

TERMS AND CONDITIONS OF SALE

1. **In these conditions:**
 - 1.1 the "Seller/Contractor" means TRADEZONE 102 CC the creditor/supplier;
 - 1.2 the "Applicant/Customer" means the individual, firm, company or other legal persona with whom the Seller contracts.
 - 1.3 It is envisaged that the Applicant may have more than one account with the parties that are defined in this agreement in which instance this agreement will remain valid for each account.
 - 1.4 These terms and conditions override and supersede, all other verbal agreements and are without prejudice to any securities and/or guarantees which the Seller may hold. It does not however constitute a novation of any written agreement.
 - 1.5 No alteration or variation of these terms and conditions shall apply, unless expressly agreed to in writing and signed by an authorised representative of the Seller.
 - 1.6 Consignment means the goods whether in bulk or contained in one or more packages as described in each waybill issued by the Carrier for despatch on one load for the Customer from one address to another
 - 1.7 Contract means each contract of each carriage entered into between the Carrier and the Customer
2. **PRICES**

Prices are per unit, payable in South African currency, unless expressly otherwise stated and are at the Seller's official ruling price on the date of delivery or Seller's written quotation, as appropriate.
3. **PAYMENT**
 - a) All amounts due by the Applicant to the Seller from whatever cause arising shall be strictly payable by the Applicant within the credit terms afforded it by the Seller.
 - b) The Seller shall be entitled to charge interest from time to time on all overdue amounts provided that such a rate of interest shall not exceed the maximum as set forth in the Usury Act no 73 of 1968 as amended, or any other applicable legislation. Nothing herein contained shall however be interpreted as obliging the Seller to afford the Applicant any such indulgences to effect payment after due date.
 - c) In the event of any amount owing by the Applicant falling into arrears, the Seller shall have the right to appropriate any payment received, firstly toward interest, then costs and thereafter in reduction of the capital amount owing.
 - d) Should the Applicant default in paying his account or should any negotiable instrument furnished by the Applicant be dishonoured the Seller shall be entitled, but not compelled, to forthwith demand that the whole amount outstanding on the account shall immediately become due and payable notwithstanding the fact that a portion of the amount may not be due in accordance with the agreed terms of payment.
 - e) Any promissory note, bill of exchange or other negotiable instrument received by the Seller from the Applicant shall not constitute a novation of the debt for which it is given.
 - f) The Applicant agrees that in the event of any portion of an invoiced indebtedness being disputed, the Applicant will forthwith pay the undisputed portion of such indebtedness according to the agreed credit terms allowed by the Seller, failing which any discount permitted in respect of the invoiced indebtedness will be forfeited. It is further agreed that in the event of there being any or query relating to goods delivered, such defect or query shall be brought to the attention of the Seller in writing within 24 hours of the date stated on the delivery note.
4. **WITHDRAWAL OF FACILITIES**

It is agreed that any credit facilities granted by the Seller as a result of this application may be withdrawn or the terms thereof altered by the Seller, at its sole discretion and without notice to the Applicant.
5. **TERMS AND CONDITIONS OF ACCEPTANCE OF GOODS**
 - a) The Contractor reserves the right to refuse to accept any goods for carriage, or part of any consignment.
 - b) All the goods to be conveyed by the Contractor shall be accompanied by a waybill note, properly filled in by the Customer.
 - c) Where the Contractor or its agent or employee signs a consignment note as an acknowledgment of the goods referred to therein, this document will not constitute proof of the quality of goods received, or the nature, content, weight or value of such goods have been properly packed, marked or described.
 - d) Where the Contractor, its agent or employee signs a document, issued by or on behalf of the Customer, consignor or sender of the goods, which contains conditions of acceptance, delivery or of conveyance of such goods, contrary to the terms and conditions of this Agreement, such

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signature shall not constitute of such terms and conditions, and the terms and conditions herein contained, relating to the acceptance, delivery and conveyance of such goods shall prevail.

