCEPTANCE STATEMENT

By signing or accepting electronically, the Client confirms acceptance of Quotation no. _____ and Standard Terms and Conditions Version 3.0 dated October 2026.

STANDARD TERMS & CONDITIONS

The clauses below apply to all Maxx Concrete quotations, ready-mix supply, pumping, placement and related subcontract works unless expressly varied in the Project Commercial Schedule or a later signed subcontract.

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IMPORTANT

No undisclosed main-contract clause, specification, programme, policy, online term, supplier condition, call-off rule or attendance schedule binds Maxx. General back-to-back wording does not incorporate obligations that were not provided before acceptance, specifically identified, relevant to the Works and commercially priced.

Quick commercial defaults

Item	Default unless the Quotation states otherwise
Quotation validity	30 calendar days, subject to supplier availability, pricing and disclosed assumptions.
Payment cycle	JBCC-linked / 30-day / other as selected in the Project Commercial Schedule.
Call-off notice	Minimum 72 hours written notice unless the identified supplier requires a longer booking cut-off.
Pricing adjustment	Supplier escalation, fuel / diesel surcharge and changed supplier rates recoverable on unbooked quantities where substantiated.
Waiting / returns	Supplier or Maxx rates apply where waiting, part-load, returned concrete, cancellation or re-establishment is caused by Client requirements or delay.
Pump / access	Safe truck and pump access, banksmen, traffic control and suitable pump position by Client unless included.
Curing / protection	Client responsibility after placement unless expressly included in the Maxx scope.

1. Definitions and interpretation

In these terms, "Maxx" means Maxx Structures (Pty) Ltd acting through its Maxx Concrete division. "Client" means the employer, main contractor, contractor, purchaser or other party accepting the Quotation. "Works" means the concrete supply, delivery, pumping, placement, finishing, supervision and other services described in the Quotation. "Quotation" includes the priced document, BOQ, clarifications, exclusions and accepted revisions. "Contract" means the documents that become binding under clause 2.

"Supplier Quotation" means a ready-mix, pumping, testing or related supplier quotation, order confirmation or charge schedule specifically identified in the Quotation or Project Commercial Schedule. "Supplier Charges" include waiting time, part-load, returned-concrete, cancellation, pumping, establishment, re-establishment, extra-pipe, static-line, testing, fuel or diesel, after-hours and similar charges stated in an identified Supplier Quotation. "Written" or "in writing" includes email and other retrievable electronic communication.

2. Quotation, validity and formation of Contract

Unless the Quotation states otherwise, the Quotation remains open for acceptance for 30 calendar days and prices exclude VAT. Supplier availability, supplier pricing, mix information, stated quantities, load assumptions, agreed programme, access, pump positioning, working hours, site readiness and other disclosed assumptions apply at the date of Quotation.

The Quotation and these terms are accepted by any event listed in the Acceptance section. The Client must retain the version of these terms and any identified Supplier Quotation issued or linked with the Quotation.

- Telephone or verbal instructions must be confirmed in writing. Maxx may act on urgent instructions reasonably believed to be authorised where delay would prejudice a booked pour, supplier dispatch or the Works.
- No discount, rebate, retention, guarantee, extended credit, free waiting time, free re-establishment or other deduction applies unless expressly priced and accepted in writing.
- Once ready-mix, pumping, testing, specialist labour, plant, transport or another supplier commitment has been booked or procured, the order is firm to the extent of commitments already incurred and applicable supplier cancellation terms.

3. Contract documents and order of precedence

If documents conflict, the following order applies unless a signed deviation schedule states otherwise: (a) a project-specific deviation schedule signed by both parties; (b) a signed standard-form subcontract and completed contract data; (c) the accepted Quotation, BOQ, clarifications and exclusions; (d) an identified Supplier Quotation solely for supplier-specific mix, booking, delivery and Supplier Charge details, subject to express Maxx qualifications; (e) these Standard Terms and Conditions; (f) issued construction drawings and specifications identified in the Quotation; (g) the accepted programme; and (h) the Client purchase order only for administrative particulars such as order number and billing address.

Supplier terms are not incorporated wholesale. Only the portions supplied before acceptance and specifically identified as relevant to the Works apply. They do not create a direct contract between the Client and the supplier, and the current Maxx Quotation or written booking confirmation prevails over inconsistent supplier schedules unless Maxx expressly agrees otherwise.

- Maxx is not bound by an undisclosed principal contract or by general wording that the subcontract is back-to-back.
- A flow-down obligation must have been supplied before acceptance, be specifically identified, be relevant to the Works and be priced or otherwise expressly accepted by Maxx. Obligations concerning design, penalties, warranties, insurance, security, programme risk or payment do not flow down merely by reference.

