



## SERVICE CONTRACT

**I. The Parties.** This Service Contract ("Agreement") made on this day .....Month ..... 2023, by and between:

Bosrand Systems Proprietary Limited "Service Provider" with a postal address for this purpose is, P O Box 1355 ABG, Gaborone, and

\_\_\_\_\_ with a Postal address for this purpose of \_\_\_\_\_ "Client".

Service Provider and Client are each referred to herein as a "Party" and, collectively, as the "Parties."

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, the Client hires the Service Provider to work under the terms and conditions hereby agreed upon by the Parties:

**II. Term.** The term of this Agreement shall commence on Day....., Month.....2023 and complete on Day.....Month....., 2023:

**III. The Service.** The Service Provider agrees to provide the following supply and install of generators as per attached invoice/quotation.

Hereinafter known as the "Service".

The Service Provider shall provide, while performing the Service, that he/she/they shall comply with the policies, standards, and regulations of the Client, including local, State, and Federal laws and to the best of their abilities.

**IV. Payment Amount.** The Client agrees to pay the Service Provider the following compensation for the Service performed under this Agreement:

- On installments
  - For a period of three months
  - Other Due date payment Day....., Month....., 2023
- Hereinafter known as the "Payment Amount".P\_\_\_\_\_

**V. Payment Method.** The Client shall pay the Payment Amount:

- 80% deposit
- 20% three Months installments

Hereinafter known as the "Payment Method". The Payment Amount and Payment Method collectively shall be referred to as "Compensation".

**VI. Inspection of Services.** Any Compensation shall be subject to the Client inspecting the completed Services of the Service Provider. If any of the Services performed by the Service Provider pursuant to this Agreement are defective or incomplete, the Client shall have the right to notify the Service Provider within seven days, at which time the Service Provider shall promptly correct such work within a reasonable time.

**VII. Time is of the Essence.** Service Provider acknowledges that time is of the essence in regard to the performance of all Services.

**VIII. Confidentiality.** Service Provider acknowledges and agrees that all financial and accounting records, lists of property owned by Client, including amounts paid, therefore, client and customer lists, and any other data and information related to the Client's business is confidential ("Confidential Information"). Therefore, except for disclosures required to be made to advance the business of the Client and information which is a matter of public record, Service Provider shall not, during the term of this Agreement or after its termination, disclose any Confidential Information for the benefit of the Service Provider or any other person, except with the prior written consent of the Client.

**IX. Safety.** Service Provider shall, at his/her/their own expense, be solely responsible for protecting its employees, sub-Service Providers, material suppliers, and all other persons from risk of death, injury or bodily harm arising from or in any way related to the Services or the site where it is being performed ("Work Site"). In addition, Service Provider agrees to act in accordance with the rules and regulations administered by Botswana law. Service Provider shall be solely responsible and liable for any penalties, fines, or fees incurred.

**X. Alcohol and Drugs.** Service Provider agrees that the presence of alcohol and drugs are prohibited on the Work Site and while performing their Services. If the Service Provider or any of their agents, employees, or subcontractors are determined to be present or with alcohol or drugs in their possession, this Agreement shall terminate immediately.

**XI. Default.** In the event of default under this Agreement, the defaulted Party shall reimburse the non-defaulting Party or Parties for all costs and expenses reasonably incurred by the non-defaulting Party or Parties in connection with the default, including, without limitation, attorney's fees. In the event a suit or action is filed to enforce this Agreement or with respect to this Agreement, the prevailing Party or Parties shall be reimbursed by the other Party for all costs and expenses incurred in connection with the suit or action, including, without limitation, reasonable attorney's fees at the trial level and on appeal. In addition if a client breaches the compensation monthly installments, 5% penalty shall be added to the balance due.

**XII. Governing Law.** This Agreement shall be governed by and shall be construed in accordance with the laws in the Republic of Botswana.

**XIII. Severability.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

**XIII. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties to its subject matter and supersedes all prior contemporaneous agreements, representations, and understandings of the Parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all Parties.

IN WITNESS WHEREOF, the Parties hereto agree to the above terms and have caused this Agreement to be executed in their names by their duly authorized officers.



Cell: 75345210

Postal Address: P o Box 1355ABG Gaborone

Email Address: bosrand@live.com

**BOREHOLE SOLAR SYSTEMS - EQUIPMENT - ACCESSORIES**

**Client's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

Print Name \_\_\_\_\_

Cell:

**Service Provider's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

For/Bosrand Systems (Pty) Ltd

\_\_\_\_\_  
Cell: +26775345210

Email: admin@bosrandsystems.co.bw