

Credit Application – Confidential

THE APPLICANT’S CONSENT TO THE PROCESSING OF PERSONAL INFORMATION:

By completing this Credit Application Form and by submitting your Personal Information to NESW Logistics (Pty) Ltd (“the Company”), you will be deemed to have given consent to the processing of your Personal Information as set out in the Protection of Personal Information Act (“POPIA”).

If you do not agree with this consent and the Company’s standard trading terms and conditions, the Company will not be able to enter into an agreement with you and respectfully request that you do not provide any Personal Information to the Company.

APPLICANT DETAILS

(Please fill in legibly and in capital letters and where applicable tick to relevant box)

Registered Name of Business:	
Company Registration Number:	
Date of Company Registration:	
Trading Name of Business:	
VAT Number:	
Credit Limit Required:	
Trading Address:	
Postal Code:	
Business Telephone Number:	
Cellular Number:	
Email Address:	
Nature of Business:	
Bankers:	
Branch:	
Branch Number:	
Account Number:	
Date Account Opened:	
Name of Auditors/Accountants:	

Address of Auditors/Accountants:	
Telephone number of Auditors/Accountants:	
Contact Person at Auditors/Accountants:	
Landlords Name and Address:	
Town/City:	
Province:	

Trade References

	Business Name	Contact Person	Contact Number	Average Monthly Purchases (ex Vat)
1.				
2.				
3.				

Accounts

Name and Title of person responsible for handling queries and payment of your account:

This account is for the sole use unless subsidiaries are listed here:

Should you require separate accounts for other divisions, please list here:

ANNUAL TURNOVER AND / OR NET ASSET VALUE AS AT DATE OF SIGNATURE HEREOF:

LESS THAN R1 MILLION	BETWEEN R1 MILLION AND R2 MILLION	MORE THAN R2 MILLION
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Details of Directors / Partners / Members / Owners:

NAME	POSTAL ADD.	RESIDENTIAL ADD.	CONTACT NUM.	I.D NUM.

PROTECTION OF PERSONAL INFORMATION AND CONSENT TO CREDIT CHECK

Certain information and documentation as requested, including this Credit Application Form and Suretyship, will contain Personal Information as defined in the Protection of Personal Information Act 4 of 2013 ("POPIA") and by completion of this Credit Application, the Applicant consents as follows:

- that in providing and receiving the services, the Company may process personal information, as defined in POPIA;
- the Applicant and Surety hereby authorise the Company, its associates and / or duly appointed agents a) to make use of the information contained herein and to contact any information contained herein to determine whether or not to grant the Applicant credit facilities and b) to furnish credit information concerning the Applicant to any credit bureau or to any credit provider in order for the Company to conduct a credit assessment or affordability assessment in respect of the Applicant and/or to trace the Applicant and Surety;
- to the Company to process the Applicant's and Surety's personal information;
- the Applicant and Surety consents to the Company procuring third party credit bureaus or any other Operator, (as defined in POPIA) to process the personal information, which processing will be in line with the purpose for which it was collected for;
- the Applicant hereby authorises the Company or its agents at all times to contact and request information from any persons, credit bureaus or businesses, including those mentioned under trade references, and to obtain any information relevant to the Applicant's application and upkeep of the Applicant's account;
- the Applicant understands that the information given in relation to this Credit Application Form will assist the Company in determining whether or not to supply credit to the Applicant and will be used by the Company for the purposes of assessing its creditworthiness;
- the Applicant and Surety confirms that the information given by it is accurate and complete;

- the Applicant and Surety further agree to update the information supplied, as and when necessary, to ensure the accuracy and completeness of the above information at all times;
- the Applicant and Surety may request a copy of their personal information held by the Company who will provide the copy of their personal information held within a reasonable time at a prescribed fee (if any); and
- the Applicant and Surety's personal information shall be kept until their relationship with the Company ceases to exist where after the Company will store the personal information in terms of the relevant retention laws and thereafter destroy and delete the personal information as provided for in POPIA.

