

Details of person responsible for paying this account

Mr/Mrs/Miss
Designation
Email

Name of Financial Manager	
Name of Accountant	

Procurement/Logistic Contacts

Head of Division
Mr/Mrs/Miss
Designation
Email

After Hours Operations Contacts

Mr/Mrs/Miss
Designation
Email

Do you have branches in other centres? If yes, please indicate which centres _____

TRADE REFERENCES

Name of supplier/Address	Average monthly purchases	Terms	Account No.	Telephone

FREIGHT COMPANY USED BEFORE FREIGHTWORX

Name	Nature of Business/Trade
City	Tel:

Annual Turnover: (Please Tick)	<R3 000 000.00	Gross Asset value R (NB: For purpose of the Consumer Credit Act)
	>R3 000 000.00	

FOR OFFICIAL USE ONLY

	Account No.	Terms/Days	Credit Limit
Exports/ Imports	<input type="text"/>	<input type="text"/>	<input type="text"/>

Approved: _____ Date: _____

Name & Title:

APPROVED CONDITIONS _____

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Terms and Conditions

The relationship between Freightworx and the Customer shall be governed by these terms and conditions.

1.1.1 Unless the context indicates a contrary intention, the following words and expressions bear the following meanings in this agreement;

- 1.1.1 "Consignee" means the person to whom a consignment is to be delivered by Freightworx.
- 1.1.2 "Consignment" means a parcel or batch of parcels to be collected, transported and delivered by Freightworx on a single occasion on the Customer's instructions and in respect of which a single waybill is completed.
- 1.1.3 "The Customer" means the customer whose particulars appear in the schedule.
- 1.1.4 "Dangerous goods" are that are commonly regarded as dangerous or hazardous goods in the logistic transport.
- 1.1.5 "Handle" means the collection, transport, storage and delivery of parcels and/pr consignments and includes any dealing with the parcel by Freightworx in the course of providing any service in respect thereof;
- 1.1.6 "Illegal substances" means any substance, matter, article, good or thing, the possession of which is unlawful or illegal or require a special license permit or authorization.
- 1.1.7 "Parcel" means a package of goods or documents to be collected, transported and delivered by Freightworx on the customer's instructions;
- 1.1.8 "Schedule" means the schedule of information to which this agreement is attached;
- 1.1.9 "Sender" means the person from whom a consignment parcel is to be collected by Freightworx;
- 1.1.1.0 "Service" means the collection, transportation and delivery of consignments by Freightworx on the Customer;s instructions;
- 1.1.1.1 "Freightworx" means Freightworx, Registration no. 1999/063986/23 and includes its employees, agents and subcontractors, where appropriate in the context;
- 1.1.1.2 "Tariff Schedule" means Freightworx's schedule of tariffs of fees, surcharges and other charges in respect of its various service offerings that is in force from time to time. The current tariff schedule is attached to this agreement and Freightworx will furnish the Customer with new tariff schedules from time to time, 30 days before it's implemented;
- 1.1.1.3 "Waybill" means Freightworx's waybill that accompanies consignments that are collected, transported and delivered by or on behalf of Freightworx for the Customer, and printed by the Customer from Freightworx's website based service ordering system (or other computer interface) or comprises a pre printed form that is completed by the customer or Freightworx's employees or agents using information provided by the Customer.

1.2 In this agreement:

- 1.2.1 An expression which denotes;
- 1.2.1.1 any gender includes the other genders;
- 1.2.1.2 a natural person includes a juristic person and vice versa; and
- 1.2.1.3 the singular includes the plural and vice versa.

1.3 Any reference to:

- 1.3.1 "Days" means calendar days, unless qualified by the word "business", in which instance a "business day" shall be any day(Other than Saturday, Sunday or public holiday in the Republic of South Africa);
- 1.3.2 "Business hours" means the the hours between 08h00 and 17h00 on any business day

2 COMMENCEMENT

- 2.1 This agreement will commence when Freightworx has approved the credit facilities that the Customer has applied for and signed the schedule. Before Freightworx signs this agreement, it will constitute an application for credit that Freightworx may accept or reject at its discretion and without giving reasons.
- 2.2 Any services that Freightworx renders to the Customer before Freightworx has signed the schedule, will be on a COD or prepaid basis and will be governed by the COD and prepaid terms and conditions.
- 2.3 Freightworx may, without reason, withdraw the credit facilities and cancel this agreement by giving the Customer 30 days' written notice and cancellation.

