



MAXX REBAR

STANDARD TERMS & CONDITIONS

Reinforcing steel supply | Cut & bend | Mesh | Fixing | Subcontract works

DOCUMENT APPLICATION

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

Legal entity	Maxx Structures (Pty) Ltd t/a Maxx Rebar
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 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 basis. It forms part of the Quotation and should be completed before procurement or fabrication begins.

Client / Main Contractor legal name		Registration / VAT no.	
Project name		Site address	
Quotation no.		Quotation date	
Scope / trade	Supply / cut & bend / mesh / fixing / combination	Accepted amount	R_____ excl. VAT
Client representative		Email for notices	
Maxx representative		Email for notices	
Identified supplier / mill		Supplier reference	
Steel price reference / base date		Price adjustment	Fixed / rise-and-fall / CPAP / other
Transport base / fuel basis		Delivery basis	Full load / part load / multiple drop

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 & DELIVERY PARTICULARS

Claim valuation date		Claim submission date	
Payment advice / certificate date		Payment due date	
Default payment cycle	30 days / JBCC-linked / Other	Fortnightly cycle	Yes / No
Retention	None / ____% capped at R_____	Construction security	None / Fixed / Variable
Payment guarantee	Yes / No	Advance / deposit	R_____
Programme start		Programme duration	
Practical completion		Final completion	
Penalty / damages	None unless expressly agreed	Adjustment basis	Quotation / rise-fall / CPAP

Reinforcing trade assumptions

Supply basis	Supply only / cut and bend / mesh / binding wire / fixing / combination as stated in the Quotation.
Fixing included	Yes / No. If not included, unloading, sorting, placing, fixing and fixing attendance are excluded.
Transport basis	Full truck load / part load / multiple drop / abnormal transport as stated in the Quotation.
Delivery point	Single accessible drop point unless the Quotation states otherwise.
Offloading	Client / Main Contractor unless expressly included.
Approved information	Final drawings, bending schedules, bar lists and written release required before fabrication.
Safety documentation	Included / charged / provided by Client as stated in the Quotation.
Site establishment	Excluded unless expressly included.

SUPPLIER SCHEDULE IDENTIFICATION

A supplier or mill quotation, order confirmation or charge schedule is incorporated only when specifically identified in the Maxx Quotation or this schedule. Current project-specific supplier pricing, lead times, fuel surcharges, offloading windows and special 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 procure, schedule, fabricate, cut, bend, deliver, mobilise, reserve 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 Rebar quotations, supplies and 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, policy, online term, attendance schedule or supplier condition 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	15 calendar days; steel/material rates remain subject to the stated rise-and-fall basis.
Approved-account payment	Net 30 calendar days after a compliant claim or invoice.
Standard rebar lead time	4-5 working days after final approved Bending Schedule, written release and required payment, subject to stock and transport.
Shortage / visible damage notice	Record on the delivery note and notify Maxx within 48 hours.
Full-load transport basis	Minimum 28-ton load to one accessible drop point where full-load pricing is used.
Offloading	Client / Main Contractor unless expressly included.
Truck release	Within the free offloading period stated in the Quotation or supplier schedule; if not stated, 4 hours.

1. Definitions and interpretation

In these terms, "Maxx" means Maxx Structures (Pty) Ltd trading as Maxx Rebar. "Client" means the employer, main contractor, contractor, purchaser or other party accepting the Quotation. "Works" means the goods, fabrication, deliveries, services and subcontract works described in the Quotation. "Quotation" includes the priced document, bill of quantities, clarifications, exclusions and accepted revisions. "Contract" means the documents that become binding under clause 2.

"Supplier Schedule" means a supplier or mill quotation, order confirmation, charge schedule or written price notice specifically identified in the Quotation. "Bending Schedule" includes bar bending schedules, bar lists, cutting lists, mesh schedules, shop details and written fabrication instructions. "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 15 calendar days and prices exclude VAT. Steel and steel-derived rates remain subject to any stated rise-and-fall mechanism, supplier revalidation, availability, transport basis, quantities, credit approval, approved information and programme assumptions.

