

**FORM OF DESIGN INDEMNITY BY SUB-CONTRACTOR**

**PROJECT** : SANSA/NASA data center, Matjiesfontein  
**CONTRACTOR** : TBD  
**EMPLOYER** : SANSA  
**CONTRACT DATE** : \_\_\_\_\_

**DESCRIPTION OF WORK :**  
**DESIGN, SUPPLY AND INSTALLATION OF THE**  
Balustrades

I/We the undersigned, hereby

1. Warrant and undertake unto and in favour of the Building owner, the Architect, the Consulting Engineer and the Principal Contractor that:
  - a) I/We, insofar as the sub-contract works relating to my/our foregoing tender have been or will be designed by me/us, have exercised and shall exercise due and proper skill and care in such design; and
  - b) I/We insofar as any part of the materials or goods for the sub-contract works relating to my/our foregoing tender have been or will be selected by me/us, have exercised and shall exercise due and proper skill and care in such selection of materials or goods; and
  - c) I/We shall comply with and satisfy any performance specification or requirement insofar as such performance specification or requirement is included or referred to in my/our foregoing tender; and
2. Undertake and shall be obliged to pay and make good to the Building Owner all damages which the Building Owner may suffer as a result of my/our non-compliance with the warranties as set out in paragraph 1. above; and
3. Indemnify the Architect, the Consulting Engineer and the Principal Contractor and hold them blameless and free of claims and proceedings of whatsoever nature, instituted against them or any one more of them by any person whatsoever (including the Building Owner) in respect of or arising from the design of the sub-contract works relating to my/our foregoing tender, insofar as such design has or shall be made by me/us, or from the use or any materials or goods for the sub-contract work relating to my/our foregoing tender insofar as such materials or goods have been or shall be selected by me/us, or from my/our failure to comply with and satisfy any performance specification or requirement as is included or referred to in my/our foregoing tender.

For purposes of the Warranty and indemnity the terms Building Owner, Architect, Consulting Engineer and Principal Contractor shall mean the persons indicated as such under the heading CONTRACTING AND OTHER PARTIES in the foregoing tender document.

Except to the extent as set out in the Warranty and Indemnity, nothing herein contained shall create any privity of contract between the Building Owner and myself/ourselves. This Warranty and Indemnity shall become of force and effect in the event of my/our foregoing tender being accepted by the Principal Contractor with or without any modification, and shall in such an event for all purposes be deemed to have been accepted by the Building Owner, the Architect, the Consulting Engineer and the Principal Contractor.

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

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

Name of Signatory : \_\_\_\_\_

Name of firm represented  
By Signatory : \_\_\_\_\_