6. DANGEROUS GOODS

- a) The Customer warrants and undertakes that the consignment is fit to be carried in the ordinary course and does not include DANGEROUS GOODS
- b) If the Carrier ascertains that any goods in a Consignment are of a dangerous nature or become dangerous to any person/property, the Carrier shall be entitled to immediately and without notice to the customer, dispose of the goods or take any other reasonable steps deemed necessary and at the cost of the Consumer, in order to avert the danger

7. INSURANCE

- a) The Contractor's liability in respect of potential damage to goods and damages suffered as a result thereof is limited.
- b) The Contractor will only provide insurance for goods in transit against Fire Hi-jacking and Accidents. With the excess of the claim for the customer's account. A copy of the GIT Policy is available from the contractor on request.
- c) All Customers have the responsibility to safeguard Goods and or consignments before, during and after transportation of goods.
- d) If additional insurance is required by the Customer, the obligation is on the Customer to arrange such additional insurance timeously and such additional insurance will be for the Customer's account. The contractor can provide an additional service guarantee by means of Freight Guard Insurance which is levied on the weight of the consignment and limited to a claim amount of R5000.00 per consignment.

- e) The Contractor will not be held liable by the client and or any third party if such additional insurance was and or is not timeously arranged by the Customer.

8. PACKAGING

- a) It is the Customer's responsibility to insure that the goods are properly package for Freight transportation.
- b) The Contractor will not be held liable for any damages that may occur as a result of incorrect packaging by the Customer, whether the claim is from the Customer and or any third party

9. Trade Zone 102 CC, in its sole discretion may open, inspect, re-measure & re-weigh goods.

10. Adequate packaging and labelling is the sole responsibility of the customer.

11. If Trade Zone 102CC cannot complete any delivery due to any reason other than its own negligence, it will return the goods to the customer at the customer's expense

12. If the latter is not possible, it will notify the customer in writing to collect the goods within 7 (seven) days from the notice, failing which Trade Zone 102 CC may institute the necessary legal steps in order to sell the goods in order to recover damages/losses incurred

13. Condition upon delivery – the following will apply:

- a) The party to whom the goods are being delivered (the Consignee) will be required to check the goods and packaging for shortage and/or damage and/or loss on delivery, in the presence of Trade Zone 102CC;
- b) Any discrepancy must be noted on the delivery note and signed by Consignee and Trade Zone 102 CC representative
- c) If no such discrepancy is noted by the Consignee as aforesaid and a clean receipt is provided by the Consignee, the goods will be deemed to have been delivered in good order and condition as to condition and quantity and Trade Zone 102CC will not be liable for any discrepancy later discovered.
- d) A "Not Checked" or similar annotation (hand written or stamped) will not constitute a notation of a discrepancy, but will be deemed to constitute a clean receipt.

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14. Any claim by the customer must be lodged in writing with Trade Zone 102 CC within 10 (ten) days from completion of the delivery

15. **Third Parties**

Where the Contractor utilises the services of a third party in respect of the transportation of goods, the customer shall become liable and subject to the additional terms and conditions stipulated by any such third party, including any warehousemen into whose possession, control or custody the goods are placed and by any government authority in whose area of jurisdiction the goods are conveyed, provided, however, that only those conditions of carriage imposed by the third party which are not less favourable to the contractor than the conditions contained herein, shall apply to the carriage by the nominated third party.

16. **Sub- Contractors**

The Contractor reserves the right and shall be entitled at all times to employ sub-contractors and/or agents in the performance of the fulfilment of the Contract with the Customer. Notwithstanding the employment of sub-contractors and/or agents, the provisions of this Agreement shall nevertheless apply to the Contractor's sub-contractors and/or agents.

17. **Warehousing**

Pending forwarding and/or delivery by or on behalf of the Company, goods may be warehoused or otherwise held at any place as determined by the Company in its absolute discretion, at the customer's expense.

18. **Lien**

All goods and documents relating to goods including bills of Loading 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 monies due in respect of such goods or for other monies due to the Company from the customer, sender, owner, consignee, importer or the holder of the bill of lading or their agents, if any. If any monies due to the Company are not paid within 14 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 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 nett proceeds applied in or towards satisfaction of such indebtedness.