



VAT No: 4790187670

CK No: 1999/064568/23

PROFILE

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Background of Company

Airwaves Airconditioning CC

Company profile

Background/History:

Airwaves was established during 1999 as **specialist air-conditioning contractors - maintenance, supply and installation of ventilation duct and accessories**. We believe that we can offer a wider range of services, ideally suited to your specific plant requirements, than any other company.

Airwaves is continuously looking for opportunities where we can add value to our business. A direct result of our continuous improvement strategy we successfully restructured our company to incorporate the following services:

1. The refurbishment and maintenance of ventilation and air-conditioning
2. Manufacturing of rectangular and spiral duct add value and savings to the customer.
3. Designing of customer requirements.

AIRWAVES MISSION

AIRWAVES RENDERS A COMPETITIVE AND QUALITY AIR-CONDITIONING CONSULTING AND MAINTENANCE SERVICE TO ALL SECTORS OF INDUSTRY BY APPLYING THE FOLLOWING 5 ENGINEERING PRINCIPLES:

We SUPPORT SELF-MANAGING TEAMS. We strive to provide an environment where everybody is a valued member of a participative management team.

We SUPPORT A FREE ENTERPRISE SYSTEM. We apply high ethical and financial standards. We exercise strict financial control and conduct business on sound economic principles.

We BELIEVE IN THE EMPOWERMENT OF PEOPLE. We encourage individual inputs from all employees and cascade accountability and control down to the point of execution.

AIRWAVES IS COMMITTED TO QUALITY. We put a high premium on individual ownership of work and take pride to supply all our customers with a quality product and/or service. We believe in continuous improvement through the application of sound quality improvement strategies.

AIRWAVES IS COMMITTED TO SAFETY. We adhere to strict in-house safety rules and regulations to provide a safe and healthy work environment.

As part of our mission and vision statements *Airwaves* developed core values that will outline how we will behave within the organization to achieve our strategic goals.

- Customer focus
- Integrity and Trust
- Safety Conscious
- Quality Conscious
- Pro-active thinking
- Bias to action and results
- No discrimination

Principal business activities

Company classification

Manufacturer (Sister company CJ Herbst Sheet metal and technologies)	Yes
Supplier	Yes
Professional service provider	Yes
Contractor	Yes

Business information:

The company is registered as a close corporation:

Name: Airwaves AirconditioningCC

Reg. No: 1999/064568/23

Registration Company Address:

<u>Physical Address :</u>	<u>Postal Address :</u>
Section 458 Plot 250 Mooiplaats, Boschkop	PO Box 1506 Derde Park 0035

Bank Detail: Nedbank

Branch code: 146005 – Business Banking

Current Account no: 1633421589

Contact Information:

Telephone Number: 012 802 0107/09/10

Fax Number: 086 293 5614

E-Mail: info@airw.co.za

Reference	Number
Company Registration No	1999/064568/23
VAT Registration No:	4080164801
PAYE:	7490771542
SDL:	
UIF:	U490771542
Income Tax no:	
Import & Export no:	

Company Public Liability Cover

The current liability cover is R 5M per event but if the contract warrant a higher public Airwaves will increase its liability for that period. Legal documentation to this effect will be provided on request.

Financial Management and Control

The following control measures will be installed to ensure that we achieve our goals:

Financial

Monitoring tools are as follows:

- GP ratios and trends.
- PBIT graphs on a monthly basis.
- Actual vs. forecasted figures.
- Amount of successful quotations vs. unsuccessful

Service/Performance Guarantees

Airwaves guarantees their workmanship for a period of 12 months. Furthermore a SLA that includes a scheduled maintenance inspection program is a standard agreement with our clients

Company Fixed Assets

Airwaves has various company assets to sustain the business. A complete list will be provided on request

Company Structure and Human Resources

Managing member CJ Herbst ID no: 750808 5164 080 50%

Managing member JA Herbst ID no: 770609 5462 086 50%

Company Policies

QUALITY POLICY

Airwaves HAS THE CAPACITY AND CAPABILITY TO MEET ALL THE CLIENT'S QUALITY REQUIREMENTS BY APPLYING THE FOLLOWING 5 BASIC QUALITY PRINCIPLES

- **CLEARLY DEFINE AND UNDERSTAND ALL CLIENT REQUIREMENTS.**

Quality means the conformance to the agreed requirements.

