

## STANDARD CONDITIONS OF TRADING

This document contains the CONTRACTOR's standard terms and conditions of trade. In the event that the terms and conditions hereof conflict with any oral or written terms and conditions, the terms and conditions herein set out shall prevail. The CUSTOMER, by his signature hereto, accepts the CONTRACTOR's standard terms and conditions of trading.

### 1. GENERAL:

1.1 Every undertaking to convey goods is subject to the condition that **TSI Central Station (Pty) Ltd.** (hereinafter referred to as the Contractor) has available a suitable vehicle or vehicles at the necessary time.

1.2 The CONTRACTOR shall be entitled at any time by notice to the CUSTOMER, the CUSTOMER being the person with whom the contract is concluded, to cancel or resile from any quotation or executory agreement in the circumstances where it becomes impracticable or uneconomical for the CONTRACTOR to carry out the CONTRACT and the CUSTOMER shall have no claim whatsoever against the CONTRACTOR for any loss that the CUSTOMER might incur as a result of the CONTRACTOR cancelling.

1.3 In the event of any emergency arising over which the CONTRACTOR has, in its opinion, no reasonable control, the CONTRACTOR reserves the right to cancel the CONTRACT, and should any such emergency arise during transit the CONTRACTOR shall have the right to deliver to the nearest reasonable destination, or to make use of any reasonable alternative route to that provided for in the CONTRACT. If arising out of such emergency additional mileage has to be travelled, the CONTRACTOR shall be entitled to reasonable payment in respect thereof. In such cases the CONTRACTOR shall inform the CUSTOMER accordingly and such delivery shall be in compliance by the CONTRACTOR with their obligations under the CONTRACT. The CONTRACTOR shall be entitled at its discretion to transfer goods to which this CONTRACT relates from any vehicle to another and pending such transfer to keep the goods in such a place, as the CONTRACTOR deems suitable.

1.4 It shall be the CUSTOMER's obligation to satisfy itself that the goods or classes of goods to be conveyed are covered by the CONTRACTOR's certificates issued under the Motor Carrier Transportation Act, for this purpose the CUSTOMER shall satisfy itself in all respects by a perusal of the relevant Motor Carrier Certificates (held by the CONTRACTOR) or otherwise that the goods or classes of goods to be conveyed are covered by the relevant Certificates.

### 2. QUOTATIONS

2.1 All quotations are subject to the CONTRACTOR's Standard Terms and Conditions of Trading. The CONTRACTOR reserves the right to negotiate with the CUSTOMER a rate adjustment, in the event of any increase in the price of fuel, tyres and/or labour, or a devaluation in the South African currency.

2.2 Quotations for classes of goods and destinations not covered by the CONTRACTOR's Certificate issued under the Motor Carrier Transportation Act are given on condition that a temporary Certificate can be obtained under the Act.

2.3 All rates quoted by the CONTRACTOR are exclusive of V.A.T. and Goods-in-Transit insurance and shall be subject to such goods being transported on a one-stop basis and the CUSTOMER shall be liable for additional reasonable charges, should the CONTRACTOR be obliged to make further stops in the loading and off-loading of such goods.

2.4 The prices quoted are based on today's prices and will be subject to a minimum payload weight of 24 000 kg on a Tri-Axle truck tractor trailer and 32 000kg on a super link truck tractor trailer and to revision prior to the conveyance of the item. Quotation will remain valid for a period of 30 days pending acceptance. Any increase in the CONTRACTOR's cost coming into force after the date of the quotation over which the CONTRACTOR has no control, will be for the CUSTOMER's account. Quotations based on dimensions and weights furnished by the CUSTOMER shall be subject to alteration in the event of actual dimensions and weights proving in excess of those stated. Where necessary the CONTRACTOR may delay the collection of a load until abnormal permits have been obtained or amended accordingly. In the event of incorrect dimensions and weights having been furnished to the CONTRACTOR, the CONTRACTOR shall be at liberty to resile from any CONTRACT concluded with the CUSTOMER.