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- 3.1 Freightworx grants the customer 30 day credit facility, as indicated in the schedule.
- 3.2 Freightworx will, in its sole discretion, determine the initial credit limit that grants to the Customer.
- 3.3 The initial credit limit may not be increased unless the Customer asks for an increase in writing. The request may be granted or declined by Freightworx in its discretion.
- 3.4 Freightworx may reduce the credit limit at any time by giving the Customer 30 days' notice.

4 INVOICING AND PAYMENT

- 4.1 Freightworx will invoice the Customer for services rendered to it in accordance with the rates and charges set out in the tariff schedule or, if applicable, in accordance with the quotation (if any) issued by Freightworx and accepted by the Customer in respect of any particular service, then the rates and charges applicable to that service in the tariff schedule will apply.
- 4.2 Quotations for services will only be valid and binding on Freightworx if they are in writing. If there is no written quotation, the appropriate tariff will apply to any services rendered by Freightworx to the Customer.
- 4.3 If the mass and/or dimensions of a parcel/consignment are found by Freightworx to differ from the mass and/or dimensions disclosed to Freightworx by the customer, then Freightworx shall charge the customer for the services in respect of that parcel/consignment in accordance with the actual mass and dimensions with the actual mass and dimensions, and any quotation for such charges issued by Freightworx shall be adjusted in accordance with the correct mass and dimensions. As Freightworx has sophisticated measuring equipment, if the Customer disputes Freightworx's determination of the mass and/or dimensions of a parcel/consignment, the Customer shall bear the onus of proving that Freightworx's measurements are incorrect.
- 4.4 If Freightworx incurs any charges on behalf of the Customer (such as any taxes, duties, surcharges, etc) that must be paid in respect of the goods in the consignment, the customer authorizes Freightworx to pay the charges. Freightworx will include these charges in the Customer's invoice, unless the consignee pays them.
- 4.5 At the end of Freightworx's trading month, Freightworx will issue the customer with a statement reflecting all invoices issued by Freightworx to the customer and payments made by the customer during that month.
- 4.6 If the customer wishes to dispute Freightworx's statement, it must do so within 15 days after the statement has been issued in respect of a 30 day account.
After that, the statement and invoices referred to in it will be deemed to be correct and the customer will bear the onus of proving the contrary if it subsequently disputes the statement.
- 4.7 The customer must pay Freightworx the amount shown to be owing on the statement within 7 or 30 days (depending upon whether Freightworx has granted customer a 30 day credit facility) after the date on which the statement was issued. If the due date for payment falls on a non-business day, the Customer must make payment on the business day immediately preceding the payment due date
- 4.8 All payments due by the customer to Freightworx must be paid in South African Rands by electronic funds transfer, debit order or direct deposit into Freightworx's banking account.
- 4.9 All payments made by the customer to Freightworx shall be free of any taxes, charges, levies, penalties, deductions set-off.

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5 INSTRUCTIONS

- 5.1 The customer shall issue the instructions to Freightworx to collect, transport and deliver consignments:
 - 5.1.1 by telephone
 - 5.1.2 by email
- 5.2 The customer shall not provide details of its account number to any unauthorized person. The unauthorized use of the Customer's account shall be at the customer's risk. The customer agrees that it shall not be entitled to refuse to pay any invoices for services rendered by Freightworx on the grounds that the person who ordered the services on behalf of the customer did not have the authority to do so.
- 5.3 The customer warrants that all information given to Freightworx by it, the Consignee or sender of a consignment relating to the services is correct.
- 5.4 The Customer
 - 5.4.1 must check waybill (whether generated electronically, completed by the customer or completed by Freightworx employees) to ensure that all information on the waybills is correct
 - 5.4.2 must immediately notify Freightworx if any of this information is not correct and;
 - 5.4.3 warrants to Freightworx that all information on the waybill is correct, unless the customer has notified Freightworx in writing that any information is incorrect.
- 5.5 If a consignment has been sent to the Customer by a sender with an instruction for Freightworx to bill the customer as recipient, the customer accepts the liability to pay Freightworx's charges by accepting delivery of the consignment. IF the customer refuses to accept the charges, it must refuse to accept delivery of the consignment, in which event it will be returned to the sender.

