

STANDARD TERMS AND CONDITIONS FOR TRANSPORT SERVICES

1. Definitions

In these standard terms and conditions, the following words shall bear the following meanings unless otherwise stated or appears from the context:

- 1.1 'customer' or 'you' or 'your' means the customer to whom transport services are rendered;
- 1.2 'dangerous goods' means goods declared or considered by any legislation or authority to be dangerous, or which in our sole opinion are dangerous;
- 1.3 'WCCT' or 'we' or 'us' means Western Cape Container Transport (Pty) Ltd, Registration number 2000/002023/07;
- 1.4 'goods' means goods transported on behalf of the customer from time to time;
- 1.5 'transport services' means the transport of goods by road and includes the handling, storage, loading and unloading of goods.

2. Transport services

The transport services rendered by us to you from time to time will be subject to these standard terms and conditions and any document in writing signed by us from time and time only. We shall not be bound by any terms, conditions and stipulations imposed by you in any order forms, instructions or other documents issued by you.

3. Authority

You will be bound to any order form and instruction, whether in writing or not, in respect of transport services and we shall be entitled to act thereon. It shall not be a defence in your favour that the person/s issuing such order or instruction was not authorised or entitled to do so.

4. Tariffs and fees

- 4.1 Our fees and charges for transport services will be as quoted to you when a particular load is transported. If there is no such quote, our standard tariffs and fees from time to time will be applicable (which may be obtained from us on request).
- 4.2 We will render monthly statements of account to you at your postal address provided to us. Statements will be payable within 30 days of date of statement. If the customer is a company, close corporation, partnership or trust with three or more trustees and the customer has an annual turnover or asset value of R1 million or more, interest at a rate equal to the prime overdraft rate of Standard Bank of South Africa Limited from time to time plus 3% will be charged on all amounts not paid within 30 days of date of statement.
- 4.3 If the total amount, inclusive of interest, owing by you to us at any time exceeds the amount of credit approved for you from time to time we will not be obliged to render any further transport services to you and all amounts owing by you to us will be due and payable without further notice.
- 4.4 The tariffs and fees charged by us for transport services will be calculated upon the shortest route possible. If for any reason we must deviate from such route for

any reason whatsoever, for instance (but not limited to) adverse weather conditions, road closures- or detours or requirements of any authority, we shall be entitled to levy additional tariffs and fees for additional distances travelled as a result thereof.

- 4.5 The tariffs and fees charged by us for transport service are furthermore calculated thereon that our procedures and requirements for transport services are followed. Should there be any deviation from these procedures and requirements (for instance by reason of specific circumstances when loading or off-loading the goods, or the nature of the goods) we shall be entitled to levy additional tariffs and fees in respect thereof upon notice to you.
- 4.6 In addition to the tariffs and fees payable by you in respect of transport services, you will be liable for the costs and expense of any licences or permits or other requirements imposed in respect of the transport of particular goods, and also for any duties, taxes, imposts or charges of any nature that may be imposed in respect of the transport of particular goods.

5. Licenses and permits

If any licenses and permits are required for the transport of particular goods we will not transport the goods unless such licenses and permits have been obtained. We may obtain such license or permits (in which event you will be entitled for payment as set out above) and you will perform such acts and such documents as may be required for this purposes. Alternatively, we may require you to obtain such licenses and permits and furnish proof to our satisfaction that they have been obtained.

6. Goods

- 6.1 We will not be bound by any delivery receipt and the onus of proof in respect of the condition, quantity and any other specifications in respect of the goods will at all times be upon you.
- 6.2 We will not be obliged to transport any dangerous goods. Should we agree to transport dangerous goods the indemnity referred to below will apply in respect of such dangerous goods.
- 6.3 If we are unable to off-load perishable goods for any reason whatsoever you will be notified and we will require you to furnish us with instructions. If you do not furnish us with timeous instructions we will deal with such goods at our discretion (in which event you will be liable for our costs and expense in doing so, in addition to any additional tariffs and fees that we may levy).
- 6.4 We shall not be obliged to transport any illegal goods, or goods unlawfully obtained. If, in our sole discretion, goods are illegal or unlawfully obtained we may refuse to transport such goods and will not be liable to you in any manner whatsoever.

