



**DIAMOND
ELECTRICAL LLC**

Contract Agreement Certificate

This is to Certify that

**ELECTRICAL INSTALLATION
KANSAS**

Has on this day the 12th of July 2024

Award a Contract to

**WIRE AND INSTALL/MAINTENANCE OF ALL
ELECTRICAL COMPONENTS/
A 2, 073-FOOT SKYSCRAPER**

Duration: Two (2) years and four (4) months

Contract Value: Six Million Three Hundred
Thousand United State Dollars (\$6,300,000.00)

CONTRACT CODE: WE-DIA/ST98QXIT

TO

ALEXANDER STERLING



SIGNED





TRANSACTION CODE: *WE-DI/ST98QX1T*
TRANSACTION CODE: *JVOPR/TTO/AGCF/VOL.1/0014*

THIS SERVICE AGREEMENT ("the Agreement") shall commence on the **12th of July 2024** ("the Effective Date") and is concluded by and between **12th of November 2026**, an electrical contractor, with its principal place of business situated at **Kansas ("Alexander")**, and **Wire and Install / Maintenance of all Electrical Components/ A 2, 073-Foot Skyscraper** ("the Client") with residential / business address situated at **Rijvisschepark 110-9052 Bru, Belgium** ("the Client's Premises").

The parties agree that this is the sole agreement between them in respect of the provision of the Services by Williams to the Client. Capitalized terms used in this Agreement shall have the meanings assigned to them herein.

A Scope of work (*Electrical Installation and Maintenance of all Electrical Components / A 2, 073-Foot Skyscraper*)

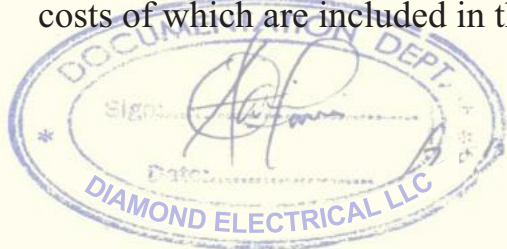
Alexander shall provide electrical maintenance services to the Client, at the Client's Premises referred to above.

The scope of work to be performed by **Alexander** to the Client is set forth below (and is hereinafter referred to as "the Services").

1.1 **Alexander** shall be available on reasonable notice, and on dates to be arranged between the parties, to conduct all electrical maintenance inspections at the Client's Premises and provide all labour which may be required to repair any necessary electrical fault and to restore the respective item back to working order. This includes, but is not limited to, the repair of:

- 1.1.1 Geyser connections and isolators including the thermostat;
- 1.1.2 Plug points;
- 1.1.3 Light switches and light points repairs;
- 1.1.4 Distribution boards and all the connections;
- 1.1.5 Earth leakages;
- 1.1.6 Circuit breakers;
- 1.1.7 Automated timers and day/night sensors;
- 1.1.8 Pool motors; and
- 1.1.9 Stoves and Ovens.

1.2 Telephone support and email support will also be provided by **Alexander** to the Client, the costs of which are included in the monthly fee.





TRANSACTION CODE: *WE-DI/ST98QX1T*
TRANSACTION CODE: JVOPR/TTO/AGCF/VOL.1/0014

1.3 The following specified services will also be provided by **Alexander** to the Client, the cost of which is also covered by the monthly fee payable in terms of this Agreement:

- Electrical wiring and installation
- Installation of 50 kVA Transformer
- Installation of Siemens Unit Power Substation Transformer
- Installation of Lennox HVAC Units

1.4 The traveling costs of **Alexander** to attend to any scheduled maintenance callout during ordinary working hours (weekdays between 8h00 and 16h00) are included and covered in the monthly fee.

1.5 **Alexander** shall identify any defects with the electrical installation on the Client's Premises. If the defect/s is/are found to be non-compliant with Occupational Health and Safety Act No.85 of 1993 or any of its regulations, or other legislation, a quote shall be supplied to the Client for the rectification of the defects to ensure that the electrical installation at the Client's Premises complies with the above mentioned legislation. If the quotation is accepted by the Client, these costs shall be additional costs for the Client's account.