6 COLLECTION, TRANSPORTATION AND DELIVERY

- 6.1 The customer must ensure that consignments are ready for collection at the arranged for collection and that the waybill and all other documents that must accompany the consignment have been fully and accurately completed.
- 6.2 The customer bears the responsibility for ensuring that parcels are properly and appropriately packaged, sealed before delivery to or collection by Freightworx and that the packaging provides adequate protection from any damage that may occur during normal handling and transportation.
- 6.3 If the contents of any parcel are fragile or if for any reason, special care is required to be taken when handling the parcel, the customer must indicate this fact on the packaging. If this is not clearly indicated, Freightworx will not under any circumstances be held responsible for any nature whatsoever suffered as a result of late delivery.
- 6.4 Freightworx shall have the sole discretion to determine the route and method of transport of consignments and shall be entitled to use subcontractors and/or agents for the collection, transportation and/or delivery of consignments.
- 6.5 Freightworx shall use its best endeavours to deliver consignments within the time requested by customer determined by Freightworx's particular service selected by the customer. However, the customer shall have no claim against Freightworx compensation or for damages of any nature whatsoever suffered as a result of late delivery.

7 CONTENTS OF PARCELS AND CONSIGNMENTS

- 7.1 Unless specifically agreed to in respect of a particular parcel or consignment, Freightworx will not provide any service in respect of illegal substances, bank and treasury bonds, furs(raw and finished), jewellery, live animals(including fish, reptiles, arachnida and insects), money(notes and coins) patterns, plans, designs or manuscripts, precious stones,
- 7.2 The customer warrants in respect of each parcel and/or consignment in respect of which it request Freightworx to provide:
 - 7.2.1 the parcel and/or consignment will not contain any goods of the nature referred to in 7.1
 - 7.2.2 the aggregate value of the contents of the parcels that comprise the consignment is less than R5000 000.00
 - 7.2.3 the parcel has been properly and sufficiently packed, with adequate precautions having been taken to prevent damage to the contents in the course of normal handling and prepared for carriage.
 - 7.2.4 the customer is the owner of the goods in the consignment or is authorized by the owner of the goods to instruct Freightworx to handle the consignment and to render services in respect of the consignment and that, consequently Freightworx's possession and handling of the consignment will be lawful;

- 7.2.5 Freightworx's handling of the parcel and/or consignment and performing the services in respect thereof will not contravene any law or regulation relating to the importation, transportation, storage and/or distribution of any goods or class of goods.
- 7.2.6 the mass and dimensions of the parcels disclosed to Freightworx are correct and:
- 7.2.7 the description, value and all other information provided by the customer to Freightworx in respect of the goods in any parcel and/or consignment is accurate and correct and Freightworx and/or its subcontractors and/or agents may rely on this information when handling the parcel or consignment and/or making representations and/or declarations to any authority in respect thereof.
- 7.3 Freightworx may (but shall not be obliged to) in respect the contents of any parcel and to open, unpack and repack parcels for this purpose. Such inspection will not release the customer from any obligation or warranty under this paragraph.
- 7.4 The warranties, undertakings and consents given by the customer in relation to parcels and/or consignment are given whether the customer is the sender or consignee in respect of the parcel/consignment concerned. For the avoidance of doubt, if the customer is not the sender, the customer bears the risk of the sender doing anything in breach of these warranties.
- 7.5 The customer indemnifies Freightworx against any loss or claims that it may suffer due to any breach of any of the above warranties or undertakings, including (but not limited to) any fines, penalties or claims arising from inaccuracy or omission of descriptions and particulars relating to the goods.

8 LIEN

- 8.1 Freightworx has a lien over any consignment (and the contents of the parcels comprising the consignment that is in its possession, as security for any claim that Freightworx has against the customer, whether such claim is in respect of the consignment(s) in Freightworx's possession (and over which Freightworx is exercising its lien) or not
- 8.2 If the customer does not dispute Freightworx's claim within 30 days after receiving written notice that Freightworx is exercising its lien and intends selling the goods in its possession to reduce the Customer's indebtedness to it, then Freightworx may sell such goods by public auction or by private treaty.
- 8.3 If Freightworx sells any goods in terms of 8.2 it shall, as soon as reasonably practicable after the sale, furnish the customer with an account for the proceeds of the sale of the goods. If the proceeds of the sale exceed the amount that the customer owes Freightworx, the account must be accompanied by payment of the surplus.
- 8.4 If Freightworx exercises its right to sell the goods, the customer shall have no claim against Freightworx in respect of the sale of the goods, unless (and then only to the extent that) the goods are sold for less than their fair market value.