7. Procedure and requirements

- 7.1 You must ensure that:
 - 7.1.1 the goods are ready for loading at the appointed time and place;
 - 7.1.2 all documentation required for the transport of the goods are prepared and correct;
 - 7.1.3 the premises for the loading and unloading of goods are safe and suitable;

- 7.1.4 the goods are suitable for transport;
- 7.1.5 the goods conform with our specifications prescribed when accepting the instructions for the transport services, as to the nature, dimensions and weight thereof;
- 7.1.6 the goods conform with your order or instructions, when requiring us to render the transport services, as to the nature, dimensions and weight thereof;

failing which we shall not be obliged to provide transport services and/or shall not be liable for any delay in, or failure to provide, the transport services.

- 7.2 We shall not be obliged to provide any equipment or labour in respect of the loading or off-loading of goods. Should we provide such labour or equipment, we shall be entitled to levy fees and charges upon notice to you and shall not be held liable except in the case of wilful misconduct or gross negligence on our part or on the part of our employee/s
- 7.3 Loading of goods (or the commencement of such loading) within 2 (TWO) hours of the appointed time will constitute timeous loading.

8. Insurance and risk

- 8.1 We shall insure the goods against the risk arising from the rendering of the transport services only.
- 8.2 Subject to the foregoing, the risk in and to the goods remain with you solely and shall be carried at your risk. You must insure the goods comprehensively against any other risk including any insurance that may be required as a result of special nature of any goods.
- 8.3 Should, as a result of the special nature of any goods, our insurers fail or refuse the goods against risk arising from the rendering of the transport service, we shall notify you and you will be liable to insure the goods, at no cost to us, against risks arising from the rendering of the transport services. In the absence of such insurance, or proof to our reasonable satisfaction that such insurance has been effected, we shall not be obliged to render the transport services.
- 8.4 We shall not be liable for any consequential- or special loss or damages arising from the rendering of transport services, even if such loss or damages arise as a result of our wilful misconduct or gross negligence or that of our sub-contractors or agents.

9. Demurrage

We shall not be liable for any demurrage or storage charges. Should any charges be incurred by us you agree to pay these to us on demand.

10. Sub-contracting

We employ sub-contractors or agents for the rendering of the transport services, which sub-contractors will be in our discretion. We shall not be liable for any claims arising from the wilful misconduct or gross negligence of any sub-contractors or agents so appointed.

11. Indemnity

You indemnify and hold us harmless against any loss, damage, costs or claim made or alleged by any third parties, including your employees, representatives and customers,

as a result of the rendering of the transport services. Should any such claim be made we shall notify you thereof and you will make payment of the full amount of the claim to us or provide security to our satisfaction in respect of the full amount of such claim. If you wish to defend such claim after payment has been made or security provided to us we shall render to you, at your cost, such assistance as may reasonably be required to defend the claim against a full indemnity to our satisfaction in respect of costs incurred by us in so doing.

12. Domicilium

Any notices, process and documentation sent and delivered to you shall be sent by pre-paid registered post to your postal address or delivered by hand to your physical address or telefaxed to your telefax number (or such other postal- or physical address or telefax number in the Republic of South Africa of which you may give us 7 prior business days' notice) and shall be deemed to have been received by you:

- 5.1 if sent by pre-paid registered post, on the 5th business day following the date of posting;
- 5.2 if delivered by hand, on the day of delivery;
- 5.3 if telefaxed, on the business day following the date of transmission by telefax.

13. Certificate

A certificate signed by any of our managers (whose appointment need not be proved) shall be *prima facie* proof of any amount owing by you to us for all purposes including proof of claims against insolvent and deceased estates and to the extent that we may obtain default-, summary- and provisional judgment on the strength thereof.

14. Consent to jurisdiction and costs

You consent to the jurisdiction of the Magistrates' Court in respect of any legal proceeding arising from the transport services and/or any amount owing to us in respect thereof. Notwithstanding such consent we may institute action in any High Court in which event you will be liable for costs on the tariff prescribed for High Court matters. You will be liable for costs on an attorney-and-client scale in respect of any legal proceedings instituted against you.