

STANDARD TRADING TERMS AND CONDITIONS

The following apply to any business undertaken by Kumara Freight CC

- 1.1 The forwarding company is hereafter referred to as "The Company"
 - 1.2 "Customer" shall mean any person or persons at whose request or on whose behalf the Company undertakes any business, advise, information or service.
 - 1.3 "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, pallet, package or other covering not supplied by or on behalf of the Company.
 - 1.4 "Signatory" shall mean the person or persons signing as the customer or on behalf of a company, partnership or association of any kind whatsoever.
 - 2 The Company is not a common or public carrier. As carriage is Merely incidental to it's clearing and forwarding operations it may refuse to accept for carriage any goods or class of goods within the company's sole discretion.
 - 3 All goods accepted by the Company are dealt with subject to the conditions stipulated by carriers, warehousemen, Government Departments and all other parties into whose possession or custody the goods may pass or subject to whose authority they at any time may be.
 - 4 All and any business undertaken, including any advice, information or service provided whether gratuitously or not by the Company is and shall be subject to the conditions hereafter 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.
 - 5 No agent or employee of the Company has the Company's authority to alter or vary these conditions either by oral or written undertaking or promise given before or after receipt of these conditions, nor shall any act or omission of the Company be construed as a variation or waiver of any of these conditions. **The conditions set forth herein shall prevail and be of full force and effect unless specifically varied by the Supplier in writing.**
 - 6 Quotations where given shall be on the basis of immediate acceptance and shall be subject to withdrawal or revision by the Company, further unless otherwise agreed in writing the Company shall not withstanding acceptance be at liberty to revise quotations or charges with or without notice, in the event of changes occurring in currency exchange rates, rates of freight, surcharges, insurance premiums, equipment rental rates, labour rates or any other charges applicable to the handling of goods.
 - 7 If any legislation is compulsorily applicable to any business undertaken these conditions shall as regards such business be read as subject to such legislation and nothing in these conditions shall be construed as a waiver or surrender by the Company of any of it's rights or immunities or as an increase of any of it's responsibilities or liabilities under such legislation and if any part of these conditions be contrary to such legislation to any extent such part shall as regards such business be void to the extent but no further.
 - 8.1 Every customer engaging the Company to undertake any business or provide any service 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 on behalf of:
 - 12 The senders, owners, consignees and their agents, if any, shall be liable for any duty, tax 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 therewith.
 - 13 It shall not be obligatory on the Company to effect or arrange for insurance on any goods being handled or stored by it except upon express instructions given in writing by the customer and all insurances effected by the Company are subject to the usual terms and conditions of the policies of the insurance company or underwriters taking the risk. The Company shall not be under any obligation to effect a separate insurance on each consignment but may at its sole discretion, declare it on any open or general policy. Should the insurers dispute their liability for any reason the insured shall have recourse against the insurers only and the Company shall not be under any responsibility or liability in relation thereto, not withstanding that the premium upon the policy may not be at the same rate as that charged by the Company or paid to the Company by its customers.
 - 14 In all cases where there is a choice of tariff rates or premiums offered by carriers, warehousemen, underwriters or others, depending upon the value declared or the extent of the liability assumed by the carrier, warehousemen, underwriters or other person, it shall be in the entire discretion of the Company as to what declaration, shall be made, what liability if any shall be imposed on the carrier, warehousemen, underwriter or other person, unless express instructions in writing are timeously given by the customer.
- 15.1 THE COMPANY SHALL NOT IN ANY CIRCUMSTANCES BE LIABLE FOR ANY LOSS OR DAMAGE TO GOODS HOWSOEVER ARISING OR FOR NON-DELIVERY OR MIS-DELIVERY WHETHER ON GROUNDS OF BREACH OF CONTRACT OR NEGLIGENCE, UNLESS IT IS PROVED THAT THE LOSS, DAMAGE, NON-DELIVERY OR MIS-DELIVERY OCCURRED WHILST THE GOODS WERE IN THE ACTUAL CUSTODY OF THE COMPANY AND UNDER ITS ACTUAL CONTROL AND SUCH DAMAGE IS ATTRIBUTABLE TO THE GROSS NEGLIGENCE OR AN INTENTIONAL WRONGFUL ACT ON THE PART OF THE COMPANY/SUPPLIER.**
- 15.2 Subject to the terms of clause 15.1 above the Company shall be under no liability whatsoever whether on grounds of breach of contract or negligence, in respect of any type of loss or damage however arising, and whether in respect of or in connection with any goods or any instructions, business advice, information, services or otherwise, unless it is proved that the loss or damage was caused by the willful act or intentional default of the Company or its own servants.**
- 15.3 Notwithstanding anything hereinbefore contained the Company shall not, in any circumstances be liable for damages arising from loss of market, or attributable to delay in forwarding or in transit, or failure to carry out the instructions given to it, or by any other consequential loss, however caused.
 - 15.4 In no case shall the liability of the Company exceed the value of the goods or the value declared by the customer for insurance, customs or carriage purposes, or the following respective amounts, whichever figure is the least.
 - 15.4.1 Inward and outward consignments received or to be forwarded by airfreight – R50-00
 - 15.4.2 Inward and outward consignments received or to be forwarded by sea freight or other surface carriage excluding parcel post – R 100-00 per short ton.
 - 15.4.3 If it is desired that the liability of the Company should not be governed by these limits, written notice thereof must be given to the Company before any goods or documents are entrusted to the Company, together with a statement of the value of the goods. Upon receipt of

