

STANDARD TRADING CONDITIONS

a. hartrodt South Africa (Pty) Ltd.

1 INTERPRETATION

1.1 In these Standard Trading Conditions-

- 1.1.1 The headings to the clauses are for reference purposes only and shall not aid the interpretation of the clauses which they relate to.
- 1.1.2 Any reference to "Parties" shall include the Parties' respective successors-in title and, if permitted in these Standard Trading Conditions, their respective cessionaries and assignees.
- 1.1.3 Any reference to one gender shall include the other gender.
- 1.1.4 Words in the singular number shall include the plural and vice versa.
- 1.1.5 If any definition in this clause 1 contains a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to such provision as if it was a substantive provision in the body of these Standard Trading Conditions.
- 1.1.6 These Standard Trading Conditions and any other terms and/or conditions agreed between the Parties shall be governed in all respects by the Law of the Republic of South Africa.
- 1.1.7 Unless inconsistent with or otherwise indicated by the context, the following words and expressions shall have the meanings set out opposite them:
- 1.1.7.1 "Business" means all and any business undertaken, including any advice, information or services provided, whether gratuitously or not, by the Company for and on behalf of the Customer in terms of these Standard Trading Conditions.
- 1.1.7.2 "Company" means a. hartrodt SA (Pty) Ltd or under whatever trade name it may assume from time to time, its holding company and its subsidiary companies, and includes the Company's servants, agents and representatives.
- 1.1.7.3 "Customer" means any natural person or juristic entity at whose request or on whose behalf the Company undertakes any Business.
- 1.1.7.4 "Goods" means the Goods handled transported or dealt with by or on behalf of or at the instance of the Company or which come under the control of the Company on the instructions of the Customer and shall include any container, transportable tank, flat pallet, package or any other form of covering, packaging, container or equipment used in connection with or in relation to the Goods.
- 1.1.7.5 "Law" means the common law and any applicable Constitution, statute, by-law, proclamation, regulation, rule, notice, treaty, directive, code of practice, charter, judgment or order having force of law in South Africa, and any interpretation of any of them by any court or forum of law;
- 1.1.7.6 "Point of collection and Point of delivery" shall unless otherwise specifically stated, be the places respectively endorsed on the documents relating to the agreement in question or the agreement as between the parties reached in accordance with these Standard Trading Conditions as being the place at which the Goods are to be collected or received by the Company or the place at which the Goods are to be delivered by the Company as the case may be.
- 1.1.7.7 "The Standard Trading Conditions" means the terms and conditions hereinafter set out which governs the contractual relationship between the Parties

2 GENERAL APPLICATION OF BUSINESS

- 2.1 Business is undertaken by the Company strictly subject to the Standard Trading Conditions which shall be deemed to be incorporated in and be a part of any agreement between the Company and the Customer.
- 2.2 The Company is not a common or public carrier and it does not undertake the obligations or liabilities of a common or public carrier.
- 2.3 The Company may in its absolute and sole discretion refuse to accept for carriage any Goods or any class of Goods and shall not be obliged to give any reasons for such refusal.
- 2.4 The Company deals with Goods only on the basis set out in the Standard Trading Conditions.
- 2.5 The Company shall incur no liability or responsibility to the Customer should it appear that a particular act or omission by the Company, if performed at a different time or in a different manner, could have resulted in a lesser duty, wharfage or cargo dues, freight, railage, cartage or any other tariff or fare being incurred and paid by the Customer. The Company is not responsible to seek out the cheapest method in performing its obligations arising from the Business.
- 2.6 The Company shall be entitled to warehouse, store or hold any Goods of the Customer and to levy a fee, in addition to any disbursement charge, thereon pending the forwarding and delivery of the Goods.
- 2.7 To the extent that the Company in fulfilling its obligations to the Customer, is subject to specific rights and obligations, whether contractual or otherwise, with third Parties (whether acting as agents or subcontractors to the Company or not) which are more onerous to the Company than those contained in the Standard Trading Conditions and any other terms and/or conditions agreed between the Parties, those more onerous rights and obligations shall be incorporated herein and be passed onto the Customer in its relationship with the Company, whether or not inconsistent with the Standard Trading Conditions and any other terms and/or conditions agreed between the Parties.
- 2.8 Unless the Parties agree in writing, specifically to the contrary, the Standard Trading Conditions shall prevail in the event of the Customer itself having their standard trading conditions, even if the latter conditions are apparently incorporated after the Standard Trading Conditions.
- 2.9 The Company is entitled to amend the Standard Trading Conditions and to publish supplementary terms and conditions. All amendments and supplements shall take effect 30 (thirty) days from the date which such amendment or supplement is made by the Company. As and when any such amendment or supplement is made, such amendment or supplement shall be available at the offices of the Company. Whilst the Company will take reasonable steps to publicize amendments, its failure to do so shall not in any way prevent the amendment or supplement taking effect.
- 2.10 The Company shall be entitled to issue in respect of the whole or part of any agreement for the movement of Goods a FIATA combined transport bill of lading ("FBL") provided that where a FBL is issued these Standard Trading Conditions shall continue to apply except insofar as they conflict with terms and conditions applicable to the FBL. The issue of the FBL by the Company shall entitle it to raise an additional charge determined by the Company, to cover the additional obligations arising under the FBL.
- 2.11 Notwithstanding any prior dealings between the Company and Customer, all documents and other matter (including cash cheques, bank drafts and other remittance) sent to the Company through the post shall be deemed not to have been received by the Company unless and until they are actually delivered to the Company by the postal authorities or placed in the Company's post office box if so addressed.

