



# MAXX FORMWORK

## STANDARD TERMS & CONDITIONS

Formwork design | Supply | Erection | Striking | Back-propping | Subcontract works

### DOCUMENT APPLICATION

These Standard Terms and Conditions apply to quotations and subcontract offers issued by Maxx Structures (Pty) Ltd trading as Maxx Formwork. They must be read with the relevant quotation, bill of quantities, clarifications, project commercial schedule, temporary-works information and any signed project-specific deviation schedule.

|                  |                                                                                            |
|------------------|--------------------------------------------------------------------------------------------|
| Legal entity     | Maxx Structures (Pty) Ltd t/a Maxx Formwork                                                |
| Registration no. | 2026/150908/07                                                                             |
| VAT no.          | 467 020 6871                                                                               |
| Version          | 2.0 - October 2026                                                                         |
| Applicable law   | Republic of South Africa                                                                   |
| Contact          | +27 76 866 4558   <a href="mailto:info@maxxstructures.co.za">info@maxxstructures.co.za</a> |
| 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 formwork basis. It forms part of the Quotation and should be completed before design, equipment commitment or mobilisation begins.

|                                             |                                                            |
|---------------------------------------------|------------------------------------------------------------|
| Client / Main Contractor legal name         | Registration / VAT no.                                     |
| Project name                                | Site address                                               |
| Quotation no.                               | Quotation date                                             |
| Scope / trade                               | Design / supply / erect / strike / back-prop / combination |
| Accepted amount                             | R_____ excl. VAT                                           |
| Client representative                       | Email for notices                                          |
| Maxx representative                         | Email for notices                                          |
| Reference formwork system / schedule        | Reference quotation / revision                             |
| Programme / pricing base date               | Price adjustment                                           |
| Fixed programme / escalation / CPAP / other |                                                            |
| Cast / cycle basis                          | Completion / hire basis                                    |
| Structure / package / 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 & FORMWORK PARTICULARS

|                                   |                                               |                       |                                        |
|-----------------------------------|-----------------------------------------------|-----------------------|----------------------------------------|
| Claim valuation date              |                                               | Claim submission date |                                        |
| Payment advice / certificate date |                                               | Payment due date      |                                        |
| Default payment cycle             | Fortnightly / monthly / 30 days / JBCC-linked | 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    |                                        |
| Structure / package completion    |                                               | Final completion      |                                        |
| Penalty / damages                 | None unless expressly agreed                  | P&G / standing basis  | As Quotation / time and cost           |

### Formwork trade assumptions

|                          |                                                                                                                                |
|--------------------------|--------------------------------------------------------------------------------------------------------------------------------|
| Scope basis              | Design / supply / erection / striking / removal / back-propping only as expressly listed in the Quotation and BOQ.             |
| Temporary-works design   | Included / excluded / limited to identified formwork system; permanent-works design remains with the professional team.        |
| Finish / accuracy        | Rough / smooth / special smooth / fair-face; Class II / other as stated in the Quotation.                                      |
| Propping / back-propping | Single-volume propping height not exceeding 3.5 m unless stated otherwise; 100% / 75% / 50% default back-propping basis.       |
| Working surface          | Completed surface bed / prepared load-bearing platform / natural ground with separately priced soleplates.                     |
| Client attendance        | Setting out, levels, power, water, craneage, hoisting, access scaffolding, security, fencing and coordination unless included. |
| Commencement notice      | Minimum 72 hours before mobilisation, recommencement or a material change to a booked activity unless otherwise quoted.        |
| Site / equipment basis   | Safe access, storage, work-front release and protection of Maxx equipment by Client unless expressly included.                 |

### REFERENCE SCHEDULE IDENTIFICATION

A supplier, specialist designer or formwork system quotation, design brief, hire schedule or charge schedule is incorporated only when specifically identified in the Maxx Quotation or this schedule. Current project-specific rates, design limits, finish classes, hire periods, cycle assumptions and charges 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 or part of the quoted price;
- instruction to design, procure, deliver, mobilise, erect, adjust, strike, back-prop, reserve equipment 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 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 2.0 dated October 2026.