2.5 Quotation in respect of out of gauge containers are subject to additional costs depending on actual measurements and quotations in respect of any container exceeding 24 Tons Gross weight (including Tare) are also subject to additional costs depending on actual weight. Rates are quoted on a load-by-load basis.

2.6 Should there be a need for shipments to be moved over the weekend, there will be a minimum of R650.00 per shipment.

2.7 An additional amount of R350.00 will be charged in the event of a 6-meter container being loaded in the centre mount position and moved to the rear end of the trailer for convenience of off-loading (Repositioning).

2.8 Standing time has been provided for and any quotation given by the CONTRACTOR to the CUSTOMER, is on the basis that two (2) hours be allowed for loading/offloading a six (6) metre container and 3 hours be allowed for loading/offloading a twelve-metre trailer and any standard rate of R475.00 per hour once the allowed period of time is exceeded.

2.9 All quotes issued are subject to fluctuations without notice

3.0 No other terms and conditions laid out by a supplier, contractor or client in any form whatsoever shall prevail over our Standard Conditions of Trading.

### 3. INSURANCE

3.1 The CONTRACTOR has the facility to offer comprehensive goods in transit insurance, including hi-jacking cover. Unless stated to the contrary in writing quoted rates exclude insurance and are carried at the CUSTOMER's risk. Should the CUSTOMER require the CONTRACTOR to insure goods carried, the CONTRACTOR requires a letter from the CUSTOMER stating the following: -

3.1.1 That the goods carry no form of insurance;

3.1.2 That the CUSTOMER requires insurance from the CONTRACTOR;

3.1.3 The value to which the load must be insured (cost price);

3.1.4 The estimate loads per month;

3.1.5 The commodity being carried;

The letter must be as detailed as possible, showing all variances of the loads. The additional cost per load for insurance will be supplied on presentation of the said letter. In the absence of this letter, the contractor is deemed not to have taken out insurance for and on the CUSTOMER's behalf, and the CUSTOMER is accordingly deemed to carry its own insurance.

3.2 It shall not be obligatory upon the CONTRACTOR to effect insurance on any goods being handled or stored by it except upon express instructions given in writing by the CUSTOMER, and all insurance effected by the CONTRACTOR is subject to the usual exceptions and conditions of the policies of the insurance company or underwriter taking the risk. The CONTRACTOR shall not be under any obligation to affect a separate insurance on each consignment but may declare each on any open or general policy. Should the insurers dispute their liability for any reason, the insured shall have recourse against the insurers only and the CONTRACTOR shall not be under any responsibility or liability in relation thereto, notwithstanding that the premium upon the policy may not be at the same rate as that charged by the CONTRACTOR or paid to the CONTRACTOR by its CUSTOMER.

3.3 In all cases where there is a choice of tariff rates of premium offered by carriers, warehousemen, underwriters or others, depending upon the value declared or the extent of the liability assumed by the carrier, warehousemen, underwriter or other person, it shall be in the entire discretion of the CONTRACTOR as to what declaration, if any, should be made and what liability, if any, should be imposed on the carrier, warehousemen, underwriter or other person, unless express instructions in writing are timeously given by the CUSTOMER.

### 4. ABNORMAL LOADS

Quotations for abnormal indivisible loads are offered subject to the following special conditions:

4.1 Permission is obtained from the Provincial Administration and Local Authorities concerned. The CUSTOMER shall give the CONTRACTOR adequate notice before obtaining abnormal permits (exemptions);

4.2 The Road and Bridges Authorities approve a suitable and direct route and do not subsequently vary such route;

4.3 The CUSTOMER indemnifies the CONTRACTOR against all liability for the costs of repairing any damage which may be caused by the passage of the load over private property;

4.4 Adequate notice shall be given to the CONTRACTOR to enable it to prepare drawing of such loads, route surveys and local authority clearances and to submit these items to the Provincial and/or local authorities for their respective consents.



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## 5. OBSTRUCTION AND REINFORCING

5.1 The CUSTOMER shall bear the cost of any traffic escorts required by the authorities, any charges for raising overhead wires, switching off power, removing obstacles along the route, or any other work which might be necessary for the passing of such loads.