4. JBCC and MBSA standard-form application

Where the parties select a JBCC or MBSA form in the Project Commercial Schedule, that form governs procedures within its scope and these terms supplement it. Amendments and deviations must be recorded clearly and agreed by authorised representatives.

If no complete standard-form subcontract is signed before supplier booking, procurement, mobilisation or commencement, the Quotation, Project Commercial Schedule and these terms constitute the binding Contract. A later signed subcontract varies the existing Contract only to the extent that it expressly records the agreed changes.

5. Price, VAT, supplier escalation and P&G

The price is based on the stated scope, mix specifications, quantities, BOQ descriptions, load sizes, supplier allowances, programme, access, pump location, placing method, working hours, Client attendance and uninterrupted progress. VAT is added at the applicable rate. Errors, omissions or changed information may require repricing before the affected Works proceed.

Concrete, pumping and transport rates are fixed only for the quoted validity period and stated booking assumptions. Fuel or diesel surcharges, supplier escalation, changed batching or pump rates, after-hours charges and other

supplier increases arising after the pricing base date are recoverable on unbooked or unprocured quantities where supported by an identified Supplier Quotation or written supplier confirmation.

Where no formal price-adjustment formula is selected, proven increases in ready-mix, pumping, transport, labour, plant, testing, safety or specialist cost arising after the pricing base date and before the affected work could reasonably be performed are recoverable where the delay or change is not caused by Maxx.

- Part-loads, returned concrete, waiting time, pump establishment or re-establishment, extra pipe, static line, after-hours work, specialist finishes, testing, curing, washout or other items are excluded unless expressly included in the Quotation.
- Additional P&G, standing, supplier, plant or time-related charges may be included progressively in claims and are not deferred automatically to final account.

6. Quantities, measurement and final remeasurement

Unless clearly described as a lump sum, tender quantities are provisional and the Works are remeasured for progress claims and final account. Quantities derived from drawings are estimates. The Client remains responsible for confirming each concrete call-off quantity, pour sequence and any contingency quantity required for the pour.

Measurement follows the method stated in the Quotation or BOQ. If none is stated, recognised trade practice and actual supplier delivery records, pump records, placing records and signed delivery documentation apply. Concrete ordered and delivered in excess of the Client actual requirement remains payable where the order was based on the Client confirmed call-off.

7. Programme, call-offs, booking and continuity

Before commencement, the Client must issue and agree a construction programme showing information release dates, planned pour dates, work-front handovers and interfaces. Each call-off must state the delivery date and time, quantity, mix, strength, aggregate size, slump or workability requirement, admixtures where applicable, pump requirement, pour sequence and site-readiness details. Maxx requires at least 72 hours written notice unless the Quotation or Supplier Quotation states a longer booking cut-off.

The price assumes regular, continuous progress in the agreed sequence. Fragmentation, resequencing, interrupted pours, restricted access, extended duration, delayed preceding trades or return visits caused by matters outside Maxx control entitle Maxx to time and cost adjustments, including standing time, supplier charges, additional P&G, re-establishment, supervision, plant and labour inefficiency.

Acceleration, overtime, additional shifts, reduced booking notice, after-hours pours, resequencing or recovery programmes are not included unless agreed in writing. If instructed, Maxx may quote or proceed on demonstrated time and cost plus the Quotation markup.

8. Client attendance, access and pour readiness

Unless expressly included, the Client provides at no cost to Maxx safe and continuous site access; suitable truck and pump access; banksmen and traffic control; firm and level pump positioning; power, water and lighting where required; craneage or hoisting for ancillary equipment; security; inductions and permits; timely information, approvals and work-front release; and coordination with other contractors.

Before dispatch, the Client must confirm that the pour is ready, including formwork, reinforcement, embeds, sleeves, construction joints, access, pump position, labour, placing route and receiving area. The Client is responsible for protecting completed concrete after placement and for curing, unless curing is expressly included in the Quotation.

9. Instructions and authorised representatives

Only a person identified in the Project Commercial Schedule, signed subcontract or subsequent written notice may issue binding instructions, approve a call-off or vary a booked pour. Maxx may request proof of authority and written confirmation.

Instructions that change scope, mix, quantity, strength, slump, aggregate, additive, sequence, delivery time, pump requirement, access, placing method, finish, testing, programme, working hours or risk are variations even if described as clarification, coordination, making good or compliance.

10. Variations, extras and additional work

No variation is required to proceed without a written instruction or written confirmation of an urgent instruction. Where delay would result from waiting for final price agreement, Maxx may proceed on a time-and-cost or provisional-rate basis after giving notice.