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, settlement discount, retention, guarantee, extended credit or deduction applies unless expressly priced and accepted in writing.
- Once an order has been released to procurement or fabrication, it is firm to the extent of material, fabrication, transport and subcontract 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, bill of quantities, clarifications and exclusions; (d) these Standard Terms and Conditions; (e) issued construction drawings, specifications and Bending 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 Supplier Schedule is incorporated only for the supplier-specific matters relevant to the Works, such as material description, grade, availability, escalation, transport, fuel or diesel surcharge, offloading window, lead time, cancellation, return or special handling charges. It does not replace the Quotation or create a direct contract between the Client and the supplier.

- 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 procurement, fabrication, 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 and price adjustment

The price is based on the stated grades, diameters, quantities, Bending Schedules, labour basis, programme, transport, delivery point, offloading, access, working hours and other assumptions. VAT is added at the applicable rate. Errors, omissions or changed information may require repricing before the affected Works proceed.

Reinforcing steel and other steel-derived items are subject to rise-and-fall from the material base date stated in the Quotation. Where a mill or supplier is identified, its written price movement, surcharge or dispatch pricing may be used to substantiate adjustment. Unless expressly fixed for an identified period, the ruling material price is the applicable quoted or adjusted price at dispatch or fabrication release.

Transport rates are based on the stated route, load size and fuel basis. A documented fuel, diesel, toll, abnormal-load or carrier surcharge not included in the quoted base may be added where the Quotation or Supplier Schedule allows it.

- If quantities, bar mix, delivery pattern or scope vary materially - including a variance exceeding 10% from the quoted basis - Maxx may review the affected rates.
- Rates exclude retention, guarantees, duties, abnormal transport, site establishment, containers, specialist lifting, permits and any item not expressly included.

6. Quantities, measurement and final remeasurement

Unless clearly described as a lump sum, quantities are provisional and the Works are remeasured for progress claims and final account. Quantities derived from drawings or preliminary schedules are estimates and do not transfer the Client or professional team responsibility to verify scope, bar marks, diameters, lengths, shapes, laps, couplers, mesh, waste allowances and order quantities.

Measurement follows the method stated in the Quotation or bill of quantities. For reinforcing bar, commercial mass may be based on the approved Bending Schedule and standard nominal mass per metre, supported by fabrication and delivery records, unless a weighbridge or other measurement basis is expressly agreed. Mesh, accessories, couplers, spacers, chairs, binding wire, laps and special wastage are included only when expressly listed.

7. Programme, information, Bending Schedules and lead times

Before commencement, the Client must issue an agreed procurement, fabrication, delivery and fixing programme showing information release dates, final drawings, approved Bending Schedules, delivery windows, work fronts, access and interfaces. Maxx will procure, fabricate, deliver or fix only on written instruction and an official order or written release.

Unless the Quotation states otherwise, the standard lead time for reinforcing bar orders is 4 to 5 working days after receipt of the final approved Bending Schedule, written release and any required payment. The indicative lead time for 40 mm bars is 4 weeks. All lead times are subject to material, mill, fabrication and transport availability.

The revision stated on the written release governs fabrication. A schedule revision, bar-mark change or cancellation received after release is a variation and may result in replacement steel, scrap, re-fabrication, re-tagging, storage, transport and delay costs.

8. Client attendance, access and site services

Unless expressly included, the Client provides at no cost to Maxx safe and continuous access; suitable delivery and offloading areas; craneage, hoisting and unloading; secure laydown and protected storage; power, lighting and sanitation; site security; traffic control; permits and inductions; timely release of work fronts; and protection of Maxx materials and completed Works.

Site establishment, offices, storage containers, welfare facilities, dedicated supervision and access equipment are excluded unless expressly included. No attendance schedule is incorporated unless it is physically attached or specifically identified in the Contract.