2. Excluded Services

2.1 The following services, products and materials are not included or covered in the monthly fee:

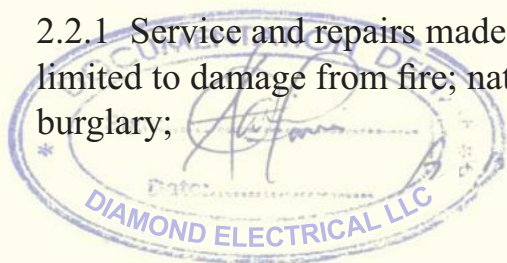
2.1.1 Damage as a result of illegal connections;

2.1.2 Damage or defects arising from non-compliance with the Electrical Installation Regulations promulgated under the Occupational Health and Safety Act, No 85 of 1993 and any other relevant regulations and legislation; and

2.1.3 Any services, products and materials used to rectify any non-compliance with the above legislation.

2.2 The Client understands and agrees that any services that may be required to recover from electrical failures and/or incidents or damage caused by any of the following circumstances are not considered as normal maintenance and are therefore not covered under this Agreement:

2.2.1 Service and repairs made necessary due to accidents or acts of God, including but not limited to damage from fire; natural disasters; flooding; lightning; terrorism; vandalism, or burglary;





TRANSACTION CODE: *WE-DI/ST98QX1T*
TRANSACTION CODE: JVOPR/TTO/AGCF/VOL.1/0014

2.2.2 Service and repairs made necessary by the alteration or modification of equipment, fittings or connections other than that which has been recommended or supplied and installed by Alexander

2.2.3 Service and repairs of damage or defects which have been caused by neglect, abuse, malicious activity, or misuse including, without limitation, use of any electrical connection, equipment or fittings for any purpose other than which it was designed, by the Client, its employees, or third party contractors;

2.2.4 Service or repairs of any electrical connections, wiring or the like which may be required as a result of damage caused by electrical wiring or supply provided by the supplier of electricity or resulting from electrical surges; sags; or spikes in supply;

2.2.5 Repairs to appliances, unless stated above;

2.2.6 All materials required for any repairs;

2.2.7 All costs associated with after hours call outs (such as traveling costs, labour and parts).

3 Excluded Costs

3.1 The Client understands and agrees that the following costs are not covered by the monthly fees set forth in this Agreement and shall be charged by **Alexander** to the Client in addition to the monthly fee:

3.1.1 Any labour for work performed outside of the Services;

3.1.2 Parts, materials, hardware, software and appliances supplied and provided to the Client;

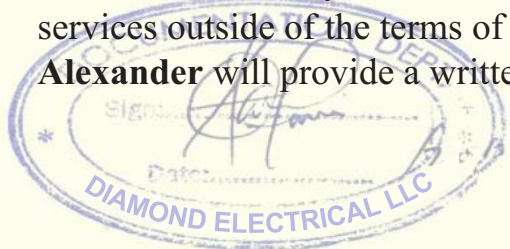
3.1.3 Manufacturer or vendor support fees, whether by annual contract or per incident;

3.1.4 The transport costs to attend to work that is conducted outside of the Gauteng Province;

3.1.5 Any after hour call outs (being call outs over weekends and public holidays or after 16h00 during the week) and the labour and traveling costs associated therewith.

4. Additional Projects

4.1 **Alexander** may advise, and or the Client may occasionally require, additional or amended services outside of the terms of this Agreement (hereinafter referred to as "Additional Projects"). **Alexander** will provide a written quote for any Additional Project required by the Client. The Client





TRANSACTION CODE: *WE-DI/ST98QX1T*
TRANSACTION CODE: JVOPR/TTO/AGCF/VOL.1/0014

will be required to provide written acceptance of the quote for any Additional Project before any work for such Additional Project is performed and the Client understands that a separate invoice(s) will be generated for such work. Examples of Additional Projects *include*:

4.1.1 Electrical system development, programming, or customization of any electrical system;

4.1.2 Cost to bring the Client's electrical system up to minimum standards, and /or comply with relevant regulations and legislation;

4.1.3 Training provided to the Client or any of its employees or representatives in respect of any electrical installation; and

4.1.4 Designing, project management, and advisory consulting services.

4.2 Payment of any additional costs, goods or services, provided in terms of an Additional Project shall be made to **Alexander** within seven (7) business days after **Alexander** has issued an invoice in respect of those costs.

5 Pricing and Payment

5.1 In consideration for the Services contemplated by this Agreement, the Client Shall pay **Alexander** per month, via debit order. Payment is to be made via debit order on the first day of every month.

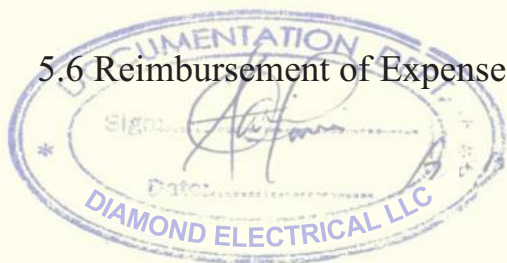
5.2 If a debit order is rejected, for any reason whatsoever, any cost associated by **Alexander** therewith will be passed onto the Client.