3 OWNERS RISK

All handling, packing, loading, unloading, warehousing and transporting of Goods by or on behalf of at the request of the Customer and all Business is executed at the sole risk of the Customer and the Customer indemnifies the Company entirely from any claim of whatsoever nature arising therefrom.

4 INSTRUCTIONS BY THE CUSTOMER

- 4.1 Instructions given to the Company shall be binding on the Company, only if timeously and properly provided and specifically in relation to a particular matter in question.
- 4.2 Oral instructions, standing or general instructions or instructions given late, even if received by the Company, without response, shall not be binding on the Company.

4.3 The Customer's instructions to the Company shall be precise, clear and as comprehensive and accurate as possible and in particular, and without foregoing the generality thereof, shall cover any valuation or determination issued by Customs in respect of any Goods to be dealt with by or on behalf of or at the request of the Company.

4.4 In the absence of written or specific instructions, the Company shall in its reasonable discretion perform the Business if and as it deems necessary and in particular, but without derogating from the generality thereof, in relation to the means, loading, routes, delivery and procedure to be followed in performing the Business.

4.5 Notwithstanding anything to the contrary herein contained, if, at any time, the Company should consider it to be in the Customer's best interests or for the greater good of the public to depart from the Customer's instructions, the Company shall be entitled to do so and shall not incur any liability in consequence of doing so.

4.6 If, at the Company's reasonable discretion, and notwithstanding the foregoing, events or circumstances come to the attention of the Company which in the opinion of the Company make it in whole or in part impossible or impracticable for the Company to comply with the Customer's instructions, the Company shall take reasonable steps to inform the Customer of such events or circumstances and to seek further instructions. If such further instructions are not timeously received by the Company in writing, the Company shall at its sole discretion be entitled to detain, return, store, sell, abandon or destroy all or part of the Goods concerned at the risk of the Customer.

4.7 All Goods in respect of which the Company does not receive a document giving a full accurate description thereof prior to their delivery to the Company shall be handled by the Company, its servants, agents and independent contractors entirely at the Customer's risk.

4.8 In all cases where there is a choice of tariffs, rates or premiums offered by the 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 discretion of the Company as to the appointment and what declaration, if any, shall be made and what liability, if any, shall be imposed on the carrier, warehousemen, underwriter or other persons, unless express instructions in writing to the contrary are timeously given by the Customer.

4.9 The Company shall not be obliged to make any declaration for the purpose of any statute or convention or contract as to the nature of Goods or as to any special interest in delivery or otherwise unless expressly instructed by the Customer in writing. In particular, in the Republic of South Africa, the Company shall be under no obligation unless written instructions to that effect are given to the Company - to make any declaration or to seek any special protection or cover from the South African Transport Services, or from any other carrier, in respect of any Goods which are, or fall within the definition by that body of "dangerous goods" or "goods liable to be stored in the open".

5 ESTIMATES

5.1 The Company shall be entitled at any time by notice to the Customer to cancel or resile from any estimate or agreement in circumstances where it becomes impracticable or uneconomical for the Company to carry out the Business at the estimated rate and the Customer shall have no claim whatsoever against the Company for any loss that the Customer might incur as a result of the Company cancelling or resiling from the estimation or agreement.

5.2 Notwithstanding, and without limiting the generality of the clause 5.1, the Company shall be entitled to revise estimates or charges contained therein with or without notice to the Customer where changes occur in rates or currency exchange, freight, surcharge, insurance premiums, equipment, rental, labour and / or any other charges and / or rates applicable to the handling of the goods referred to in the estimate. Any such increase shall, failing agreement between the Parties, be determined by the Company's auditors or any other auditors who may be nominated by the Company for the purpose

6 INSURANCE

The Company shall endeavour to effect any insurance the Customer timeously, and in writing, instructs it to effect. The Company shall not effect insurance cover for or in respect of any Goods unless instructed to do so in writing by the Customer. All insurance effected by the Company pursuant to such written instructions shall be subject to such exceptions and conditions as may be imposed by the insurance company or underwriter taking the risk and the Company shall not be obliged to obtain separate cover for any risks so excluded. Unless otherwise agreed in writing the Company shall not be under any obligation to obtain separate insurance in respect of separate consignments but may insure all or any such consignments under any open or general policy held by the Company from time to time. Should any insurer disputes its liability in terms of any insurance policy in respect of any goods, the Customer concerned shall have recourse against such insurer only and the Company shall not have any responsibility or liability whatsoever in relation thereto notwithstanding that the premium paid on such policy may differ from the amount paid by the Customer to the Company in respect thereof. Insofar as the Company agrees to arrange insurance the Company acts solely as agent for an on behalf of the Customer.