WARRANTIES AND SIGNATURE

1. THE SIGNATORY WARRANTS THAT:
 - 1.1 HE / SHE IS DULY AUTHORISED BY THE APPLICANT TO MAKE THIS APPLICATION ON ITS BEHALF AND THAT THE INFORMATION AS SUPPLIED ABOVE ARE TRUE AND CORRECT;
 - 1.2 IF THE APPLICANT DISPUTES AUTHORITY OF THE SIGNATORY, THEN THE SIGNATORY AGREES THAT HE / SHE WILL BE PERSONALLY LIABLE TO THE COMPANY FOR THE FULFILMENT OF ALL THE APPLICANT'S OBLIGATIONS;
 - 1.3 HE/SHE HAS OBTAINED ALL NECESSARY CONSENTS CONTEMPLATED IN THIS CREDIT APPLICATION FORM, AND AS MAY BE REQUIRED IN TERMS OF POPIA AND INDEMNIFY AND HOLD THE COMPANY HARMLESS AGAINST ANY DAMAGES OR LOSSES OF WHATSOEVER NATURE (INCLUDING PENALTIES OR FINES AND LEGAL COSTS ON THE ATTORNEY AND CLIENT SCALE) SUFFERED BY THE COMPANY AS A RESULT OF BREACH OF THE APPLICANT'S OBLIGATIONS SET OUT IN ANY CLAUSES RELATING TO POPIA; AND
 - 1.4 THE APPLICANT ACKNOWLEDGES THAT THIS WARRANTY IS DEEMED MATERIAL AND TO BE A MATERIAL REPRESENTATION INDUCING THE COMPANY TO EXTEND CREDIT TO THE APPLICANT.
2. THE SIGNATORY, ACTING ON BEHALF OF THE APPLICANT, HEREBY ACCEPTS AND AGREES THAT ALL BUSINESS UNDERTAKEN ARE SUBJECT TO THE TERMS AND CONDITIONS ATTACHED TO THIS CREDIT APPLICATION FORM, WHICH TERMS AND CONDITIONS HE / SHE ACKNOWLEDGES HAVING READ AND UNDERSTOOD AND AGREE TO.

AUTHORIZED SIGNATORY:

SIGNED AT _____ ON THIS _____ DAY OF _____
(CITY/TOWN) (DAY) (MONTH) (YEAR)

(TO BE COMPLETED BY APPLICANT :)

SIGNATURE

FULL NAMES

DESIGNATION

COMPANY STAMP

NESW LOGISTICS (PTY) LTD STANDARD TRADING TERMS AND CONDITIONS

PLEASE NOTE: ALL AND ANY BUSINESS CONDUCTED AND / OR SERVICES RENDERED BY THE COMPANY ARE SUBJECT TO THESE TERMS AND CONDITIONS

1. INTERPRETATION.

In these trading terms and conditions

1.1. The headings to the clauses are for reference purposes only and shall not aid in the interpretation of the clauses to which they relate.

1.2. Unless the context clearly indicates a contrary intention, words importing anyone gender include the other two genders, the singular includes the plural and vice versa, and natural persons include created entities (corporate or unincorporated) and vice versa.

1.3. Any reference to "days" means calendar days.

1.4. The following terms shall have the meanings assigned to them hereunder and cognate expressions shall have a corresponding meaning namely -

1.4.1. "the Company" means NESW Logistics (PTY) LTD with registration number 2018/599375/07, a private company with limited liability duly incorporated in accordance with the laws of the Republic of South Africa, and includes its employees, agents and subcontractors, where appropriate in the context.

1.4.2. "Customer" means the customer whose particulars appear in the Credit Application Form and / or the Waybill and / or who instructs the Company to perform Services.

1.4.3. "data subject" means the Customer whose personal information or another data subject whose personal information is provided by the Customer to the company to be processed, as defined in POPIA;

1.4.4. "Goods" means any goods handled, transported, warehoused or dealt with by or on behalf of or at the instance of the Company or which come under the control of the Company or its agents, servants or nominees on the instructions of the customer, and includes any container, transportable tank, flat pallet, package or any other form of covering, packaging, container or equipment used in connection with or in relation to such goods;

1.4.5. "the owner" means the owner of the Goods to which any business concluded under these trading terms and conditions relates and any other person who is or may have or acquire any interest, financial or otherwise, in such goods.

1.4.6. "the POD" means the Company's proof of delivery document signed by the recipient of the Goods, alternatively in the event that it is reasonably impossible to obtain the recipient's signature, verbal confirmation and / or photographic confirmation of proof of delivery will be sufficient.

1.4.7. "personal information" means any information that falls within the definition of 'personal information' as defined in the Protection of Personal Information Act, 4 of 2013 ("POPIA").

1.4.8. "POPIA" means the Protection of Personal Information Act, 4 of 2013.

1.4.9. "the Parties" means the Company and the Customer.

1.4.10. "the Services" means the warehousing, transportation, and delivery of Goods by the Company on the Customer's instructions.

