

STANDARD TRADING CONDITIONS

The following Standard Trading Conditions for GAP INDUSTRIES (PTY) Ltd t/a FREIGHT SOLUTIONS (CREDITOR/CARRIER) must at all times be read in conjunction with our supporting documents, which are material hereto, namely:-

1. **Application for Incidental Credit.**
2. **Current/Ad Hoc quotation relative to each and every transaction, pursuant to this agreement.**
3. **Deed of Suretyship.**
4. **All or any information which may be revised from time to time by amending and resigning documentation as requested by the CREDITOR/CARRIER.**

1. GENERAL:

In this document:

- 1.1 The signatories on behalf of the parties warrant their authority to sign.
- 1.2 The client unconditionally accepts all the conditions herein by allowing **GAP Industries (PTY) Ltd t/a Freight Solutions** to carry the client's consignment, regardless of what the Client's load confirmation may imply or attempt to vary or over-ride these conditions that are expressly agreed to.

2. BACKGROUND:

- 2.1 The CLIENT, (statement client responsible for payment), appoints the CARRIER (**GAP Industries (PTY) Ltd t/a Freight Solutions**) to carry the CARGO from one nominated person/entity (CUSTOMER) to another, specified in writing to the CARRIER.
- 2.2 The CARRIER is appointed to perform the carriage as an **Independent Contractor**, and not as an agent of the CLIENT.

3. PAYMENT TERMS AND GRANTING OF CREDIT:

- 3.1 As provided for in Application for Incidental Credit, which is deemed to be incorporated herein, mutatis mutandis.

As compensation for the services rendered by the CARRIER, in terms of this agreement, the CLIENT shall pay to the CARRIER an amount according to the quotation supplied or alternatively, at GAP's usual or customary pricing and costing.

The CARRIER shall submit monthly statements in respect of the CARRIAGE, for services rendered during the preceding month. All invoices shall be accompanied by such supporting documentation in respect of the CARRIAGE, as agreed between the CARRIER and the CLIENT to prove delivery.

- 3.2 Subject to what is stated above, all goods, and documents relating to the goods, which come into the possession or under the control of the CARRIER, shall be subject to a special and a **general lien** and pledge for monies due to the CARRIER in respect of services and/or disbursements relating to such goods, and for any other indebtedness to the CARRIER from whatever cause by the CLIENT (including **storage charges**), sender, owner or consignee of the goods. If such indebtedness is not paid in full by the debtor within fourteen (14) days of receipt of notice from the CARRIER that it intends disposing of the goods, the CARRIER may realize the goods either by public auction or private treaty at its entire discretion and apply the proceeds towards the debtor's indebtedness. □

4. RATE:

- 4.1 The TRANSPORT FEE shall be determined from the quoted price of the carrier from time to time.
 - a. The CARRIER may at the request of the CLIENT, provide ad hoc pricing for specific orders (AD HOC FEE).
 - b. The AD HOC FEE shall be specific to the CARRIAGE for which it has been quoted and shall in no other respects amend the standard TRANSPORT FEE quoted.

- 4.2 The TRANSPORT FEE is the sum total of the BASE PRICE plus the FUEL SURCHARGE that varies according to fuel increase/decrease index' calculation. In addition to the quoted TRANSPORT FEE, a documentation fee, insurance and other fees will be levied as specified on every waybill used by the CARRIER.
- 4.3 The conditions on the CARRIER'S quotations and distribution lists, as updated and altered from time to time, is an integral part of this agreement.
- 4.4 All quotes by the CARRIER are based on a 'one-stop'/'one-stop' per waybill basis, i.e. one pick-up and one delivery address. Any additional stops, as may be agreed between the parties, will be subjected to an additional charge per stop.
- 4.5 CARGO is transported on an actual weight or volumetric mass basis, whichever is the greater. Volumetric mass calculated L x B x H divided by 4000. Goods may be weighed and/or measured by the CARRIER. The measurements and weight of the CARRIER will be applicable and final once communicated and accepted in writing by the CLIENTS representative.
- 4.6 If CARGO is dispatched for account of the RECEIVER/CUSTOMER and are not accepted on such a basis, CARGO will be returned to sender and all charges, (including return trip charges), will revert back to the CLIENT.
- 4.7 The CARRIER reserves the right to increase its FEES as market conditions dictate as and when necessary.

