

STANDARD TRADING CONDITIONS

1. The following are the Standard Trading Conditions upon which *goods* are forwarded, moved, packed, stored and/or warehoused by the *company*.
2. "*company*" shall mean CAL Freight CC.
3. "*customer*" shall mean any person or persons at whose request or on whose behalf the *company* undertakes any business, or to whom it gives any advice, information or service.
4. "*goods*" wherever used in these conditions shall mean any *goods* coming under the control of the *company* on behalf of any *customer* and shall include any container, transportable tank, flat, pallet, package or other covering not supplied by or on behalf of the *company*.
5. Save where the context otherwise requires, all and any business undertaken, including the giving of any advice, information or service provided whether gratuitously or otherwise by the *company* is and shall be subject to the conditions hereinafter set out and each condition shall be deemed to be incorporated in and to be a condition of any agreement between the *company* and its *customer*.
6. No agent or employee of the *company* has the *company's* authority to alter or vary these conditions either by an oral or a written undertaking or promise given before or after receipt of these conditions unless authorised by the *company* in writing to do so, nor shall any act or omission of the *company* be construed as a variation or waiver of any of these conditions.
7. The *company* handles *goods* only on the basis that it is neither in law nor in fact a 'common carrier' on a 'public carrier'.
8. Any business undertaken by the *company* shall be governed by these conditions subject only to the extent that they conflict with any statute or legislation that may apply to the business in question or to the extent that any statute or legislation gives the *company* any other rights or immunities than those provided in these conditions.
9. Every *customer* engaging the *company* to undertake business shall do so and shall be deemed to do so in every respect and in relation to all the terms of the transaction including these conditions not only on his own behalf but also as an agent and on behalf of:
 - 9.1. every person then owning or otherwise interested in any *goods* the subject of the transaction undertaken; and
 - 9.2. every person acquiring ownership of or any other interest in such *goods* subsequent to the engagement of the *company* and prior to the completion of the transaction undertaken.
10. Every *customer* engaging the *company* shall be deemed to have warranted that he either has the authority to engage the *company* as owner of such *goods* or as the authorised agent and on behalf of the persons referred to in clauses 9.1 and 9.2 above.
11. Dangerous Goods:
 - 11.1. No *goods*, including radio-active materials, which in the *company's* sole opinion are or may become dangerous, inflammable or noxious or which are prohibited or illegal or which by their nature are or may become liable to cause injury or damage to any person, *goods* or property whatsoever shall be tendered to the *company* without the *customer* giving it full particulars thereof and obtaining the *company's* prior written consent.
 - 11.2. If any such *goods* are tendered to the *company* without its written consent or without being marked as aforesaid the same may at any time be destroyed, disposed of, abandoned or rendered harmless at the sole discretion of the *company* and at the entire risk and expense of the *customer*, without compensation to him, or to any other party and without prejudice to the *company's* right to its charges or fees including the cost of the disposal.
 - 11.3. Notwithstanding the acceptance of *goods* with its express consent, the *company* may nevertheless for good reason, such as risk to other *goods*, property, life or health, destroy or otherwise deal with the *goods* at the entire risk and expense of the *customer*, without compensation to him, or to any other party and without prejudice to the *company's* right to its charges or fees including the cost of the disposal.
 - 11.4. Whether or not the *customer* was aware of the nature of the *goods* and whether or not the *company's* written acceptance thereof was obtained, the *customer* indemnifies the *company* and holds it harmless against all loss, damage or liability caused to the *company* as a result of the tender of the *goods* to the *company*.