- **IMPLEMENT A QUALITY SYSTEM TO PREVENT DEVIATION FROM CONFIRMED REQUIREMENTS.**

Quality comes from prevention. Quality comes from pro-active management rather from inspection.

- **SET THE QUALITY STANDARD TO COMPLY ALWAYS WITH THE AGREED REQUIREMENTS.**

The standard is "acceptable quality level" or zero defects which mean conformance to the requirements all the time.

- **MEASURE THE QUALITY PERFORMANCE THROUGH THE PRICE OF NON-CONFORMANCE.**

The price of doing things wrong. The price of not conforming to the requirements all the time.

- **STRIVE TO CONTINUOUS QUALITY IMPROVEMENT BY MAKING QUALITY A LIFESTYLE.**

The commitment and acceptance of responsibility by management and every employee to focus on the client's values. A continuous Improvement strategy has been adopted to capture all ideas from employees and clients to ensure compliance to clients needs.

HEALTH AND SAFETY POLICY

WE AT Airwaves ACCEPT OUR OVERALL RESPONSIBILITY FOR THE SAFEGUARDING OF PERSONNEL AND ACTIVELY PARTICIPATE IN THE PROCESS TO PROVIDE A HEALTHIER

AND SAFER WORKPLACE. WE SHALL THEREFORE AT ALL TIME ENDEAVOUR TO ENSURE THAT:

- All situations, processes and work methods jeopardising the health and safety of our employees being eliminated as far as practical
- A health and safety management system is being developed and maintained
- Risks are identified and the necessary preventative measures being introduced
- We conform to all the required safety standards and rules
- Training of all employees in safe working procedures take place
- Every employee can be identified with the contents of this policy by active participation and mutual consultation

Workmanship and Product Warranty

Airwaves warrants, to its customers, the soundness of materials and workmanship in relation to the specification of the contract, in respect of all services provided.

All products supplied by *Airwaves cc* will be installed and tested in accordance with our policy documented specifications

Airwaves undertakes to repair free of charge on site or in its workshop any parts that become unserviceable or damaged as a demonstrable consequence of poor materials or defective workmanship. Alternatively *Airwaves cc* may elect to replace such products or parts free of charge with others. Replaced parts have to be returned to *Airwaves cc*.

Where *Airwaves* supplies or use spare parts manufactured by another manufacturer, *Airwaves* liability will be limited to the assignment of *Airwaves* rights against the other manufacturer.

Excluded from the warranty, are any claims for damages arising from unsuitable or inexperienced use, faulty assembly or negligent treatment, particularly excessive loads or exposure to electrochemical or radioactive influences

If Airwaves is not afforded reasonable time and opportunity to affect any necessary repairs or alternatively effect replacement, all rights accruing to the customer from this warranty will cease and be of no affect. Only in cases where operational safety is endangered and provided Airwaves cc has consented, will the customer be entitled to remedy the defect himself or have it done by third party to claim compensation.

Airwaves entire liability in terms of this warranty, will be limited to the replacement cost, including transport, or any defect part. Specifically excluded from this warranty are claims in respect of indirect damage and / or consequential losses.

Airwaves will be entitled to offset any claim for compensation under this warranty against any amount owing to it by the customer

The replacement part will be subjected to warranty in the same way as the object originally supplied. The period of liability for defects in the object supplied will be extended by the duration of the interruption to operations caused by the repair work.

Airwaves will be absolved from responsibility for subsequent claims in terms of this warranty following alteration or reconditioning work undertaken by the customer.