7 CUSTOMERS WARRANTIES

7.1 The Customer warrants that-

7.1.1 The person representing the Customer in contracting with the Company is duly authorised and legally able to do so.

7.1.2 It is either the owner or the authorized agent of the owner of any goods in respect of which it instructs the Company and that each such person is bound by these Standard Trading Conditions;

7.1.3 In authorising the Customer to enter into any agreement with the Company and/or in accepting any document issued by the Company in connection with such agreement, the owner, sender or consignee is bound by these Standard Trading Conditions for itself and its agents and for any parties on whose behalf it or its agent may act, and in particular, but without limitation and without foregoing the generality hereof, it accepts that the Company shall have the right to enforce against them jointly and severally any liability of the Customer under these Standard Trading Conditions or to recover from them any sums to be paid by the Customer which upon proper demand have not been paid;

7.1.4 All information and instructions supplied or to be supplied by it to the Company is and shall be accurate, true and comprehensive, and in particular, without derogating from the generality of the foregoing, the Customer shall be deemed to be bound by and warrants the accuracy of all descriptions, values and other particulars furnished to the Company for Customs, consular and other purposes.

7.1.5 That it will not withhold any necessary or pertinent information, and shall indemnify the Company against all claims, losses, penalties, damages, expenses and fines whatsoever, whensoever and howsoever arising as a result of a breach of the foregoing whether negligently or otherwise, without derogating from the generality of the foregoing, any assessments or reassessments.

7.1.6 All goods will be properly, adequately and appropriately prepared and packed, stowed, labeled and marked, having regard inter alia to the implementation by or on behalf of the Company or at its instance of the agreement involved, and the characteristics of the Goods involved, and are capable of withstanding the normal hazards inherent in the implementation of such agreement.

7.1.7 No claim shall be made against the Company in connection with the Goods or the dealing with or of them by any third Party, including the servants, agents and independent contractors of the Company and the Customer shall indemnify the Company for any loss suffered by the latter in respect of such claim.

7.1.8 No claim shall be made against any director, servant, employee, agent or independent contractor of the Company in connection with handling or dealing with the Goods by any third Party or in respect of any Business conducted.

7.1.9 Where goods are carried in or on containers, trailers, flats, tilts, railway wagons, tanks, igloos or any other unit load devices specifically constructed for the carriage of Goods by land, sea or air, (each such device hereinafter individually referred to as "the transport unit") then save where the company has been given and has accepted specific written instructions to load the transport unit-