- 11.5. The expression "goods liable to cause damage" shall include *goods* likely to harbour or encourage vermin, snakes or other pests of whatever nature.
- 11.6. The *customer* shall comply with all laws, including all statutes, ordinances, by-laws, proclamations, regulations and other enactments which are required to be complied with by the *customer* or *company* for the purposes of the contract; and the *customer* indemnifies the *company* against any loss, damage, costs or other liability as a result of the *customer* failing to comply with any such law, whether of the Republic of South Africa or of any other country, to which the *goods* are sent or through which they may pass while in transit.
12. Valuable and Fragile Goods:
- 12.1. The *company* shall not accept liability for the handling of any bullion, coins, precious stones, jewelry, furs, valuables, antiques, pictures, bank notes, securities and other valuable documents or articles, livestock or plants unless special arrangements have previously been made and confirmed by the *company* in writing. 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 with 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* or any damages of whatever nature including damages for indirect or consequential loss that may be suffered by the *customer*.
13. Although all reasonable care will be taken by the *company* to prevent damage to any *goods* of a fragile nature, including but not necessarily confined to lamp shades, statuary clocks, barometers, medical instruments, electrical or other mechanical requirements, wireless sets, radiograms, gramophone records, recorders, television sets and refrigerators, the *company* accepts no liability whatsoever for any damage to such *goods* howsoever caused and shall not be liable for the cost of repair, readjusting or re-tuning any of those items should this become necessary.
14. The *customer* shall clearly mark and identify as its property all *goods* that are delivered to the *company* for any purpose whatsoever. The *customer* shall be deemed to be bound by and to warrant the accuracy of all descriptions, values and other particulars furnished to the *company* for customs, consular and other purposes and indemnifies the *company* against all claims, losses, penalties, damages, expenses and fines whatsoever arising from any inaccuracy or omission, even if such inaccuracy or omission is not due to any negligence.
15. Except where the *company* is instructed in writing to pack the *goods*, the *customer* warrants that all *goods* have been properly and sufficiently packed and/or prepared by the *customer*.
16. Third Parties
- 16.1. Any instructions or business accepted by the *company* may in the absolute discretion of the *company* be fulfilled by the *company* itself, by its own servants performing part or all of the relevant services, or by the *company* employing or instructing or entrusting the *goods* 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.
- 16.2. Where the *company* employs independent third parties to perform all or any of the functions required of the *company*, the *company* shall have no responsibility or liability to its *customers* for any act or omission of such third party, even though the *company* may be responsible for payment of such third party's charges; but the *company* shall, if suitably indemnified against all costs, including attorney and client costs, take such action against the third party on its *customer's* behalf as its *customer* may direct.
- 16.3. All *goods* are dealt with by the *company* subject to the conditions, whether or not inconsistent with these conditions, stipulated by the carriers, warehousemen, Government Departments, and all other parties (whether acting as agents or subcontractors to the *company* or not) into whose possession or custody the *goods* may pass, or subject to whose authority they may at any time be.
17. Instructions
- 17.1. Wherever it is necessary, for the purpose of these conditions or any other purpose whatsoever, for instructions to be given to the *company* by the *customer*, such instructions shall be recognised by the *company* as valid, only if timeously given having regard to the matter in question. Standing or general instructions given late, even if received by the *company* without comment, shall not be binding on the *company*. It shall be in the *company's* sole discretion

whether the *customer* has given it adequate time within which to carry out any of the *customer's* specific instructions.

17.2. If at any stage in any transaction the *company* should consider that there is good reason, making it advisable in the *customer's* interest to depart from any of the *customer's* instructions, the *company* shall be permitted to do so, and it shall not thereby incur any liability to the *customer* by doing so.

18. Acts and Time

18.1. In the absence of special instructions, it shall be in the entire discretion of the *company* to decide at what time to perform any or all of the various acts which may be necessary for the completion of its services in relation to any particular matter. The *company* shall have no liability or responsibility by virtue 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 of 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.

18.2. In the absence of written instructions the *company* reserves to itself the absolute discretion as to means, route and procedure to be followed in performing all or any of the acts or services required.