Variations are valued using applicable quoted rates where the work is similar and under similar conditions; adjusted rates where conditions differ; or demonstrated ready-mix, pumping, labour, material, plant, testing, supervision, transport and subcontract cost plus the Quotation markup. A Client change after supplier booking is subject to resulting cancellation, return, standing and re-establishment charges.

A disputed variation does not entitle the Client to withhold payment for undisputed work.

11. Notices, claims and time-related entitlement

Unless the applicable signed form prescribes another procedure, a party claiming additional time, expense or loss must give initial notice within 20 working days after becoming aware, or reasonably having become aware, of the event. A detailed and substantiated claim must follow within 40 working days, or within a reasonable extended period agreed in writing.

The Client must assess and respond to a properly detailed claim within 20 working days. Silence does not waive Maxx rights. Records may include programmes, call-offs, supplier confirmations, delivery notes, pump records, labour and plant returns, instructions, daily reports, photographs, testing records and cost documents.

12. Progress claims, payment, tax invoice, interest and bank verification

Maxx may submit progress claims on the dates in the Project Commercial Schedule and may claim measured work, supplied concrete, pumping, placing, materials, variations, waiting or standing time, P&G, supplier charges, escalation, interest and other amounts due. The Client must issue a detailed payment advice, certificate and recovery statement by the agreed date, identifying each valuation and deduction.

Where a JBCC-linked cycle is selected, the completed contract data governs. Where the Quotation alone applies, payment is due within 30 calendar days after a compliant claim unless an earlier date is stated. Payment to Maxx is not conditional on actual receipt by the Client from the employer unless a separately signed, prominent term states otherwise.

Maxx will issue a valid tax invoice within 2 working days after receiving the payment advice or remittance information needed to match the invoice. The Client must pay the undisputed amount by the due date. Overdue amounts bear interest at the rate stated in the selected standard form, or if none applies, at Maxx principal banker prime lending rate plus 6 percentage points per annum, subject to the maximum rate permitted by law.

Any notice changing Maxx banking details must be independently verified using a known Maxx contact before payment. Payment made to a fraudulent or unauthorised account does not discharge the Client payment obligation unless the change was genuinely authorised by Maxx.

13. Retention, guarantees and security

Quoted rates exclude retention, construction guarantees, bonds and surety unless expressly selected and priced in the Project Commercial Schedule. No retention or security may be introduced through a purchase order or later administrative document.

Where the Quotation alone applies and cash retention is specifically agreed, retention may not exceed 5% of each certified amount, capped at 5% of the original accepted subcontract sum; it reduces to 2.5% at practical completion and to zero in the final payment. No retention applies to VAT, supplier deposits, concrete paid for in advance or other separately paid procurement unless expressly agreed.

Maxx may require a payment guarantee, deposit, advance payment or reduced credit exposure before supplier booking or mobilisation where material exposure, supplier terms, credit-insurance limits or Client credit risk reasonably justify it.

14. Contra charges, set-off and withholding

A contra charge is valid only if the Client gives written notice within 7 calendar days after becoming aware of the event, states the contractual basis and amount, supplies supporting records, and gives Maxx a reasonable opportunity to inspect and remedy where appropriate.

No unilateral, estimated, global or unsupported contra charge may be deducted. The Client may withhold only the reasonably substantiated amount in dispute and must pay the balance. Emergency work by others may be undertaken without prior opportunity only where immediate action was reasonably necessary to protect persons or property.

15. Delays, waiting time, re-establishment and acceleration

Maxx is entitled to a reasonable extension of time and recovery of expense and loss where progress is affected by late information, changed pour dates, unavailable work fronts, delayed preceding trades, inadequate access, pump-position changes, unsafe conditions, abnormal stoppages, Client default or other events beyond Maxx control.

Recoverable amounts may include supplier waiting time, truck standing, pump standing, labour and supervision standing time, plant, transport, cancellation, rebooking, re-establishment, additional P&G and loss of planned productivity. Maxx must take reasonable steps to mitigate where practicable.

Acceleration or recovery measures apply only when instructed or agreed in writing and are valued separately. A pump, placing crew or delivery fleet held beyond the booked period may remain chargeable at the applicable supplier or Maxx rates.

16. Materials, supplier booking and advance payments

Concrete mixes, pumping, placing crews, special additives, testing, after-hours pours and other project-specific items are booked only after the required payment, approved construction information, confirmed call-off and written release have been received. A cash-sale or prepayment booking is not final until the relevant supplier issues its order confirmation and receives any required cleared funds or proof of payment.

Special-order, perishable, batched or dispatched concrete is non-returnable. Cancellation, supplier penalties, waiting time, demurrage, part-load, returned-concrete, pumping, re-establishment, testing and similar charges caused by Client instructions, quantities, access conditions or delay are for the Client account at the applicable quoted or confirmed rate.