<p>7.1.9.1 That the transport unit has been properly and competently loaded; and</p> <p>7.1.9.2 That the Goods involved are suitable for carriage in or on the transport unit; and</p> <p>7.1.9.3 That the transport unit is itself in a suitable condition to carry the goods loaded therein and complied with the requirements of all relevant transport authorities and carriers.</p> <p>7.1.10 If the Customer is not the owner of all or any of the Goods included in any consignment and is entering into an agreement or is acting as agent for and on behalf of any other Party then any agreement between the Company and the Customer shall be deemed to have been concluded upon specific warranty given by the Customer that he has been duly and properly authorized to enter into that agreement and to agree and accept the Standard Trading Conditions on behalf of such other Party who shall be subject to and bound by all terms and conditions set out herein as if specifically named.</p>	<p>11 FRAGILE GOODS</p> <p>11.1 Notwithstanding anything to the contrary herein contained, the Company shall in no circumstances be liable for any damage or loss to any glass, glassware, mirrors, pottery, crockery, china, cast, cement, plaster or asbestos finished or semi-finished products, or Goods or any other similar or allied Goods of a fragile nature. Unless a special declaration of such Goods is made prior to acceptance thereof and such Goods can be and are specifically insured prior to acceptance of delivery at the request and expense of the Customer against all such damage or loss.</p> <p>11.2 Such insurance will be subject to the usual exceptions and conditions of the policy of the insurance company and underwriters taking the risk. The Company shall be entitled, should they so wish to, to declare the said Goods on any open or general insurance policy. Should the insurers dispute their liability for any reason, the Customer shall have the recourse against the insurers only and the Company shall not be under any responsibility or liability in relation thereto notwithstanding that the premiums upon the policy may not be at the same rate as that charged by the Company or paid to the Company by their Customer.</p>
<p>8 INSPECTION</p> <p>8.1 The Company is entitled but shall not be obligated to unpack any cargo to inspect same and establish the nature and adequacy of the packing. The cost of repacking the cargo shall be borne by the Customer.</p> <p>8.2 The Company is entitled but shall not be obligated to inspect any cargo and shall be further entitled to refuse to accept any cargo whether packed or not which in its sole discretion appears in any way to be damaged or unsafe for handling, storage or carriage as the case may be.</p>	<p>12 VALUABLE GOODS</p> <p>12.1 The Company shall not accept liability for the handling of any bullion, coins, precious stones, jewellery, valuables, antiques, pictures, bank notes, securities and other valuable documents or articles, livestock or plants unless special arrangements have previously been made in writing.</p> <p>12.2 Should any Customer nevertheless deliver any such Goods to the Company or cause the Company to handle or deal with any such Goods otherwise than under special arrangements previously made in writing, the Company, whether or not it is aware of the nature of the Goods, shall bear no liability whatsoever, for or in connection with any loss of or damage to the Goods.</p>
<p>9 COLLECTION, STORAGE AND DELIVERY</p> <p>9.1 Loading</p> <p>9.1.1 The Customer shall deliver the Goods to the point of collection and shall, if so required by the Company, load the Goods onto the vehicle designated to transport the Goods.</p> <p>9.1.2 The Customer shall accept the Goods at the point of delivery and shall, if so required by the Company, load the Goods onto or from the vehicle.</p> <p>9.1.3 Nothing in the paragraph shall be construed as preventing the Company from loading or unloading the Goods onto or from the vehicle.</p> <p>9.1.4 The Company may at any time, during any removal or transit, transfer Goods from vehicle to vehicle.</p> <p>9.1.5 Goods left upon the Company's vehicle for any reason to suit the convenience of the Customer are held at the sole risk of the Customer as the case may be.</p> <p>9.1.6 Access to loading and off-loading sites shall be adequately prepared by the Customer as the case may be prior to the arrival of the vehicle/load.</p> <p>9.2 Routes</p> <p>The Company shall be entitled, in its sole discretion, to determine or vary the means, procedures and routes to be followed in performing all or any of the services required. Any additional cost in respect thereof shall be borne by the Customer.</p> <p>9.3 Delivery</p> <p>9.3.1 Delivery shall end when the Goods are tendered at the point of delivery upon the arrival of the vehicle at the point of delivery, and before the consignment is unfastened or unsecured or unloaded.</p> <p>9.3.2 If the Company is unable to effect delivery at the point of delivery due to circumstances beyond the control of the Company, then the Company shall be entitled to deal with such Goods in any manner which it, in its sole discretion, deems fit and such action taken by the Company shall be for the Customer's expense and at the sole risk of the Customer.