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 grade, diameter, bar shape, mesh type, quantity, Bending Schedule, sequence, delivery point, transport basis, access, labour source, fixing method, programme, working hours, quality requirement or risk are variations even if described as clarification, coordination or making good.

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 work is similar and under similar conditions; adjusted rates where conditions differ; or demonstrated labour, material, fabrication, transport, plant, supervision and subcontract costs plus the Quotation markup. Material changed after procurement or fabrication is valued at the current applicable market price plus related fabrication, handling, freight and disposal or storage costs.

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's rights. Records may include schedules, bar lists, delivery notes, signed proof of delivery, labour and plant returns, photographs, correspondence, supplier notices, transport records and cost documents.

12. Progress claims, payment, interest and bank verification

Maxx may submit progress claims on the dates in the Project Commercial Schedule and may claim measured work, fabricated materials, delivered goods, agreed off-site materials, variations, standing time, escalation, transport surcharge, 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 an approved account applies and the Quotation does not state a shorter period, payment is strictly due within 30 calendar days after a compliant claim or invoice. Payment to Maxx is not conditional on actual receipt by the Client from the employer. Pay-when-paid and pay-if-paid terms are not accepted unless separately and prominently agreed in writing by an authorised Maxx representative.

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 the prime lending rate publicly quoted by Maxx's principal banker plus 6 percentage points per annum, subject to the maximum rate permitted by law, calculated from the due date.

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's 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 guarantee 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, separately paid deposits or materials paid in advance unless expressly agreed.

Maxx may require a payment guarantee, deposit, advance payment or reduced credit exposure before procurement or fabrication 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, overtime, standing time and disruption

Maxx is entitled to a reasonable extension of time and recovery of expense and loss where progress is affected by late information, changed Bending Schedules, unavailable work fronts, coordination failures, access restrictions, preceding-trade delays, unsafe conditions, Client default, supplier shortage or events beyond Maxx's control.

Acceleration, overtime, additional shifts, out-of-sequence work, recovery programmes, fragmented work fronts and excessive overtime caused by matters outside Maxx's responsibility are additional. Fixing crews held on site without a productive work front may be charged as standing time or dayworks at the applicable rates.

Delivery vehicles must be safely offloaded and released within the free period stated in the Quotation or Supplier Schedule. If no period is stated, the default free period is 4 hours after arrival. Supplier or carrier waiting charges, demurrage and return-delivery costs caused by site delay are for the Client account.

16. Materials, procurement, fabrication, cancellation and returns

Material grades, diameters, mesh types, binding wire, accessories and fabrication are supplied only as stated in the Quotation and approved Bending Schedules. Procurement and fabrication start after receipt of the official order, final approved information, written release and any required payment.

Supply is subject to steel availability, mill and fabrication capacity, transport availability and adequate CIGC or other credit-insurance cover where applicable. Special, cut, bent, welded, coated, tagged, bundled or project-specific materials are non-returnable unless Maxx agrees otherwise in writing.

No cancellation, return or alteration may be made without prior written authorisation. The Client is liable for material already procured or committed, fabrication completed or commenced, supplier cancellation or restocking charges, scrap, handling, re-tagging, storage, transport and other reasonable costs caused by the change.

17. Delivery, partial deliveries, shortages, risk and title

Delivery dates and times are estimates made in good faith and are subject to supplier, mill, traffic, weather, access and events beyond reasonable control. Maxx may make partial deliveries where reasonably required by the programme, load optimisation or material availability unless the Quotation expressly requires otherwise.

Unless stated otherwise, full-load pricing is based on a minimum 28-ton truck load to one accessible drop-off point. Part loads, multiple drops, crane trucks, permits and abnormal transport are charged separately. The Client is responsible for unloading unless expressly included.

The Client must inspect each delivery before signing the proof of delivery. A signature by the Client representative, site manager, employee or person apparently authorised at the stated delivery point is prima facie evidence of receipt. Visible shortages, damage or incorrect bundles must be recorded on the delivery note and notified to Maxx within 48 hours.