Where a supplier booking or special commitment requires cleared funds by a stated cut-off, Maxx may require Client funds sufficiently in advance to meet that cut-off. Failure to pay in time may release the booking without liability to Maxx for the resulting delay.

17. Delivery, access, shortages, risk and title

Delivery dates and times are estimates made in good faith and are subject to supplier capacity, batching, traffic, weather, safe access and events beyond reasonable control. The Client provides safe and suitable access, banksmen, traffic management and an appropriate discharge or pump position unless expressly included.

An identified supplier may inspect the delivery address and determine safe vehicle type, payload or delivery method. Any resulting additional loads, part-load charges, smaller vehicles, pumping changes or return charges are valued under the applicable Supplier Quotation or written Maxx confirmation.

The Client must check each delivery ticket, mix designation and quantity before or during discharge and promptly record any apparent discrepancy. Concrete ordered and delivered in accordance with the confirmed call-off remains payable even if the Client later determines that less concrete was required.

Risk in supplied concrete passes to the Client on delivery and discharge at the agreed site point, except to the extent loss or defect is caused by Maxx. Title passes on full payment or when required under an applicable certified standard-form arrangement, whichever occurs first. Quality obligations expressly accepted under the Contract are not affected by transfer of risk or title.

18. Pumping, placing plant, equipment and protection

Pumps, pipes, hoses, tools, placing equipment and temporary plant supplied or controlled by Maxx or its supplier remain the property of their owner. The Client must not use, move, alter or permit removal of such equipment without written authority.

Pump establishment is based on the quoted access, boom reach, line length, pipe route and setup. Additional pipe, static line, boom restrictions, relocation, washout delay, re-establishment or additional setup caused by site conditions or Client changes is charged separately.

Damage, loss, blockage, contamination or unauthorised use caused by the Client, other contractors, unsuitable site conditions or misuse is charged at repair, cleaning or replacement cost together with associated labour, supplier and delay charges.

19. Quality, inspection, testing and defects

Maxx will execute the Works with reasonable skill and care and in accordance with the accepted specification and applicable project requirements. Ready-mix conformity is assessed against the accepted mix specification and the performance criteria confirmed before batching.

Maxx does not warrant performance characteristics that were not identified, analysed and accepted before batching, particularly for prescribed or specified mixes, pumpability, power floating, special exposure, finish, early strength or other performance criteria.

Test cubes, sampling, testing laboratory attendance and reports are included only where expressly stated in the Quotation or Supplier Quotation. The Client and professional team must provide timely inspection and acceptance of the pour readiness and any required testing arrangement.

The Client must give written notice of an alleged defect with sufficient detail and allow Maxx a reasonable opportunity to inspect and remedy. Third-party rectification cost is not recoverable without that opportunity except in a genuine emergency. Maxx is responsible only for defects proven to result from its workmanship, supplied concrete or expressly accepted responsibility.

20. Design, mix specification, placement information and curing

Unless specifically included and priced, Maxx does not accept design responsibility for the permanent works or for a concrete mix prescribed or specified by the Client or professional team. Supplier-designed concrete is quoted only to the performance criteria expressly identified and confirmed before batching.

The Client warrants that drawings, specifications, dimensions, levels, reinforcement, embeds, joint locations, placing sequence, finish requirements and instructions supplied to Maxx are complete, coordinated and suitable for construction. Errors, omissions or late changes entitle Maxx to time and cost adjustments.

Curing, protection after placement, construction-joint preparation, surface treatment, power-floating preparation, slip joints, cover blocks, plumbing and electrical fittings, builder work and permanent-work repairs are excluded unless expressly included. Defects caused by inadequate curing, weather, over-vibration, delayed discharge, substrate movement or interference by others remain outside Maxx responsibility unless caused by Maxx breach.

21. Health, safety and statutory compliance

Maxx will comply with applicable occupational health and safety law for its scope and maintain the safety documentation stated in the Quotation. The Client remains responsible for principal-contractor duties, site-wide coordination, a safe workplace, suitable access, traffic management, inductions, permits, emergency arrangements and information concerning site hazards.

A safety file, project-specific statutory appointments, external safety officers, audits, edge protection, access systems or special traffic measures are included only as stated in the Quotation. The Client must provide a safe pump and truck setup area and keep unauthorised persons clear of delivery and pumping operations.

Maxx may stop or refuse unsafe work without breach. Resulting delay and reasonable cost are recoverable where the unsafe condition was not caused by Maxx.

22. Insurance, indemnities and limitation of liability

Each party maintains the insurance required by law and the signed Contract. The Client must provide evidence of principal-contract works insurance and public-liability cover on request. Maxx is responsible for insurance deductibles only where the insured event was caused by Maxx breach or negligence.

