



Load Runners SA

LRSZA Pty Ltd t/a Load Runners SA

Vat: 4790264628

Co Reg: 2013/179525/07

PHYSICAL ADDRESS

UNIT 27

126 14th AVENUE

ANDERBOLT

BOKSBURG

GAUTENG

SOUTH AFRICA

TEL: (010) 035 0253

TEL: (010) 035 0254

**ACCOUNTS REGISTERED WITH, STANDARD TRADING TERMS of LRSZA Pty Ltd t/a Load Runners SA Reg No
2013/179525/07, VAT No 4790264628**

Hereinafter jointly and severally referred to as "THE SUPPLIER"

1. Name (in full)

.....

(Herein referred to as "THE CUSTOMER")

2. Trading name (if not as above)

.....

3. Type of Business -Please circle as relevant Limited Co. Pty Ltd, CC, Partnership, Sole Proprietorship

4. Business Registration No VAT

5. Nature of business

6. Business commencement Date:

7. Physical address:

8. Postal address

9. Telephone No Tel No:

10. Accounts queries:

Contact Person: Tel No:

Email Address: Cell No:

11. Premises: LANDLORD:BONDHOLDER (if owned):

12. Names and addresses and 1.0. numbers of Directors/Partners/Members

Full Name Full Name

Address Address

Cell No Cell No

ID No ID No

13. Name of holding company.....

14. Names of associate companies.....

15. Names of subsidiary companies

16. Bankers: Branch Code:

Branch Name: Account No



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Auditors Name..... Tel No:.....

18. Trade References (minimum three)

Company Name: Tel..... Contact:

Company Name: Tel..... Contact:

Company Name: Tel..... Contact:

19. The CUSTOMER confirms that it is not trading in precarious or insolvent circumstances:

20. Minimum Credit Required.....

21. Maximum Credit Required

22. Settlement Terms 30 days nett from date of statement.

The Customer acknowledges that the information provided above will be relied by the SUPPLIER to determine whether or not to extend credit facilities to the CUSTOMER and the CUSTOMER confirms that every item of information given is material to the aforesaid purpose and warrants that all answers are true to the correct and agrees to be bound by the SUPPLIERS STANDARD & EXTENDED TERMS AND CONDITIONS attached hereto:

SIGNED AT ON THIS DAY OF, 2017

SIGNATURE:

FULL NAMES:

IDENTITY:

CONTRACT FOR CARRIAGE

All business undertaken by the Courier is subject to the following terms and conditions:

1. For the purposes of the contract for carriage:
 - 1.1. "the Courier" shall mean LRSZA Pty Ltd (Proprietary) Limited, registered in South Africa under the company registration number 2013/179525/07 and any subsidiary or associated companies thereof
 - 1.2. "carriage" shall mean all forms of transport and related activities undertaken by the Courier on behalf of Clients in respect of the goods
 - 1.3. "the Client" shall mean the party on whose behalf the Courier took possession of the goods in good faith, whether that is the sender, the party billed, the consignee, the true owner, or any other party with an interest in the goods or on whose behalf the carriage has taken place
 - 1.4. "the goods" shall mean all packages, parcels, or items taken into possession by the Courier for carriage on behalf of the Client
2. It is agreed that the Courier is not a public or common carrier
3. The Courier has the right to refuse to accept any goods for carriage, and will in those circumstances furnish the Client with reasons for such refusal.
4. The Courier will be entitled to select the appropriate methods of transport and handling to be used in the carriage, but in doing so, will have regard to the service level requested by the Client.
5. The instruction from the Client to the Courier in respect of any carriage shall be made on the Courier's official contract for carriage / dispatch document or waybill, (whether in hard copy or electronic format) which is to be fully and accurately completed by the sender at the time that the goods are received by the Courier. The person signing the contract for carriage / dispatch or waybill document, if someone other than the Billing Client, confirms that it is duly authorized to order the carriage by the Courier and to conclude this agreement on behalf of the billing Client. In the event that the Client is not the owner of the goods, the Client hereby confirms that it is duly authorized to enter into this agreement on behalf of the true owner of the goods.
6. The Courier publishes its tariff of charges in respect of carriage, and amends same, from time to time and it is agreed that the Courier is entitled to charge the Client in accordance with such published tariff, as amended from time to time. If the Courier and the Client conclude a separate agreement on specific charges in regard to the carriage, different to such tariff, then such separate agreement will only be



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binding on the parties when reduced to writing and signed by both parties. If the Courier is obliged to pay any disbursements in respect of the carriage, it is agreed that the Courier may recover such disbursements from the Client, in addition to the tariff or agreed charges in respect of the carriage.