1.4.11. "the Standard Rate" means the Rand value at which the Company is willing to render Services to the Customer from time to time, having regard to, inter alia, the delivery points, the weight, volume ratio and such ancillary factors which, in the opinion of the Company applies to the determination of the Standard Rate, and the Company reserves the right to amend its standard rates at any time, without prior notice to the Customer and standard rates do not include local taxes or VAT; and

1.4.12. "the Waybill" means the Company's waybill that accompanies the Goods that are transported and delivered by or on behalf of the Company for the Customer.

2. THE CUSTOMER AGREES:

2.1 That these terms and conditions governs the contract of carriage between the Parties and have been read, understood and agreed to by the Customer.

2.2 These terms and conditions supersede all previous published terms and conditions and to the extent that it may be in conflict with the terms and conditions in the Waybill or any other document, the terms and conditions of this Agreement will prevail.

2.3 That the Services referred to in clause 1.4.10 above are not services related to those services of a common carrier nor a public carrier and further that the Company is not a common carrier nor a public carrier, and the Company reserves the right to refuse the transportation of any Goods, in its sole discretion.

3. CUSTOMER'S WARRANTIES

3.1 The Customer expressly warrants that 1) it is duly authorized to enter into this Agreement with the Company; 2) it is the owner of the Goods or it is authorized by the owner to deal with the Goods; 3) all information, instructions and documents supplied by it to the Company shall be true and correct in every respect; 4) all Goods will be properly and appropriately packed, marked, labelled, sealed and addressed so as to ensure safe and sufficient transportation; 5) the Goods, or any part thereof, will not constitute illegal articles, or hazardous articles, or articles prohibited or restricted for transportation, or articles prohibited or restricted for distribution, in terms of any national or international law or regulation.

3.2 The Customer shall ensure and warrants that it has obtained the necessary written consent for personal information to be processed by the Company and also to be transferred or processed outside of the borders of the Republic of South Africa. The Customer shall keep a record of all consents required in terms of this clause 3.2.

3.3 The Customer hereby indemnifies the Company, its shareholder, directors, employees, subcontractors, agents etc. against all and any claims, losses, penalties, damages, expenses and fines of whatsoever nature arising from any breach of the warranties given in clauses 3.1 and 3.2 above.

3.4 The Customer warrants that it shall not provide details of its account number and/or login details to any unauthorised person and the unauthorised use of its account shall be at its own risk. The Customer agrees that it shall not be entitled to refuse payment for Services rendered on the basis that an unauthorised person ordered the Services on behalf of the Customer.

4. OWNER'S RISK

Subject to that stated in clause 11 below, all handling, packing, loading, unloading, warehousing, and transporting of goods by or on behalf of or at the request of the Customer are effected at the sole risk of the Customer and/or the owner, and the Customer indemnifies the Company accordingly.

5. COMMENCEMENT OF THIS AGREEMENT

5.1. This Agreement will commence upon written approval of the credit facility by the Company or on the date on which Services are rendered to the Customer on a cash on delivery or prepaid basis, whichever is applicable.

5.2. Prior to the approval of the credit facility, the Credit Application Form will constitute an application for credit that may be accepted or rejected at the Company's sole discretion and without the Company giving reasons.

5.3. Any services rendered prior to the approval of the credit facility, will be on a cash on delivery or prepaid basis and will be governed by these trading terms and conditions.

5.4. The Company may, without reason, reduce the credit limit and / or withdraw the credit facilities and / or cancel this Agreement with immediate effect with written notice.

5.5. Upon approval of the credit facility, the Customer will be granted a 30-day credit facility and the Company will, in its sole discretion, determine the initial credit limit, which initial credit limit may be increased at the Company's sole discretion as to reflect the actual spend by the Customer and the Customer accepts this credit limit and all liability related to such credit limit under these terms and conditions.

6. PRICE ESTIMATE AND CONSIGNMENT REQUEST

6.1. Any price estimate supplied by the Company shall be subject to withdrawal or revision by the Company in its sole discretion.

6.2. The Customer shall request all Services to be rendered in writing, however, the Company is entitled to accept at its sole discretion verbal requests, in which instance the information contained in any document reflecting the Customer's instructions shall be prima facie proof of a Consignment Request.

6.3. All price estimates are valid for 7 (seven) days from date thereof.

6.4. If the weight, volume, or destination address on the Waybill differs from the price estimate, the Company reserves the right to charge for the weight, volume, or destination as per the Waybill although the price estimate has been accepted by the Customer.

6.5. All price estimates and charges are subject to additional surcharges charged from time to time by the Company, inclusive of its currency and fuel surcharges and such duties and taxes as may be payable in respect of the Goods. The Company's surcharges are subject to revision by the Company in its sole discretion and without notice to the Customer. Duties and taxes are subject to the determination by the appropriate statutory and/or legislative body.