To the maximum extent permitted by law, neither party is liable to the other for indirect, special or consequential loss, including loss of profit or opportunity, except where such exclusion is prohibited by law. Maxx aggregate liability arising from the Contract is limited to the accepted subcontract sum, excluding liability that cannot lawfully be limited, fraud, wilful misconduct or gross negligence. Maxx is not responsible for permanent-work design, a mix prescribed by others, curing, setting-out information supplied by others, formwork or reinforcement failure, overloading, premature loading or interference by other trades.

23. Force majeure, supplier shortage and events beyond control

A party is not liable for delay or non-performance caused by an exceptional event beyond its reasonable control that could not reasonably have been foreseen, avoided or overcome. This may include batching-plant shutdown, cement

or aggregate shortage, pump breakdown, transport interruption, industrial action, severe weather, civil disturbance, regulatory restriction, major utility failure or other material supply-chain disruption.

The affected party must give prompt notice and take reasonable steps to mitigate. Maxx is entitled to an extension of time and to payment for work performed, secured materials, supplier commitments, protection, standing time, plant, demobilisation and remobilisation. If the event continues for more than 60 calendar days, either party may propose termination of the affected work on written notice.

24. Suspension and termination

If the Client fails to issue a required payment advice or certificate, fails to pay by the due date, fails to provide required security or insurance, prevents access, fails to provide safe or ready pour conditions, withholds necessary information, or commits another material breach, Maxx may give 10 working days written notice to remedy. If the breach continues, Maxx may suspend bookings, procurement, deliveries, pumping, placing or work without prejudice to payment, interest, time and cost rights.

Maxx may terminate after further written notice where a material default remains unremedied, the Client is insolvent or enters business rescue in circumstances that materially threaten payment, or prolonged suspension makes continuation unreasonable. On suspension or termination, Maxx is paid for work, supplier commitments, materials, cancellation charges, protection, demobilisation, reasonable overhead contribution and all other amounts due.

25. Completion, handover and final account

Interim, practical and final completion are determined under the applicable signed form or, if none applies, when the quoted concrete package is substantially complete and only minor items remain that do not prevent use of the completed work. Completion of Maxx scope does not include curing periods, strength development or later finishes that are outside the Quotation.

Maxx submits its final account within the period stated in the Project Commercial Schedule or within 30 calendar days after package completion if no period is stated. The Client must assess it within 20 working days. Retention and security are released at agreed milestones and may not be held for work outside Maxx scope.

26. Dispute resolution

The parties must first give written dispute notice and refer the matter to authorised senior representatives for a meeting within 5 working days. Undisputed obligations, including payment, continue.

Where a signed JBCC or MBSA form applies, its dispute-resolution procedure governs. Otherwise, the dispute is referred to adjudication, followed if necessary by arbitration in Cape Town under rules agreed by the parties or, failing agreement, the rules of the Association of Arbitrators (Southern Africa). A party may approach a court for urgent relief or recovery of an undisputed certified debt.

27. Notices and domicile

Each party chooses the physical and email addresses in the Project Commercial Schedule as its addresses for notices. A notice sent by email is deemed received on the first working day after transmission unless the sender receives a failure notice. Notices of suspension, termination or dispute should also be delivered by hand or reputable courier to the recorded physical address where reasonably possible.

A party must notify an address change in writing. Until then, the recorded address remains effective.

28. Credit assessment, POPIA, certificate of indebtedness and payment-default information

The Client authorises reasonable credit checks, trade-reference enquiries and credit-insurance enquiries for the purpose of assessing and administering the Contract. Personal information must be processed only for lawful business purposes and in accordance with applicable data-protection law, including POPIA where applicable.

Supplier booking, mobilisation and continued supply may be subject to an approved Maxx account, supplier terms, availability and adequate credit-insurance cover where applicable. Maxx may require cash before dispatch, a deposit, advance payment or payment guarantee where approval is unavailable or exposure increases.

A certificate signed by a Maxx director or authorised financial manager stating an amount due, the due date and interest calculation is prima facie evidence of that indebtedness, unless there is manifest error. Maxx may report an undisputed payment default to a registered credit bureau or lawful industry service only after required notice and legal compliance.

29. Cession, subcontracting, supplier engagement, confidentiality, intellectual property and publicity

The Client may not cede, delegate or transfer the Contract or payment obligation without Maxx written consent. Maxx may engage ready-mix suppliers, pump operators, laboratories, placing crews, transporters and specialist

subcontractors while remaining responsible for its contracted scope. Supplier engagement does not create a direct contract between the Client and the supplier unless expressly agreed.

Project-specific pricing, rate build-ups, supplier schedules, commercial proposals and operational arrangements are confidential and may be disclosed only to the Client professional team, funders, insurers, auditors or advisers who reasonably need them, or as required by law. This does not prevent disclosure of information already public or independently known.