9 RISK AND INSURANCE

- 9.1 All parcels and consignments are handled at the customer's sole risk.
- 9.2 Notwithstanding the provisions of 9.1, in the event of the loss of or damage to a consignment. Freightworx will compensate the Customer by paying the LESSER of R1 000.00 or the actual loss incurred by the customer. The payment of this compensation is conditional upon:
- 9.2.1 the damage to or loss of the items(s) concerned being endorsed by the recipient on the delivery receipt; and
- 9.2.2 the Customer providing Freightworx with documentary proof (e.g. an invoice/quotation) of the value of the missing or damaged item(s).
- 9.3 For the avoidance of doubt, if a consignment is lost, damaged or destroyed, Freightworx's liability to the Customer in respect of the loss or destruction will be limited to the cost of repairing or the value of all the goods in the consignment or R1 000.00, whichever is LESSER.
- 9.4 If the customer requires Freightworx to arrange insurance cover for any consignment (subject to maximum available cover of R5000 000.00);
- 9.4.1 It must request the insurance before the consignment is collected;
- 9.4.2 the Customer must pay Freightworx the premium for the additional insurance cover, which Freightworx will invoice to the customer; and

9.4.3 the insurance cover will be subject to the terms and conditions of the insurance policy, which are available from Freightworx upon request.

9.5 If the customer requires insurance cover second-hand machinery or equipment (including electronic equipment);

9.5.1 the machinery or equipment may not be more than 10 years old;

9.5.2 a pre-shipment inspection of the goods must be carried out by an engineer or technician appointed by the customer or the sender detailing the physical, mechanical and/or electrical condition of the goods and the packaging methods employed.

9.5.3 the inspection report must be provided to and the risk accepted by the insurers before the goods will be covered;

9.5.4 if the equipment or machinery is older than 10 years, if no pre-shipment assessment is conducted, if the report is not submitted to the insurers or if the insurers do not accept the risk, the customer's claim will be limited to loss or damage arising from water damage caused by heavy weather, piracy, overturning, derailment, road accident or loss or damage during loading or offloading.

9.6 For the avoidance of doubt, if no additional insurance is requested by the customer in terms of 9.4, if the conditions in 9.5 are not met or if a claim is repudiated by the insurers, the customer shall have no claims against Freightworx in respect of a lost or damaged consignment in excess of the compensaation of R1 000.00 referred to in 9.2.

9.7 The customer must notify Freightworx of any claim in respect of a loss, damaged or destroyed consignment within 7 days after the date upon which the loss or damage occurs, or the customer will have no claim in respect of the loss.

9.8 If any claim is repudiated by the insurers, the customer must contest the repudiation within 180 days after receiving notice of repudiation, after which any claim will prescribe.

9.9 When Freightworx arranges insurance for the Customer, it acts as a referee only and not as an insurance expert. None of Freightworx's employees are authorized to offer advise in respect of insurance.

9.10 Freightworx will not be liable to the customer for any consequential damages that the Customer or any other person may suffer as a result of any loss of, damage to, destruction of or late delivery of any consignment.

10 DOMICILIA AND NOTICES

The Customer chooses as its domicilium citandiet executandi for the receipt of any notices and/or legal processes arising from this agreement at the addresses set out in the schedule. This means that documents may be served at those addresses even if the customer is not there, and that such service will be regarded as adequate service for legal purposes.

11 LEGAL COSTS

If Freightworx takes legal action to enforce payment of any amount due by or any of its rights against the customer, or to successfully defend any claim against it by the Customer, the customer will be liable to pay the legal costs incurred by Freightworx on the scale as between attorney and own client, including collection commission and tracing costs.

12 GENERAL

12.1 This Agreement, together with the schedule, constitutes the whole agreement between the Parties as to the subject matter hereof and representations or warranties between the Parties other than those set out herein are binding on the on the Parties.