7. THE PRICE FOR SERVICES RENDERED

7.1. The price payable, is contained in a written price estimate, failing a written price estimate, the amount shall be calculated in accordance with the Company's prevailing Standard Rate in force and effect on the date of a Consignment Request.

7.2. The Company shall be entitled to amend its Standard Rate from time to time.

7.3. The Company shall at any stage prior to loading, be entitled to revise price estimates or charges payable, with or without notice, in the event of, (1) changes in currency exchange rates, third party freight services rates, surcharges, equipment rental rates, labour rates or any other charges applicable to the handling of the Goods, (2) the volumetric charge calculated in accordance with the Company's prevailing volumetric tariff exceeding the price quoted on the weight of the Goods, in which event the volumetric charge may, at the instance of the Company be substituted for the charge based on weight, (3) the quantity or weight of the Goods exceeding those upon which the price estimate was based, (4) the cost of disposing of Goods (5) the costs of storing the Goods and (6) the cost of repacking the Goods.

7.4. The Company reserves the right to charge a reasonable fee for any additional services rendered to the Customer were necessary to enable the Company to render the Services in accordance with this Agreement.

7.5. In the event that the Customer fails to make payment of any amount due to the Company, or if delivery of the Goods is tendered and not accepted or unreasonably delayed, the Company shall in its sole discretion be entitled to charge the Customer for storage charges and/or transportation of the Goods to and from storage.

7.6. The Customer is liable to pay VAT on all charges for Services and any other amounts payable in terms of this Agreement.

7.7. If the Company incurs any charges on behalf of the Customer (such as any taxes, duties, surcharges, etc.) that must be paid in respect of the Goods, the Customer authorizes the Company to pay the charges. The Company will include these charges in the Customer's invoice.

8. INVOICING AND PAYMENT

8.1. The Company shall issue a tax invoice to the Customer for Services rendered and shall issue statements reflecting all invoices on a monthly basis.

8.2. All amounts owing to the Company under these terms and conditions shall be payable within 30 (thirty) days net from date of statement.

8.3. If the Customer wishes to dispute an invoice, it must do so within 7 (seven) days from date of issuance thereof, failing which the invoice will be deemed to be correct. The Customer specifically acknowledge that it shall not be entitled at any stage to withhold any payment or to deny any obligation or responsibility in terms of this Agreement as a result of any claim, complaint or investigation or any claim or complaint or the processing of any claim or complaint which may have resulted from the use of the Company's Services.

8.4. Where the Company agrees upon the Customer's request, to bill any charges and/or disbursements, or any portion thereof, to any other person, the Customer will remain responsible for the payment thereof should it not be paid in full by such person, immediately when due.

8.5. All payments shall be made in South African Rands, without deduction or set off, free of exchange or bank charges into the bank account of the Company, details of which the Customer shall be informed of in writing from time to time. The Company shall have the right to appropriate all payments made by the Customer to any invoice or amount that is in arrears, which it in its sole discretion may decide.

8.6. Any amount not paid by the Customer on the due date shall bear interest at the rate of prime plus 2% (two percent) per annum, and such interest shall be calculated on a daily basis and compounded monthly from the due date of payment thereof until date of final payment.

8.7. In the event of any debt not being settled on the due date, the Company shall have the right to suspend any of its then uncompleted obligations until full payment is received and/or refuse to provide any further Services and/or rescind the credit facility granted to the Customer and/or immediately institute action against the Customer in terms of this Agreement in which event all amounts then outstanding (but not yet due) shall immediately become due and payable. These remedies are without prejudice to any other right the Company may be entitled to in terms of this Agreement or in law.

8.8. A certificate signed by any director of the Company, whose appointment or authority need not be proved, shall be due and sufficient proof of the amount of the Customer's indebtedness to the Company for the purpose of obtaining summary judgment or provisional sentence.

8.9. If the Company takes legal action to enforce payment of any amount due by or any of its rights against the Customer, the Customer will be liable to pay the legal costs incurred by the Company on an attorney-and-client scale, including collection commission, tracing costs, valuation charges, transport costs and other expenses in connection therewith.

8.10. The Customer hereby consents to the jurisdiction of the Magistrate's Court having jurisdiction in respect of any action/proceeding which may be brought against it, notwithstanding the quantum of the Company's claim, provided that the Company shall be entitled to institute legal proceedings in any other appropriate court, having jurisdiction.