Documents, call-off forms, methods, layouts and commercial material created by Maxx remain Maxx intellectual property. The Client receives a project-specific licence to use paid-for deliverables for the Works only.

Unless the Client reasonably objects in writing for confidentiality or security reasons, Maxx may place customary project signage and use non-confidential photographs and a factual project description for its portfolio, provided personal information and sensitive project details are not disclosed.

30. General provisions

The Contract constitutes the whole agreement on its subject matter. No amendment, variation, waiver or cancellation is valid unless recorded in writing and agreed by authorised representatives. A failure or delay in enforcing a right is not a waiver.

If a clause is invalid or unenforceable, it is severed or read down to the minimum extent necessary and the remaining clauses continue. Electronic records and signatures may be used. Clauses concerning payment, confidentiality, dispute resolution, liability, indemnities and accrued rights survive completion or termination to the extent necessary to give them effect. The law of the Republic of South Africa applies.

APPENDIX A - CONCRETE-SPECIFIC TERMS

A1. Mix specification, supply and performance basis

- Concrete mix, compressive strength, exposure class, aggregate size, cement type, slump or workability, admixtures, pumpability and finish suitability must be specified in the Quotation or approved call-off.
- Unless expressly confirmed in writing, supplier-designed concrete is quoted to meet only the performance criteria identified before batching. Pumpability, power floating, special exposure, early strength, colour, waterproofing or other performance requirements must be separately identified and accepted.
- For a prescribed or specified mix developed by the Client or professional team, Maxx does not warrant characteristics that were not analysed or accepted by the supplier before batching.
- Material certificates, test information or supplier traceability documents are supplied only to the level stated in the Quotation or specification.
- A change to an approved mix, quantity, additive, delivery sequence or performance requirement after supplier booking is a variation and may trigger supplier charges.

A2. Call-offs, quantities, booking and delivery

- The Client confirms each call-off quantity, delivery schedule, mix, pour sequence, access, pump position and site readiness. Additional same-day concrete is subject to supplier availability, written confirmation and advance payment where required.
- Delivery times are estimates made in good faith. The Client must maintain truck and pump access and must not instruct dispatch until the work front is ready to receive concrete.
- Concrete ordered and delivered in excess of the Client actual requirement is charged at the full applicable rate where Maxx ordered in accordance with the confirmed call-off.
- Any supplier site inspection, payload restriction, route requirement or smaller-vehicle requirement may affect the number of loads and applicable transport or part-load charges.

A3. Pumping, placement and finishing interface

- Pump establishment and pumping are based on the quoted boom reach, pipe length, static-line requirement, pump position, access and expected pour duration. Additional pipe, relocation, re-establishment or non-standard setup is separately charged.
- Where placement or slab-laying services are included, the rate applies to the method, crew, access, pour size, sequence and finish stated in the Quotation. Additional labour, extended hours, fragmented pours or rework caused by matters outside Maxx control are variations.
- The Client remains responsible for formwork, reinforcement, embeds, levels, joint layout, approved pour sequence and readiness before placement unless any of those items are expressly included in the Maxx scope.
- Power floating, special finishes, surface tolerances or specialist finishing requirements are included only when expressly described and priced.

A4. Supplier charges, waiting, returns and cancellation

- Part-load, returned-concrete, waiting-time, cancellation, pump establishment, pump-rate, extra-pipe, re-establishment, static-line, test-cube, environmental, after-hours, fuel or diesel and similar charges apply at the rates in the Maxx Quotation or identified Supplier Quotation.
- Any included waiting-time allowance applies only where expressly stated. Time beyond the allowance is charged at the applicable supplier or Maxx rate and may include truck, pump, labour and supervision standing.
- Late cancellation or a change after batching, dispatch or pump mobilisation is charged at the resulting supplier and Maxx cost. A supplier cash-sale booking is final only after its order confirmation and required cleared funds or proof of payment have been received.
- Maxx will identify the applicable project-specific supplier rate where more than one schedule or charge basis appears in a supplier document.

A5. Testing, curing, protection and defects

- Test cubes, sampling, laboratory testing, slump testing and reports are included only where expressly listed. The professional team remains responsible for specifying the testing regime and acceptance criteria unless Maxx has expressly accepted that responsibility.
- Curing, protection after placement, construction-joint preparation and permanent-surface treatment are excluded unless expressly included. The Client must protect fresh concrete from weather, impact, loading, contamination and interference by others.
- Maxx makes good only defects proven to arise from its workmanship or supplied concrete. Defects caused by design, a mix specified by others, unconfirmed performance requirements, weather, inadequate curing, over-vibration, late discharge, substrate movement or interference by other trades remain outside Maxx responsibility.