This warrantee is expressly in lieu of all other conditions and warranties expressed or implied and of all other obligations or liabilities on its part in respect of defective product.

2.4 Airwaves Safety Rules

- The activities of any organisation imply an interaction of the most disparate disciplines, which nevertheless are indispensable in their mutual interdependence. The institution of and obedience to safety regulations are nevertheless the basic rules of any organisation.

This manual is drawn up according to the requirements laid down by the OSH Act, as well as our own specific needs, and is also in the interests of Airwaves and its employees; human lives are irreplaceable - and so is time. This is the spirit in which the Management subscribes to the manual. Failure to comply with these rules will be regarded in a very serious light.

- All employees must be conversant with the act and its regulations.

The site supervisor / technician shall ensure that all personnel reporting to him understand the content of this document including the specific area requirements as mentioned above. He will also ensure that all personnel reporting to him sign the declaration. Be aware of your own duty to yourself and to others around you. Co-operate with others in maintaining health and safety standards.

- Any person of whom it is expected to work in a unit of the client's works unfamiliar to him, must ensure that he is informed of the specific / special safety rules and applicable codes and the hazards inherent to the place he must work. It is the duty of Supervisors to convey such information to their subordinates.
- Finally, it should be pointed out that the effectiveness of any measure could be gauged only by the extent to which it is complied with. Since every person is responsible not only for his own safety, but also for that of his fellow workers, it is of the greatest importance that everyone should be thoroughly conversant with the contents of this manual and put them properly into practice.
- These safety regulations comprise the minimum requirements for safe working. Rules can never make provision for all situations; therefore employees should always take care. Before any new task is started, or anything is done in a new way you should think carefully before you act. Try, if possible, to determine beforehand whether the job involves any risk and whether the intended way of doing it may have unexpected consequences. Try to predict all possible eventualities. Remember always that the most important safety rule is: **THINK BEFORE YOU ACT!!**

STATUTORY REGULATIONS

All work done on the client-site is subject to the provisions of:

(a) The Occupational Health and Safety Act – OHS Act

(b) In addition every person is responsible in common-law for consequences, and those, which may be reasonably expected, of his own actions.

Persons who are guilty of contravening these and other measures promulgated under the OSH Act, can be taken to court and fined or imprisoned or both.

Therefore, before any work is started, you should ensure that it is properly planned so that accidents cannot occur.

You must also make sure that whatever you are going to do, will not cause injury to yourself or others.

RESPONSIBILITIES TOWARD SAFETY

MANAGEMENT RESPONSIBILITY

- It is management's responsibility to create a safe and healthy working environment for all personnel by maintaining a health and safety management system.
- Management must ensure that all supervisory personnel are appointed in terms of the OHS Act.

SUPERVISORS RESPONSIBILITY

- It is the responsibility of the supervisor to ensure that all newly appointed personnel are trained in safe working procedures, safety regulations and rules and are informed of hazards inherent to the working area.
- Supervisors must ensure that when hot work is to perform a hot work permit is being issued and that all the permit requirements are being followed.
- The supervisor is co-responsible for the safety and health by virtue of his appointment in terms of the OHS Act.
- Supervisors must issue instructions concerning safety and health and must ensure that all employees execute these instructions.

EMPLOYEE'S RESPONSIBILITY

- Perform tasks in accordance to Airwaves cc safe working procedures and rules.
- Safety is the responsibility of the individual and he must be aware of his duty to himself and others.
- Co-operate with others in maintaining health and Safety standards.
- Report all accidents and incidents.
- Report any hazards to the supervisor.
- Failure to comply with these safety regulations and to carry out instructions involving safety and health renders a person guilty of a violation of the act.

Environmental Policy

ENVIRONMENTAL POLICY

Airwaves believes that the quality of the air, water
And soil should be protected for the continued benefit of all ecosystems.

Airwaves cc will act responsibly and with due regard the
Effects of its operations and products on the environment.

Airwaves see the protection of the environment as an

Obligation and not as a choice and hence promote
Environmental awareness.