5.2 Access to loading and off-loading sites shall be prepared prior to the arrival of loads to enable safe passage to loading and off-loading points.

## 6. LIABILITY

6.1 The CONTRACTOR shall not be liable for any loss of or damage to goods to which this CONTRACT relates, or for damage (direct, indirect or consequential) arising out of such loss or damage, either to the CUSTOMER or to any other person, whensoever and wheresoever and howsoever, and whether through any act of negligence of the CONTRACTOR, its agents or servants or otherwise, such loss or damage occurs and the CUSTOMER indemnifies the CONTRACTOR against any claim by itself to other persons in respect of liability hereby excluded. It being expressly acknowledged that goods are carried at CUSTOMER's risk.

6.2 Except under special arrangements previously made in writing, the CONTRACTOR will not accept or deal with any noxious, dangerous, hazardous, inflammable or explosive goods or any goods likely to cause damage. Any persons delivering such goods to the CONTRACTOR or causing the CONTRACTOR to handle or deal with any such goods, except under special arrangements previously made in writing shall be liable for all loss or damages caused thereby and shall be deemed to have indemnified the CONTRACTOR against all penalties, claims, damages, costs and expenses arising in connection therewith and the goods may be destroyed or otherwise dealt with at the sole discretion of the CONTRACTOR or any other person in whose custody they may be at the relevant time. If such goods are accepted under special arrangements previously made in writing, they may nevertheless be so destroyed or otherwise dealt with if they become dangerous to other goods or property. The expression "goods likely to cause damage" includes goods likely to harbour or encourage venom or other pests and all such goods, which fall within the definition of "hazardous and dangerous goods" in the South African Railway Regulations.

6.3 The CUSTOMER accepts the responsibility for all damage or loss and shall indemnify the CONTRACTOR against all claims arising out of the presence of any articles of a hazardous or dangerous nature. The CONTRACTOR does not accept any responsibility for demurrage charges howsoever incurred or cranes, railway wagons and trucks of any description, ships, port charges, aircraft or CUSTOMER's vehicles, terminal storage or any vehicle not under the control of the CONTRACTOR.

6.4 The CONTRACTOR shall not in any circumstances be liable for damages arising from loss of market or attributable to delay in forwarding or in transit or failure (not amounting to wilful default) to carry out the instructions given to it.

6.5 In all cases where liability may be attracted by the CONTRACTOR, the CUSTOMER agrees that such a liability shall be limited to the sum of R100.00 (one hundred rand) only.

6.6 The Contractor shall not be liable for additional charges in respect of the alteration of stack dates.

6.7 Without derogating from the generality of any of the above it is specifically recorded that the contractor shall not be liable for any demurrage or terminal storage how so ever incurred.

## 7. DELAY AND DAMAGES

7.1 In the event of any damage whatsoever being caused to the CONTRACTOR's vehicle whilst loading or off-loading goods on the CUSTOMER's premises, then and in such event, the CUSTOMER shall be liable for the fair and reasonable costs of repairing the damages sustained to the CONTRACTOR'S vehicle, and restoring the vehicle to the condition it was in prior to the damage sustained by it.

7.2 It shall be the CUSTOMER's obligation to maintain all sites (where loading as well as off-loading takes place) in a clear and level condition in order that the vehicles used by the CONTRACTOR shall not in any way become damaged whilst upon such sites. The CUSTOMER shall be responsible for and shall compensate the CONTRACTOR in respect of all or any damage sustained by it to any of its vehicles, should any of the CONTRACTOR's vehicles or any portions thereof, or any CONTRACTOR's equipment become damaged whilst such vehicles are on or in the process of entering upon or leaving any loading or off-loading sites, howsoever such damage is caused, whether as a result of loading, off-loading or whether as the result of the sites not being in a proper or good state of repair and/or whether such damage occurs because such sites are

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Directors:  
Clifford Blackburn - CEO MBA Huds (UK) | Kevin Ross - COO

not level and clear. The CUSTOMER shall be liable for such damage, whether same is direct, indirect or consequential, similarly, should any of the CONTRACTOR's vehicles and/or any portion thereof and/or its equipment become damaged while such vehicles are in transit through any other fault of the CUSTOMER and/or its servant or agents, and whether as a result of loading or otherwise or whether as a result of the load itself, then the CUSTOMER shall be responsible and shall compensate the CONTRACTOR for any such damage, whether the same be direct, indirect or consequential.

