



TERMS AND CONDITIONS

CK 1997/007240/23

STANDARD TERMS AND CONDITIONS OF CARRIAGE FOR BOTH SOUTH AFRICA AND SADC COUNTRIES

The following Standard Terms of Conditions for Carriage contain the conditions applicable to Volden Carriers CC, for both Local South African and Cross Border SADC Countries by road.

WORD MEANINGS IN THE TERMS AND CONDITIONS

" **Volden Carriers CC** " - means Volden Carriers CC the Transporter, CK 1997/007240/23, and includes its Employees, Agents and Contractors.

" **Customer** " - means the Company instructing Volden Carriers CC to transport the goods.

" **Consignor** " - means the Company or person from which the goods are to be collected.

" **Goods** " - means the goods described in the Quotation or Verbal description of goods to be collected for delivery.

" **GIT**" - means Goods in Transit Insurance, which is Insured with Surall One Com, which covers the loss or damage to property in or on Volden Carriers' vehicle of coverage up to R500000.00 per vehicle, per load.

" **Quotation** " - means the Quotation which is submitted to the Customer by Volden Carriers, and accepted by the Customer as the agreed upon rates, destinations and standard terms and conditions.

TRANSPORTATION OF GOODS

- Volden Carriers undertakes to transport the GOODS on behalf of the CUSTOMER for the duration of the agreement between both parties and at the rate given in the QUOTATION.

DANGEROUS GOODS

- Volden Carriers does not transport HAZCHEM GOODS.

LIABILITY

- All transportation of GOODS is done at the risk of the CUSTOMER or owner of the GOODS.

- VOLDEN CARRIERS is and will not be responsible for any loss and/or damages, including consequential damages, which the owner may suffer as a result of the performance of service by VOLDEN CARRIERS in the terms of this agreement.

- VOLDEN CARRIERS has stated as in the terms and conditions that Insurance has been taken out per vehicle and per load. It is however the CUSTOMER'S duty to inform VOLDEN CARRIERS if the GOODS transported are of higher value than what is covered, as additional coverage may need to be taken.

- Subject to the terms and conditions in this agreement, the liability of VOLDEN CARRIERS in respect of any loss or damage to the GOODS, however such loss may arise, will under no circumstances exceed the actual amount paid by the insurers in terms of the aforesaid GIT INSURANCE POLICY in the event of loss or damage to the GOODS.

- The CUSTOMER is required to take out any additional insurance coverage for all damages and or specific coverage for the cover of specific goods not covered by Volden Carriers.
Unless specified by the CUSTOMER.

- Under no circumstances will Volden Carriers be liable for any consequential, indirect, special, punitive or incidental damages, whether foreseeable or unforeseeable; even if the loss or damage arises out of negligence on the part of VOLDEN CARRIERS, its employees, agents or subOcontractors (which are in a vicarious relationship with such Party), regardless of form or cause of action; whether in contract or delict or for restitution; whether based on this agreement, any commitment performed or undertaken under or in connection with this agreement, or otherwise.

- If there is any loss or damage to GOODS delivered, the CUSTOMER is to inform VOLDEN CARRIERS in writing thereof within seven (7) days of delivery of GOODS.

- VOLDEN CARRIERS will not be responsible for any shortages, damages of the inner contents of packages or bundles or damaged seals.

- Claims if any will be determined and limited to the cost price of the GOODS.

RATES

- Rates and service quotations provided by Volden Carriers CC are based upon the information provided by you. Rates are subject to change at any given time.

ACCOUNTS

ALL INVOICES MUST BE PAID WITHIN THIRTY (30) CALENDER DAYS FROM THE DATE OF THE INVOICE. IF THE ACCOUNT TO BE BILLED IS NOT IN GOOD CREDIT STANDING OR HAS OUTSTANDING INVOICES DUE FOR PAYMENT, VOLDEN CARRIERS HAS THE RIGHT TO WITH HOLD DELIVERY OF GOODS, AND HAS THE OPTION TO SELL, EITHER BY PUBLIC AUCTION OR PRIVATE TREATY.

METHOD OF PAYMENT

- Acceptable methods of payment made to VOLDEN CARRIERS are EFT (Electronic Transfer) or Cash.
- Cash will only be accepted if the CUSTOMER notifies VOLDEN CARRIERS Accounts Department of such method of payment.

BILLING

- All Invoices billed for Transportation or any other service are payable within thirty (30) calendar days of the invoice date, unless otherwise quoted.

- Clearing, documentation will be charged for and invoiced by Volden Carriers CC for Cross Border deliveries.

- ALL DUTIES and FINAL Clearance Tax charges are for the Senders expense.

- All overdue invoices will be billed a interest charge of 9%.

- All proof of payments are to be faxed or emailed to Volden Carriers for accurate and up to date account details.

- Standing time will be charged if VOLDEN CARRIERS' vehicle has to be delayed at border gates, CONSIGNORS for any reason not caused by VOLDEN CARRIERS.

BUSINESS AND CARRIERS DAYS

Business Operating Days are Monday to Sunday (7 days a week)

Business Operating Hours are 24 hours

The business week may differ in SADC Countries due to their different Public Holidays than South Africa and can lead to delays when clearing and crossing into SADC Countries. Volden Carriers cannot be held responsible for such delays, however Volden Carriers will do its best at all such times to clear on time if possible.

CUSTOMER AND CONSIGNOR DETAILS

- It is the duty of the CUSTOMER to supply VOLDEN CARRIERS with the correct collection and delivery details.

- The CUSTOMER will be billed for extra kilometres driven due to incorrect detail of collection, if deemed so by VOLDEN CARRIERS.

- Contact Names and Telephone numbers are to accompany all collection notes, so as to deliver timeously to the CONSIGNOR.

- The CUSTOMER must establish the quantity, condition, dimensions and weights of GOODS to be collected.

- Any overloading expenses due to the incorrectly supplied information by the CUSTOMER will be for the CUSTOMERS expense.

- VOLDEN CARRIERS will not be liable for any damages incurred when offloading of GOODS by the CONSIGNOR.

LEGAL

- VOLDEN CARRIERS has the right to instruct its attorney to recover any monies outstanding to VOLDEN CARRIES and all legal costs incurred will be for the CUSTOMERS expense.

SIGNATURE

PRINT NAME

DATE