19. It shall not be obligatory on the *company* to effect insurance except upon detailed instructions given in writing by the *customer* and all insurance effected by the *company* pursuant to such instructions will be subject to such exceptions and conditions as may be imposed by the insurance *company* or the underwriters taking the risk and the *company* shall not be obliged to obtain separate cover for any risks so excluded. The *company* shall not be under any obligation to effect a separate insurance on each consignment but may declare it on any open or general policy. Should the insurers dispute their liability for any reason, the *customer* shall have recourse against the insurers only and the *company* shall not be under any responsibility or liability whatsoever in relation thereto notwithstanding that the premium upon the policy may not be at the same rate charged by the *company* or paid to the *company* by its *customer*.

20. 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 any *goods* or as to any special interest in delivery or otherwise of any *goods* or as 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 special protection or cover from the South African Railways and Harbours, or from any other carrier, in respect of any *goods* which are, or fall within the definition by that body of:

20.1. dangerous or very dangerous *goods*; or

20.2. *goods* liable to be stored in the open.

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

22. Pending forwarding and delivery, *goods* may be warehoused or otherwise held at any place at the sole discretion of the *company* at the *customer's* risk and expense. In regard to *goods* accepted by the *company* for storage alone, the *customer* shall remove such *goods* upon expiry of any contracted period of storage and in the event that the *customer* fails to do so, the *company*, without prejudice to any of its other rights in terms hereof, may continue to store the *goods* for the account of the *customer*. Under no circumstances whatever shall the *company* be responsible for any loss or damage to the *goods* howsoever caused while they are in storage, whether pending forwarding or delivery to otherwise.

23. Upon receipt of *goods* for storage the *company* shall furnish a receipt for the *goods* but the absence thereof of any statement as to the condition of the *goods* upon delivery to the *company* shall not create an inference that the *goods* so delivered to the *company* were not previously damaged. The *company* will have no liability whatsoever in respect of any *goods* not individually listed upon such receipt and any such discrepancy in such receipt shall be notified by the *customer* to the

company in writing within ten (10) days from the date of such receipt, failing which the contents of the receipt shall be considered as final and conclusive between the *company* and the *customer*.

24. The *company* shall have no obligation to take any action in respect of any *goods* which may be recognisable as belonging to its *customer* unless it has received suitable instructions relating to such *goods* together with all necessary documents. In particular, the *company* shall not be obliged to notify the *customers* of the existence or whereabouts of the *goods* or to examine them or to take any other steps for their identification, protection or preservation, or for the preservation of any claim by its *customer* or any other party against the carrier, insurer or third party.
25. Where it is necessary for an examination to be held or other action to be taken by the *company* in respect of any discrepancy in any *goods* which are landed from any vessel, aircraft, vehicle or container, no responsibility shall attach to the *company* for any failure to hold such examination or to take any other action unless the *company* has been timely advised by the landing agent that such *goods* have been landed, and are given full particulars of any discrepancy.
26. Perishable *goods* in the care, custody or control of the *company* which have begun or are likely to deteriorate or which are insufficiently addressed or marked or otherwise not readily identifiable, may be sold or otherwise disposed of without any notice to the *customer*, sender, owner, or consignee and payment or tender of the net proceeds of any sale after deduction of charges and expenses shall be equivalent to delivery. All charges and expenses arising in connection with the sale or disposal of the *goods* shall be for the account of the *customer*, and may be deducted by the *company* from the net proceeds.
27. The *company* shall, in all matters pertaining to The South African Revenue Service, only act upon written instruction from the *customer*, and accepts no liability for any claims, fines, damages, or any other loss whatsoever resulting from such acts, whether such instruction was actually received by the *company* or not.
28. Disposal
 - 28.1. The *company* shall be entitled to sell or dispose of all non-perishable *goods* in any circumstances:
 - 28.1.1. where a *customer* cannot be identified;
 - 28.1.2. where the *goods* cannot be delivered because they are insufficiently addressed; or
 - 28.1.3. where the *goods* have not been collected or accepted by the *customer* or any other person; where the *company* has an address for the *customer* then such sale or disposal shall be effected only after the expiration of twenty-one (21) days from the posting to that address of written notice that unless the *goods* are removed within that period they will be sold by the *company*.
 - 28.2. All charges and expenses arising in connection with the storage and sale or disposal of the *goods* shall be for the account of the *customer*. A communication from any agent or correspondent of the *company* or from any third party referred to in clause 16 to the effect that the *goods* cannot be delivered for any reason shall be conclusive of that fact.
29. All quotations given by the *company* shall only be binding on the *company* if accepted by the *customer* immediately after they are given, failing which they will only become binding if subsequently confirmed by the *company*. Nevertheless the *company* reserves the right notwithstanding the acceptance by the *customer* of any quotation given by it to vary the terms of any contract resulting from the acceptance of that quotation with or without notice to the *customer* in the event of changes in currency exchange rates, rates of freight, surcharges, insurance premiums, equipment rental rates, labour rates or any other charge applicable to any and all business undertaken by the *company*.
30. The *company* is entitled to the benefit of any discounts obtained and to retain and be paid all brokerages, omissions, allowances and other remunerations of whatsoever nature and kind and shall not be obliged to disclose or account to its *customers* or principals for any such remuneration received by it.
31. Collect Payments
 - 31.1. When *goods* are accepted or dealt with upon instructions to collect freight, duties, charges or other expenses from the consignee or any other person, the *customer* shall remain responsible for the same if they are not paid by such consignee or other person immediately when due.