## 8. COLLECTION AND DELIVERY

8.1 Unless otherwise agreed, the CUSTOMER will deliver the goods on to and the CONSIGNEE will take delivery from the CONTRACTOR's vehicle. The CONTRACTOR will not be responsible for any loss or damage arising from the loading or off-loading of the vehicles and the CUSTOMER indemnifies the CONTRACTOR against any claims which may be brought against the CONTRACTOR arising out of such loading, off-loading, and overloading, unsafe loading or out of the nature of any defect in the goods concerned.

8.2 Nothing in this condition shall be construed as preventing the CONTRACTOR from giving assistance in loading or off-loading the goods on to or from the vehicle where such assistance is customary and practicable, but assistance so given shall be without any liability on the CONTRACTOR's part, and shall be at the sole risk of the CUSTOMER or the CONSIGNEE, as the case may be, who shall indemnify the CONTRACTOR accordingly.

8.3 In the event of any unnecessary delays howsoever caused, whether as a result of loading or off-loading or otherwise, the CONTRACTOR reserves the right to charge demurrage per hour, calculated on the capacity of the vehicle in question.

## 9. LOADING / OFF-LOADING

9.1 The CONTRACTOR is not responsible for the loading and off-loading of cargo, unless prior arrangements have been agreed upon in writing. The correct legal dimensions and weight distribution over the axles (truck and trailer) is the responsibility of the CUSTOMER. Any fines and additional costs resulting from illegal dimensions and/or weight distribution will be for the CUSTOMER'S account. Details of the permissible axle mass loads of vehicles with pneumatic tyres can be found under section 365 of the Road Traffic Act of 1989 (Act no. 29 of 1989).

9.2 It shall be the express responsibility of the CUSTOMER to ensure that: -

9.2.1 The CONTRACTOR's vehicle is suitably clean for the purpose of receiving and conveying the goods before the loading of the goods in the contracted vehicle is commenced;

9.2.2 All goods loaded shall be in such condition as to enable due off-loading to be freely effected at the point of destination of such loading;

9.2.3 Suitable access and off-loading facilities and personnel will be provided to ensure the due off-loading of the goods at the point of destination and to ensure that the goods are off-loaded into the correct tank, vessel or container store or warehouse as the case may be. The CUSTOMER hereby indemnifies the CONTRACTOR and/or its agents and holds them harmless against all costs, expenses, claims, losses, damages, or injuries to any person or property whatsoever, and whether direct or indirect arising out of or during the course of such loading or off-loading, including any costs, expenses, claims, losses, damages or injuries arising out of the contamination of any goods whatsoever;

9.3 Goods left on the CONTRACTOR's vehicle for any reason to suit the convenience of the CUSTOMER or the Consignee are held at the sole risk of the CUSTOMER or the CONSIGNEE, as the case may be. Pending, forwarding and delivery, goods may be warehoused or otherwise held at any place or places at the sole discretion of the CONTRACTOR at the CUSTOMER'S risk and expense.

## 10. LOADABILITY OF VEHICLES

The tri-axle semi-trailer has 12 metres of deck space and a legal maximum load ability of 24 tons. The 22m super-link has 18 metres of deck space and a legal maximum load ability of 34 tons. Super-link loads are subject to loading and off-loading premises being able to accommodate these 22 metre vehicles.

## 11. STANDING TIME

Standing time has been provided for and any quotation given by the CONTRACTOR to the CUSTOMER, is on the basis that two (2) hours be allowed for loading/offloading a six (6) metre

container and 3 hours be allowed for loading/offloading a twelve-metre container and any standard rate of R475.00 per hour once the allowed period is exceeded.