7. The Client shall pay the Courier in respect of the carriage within a maximum of 30 (thirty) days from date of the Courier's statement to the Client. If the Client fails to do so; the Courier may charge the Client interest on overdue amounts at the maximum legal interest rate prevailing at the time that amounts are overdue.
8. The Client may raise queries on the Courier's invoice during this 30 (thirty) day period and the Courier will resolve such queries during this period. If no queries are timeously raised, the Courier's invoice is deemed correct and undisputed.
9. Even if queries are raised by the Client which are not resolved within the 30 (thirty) day period, that Client is liable to pay within the 30 (thirty) day period, all undisputed items on the Courier's invoices.
10. The Client is not entitled to withhold payment of any amount due to the Courier beyond the due date for payment. The Client is not entitled to set off and alleged damages or loss which the Client has suffered in respect of the goods against any amount due, owing and payable to the Courier.
11. The Client shall remain responsible to the Courier for all charges until they are paid. The Courier shall not collect any monies at the time of delivery and no employee of the Courier is authorized to do so.
12. This contract is subject to the client agreeing to the extended Terms & Conditions of Carriage which includes direct loads.

12. Exclusions and. Limitations of Liability

- 12.1. The Courier will be liable to the Client for physical, direct losses and damages in respect of the goods, if such physical direct losses or damages are caused directly by the negligence or fault based conduct or omissions of the Courier, from the time that the Courier takes possession of the goods until the time that the Courier correctly delivers the goods to the designated consignee.
- 12.2. Correct delivery to the designated consignee will be deemed to have taken place when the Courier receives a **signed proof of delivery** from the consignee confirming receipt of the goods without any discrepancy in respect of the goods being noted on the proof of delivery.
- 12.3. The Courier is not liable for any physical direct losses and damages in respect of the goods, or for delays in delivery or failure to perform services, which are caused by Acts of God, including but not limited to floods, fires, earthquakes, abnormal weather conditions, strikes, labor unrest, embargoes, civil commotion, war, riots, acts of terrorism, hijackings, and any other acts beyond the reasonable control of the Courier.
- 12.4. The Courier does not know the nature and value of the goods it receives for carriage. Accordingly, the Courier is entitled to assume that all goods handed to it for carriage are worth R10,000.00 or less in value, and the Courier bases its charges (including a liability surcharge) on such assumed value.
- 12.5. The Client accordingly agrees that the maximum liability of the Courier to the Client in respect of goods handed to the Courier for carriage shall not exceed R10,000.00 per shipment, unless the Client has in advance of the carriage disclosed to the Courier in writing, by declaring on the face of the contract for carriage / dispatch note or waybill, or by logging the value electronically, that the goods are worth more than R10,000.00 and that the Client accordingly requires the Courier to accept liability for a greater amount.
- 12.6. If the Client requires the Courier to accept a greater liability than R10,000.00 per shipment, then the Courier will only accept such greater liability if the Client pays an additional liability surcharge in respect of the shipment.
- 12.7. If the Client's goods are lost or damaged whilst in the possession of the Courier, the Courier will be liable to pay to the Client the proved cost of repair, or the purchase/replacement cost of the goods, whichever is the lesser amount, but if the Client did not declare a greater value for the goods prior to carriage, then the maximum liability of the Courier to the Client for loss or damage will be the assumed value of the goods, being R10,000.00 per shipment.
- 12.8. If the Courier is liable to pay any amount to the client for loss or damage in terms of the preceding clauses, then the Courier shall have the right of salvage in respect of those goods, and the client shall be obliged to reasonably assist the Courier to exercise such salvage right.
- 12.9. The Client is also able to declare in writing on the face of the contract for carriage / dispatch note, the value of any incidental cost which may be incurred by the Client if caused as a direct result of the Courier's delay, of more than 6 (six) hours in the case of express shipments, and a delay of more than 24 (twenty-four) hours in the case of economy shipments. Again, if such declared incidental cost is declared by the Client, the Courier will accept liability for the declared incidental cost, subject to the Courier charging the Client an additional liability surcharge.
- 12.10. If the Client does not declare an incidental cost value prior to carriage, the Courier will not be liable for any incidental costs incurred by the Client, including but not limited to fines, penalties, loss of profit and the like.
- 12.11. Subject to Clause 12.1 the Courier's liability to the Client for physical direct loss or damage to the goods is also subject to the exclusions set out in the 'Institute Cargo Clauses A and Strikes (Cargo) Clauses' issued by the Sanlam Marine Underwriters as amended by them from time to time.
- 12.12. The Courier's maximum liability to the Client for direct losses or damages in relation to the carriage or goods in the Courier's possession, custody or control shall never exceed R 100 000.00 per shipment, no matter what value is declared in respect of the goods or in respect of incidental costs as the Courier will not charge a liability surcharge for any amount greater than R100 000, 00 per shipment.
- 12.13. Any claim by the Client in respect of direct loss or damage to the goods or in respect of incidental cost, must be submitted in writing within 15 days of date of dispatch, failing which the claim will be deemed waived by the Client and rejected by the Courier who will bear no liability to the Client whatsoever.
- 12.14. The Courier does not carry dangerous goods. If the Client nevertheless hands over dangerous goods to the Courier for carriage (regardless of whether the Courier has been advised of the nature of the goods), the Client agrees that it is fully responsible for ensuring that all requirements in relation to their carriage are complied with and that all relevant information is conveyed to the Courier by written notice, including but not limited to classification of the goods, proper packaging and presentation of the goods, preparation of the legally required declarations and labels. The Client furthermore agrees that any liability of any nature caused by, or arising from the carriage of dangerous goods in any circumstances will be for the Client's account.
- 12.15. The Courier does not wish to carry fragile or valuable goods, but if the Client nevertheless chooses to hand over such goods to the Courier (regardless of whether the Courier has been advised of the nature of the goods), then the Client shall pack and label such goods to minimize the additional risk associated with the carriage of such goods, and the Client agrees that the Courier will bear no liability whatsoever regarding these goods howsoever caused.
- 12.16. The Courier does not accept for carriage any of the following classes of goods, and the Client therefore agrees that the Courier will bear no liability whatsoever regarding carriage of:
 - 12.16.1. Precious stones and metals, jeweler, and negotiable instruments;
 - 12.16.2. Works of art, heirlooms and other irreplaceable, sentimental, or priceless items, including unique articles such as samples whose cost of creation is materially different to the normal cost of such goods;



