



SERVICE LEVEL AGREEMENT

Entered into by and between:

RICHMOND LOCAL MUNICIPALITY

A Local Municipality established in terms of the provisions of the Local Government

Municipal Structures' Act No. 117 of 1998

(Herein represented by **Mr. B E Mswane** in his capacity as the **Municipal Manager**)

(Hereinafter referred to as "The Municipality")

And

AGAPE HARVEST ENTERPRISE

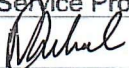
REGISTRATION NUMBER: 2017/482502/07

(A Private company duly registered in terms of the laws of South Africa, having its main place of business at 30 Dalepark, Shastri park, phoenix, KwaZulu Natal , 4068 and duly represented herein by Ms Michal Micheal, in her capacity as Director and an authorised signatory herein)

(Herein referred to as "The Service Provider")

TENDER NUMBER: RFB740: SUPPLY AND DELIVERY OF LAPTOPS AND LAPTOP BAGS

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Municipal manager	Witness 1	Witness 2	Service Provider	Witness 1	Witness 2
					

1. INTRODUCTION

It is recorded that:

- 1.1. The Municipality called for suitably qualified service providers to supply and deliver laptops and laptop bags under a transversal contract Tender no: RFB740.
- 1.2. The Municipality, in terms of its Supply Chain Management procedures awarded and appointed Agape Harvest Enterprise (the Service Provider) as the preferred bidder in terms of the Letter of Appointment dated 28 August 2025 attached hereto and marked Annexure "A";
- 1.3. The Service Provider has accepted the appointment, its Acceptance Letter.
- 1.4. Service Provider and the Municipality (herein referred to as the Parties) have reached an agreement on the terms and conditions which will regulate the provision of the services and wish to reduce their agreement to writing as follows:

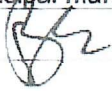
WHEREFORE

The Parties record their terms and conditions of agreement set out in this Contract.

2. INTERPRETATION

- 2.1 The headings of the clauses in this Contract are for the purpose of convenience and reference only and shall not be used in the interpretation of or modify the terms of this Contract nor any clause thereof unless a contrary intention clearly appears.
- 2.2 Words importing –
 - 2.2.1 the singular includes a reference to the plural and vice versa.
 - 2.2.2 any one gender includes a reference to the other genders,

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Municipal manager	Witness 1	Witness 2	Service Provider	Witness 1	Witness 2
					

AGAPE HARVEST ENTERPRISE SLA- SUPPLY AND DELIVERY OF LAPTOPS

2.2.3 a natural person includes a reference to a juristic person and vice versa.

2.3 Where any term is defined within the context of any particular clause in this Contract, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, shall bear the meaning ascribed to it for all purposes in terms of this Contract, notwithstanding that that term has not been defined in this interpretation clause.

3. PURPOSE OF THE AGREEMENT

3.1. The Service Provider shall be responsible for the following:

3.1.1 procuring the laptops and laptop bags as per the specifications of the Municipality as listed in the Scope of Work under transversal contract Tender no. RFB740; and

3.1.2 the delivery of the laptops and laptop bags to the Municipality.

3.2. In the execution of the work, the Service Provider shall ensure timeous performance of its obligations in terms of this agreement.

4. SERVICES TO BE RENDERED

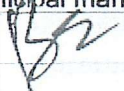
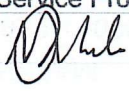
4.1. The Service Provider shall be responsible for the following:

4.1.1 procurement of the 32x laptops and 32 x laptop bags as per the specification of the Municipality.

4.1.2 ensure that all laptops have 3 years on site next business day warranty as specified by the Municipality.

4.1.3 delivery to the Municipality within 30 days.