</p> <p>9.3.3 If delivery of any Goods is not accepted by the Customer, consignee or party nominated by the Customer at the appropriate time and place then the Company shall be entitled to store the Goods or any part thereof at no risk to the Company and at the expense of the Customer.</p> <p>9.4 Warehousing</p> <p>9.4.1 Pending forwarding and delivering, Goods may be warehoused or otherwise stored or held at any place at the sole discretion of the Company at the Customer's expense and such storage shall be at the sole risk of the Customer.</p> <p>9.4.2 At least 2 (two) clear working days notice shall be given by the Customer to the Company before the removal of any Goods from the warehouse.</p> <p>9.4.3 The Company shall not be bound to deliver from the warehouse, any Goods, without an order in writing signed by the Customer who shall, if required, be present at the time of deliver and who shall give a receipt for the Goods and the Company shall not be bound to deliver any Goods without the production to it of the original inventory if any.</p>	<p>13 CONDITION</p> <p>The onus of establishing the condition or state of any Goods at any time whatsoever shall at all times remain in the Customer.</p> <p>14 COLLECTION OF EXPENSES AND COD</p> <p>14.1 When Goods are accepted or dealt with by the Company upon instructions to collect freight, duties, charges or other expenses from the consignee or any other person, the Customer shall remain responsible therefore if they are not paid by such consignee or any other person immediately when due.</p> <p>14.2 If accepted by the Company, instructions to collect payment on delivery shall be subject to the condition that the Company will be entitled to assume that the recipient will effect payment and in the matter of such collection will not be liable for any negotiable instrument which is not met on due date for payment.</p> <p>15 SUB-CONTRACTING BY THE COMPANY</p> <p>15.1 Any Business conducted by the Company may, in the absolute discretion of the Company, be fulfilled by the Company itself, by its own servants performing or all of the relevant services, or by the Company employing or instructing or entrusting the Company to third Parties on such conditions as may be stipulated by or negotiated with such third Parties for the purposes of such services, or such part thereof as they may be employed to carry out.</p> <p>15.2 Where the Company employs third parties to perform all or any of the functions which it has agreed to perform, the Customer agrees that the Company shall have no responsibility or liability to its Customer for any act or omission of such third party, even though the Company may be responsible for the payment of such third party's charges; but the Company shall, if suitably indemnified against all costs, (including attorney and client costs) which may be incurred or awarded against the Company, take such action against the third party on the Customer's behalf as the Customer may direct.</p> <p>16 LIMITATION OF COMPANY'S LIABILITY AND INDEMNITY</p> <p>16.1 The Company shall not be liable for any loss or damage unless such loss or damage:</p> <p>16.1.1 Occurs whilst the Goods are in the actual custody of the Company and under its actual control; and</p> <p>16.1.2 Is proved to have been directly attributable to the willful act or omission of the Company.</p> <p>16.2 In all such events the burden of proving such willful act or omission shall at all times rest upon the Party alleging it.</p> <p>16.3 Notwithstanding anything to the contrary contained herein or in any Law, the onus of proving the Customer has complied with the Standard Trading Conditions shall at all time be on the Customer.</p> <p>16.4 In the event of the Customer failing to supply or provide to the Company with an accurate document description or other information whatsoever required to be supplied to the Company in terms hereof, or in terms of any Law, custom or practice, the Company shall not be responsible for any loss, damage expense, cost or claims of any nature whatsoever arising out of any failure on the part of the Company to take any special or unusual precautions and the Customer hereby indemnifies the Company against any such loss, damage expense, cost and claims.</p> <p>16.5 Notwithstanding anything to the contrary herein contained, the Company shall in no circumstances be liable for any damage or loss to any glass, glassware, mirrors, pottery, crockery, china, asbestos case, cement or plaster products or goods or any other similar or allied goods of a fragile nature unless a special declaration of such Goods is made to the Company in writing prior to the acceptance thereof.</p> <p>16.6 Any liability of the Company, howsoever arising, shall not exceed whichever is the least of the following respective amounts:-</p> <p>16.6.1 The value of the Goods evidenced by the relevant documentation or declared by the Customer for customs purposes or for any purpose connected with their transportation;</p> <p>16.6.2 The value of the Goods declared for insurance purposes;</p> <p>16.6.3 Double the amount of the fees raised by the Company in respect of the Business, but excluding any amount payable to subcontractors, agents or third parties or any other disbursement of whatsoever nature.