12.2 No addition to or variation of this Agreement and no waiver of any right arising from this Agreement shall be of any force

12.3 In the event that any of the terms of this Agreement are found to be invalid, unlawful or unenforceable, such terms will be severable from the remaining terms, which will continue to be valid and enforceable.

13 GUARANTEE OF AUTHORISATION

The person who signs this agreement on behalf of the customer warrants that:

13.1 All information provided in the application for credit and contract schedule is correct; and

13.2 He/She is authorized to represent the customer. If the customer disputes the authority of the signatory, then the signatory agrees that he/she will be personally liable to Freightworx for the fulfillment of all the customer's obligations.

The customer's attention is drawn to the following provisions of this agreement:

1 Clause 6.2 where the customer undertakes not to permit unauthorized use of its accounts with Freightworx and waives the right to dispute the authority of anyone who instructs Freightworx to render services on the Customer's account.

2 Clause 6.2 and 6.3 which places the onus on the customer to properly package and secure parcels and mark fragile

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parcels and which absolves Freightworx from liability if fragile parcels are not so marked.

- 3 Clause 6.5 which states that Freightworx shall not be liable for damages due to late delivery of consignments.
- 4 Clause 7 in which the customer gives certain warranties in respect of parcels and consignments to be handled by Freightworx accepts responsibility for the actions of the sender of consignment if the customer is not the sender and indemnifies Freightworx against damages that it may suffer in the event of a breach of any warranty.
- 5 Clause 8, which entitles Freightworx to sell goods over which it has a lien if the customer does not dispute its claim within 30 days after Freightworx has given the customer written notice that it intends selling the goods.
- 6 Clause which provides that parcels are handled at the risk of the customer and which limits Freightworx's liability to R1 000.00 per consignment in the event of the loss of or damage to a consignment and in which the customer indemnifies Freightworx against consequential loss that the customer or any other person may suffer as a result of the loss of or damage to a consignment and in which provision is made for the customer requesting insurance for a consignment, subject to certain conditions.
- 7 Clause 13, in which the signatory on behalf of the Customer guarantees his/her authority and acknowledges that he/she will be personally liable for the customer's obligations if the customer refuses his/her authority.

Signed at _____ (place) on (date) _____
Witness _____ (For the customer) _____
Name _____

SURETYSHIP (BY ONE OR MORE SURETIES)

I/We the undersigned, hereby bind ourselves, jointly and severally, as sureties for and co-principal debtors in solidum with the customer (or in the case of a single surety, do hereby bind myself, in solidum, as surety for and co-principal debtor with the customer) for the due payment by the Customer of all amounts that may become due by the customer to Freightworx in terms of the Agreement, on and subject to the following terms and conditions:

- 1 This suretyship is an integral part of the contract between the customer and Freightworx as set out in the schedule and contract.
- 2 This suretyship is given in addition to, and without prejudice to, any other suretyship whatsoever, that Freightworx may hold in respect of any obligations of the customer.
- 3 I/We agree that Freightworx may cede, assign or otherwise transfer this Suretyship, and on such cession, assignment or transfer, my/our liability will continue in favor of the cessionary for both the existing liability at the date of cession and also in respect of any further liability incurred by the customer with the cessionary.
- 4 This Suretyship will remain of full force and effect as a continuing covering security notwithstanding any temporary or partial extinction of the customer's indebtedness to Freightworx unless and until the company has paid Freightworx all money that it owes and then only upon expiry of 14(fourteen) days' notice in writing given by me/us to Freightworx
- 5 In the event of Freightworx taking any legal action against me/us in terms of this Suretyship, I/we shall be liable for Freightworx's legal cost on the scale as between attorney.
- 6 I/We hereby waive the benefits of the legal exceptions:
 - 6.1 ex cussione, which means that Freightworx may sue me/us for money owing by the customer without having to first exhaust its remedies against the customer; and
 - 6.2 division, which means that Freightworx may claim the full amount owing by the customer from any one Surety and is not obliged to claim proportionate shares from each Surety. The renunciation of this benefit makes the sureties jointly and severally liable to Freightworx.
- 7 I/We choose as our domicilia citandi et executandi for the receipt of any notices and legal processes arising from this suretyship at the addresses set out in the schedule. I/We understand that this means that documents may be served at those addresses even if we are not there, and that such service will be regarded as adequate service for legal purposes.
- 8 I/We warrant that our marital statuses are correctly set out below.

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