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Municipal manager	Witness 1	Witness 2	Service Provider	Witness 1	Witness 2
					

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- 4.1.5 The Service Provider undertakes to provide the services within the applicable time period(s) set out in the appointment letter and service request unless prior written consent of the Municipality has been obtained for an extension of time.
- 4.2. The general scope of work not being materially altered in so far as: The service provider shall execute and complete the work in accordance with the Contract Documents consisting of the following
- (a) The tender and appendix to tender;
 - (b) The condition of tender;
 - (c) The general condition of contract;
 - (d) The special conditions of contract;
 - (e) The standard specifications;
 - (f) The project specifications;
 - (g) The price schedule of quantities;
 - (h) The Service Request;
 - (i) All forms, certificate, and schedules to be completed by the Service Provider
 - (j) Any addenda issued before the tender closing date and incorporated in the tender;
 - (k) The letter of appointment and letter of acceptance;
 - (l) Any revised scope of work which has been reduced in writing and ratified by all parties.

5. AUTHORISED REPRESENTATIVES

- 5.1. The Municipality hereby appoints **Ms. Zanele Zuma** to serve as a liaison officer between the respective parties for the purpose of amongst other functions, monitoring the services, issuing instruction, taking reports from the service provider, evaluating work delivered, receiving, and certifying invoices for payment for work duly delivered and for payment, et al.
- 5.2. The Municipality warrants that the only person officially authorised to sign any legal document including this contract on behalf of the Municipality, is Mr. B E Mswane in his capacity as the Municipal Manager and as a duly authorised signatory to this contract.

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Municipal manager	Witness 1	Witness 2	Service Provider	Witness 1	Witness 2
					

5.3. The Service Provider hereby appoints Ms Michal Micheal as its duly authorised representative to serve as a liaison officer between the respective parties, in her capacity as a Director.

5.4. The Service Provider warrants that Ms Michal Micheal in her capacity as the representative of Agape Harvest Enterprise (Pty) Ltd is duly authorised to sign this contract on behalf of the Service Provider.

5.5. The said persons referred to in paragraphs 8.2 and 8.4 respectively may execute any document that is required or is permitted to be executed, under this Contract.

6. TAXES AND DUTIES

Unless otherwise specified, the Service Provider and sub-consultants shall pay such taxes, duties and fees, as may be levied in terms of South African legislation, the amount of which is deemed to have been included in the fees/price.

7. COMPLIANCE WITH LAWS AND REGULATIONS

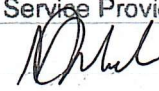
The parties shall comply with all laws, regulations, and bylaws of local or other authorities having jurisdiction regarding the execution of the work, the parties shall give all notices and pay all charges required by such authorities. The Municipality shall deal with the amount thus paid.

8. FORCE MAJEURE

8.1. Subject to the following provisions of this clause, no party shall be responsible to the other for its failure to perform or any delay in performing any obligation under this agreement in the event and to the extent that such failure or delay is caused by *force majeure*.

8.2. For the purposes of this agreement *force majeure* shall mean any circumstance which is beyond the reasonable control of the party giving notice of *force majeure* ("the affected party"), including but not limited to war (whether declared or not), revolution, invasion, insurrection, riot, civil commotion, mob violence, sabotage, blockade,

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Municipal manager	Witness 1	Witness 2	Service Provider	Witness 1	Witness 2
					

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embargo, boycott, the exercise of military or usurped power, fire, explosion, theft, storm, flood, drought, wind, lightning or other adverse weather condition, epidemic, quarantine, accident, breakdown of machinery or facilities, strike, lockout or labour dispute, acts of restraints of government imposition, or restrictions of or embargoes on imports or exports, but shall exclude any breakdown and non-operation of the service providers equipment.

- 8.3. Notwithstanding the provisions of clause 8.1, a labour dispute, strike or lockout which could be resolved by the affected party acceding to the demands made of it, shall be deemed to be an event of force majeure.
- 8.4. The affected party shall give notice thereof to the other promptly upon the occurrence of an event of force majeure.