## STANDARD TERMS & CONDITIONS

The clauses below apply to all Maxx Formwork quotations, temporary-works design, equipment supply and subcontract works unless expressly varied in the Project Commercial Schedule or a later signed subcontract.

### Contents

|            |                                                                                                 |
|------------|-------------------------------------------------------------------------------------------------|
| 1-4        | Definitions; contract formation; documents; standard-form compatibility                         |
| 5-8        | Pricing; measurement; programme; access and Client attendance                                   |
| 9-13       | Instructions; variations; claims; payment; retention and security                               |
| 14-18      | Contra charges; delays; temporary-works design; delivery; equipment and protection              |
| 19-24      | Quality; setting out and finishes; safety; liability; force majeure; suspension and termination |
| 25-30      | Completion; disputes; notices; credit/data; cession; confidentiality; general provisions        |
| Appendix A | Formwork-specific design, finish, propping, striking and interface terms                        |
| Appendix B | Standard commercial and formwork defaults                                                       |
| Appendix C | Programme, inspection, payment and claim administration checklist                               |
| Appendix D | Minimum commercial protections and non-accepted risk transfers                                  |
| Appendix E | Formwork release, pour and striking controls                                                    |

### IMPORTANT

No undisclosed main-contract clause, specification, programme, policy, online term, formwork design brief, hire schedule 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 equipment availability, programme and disclosed assumptions.                                          |
| Payment cycle       | Fortnightly / monthly / 30-day / JBCC-linked as selected in the Project Commercial Schedule.                                       |
| Commencement notice | Minimum 72 hours before mobilisation, recommencement or material change to a booked activity.                                      |
| Finish / accuracy   | Rough formwork; Degree of Accuracy Class II only where stated in the Quotation / project specification.                            |
| Propping height     | Single-volume height not exceeding 3.5 m; 20% increase per additional 1.5 m or part thereof unless otherwise quoted.               |
| Back-propping       | 100% below active pour; 75% one floor below; 50% on the next floor down unless another basis is stated.                            |
| Client attendance   | Setting out, levels, power, water, craneage, hoisting, access scaffolding, working platform, security and fencing unless included. |

## 1. Definitions and interpretation

In these terms, "Maxx" means Maxx Structures (Pty) Ltd trading as Maxx Formwork. "Client" means the employer, main contractor, contractor, purchaser or other party accepting the Quotation. "Works" means the design, supply, delivery, erection, adjustment, striking, removal, back-propping, supervision and other formwork or temporary-works 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.

"Formwork Equipment" includes panels, shutters, beams, soldiers, props, shoring, scaffolding, platforms, braces, ties, ferrules, accessories, tools, plant and other temporary equipment supplied, hired or controlled by Maxx.

"Reference Schedule" means a supplier or specialist quotation, design brief, formwork schedule, order confirmation, hire schedule or charge schedule specifically identified in the 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. Equipment availability, design information, stated quantities, agreed programme, continuous progress, access, site services, working-platform conditions, finish requirements, Client attendance 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 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 the Works.
- No discount, rebate, retention, guarantee, extended credit, free hire extension or deduction applies unless expressly priced and accepted in writing.
- Once design, specialist manufacture, equipment allocation, transport or mobilisation has been committed, the order is firm to the extent of commitments already incurred.

## 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) these Standard Terms and Conditions; (e) issued construction drawings, specifications, temporary-works information and Reference Schedules identified in the Quotation; (f) the accepted programme; and (g) the Client purchase order only for administrative particulars such as order number and billing address.

An identified Reference Schedule is incorporated only for the quoted scope, formwork system, design limits, finish and accuracy class, measurement assumptions, propping height, stripping and back-propping basis, equipment, hire, access, safety, programme and other charges relevant to the Works. It does not replace the Quotation, create a direct contract between the Client and the specialist, or incorporate unrelated supplier trading terms.