In order to implement this policy,

Airwaves will:

Conform to the prescribed environmental, health and safety standards.

Maintain an open relation with the relevant authorities and public.

Promote and communicate the 5 elements of waste management:

Recycle, replace, re-utilization, reduce and redesign to its employees
so that it became a way of life

Utilize the best available and most cost-effective technology to limit emissions.

Use raw materials and resources prudently.

Airwaves Terms of Trading

Every contract between Airwaves and its client shall be subjected to these conditions outlined below. These conditions supersede, and Airwaves shall be entitled to ignore any standard terms or conditions printed on or referred to in any order or document issued or to be issued by the client.

TERMINOLOGY AND DEFINITIONS

Airwaves .

"CLIENT" means the party who employs Airwaves to render the services and/or supply goods.

"GOODS" without limiting the ambit of the term at all, shall include all materials, accessories, instruments, equipment, parts and sub-assemblies required to comply with specification/s.

"WORK" means EVERYTHING, which Airwaves is employed to provide.

"SPECIFICATION" means the written specification/s provided and approved, by client and includes drawings.

"QUOTATION" means the written communication by Airwaves to clients, setting out the terms and conditions (including these) on which Airwaves cc is prepared to undertake the work.

"AGREED" means agreed IN WRITING.

QUOTATIONS

Unless otherwise agreed or stated, the quotation is only open for acceptance within 30 days from date of quotation.

The acceptance shall be in writing and any term or condition in the acceptance which deviates from the terms and conditions of the quotation shall render the acceptance a counter offer addressed to Airwaves cc, open for acceptance within a reasonable time.

The date of acceptance shall be the date on the Airwaves acceptance letter.

SCOPE OF WORK

The work shall be that which is set out in the specification/s and the scope of work.

No work outside the specification on which the quotation is based, will be undertaken unless the specification, price and all other terms and conditions applicable thereto, are agreed to by, and between Airwaves cc and the client in writing.

GOODS AND SERVICES

The quoted price is based on circumstances prevailing as at the date of the quotation. Save for imported goods and services, Airwaves may add increases in cost arising on and after the 31st day after date of quotation, to the quoted price. Regardless of when they may arise, all increases in or connected with imported goods and services not provided for in the quotation, may be added to the quoted price.

The quoted price shall be adjusted according to variations agreed to and in terms of 4.1, in respect of agreed variations.

Unless otherwise agreed, the price shall be paid to Airwaves cc in South African Rand, without any deduction whatsoever, within 30 days from date of invoice.

In the event of payment not being effected punctually, Airwaves, at its option, shall be relieved of its obligations and, in particular, guarantees given by it.

DAMAGES

Airwaves cc will only be liable for damages intentionally or negligently caused by it to the work, up to delivery.

Client will bear all other risks at its own expense.

Without limiting the ambit of 5.1 and 5.2 Airwaves cc will not be liable for consequential damage.

DELIVERIES

Unless otherwise agreed, delivery shall take place at Airwaves cc premises.

Unless otherwise agreed, the moment of delivery shall be the moment on which client is advised that the work is available for collection.

Where the work is completed in sections, each section may be delivered.

PAYMENTS

Notwithstanding delivery of work, or any section of it, ownership in the work remains with Airwaves cc until the price have been paid in full.

Unless otherwise stated all prices are net and exclude Value added tax. The client must make payments to Airwaves cc without deductions.

Any credit facilities allowed by Airwaves cc to the client shall be at the discretion of Airwaves cc who may at any time terminate such facilities in respect of any goods not yet delivered.

All overdue amounts shall accrue interest equivalent to the prime overdraft rate charged by Ned bank plus 2 (two) percentage points, calculated in the same manner as Ned bank calculates, from due date to date of payment.