9. COMPANY'S WARRANTIES AND REPRESENTATIONS

9.1. The Company does not give any warranty whatsoever, in respect of the scope of its Services, its legal obligations, legal duties or potential legal liability, other than as provided for herein or imposed by law.

9.2. The Customer acknowledges that the Company is not in any way whatsoever bound by any oral statement/representation, which may have been made by any employee or any person acting or purporting to act for and on behalf of the Company, whether negligently or otherwise, unless the same is made in writing by an employee duly authorised thereto.

10. EXCLUSION OF LIABILITY AND INDEMNITY

10.1. Subject to that stated in clause 11 below, all handling, packaging, loading, unloading, warehousing and transporting of the Goods on behalf of or at the request of the Customer shall be effected at the Customer's and/or owner's sole risk, and the Customer hereby acknowledges that it nor the owner, shall have no claim against the Company of any nature whatsoever arising out of the foregoing and the Customer hereby indemnifies the Company accordingly.

10.2. It is expressly agreed that the Company shall under no circumstances whatsoever be liable for any loss of income, loss of profits, loss of markets, loss of reputation, loss of customers, loss of use, loss of an opportunity even if it had knowledge that such damages or loss might arise or for any indirect, incidental, special or consequential damages or loss howsoever caused.

10.3. The Customer hereby indemnifies the Company, its shareholders, directors, employees, subcontractors, agents etc. and hereby hold it harmless against all and any claims of whatsoever nature which may be made against the Company by the owners of the Goods or recipients of the Goods or any third party, arising from or in connection with the transportation of the Goods or the nature of the Goods transported.

10.4. Notwithstanding anything contained herein it is expressly agreed that the Company shall not be liable to fulfil its obligations under this Agreement and/or be liable for any damages suffered by the Customer or any other party, of whatsoever nature resulting from or caused by or in connection with the inner vice of the Goods, flooding, moth vermin, insects, damp, rust, acts of God, riot, civil commotion, invasion, war, sabotage, malicious intent, explosion, labour unrest, strikes, lockouts, chemical damage, leakage, inclement weather, diesel shortages, strikes in the transport industry, power failures, epidemic, quarantine restriction, or any act or regulation of government or governmental authority and other contingencies beyond the Company's control resulting in impossibility or delay of performance of the Company.

10.5. Once the Goods are delivered to the designated address and the POD is signed and unendorsed by the recipient confirming clean receipt of the Goods (meaning that the POD does not reflect any discrepancy in respect of the Goods being noted on the POD nor is the POD endorsed), the Company will not be liable to the Customer for any damages and / or loss whatsoever.

10.6. Notwithstanding the provisions of this clause 10, if the Customer alleges that the Company is liable for loss or damage suffered by it, the Customer shall within 7 (seven) days of receipt of alleged damaged Goods / within 7 (seven) days of receiving knowledge of alleged lost Goods, notify the Company in writing thereof. In the event of alleged damaged Goods, the Customer shall make such alleged damaged goods available for inspection by the Company or its representative immediately upon request.

11. INSURANCE

11.1. It is the Customer's responsibility to ensure that Goods are at all material times insured against loss or damage to their full value on an all risks basis. Should the Customer fail to obtain such insurance and subject to that stated in clauses 11.2 -11.5 below, then the Customer shall bear all risk of loss or damage to such Goods, and the Customer indemnifies the Company accordingly.

11.2. The Company may have a standard insurance cover applicable to the Goods and Services. The Customer acknowledges and agrees that it is responsible to familiarise itself with the terms and conditions of this standard insurance cover which may be offered by the Company.

11.3. It is recorded that:

11.3.1. the Company's liability to the Customer in respect of Goods in its care shall;

11.3.1.1. terminate on a bona fide delivery to the recipient, unless the recipient, at the time of delivery, brings to the attention of the Company by writing, loss or damage to the Goods;

11.3.1.2. be limited to the lessor cost of either repair or replacement of the damaged Goods; and

11.3.1.3. the Company will take no responsibility for consequential losses of any kind.

11.4 The Company's responsibility described in clause 11.2 will be underwritten by means of a standard insurance policy and the Company and the Customer shall be bound by the terms and conditions thereof, copies of which will be supplied to the Customer on request.

11.5. Should a dispute arise in relation to the insurance under the said standard insurance cover and a claim is repudiated, the Customer shall have recourse against the insurer only and the Company shall not incur any liability in relation to such dispute / repudiation.

12. RENDERING OF SERVICES

12.1. The Company shall use its best endeavours to render the Services within the time requested by the Customer. However, the Customer shall have no claim against the Company whatsoever for compensation or for damages suffered as a result of late delivery thereof. The Company undertakes to give the Customer timely notice of any unavoidable delays in so far that it is reasonably possible.