8.1.1 every person then owning or otherwise interested in any goods the subject of the transaction undertaken and

8.1.2 every person acquiring ownership of or any other interest in any such goods subsequent to the engagement of the company and prior to the completion of the transaction undertaken.

8.2 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 authorized agent and on behalf of the persons referred to in 8.1.1 and 8.1.2 above.

9 The Company is entitled to retain and be paid all brokerages, commissions, allowances and other remunerations customarily received by or paid to shipping and forwarding agents and insurance brokers and shall be obliged to discuss or account to its customers or principals for any such remuneration received by it from third parties.

10 The senders, owners and consignees of any goods, and their agents, if any, 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, carriage and other purposes, and shall be deemed to have indemnified the Company against all losses, damages, expenses and fines arising from any inaccuracy or omission, even if any such inaccuracy or omission is due to any negligence.

11 THE COMPANY SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY LOSS, DAMAGE OR EXPENSE ARISING FROM OR IN ANY WAY CONNECTED WITH MARKS, WEIGHTS, NUMBERS, BRANDS, CONTENTS, QUALITY OR DESCRIPTION OF ANY GOODS.

such third party's charges, but the Company, if suitably indemnified against such costs, take such action against the third party on its customer's behalf as its customer may direct. If the third party is not disclosed to the customer, then such third party shall, for the purposes of the Company's responsibility to its customer, be deemed to be a servant of the Company.

17 THE COMPANY SHALL NOT ACCEPT LIABILITY FOR THE HANDLING OF ANY BULLION, COINS, PRECIOUS STONES, JEWELRY, VALUABLES, ANTIQUES, PICTURES, BANK NOTES, SECURITIES AND OTHER VALUABLE DOCUMENTS OR ARTICLES, LIVESTOCK OR PLANTS UNLESS SPECIAL ARRANGEMENTS HAVE PREVIOUSLY BEEN MADE IN WRITING. SHOULD ANY CUSTOMER NONETHELESS 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 ITS AWARE OF THE NATURE OF THE GOODS, SHALL BEAR NO LIABILITY WHATSOEVER, FOR OR IN CONNECTION WITH ANY LOSS OR DAMAGE TO THE GOODS.

such notice the Company may agree to its liability being increased to a maximum amount equivalent to the amount stated in the notice, in which case it shall be entitled to effect special insurance to cover its maximum liability and the party giving notice shall be deemed by so doing to have agreed and undertaken to pay the Company the amount of the premium payable by the Company for such insurance.

16 The Company shall be entitled, in the absence of express instructions to the contrary, to employ independent third parties to perform all or any of the functions required by the Company. Where such third parties are disclosed to the customer, the Company shall have no responsibility or liability to its customers for any omission of such third party, even though the Company may be responsible for the payments of

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24 Notwithstanding any prior dealing between the Company and the customer, 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 actually received by the Company.

25 The Company shall be under no obligation to make any declaration to, or seek any special protection or cover from, the South African Transport Services in respect of any goods falling within the definition by the body.

25.1 of dangerous or hazardous goods, or

25.2 of goods liable to be stored in the open unless written instruction to that effect is given to the Company.