- 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.

## 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 design, equipment commitment, 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, fixed-price assumptions and P&G

The price is based on the stated scope, quantities, BOQ descriptions, drawings, finish and accuracy class, propping heights, back-propping, site and ground conditions, sequence, programme, cast dates, access, 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.

Rates are fixed only for continuous progress in accordance with the agreed programme and within the stated quotation validity and duration. Fragmentation, resequencing, extended duration, return visits, delayed work fronts or lost repetition entitle Maxx to additional P&G, equipment hire, supervision, labour inefficiency, de-establishment, re-establishment and other demonstrable time-related cost.

Where no formal price-adjustment formula is selected, proven increases in labour, formwork material, equipment hire, transport, safety, plant 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.

- Soleplates, external access scaffolding, specialised joints, irregular work, work against existing structures, non-standard finishes, additional back-propping and work outside the quoted height or sequence are excluded unless expressly priced.
- Additional P&G, standing, hire 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 and do not transfer the Client or professional team responsibility to issue complete, coordinated construction information.

Measurement follows the method stated in the Quotation or BOQ. If none is stated, the identified edition of the Standard System of Measuring Building Work and recognised formwork practice apply. Surfaces, edges, risers, reveals, steps, joints, openings, curves, irregular shapes, existing interfaces, heights and repetition are measured separately where they materially affect method or cost. The default rate basis is a single-volume propping height not exceeding 3.5 m; unless another adjustment is quoted, the applicable rate increases by 20% for each additional 1.5 m or part thereof.

## 7. Programme, commencement and continuity

Before commencement, the Client must issue and agree a construction programme showing information release dates, formwork cycles, cast dates, stripping dates, back-propping periods, crane access, work-front handovers and interfaces. Maxx requires at least 72 hours written notice before mobilisation, commencement, recommencement or a material change to a booked activity unless the Quotation states a longer period.

The price assumes regular, continuous progress in the agreed sequence. If continuity is not maintained, Maxx may recover standing time, equipment-hire rates, supervision and labour cost, together with de-establishment and re-establishment. A delay exceeding 2 working days, excluding an event already allowed for in the Quotation, is evidence of a material interruption but does not limit recovery for a shorter costly disruption.

Acceleration, overtime, additional shifts, reduced cycle times, 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 site services

Unless expressly included, the Client provides at no cost to Maxx safe and continuous access; suitable work and laydown areas; setting-out points, datums, final levels and approvals; power, water and lighting; craneage, vertical hoisting and unloading; access scaffolding to vertical work; site security and fencing; traffic control, sanitation, inductions and permits; timely work-front handovers; and coordination with other contractors.

The Client must provide a completed surface bed or properly prepared, level and load-bearing working platform suitable for formwork and propping loads. Where work proceeds from natural ground, soleplates and additional preparation are separately charged, and the Client remains responsible for bearing capacity, drainage, settlement and stability. The Client must protect completed work and Formwork Equipment from damage, unauthorised use, movement, contamination, theft or removal by others.

## 9. Instructions and authorised representatives

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

Instructions that change scope, quantity, geometry, design information, finish, tolerance, sequence, cycle, cast date, access, ground condition, working hours, safety requirement 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 labour, material, equipment, design, supervision, transport and subcontract cost plus the Quotation markup. Omission of work does not permit the Client or another contractor to use Maxx temporary-works design, proprietary system, Formwork Equipment or method without written consent and agreed compensation.

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, cast and stripping dates, labour and equipment returns, delivery and collection notes, design revisions, instructions, daily reports, photographs, safety 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 remeasured work, design, equipment, materials, variations, standing time, P&G, hire, 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 the fortnightly cycle is selected, Maxx may claim every second Wednesday for payment by the Friday of that week. Where the monthly cycle is selected, Maxx may submit by the 20th for payment by the last day of that month. Otherwise, the selected standard-form or agreed 30-day cycle applies. 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 or the agreed monetary cap. Unless another signed form states a shorter period, all retention relating to the formwork package must be released no later than 3 months after the stated structure or package completion milestone.