12.2. The Company's POD signed and unendorsed by the recipient shall be sole proof and sufficient evidence that the Goods was delivered in accordance with this Agreement, in good order and condition, in an intact form, without any loss and shall further constitute final and absolute release of all undertakings and obligations of the Company.

12.3. The Company shall at its sole discretion determine the route and method of loading and/or transportation and/or delivery of the Goods and shall be entitled to use subcontractors and/or agents for the purpose of rendering the Services.

12.4. In the absence of specific instructions given timeously in writing by the Customer to the Company, the Company shall be entitled in the reasonable discretion of the Company to decide at what time to perform or to procure the performance of any or all of the acts which may be necessary or requisite for the discharge of its obligations to the Customer.

12.5. The Company is entitled (but not obligated) to open and/or inspect the Goods, at any time.

12.6. The Company reserves the right to, at its sole discretion, to determine whether the Goods are properly packaged, and if not, but without any obligation to do so, to repack the Goods as it deems fit and conducive for transportation, which repackaging and/or incidental costs, shall be for the Customer's account.

12.7. The Company reserves the right to decline at any point in time and/or suspend and/or terminate, and without any liability, the transportation of Goods which, in its sole discretion, have not been properly packed and/or the Goods received from the Customer being unacceptable or inappropriate for carriage for any reason whatsoever.

12.8. Notwithstanding anything to the contrary herein contained, if at any time the Company should consider it to be in the Customer's interests or for the public good to depart from any of the Customer's instructions, the Company shall be entitled to do so and shall not incur any liability in consequence of doing so.

12.9. If events or circumstances come to the attention of the Company, its agents, servants, or nominees which, in the opinion of the Company, make it in whole or in part, impossible or impracticable for the Company to comply with a Customer's instructions the Company shall take reasonable steps to inform such Customer of such events or circumstances and to seek further instructions. If such further instructions are not timeously received by the Company in writing, the Company shall, at its sole discretion, be entitled to detain, return, store, sell, abandon, or destroy all or part of the Goods concerned at the risk and expense of the Customer.

13. DANGEROUS, VALUABLE AND FRAGILE GOODS

13.1. It is the Customer's responsibility to ensure that it complies with all regulations applicable to the carriage of dangerous or hazardous goods.

13.2. Dangerous Goods to be tendered to the Company or its agents shall be prominently marked on the outside so as to identify the Goods, indicate the nature and character thereof and give confirmation that the Goods and/or its packaging complies with any applicable laws, regulations or requirements of any authority or carrier.

13.3. The Customer is cautioned to avoid tendering Goods which are exceptionally fragile or valuable and should it do so, the Customer is obliged to pack and label such Goods to minimize the additional risks to which such Goods may be exposed to.

13.4. The Customer shall bear all risks of carriage, known and unknown, foreseeable, or otherwise, including loading and offloading until delivery is affected and indemnifies the Company against any direct or indirect damages/harm/loss of whatsoever nature which may befall any person or entity caused by or resulting from the carriage of dangerous Goods and / or valuable and / or fragile Goods.

13.5. If any dangerous Goods are tendered to the Company without the relevant labelling and / or documentation, the Goods may at any time be destroyed, disposed of, abandoned or rendered harmless at the sole discretion of the Company and at the risk and expense of the Customer, without any compensation to the Customer or any other party and without prejudice to the Company's right to its charges and/or fees including the costs of destruction or disposal.

13.6. Goods carried or handled by the Company may be subject to security screening, including but not limited to the use of x-ray, explosive trace detection and other security screening methods and the Customer accepts that its Goods may be opened, and the contents may be examined in transit.

13.7. The Company and / or any governmental authority including SAPS and/or Private Security may open and inspect the Customer's Goods at any time, without any notification to the Customer.

14. LIEN

14.1. The Company shall have a lien over all Goods, irrespective of whether the Customer is the owner of the Goods or is acting on behalf of a third party, as security for any claim the Company has against the Customer.

14.2.If the Customer does not dispute the Company's claim within 30 (thirty) days after receiving notice that the Company is exercising its lien and intends selling the goods in its possession to reduce the Customer's indebtedness to it, then the Company shall have the right to, in its sole discretion sell, either by public auction or private treaty the whole or any part of the Goods and to apply the proceeds of any such sale, after deducting all expenses attendant thereupon, in payment of/or towards any sum due by the Customer to the Company and to pay over to the Customer any surplus, if any, and without interest.