5.3 If any debit order is rejected the Services herein will be suspended until such time as all outstanding payments due to **Alexander** have been made.

5.4 An annual 10% price increase will be effective on each anniversary date of the Effective Date unless the Client cancels the Agreement as provided for herein.

5.5 Hourly Rates for services which are not covered by the above mentioned monthly fee are as follows: R550.00 for the first half hour, and R500.00 for each additional hour thereafter.

5.6 Reimbursement of Expenses: The Client will reimburse **Alexander** for any traveling costs





TRANSACTION CODE: *WE-DI/ST98QX1T*
TRANSACTION CODE: JVOPR/TTO/AGCF/VOL.1/0014

prevailing "AA" per kilometer tariffs for any Additional Project, service rendered outside the Gauteng area or after hours call outs.

1. Term

The initial term of this Agreement shall be 11 months, commencing from the Effective Date. The Agreement shall be renewed on a monthly basis, unless the Client provides **Alexander** with written notice at least one month prior to the end of the initial term, of its intention to cancel the Agreement.

1. Service Times

7.1 Telephone support will be available to the Client from 8h00 to 16h00, Mondays to Fridays. Messages left by the Client for **Alexander** after these hours will be returned within 24 hours.

7.2 **Alexander** shall only perform Services at the Client's premises between 8h00 and 16h00, Monday to Friday. After hours / weekend service will only be available upon the Client's request and subject to **Alexander** availability at after hours rates.

1. The Client's Obligations

8.1 The Client may be required to conduct preliminary diagnostic steps or provide additional information related to a support request, before a technician is dispatched to the Client's premises.

8.2 The Client shall refrain from hiring or sub-contracting with any of **Alexander** employees in respect of any Services, electrical installations, repairs or otherwise.

1. General

9.1 Except as otherwise provided for in terms of this Agreement, the Client shall be responsible for providing the necessary electricity, information and access to the Client's Premises as required by **Alexander** to render the Services. Except as otherwise provided in terms of this Agreement, the Client shall be responsible for the application, correct operation, maintenance and support of its electrical systems, and all components thereof including, but not limited to, the implementation of appropriate procedures, training and safeguards.





TRANSACTION CODE: *WE-DI/ST98QX1T*
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9.2 The Client shall be responsible for any maintenance which is specified by **Alexander** or any third party manufacturer as being preventative maintenance with respect to the Services.

9.3 Installation dates for any products or materials are estimates only. The Client shall be responsible for preparation and maintenance of the site for such installation, including, but not limited to, providing the necessary electrical power.

9.4 **Alexander** hereby warrants that any services, products or materials to be supplied and/or installed by **Alexander** under the Agreement shall be performed or installed by **Alexander** in a proper and workmanlike manner, consistent with generally prevailing industry standards for comparable services, and in compliance with the requirements of this Agreement.

9.5 **Alexander** shall not be liable to the Client, or any of its employees, agents or contractors, or to any other third party, for any loss of profits, loss of business, or indirect, incidental, special, consequential, exemplary or punitive damages arising out of or related to the Agreement.

9.6 **Alexander** liability to the Client under the Agreement shall in any event be limited to the total amount paid by the Client to **Alexander** pursuant to the Agreement for the Services during the preceding two (2) years and four (4) months.

9.7 The parties may terminate the Agreement, as follows:

9.7.1 By mutual, written consent between the parties;

9.7.2 If a Party ("the Defaulting Party") commits a breach and/or fails to meet its obligations in terms of this Agreement and fails to remedy such breach after having received not less than 15 (fifteen) days written notice from the other Party ("the Innocent Party") to do so, then the Innocent Party shall be entitled to, without further notice and without prejudice to any other rights acquired by law, to either claim specific performance from the Defaulting Party or cancel this Agreement, in either event without prejudice to the Innocent Party's right to claim damages; and





TRANSACTION CODE: *WE-DI/ST98QX1T*
TRANSACTION CODE: JVOPR/TTO/AGCF/VOL.1/0014

9.7.3 Either party may, with or without cause, upon two calendar months' written notice to the other party, terminate this Agreement.

9.8 Any notice addressed to a party at its physical or postal address must be sent by prepaid registered post, or delivered by hand.

