



NATRANS NATAL TRANSPORT CC

CC 2008/236670/23 – VAT451020575

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STANDARD TRADING CONDITIONS

1. DEFINITIONS

For the purposes of the terms and conditions of this agreement, unless inconsistent with the context the following words shall carry the following meaning:

1.1 Natrans shall mean Natrans Natal Transport CC.

1.2 The customer shall mean:

1.2.1 The Person who instructed Natrans to perform the service reflected in terms of this contract.

1.2.2 The Person who accepts Natrans quotation

1.2.3 Any person who contacts with Natrans

1.3 Contract means the terms and conditions hereof whether agreed to in writing or orally concluded between Natrans and the customer.

1.4 Dangerous Goods includes hazardous Goods and Goods which in the opinion of Natrans are dangerous and includes anything likely to cause any damage whatsoever to persons or property (including the vehicle of the Principals)

1.5 Freight shall mean the amount or price payable by the Customer to Natrans as consideration for the cartage of Goods in terms of a Contract

1.6 Goods shall mean any Goods which are transported in terms hereof

1.7 Persons shall have its ordinary meaning and includes the words body corporate

1.8 Law includes the Common Law and Statute Ordinance By-Law or Regulation

1.9 Principals shall mean any person with whom Natrans contracts to carry our Transportation in terms of the Contract for and on behalf of the Customer

1.10 Transportation shall mean without restricting the generality of this term, loading, unloading, offloading, conveyance packing (where necessary) storing and or safe keeping of any Goods and the acquiring of permits, authorities and the like.

2. CONDITIONS

Natrans shall only be obliged to perform provided;

2.1 Natrans in its sole opinion has received sufficient notice of the Customer's requirements to enable it to place the Transportation with a Principal sufficient to enable the Principal to ensure that a suitable vehicle is available.

2.2 The necessary consents and statutory, permits have been granted and remain in force (in the event of such consents or permits being refused or withdrawn for any reason whatsoever such that no carriage whatsoever may be performed), the contract shall terminate and no liability for damages or otherwise shall attach to Natrans.

2.3 The Customer is not in breach of any terms or conditions of this Contract or any other Contract concluded with Natrans.

2.4 Natrans is satisfied as to the Customer's solvency and ability and readiness to pay for the services to be rendered in terms of a Contract within the time and in the manner therein prescribed.

2.5 That at any time in Natrans opinion, it is not impossible impractical or dangerous for the Principals to continue to comply with its obligations by reason of riots, strikes, lockouts, labour disturbances or disputes, boycotts, economic sanctions, acts of State, industrial legislation, war, terrorism, civil commotion or disturbance, attacks upon its employees or vehicles, floods, rationing or non-availability of fuel, vehicle accident, breakdown I vehicle or equipment, commercial exigencies, or any other cause whatsoever beyond the reasonable control of the Principals.

3. LIABILITY

Natrans shall not be liable to the Customer, owner of the Goods or any Person whatsoever for any loss and / or damages of any nature whatsoever (including consequential loss and / or damage) howsoever caused which the persons aforesaid may suffer as a result of the performance of such services by the principal and / or Natrans and / or its employees and / or agents, notwithstanding that such loss and / or damage may have been caused by the negligence of the Principal and / or Natrans ad / or its employees and / or agents or by breach of contract by Natrans and / or Principal.

4. ADDITIONAL CHARGES

Subject to quotation data and in addition to the freight, Natrans shall be entitled to levy an additional charge at its usual rate, alternatively reasonable rate, in the event of:

4.1 The circumstances envisaged in clauses 9, 10, 11, 14, 15, 16, 17 occurring of

4.2 The time taken to load or off-load a vehicle exceeding the maximum time allowed in terms of clauses 10 and 11 or

4.3 Loading and off-loading taking place at more than one point or

4.4 Natrans being obliged, due to circumstances beyond its control, to utilize routes different from those intended by it at the time of entering into the Contract.

5. PAYMENT

Payment shall be received in full, free of any commission, exchange, brokerage, and deduction or set-off, within 30 (thirty) days of date of statement by Natrans, which may appropriate all monies paid entirely within its sole and unfettered discretion. The customer shall not be entitled to deduct from or set-off against such payments any claims which the customer may have against Natrans arising from any cause whatsoever. Notwithstanding that Natrans may agree to collect and/or receive payment from third party, the Customer hereby acknowledges that the Customer is personally bound by the provisions of the Contract, and the customer hereby guarantees payment of the Freight and there charges by such third party to Natrans. There will be no valid discharge of the obligation to pay Natrans by the Customer unless payment has been made to Natrans and to no other Person whatsoever. Natrans is entitled to levy an interest charge against the Customer at the rate of 1.5% (one comma fiver per centum) per month on all amounts which are unpaid by the Customer.

6. LOADING AND OFF-LOADING

Where the customer is not the consignor and/or consignee, the consignor and/or consignee and their servants and agents shall be deemed to be agents of the Customer and be authorized to act on the Customer's behalf in the situations contemplated.

7. CONDITIONS OF GOODS

The onus of establishing the condition of the Goods at the time of delivery to Natrans and/or Principal shall at all times remain on the Customer and no delivery note, receipt or other document given at such time by Natrans and/or Principal to the consignor shall constitute proof of such condition, save to the extent that any specific record in relation thereto may have been made thereon by Natrans and/or Principal.

8. RESPONSIBILITY FOR LOADING AND OFF-LOADING

The customer shall deliver the Goods onto the vehicle nominated by Natrans and shall take delivery of the Goods there from, and shall be fully responsible for the loading and off-loading thereof. Natrans servants may assist therewith where such assistance is customary and practicable, but such assistance shall be rendered at the sole risk of the Customer without any liability for any loss damage arising there from attaching to Natrans.