14.3. The Customer hereby expressly appoints the Company as its agent and hereby grants it full authority to act as aforesaid in regard to the sale of the Goods and the appropriation of the proceeds thereof in terms of this clause 14.

14.4. It is recorded that notwithstanding the Company exercising its lien in terms of this clause 14, it will not release the Customer from any of its obligations under these terms and conditions and in the event of any shortfall still due to the Company, after the Company having exercised its lien hereunder, the Customer shall remain liable for any such shortfall and the Company reserves its right to exercise all and any remedies available to it under law to recover the same.

14.5. It is expressly agreed that the Company shall under no circumstances whatsoever be liable for any loss of income, loss of profits, loss of markets, loss of reputation, loss of customers, loss of use, or for any indirect, incidental, special, or consequential damages or loss howsoever caused in exercising its lien under this clause 14.

15.ENTRY TO THE COMPANY'S PREMISES

15.1. The Customer hereby agrees that it will not have any claim for damages of whatsoever nature, against the Company, arising from or regarding any personal injury or any injury to an employee, any damage caused to any person, company or employee, property, including loss of property, when entering and whilst on the premises/property of the Company.

15.2. The Customer further acknowledges that entry to the Company's premises/property is at its, its employees or any other person on its behalf's sole risk.

16. COMPANY ENTITLED TO ACT AS AGENT OR PRINCIPAL IN CONTRACTING

16.1. Unless otherwise agreed in writing, the Company in procuring the carriage, storage, packing or handling of goods shall be entitled to act either as an agent for and on behalf of the Customer or as a principal, as it in its absolute discretion deems fit.

16.2. The offer and acceptance of a fixed price for the accomplishment of any task shall not itself determine whether such task is to be arranged by the Company acting as agent or as a principal.

16.3. The Customer acknowledges that when the Company, as agent for and on behalf of the Customer, concludes any contract with a third party, such agreement is concluded between the Customer and the third party.

16.4. Unless otherwise agreed in writing, the Company, when acting as agent for and on behalf of the Customer, shall be entitled to enter into any contract it reasonably deems necessary or requisite for the fulfilment of the Customer's instructions.

17. SUBCONTRACTING.

17.1 Any business entrusted by the Customer to the Company may, in the absolute discretion of the Company, be fulfilled by the Company itself, by its own servants performing part or all of the relevant services, or by the Company employing, or entrusting the goods or services to third parties on such conditions as may be stipulated by, or negotiated with, such third parties for the purposes of such services, or such part thereof as they may be employed to carry out.

17.2.Where the Company employs third parties to perform all or any of the functions which it has agreed to perform, the Customer agrees that the Company shall have no responsibility or liability to its Customer for any act or omission of such third party, even though the Company may be responsible for the payment of such third party's charges; but the Company shall, if suitably indemnified against all costs, (including attorney and client costs) which may be incurred or awarded against the Company, take such action against the third party on the Customer's behalf as the Customer may direct.

18. NOTICES AND DOMICILIUM

18.1. The Customer chooses as its domicilia citandi et executandi for the purpose of receiving any notice, the serving of any process or for any purpose arising from this Agreement at the street address and accounts person email address reflected on the first page of the Credit Application Form. 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.

18.2. The Customer may by notice to the Company change its chosen email address, as well as its chosen street address to another street address in the Republic of South Africa.

18.3. Any Notice required or permitted to be given or made in terms of this Agreement shall be valid and effective only if in writing, but it shall be competent to give notice by email.

18.4. Notwithstanding the aforesaid, a written Notice actually received by a party shall be an adequate written Notice to it notwithstanding that it was not sent to or delivered at its chosen physical address or chosen email address.

19. DEFAULT AND BREACH

19.1. The Customer will be in default of this Agreement if, a) it does not pay any amount payable to the Company under this Agreement on the due date (no prior written notice of this breach to the Customer is required); or b) it breaches any of the terms and conditions of this Agreement, and fails to remedy the breach within 7 (seven) days of receiving written notice to do so; or c) if any representation or warranty made in connection with this Agreement or any other documents supplied by the Customer is materially incorrect or false; or d) if any person who furnished security to the Company in respect of this Agreement (such as surety), commits any breach of his/her obligations to the Company under this Agreement; or e) the Customer or any person who furnished security in respect of this Agreement, is placed in liquidation / sequestration, is deemed to be unable to pay its debts, resolves that it voluntarily begin business rescue proceedings or has any business rescue proceedings commenced against it.

