

Commercial Principles



Below are the commercial principles JA Tech ascribes to when tendering for projects. Please ensure these principles are included; where applicable, JA Tech is required to sign in the contractual documents.

Item	Clause	Commercial Considerations
1	<i>Limitation of Liability</i>	Cap of 50% of Contract Value
2	<i>Consequential Damages</i>	JA Tech does not accept liability for consequential or indirect damages or losses.
3	<i>Prime Contract Provision</i>	The Prime Contract (Prime Contract (Head Contract)) is not reference in the Contract with JA Tech. The contract with JA Tech is the highest priority document when dealing with conflict between contract documents.
4	<i>Liquidated Damages</i>	<p>Limited to the following:</p> <ul style="list-style-type: none"> • Under 6 months - 0.25% per day capped at 5% of the contract value (20 days) • Over 6 months – 0.25% per day capped at 10% of the contract value (40 days) <p>No liability for schedule delay. The Contract must specifically say that LDs are the Principal’s sole remedy for delay.</p> <p>Liquidated Damages under the Prime Contract (Head Contract) are not applicable.</p>



5	<i>Time is of the essence</i>	No "time is of the essence" language in the Contract.
6	<i>Extension of Time</i>	JA Tech should be entitled to an extension of time (EOT) and a fixed rate per day for a lump sum contract for delays not caused by JA Tech.
7	<i>Termination</i>	The party's rights and remedies shall be reciprocal.
8	<i>Dispute Resolution</i>	Senior representatives of both parties with the authority to negotiate a resolution prior to alternative dispute resolution processes.
10	<i>Payment and Cash Neutrality</i>	30 calendar days payment terms and should be allowed to claim 24% per annum or 2% per month on late payments
11	<i>Security & Parent Company Guarantees</i>	<p>JA Tech agrees to 5% Retainage (10% of each progress claim until 5% of the Contract Value is held) as a form of Security.</p> <p>JA Tech does not agree to provide a Parent Company Guarantee.</p>
12	<i>Release of Security</i>	100% of security is released upon Substantial Performance.
13	<i>Warranty Period</i>	It is limited to 6 months from the Date of JA Tech's Substantial Performance with no re-warranty period.

13	<i>Indemnification</i>	Indemnification, where applicable, will be reciprocal. However, JA Tech can agree to non-reciprocal terms, provided they are reduced proportionally.
14	<i>Force Majeure</i>	Should be entitled to an EOT and demonstrated actual cost.
15	<i>Variations: Accelerations, Omissions</i>	<ul style="list-style-type: none"> • JA Tech has the right to reject extra work. Extra work that is agreed to will be priced in the format of the original Contract bid. • JA Tech will only proceed with a change once a signed Contract, Change Order, or Purchase Order has been provided to JA Tech.
16	<i>Risk & Title Transfer</i>	Risk will transfer on delivery and acceptance and title on payment for the Works/Services
17	<i>Unfixed materials</i>	<p>JA Tech should be paid for unfixed materials reasonably ordered for the Project.</p> <p>Risk will transfer on delivery - received and accepted by other Party.</p>
18	<i>Intellectual Property</i>	<ul style="list-style-type: none"> • Background IP vest in JA Tech. • Shared IP that is paid for vests in the other Party.
19	<i>Termination for Convenience</i>	JA Tech should be entitled to claim demonstrated actual cost (overheads, not profit).



20	<i>Time Bars</i>	Notification periods should be at least 5 Business Days.
21	<i>Assessment period</i>	<p>JA Tech accepts the following assessment periods:</p> <ul style="list-style-type: none"> • 1 -3 months Contract = 5 days; • 3- 6 months Contract = 10 days; and • longer than 6 months = 1 month assessment
22	<i>Service for Notices</i>	Email should be included
23	<i>Rise and Fall (Contracts are typically only 12 months)</i>	Adjustments for labour, material and equipment in line with market schedules / indices that are defined before contract signing.
24	<i>Urgent Protection</i>	JA Tech can accept an urgent protection clause, but the Principal must notify JA Tech in writing within 1 working day of starting the work and compensate JA Tech for demonstrated actual costs related to the support JA Tech provides the Principal related to the Urgent Protection request.
25	<i>Set Off</i>	A meeting must take place prior to setting off consideration
26	<i>Insurances</i>	<p>JA Tech will provide the following insurance:</p> <ul style="list-style-type: none"> • Third Party General Liability – \$5,000,000.00 • Umbrella Excess Liability – \$5,000,000.00 • Motor Vehicle Liability – \$2,000,000.00 (plus umbrella) • Workers' Compensation and Employer's Liability –

JA Tech retains the right to submit written claims within a reasonable timeframe, no later than 10 calendar days following the Ready-for-Takeover date (under the Substantial Performance), ensuring protection for any issues arising during or after completion.