5. LIABILITY FOR DAMAGE, INSURANCE & FINES & THE HAZCHEM CHARGE:

- 5.1 Save for any **gross** negligent acts or omissions whilst rendering the TRANSPORT, the CARRIER or **its agents** shall not be liable for any loss of or damage to the CARGO for any reason whatsoever, be it direct, indirect or consequential, arising out of any act or omission on the part of the CARRIER or **its agents**. However, insurance cover is provided as stated in clause 5.2. Carrier's liability as per Common Law rules of Bailee and Sub-Bailee are expressly excluded.
- 5.2 The CARRIER, as part of the TRANSPORT FEE, shall maintain goods in transit insurance cover of no more than R1,250,000.00 (ONE MILLION TWO HUNDRED AND FIFTY THOUSAND RAND) VAT inclusive per single CARRIAGE incident (the TRIP INSURANCE), and then only to the extent that any loss the CLIENT may suffer shall be recoverable at 'cost price' in terms of such TRIP INSURANCE. Proof of cost price is required by the insurance company. Additional insurance, exceeding R1,250,000.00 is at the CLIENT's peril.
- 5.3 The TRIP INSURANCE shall be per mixed load per truck apportioned pro-rata over all the customers pertaining to a specific load and relates to the "Cost Price" value of each CLIENT'S CARGO.
- 5.4 The CARRIER is fully compliant to transport hazardous chemicals and materials. This service will carry automatically an **additional surcharge of 15% of the 'Transport' Fee**. The Transport Fee being the Base **Price plus the Fuel Surcharge** amount.
- 5.5 It shall be incumbent upon the CLIENT to inquire from the CARRIER to what extent the CLIENT shall be insured by the TRIP INSURANCE, as also to personally insure its CARGO should the value of such CARGO exceed its pro rata portion of or the whole TRIP INSURANCE, whatever the case might be.
- 5.6 The CLIENT shall be entitled to request, in writing, that insurance be obtained in respect of the CARGO as specified above to be carried by the CARRIER. The CLIENT shall be responsible for any premiums in relation to such additional INSURANCE.
- a. The INSURANCE and TRIP INSURANCE taken shall be subject to the exceptions and conditions of the policies of the policies of the insurance company or underwriters accepting the risk.
 - b. The CARRIER shall not be under any obligation to effect separate INSURANCE cover in respect of each consignment of CARGO, but may declare it on any open or general policy.
 - c. A copy of the policy of INSURANCE and TRIP INSURANCE shall be available for inspection by the CLIENT to familiarise itself with the terms thereof, as also any exceptions which may be relevant.
- 5.7 Should the insurers or Underwriters dispute their liability for any reason under the INSURANCE or TRIP INSURANCE, the CLIENT shall have recourse against the insurers or Underwriters only and the CARRIER shall not be under any responsibility or liability in relation thereto.
- 5.8 When full trailers (6 meters = 10 tons) or (12 meters = 22 tons) are ordered and loaded by CLIENT, all overloading fines by the traffic authorities in relation to such cargo will be for the account of the CLIENT.
- 5.9 The CARRIER does not take any responsibility or liability in any respect for loading weight which is represented inaccurately on documents furnished by the CLIENT to the CARRIER, and/or the overloading of any of the CARRIER'S vehicles as a result.

- 5.10 **Basis of settlement on Shipping Containers (inclusive of Reefer Containers):** The original replacement value depreciated at a rate of 5% (five percent) per annum from the date of manufacture, subject to a minimum residual value of not less than 50% (fifty percent) of the original replacement value.
- 5.11 **Insurance Condition:** Exported and/or Imported Goods without a Pre-Survey Requirement in respect of Second-hand, Refurbished, Reconditioned and/or Returned interests and/or interests which have undergone a previous voyage or transit and for which Shipment Survey cover in terms of this policy is for the continuation of such voyage or transit:- Loss or damage resulting from Fire, Collision and/or Overturning of the conveying vehicle, including theft following and risk of hijack. The above conditions are applicable where the Insurers have been provided with an independent pre-shipment survey report at the Assured's expense and accepted by the Insurers prior to loss, accident or attachment of risk.
- 5.12 **Liability** for loss of or damage to the actual container resulting from an accident will only apply in the event where CARRIER is legally liable for loss or damage to the shipping container.