A6. Exclusions and Client interface works

- Unless expressly included, Maxx excludes formwork, reinforcement, cover blocks, cast-in items, sleeves, waterproofing, joints supplied by others, access scaffolding, craneage, permanent drainage, curing compounds, grinding, polishing, specialist repairs and ancillary builder work.

- The Client coordinates inspections, reinforcement, embeds, services, openings, formwork release, access and other trades so the pour is not delayed or interrupted. Delay after supplier dispatch may attract waiting, return or cancellation charges.
- Before each pour, the Client and professional team should inspect and release the work front. Any discrepancy must be reported before dispatch or placement where reasonably practicable.

APPENDIX B - STANDARD COMMERCIAL & CONCRETE DEFAULTS

These defaults apply only where the Quotation or an identified Supplier Quotation does not state a different project-specific requirement.

Commercial condition	Maxx default application
Quotation validity	30 calendar days unless the Quotation states otherwise; subject to supplier availability, programme and disclosed assumptions.
Quoted scope	Supply, pumping, placement, finishing, testing and ancillary work only to the extent expressly listed in the accepted BOQ / Quotation.
Mix / performance	Only the mix and performance criteria expressly identified and accepted before batching are included. Prescribed mixes remain the Client / professional team responsibility.
Programme / call-off	Agreed programme required before commencement; minimum 72 hours written notice unless the identified supplier requires a longer cut-off.
Supplier escalation	Ready-mix, pumping, transport, fuel / diesel and other supplier increases on unbooked quantities are recoverable where supported by written supplier confirmation.
Remeasurement	Tender quantities are remeasured using actual delivery, pump, placing and signed project records unless clearly agreed as lump sum.
Part loads / returns	Part-load, returned-concrete and excess-delivery charges apply at the applicable Maxx or identified supplier rate.
Waiting / standing	Any free allowance applies only if expressly stated. Time beyond the allowance is charged at applicable truck, pump, labour and supervision rates.
Pump establishment	Quoted setup is based on stated access, boom / pipe requirement and position. Extra pipe, static line, relocation or re-establishment is additional.
Testing / cubes	Included only where expressly stated; otherwise test cubes, sampling, laboratory attendance and reports are additional.
Client attendance	Safe truck / pump access, banksmen, traffic control, formwork / reinforcement readiness, access, power / water where required, security and coordination unless included.
Payment	Selected JBCC-linked or agreed 30-day / other cycle applies; no pay-when-paid condition unless separately signed.
Retention	Maximum 5% where specifically agreed; no retention on VAT, supplier deposits or separately prepaid procurement unless expressly agreed.
Curing / protection	Client protects and cures placed concrete after handover unless curing or protection is expressly included.
Cancellation / after-hours	Late cancellation, after-hours pours, supplier rebooking and mobilisation charges are for Client account where caused by Client change or delay.

Project confirmation

Ready-mix supplier	Supplier quotation / revision
Supplier quote date	Pricing / escalation base date
Pump supplier / type	Pump establishment basis
Call-off notice / cut-off	Waiting / standing allowance
Part-load / return rate	Diesel / fuel surcharge basis

APPENDIX C - PROGRAMME, DELIVERY, PAYMENT & CLAIM ADMINISTRATION

Stage	Required action
1. Before acceptance	Attach the current Maxx Quotation and these terms; identify the standard form, supplier schedule, scope, mix basis, pumping, placing, payment terms and Client attendance.
2. Before supplier booking	Confirm official order, approved account or required deposit, approved mix information, planned quantities, pour dates, supplier cut-offs and authorised contacts.
3. Before each call-off	Confirm mix, quantity, date / time, pump requirement, placing method, access, work-front readiness, testing, finish requirement and Client representative.
4. Delivery / pump booking	Confirm vehicle and pump access, pump position, banksmen, traffic control, pipe route, delivery sequence and any abnormal access requirement.
5. Pour readiness	Obtain Client / professional-team release of formwork, reinforcement, embeds, levels, joints, access and the receiving area before dispatch where reasonably practicable.
6. Delivery / placing control	Maintain delivery tickets, quantities, start / finish times, waiting, returned concrete, pump records, labour, instructions, delays and photographs.
7. Testing / finish	Record cubes or other testing where included, observed workability, finish instruction, interruptions and any instruction affecting the pour.
8. Variations / delays	Issue prompt written notice and maintain supplier, labour, plant, supervision, waiting, cancellation, transport and P&G substantiation.
9. Progress claim	Submit measured work, deliveries, pumping, placement, variations, P&G, standing, supplier charges, escalation, previous certificates, retention, interest and VAT by the agreed date.
10. Payment	Pay the undisputed amount by the selected JBCC-linked or agreed 30-day / other due date.
11. Close-out	Agree delivered and placed quantities, variations and supplier charges progressively; complete outstanding testing records, retention release and final account.
12. Records	Retain call-offs, supplier confirmations, delivery notes, pump records, signed instructions, testing records and payment support with the project file.