26 The Company shall have no obligation to take any action in respect of any goods which may be recognizable as belonging to the 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 its customer of the existence or whereabouts of the goods or to examine them or to take any other steps for the identification, protection or preservation of any claim by their customer or any other party against the carrier, insurer or any third party.

27 Where it is necessary for an examination to be held or other action to be taken by the Company in respect of goods being cleared by it which are landed from any vessel in a discrepant condition, no responsibility

- 18 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 and/or sealed.
- 19.1 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 same if they are not paid by such consignee or person immediately when due.
- 19.2 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.
- 20 Perishable goods which are not taken immediately upon arrival, or which are insufficiently addressed or marked or otherwise unidentifiable, may be sold or otherwise disposed of without any notice to the senders, owners or consignees of the goods and payment or tender of the net proceeds of any sale after deduction of charges shall be equivalent to delivery.
- 21 Non-perishable goods which cannot be delivered either because they are insufficiently or incorrectly addressed or because they are not collected or accepted by the consignee may be sold or returned at Company's option at any time after the expiration of 21 (twenty one) days from a notice in writing sent to the address which the sender gave the Company on delivery of the goods. The customer shall pay all charges and expenses arising in connection with the sale or return of the goods. A communication from any agent or correspondent of the Company to the effect that the goods cannot be delivered for any reason shall be conclusive evidence of the fact.
- 22.1 No goods, including radio active materials, which are or may become dangerous, or noxious or by their nature are or may become liable to cause damage to any person, goods or property whatsoever, shall be tendered to the Company without its express consent in writing. The goods or the container, package or other covering in which the goods are to be tendered to the Company or its agent shall be prominently marked on the outside so as to indicate the nature and the character of the goods and so as to comply with any applicable laws, regulations or requirements of any authority or carrier.
- 22.2 If any such goods are tendered to the Company without its knowledge 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 destruction or disposal.
- 22.3 Notwithstanding the acceptance of the goods with its express consent, the Company may nevertheless for good reason, or upon any lawful instruction such as the 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 any other party and without prejudice to the Company's right to its charges or fees including the cost of destruction or disposal.
- 22.4 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 shall be deemed to have indemnified the Company against all loss or liability caused to the Company as a result of the tender of the goods to the Company
- 22.5 The expression 'goods liable to cause damage' shall include goods likely to harbour or encourage vermin or other pests.
- 22.6 The customer shall be responsible for compliance with all regulations relating to such goods as aforesaid in any
- shall
- attach to the Company for any failure to hold such examination or
- take
- such other action unless the Company has been timeously advised by relevant agent that such goods have been landed discrepant.
- 28 Where, as a result of any act or omission by the Company, duty, railage, wharfage, freight, cartage or any other charge has been paid or levied, which should not have been paid or levied, or has been paid or levied in any incorrect amount, then any responsibility or liability to its customer which the Company may otherwise bear will cease and fall away if the customer does not:
- 28.1 within a reasonable time, having regard to all the circumstances, and in particular to the time allowed for the recovery of from the payee of the amount overpaid, advise the Company that an incorrect amount has been paid or levied and,
- 28.2 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.
- 29 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 rates of duty, wharfage, freight, railage, 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 may have been effected in some other way had any act been performed at a different time.
- 30 The Company shall under no circumstances be precluded from raising a debit in respect of any fee or disbursement lawfully due to it, Notwithstanding the fact that a previous debit or debits (whether excluding or partially including the items now to be charged) had been raised and whether or not any notice was given that further debits were to follow.
- 31 Wherever it is necessary for the purposes of these conditions or any other purpose whatever, for instructions to be given to the Company, such instructions shall only be recognized by the Company as valid if timeously given in writing specially in relation to the matter in question. Standing or general instructions given late, even if received by the Company without comment, shall not be binding upon the Company.
- 32 Unless otherwise specifically agreed by the Company all sums shall be paid to the Company 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. All overdue payments shall bear interest at the maximum rate permissible by law.
- 33 All goods (and documents relating to goods) which come into the possession or under the control of the Company shall be subject to special and general lien and pledge for monies due to the Company in respect of services and/or disbursements relating to such goods, and for any other indebtedness to the Company from whatever cause by the sender, owner or consignee of the goods. If such indebtedness is not paid in full by the debtor within 14 (fourteen) days of receipt of notice from the Company that it intends disposing of the goods, the Company may realize the goods either by public auction or private treaty at its entire discretion and apply the proceeds towards the debtor's indebtedness.

country or territorial waters.
23 Pending forwarding and delivery, goods may be warehoused or otherwise held at any place or places at the sole discretion of the Company at the customer's risk and expense. The goods shall however be subject to the special and general lien of the Company for purposes of clause 33.