9. RISK AND OWNERSHIP

- 9.1. Risk in the laptops and laptop bags shall pass to the Municipality as soon as it has been delivered and offloaded at the Port of Loading for transportation to the Municipality.
- 9.2. Ownership of the laptops and laptop bags shall pass to the Municipality as soon as it has been paid for in full

10. BREACH

- 10.1. In the event of the defaulting Party failing to comply with its obligations in terms of this Contract for which no specific remedy has been provided, the aggrieved Party may, by written notice addressed to the defaulting Party, require the defaulting Party to remedy its breach within 5 (five) business days of the date of such notice or should either Party commit any act of insolvency or be placed under judicial management or be wound up compulsorily or pass a resolution to wind up voluntarily or compromise generally with its creditors, or commit or suffer the commission of any breach of any of the terms and conditions of this agreement which by its nature cannot be remedied within a

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Municipal manager	Witness 1	Witness 2	Service Provider	Witness 1	Witness 2
					

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reasonable period of time, on more than one occasion, the other Party shall be entitled to notwithstanding any previous waiver or indulgence granted to the defaulting Party, at its election, in addition to any other remedies which it may have, to terminate this agreement.

10.2 If the defaulting Party fails to remedy its breach within the aforesaid period, the aggrieved Party may, without prejudice to any rights it may otherwise have against the defaulting Party, either—

10.2.1 claim specific performance of the obligations of the defaulting Party, in terms of this Contract; or

10.2.2 cancel this Contract and recover damages for breach of contract, from the defaulting Party where such breach is material.

11. TERMINATION

11.1. The Municipality may, on not less than 5 (five) business days' written notice of termination to the Service Provider, terminate the provision of any Services, should—

11.1.1 The Service Provider fail to remedy a failure in the performance of the Services hereunder, within 5 (five) business days of receipt of such notice, or within such further period as the Municipality may approve, in writing;

11.1.2 The Service Provider fail, in the absence of any review or appeal proceedings, to comply with any final decision reached as a result of any legal or arbitration proceedings;

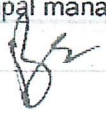
11.1.3 as a result of *force majeure*, the Service Provider be unable to perform a material portion of the Services for a continuous period of not less than 60 (sixty) business days;

11.1.4 The Service Provider, in the judgement of the Municipality has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For purposes of this clause;

11.1.5 The Municipality, in its sole discretion, and for any reason, whatsoever, decides to terminate the Contract;

11.1.6 Should the Municipality terminate the Contract, pursuant to the provision of clause 11.1.4, the Municipality may withhold the payment of all outstanding

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Municipal manager	Witness 1	Witness 2	Service Provider	Witness 1	Witness 2
					

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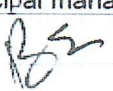
fees and disbursements payable to the Service Provider resulting from practises emanating from clause 11.1.4;

- 11.1.7 Should the Municipality terminate the contract pursuant to the provisions of Clauses 11.1.3 and clause 11.1.5 the Municipality will be liable for the payment of all outstanding fees and disbursements payable to the Service Provider, as at the date of such termination.

- 11.2 Where this contract is terminated the following shall apply:

- 11.2.1 The employment of the Service Provider shall be terminated, and execution of the works shall cease. The Service Provider shall remain responsible for the works until possession is relinquished to the municipality;
- 11.2.2 The Municipality shall forthwith compile a report on the status of the portion of the works executed by the Service Provider and shall issue such report to the parties;
- 11.2.3 The Municipality shall timeously commence and complete a final account;
- 11.2.4 The Service Provider shall not be relieved of any of its liabilities concerning that portion of the works executed by the Service Provider;
- 11.2.5 The municipality may employ other parties to safeguard the works, complete the outstanding work and to rectify defected in that portion of the works executed by the Service Provider. The cost of work thus carried out shall be certified by the Municipality and paid direct to such parties;
- 11.2.6 The municipality may use this Service Provider materials and goods, temporal buildings, plants and machinery on the site for proceeding with the works;
- 11.2.7 Where applicable the municipality shall be entitled to apply the penalty up to the date of termination and thereafter may recover damages from the Service Provider including, but not limited to, extra costs incurred in the completion of the outstanding work;
- 11.2.8 Where the current practical completion date has not occurred the municipality may recover damages;
- 11.2.9. The Municipality shall continue to issue interim payment certificates in nil amount until the quantum of damages has been determined and the final

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Municipal manager	Witness 1	Witness 2	Service Provider	Witness 1	Witness 2
					

account has been completed. The final payment certificate shall den be issued;
and

11.2.10 The latent defects liability period shall end.

11.3 The right to termination may not be exercised where the municipality is in material breach of this agreement.

12. ASSISTANCES BY THE MUNICIPALITY

The Municipality shall use its best endeavours, to assist the Service Provider to render the services and shall make available to the Service Provider any service and /or facility, as may be agreed upon.