Risk in the materials passes to the Client on delivery or collection, except to the extent loss is caused by Maxx after that point. Ownership of unfixed goods remains with Maxx until payment in full to the extent permitted by law and while the goods remain separately identifiable and have not been incorporated into the permanent works. Incorporation does not discharge the Client's payment obligation.

18. Identification, storage, protection and deferred delivery

Bar marks, tags, bundles, mesh references and delivery documentation must be kept legible and matched to the approved Bending Schedule. The Client must provide suitable dunnage, separation, secure storage and protection against loss, contamination, corrosion, distortion and interference by others.

The Client must not alter, cut, weld, rebend, mix, remove labels from or permit use of Maxx-supplied materials contrary to the approved information without written approval. Damage, loss or rework caused by inadequate storage, unauthorised alteration, other contractors or site security is charged at repair or replacement cost.

Where fabricated materials are ready but delivery is postponed at the Client request or because the site cannot receive them, Maxx may charge reasonable storage, handling, reloading and additional transport. Any off-site storage arrangement must identify the goods and state the applicable insurance and risk basis.

19. Quality, inspection, acceptance and defects

Maxx will execute the Works with reasonable skill and care in accordance with the accepted specification, approved Bending Schedules and applicable standards. A payment, inspection or completion certificate is not final evidence that work is free of latent defects.

The Client and professional team must inspect delivered and installed reinforcement promptly. Any error, discrepancy or intended return must be communicated before the material is altered, fixed, covered or incorporated into subsequent work. Commencement of following work is evidence that visible quantity, position and workmanship have been accepted, without waiving a proven latent defect.

The Client must give written notice of an alleged defect with sufficient detail and allow Maxx a reasonable opportunity to inspect and remedy. Maxx is responsible only for defects proven to result from its workmanship, supplied materials or expressly accepted design responsibility.

20. Design responsibility, schedules, standards and free-issue information

Unless specifically included and priced, Maxx does not accept design responsibility for the permanent works. Review, take-off, measurement, shop details, Bending Schedules, bar lists, fabrication details, temporary proposals or methodology do not transfer the professional team design responsibility.

The Client warrants that drawings, schedules, specifications, dimensions, bar marks and instructions supplied to Maxx are complete, coordinated and suitable for construction. Errors, omissions, late approvals or later changes entitle Maxx to time and cost adjustment.

Unless another standard is expressly stated, reinforcing steel is to conform to SANS 920:2011 Edition 2.3, welded reinforcing mesh to SANS 1024:2012 Edition 2.2, and Bending Schedules to SANS 282:2011 Edition 6, or any later mandatory replacement standard applicable to the project at the relevant time.

Where the Client supplies free-issue steel, mesh, couplers or other material, Maxx is not responsible for latent material defects, shortages, incorrect grade, mill certification or dimensional non-compliance not reasonably detectable before use. Handling, sorting and wastage assumptions must be agreed separately.

21. Health, safety and statutory compliance

Maxx will comply with applicable 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 plans, emergency arrangements and information concerning site hazards.

Unless the Quotation states otherwise, one safety file is included without separate charge for quantities greater than 30 tons. Quantities below 30 tons and additional safety files are charged at the applicable quoted rate. External safety-officer or consultant attendance is charged where not included.

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's 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.

23. Force majeure, mill 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 mill shutdown, steel shortage, import or transport interruption, industrial action, severe weather, civil disturbance, regulatory restriction, major utility failure or 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 materials, protection, standing time, 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, withholds approved information, or commits another material breach, Maxx may give 10 working days written notice to remedy. If the breach continues, Maxx may suspend procurement, fabrication, deliveries and 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 completed work, fabricated and committed materials, supplier cancellation charges, storage, demobilisation, protection, reasonable overhead contribution and other amounts due.