Maxx may require a payment guarantee, deposit, advance payment or reduced credit exposure before design, mobilisation or equipment commitment where project 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, standing 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 drawings or approvals, changed cast dates, unavailable work fronts, preceding-trade delay, inadequate crane availability, access restrictions, unsafe conditions, abnormal stoppages, Client default or other events beyond Maxx control.

Recoverable amounts may include labour and supervision standing time, equipment hire, transport, design and planning inefficiency, de-establishment, re-establishment, additional P&G and loss of planned repetition or cycle efficiency. 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. Equipment held beyond the agreed cycle, hire period or stripping release may remain chargeable at the applicable rates.

## 16. Temporary-works design and construction information

Maxx accepts temporary-works design responsibility only to the extent expressly identified and priced in the Quotation. The professional team remains responsible for the permanent works, structural adequacy, dimensions, levels, reinforcement, embedments, loading criteria, construction sequence and permanent-works information supplied to Maxx.

The Client must provide complete and coordinated drawings, sections, details, opening and sleeve information, joint requirements, pour sequence, pour rate, pressure assumptions, loading and early-strength or stripping criteria in time for design and procurement. Review or approval by the Client or professional team does not relieve Maxx of an expressly accepted temporary-works design obligation, but changes after approval are variations.

Maxx may suspend or refuse erection, loading, striking, load transfer or removal where information, approvals, concrete-strength results, ground conditions or safety requirements are inadequate.

## 17. Delivery, collection, offloading, risk and title

Delivery and collection dates are estimates made in good faith and are subject to equipment availability, traffic, weather, access, crane capacity and events beyond reasonable control. The Client provides safe access, banksmen, unloading, crange, vertical transport and suitable secure storage unless expressly included.

Risk in consumable materials passes to the Client on delivery and acceptance at site, except to the extent loss is caused by Maxx. Title in permanent or consumable materials passes on full payment or as required by an applicable certified payment arrangement. All Formwork Equipment, temporary works, tools and plant remain Maxx property at all times.

The Client may not assert a lien over, sell, pledge, relocate or permit removal of Maxx property except under a lawful right that cannot be excluded. Maxx must be given reasonable site access to identify, inspect, maintain, strike, collect or recover its equipment.

Where collection or removal is delayed by the Client, site conditions or withheld release, Maxx may charge continuing hire, storage, handling, additional transport, standing time and remobilisation.

## 18. Equipment, scaffolding, identification and protection

The Client and other contractors must not use, move, alter, dismantle, lend, cover, weld to, drill, cut or permit removal of Formwork Equipment without Maxx written consent. No work using Maxx or similar proprietary material may be undertaken by others within Maxx work area without prior written agreement.

Scaffolding or equipment from multiple contractors must be notified in advance, approved where interfaces arise, identified and colour coded before delivery. On-site colour coding, mixing or substitution without approval is not permitted. Site security must release Maxx equipment only against Maxx written confirmation.

Damage, loss, contamination or unauthorised use caused by the Client, other contractors, inadequate security, unsuitable vibration equipment or misuse is charged at repair cost or full replacement cost, together with associated transport, labour, hire and delay.

## 19. Quality, inspection, acceptance and defects

Maxx will execute the Works with reasonable skill and care in accordance with the accepted Quotation, identified specification, approved temporary-works information and applicable project standards. Payment, inspection or completion certification is not final evidence that work is free of latent defects.

The Client and professional team must inspect and approve formwork geometry, levels, line, plumb, cleanliness, release agent, joints, openings, ties, stability and readiness before permanent work is placed. Commencement of a pour or covering of the Works is evidence that visible readiness has been accepted, subject to a proven latent defect.

