

# SUBCONTRACTOR AGREEMENT

This Agreement, as negotiated herein, is entered into by and between **ABC (PTY) LTD**,

“Subcontractor” and **XYZ (PTY) LTD**, “Contractor.” For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Subcontractor and the Contractor hereby agree as follows:

## Article 1. Statement of Work:

From time to time, Subcontractor may provide services to Contractor. In addition to the terms and conditions negotiated by the parties for particular projects, Contractor and Subcontractor hereby agree that the terms and conditions of this Subcontractor Agreement (the “Agreement”) shall apply whenever

Subcontractor provides services to Contractor.

## Article 2. Insurance:

The Subcontractor, at its own expense, shall obtain and maintain in full force and effect, without interruption during the term of the Agreement, the following minimum levels of insurance:

A. Workers’ Compensation insurance covering the legal liability of the Contractor and its Subcontractors under the applicable workers’ compensation or occupational disease laws for claims for personal injuries and death resulting there from to the Contractor and its Subcontractor’s employees. Certificates of insurance must include a waiver of subrogation in favor of Contractor.

## Article 3. Indemnification and Arbitration:

The work performed by the Subcontractor shall be at the risk of the Subcontractor exclusively.

Subcontractor hereby indemnifies and holds Contractor, its parent and affiliates and their respective officers, directors, employees and agents, harmless from and against any and all claims, actions, losses, judgments, or expenses, including reasonable attorney’s fees, arising from or in any way connected with the work performed, materials furnished, or services provided to Contractor during the term of this

Agreement.

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be

settled by binding arbitration and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The prevailing party in any arbitration concerning this Agreement shall be entitled to reasonable attorneys' fees.

## Article 4. Warranty:

Subcontractor warrants its work for a period of 2 year(s) against all defects in materials or workmanship.

## Article 5. Miscellaneous:

Subcontractor is an independent contractor and not an employee of Contractor.

This Agreement shall be in full force and effect from the date of signing unless canceled in writing by either party with thirty (30) days' written notice. The cancellation of this Agreement shall not negate any term or condition, such as the indemnity or insurance requirements.

This Agreement is governed by the laws of the Republic of South Africa. Any amendment(s) must be given in writing.

**SUBCONTRACTOR**

**CONTRACTOR**

Company: **ABC (PTY) LTD**

Company: **XYZ PROJECTS (PTY) LTD**

By: \_\_\_\_\_ By \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Signature \_\_\_\_\_

**WITNESS 1**

**WITNESS 2**

By: \_\_\_\_\_ By \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_