</p> <p>16.6.4 If it is desired that the liability of the Company should not be governed by these limits, a written notice thereof must be received by the Company before any Goods or documents are entrusted to the Company together with statement of the value of the Goods. Upon receipt of such notice the Company may in exercise of its absolute discretion, agree in writing to its liability being increased to maximum amount equivalent to the amount stated in the notice which case be entitled to effect special insurance to cover its maximum liability and the Party giving the notice shall be deemed by doing so to have agreed and undertaken to pay the Company the amount of the premium payable by the Company for such insurance and any other incidental costs.</p> <p>16.6.5 It is the responsibility of the Customer to ensure that its premises are suitable for the handling of containers and that semi-trailers are parked on flat, hard surfaces. The Company will accept no liability for any incidents that might occur due to unsuitable premises or on or off loading facilities.</p> <p>16.7 Notwithstanding anything to the contrary contained herein, the Customer indemnifies the Company in respect of all liability for any costs and/or damage and/or claims arising out of any incident whatsoever unless the Customer has proven the liability to fall within the ambit of this paragraph 16.</p> <p>16.8 Without derogating from the generality of clause 16.7 above:</p> <p>16.8.1 The Customer shall indemnify the Company against all losses, damages, expenses and fines arising from any inaccuracy or omission in its instructions or description of the Goods; and</p> <p>16.8.2 The Customer shall indemnify the Company against all losses, damages, expenses and fines arising from any inaccuracy or omission in respect of inadequate marking; and</p> <p>16.8.3 The Customer shall indemnify the Company against all liability for the cost of repairing any damage which may be caused by the passage of the load over private property, unless such damage is directly attributed to the Company's negligence; and</p>
<p>10 TRANSIT OF ABNORMAL LOADS / PERISHABLE GOODS / DANGEROUS GOODS</p> <p>10.1 Abnormal loads relate to Goods which by reason of their nature, weight (mass), dimensions or otherwise require special arrangements to be made or unusual or special care, treatment or precautions to be taken for the transport movement thereof or such Goods which the Company in its discretion regard as abnormal.</p> <p>10.2 Any Goods which are considered as:-</p> <p>10.2.1 abnormal loads</p> <p>10.2.2 perishable;</p> <p>10.2.3 radio active and / or contain radio active material;</p> <p>10.2.4 dangerous, hazardous, inflammable or noxious or which may become dangerous, hazardous, inflammable or noxious;</p> <p>10.2.5 likely to cause damage;</p> <p>10.2.6 such by their nature may become liable to cause injury or damage to any person or property;</p> <p>10.2.7 poisonous, or an oxide or liable to become poisonous or oxidious and which the Customer requires the Company to accept for the delivery and/or storage;</p> <p>shall be properly packaged and/or contained in accordance with the further terms of these Standard Trading Conditions and shall be prominently marked and described as such and the Customer shall specifically in writing draw to the attention of the Company the precise nature and extent of the qualities of such Goods. The Customer acknowledges that before the conveyance of any hazardous dangerous and/or flammable Goods it must supply the Company with a valid transport emergency handling card (TREM Card).</p> <p>10.3 If such Goods are accepted under arrangements previously made in writing they may nevertheless be so destroyed or otherwise dealt with if they become dangerous to people, other Goods or property.</p> <p>10.4 Where the Company is required to transport or move such Goods, it shall have the right to vary the Standard Trading Conditions or add such further terms thereto as it in its sole discretion may deem fit.</p> <p>10.5 The expression "Goods likely to cause damage" includes Goods likely to harbour or encourage vermin or other pests and all such Goods as fall within the definition of "hazardous and dangerous Goods" in the South African Transport Services Regulations.</p> <p>10.6 Abnormal indivisible loads shall be only carried if:</p> <p>10.6.1 Permission is obtained from the Provincial Administration and local authorities concerned and in that regard; the Customer shall give the Company adequate notice to obtain abnormal permits (exceptions).</p> <p>10.6.2 The Road and Bridges Authorities approve a suitable and direct route and do not subsequently vary such route.</p> <p>10.7 The Customer shall indemnify the Company against all liability for the cost of repairing any damage which may be caused by the passage of the load over private property, unless such damage is directly attributed to the Company's negligence.</p> <p>10.8 Access to off-loading sites shall be prepared prior to the arrival of loads, to enable safe passage to off-loading points.</p>	<p>17</p>