The Client must give detailed written notice of an alleged defect and allow Maxx a reasonable opportunity to inspect and remedy. Maxx is responsible only for defects proven to result from its workmanship, supplied system or expressly accepted design responsibility. Rubbing, patching, repair or surface treatment is excluded unless the defect is proven to arise from Maxx breach.

## 20. Setting out, finish classifications and tolerances

The Client is responsible, at no cost to Maxx, for setting out, control lines, datums, final levels and professional approval before erection and before each pour. Maxx may rely on those points and approvals. Correction or rework caused by inaccurate or changed setting out is a variation.

Unless the Quotation states otherwise, formwork is priced as rough formwork and to Degree of Accuracy Class II on the basis stated in the project specification. Smooth and special smooth or fair-face work require purpose-made systems, agreed sample or benchmark standards and separate pricing.

For smooth work, only imperfections within the expressly priced making-good scope are included. Rubbing, filling within tolerance, removal of ferrule sleeves, closing tie-rod holes, curing and treatment of the permanent surface remain the Client responsibility unless expressly listed.

Where the Quotation identifies SANS 2001-CC1:2007 or another project standard, formwork, striking and back-propping requirements are read with that identified standard. A stated accuracy class does not guarantee a blemish-free permanent surface.

## 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, access, inductions, permits, lifting arrangements, emergency measures and information concerning site hazards.

A safety file, project-specific statutory appointments, external safety officers, audits, edge protection or access systems are included only as stated in the Quotation. Unless otherwise agreed, the Client provides general site safety equipment and external access protection. Maxx provides temporary deck-erection safety rails only where included and may remove them after the relevant pour or when its erection activity is complete.

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 the quality, strength, curing or performance of the permanent material, permanent-works design, setting-out information supplied by others, ground failure, overloading, premature striking instructed by others or interference with the formwork system.

## 23. Force majeure, equipment 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 equipment or specialist-supplier

shortage, 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, committed equipment and materials, protection, standing time, hire, storage, 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 load-bearing working 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 design, procurement, delivery, erection, striking, removal or collection 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, design, equipment hire, committed orders, cancellation charges, protection, removal, demobilisation, reasonable overhead contribution and all other amounts due, and must be given reasonable access to recover its property.

## 25. Completion, handover, stripping and final account

Interim, practical and final completion are determined under the applicable signed form or, if none applies, when the quoted formwork package is substantially complete, the required striking and removal within Maxx scope has occurred, and only minor items remain that do not prevent use of the completed structure. Stripping and back-propping occur only after the Client or professional team gives written release and required strength, loading and sequence criteria are satisfied.

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 and safe access for recovery of Maxx equipment, 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, recovery of property or 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.

Design, equipment commitment, 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 mobilisation, 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, equipment ownership, 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 specialist designers, suppliers, transporters, labour providers and subcontractors while remaining responsible for its contracted scope. No subcontracting arrangement transfers ownership of Formwork Equipment or permits its use by others.

Project-specific pricing, rate build-ups, temporary-works concepts and commercial proposals 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.

Maxx proprietary formwork methods, equipment layouts, temporary-works details and documents 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, equipment ownership, 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 - FORMWORK-SPECIFIC TERMS

### A1. Scope, supervision and design basis

- The Works include only the design, supply, delivery, erection, adjustment, striking, removal and back-propping expressly priced in the accepted BOQ or Quotation.
- Full-time or periodic supervision and site representation are provided only to the extent stated in the Quotation. Additional supervision caused by extended duration, fragmentation or Client instruction is separately charged.
- Temporary-works design is limited to the identified formwork system and stated load, geometry, pour-rate, pressure, sequence and ground assumptions. Permanent-works design remains outside Maxx scope.
- The Client and professional team remain responsible for permanent-work dimensions, levels, reinforcement, embeds, loads, pour criteria, concrete strength and the completeness of information supplied to Maxx.
- A change to approved geometry, sequence, pressure, loading or design information after design or equipment commitment is a variation.