13. CONFLICT OF INTEREST

Neither the service provider, nor the sub-consultants or personnel shall engage, either directly or indirectly, during this Contract, in any business or activities that would be in conflict with the activities assigned to them in terms of this Contract.

14. PAYMENT FOR SERVICES

14.1 The price at which the Laptops and laptop bags will be supplied has been quoted by the service provider to the Municipality at the sum of R 462 450.00 (**FOUR HUNDRED AND SIXTY-TWO THOUSAND, FOUR HUNDRED AND FITY RAND ONLY**) inclusive of VAT, which has been accepted by the Municipality.

14.2 The Municipality shall pay the Service Provider by no later than 30 days of presentation of a valid tax invoice and the required supporting documents and/ or vouchers in respect of services rendered by the Service Provider.

14.3 The Municipality shall not pay value-added tax ("VAT") unless the Service Provider has furnished the Municipality with proof of its registration for VAT and its VAT registration number.

14.4 The Municipality shall not pay to the Service Provider any amount, which exceeds the amount specified in a quotation given by Service provider as applicable, unless the parties have agreed in advance in relation to any varied payment.

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Municipal manager	Witness 1	Witness 2	Service Provider	Witness 1	Witness 2
					

14.5 Invoices to be submitted to the Municipality by the Service Provider must include all costs as applicable and any other costs incidental and/or related to the rendering of the service.

14.6 Payment shall be made as follows:

14.6.1. The service provider will submit the invoice with supporting documents to the municipality;

14.6.2. The Municipality's authorised representative will verify and confirm the accuracy of the invoice and certify the invoice for payment;

14.6.3. The invoice will be certified for payments and payments shall be made to the service provider's nominated bank account.

15. UNDERTAKING BY THE SERVICE PROVIDER

15.1. The Service Provider undertakes to-

15.1.1 execute the services and carry out all contractual obligations with due diligence, efficiency and economically, in accordance with generally accepted professional techniques and practices;

15.1.2 always act as a conscientious advisor to the Municipality and will at all times support and safeguard the legitimate interests of the Municipality in any dealings with third parties in respect of any matter relating to this contract;

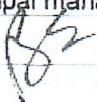
15.1.3 acknowledge the statutory functions and duties of the Municipality and undertakes to perform its obligations under this contract in a manner that will not in any way detract from the image and reputation of the Municipality; and

15.1.4 ensure that the skills transfer takes place to encourage and support the development of professional technology, competence, with high standards of performance amongst Municipal Officials.

16. AGENCY AND REPRESENTATION

16.1 This contract does not confer on the Service Provider any right of agency or representation of the Municipality or to hold out that it has a special relationship with

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Municipal manager	Witness 1	Witness 2	Service Provider	Witness 1	Witness 2
					

the Municipality. Any representation to this effect by the Service Provider will constitute a material breach of this contract.

- 16.2 The Service Provider does not have the authority to incur any debt or other liability or to obtain any credit facilities in the name of or on behalf of the Municipality, without the prior written authority of the Municipality.
- 16.3 Nothing in this contract must be construed as constituting a contract of employment between the Service Provider and the Municipality who by their signatures to this contract acknowledge that no such relationship exists.