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- 12.16.3. Any goods exceeding R 3 000.00 of value per kilogram of gross mass;
12.16.4. Perishable goods or goods likely to contaminate other goods or attract pests, radioactive materials, explosives, and livestock.
12.17. The Client indemnifies the Courier against any claim of any nature whatsoever made against the Courier by any person or entity because of loss, damage, or delay in respect of the goods, which exceeds the agreed exclusions and limits of liability set out above.
13. If the Courier is unable to effect delivery of the goods, for reasons outside the control of the Courier, the Courier will take reasonable steps to return the goods to the Client at the cost of the Client.
14. The parties hereby consent to the authority of the Magistrate's Court in terms of Section 45 of the Magistrate's Court Act No. 32 of 1944 as amended, in respect of any legal action which may arise out of this contract for carriage.
15. Should either party institute legal action against the other arising out of this contract for carriage, it is agreed that the successful party shall be entitled to claim the legal costs incurred by it from the unsuccessful party on an attorney and Client basis.
16. The parties choose as their domicile citandi et executandi (physical address where all notices and processes of court will be served) for the delivery of all notices in terms of this contract for carriage, the address appearing on the written credit application or underlying contract signed by the parties.
17. It is agreed that this contract for carriage is the only binding and enforceable agreement between the parties, and that there is no verbal or written terms and conditions, whether express or implied, which are binding and or enforceable between the parties if they are not contained in this written contract for carriage.
18. This written contract for carriage may not be varied, amended, or cancelled unless such variation, amendment or cancellation is contained in a written document signed by both parties.
19. No relaxation or indulgence which either party may grant to the other is a waiver of the rights of that party, and that party shall not be precluded from exercising any rights which may have arisen in the past or which may arise in future.
20. This agreement and its interpretation are subject to the laws of the Republic of South Africa.

Company's Registered Name:

Authorized Signatory.....

Signature:

Date: