

EXTRACTS FROM STANDARD TRADING CONDITIONS

1. DEFINITIONS

Clause headings are for the reference only

- 1.1 "Company" means Campbells Cargo cc and shall include any business or firm controlled or owned by Campbells Cargo cc or agent appointed by it.
- 1.2 "Client" means the party contracting with "Company"
- 1.3 "Contract" means any contract of carriage entered into between the Company and the Client, and shall without limiting the generality of this term, include handling, conveyance, packing, storing, or safeguarding the Goods acquiring permits and the like, subject to the terms contained below.
- 1.4 "Goods" means the subject matter of the consignment entrusted to the Company, and shall include containers or other coverings or receptacles not supplied by the Company.
- 1.5 "Dangerous Goods" means any goods which in the opinion of the Company, are hazardous or likely to cause any injury damage or contamination whatsoever to persons or property, and includes all goods listed as dangerous or hazardous goods in the SA Port Operations Tariff Book.

2. QUOTES, CHARGES & PAYMENT TERMS

- 2.1 All Accounts must be settled in full within 30 days from the date of the statement, irrespective of the date of receipt thereof.
- 2.2 The Client, the owner of the goods, the consignor and consignee shall be jointly and severally responsible for the payment of the Company's charges and the Client shall be deemed to be acting on its own behalf and as their agent in concluding the contract of carriage.
- 2.3 The Company shall be entitled to unilaterally apply a general increase to its rates upon due notice being given to the client.
- 2.4 Quotes are given on the basis of immediate acceptance and are subject to revision of withdrawal prior to acceptance.
- 2.5 The payments of all duties, taxes or other charges or fines levied by any authority or third party is the responsibility of the Client, who shall have no claim against the Company by virtue of the fact that such amounts have been incurred or increased as a result of any act or omission, of the Company. Notwithstanding anything to the contrary contained herein, where a quotation includes such amounts it is understood that the Company shall be entitled to invoice the Client for the actual amount incurred, and shall be entitled to retain and be paid any commissions, or discounts obtained.
- 2.6 The Company shall not under any 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 partly excluding the items sought to be charged) has been raised, and regardless of whether or not any notice was given that further debits were to follow.
- 2.7 Interest will be charged on all overdue accounts at the maximum permissible rate at law.
- 2.8 Should an overdue account be handed over to attorneys for collection, the Client shall be liable to the Company for all attorneys' charges on the attorney-client scale, including collection commission.
- 2.9 If credit facilities are cancelled all amounts then owing shall become immediately due and payable.

3. PACKAGING, DESCRIPTION AND MARKING OF GOODS

- 3.1 The Client shall ensure that all waybills are properly completed in every respect and that the Company is furnished with all information reasonably necessary for it to perform the Client's instructions.
- 3.2 The Client warrants the accuracy of all descriptions, values and other particulars furnished to the Company and indemnifies the Company against all claims, losses and fines howsoever arising from any inaccuracy or omission.
- 3.3 The Client is responsible for ensuring that the Goods are properly and sufficiently packed having due regard to the nature and fragility of the Goods, and indemnifies the Company against all consequences of insufficient packing.
- 3.4 Where goods are delivered to the Company in cartons, containers or other sealed receptacles the onus of proving that the goods were delivered and were in good order and condition shall rest on the Client.

4. LIMITATION OF LIABILITY & INDEMNITY

- 4.1 The Company shall not be liable to the Client for any claim, loss or damage whatsoever and howsoever arising including loss or damage attributable to the negligent or grossly negligent act(s) or omission(s) of the Company, its employees, agents or sub-contractors.
- 4.2 The Company will not be liable for any loss or damage which occurs whilst the goods are not in its actual custody and control
- 4.3 The Company will not in any circumstances be liable for loss or damage arising out of loss of market or attributable to delay howsoever arising.
- 4.4 No claim will be accepted unless the waybill is endorsed on receipt of the goods followed by written notice of the claim within 7 days. In all cases a claim number obtained from the Company will serve as a claims reference.
- 4.5 Should any claim nevertheless be found to lie against the Company, the Company's liability shall be limited to R500.00 per consignment or the value of the Goods, whichever is the lesser amount.
- 4.6 The Client indemnifies the company against any claims which may be made by third parties, against the Company, its employees, servants, agents or subcontractors howsoever arising, and including where the Client is not the consignor, consignee, owner of the Goods or party bearing risk in and to the Goods, claims by such persons.

5. FORCE MAJEURE

- 5.1 Notwithstanding anything to the contrary herein contained, the Company shall not be liable in anyway whatsoever in the event of it being prevented from or delayed in fulfilling its obligations in terms of the Contract by any cause beyond its reasonable control, which shall include but not be limited to acts of God, states of war (declared or not), terrorism, sabotage, floods, fire, civil commotions, riots, labour disturbances, changes in the law or statutory permissions affecting the services provided by the Company, embargoes or rations, delays en route and breakdown of vehicles or machinery.
- 5.2 The time period for delivery shall be extended by the period of such event and should any such event continue for a period of more than 20 days the Company shall be entitled to cancel the Contact forthwith on notice to the Client.

6. STORAGE, HANDLING AND TIME DELAYS

- 6.1 In the absence of express written agreement it shall be at the sole discretion of the Company to determine the manner and the time within which to perform any or all of its obligations in terms of the Contract, including which route to follow. Where the Customer decides the route to be followed, however, he does so entirely at his own risk, and indemnifies the Company against any loss or damage arising to the Goods, and any loss, damage liability or expense whatsoever incurred by the Company as a result.
- 6.2 The Company may in its sole discretion and for any reason, including delay in delivery of the Goods by the Company howsoever arising or delay or refusal by the consignee to accept delivery of the Goods, arrange for the Goods to be left upon the carrying vehicle, warehoused or otherwise held at any place.
- 6.3 The Goods are so held at the sole risk and expense of the Client, and subject to the provisions of clause 4 above.
- 6.4 The Client shall be responsible for charges raised in connection therewith, including storage, handling, demurrage, standing time, and futile trip charges.
- 6.5 The Client shall ensure that there are suitable loading and off-loading points, and shall supply sufficient labour and suitable equipment to load or off-load the vehicle.
- 6.6 Without prejudice to the Company's rights against third parties, the Client shall pay the Company damages for any loss of, damage to unreasonable detention of the Company's vehicles, equipment, or containers.

7. DANGEROUS GOODS

- 7.1 The Client shall obtain the Company's specific written consent in advance to accept into its possession any dangerous Goods.

- 7.2 The Client shall at its own expense, comply with any applicable laws, regulations or requirements of any authority of the Company with regard to the packaging, handling, storage, transportation or loading/off-loading of such Goods and shall ensure that the nature and characteristics of such Goods are clearly displayed on the outside packaging.
- 7.3 Such Goods may be for good reason, in the Company's sole discretion, and without prior notice to the Client be destroyed, disposed of, abandoned, rendered harmless or otherwise dealt with at the Client's sole risk and expense, without compensation and without prejudice to the Company's right to recover its charges.
- 7.4 The Client indemnifies the Company against all loss, damage or injury to persons or property, howsoever caused, including negligence, gross or otherwise, of the Company its servants or agents, which may arise in connection with the dangerous Goods.
8. SALE AND DISPOSAL OF GOODS
- 8.1 Without limiting or affecting other terms contained herein, the Goods (perishable or otherwise) may be sold or disposed of by the Company at the Client's sole risk and expense, if:
- 8.1.1 the Goods have begun to deteriorate or are likely to deteriorate;
 - 8.1.2 the Goods are insufficiently addressed or marked;
 - 8.1.3 the Goods have not been collected within 21 days of the date on which the Company tendered delivery
- 8.2 Payments to the Client of the net proceeds, if any, of such sale shall constitute due delivery of Goods in terms of any Contract.
9. ABNORMAL LOADS
- Any Contract to carry an abnormal load shall be subject to the condition that the Company obtains all the necessary permits and consents from the relevant authorities, and that such permits or consents are not subsequently withdrawn.
10. SUB-CONTRACTORS
- 10.1 The Company reserves the right to employ a sub-contractor to perform its obligations in terms of the Contract.
- 10.2 It is expressly agreed that the benefit of these trading conditions will extend to such sub-contractors and that all work performed by them shall be subjected to the terms and conditions thereof.
11. LIEN & PLEDGE
- 11.1 All Goods and documents relating to Goods, as well as all refunds or deposits in the Company's possession shall be subject to a special and general lien and pledge in favour of the Company for all amounts due to the Company.
- 11.2 If any monies due to the Company are not paid within 14 days after notice has been given to the Client that the Company will sell the Goods, the Company may sell the Goods by private treaty or public auction for any amount the Company deems appropriate, at the Company's sole discretion.
- 11.3 The proceeds of the sale will first be applied to defray the costs of the sale, and thereafter the amounts due to the Company. The balance shall be paid to the Client.
12. INSURANCE
- 12.1 If the Client desires the Company to arrange All Risks Insurance cover over the Goods on behalf of the Client and/or the owner of the Goods then it shall furnish the Company with written authorisation to do so, and statement of the value of the Goods.
- 12.2 The Contract of insurance shall be between the insurer and the owner of the Goods and/or the Client, and subject to the terms and conditions of the policy.
- 12.3 The costs of such insurance cover shall be for the account of the Client. Insurance rates are available on request and are set by the insurer.
- 12.4 The Company shall not under any obligation to effect separate insurance upon each and every consignment and may include such cover in an open or general policy.
13. BREACH & GENERAL
- 13.1 Should the Client commit a breach of any of the terms hereof, and fail to remedy such breach within 7 days of receipt of a written demand from the Company to do so, the Company shall be entitled to cancel the Contract forthwith and recover damages from the client.
- 13.2 All business undertaken by the Company, including advice, information, or services rendered by the Company, gratuitous or not, is subject to the terms and conditions contained herein.
- 13.3 No variation of these terms and conditions shall be of any force or effect unless reduced to writing and signed by the authorised representatives of the Company and the Client.
- 13.4 Any relaxation by the Company of any of these terms and conditions shall not constitute a novation, waiver or amendment thereof.
- 13.5 These terms and conditions and all business undertaken pursuant thereto, shall be subject to South African law and jurisdiction.
- 13.6 The Client hereby consents to the jurisdiction of any Magistrate's court having jurisdiction subject however to the Company's right to proceed in its discretion in any High Court having jurisdiction.
- 13.7 Should any provision in these terms and conditions be repugnant to any legislation for the common law, it shall be severed to that extent only and the remaining provisions will be enforceable.
- 13.8 Any notice, document, or payment sent to the Company by post shall only be deemed to be received where it is actually delivered to the Company by the postal authorities or placed in the Company's post office box. The onus of showing that a document was duly delivered shall rest on the Client, and mere proof of posting shall not constitute proof of deliver.