- 31.2. If accepted by the *company* instructions to collect payment on delivery (C.O.D.) in cash or otherwise shall be subject to the condition that the *company* in the matter of such collection will be liable for the exercise of reasonable diligence and care only.
32. The *customer*, sender, owner and/or consignee and their agents, if any, shall be liable for any duties, taxes, imposts, levies, deposits 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 whatsoever incurred or sustained by the *company* in connection therewith. The *company* may refuse to deal in any manner whatsoever with *goods* in its possession upon which such duties, taxes, imposts, levies, deposits or outlays of whatsoever nature, have not been paid unless and until it has received the requisite permission, consent or authority from the customs or other competent local authority.
33. Unless otherwise specifically agreed by the *company* all sums shall be paid in cash immediately upon presentation of account without deduction, and payments shall not be withheld or deferred on account of any claim, counterclaim or set off.
34. Notwithstanding any prior dealings between the *company* and its *customers*, all documents and other matter including cash, cheques, bank drafts and other remittances, 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.
35. The *company* shall under no circumstances be precluded from raising a debit and obtaining payment in respect of any fee or disbursements lawfully due to it, notwithstanding the fact that a previous debit or debits, whether excluding or partly including the items now sought to be charged, has been raised and whether or not any notice was given that further debits were to follow.
36. A *customer* delivering property to the *company* for storage shall furnish an address to which communications are to be directed by the *company*. Only upon producing of a storage receipt issued by the *company* and instructions in writing signed by the *customer*, will access to, or removal of, *goods* be permitted. During the currency of the agreement the *customer* shall notify the *company* of any change of address.
37. All *goods* and documents relating to *goods* including Bills of Lading and import permits, as well as all refunds, repayments claims and other recoveries shall be subject to a special and general lien and pledge either for moneys due in respect of such *goods* or in respect of charges made by the *company* in terms of clause 22 hereof for *goods* stored and not removed punctually or for other moneys due to the *company* from *customers*, sender, owner, consignee, importer or the holder of the Bill of Lading or their agents, if any. If any moneys due to the *company* are not paid within fourteen (14) days after notice has been given to the person from whom the moneys are due to that such *goods* or documents are being detained, they may be sold by auction or otherwise or in some other way disposed of for value at the sole discretion of the *company* and at the expense of such person, and the net proceeds applied in or towards satisfaction of such indebtedness.
38. Notwithstanding and without limiting the provisions of clause 37, if any amount owned by the *customer* to the *company* from any cause whatever whether under the contract or not, is paid on due date, then without prejudice to any other right which it may have, the *company* may:
- 38.1. require that all amounts then owned to it by the *customer* from any cause whatever (and whether under the contract or not), shall immediately become due and payable;
- 38.2. retain in its possession any *goods* of the *customer* until all those amounts have been paid;
- 38.3. suspend until payment is made the carrying out of any of its then uncompleted obligations from any cause whatever and whether under the contract or not;
- 38.4. terminate any credit facilities granted to the *customer* whether under the contract or not.
39. We, the directors, members, partners or owner of the *customer* (as specified on page 1 of this Application for Credit), do hereby bind ourselves jointly and severally in favour of the *company* as surety for and co-principal debtor *in solidum* with the *customer* for the due payment of every sum of money which may now or at any time hereafter be or become owing by the *customer* to the *company* from whatsoever cause or causes arising, and for the due performance of every other obligation, howsoever arising, which the *customer* may now or at any time hereafter be or become bound to perform in favour of the *company*.