9. DELAYS AND DAMAGES

In the event of a vehicle being delayed or damages due to the Customer's failure to comply the provisions of clause8, the Customer shall be liable for additional charges at its usual rates, alternatively reasonable rates, and/or such damages as the case may be.

10. LOADING TIME

The maximum loading time allowed to the Customer shall be that upon which Natrans quotation is based unless otherwise agreed to in writing by Natrans. Loading time shall be deemed to commence at the time when the vehicle to be loaded arrives at the entrance to the property on which the loading point is suitable.

11. OFF-LOADING TIME

The provisions of clause 10 shall apply mutatis mutandis to off-loading time.

12. DELIVERY DETAILS

After completion of loading the Customer shall verify the correctness of all the details contained in the Customer's delivery documents.

13. DELIVERY AND OFF-LOADING INSTRUCTIONS

The customer shall ensure that prior to the Goods being off-loaded that the goods to be off-loaded are the precise goods which are contracted to be off-loaded, that during off-loading clear and precise off-loading and delivery instructions are given that the Goods are off-loaded at the correct place and/or off-loading point, and that immediately after off-loading that the goods off-loaded comprise the correct quantity and are in good order and condition.

14. FAILURE OF CUSTOMER TO TAKE DELIVERY

Should the Customer fail or neglect or be unable or refuse to take delivery of the whole or any part of the Goods at the agreed off-loading point or at the agreed off-loading time, or should through no fault of Natrans it not be possible or practicable to off-load the Goods within 12 (twelve) hours after arrival at such off-loading point and should not acceptable alternative delivery instructions be received from the Customer, Natrans shall be entitled to store or abandon the Goods at its discretion. In such event the Customer shall be liable to pay any additional charges hereby incurred and shall have no claim whatsoever against Natrans for any act or omission arising therefrom.

15. DEMURRAGE

Natrans and/or Principal shall not be liable for demurrage or storage charges of any nature whatsoever arising levied by third parties, and where paid by Natrans and/or Principal shall be refunded to Natrans and/or Principal by the Customer on demand. The Customer does hereby appoint Natrans and/or Principal irrevocably and in rem suam as its agents in its place and stead to contract for the storage of such goods irrevocably and in rem suam as its agents in its place and stead to contract for the storage of such goods upon such terms and such conditions as Natrans and/or Principal may, in its discretion, elect and without any liability whatsoever attaching to Natrans and/or Principal to attend to such storage.

16. DANGEROUS GOODS

16.1. Natrans is not obliged to contact for the carrying of Dangerous Goods on behalf of its Customer.

16.2. In the event of Natrans agreeing in writing to place with their Principal the Customer's Dangerous Goods, the Customer shall:

16.2.1. Disclose fully the nature and properties of such Goods to Natrans:

16.2.2. Prior to loading give Natrans special detailed instructions to enable Natrans to place such goods for the proper safety and handling.

16.2.3. Comply with all regulations governing the loading, off-loading, storing and carriage of such goods.

16.3. In the event of the Customer or consignor failing to disclose the dangerous nature of any Goods, or in the event of any goods becoming a danger to persons or property, whether the dangerous nature thereof has been disclosed or not, Natrans shall be entitled immediately, and without prior notice to the Customer, to discharge or dispose of any such goods, in any manner and Natrans shall not be liable for any loss or damage arising from such discharge whatsoever. Natrans shall furthermore be entitled to recover from the Customer the Freight in respect of any such carriage, notwithstanding the non-delivery of such Goods together with any expenses incurred in discharging or disposing thereof.

16.4 The Customer:

16.4.1. Shall be liable for loss and/or damage suffered by Natrans or any other Person/s whatsoever caused by Dangerous Goods whether the dangerous nature thereof has been disclosed or not.

16.4.2. Hereby indemnifies Natrans against all liability and all claims by any Person/s whatsoever arising from such loss and/or damage.

17. CANCELLATION OF REQUEST FOR VEHICLE

The Customer shall be entitled to cancel a request for a vehicle to carry out a particular service in terms of a contract provided that the customer gives Natrans not less than 48 (forty-eight) hours' notice of cancellation (Saturdays, Sundays and Public holidays excluded), prior to the time of dispatch of the vehicle and scheduled by Natrans, failing which the Customer shall be liable to pay Natrans usual, alternatively, reasonable additional charges up to a maximum period of 48 (forty-eight) hours.

18. BREACH

Should Natrans breach any terms or condition of a Contract the Customer shall give Natrans written notice to remedy such breach within 7 (seven) days of receipts thereof, and only in the event of Natrans failing to comply there with, shall the Customer be entitled to cancel the contract on written notice to Natrans.

19. GENERAL

- 19.1. Natrans may code, delegate or assign any or all of its rights and obligations under a Contract. The Principal may sub-contract without notice, but shall continue to remain liable for the due performance of its obligations under the Contract. These conditions shall apply equally to any service rendered by the sub-contractor.
- 19.2 If any monies owing are not paid within 30 (thirty) days after they become due, Natrans shall be entitled without further notice to the Customer:
- 19.2.1. To open and examine any part of the consignments.
 - 19.2.2. It shall behold any part of the consignment in such manner and upon such terms and conditions as it deems fit:
 - 19.2.3. To apply the proceeds of any sale after deducting all expenses thereof in payment or deduction of any amount due by the Customer to Natrans provided any surplus to be paid over to the Customer without interest as soon as possible after the sale if the Customer's address or if not upon demand by the Customer.