19.2. If the Customer is in default of this Agreement, the Company may be permitted in law and without prejudice to any of its other rights, to suspend delivery and the provision of the Services, demand immediate payment of all then outstanding amounts (including those not yet due) (in which event all amounts then outstanding (but not yet due) shall immediately become due and payable), terminate this Agreement and enforce any security furnished in respect of this Agreement.

20. VARIATION, AMENDMENT AND GENERAL

20.1. subject to clause 20.8. These terms and conditions constitute the whole agreement between the Parties and no additions, variations, alterations, (including this clause 20) or consents to cancellation shall be of any force or effect, unless reduced to writing and signed by or on behalf of the duly authorized representative of both parties.

20.2. Each provision herein contained is severable, the one from the other, and if at any time any provision is or becomes or is found to be illegal, invalid, defective, or unenforceable for any reason by any competent court, the remaining provisions shall be of full force and effect.

20.3. No relaxation or indulgence which the Company may grant to the Customer shall constitute a waiver of the Company's rights and shall not preclude the Company from exercising any rights which may have arisen in the past or which might arise in the future nor shall any single or partial exercise of any remedy or right preclude any further exercise of the same or the exercise of any other remedy or right.

20.4. These terms and conditions do not alter the Customer's statutory rights, in respect of the Consumer Protection Act, 68 of 2008 (as amended) and the National Credit Act, 34 of 2005 (as amended), each to the extent applicable, and insofar as any provision of these T&C's is found by a court to contravene the provisions of any applicable law, the offending provision shall be deemed to be amended and/or altered and/or severed to conform with the applicable law, and such amendment and/or alteration shall not in any way affect the remaining provisions of these terms and conditions.

20.5. These terms and conditions shall be governed and interpreted in accordance with the laws of the Republic of South Africa.

20.6. The Company shall be entitled to cede its rights under the Agreement to any third party by giving the Customer 30 (thirty) days' written notice of such intention and without the written approval or consent of the Customer. The Customer shall not be entitled to cede its rights and / or obligations under this Agreement to any third party.

20.7. The Agreement may be signed in any number of counterparts. Each counterpart is an original and all counterparts taken together constitute one and the same instrument.

20.8. The Company at its sole discretion, reserves the right to amend these terms and conditions from time to time with thirty (30) days notice, beyond which, the new draft of these terms and conditions will be of full force and effect.

21. PROTECTION OF PERSONAL INFORMATION

21.1. The Customer confirms that it agrees on its behalf and on behalf of the Customer's directors, shareholders, members, partners and associates that the Company is entitled, at any time, to communicate with any person to obtain and provide any information relating to Customer's payment behaviours, creditworthiness or defaults, and the Customer hereby consents to the Company sharing such information with third parties including its associates, credit bureau and funders for any purpose as contemplated in POPIA.

21.2. The Customer agrees that the Company may make enquiries to confirm and verify any information the Customer provided in its application.

21.3. The Customer acknowledges and expressly consents that the Company may:

21.3.1. process the Customer's personal information to conclude the Agreement with the Customer and for purposes of providing Services to the Customer; and / or

21.3.2. process and disclose the Customer's personal information for purposes of the prevention, detection and reporting of fraud and criminal activities, the identification of the proceeds of unlawful activities and the combating of money laundering activities; and / or

21.3.3. process and report on the Customer's personal information to comply with an obligation imposed by applicable laws on the Company; and / or

21.3.4. provide the Customer's personal information to the Company's subsidiaries and associated entities for purposes of marketing and referring potential business opportunities within the Company's associated group of companies.

21.4. The Customer has the right to access its personal information held by the Company and the Company shall grant the Customer such access during office hours within a reasonable time after receiving a written request for access.

21.5. By using the Services and / or by the Customer providing the Company with its personal information (and those of other data subjects), the Customer consents to the Company processing its personal information (and those of other data subjects), which the Company undertakes to process strictly in accordance with the Privacy Policy and POPIA.

22. CONFIDENTIALITY

22.1. Notwithstanding the cancellation or termination of the Services and/or this Agreement, the Customer shall not disclose to any person or use in any manner whatever the Company's confidential information or service costs, provided that the Customer may disclose the Company's confidential information and the existence and contents of this Agreement:

22.1.1. to the extent required by Law (other than in terms of a contractual obligation of the Customer).

22.1.2. to, and permit the use thereof by, its employees, representatives, and professional advisers to the extent strictly necessary for the purpose of implementing or enforcing this Agreement or obtaining professional advice or conducting its business.

22.2. It is specifically agreed that any disclosure or use by any such employee, representative or adviser of such confidential or other information for any other purpose shall constitute a breach by the Customer.