25. Completion, handover and final account

For supply-only Works, completion occurs when the accepted materials have been delivered in accordance with the Quotation, subject to recorded shortages or defects. For fixing Works, interim, practical and final completion are determined under the applicable standard form or, if none applies, when Maxx's scope is substantially complete and available for inspection, subject only to minor items that do not prevent following work.

Maxx submits its final account within the period stated in the Project Commercial Schedule or within 30 calendar days after practical 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's 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.

Supply and fabrication may be subject to an approved Maxx account, supplier credit terms, availability and adequate CIGC or other credit-insurance cover. 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, confidentiality, intellectual property and publicity

The Client may not cede, delegate or transfer the Contract or payment obligation without Maxx's written consent. Maxx may engage mills, merchants, fabricators, transporters and specialist subcontractors while remaining responsible for its contracted scope.

Project-specific pricing, rate build-ups 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.

Scheduling templates, fabrication methods, proprietary take-off data and documents created by Maxx remain Maxx's intellectual property. The Client receives a project-specific licence to use deliverables for the Works once amounts due for those deliverables are paid. This does not affect ownership of the professional team design documents supplied to Maxx.

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, title, 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 - REBAR-SPECIFIC TERMS

A1. Material supply, cut and bend

- R-bar mild steel, where quoted, is supplied to the stated SANS 920 grade and nominal yield strength in the diameters listed in the Quotation.
- Y-bar high-tensile steel, where quoted, is supplied as B500B or the other specified grade in the diameters listed in the Quotation.
- Cutting, bending, tagging and bundling are based on the approved Bending Schedule and written release. A revision after fabrication begins is a variation and affected material may be non-returnable.
- Black binding wire, chairs, spacers, couplers, mechanical splices, proprietary accessories and sundries are included only when expressly listed.
- Material certificates, test certificates and traceability documents are supplied only to the level stated in the Quotation or specification.

A2. Bending Schedule and revision control

- Each release should identify the project, Bending Schedule number, revision, bar marks or scope, required delivery date, delivery point and authorised contact.
- Maxx may rely on the final revision expressly released for fabrication. Superseded schedules must be clearly withdrawn by the Client.
- Where Maxx prepares a Bending Schedule or take-off, it remains subject to engineer / professional-team approval before fabrication unless the Quotation expressly assigns design responsibility to Maxx.
- Revisions after procurement or fabrication may result in scrap or surplus steel. Unless the Quotation states otherwise, normal fabrication offcuts and surplus arising from Maxx procurement remain Maxx property.

A3. Welded reinforcing mesh

- Mesh must be the standard reference, aperture, wire diameter, sheet or roll size and mass stated in the Quotation.
- Unless another standard is expressly specified, welded reinforcing mesh must conform to SANS 1024:2012 Edition 2.2 or a later mandatory replacement standard.
- Mesh laps, overlaps, cutting waste, special shapes, support accessories and tying are excluded unless expressly included.
- Supply-only mesh is delivered in standard manufacturer sizes unless the Quotation includes cutting or special fabrication.

A4. Fixing and labour

- Fixing is excluded unless expressly included. A supply rate does not include unloading, sorting, placing, tying or fixing.
- A quoted fixing rate applies to conventional reinforcement under the stated access, sequence and productivity assumptions. Mechanical couplers, welded reinforcement, special coatings, congested or unusually complex cages, post-tensioning interfaces and other non-standard work are priced separately.
- A fixing rate based on Maxx labour must be renegotiated if the Client requires nominated, local or project-specific labour at different employment terms.
- Excessive overtime, additional supervision, recovery work, fragmented fronts, repeated remobilisation or labour inefficiency caused by late information, access restrictions or other matters outside Maxx's responsibility are additional.