6. **OBLIGATIONS OF THE CLIENT:**

- 6.1 **In respect of all CARGO to be delivered by the CARRIER, the CLIENT shall ensure that:**
- a. the CARGO is suitably packed and ready for loading at the times, dates and places specified in the CLIENT'S faxed/emailed notices to the CARRIER.
 - b. all intended recipients/the consignee of the CARGO are available to receive the CARGO in accordance with the provisions specified in the notices supplied to the CARRIER by the CLIENT in the faxed/email notice referred to in 6.1.(a) above.
- 6.2 **It shall be the CLIENT's responsibility to ensure that:**
- a. the CARGO is packed suitably and adequately to handle the demand of bulk CARRIAGE by way of heavy duty truck by road.
 - b. such packaging is suitable to contain the CARGO to be moved by way of heavy duty truck by road.
 - c. such packaging adequately reflects standardized handling requirements for the CARGO in question.
- 6.3 **The CLIENT shall ensure that in the case of any claim or credit request against the CARRIER:**
- a. Any shortages or damages will be noted on the 'Proof of Delivery' on date of receipt and signed by the CLIENT and CARRIER.
 - b. In respect of damages or shortages a full written report, including all relevant documentation, has to be submitted as proof and in possession of the CARRIER, within 14 days of receipt of goods. This is a requirement of the INSURER and no late claims can thus be accepted.
 - c. The CLIENT is not entitled to apply set-off or to withhold monies due to the CARRIER where a claim is lodged, as it is a separate matter that is subject to the acceptance of the INSURER who carries the risk as stated in clause 5.2.
 - d. In respect of possible pricing errors on an invoice, a written credit request has to be submitted to the CARRIER within 21 days from the CARRIER's date of statement. No late applications will be entertained.
- 6.4 Should the CARRIER entertain any claim for damaged goods, all damaged goods will be regarded as the property of the CARRIER, and the CLIENT will make the damaged goods forthwith available to the CARRIER to inspect. If immediate inspection is denied, it is expressly agreed that there will be no claim. The CARRIER will require a VAT invoice from the CLIENT at the cost price of the goods and no set-off against the debtors' account will apply.
- 6.5 The CLIENT will advise the CARRIER in writing within 14 days should there be any change in ownership or control, bank account particulars, addresses or telephone numbers of the CLIENT.

7. **OBLIGATIONS OF THE CARRIER:**

- 7.1 The CARRIER shall be obliged to ensure that, at all relevant times;
- a. All vehicles utilized by the CARRIER for purposes of providing CARRIAGE are properly licensed;
 - b. All vehicles utilized by the CARRIER will be in a roadworthy condition;
 - c. All drivers used by the CARRIER in relation to the CARRIAGE are in possession of a valid and appropriate driver's license, which shall not be subject to any suspension;

- d. To prove that any of their drivers are in possession of a valid and original emergency transport card in regard to the transport of dangerous goods as per the National Road Traffic Act;
 - e. All containers, and their respective seals, carried by the CARRIER shall be deemed to be received in good condition and undamaged unless the customer is notified otherwise prior to loading of the container of any particular damage or discrepancy.
- 7.2 The CARRIER shall not be liable to the CLIENT in respect of any damages the CLIENT may suffer as a result of a delay beyond the control of the CARRIER to load or deliver CARGO.
- 7.3 The CARRIER shall not be liable to the CLIENT for goods gone missing where it was packed, wrapped, sealed or enclosed in such a way that positive counting or identification was not possible, and the fact that the CARRIER signed for the receipt of goods in good faith, does not wave our express right to this clause. Neither the CARRIER nor the INSURER will entertain unsubstantiated, dubious or fraudulent claims.