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34 In addition to and without prejudice to the foregoing conditions, the customer shall be deemed to have indemnified the Company against all liabilities whatsoever suffered or incurred by the Company arising directly or indirectly from or in connection to 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:

34.1 any servant, agent or sub contractor or any haulier, carrier, warehousemen, 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 the consignor, consignee or owner of the goods or by any person interested in the goods or by any other person whatsoever, or

34.2 any owner or consignee of the goods who is not the customer of the Company where the Company performs the service of a deconsolidation agent or any other service, or

34.3 any carrier of the goods if the Company is the consignor or consignee of the goods.

35 The customer shall be liable for all expenses incurred by the Company in exercising any rights against him in respect of any breach of his obligations hereunder, including all legal charges on the attorney and own client scale, attorney/collection charges and tracing fees.

The customer consents to the jurisdiction of the Magistrate's Court in respect of any legal proceedings against it. Notwithstanding the a foregoing, the Company shall in its opinion be entitled to proceed in the Supreme Court, in which case the Company shall be entitled to recover its costs on the Supreme Court scale, including costs on the scale as between attorney and own client.

36 The customer chooses domicilium citandi at exacutandi the address reflected on the front page hereof. The Company shall, however, have the option of addressing any notice to the customer at a new address furnished to it. A notice sent by registered post will be deemed to have been received by the customer on the third day after posting.

37 These conditions and all agreements made by the Company with its customers wherever shall be governed and constituted according to the laws of South Africa and shall be subject to the exclusive jurisdiction of South African Courts.

38 IN THE EVENT OF A SIGNATORY SIGNING ON BEHALF OF HIS COMPANY, PARTNERSHIP,

FIRM, OR ASSOCIATION OF ANY KIND WHATSOEVER, THEN SUCH PERSON BY HIS SIGNATURE ON BEHALF OF THE CUSTOMER ON THE CREDIT APPLICATION FORM, EXPRESSLY ALSO BINDS HIMSELF PERSONALLY AS SURETY AND CO-PRINCIPAL DEBTOR IN SODIUM WITH THE APPLICANT/CUSTOMER FOR ALL AND ANY AMOUNTS THAT ARE OR MAY BECOME DUE, OWING AND PAYABLE BY THE APPLICANT/ CUSTOMER TO THE COMPANY. IN THIS REGARD THE PERSON SO SIGNING, HEREBY EXPRESSLY RENOUNCES THE BENEFITS OF EXCUSSION AND DIVISION AND OF THE EXCEPTIONS WITH WHICH THE PERSON SIGNING ON BEHALF OF THE CUSTOMER ACKNOWLEDGES HIMSELF TO BE FULLY ACQUAINTED.

39 The signatory warrants that he has authority to contract with the Company in accordance hereof and the signatory hereby expressly indemnifies the Company and holds the Company harmless in respect of any and all claims which may be made against the Company by all or any persons whoever arising out of the Company's fulfilling its obligations in terms of this agreement.

40 Payments shall be made by the customer, free of exchange, to the Company at the Company's address as set out on the first page hereof, or at such other address as the Company may from time to time direct.

41 No act, omission, course of dealing, delay or indulgence by the Company in enforcing any of these conditions or any granting of time by the Company shall prejudice or effect the rights and remedies of the Company under these conditions and no such matter shall be deemed to

be any evidence of waiver of the Company's rights hereunder nor shall

any waiver of a breach by the customer of any one or more of these conditions operate as a waiver of subsequent breach thereof. The Company shall at all times and without notice be entitled to insist on strict

application of these conditions and on their strict enforcement on its customers.

We, the undersigned, agree that our dealings with Kumara Freight CC, any subsidiary or associated companies thereof shall be governed by and subject to the Company's Standard Trading Terms and Conditions, which have been fully understood and accepted.

Thus signed and accepted at on this theday of2007.

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Signature

Printed name