Should Airwaves cc be prevented from performing the work, or any part thereof, due to any cause beyond its control then Airwaves cc may terminate the entire agreement of any part thereof. In either event Airwaves cc shall not be liable for any damages whatsoever sustained by the client as a result. In such event Airwaves cc shall be entitled to payment in respect of deliveries already made, goods already manufactured or ordered and which orders cannot be cancelled and/or services already rendered, at the price specified thereof or in the absence of a specified price, at a price, which is fair and reasonable.

GUARANTEES

Unless otherwise stated Airwaves cc guarantees the work against defects in workmanship for 12 (twelve) months from the date of delivery. Airwaves cc liability is limited to the free supply or repair in it's premises, or any other premises where the original work was carried out by Airwaves cc, or such parts of the work found to be unserviceable.

In the case of goods not manufactured by Airwaves cc but supplied by it, client shall enforce such guarantees as client feels it may have in respect of such goods, against the manufacturer of such goods.

Airwaves cc guarantee shall automatically lapse if the work is used otherwise than for the purpose it was intended for or contrary to Airwaves cc instructions.

CLAIMS AND WARRANTIES

Client shall indemnify Airwaves cc against all claims and expenses of whatsoever nature and description arising from alleged or actual infringement of any patent trademark, design or copyright occasioned by Airwaves cc performance of the work.

Client warrants that no patent, trademark, design or copyright specified by it will be infringed.

Client and Airwaves cc shall keep confidential all information passing between them concerning the work and use such information for purposes of the work only.

The client shall have no claim against Airwaves cc for any delay in delivery or failure to deliver the goods sold or failure to perform any of its obligations as a result of force majeure, including but not limited to , any strike , lock-out, labour unrest, act of war, civil disturbance, shortage or non availability of raw materials , machinery breakdown or any interference or any circumstances outside Airwaves cc control as a result of any other reasonable cause.

RIGHTS AND OBLIGATIONS

Neither party shall cede, assign, factorise or otherwise make over his rights, or obligations, or any part or aspect thereof, in terms of the agreement.

Neither party shall in any way encumber its rights or obligations in terms of the agreement.

Should either of the parties be taken over, or should control of either of the parties pass to anybody other than those disclosed as controlling it when the agreement was entered into, the other then may at its discretion cancel the agreement without prior notice.

DISPUTES

The law of the Republic of South Africa shall apply.

All disputes shall be resolved by negotiations in good faith and should the parties arrive at a deadlock, either may proceed to a South African court of law.

Should either party be in breach of any material obligation and fail to remedy such breach within 14 days of written notice, then the non-defaulting party may cancel the contract without prejudice to its other rights according to law.

KEY ADVANTAGES OF AIRWAVES CC AS A COMPANY

- Recognition and adapting to adhere to current standards with the ability to adapt and cater for changing needs
- Retaining flexible options.
- Dedicated, motivated and experienced staff to manage and implement a total solution
- A company dedicated to the future and growth of the South African potential
- Expert/practical experience in the industry
- In short, less risk of failure and a high probability of a quality outcome.

Client list (2011) Contracts only

Contract	Contact Person	Telephone	Nature of contract	Value
Boitekong Mall, Rustenburg	Beckers	012 0000 091	Package Units, Split Systems, Ventilation Typical Mall Installation	R9 580 000
Lynwood Brdige Phase 2, Pretoria	Arie Hoogenboezem	082 785 0804	Chilled Water System	R6 823000
Metropolitan Office Parks, Revonia - JHB	Precinct Architects	011 784 2303	Toilet Ventilation & Split Systems	R8 789 000
Glenfair Phase 2, Pretoria	CharlViljoen	083 269 2645	Split Systems, Ventilation Ducting	R6 345 000

Client list (2012) Contracts only

Contract	Contact Person	Telephone	Nature of contract	Value
Brooklyn Mall Revamp, Pretoria	Q Mech	012 998 8251	Package Units, Split Systems, Ventilation Typical Mall Installation	R8 979000+