17. CONFIDENTIALITY

- 17.1 For the purposes of this clause, confidential information includes any information or knowledge acquired by the Service Provider in the course of or incidental to providing the services to the Municipality in terms of this contract, whether such information originates from the Municipality or from other persons.
- 17.2 The Service Provider may not, directly, or indirectly, disclose any confidential information relating to the affairs of the Municipality to anyone except those persons authorised to have access to such information, or use such confidential information, unless for a purpose authorised by the Municipality or by law. If there is any doubt whether any disclosure or use is for an authorised purpose, the Service Provider must obtain a ruling in writing from the Municipality and must abide by it.
- 17.3 The obligation not to disclose or use confidential information contemplated in clause 20.2 will survive the termination of this contract, but the prohibition on disclosure will not apply to confidential information, which is already in the public domain, other than as a result of being divulged by the service provider.

18. PROPERTY OF THE MUNICIPALITY

- 18.1 Upon the termination of this contract for any reason, the Service Provider must immediately return to the Municipality all property whatsoever which belongs to the Municipality.

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Municipal manager	Witness 1	Witness 2	Service Provider	Witness 1	Witness 2
					

- 18.2 In addition, the Service Provider must return to the Municipality all other material containing information relating to the affairs of the Municipality, regardless of whether or not such material was originally supplied by the Municipality, including, but not limited to, designs, records, discs, accounts, letters, notes or memoranda.

19. INDEMNITY

- 19.1 During and after this contract –

19.1.1 the Service Provider will keep the Municipality indemnified against all indirect and consequential and special or direct losses and damages and expenses and costs and claims including, but not limited to, legal fees and expense suffered by the Municipality or any third party where such loss or damage or expense or cost is the result of any wrongful action or omission or negligence or breach of any contract by the Service Provider or its employees and /or its agents; and

19.1.2 The Municipality will not be liable for any loss incurred by the Service Provider as a result of any unnecessary or irrelevant work done by the Service Provider including work done after an extension.

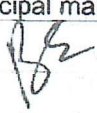
20 DURATIONS OF CONTRACT

- 20.1 Notwithstanding the date of signature hereof, the parties have agreed that this contract commences on the date of appointment between the Service provider and the Municipality and therefore shall remain in effect until the completion of the works which shall not be longer than a period of one (1) month after the appointment, and that the duration is based on the terms as set out in the Municipal Finance Management Act, Act No. 56 of 2003 (The MFMA).

- 20.2 The contract is not automatically renewable upon the end of the one-month period and should be considered terminated at contract expiry.

- 20.3 In the event of the service not being concluded within the duration of this contract then both parties may in writing consent to an extension of this contract for a period

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Municipal manager	Witness 1	Witness 2	Service Provider	Witness 1	Witness 2
					

until such time as both parties have discharged all of their obligations in terms of the contract and as per the MFMA.

21. GENERAL

- 21.1 This contract constitutes the entire contract between the parties.
- 21.2 This contract wholly supersedes and replaces any previous contracts concerning the provision of services by the Service Provider to the Municipality, which may have come into existence between the parties prior to the signing of this contract, and irrespective of whether such previous contracts came into existence through conduct, orally or in writing.
- 21.3 On entering this contract, no party relies on any warranties, representations, terms, conditions, disclosures or expressions of opinion in respect of matters dealt with in this contract that are not contained in this contract.
- 21.4 No relaxation, extension or indulgence which a party may grant to any other constitutes a waiver of any right of that party or a novation of any term of this contract and does not preclude that party from exercising any right which may have arisen in the past or which arises in the future.
- 21.5 No variation, suspension, deletion, amendment or modification of this contract, including this clause, is of any force or effect, unless recorded in writing and signed by the parties, and is effective only in the specific instance and for the purpose and to the extent set out.
- 21.6 This contract may not be ceded or assigned nor the rights in terms of this contract pledged or made over to any other person.