### A2. Finish, accuracy and measurement

- Rough formwork is the default unless the rated BOQ expressly states otherwise. No post-striking surface treatment is included.
- Smooth formwork requires the agreed system and includes only making good of minor fins, bulges or irregularities by approved methods where expressly priced. Special smooth or fair-face work is separately priced and may require agreed drawings, joint patterns, tie positions, sample panels or benchmarks.
- Degree of Accuracy Class II is the default only where stated in the Quotation. Tolerance and finish are separate requirements; an accurate form does not guarantee a blemish-free permanent surface.
- BOQ quantities are remeasured. Descriptions must identify material differences in element type, shape, repetition, access, finish, edges, steps, openings, curves, joints and existing interfaces.

### A3. Propping height, working platform and natural ground

- The standard rate basis is a single-volume propping height not exceeding 3.5 m. Unless otherwise quoted, rates increase by 20% for each additional 1.5 m or part thereof.
- Where a completed surface bed is not available, soleplates and related handling are separately charged at the rate in the Quotation. The Client is responsible for the bearing suitability and stability of natural ground or temporary platforms.
- Smooth soffit finishes to Accuracy Class I or II are not guaranteed when working from natural ground unless a specifically engineered and priced working platform is provided.
- Settlement, instability, washout or failure of Client-provided ground or platform conditions is outside Maxx responsibility unless caused by Maxx negligence.

### A4. Stripping and back-propping

- Stripping and back-propping are priced on the basis stated in the Quotation and, where identified, SANS 2001-CC1:2007 item 4.3.8 or another stated project standard.
- The default soffit allowance is 100% support below the active pour, 75% on the floor below and 50% on the next floor down. Any additional level, duration, density, redesign or re-establishment is separately charged.
- The professional team must issue written release and the Client must confirm that required strength and loading criteria have been achieved before striking or transferring load.
- Continuing use of Maxx equipment after the agreed striking or back-propping period remains chargeable until written release and practical access for removal are provided.

### A5. Equipment, scaffolding, joints and existing surfaces

- Access scaffolding to vertical items and external access scaffolding are supplied by the Client unless expressly included. No other contractor may use, move or alter Maxx equipment without prior written consent.
- Movement, expansion and construction-joint formwork is charged at the tender rate only where the joint is fully described. Toggle, waterstop, stop-end, keyed, specialised or proprietary joints are excluded unless expressly priced.
- Unless the Quotation states otherwise, work formed or cast against an existing structure may attract a 50% rate increase because of restricted access, one-sided work, cutting and reduced repetition.

### A6. Pour interface, exclusions, protection and defects

- Cover blocks, reinforcement handling, plumbing and electrical fittings, cast-in items, sleeves, builders work, curing, surface rubbing and permanent-work repairs are excluded unless expressly listed. The Client coordinates reinforcement, embeds, services, openings, inspections and approvals so the formwork cycle is not delayed.
- The Client controls placing, vibration, curing and loading of permanent work. Equipment or practices that may damage the formwork, including unsuitable poker heads or abusive vibration, must not be used. Damage to Formwork Equipment caused by the Client or third parties is charged at repair or replacement cost.
- Before each pour, the Client and professional team must inspect and release the formwork. Any discrepancy must be reported before the work is covered or loaded. Maxx makes good only defects proven to arise from its workmanship, supplied system or expressly accepted design responsibility.