40. The *company* shall be exempt from and shall not be liable under any circumstances for:
- 40.1. any indirect or consequential damages of any nature or any loss of profit or other special damages of any nature which the *customer* may suffer as a result of any breach by the *company*, its servants agents or subcontractors, of any of their obligations under this agreement;
 - 40.2. any loss of or damage to any *goods* from any cause whatsoever or for non-delivery or mis-delivery of *goods*, whether as a result of negligence on the part of the *company*, its servants, agents, or any other third party or otherwise and whether that loss or damage occurred while the *goods* were in the actual custody of the *company* or under its control;
 - 40.3. insofar as any of the obligations to be carried out by the *company* in terms of this contract are carried out by any of its servants, agents or subcontractors, the provisions of clauses 40.1 and 40.2 are stipulated for their benefit as well as that of the *company* and they shall be exempted accordingly;
 - 40.4. The *company* shall not be liable to the *customer* for any claim of any nature whatever made by the *customer* unless the claim is made in writing within ninety (90) days after the date that the claim arose.
41. Subject to and without in any way limiting the exclusions in clause 40 or the liability of the *company* to the *customer* for any loss or damages sustained by the *customer* from any cause whatever, including any losses or damages arising out of the *company's* negligence or that of its servants, agents or subcontractors, shall in any event be limited to either :
- 41.1.1. R50,00 (Fifty Rand) per consignment for any inward and outward consignments received or to be forwarded by the *company* by airfreight;
 - 41.1.2. R100,00 (One Hundred Rand) per 1000 (one thousand) kilograms for any inward and outward consignments received or to be forwarded by the *company* by sea freight or other surface carriage, excluding parcel post;
 - 41.1.3. R25,00 (Twenty-five Rand) per consignment for any inward and outward parcel post consignments, or the value of the *goods* specified in writing by the *customer* to the *company* when the *goods* were first handed to the *company*, its servants, agents, or anyone acting on its behalf; or
 - 41.2. the value of the *goods* specified by the *customer* in writing when instructing the *company* or the value declared by the *customer* for any insurance , customs or carriage purposes whichever is the lower.
42. Where, as a result of any act or omission by the *company*, duty, VAT, railage, wharfage, freight, cartage, or any other impost or charge has been paid or levied, which should not have been paid or levied, or has been paid or levied in an incorrect amount, then any responsibility or liability to the *customer* which the *company* might otherwise bear will cease and fall away if the *customer* does not:
- 42.1. within thirty (30) days advise the *company* that an incorrect amount has been paid or levied; and
 - 42.2. do all such acts as are necessary to enable the *company* to effect recovery of the amount overpaid having regard to the conditions required for such recovery.
 - 42.3. Provided that the *customer* is aware of the actual amount paid or levied, the fact that he may not be aware that such an amount is incorrect shall not constitute a circumstance to be taken into account in calculating what is a reasonable time, nor shall such ignorance excuse any act or omission which may prejudice the *company's* right to recovery.
43. The *company* shall not be liable under any circumstances for any loss, damage or expense arising from or in any way connected with the inaccurate recording by the *company*, its servants, agents or subcontractors, of any marks, weights, measurements, numbers, brands, contents, quality or description of any *goods*.
44. In addition to and without prejudice to the foregoing conditions, the *customer* shall be deemed to have indemnified the *company* against all liabilities whatsoever or incurred by the *company* arising directly or indirectly from or in connection with the *customer's* instructions or their implementation in relation to the *goods* and in particular in respect of any liability whatsoever it may be under to:
- 44.1. any servant, agent or sub-contractor or any haulier, carrier, warehouseman, or other person whatsoever at any time involved with the *goods* arising out of any claim made directly or