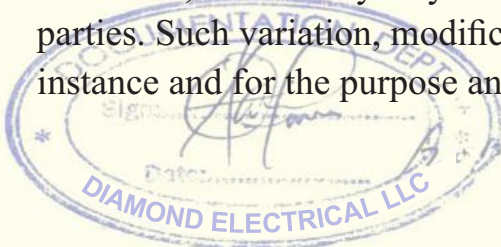
9.8.1 Unless the contrary is proved, a notice is deemed to be received:
if posted by prepaid registered post, five (5) business days after the date of postage; if hand delivered, on the first business day after the day delivery; if sent by telefax or email with a receipt received confirming completion of transmission, on the first business day after the date of transmission.

9.8.2 Notwithstanding anything to the contrary in this clause 9.8, any notice or other communications provided for or necessary in terms of this Agreement which are actually received by the person to whom it is addressed shall be adequate written notice or communication notwithstanding that it was not sent to or delivered at the chosen domicilia citandi et executandi.

9.9 This Agreement shall not create, nor shall be represented by either party to create, a partnership, joint venture, employer- employee, master-servant, principal-agent, or other relationship whatsoever between them.

9.10 Neither party shall be deemed to be in default of the Agreement or any of its terms to the extent that performance of its obligations (other than an obligation of payment) or attempts to cure any breach, are delayed or prevented by any act of God, fire, natural disaster, accident, civil disturbance, terrorism, acts or omissions of suppliers and other third parties, act of government, strikes, unavailability of material, facilities, telecommunications services or supplies or any other cause beyond the reasonable control of such party (a "Force Majeure Event").

9.11 No variation, modification, amendment or agreed cancellation of all or any terms of this Agreement including this non variation clause, part or annexure, or consent to any departure therefrom, shall in any way be of any force or effect, unless agreed to in writing and signed by the parties. Such variation, modification, amendment or consent shall be effective only in the specific instance and for the purpose and to the extent for which it is made or given.





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9.12 The Agreement shall be governed by and construed in accordance with the laws of France. The parties here to consent to submit to the jurisdiction of the High Court of France, Manège Versailles France Paris for any actions, application or proceedings arising out of or relating to the Agreement.

9.13 This Agreement shall be indivisible, save that should it transpire that any part or parts thereof are invalid or unenforceable, such invalid or unenforceable parts shall be severable so that the remaining parts which are valid and enforceable shall remain valid and shall not also be tainted by such invalidity or unenforceability.

9.14 This Agreement and other annexures hereto constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, purchase orders, understandings and negotiations, whether oral or written, between the parties.

A. Contact Information

Telephone: +1 3162372258 Email: diamondelectricalcompanyllc@gmail.com

ACCEPTED AND AGREED on 12th of July 2024

THE CLIENT

Named: ALEXANDER STERLING
Billing Address: 1831 S Eisenhower Ct, Wichita, KS 67209, United States
Contact +1 3162372258

Signature _____





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I/We hereby instruct and authorize you to draw against my/our account with the abovementioned bank (or any other bank or branch to which I/we may transfer my/our account) the amount necessary for payment of the monthly installment/premium due in respect of the above mentioned agreement/insurance. All such withdrawals from my/our bank account by you shall be treated as though they had been signed by me/us personally.

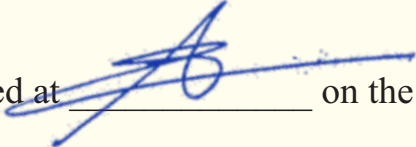
I/We understand that the withdrawals hereby authorized will be processed through a computerized system provided by the South African Bank and I also understand that details of each withdrawal will be printed on my bank statement or on an accompanying voucher.

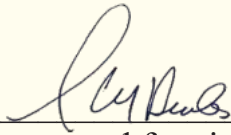
I/We agree to pay any bank charges relating to this debit order instruction.

This authority may be cancelled by me/us by giving you sixty days' notice in writing, sent by prepaid registered post or mail, but I/we understand that I/we shall not be entitled to any refund of any amount which you withdraw while this authority was in force, if such amount were legally owing to you. Receipt of this instruction by you shall be regarded as receipt thereof by my/our bank (whichever it is of will be).

Assignment

I/We acknowledge that the party hereby authorized to effect the drawing(s) against my/ our account may not cede or assign any of its rights to any third party without my/our prior written consent and that I/we may not delegate any of my/our obligations in terms of this contract/authority to any third party without prior written consent of the authorized party.

Signed at  on the **12th of July 2024**


Signature as used for signing cheques