## APPENDIX B - STANDARD COMMERCIAL & FORMWORK DEFAULTS

These defaults apply only where the Quotation or an identified Reference Schedule 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 equipment availability, information and programme assumptions.                                                                                 |
| Quoted scope                         | Design, supply, erection, striking, removal and back-propping only to the extent expressly listed in the accepted BOQ / Quotation.                                                                                |
| Default finish                       | Rough formwork. Smooth, special smooth or fair-face standards must be separately identified, benchmarked and priced.                                                                                              |
| Default accuracy                     | Class II only where the accepted specification or Quotation states that basis. Finish and tolerance are separate requirements.                                                                                    |
| Programme / notice                   | Agreed programme and cast cycle required before commencement; minimum 72 hours written notice for mobilisation or material booking change.                                                                        |
| Fixed-price condition                | Rates assume continuous progress and planned repetition. Extended, fragmented or resequenced work attracts additional P&G, hire, labour and re-establishment cost.                                                |
| Remeasurement                        | Tender quantities are remeasured for progress claims and final account unless clearly agreed as lump sum.                                                                                                         |
| Height basis                         | Single-volume propping height not exceeding 3.5 m; 20% increase per additional 1.5 m or part thereof unless otherwise quoted.                                                                                     |
| Working platform / natural ground    | Client provides completed surface bed or suitable load-bearing platform. Soleplates and additional natural-ground handling are separately charged.                                                                |
| Back-propping                        | 100% below active pour, 75% one floor below and 50% on the next floor down unless another project-specific basis is stated.                                                                                       |
| Client attendance                    | Setting out, final levels, power, water, generators, cranes, vertical hoisting, external access scaffolding, security and fencing unless included.                                                                |
| Payment                              | Selected fortnightly, monthly, JBCC-linked or agreed 30-day cycle applies; no pay-when-paid condition unless separately signed.                                                                                   |
| Retention                            | Maximum 5% where specifically agreed; release no later than 3 months after the stated structure or package completion milestone unless a signed form governs.                                                     |
| Equipment ownership / protection     | All Formwork Equipment remains Maxx property. Client protects it from unauthorised use, movement, damage, mixing, theft and delayed release.                                                                      |
| Existing structures / special joints | Work against existing structures, proprietary joints, irregular shapes and non-standard conditions are separately priced; a 50% existing-surface uplift applies where the Quotation does not state another basis. |

### Project confirmation

Reference specialist / system

Reference date

Finish / accuracy class

Back-propping basis

Soleplate / height adjustment

Reference number / revision

Quotation validity

Propping height basis

Programme / cast cycle

Standing / re-establishment rate

## APPENDIX C - PROGRAMME, INSPECTION, PAYMENT & CLAIM ADMINISTRATION

| Stage                    | Required action                                                                                                                                                                                                     |
|--------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. Before acceptance     | Attach the current Maxx Quotation and these terms; identify the standard form, Reference Schedule, scope, design responsibility, finish, accuracy, propping height, back-propping, programme and Client attendance. |
| 2. Before design         | Issue coordinated drawings, levels, sections, openings, joints, load and pour-rate criteria, sequence, ground information and approval contacts.                                                                    |
| 3. Before mobilisation   | Confirm official order, payment security or deposit, site possession, working platform, access, crane, storage, safety file, inductions and 72-hour notice.                                                         |
| 4. Equipment delivery    | Record quantities, identification / colour code, delivery condition, storage area, Client offloading resources and security responsibility.                                                                         |
| 5. Erection control      | Maintain daily labour, equipment, design revision, instruction, delay, access, safety and progress records.                                                                                                         |
| 6. Pre-pour release      | Obtain written approval of setting out, levels, geometry, ties, cleanliness, stability, openings, embeds and readiness before permanent work is placed.                                                             |
| 7. Pour and protection   | Record cast date, interruptions, vibration / equipment damage, changes, access, standing time and any instruction affecting cycle or form pressure.                                                                 |
| 8. Stripping release     | Receive written release and required strength / loading confirmation before striking, load transfer or removal of back-propping.                                                                                    |
| 9. Variations and delays | Issue prompt written notice, obtain authorised instruction and maintain time, labour, equipment-hire, supervision, transport and P&G substantiation.                                                                |
| 10. Progress claim       | Submit remeasurement, design, equipment and hire, variations, P&G, standing, escalation, previous certificates, retention, interest and VAT by the agreed date.                                                     |
| 11. Payment              | Pay the undisputed amount by the selected fortnightly, monthly, JBCC-linked or agreed 30-day due date.                                                                                                              |
| 12. Close-out            | Agree measurements and variations progressively; record equipment return, outstanding damage, final striking, package completion, retention release and final account.                                              |