CLAIM PACK MINIMUM

Cover sheet; cumulative valuation; delivery and pump records; supplier invoices / confirmations where relevant; measurement sheets; call-offs; previous certified amounts; written instructions and variations; labour / plant returns; testing records where included; delay, waiting and supplier-charge records; retention / security; contra-charge response; VAT summary; and banking details verified through Maxx fraud-prevention procedure.

APPENDIX D - MINIMUM COMMERCIAL PROTECTIONS

Unless specifically priced, negotiated and accepted in a signed deviation schedule, Maxx Concrete does not accept the following risk transfers:

- payment conditional on actual receipt by the Client from the employer, or payment periods longer than the selected or completed payment cycle;
- retention above 5%, retention without a monetary cap or clear release date, or security not priced in the Quotation;
- unilateral or unsupported contra charges, global set-off, or withholding the whole claim because a portion is disputed;
- incorporation of an undisclosed main contract, supplier policy, programme, attendance schedule or online document that may be changed after acceptance;
- unlimited liability, liability for consequential loss, or indemnities for the negligence or breach of the Client, employer, professional team, supplier or other contractors;
- permanent-works design responsibility, responsibility for a prescribed mix, fitness-for-purpose warranties or professional liability not expressly included and priced;
- responsibility for formwork, reinforcement, embeds, setting out, permanent-work levels, curing, protection, substrate condition or pour-readiness matters controlled by others;
- penalties or delay damages without an agreed programme, clear completion obligation, extension-of-time rights and a stated monetary cap;
- unilateral acceleration, reduced booking notice, resequencing, overtime, fragmented pours or extended duration without time and cost adjustment;
- free waiting time, part loads, returned concrete, pump re-establishment, extra pipe, static line, after-hours work, testing, fuel or diesel surcharges or other supplier charges unless expressly included;
- free power, water, craneage, traffic control, banksmen, access preparation, pump positioning, security, storage or access equipment unless expressly included;
- waiver of lien, suspension, adjudication, interest or other payment-security rights without a separately priced and signed agreement; and
- termination for convenience without payment for completed work, supplier commitments, concrete or plant already booked, cancellation charges, demobilisation and reasonable overhead contribution.

APPENDIX E - CONCRETE CALL-OFF & POUR CONTROLS

The following minimum information should accompany each concrete call-off and pour release. The purpose is to reduce wrong-mix, wrong-quantity, access, waiting-time, testing and supplier-charge disputes.

Control item	Required information / rule
Project / pour identification	Project name, site address, Client / contractor reference, level / element and pour reference.
Approved drawing / revision	Exact structural drawing, pour plan or instruction revision being used for the call-off.
Concrete mix	Strength / mix designation, exposure requirement, aggregate size, slump / workability, cement type and approved admixture where applicable.
Quantity / sequence	Total quantity, planned load sequence, contingency quantity if any, delivery interval and required start time.
Pump / placing method	Pump type, boom / static line, pipe length, pump position, placing route and crew / finish basis.
Access / traffic	Confirm truck route, gate / turning access, pump setup, banksmen, traffic control and any vehicle or payload restriction.
Pour readiness	Confirm formwork, reinforcement, embeds, joints, levels, receiving area, power / water where required and Client release.
Testing / finish	State test cubes / slump / other testing, laboratory or responsible party, surface finish and any special performance requirement.
Booking confirmation	Record supplier order / booking reference, dispatch contact and any payment or supplier cut-off condition.
Pour record / close-out	Record actual delivered quantity, start / finish time, waiting, returns, pump hours, extra pipe, interruptions, instructions and photographs; confirm delivery tickets, supplier charges, testing records, curing handover and any variation / delay notice.

ISSUE CONTROL & DOCUMENT APPROVAL

BEFORE ISSUE

Confirm that the current Quotation, scope, identified Supplier Quotation, mix and pumping basis, programme, call-off assumptions, Client attendance, payment terms, supplier-charge assumptions and any agreed deviations are attached or clearly referenced. This document should be reviewed for each project before acceptance.

Version history

Version	Date	Description	Status
2.1	August 2026	Prior Maxx Structures Concrete terms and conditions.	Superseded
3.0	October 2026	Corporate rebrand to Maxx Concrete; supplier, call-off, pumping, payment, testing and pour-control provisions updated.	Current

Document approval

Prepared by

Date

Reviewed by

Date

Approved for issue
by

Version

3.0 - October 2026

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