A5. Free-issue material

- Free-issue steel or accessories must be delivered in adequate time, quantity and condition, with clear identification and any required certificates.
- Maxx may record shortages, excessive rust, contamination, incorrect grade, bent stock, damaged mesh or other obvious issues before handling. Time and cost caused by defective or incomplete free-issue material are variations.
- Scrap and offcuts from free-issue steel remain the Client property unless otherwise agreed, but removal, sorting and transport are excluded unless priced.

A6. Inspection before incorporation

- The Client and professional team must inspect reinforcement before it is covered up or incorporated into subsequent work.
- Any discrepancy must be reported in writing before alteration or covering. Maxx must be given a reasonable opportunity to inspect and, where responsible, remedy the issue.
- Commencement of subsequent work is evidence that visible quantity, position and workmanship have been accepted, subject to a proven latent defect.

APPENDIX B - STANDARD COMMERCIAL & DELIVERY DEFAULTS

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

Commercial condition	Maxx default application
Quotation validity	15 calendar days unless the Quotation states otherwise; material pricing remains subject to the stated rise-and-fall basis.
Quantity change	A material variance from quoted items, bar mix, delivery pattern or quantities - including more than 10% from the quoted basis - permits rate review.
Escalation	Rise and fall from the stated material / transport base date; supplier or mill notices may substantiate steel, mesh, fabrication, transport or fuel changes.
Dispatch pricing	The applicable quoted or adjusted material price at dispatch or fabrication release applies unless Maxx expressly fixed a price for an identified period.
Payment	Net 30 calendar days for an approved account unless shorter terms or a selected standard-form cycle apply; no pay-when-paid condition.
Rate exclusions	Retention, guarantees, duties, abnormal transport, site establishment, containers, specialist lifting, permits and items not expressly included.
Full-load transport	Minimum 28-ton truck load to one accessible drop point where full-load pricing is used; part loads, multiple drops and abnormal transport are additional.
Lead time	Standard rebar orders: 4-5 working days after final approval and release. Indicative 40 mm bar lead time: 4 weeks, subject to availability.
Unloading	Client / Main Contractor to unload unless expressly included.
Truck release	Free offloading period as stated in Quotation / Supplier Schedule; if not stated, 4 hours after arrival. Additional waiting charges are for the Client account.
Short delivery notice	Record on the signed delivery note and notify Maxx within 48 hours.
Returns	Prior written authorisation required. Project-specific fabricated or tagged material is normally non-returnable.
Safety file	One file included for quantities over 30 tons where stated; lower quantities and additional files are charged at the applicable Quotation rate.
Material standards	Rebar: SANS 920:2011 Ed 2.3; mesh: SANS 1024:2012 Ed 2.2; Bending Schedules: SANS 282:2011 Ed 6, unless another standard is specified or a later mandatory replacement applies.
Supply conditions	Subject to steel availability, supplier capacity, transport availability and approved credit / credit-insurance exposure where applicable.

Project confirmation

Supplier / mill	Supplier reference
Supplier quote date	Base date
Minimum load / delivery	Lead time
Safety-file charge	External audit charge
Part-load / multiple-drop rate	Truck-delay rate

APPENDIX C - PAYMENT, DELIVERY & CLAIM ADMINISTRATION

Stage	Required action
1. Before acceptance	Attach the current Maxx Quotation and these terms; identify supplier / mill reference, base date, scope, material grades, transport basis, payment terms and selected standard-form contract.
2. Before procurement	Receive official order, approved account or required deposit, final drawings and Bending Schedules, delivery address, unloading plan, programme and written release.
3. Fabrication control	Record schedule number and revision, approval date, bar marks, mass, fabrication status, committed material and any Client change after release.
4. Delivery booking	Confirm vehicle type, minimum load, drop point, access, offloading resource, authorised contact, delivery window and abnormal transport requirement.
5. Delivery receipt	Check tags, bundles, mesh references and quantities; record shortage or visible damage on the signed proof of delivery; notify Maxx within 48 hours.
6. During fixing	Maintain labour, progress, instruction, variation, access, delay, overtime, standing-time and inspection records. Report discrepancies before alteration or covering.
7. Initial notice	Give notice of events affecting time or cost within 20 working days unless the signed standard form states another period.
8. Detailed claim	Submit substantiation within 40 working days or an agreed extended period.
9. Monthly claim	Submit by the agreed cut-off with cumulative valuation, measured mass / quantities, deliveries, variations, materials, escalation, interest and VAT.
10. Payment	Pay the undisputed amount by the due date. Approved-account default: net 30 calendar days unless a shorter or standard-form cycle applies.
11. Default	Interest accrues from the due date. After the contractual notice period, Maxx may suspend procurement, fabrication, deliveries or work where default remains.
12. Close-out	Agree quantities, deliveries, variations and claims progressively; obtain handover records; release retention / security at agreed milestones; assess final account promptly.