### CLAIM PACK MINIMUM

Cover sheet; cumulative valuation; remeasurement sheets; approved drawings and design revisions; programme and cast records; delivery and collection notes; equipment and labour returns; written instructions and variations; pre-pour and stripping releases; photographs; delay, standing and P&G 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 Formwork 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, design brief, hire schedule, policy, 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 or other contractors;
- permanent-works design responsibility, fitness-for-purpose warranties or professional liability not expressly included and priced;
- responsibility for setting out, permanent-work levels, material quality, curing, reinforcement, embeds, ground bearing, working platforms or premature striking decisions made 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 cycles, resequencing, overtime, fragmented work or extended duration without time and cost adjustment;
- free power, water, generators, craneage, hoisting, external access scaffolding, soleplates, security, fencing, storage or traffic control unless expressly included;
- free additional back-propping, continued equipment hire, return visits, de-establishment or re-establishment caused by Client delay or change;
- use, retention, mixing, alteration or removal of Maxx Formwork Equipment by others, or waiver of lien, suspension, adjudication, interest or equipment-recovery rights, without a separately priced and signed agreement; and
- termination for convenience without payment for completed work, design, equipment hire, committed materials, cancellation, protection, removal, demobilisation and reasonable overhead contribution.

## APPENDIX E - FORMWORK RELEASE, POUR & STRIKING CONTROLS

The following minimum information should accompany each work-front release, pour cycle and stripping instruction. The purpose is to avoid wrong-revision work, unsafe release, equipment disputes and unrecorded cycle changes.

| Control item                      | Required information / rule                                                                                                                |
|-----------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|
| Project / package identification  | Project name, site address, Client / contractor reference and formwork package / zone.                                                     |
| Reference drawings / revision     | Exact structural drawings, formwork layout and revision being used for the cycle.                                                          |
| Temporary-works design release    | Identify the Maxx design / calculation revision and required professional-team review or approval status.                                  |
| Work front / cycle / pour         | Level, element, pour or cycle reference, planned cast date and required access window.                                                     |
| Mobilisation / change notice      | Minimum 72-hour written notice unless the Quotation states otherwise. Late changes may cause standing, rebooking or remobilisation.        |
| Platform / crane / attendance     | Confirm working platform, crange, hoisting, setting out, power, water, access and security are available.                                  |
| Pre-pour release                  | Written confirmation that geometry, levels, ties, openings, embeds, stability, cleanliness and interfaces are accepted for the pour.       |
| Pour record                       | Record cast date, pour rate / pressure issue, interruptions, vibration damage, instruction, overtime or standing time affecting the cycle. |
| Stripping / back-propping release | Written release based on required strength, loading and sequence criteria before striking, load transfer or removal of support.            |
| Equipment return / close-out      | Record quantities returned, damage or loss, continued hire, outstanding back-propping and final package completion.                        |

## ISSUE CONTROL & DOCUMENT APPROVAL

### BEFORE ISSUE

Confirm that the current Quotation, scope, Reference Schedule, programme, temporary-works design basis, finish and accuracy class, Client attendance, payment terms, equipment / hire 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     |
|---------|--------------|----------------------------------------------------------------------------------------------------------------------------------------|------------|
| 1.0     | August 2026  | Initial standard formwork terms and conditions.                                                                                        | Superseded |
| 2.0     | October 2026 | Corporate rebrand to Maxx Formwork; commercial, programme, temporary-works, equipment, payment and release-control provisions updated. | Current    |

### Document approval

Prepared by

Date

Reviewed by

Date

Approved for issue  
by

Version

2.0 - October 2026

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