Sterland Revamp, Pretoria	Charl Viljoen	083 269 2645	Package Units, Split Systems, Water Cooled Package Units, Ventilation	R5 032 000 +
Patinum Square, Rustenburg	Tiaan Venter	083 269 2645	Package Units, Split Systems, Ventilation Typical Mall Installation	R16 985 000
Secunda Mall	GD Irons	012 804-6755/6	Package Units, Split Systems, Ventilation Typical Mall Installation	R 4 804 000
Tonga Mall	Petri Smit	082 623 7529	Package Units, Split Systems, Ventilation Typical Mall Installation	R7 640 000
Discovery, Sandton	RPM	011 792 8700	Refurbish and New Installs	R1 900 866
Woolworths Cradlestone, Krugersdorp	RPP/Gerhard Dirker	011 476 1501	Package Unit, Ventilation, Split Systems	R 3 186 000
Shoprite, Lydenburg	Ariano	012 348 7361	Package Unit, Ventilation, Split Systems	R1 882 000
Audi & VW, Rustenburg	Ingplan	012 3653444	Package Unit, Ventilation, Split Systems	R1 559 000
Emmerson Networks, Modderfontein	Plantech	012 3492253	Mitsubishi VRV & Ventilation	R2 722 000

Client list (2013/2014) Contracts only

Contract	Contact Person	Telephone	Nature of contract	Value
AFRIHOST	MARIUS OOSTHUIZEN	012 654 7442	Split Systems, Ventilation	R2 540 000
AKESO ALBERTON	MARIUS OOSTHUIZEN	012 654 7442	Split Systems, Ventilation	R1 075 000
CLUB 4	FERNANDO FERREIRA	011 021 7200	VRV System, Split Systems, Ventilation	R3 343 400
E'MHLUZI MALL	ANNALIZE VD MEWE	012 361 7675	Package Units, Split Systems, Ventilation Typical Mall Installation	R 8 869 900
EVATON MALL	PIERRE DE WET	011 886 6806	Package Units, Split Systems, Ventilation Typical Mall Installation	R 3 375 350
FLAMWOOD	LOUIS VAN HEERDEN	018 473 2541	Package Units, Split Systems, Ventilation Typical Mall Installation	R12 501 270
ILLOVO EDGE	STUART BRIDGER	011 589 3590	VRV System, Split Systems, Ventilation	R 6 234 050
KURUMAN	ANNALIZE VD MERWE	012 361 7675	Package Units, Split Systems, Ventilation Typical Mall Installation	R17 194 660
KWA GUQA	PIENAAR NEL	012 000 0091	Package Units, Split Systems, Ventilation Typical Mall Installation	R 8 439 950

KWA MHLANGA HOSPITAL	MIKE GODFREY	012 34 1143	Package Units, Split Systems, Ventilation	R 2 874 960
MALL OF THE SOUTH	VRENAY NAIDOO	011 578 6000	Package Units, Split Systems, Ventilation Chilled Water System	R51 590 550
MILITARY VETERANS	BEN VAN ROOYEN	012 803 4646	VRV System, Split Systems, Ventilation	R 4 667 421
MTHATHA MALL	RON PRETORIUS	012 804 6755	Package Units, Split Systems, Ventilation Typical Mall Installation	R21 164 463
MTUBA MALL	IMRAN SHAAIK	031 571 1450	Air-cooled Package units Split Systems, Ventilation Typical Mall Installation	R12 238 406
NAMAGALE CROSSING	AMANDA	012 807 0031	Package Units, Split Systems, Ventilation Typical Mall Installation	R 8 189 620
PLATINUM LIFESTYLE	FRANCOIS VOGES	012 346 3491	Package Units, Split Systems, Ventilation Typical Mall Installation	R5 822 250
SHOPRITE TWIN PALMS - ZAMBIA	ANIELA MALAN	012 803 7780	Split Systems, Ventilation	R2 393 080
WONDERPARK	DANIE PRETORIUS	011 456 1000	Package Units, Split Systems, Ventilation Typical Mall Installation	R20 642 596