22. DOMICILIUM ADDRESS AND NOTICES

- 22.1. The parties choose as their addresses for the purposes of this contract, the addresses set out below, and any party may change its domicilium as aforesaid by written notice to the other party, which change will take effect seven (7) days after the date of receipt or deemed receipt of such notice. The changed address must be a physical address:

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Municipal manager	Witness 1	Witness 2	Service Provider	Witness 1	Witness 2
					

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RICHMOND LOCAL MUNICIPALITY

The Office of the Municipal Manager
57 Shepstone Street
Richmond
3780
Telephone No: (033) 212 2155
Telefax No: (033) 212 4668

THE SERVICE PROVIDER

THE DIRECTOR
AGAPE HARVEST
30 DALEPARK, SHASTRI PARK
PHOENIX
4068

22.2 Any notice or correspondence given by hand, or given by pre-paid registered post or by telefax to the domicilium chosen by the addressee in terms of clause 24.1 will be deemed to have been received by the addressee -

22.2.1 on the date on which the same was delivered, if delivered by hand;

22.2.2 on the seventh (7th) day after the date of posting, if sent by pre-paid registered post;

22.2.3 on despatch, if sent to the addressee's telefax number.

23. MAGISTRATE' COURT JURISDICTION

23.1 For the purposes of all or any legal proceedings arising from this contract, the parties' consent to the jurisdiction of the Magistrates' Court having territorial jurisdiction, despite that such proceedings are otherwise beyond its jurisdiction. This clause must be deemed to constitute the required written consent-conferring jurisdiction in terms of section 45 of the Magistrates' Court Act, 1999.

23.2 Despite clause 28.1, the parties may agree to institute proceedings in any other competent court.

24. WAIVER

24.1 No waiver of any of the terms and conditions of this Contract shall be binding unless expressed in writing and signed by the party giving the same, and any such waiver shall be affected only in a specific instance and for the purpose given.

24.2 No failure or delay on the part of either party in exercising any right, power or privilege precludes any other or further exercising thereof or the exercising of any other right, power or privilege.

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Municipal manager	Witness 1	Witness 2	Service Provider	Witness 1	Witness 2
					

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- 24.3 No indulgence, leniency, or extension of time which any party (the grantor) may grant or show the other party, shall in any way prejudice the grantor or preclude the grantor from exercising any of its rights in terms of this Contract.

25. PENALTIES

A penalty of 0.1% (zero-point one percent) of the project value shall be charged by the municipality to the service provider for each additional day taken by the service provider to complete the project after the agreed upon completion date.

26. CONTRACTUAL AGREEMENT

This agreement is the entire contract between the parties regarding the matters addressed herein. No representations, terms, conditions, or warranties not contained in this agreement shall be binding on the parties. No agreement or addendum varying, adding to, deleting or terminating this agreement including this clause shall be effective unless reduced to writing and signed by the parties.

Contracting Parties

- (1) Municipality RICHMOND LOCAL MUNICIPALITY

Physical address 57 SHEPSTONE STREET RICHMOND 3780

Tel 033 212 2155 Fax _____ E-mail mm@richmond.gov.za

- (2) Service Provider AGAPE HARVEST ENTERPRISES PTY LTD

Physical address 30 DALE PARK, SHASTRI PARK, PHOENIX, 4068

Tel 072-741 4547 Fax — E-mail Michael@ag-h-ic.co.za

Tax/VAT No NOT VAT REGISTERED

The accepted contract sum (Amount inclusive of tax)

R 462 450.00

In words **FOUR HUNDRED AND SIXTY-TWO THOUSAND, FOUR HUNDRED AND FIFTY RAND ONLY**

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Municipal manager	Witness 1	Witness 2	Service Provider	Witness 1	Witness 2
					

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Signature of the contracting parties:

Thus, done and signed at RICHMOND on 29 August 2025

BHEKANI.E. MSWANE
Name of signatory

[Signature]
for and behalf of the municipality who by
Signature hereof warrants authorisation hereto

MUNICIPAL MANAGER
Capacity of signatory

As Witness (1)

Thus, done and signed at _____ on _____

MICHAEL MICHAEL
Name of signatory

[Signature]
for and behalf of the service provider who by
Signature hereof warrants authorisation hereto

DIRECTOR
Capacity of signatory

As Witness (2)

Details of witness (1)

Details of witness (2)

Name : _____ Name : _____

Address: _____ Address: _____

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Municipal manager	Witness 1	Witness 2	Service Provider	Witness 1	Witness 2
<u>[Signature]</u>			<u>[Signature]</u>		