8. INDEMNITY:

- 8.1 Save for gross negligence on part of the CARRIER, the CLIENT indemnifies the CARRIER against any claim that any party may have against the CARRIER arising out of the provision of CARRIAGE in terms of this agreement.
- 8.2 The CLIENT indemnifies the CARRIER against any claims that may be lodged by a 3rd party that may have a contractual agreement with the CARRIER, which we are not aware of and are not party to this agreement.
- a. The CLIENT warrants that all CARGO conveyed by the CARRIER shall be legal.
 - b. If it be found that any CARGO being carried contravenes any law, the CARRIER shall not be a party to or regarded as an accomplice to such contravention.
- 8.3 This agreement shall not be construed as imposing a liability on the CARRIER for any loss, damage or personal injury, whether occasioned to any third party or to any CARGO or agent of the CLIENT arising out of any act or remission of the CLIENT, its servants or agents.

9. SETTLEMENT OF DISPUTE:

It is herewith agreed between the CLIENT and the CARRIER that should a dispute or claim against the CARRIER arise;

- a. The amount involved in the dispute, nor any other amount, will under no condition be subtracted or withheld in any way by the CLIENT from the amount owing to the CARRIER or for transport service charges and/or storage.

10. FORCE MAJEUR:

The CARRIER shall not be liable for any failure to perform its obligations under this agreement where such performance has been delayed, hindered or prevented by any circumstance beyond the control of that party, including but not limited to Acts of God, strikes, lock outs, trade disputes, fire, government directions and/or war, or civil disturbances.

11. POPIACT:

The CARRIER shall comply and ensure that all information received and provided herewith to protect and safeguard personal information against unlawful collection, retention, dissemination and usage to protect, respect, promote and fulfil individual privacy and rights as enshrined in the Bill of Rights of the constitution of the Republic of South Africa, 1996, and in terms of the provision of The Protection of Personal Information (POPI) Act. The CLIENT consents that the CARRIER may use any information obtained to use if necessary for the collection of any debt.

12. **OWNER'S RISK:**

All handling, packaging, loading and unloading, warehousing and transporting of goods by or on behalf of or at the request of the company are effected at the sole risk of the customer and/or the owner, and the customer indemnities the company accordingly.

I/we herewith declare that I am/we are authorized to apply for Incidental Credit and to sign this contract on behalf of the said business or company, incorporating the Standard Trading Conditions.

1. SIGNATURE: _____	2. SIGNATURE: _____
FULL NAME: _____	FULL NAME: _____
ID NUMBER: _____	ID NUMBER: _____
TITLE: _____	TITLE: _____
CELL NO: _____	CELL NO: _____

SIGNED AND DATED AT _____ THIS _____ DAY OF _____ 20_____

13. **DEED OF SURETYSHIP:**

To be completed by Sole Proprietors, when same in necessary in the sole and absolute discretion of the Creditor/Carrier, Partnerships, Closed Corporations, Companies and Trusts,

Initial Here:

The signatory/signatories thereto binds themselves jointly and severally, as **Surety/Sureties and Co-Principal Debtors, in Solidum**, with (insert name of Principal Debtor/Customer/Client), with the Principal Debtor/Customer, to the Creditor/Carrier for the due performance by the Principal Debtor/Customer for all of its obligations to the Creditor/Carrier, such signatory/signatories hereby **renouncing the benefits of Excussion and Division**, for any amounts which may **now** be due, or be due in the **future** to the Creditor/Carrier by the Principal Debtor/Customer. Any indulgences which the Creditor/Carrier may grant to the Principal Debtor/Client, shall not affect in any way or prejudice the Creditor/Carrier with regard to the terms and legality of this Suretyship for any or all outstanding monies.

2. SIGNATURE: _____	2. SIGNATURE: _____
FULL NAME: _____	FULL NAME: _____
ID NUMBER: _____	ID NUMBER: _____
TITLE: _____	TITLE: _____
CELL NO: _____	CELL NO: _____
DATE: _____	DATE: _____

PHYSICAL ADDRESS (Domicilium citandi et executanti): PHYSICAL ADDRESS (Domicilium citandi et executanti):

_____	_____
_____	_____
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