- indirectly against any party by the *customer* or by any consignor, consignee or owner of the *goods* or by any person interested in the *goods* or by any other person whatsoever; or
- 44.2. any owner or consignee of the *goods* who is not the *customer* of the *company* where the *company* performs the service of a consolidation or of a de-consolidation agent, or any other service; or
- 44.3. any carrier of the *goods* if the *company* is the consignor or consignee of the *goods*.
45. Breach
- 45.1. The *company* may cancel the contract or any uncompleted part of it if the *customer*:
- 45.1.1. commits a breach of any of the terms and conditions of the contract; or
- 45.1.2. being an individual, dies or is provisionally or finally sequestered or surrenders his estate; or
- 45.1.3. being a partnership, the partnership is terminated; or
- 45.1.4. being a *company*, is placed under a provisional or final order of liquidation or judicial management; or
- 45.1.5. compromises or attempts to compromise generally with the *customer's* creditors.
- 45.2. The *company's* right in terms of clause 45.1 shall not be exhaustive and shall be in addition to its other rights under the agreement or otherwise.
- 45.3. No relaxation which the *company* may permit on any one occasion in regard to any of the *customer's* obligations shall prejudice or be regarded as a waiver of the *company's* rights to enforce those obligations on any subsequent occasion.
- 45.4. Upon termination of the contract for any reason whatever:
- 45.4.1. all amounts then owed by the *customer* to the *company* under the contract shall become due and payable forthwith;
- 45.4.2. the *company* may retain any *goods* belonging to the *customer* which are in the *company's* possession.
46. The validity of the contract, its interpretation, the respective rights and obligations of the parties and all other matters arising in any way out of it or its performance or expiration or earlier termination for any reason, shall be determined in accordance with the laws of the Republic of South Africa.
47. Jurisdiction
- 47.1. If the *customer* is a resident of or carries on business in the Republic of South Africa then the *company* shall be entitled to institute any proceedings against the *customer*, arising out of the contract, in any Magistrate's Court having jurisdiction over the *customer* even if the cause of action in question exceeds the jurisdiction of the court.
- 47.2. If the *customer* is a resident of or carries on business in Botswana, Swaziland, Lesotho or any state which formed part of the Republic of South Africa on 1 October 1976 and has since been granted sovereign status by the Republic of South Africa, then the *company* shall be entitled to institute any proceedings against the *customer*, arising out of the contract, in any subordinate court of the first class having jurisdiction over the *customer* even if the cause of action in question exceeds the jurisdiction of the court.
- 47.3. If the *customer* is not a resident of and does not carry on business in Botswana, Swaziland, Lesotho or any state which formed part of the Republic of South Africa on 1 October 1976 and has since been granted sovereign status by the Republic of South Africa, then the *customer* consents and submits to the jurisdiction of the Witwatersrand Local Division of the Supreme Court of South Africa, and all Courts of Appeal therefrom for all purposes arising out of the contract.
48. Any promissory note, bill of exchange, or other negotiable instrument received by the *company* from the *customer* shall not be a novation of the debt for which it is given and the *customer* waives presentment, notice of dishonour and protest where applicable.
49. The *customer* shall not have any claim of any nature whatever against the *company* for any failure by the *company* to carry out any of its obligations under the contract as a result of vis major, including but without being limited to any strike, lock-out, delays in transport, accidents of any kind, any default or delay by any subcontractor of the *company*, riot, political or civil disturbances, the elements, any act of any state or government or any other authority or any cause whatever beyond the *company's* control.