<p>16.8.4 The Customer shall indemnify any servant, director, employee, agent or independent contractor of the Company for any loss suffered in that respect.</p> <p>16.8.5 The Customer shall indemnify the Company against any claims of a general average nature which may be made against the Company and the Customer shall provide such security as may be required by the Company in this regard</p>	<p>23.3 Unless a written agreement to grant credit has been entered into by the Company, or any other agreement is reached between the Parties in writing the terms of payment shall be cash on delivery and shall be payable by the Customer to the Company immediately on presentation of an invoice to the Customer.</p> <p>23.4 The Customer shall not under any circumstances be entitled to make any deductions or to offset any amount whatsoever and howsoever arising from such invoices owing to the Company by virtue (but without derogating from the generality thereof) of any real or alleged counter claim by the Customer against the Company.</p> <p>23.5 All amounts paid by the Customer to the Company shall be allocated by the Company to such liabilities as the Company may in its sole discretion determine. The Customer conversely shall not be entitled to stipulate or allocate payments to any particular outstanding amount.</p> <p>23.6 In the event of the Company agreeing to grant credit as aforesaid, credit shall include terms of payment within 30 (thirty) days after delivery of the Goods.</p> <p>23.7 Any costs due to the Company in terms of Paragraph 23 hereof or otherwise are payable without deduction or set off and without prejudice to the Company's rights against the Customer or any other person.</p> <p>23.8 Should any payment(s) not be made in accordance with the applicable term(s) of payment as set out above, the Customer will be liable for interest on such overdue amounts at the maximum rate of interest allowed by Law</p>
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17 CLAIMS	24 LIEN
<p>17.1 Claims must be received by the Company in writing within 7 (seven) days of delivery of Goods or of the time when the Goods should have been delivered.</p> <p>17.2 In absence of such notice, no claim of whatsoever nature shall lie or be enforceable against the Company from whatever cause arising nor shall such claim or any other dispute be capable of set off or otherwise constitute a defence to any claim by the Company against the Customer.</p> <p>17.3 All Goods (and documents relating to the Goods) which come into possession will come under the control of the Company and shall be subject to a special and general liens and pledge for monies due to the Company by the Customer in respect of services and/or any other Goods and for any other indebtedness due to the Company by the Customer however arising.</p> <p>17.4 In the event of any sum(s) due to the Company as aforesaid not being paid on due date, the Company shall be entitled to give to the debtor 14 (fourteen) days prior written notice that should payment in full of the debt not made within the said period of 14 (fourteen) days, the Goods will be sold and:</p> <p>17.4.1 If the said debt is not paid in full within the aforesaid period sell Goods by public auctioneer otherwise as the Company in its sole discretion decides and apply the proceeds if such sale to the defrayment of any costs incurred in respect of the storage and sale of the Goods and thereafter in reduction of the said debt.</p> <p>17.5 Should the Company decide to sell the Goods otherwise than public auction it shall have the right to fix the price at which such Goods are to be sold and neither the Customer nor any other person shall have the right to object to such price.</p>	<p>24.1 All goods and documents relating to the Business, the Goods, including bills of lading and import permits as well as refunds, repayments, claims and other recoveries, shall be subject to a special and general lien and pledge either for monies due in respect of such Goods or for other monies due to the Company from the Customer, sender, owner, importer or the holder of the bill of lading or their agents, howsoever and whensoever arising. If any amounts due to the Customer are not paid within 14 (fourteen) days after notice has been given to the person from whom the monies are due that such Goods or documents are being detained, they may at the option of the Company be sold by auction, private treaty or otherwise, or in some other way disposed of for the value at the sole discretion of the Company and at the expense of such person and the net proceeds applied in or towards the satisfaction of such indebtedness or part thereof. In order to give effect to such sale, the Company may open and examine any part of the consignment.</p> <p>24.2 At the option of the Company, the whole or any part of the consignment may be sold, either by public auction or by private treaty, and to apply the proceeds of any such sale, after deducting all the expenses thereof, in payment of or towards any sum due by the Customer to the Company.</p> <p>24.3 The Company shall pay over the surplus (if any) of the proceeds of such sale, after application thereof in terms of Paragraph 24.1.2 to the Customer, but shall otherwise be released from all liability whatsoever in respect of the consignment.</p>
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18 CLAIMS AGAINST THE COMPANY BY THIRD PARTIES	25 DEFAULT
<p>18.1 The Company hereby authorizes the Customer to contract on its behalf with third parties so as to limit the liability of the Company to such parties.</p> <p>18.1.1 To the extent that a Customer contracts with third Parties to stipulate in favour of the Company so as to limit the liability of the Company to those third Parties such stipulations are hereby accepted.</p>	<p>25.1 In the event that the Customer shall default in fulfillment in any of its obligations to the Company, whether relating to payment of money is due or otherwise, the Company shall be entitled to:</p> <p>25.1.1 Cancel the agreement; or</p> <p>25.1.2 Claim specific performance from the Customer</p> <p>25.2 In the event that the Company cancels the agreement, the Company shall be entitled to:</p> <p>25.2.1 Claim immediate payment of all amounts due to it together with interest at the maximum amount permissible by Law from time to time calculated from the date of cancellation to date of payment in full and all legal costs on an attorney-client scale inclusive of collection commission and tracing charges; and</p> <p>25.2.2 Suspend all Business; and</p> <p>25.2.3 Retain all Goods which may be in the Company's possession in respect of which the Customer may have a claim or interest until the amounts referred to in Clause 25.2.1 are paid in full; and</p> <p>25.2.4 Institute any action it deems appropriate against the Customer in any appropriate South African Court of Law, including any Magistrate's Court, notwithstanding that the amount claimed by the Company from the Customer may otherwise exceed the jurisdiction of the Magistrate's Court.</p> <p>25.3 A certificate by any of the directors of the Company (whose appointment or qualifications it shall not be necessary to prove) as to the amount owing by the Customer and to the effect that the date of payment of such amount has arrived shall for the purposes of any action against the Customer hereunder for provisional sentence or summary judgement or otherwise be sufficient and satisfactory proof of the fact therein stated until the contrary shall have been proved.</p>
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19 CLAIMS AGAINST THE DIRECTORS EMPLOYEES SERVANTS AND AGENTS OF THE COMPANY BY THE CUSTOMER	26 GENERAL