## 12. BOOKING OF VEHICLES

Vehicles are to be booked a minimum of twenty-four (24) hours in advance to ensure the availability of a vehicle. Vehicles will only be booked once the load has been confirmed with an official written order. Any cancellation of a booked vehicle will be subject to a cancellation fee of R8750.00, which will be charged out by the CONTRACTOR.

## 13. ADDITIONAL LOADING / OFF-LOADING POINTS

Unless stated to the contrary in writing, quoted rates include one loading and one off-loading point. Additional stops will be charged at a minimum rate of R500.00 per stop. Any deviation from the regular route may be subject to an additional charge.

## 14. CONTAINERISED CARGO

The CUSTOMER is responsible for all containers, which need to be lifted off the vehicle to facilitate unpacking, and the CUSTOMER is required to make their own arrangements. The costs thereof will be for the CUSTOMER's account.

## 15. SUB-CONTRACTING

The CONTRACTOR reserves the right to employ sub-contractors and/or agents to act for them. In the event of their doing so all the conditions exempting the CONTRACTOR from liability, and requiring the CUSTOMER to indemnify the CONTRACTOR are hereby included and shall apply mutatis mutandis in favour of such sub-contractor and/or agent against the CUSTOMER.

## 16. PAYMENT

16.1 All payments shall be made on delivery, or, in the case of approved accounts, within thirty (30) days of presentation of the invoices. In the event of a dispute between the CONTRACTOR and the CUSTOMER, all amounts which may in future become due to the CONTRACTOR, shall be deemed to immediately become due to the CONTRACTOR, and the CUSTOMER acknowledges that the CONTRACTOR has the right to retain the goods in its possession or which may come into its possession as a lien for monies due. 16.2 Payment is strictly C.O.D. if credit has not been approved. Once credit is approved, payments are due within thirty (30) days of date of statement. Overdue payments will be subjected to an interest rate of 2% per month. The CONTRACTOR does not accept liability for cheques lost or stolen in the post. 16.3 Should the Customer fail to make payment on due date, the full amount outstanding shall immediately become due and payable to the Contractor notwithstanding that, in the case of approved accounts, payment is due only within 30 days of the date of the CONTRACTOR's invoice.

## 17. PAYMENT WITHOUT DEDUCTION

The CUSTOMER shall pay to the CONTRACTOR the full amount stated on the CONTRACTOR's invoice on due date, without any deduction or set-off and without prejudice to the CUSTOMER's rights contended for or against the CONTRACTOR in respect of any such claim the CUSTOMER shall not be entitled to deduct or set-off any monies which it owes to the CONTRACTOR against any monies which it contends are due to it by the CONTRACTOR and/or the SUB-CONTRACTORS.

## 18. DESCRIPTION OF GOODS

18.1 Unless the CONTRACTOR is given by or on behalf of the CUSTOMER at or before the time of loading, a document giving a full description of the goods, no liability for any loss or damage is accepted by the CONTRACTOR. It is incumbent upon the CUSTOMER to see that nothing required to be moved is left behind.

18.2 The CONTRACTOR is entitled to retain and be paid all brokerages, commissions, allowances, and other remunerations customarily retained by or paid to shipping or forwarding agents and insurance brokers and shall not be obliged to disclose or account to the CUSTOMER or principal for any such remuneration received by it from third parties.

18.3 The CUSTOMER, owners and consignees of any goods and their agents, if any, excluding the CONTRACTOR, shall be deemed to be bound by and to warrant to the CONTRACTOR the accuracy of all descriptions, values and other particulars furnished to the CONTRACTOR for customs, consular and other purposes, and they shall be deemed to have indemnified the CONTRACTOR against all losses, damages, expenses and fines arising from any inaccuracy or omission, even if such inaccuracy or omission is not due to any negligence.

18.4 The CONTRACTOR shall not be liable under any circumstances for any loss, damage or expense arising from or in any way connected with marks, weights, numbers, brands, contents, quality or description of goods.

## 19. DUTIES AND TAXES

The CUSTOMER, owners and consignees and their agents, if any, shall be liable for any duty, tax, imposts or outlays of whatsoever nature levied by the authorities at any port or place for or about the goods, and for any payments, fines, expenses, loss or damage incurred or sustained by the CONTRACTOR in connection therewith.