CLAIM PACK MINIMUM

Cover sheet; cumulative valuation; approved Bending Schedules and revisions; bar lists and measurement sheets; previous certified amounts; delivery notes; variations and written instructions; fabrication and material records; labour and plant returns; delay, overtime and truck-standing records; escalation support; 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 Rebar does not accept the following risk transfers:

- payment conditional on actual receipt by the Client from the employer, or payment periods longer than 30 calendar days after a compliant claim;
- unlimited retention, retention above the agreed cap, or retention without clear reduction and release dates;
- 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, 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;
- design responsibility, fitness-for-purpose warranties or professional liability not expressly included and priced;
- penalties or delay damages without an agreed programme, clear completion obligation, extension-of-time rights and a stated monetary cap;
- unilateral acceleration, resequencing, overtime, fragmented working, extended duration or changed labour source without time and cost adjustment;
- responsibility for unloading, craning, abnormal transport, multiple drops, site establishment, storage containers, security or access equipment unless expressly included;
- free replacement or rework where delivered materials were altered, mixed, incorrectly stored, covered up or incorporated without giving Maxx an opportunity to inspect;
- waiver of lien, suspension, adjudication, interest or other payment-security rights without a separately priced and signed agreement;
- security, guarantees, bonds, surety or insurance beyond the stated Quotation assumptions; and
- termination for convenience without payment for completed work, fabricated and committed materials, supplier cancellation costs, storage, demobilisation and reasonable overhead contribution.

APPENDIX E - ORDER, BENDING SCHEDULE & CALL-OFF CONTROLS

The following minimum information should accompany each fabrication release or site call-off. The purpose is to avoid wrong-revision fabrication, delivery confusion and disputed quantities.

Control item	Required information / rule
Project identification	Project name, site address and Client / contractor reference.
Order / call-off number	Unique Maxx call-off or order reference and the Client purchase-order / instruction reference.
Bending Schedule	Schedule number and exact revision being released.
Scope released	Bar marks, mesh references, zones / levels and total scheduled mass or quantity.
Delivery requirement	Requested date, time window, vehicle restrictions, drop point and unloading method.
Site contact	Name and mobile number of authorised person receiving the delivery.
Release status	Written confirmation that the schedule is approved for fabrication. Draft / unchecked schedules are not fabrication releases.
Revision after release	Any later change is a variation. Maxx may stop affected fabrication where practical and will identify committed, completed, reusable and scrap material.
Delivery receipt	Receiver checks bundle tags and records visible shortages / damage before signing. Notify Maxx within 48 hours.
Close-out	Call-off quantities, delivery notes and schedule totals are reconciled progressively for claim and final-account purposes.

ISSUE CONTROL & DOCUMENT APPROVAL

BEFORE ISSUE

Confirm that the current Quotation, scope, supplier / mill reference, base date, payment terms, transport basis, lead times 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 reinforcing terms and conditions.	Superseded
2.0	October 2026	Corporate rebrand to Maxx Rebar; commercial, delivery, fabrication, risk, credit and call-off provisions updated.	Current

Document approval

Prepared by

Date

Reviewed by

Date

Approved for issue
by

Version

2.0 - October 2026

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