<p>19.1 The Customer undertakes that no claim shall be made by it against any director, employee, servant, agent or independent contractor of the Company in connection with its dealings with the Goods.</p> <p>19.2 That undertaking is also hereby given by the Customer to each and every director, employee, servant, agent or independent contractor of the Company and is hereby accepted by the Company acting on their behalf as their agent.</p> <p>19.3 The Company hereby stipulates in favour of each and every one of its servants, agents and independent contractors that the Customer shall have no right of action whatsoever against any such servant, agent and independent contractor in connection with its dealings with the Goods, which stipulation is hereby accepted by the Customer and is open for acceptance by the said servants, agents and independent contractor for an indefinite period of time.</p>	<p>26.1 Indulgence</p> <p>No relaxation, indulgence or delay (collectively referred to as "Indulgence") granted by the Company shall constitute a waiver of any of the Company's rights under these Standard Trading Conditions; accordingly, the Company shall not be precluded from as a consequence of having granted such indulgence, from exercising any rights against the Customer which may have arisen in the past or which may arise in the future.</p> <p>26.2 Waiver of Rights</p> <p>26.2.1 The waiver of any right under these Standard Trading Conditions shall be binding on the waiving Party only to the extent that the waiver has been reduced to writing and signed by the duly authorized representative(s) of the waiving Party.</p> <p>26.2.2 If the Company is obliged, in the execution of any of its duties and/or responsibilities to comply with the Law then the Company by complying therewith shall not be deemed to waive or abandon any of its rights in terms of these Standard Trading Conditions and in complying with the Law the Company shall not be deemed to have assumed any onus, obligations, responsibility or liability in favour of the Customer.</p> <p>26.2.3 No agent or employee of the Company, other than a director or an individual authorised thereto by the board of directors, has the Company's authority to alter or vary the Standard Trading Conditions nor shall any act or omission of the Company be construed as a variation or waiver of any of the Standard Trading Conditions</p> <p>26.3 Severability</p> <p>26.3.1 Whenever possible, each provision of these Standard Trading Conditions shall be interpreted in a manner which makes it effective and valid under applicable Law, but if any provision of these Standard Trading Conditions is held to be illegal, invalid or unenforceable under applicable Law, that illegality, invalidity or unenforceability shall not affect the other provisions of these Standard Trading Conditions, all of which shall remain in full force;</p> <p>26.3.2 Should any one or more of the provisions of these Standard Trading Conditions be unenforceable then such provision(s) shall be severed and the remaining provisions shall be of full force and effect.</p>
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20 COSTS	27 JURISDICTION
<p>20.1 Save where otherwise agreed between the Company and the Customer, all work undertaken by the Company shall be charged for at the rate specified in the Company's quotation as amended from time to time or in respect of the Company's usual charges in relation to the Business.</p> <p>20.2 The Customer, senders, owners 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 in connection with the Goods, and for any payments, fines, expenses, loss or damage incurred or sustained by the Company in connection therewith.</p> <p>20.3 The Company is entitled to retain and be paid all brokerages, commissions, allowance and other remuneration's customarily retained by or paid to by persons engaged in the transport and storage of Goods and shall not be obliged to disclose or account to the Customer for any such remuneration received by it from third Parties.</p>	<p>27.1 These Standard Trading Conditions constitute an agreement executed by and between the Company and the Customer and/or its agents and wherever made shall be governed by and constituted according to the laws of South Africa and shall be subject to the exclusive jurisdiction of the courts of the Republic of South Africa.</p>
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21 ADDITIONAL CHARGES	28 ADDITIONAL
<p>21.1 If any additional carriage or warehousing is necessary or if any further or additional work has to be carried out by the Company at the request of the Customer or otherwise, the necessity and charge for such further or additional work, carriage, warehousing etc will be at the sole discretion of the Customer.</p>	<p>28.1 Please refer to www.hartrout.com/conditions/south-africa</p>
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22 DUTIES AND TAXES	
<p>22.1 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 in connection with the Goods, and for any payments, fines, expenses, loss or damage incurred or sustained by the Company in connection therewith.</p> <p>22.2 The Company shall bear no liability in consequence of the fact that there may be a change in the rate of duty, wharfage, freight, railage or cartage or any other tariff, before or after the performance by the Company of any act involving a less favourable rate or tariff or by virtue of the fact that a saving might have been effected in some other way had any act been performed at a different time.</p> <p>22.3 Where as a result of any act or omission by or on behalf of or at the instance of the Company and whether or not such act or omission was negligent, any duty, tax, levy, railage, wharfage, freight, cartage, or any other impost or charge has been paid or levied in an incorrect amount, then any responsibility or liability to the Customer which the Company may otherwise have will cease and fall away if the Customer does not:</p> <p>22.3.1 Within a reasonable time having regard to all the circumstances, and in particular to the time allowed for the recovery from the payee of the amount overpaid, advise the Company that an incorrect amount has been paid or levied; and</p> <p>22.3.2 Do all such acts as necessary to the enable the Company to effect the recovery of the amount incorrectly paid.</p> <p>22.4 The fact that the Customer may not be aware that any such incorrect payment has been made shall not constitute a circumstance to be taken into account in calculating what a reasonable time is for the purpose of Clause 22.3.1. Should any act of omission by the Customer, whether or not such act or omission was due to ignorance on the part of the Customer and whether or not such ignorance was reasonable or justified in the circumstances, prejudice the Company's right of recovery, the Customer shall be deemed to not have complied with Clauses 22.3.1 and 22.3.2.</p>	
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23 PAYMENT	
<p>23.1 All disbursements incurred by the Company on behalf of the Customer whether made in respect of demurrage, wharfage, customs dues, VAT, warehouse costs and the like in the discharge of its obligations to the Customer or made in order to preserve or protect any goods shall be paid by the Customer to the Company on delivery of an account in respect thereof by the Company to the Customer. The Customer shall not be entitled to refuse payment of such disbursements or to claim a reduction in such disbursements where it appears that such disbursements were unnecessarily or excessively made by the Company.</p> <p>23.2 The Customer shall be liable for all duties, VAT, taxes, levies, deposits or fines levied by any authority at any port or place in connection with the Goods and shall also be liable for all expenses, losses or damages incurred or sustained by the Company in connection with the Goods. Such amounts shall be payable to the Company upon demand.</p>	