## 20. LIEN

20.1 The CONTRACTOR shall have a lien over all goods (and documents relating to goods) as security for all monies owing to it by the CUSTOMER.

20.2 In addition, the CONTRACTOR shall be entitled to hold all goods as security for any monies which may be due and payable to it by the CUSTOMER from any cause whatsoever arising.

20.3 If any monies are not paid in full by the CUSTOMER within 14 (fourteen) days of receipt of notice from the CONTRACTOR that it intends disposing of the goods, the CONTRACTOR may realise the goods either by public auction or private treaty at its entire discretion and apply the proceeds towards the CUSTOMER's indebtedness, provided any surplus is to be paid over to the CUSTOMER without interest as soon as possible after the sale if the CUSTOMER's address is known or, if not, upon demand by the CUSTOMER.

20.4 Upon payment or tender of the proceeds of any such sale, the CONTRACTOR shall be released from all liability to the CUSTOMER in respect of the goods.

20.5 The CONTRACTOR's rights under this clause are not exhaustive and are in addition to any other right which the CONTRACTOR may have as against the CUSTOMER.

## 21. CUSTOMER AS PRINCIPAL

Notwithstanding anything herein contained to the contrary, the CUSTOMER in contracting with the CONTRACTOR is deemed to contract in a principal capacity, and not in a capacity as agent. Ownership of the goods therefore is at all material times deemed to vest in the CUSTOMER.

## 22. JURISDICTION

The CUSTOMER hereby consents to the jurisdiction of the Magistrate's Court to determine any action or proceeding which may arise under or in connection with these trading terms and conditions, but without prejudice to the CONTRACTOR's right to bring proceedings in the High Court where such proceedings would, but for the foregoing consent, fall outside the jurisdiction of the Magistrate's Court.

## 23. CONDITIONS OF GENERAL AND FUTURE APPLICATION

These conditions shall apply to any other or additional work and/or transport carried out for and on behalf of the CUSTOMER, whether or not the CUSTOMER's attention has been specifically drawn to these terms and conditions as being applicable to the contract governing the relationship. It shall therefore be construed that the CUSTOMER has agreed that all terms and conditions herein contained shall apply to all future and/or additional transport work carried out for and on behalf of the CUSTOMER by the CONTRACTOR and/or any of its subcontractors or agents.

## 24. WHOLE AGREEMENT

No term and condition contained in any letter, order, or other such like documents of the CUSTOMER, or stipulated orally by or on behalf of the CUSTOMER, aside from those terms and conditions contained in the Contractor's Application for Credit, if applicable, shall form part of any contract concluded between it and the CONTRACTOR. This contract alone shall solely govern the relationship between the CONTRACTOR and its CUSTOMER, and expressly excludes the terms and conditions of trading of such CUSTOMER as contained in any of the CUSTOMER's delivery notes, orders and/or invoices, and the like.

## 25. NOVARIATION

25.1 No warranty or representation other than those expressly contained herein shall be of any force and effect against the CONTRACTOR, unless same is contained in writing and signed for and on behalf of the CONTRACTOR by an authorised representative.

25.2 No amendment, variation or consensual cancellation of any terms hereof shall be of any force and effect unless such amendment, variation and/or consensual cancellation is reduced to writing and signed by a duly authorised representative of the CONTRACTOR.

## 26. NON-WAIVER

No indulgence, latitude, extension of time or the like granted by the CONTRACTOR to the CUSTOMER shall in any way whatsoever be construed as a novation or waiver of any other rights which the CONTRACTOR may have against the CUSTOMER, nor may it may operate as an estoppel against the CONTRACTOR.

## 27. SEVERABILITY

Each of the terms hereof is severable from the rest of the terms contained herein which terms shall remain of full force and effect, should any one term be found to be invalid for any reason, or, without limiting the generality hereof, contra bona mores.

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

Dated at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ year

As Witnesses:

1. \_\_\_\_\_

Full Name: \_\_\_\_\_

2. \_\_\_\_\_

Full Name: \_\_\_\_\_