



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

STANDARD TRADING CONDITIONS OF LRSZA PTY LTD TRADING AS LOAD RUNNERS SA

1. In these conditions "The Company" means LRSZA Pty Ltd trading as Load Runners SA.
2. "The Client" means the company or individual requesting the service.
3. "Goods" " means articles of whatever nature which the Company has accepted for carriage from one address to another.
4. "Shipment" means those Goods carried by the Company in respect of a specific Instruction.
5. "Supplier / sub – contractor" means transport companies or truck owners with whom the Company has contracted with for a period of time, immediately before or after conclusion of this contract.
6. "Waybill" means the LRSZA official instruction received from client or any other dispatch note which by agreement between the Parties contain the Client's instructions.
7. All Goods are carried at the risk of the Client and receiver of the Goods and the Client indemnifies and holds the Company harmless in respect of any and all direct or indirect loss or damages (including loss of profits and consequential loss) of whatsoever nature arising, including but not limited to, any negligent act or omission from the Carriage of the Goods by the Company or any of its representatives or associates or employees.
8. Should it however be found in spite of clause 7 above that the Company is liable for loss or damages as contemplated in clause 7 above, such liability shall be limited to a maximum of R10,000.00 (ten thousand rand per shipment) carried or 10% of its value, whichever is the smallest, and only if the client agreed to our insurance administration fee per waybill.
9. The Company will not procure or be responsible for procuring its own insurance cover in relation to the Goods and the carriage service provided by the Company, but the Client will be responsible to procure such insurance. The company does carry contingency liability Goods in Transit Insurance for R500,000.00 in case of hijacking. The customer must cover the excess of a claim if they do not carry their own goods in transit insurance.
10. The Company will not provide any services in respect of Goods which are, in the sole opinion of the Company, prohibited Goods. The Company reserves the right to inspect all Goods before shipment. By completing the Company Waybill, the Client confirms that the Goods are not prohibited. However, the Company reserves the right to subject the Goods to security screening.
11. All payments for the Services shall be made to the Company via electronic transfer into the bank account of the Company reflected on the tax invoices rendered by the Company.



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12. All Company invoices are payable on presentation and interest will be charged at 2% per annum on all amounts overdue, calculated on a daily basis from the due date of payment until the actual date of payment.
13. All amounts payable by the Client to the Company are exclusive of VAT and shall be settled in full without deduction or set – off.
14. Ownership of cargo transported remain the companies until the transport fees have been paid for in full. The company reserves the right to reclaim goods delivered should the agreed transport fees not be received in full within the required time period.
15. Goods re-claimed or held due to transport fees not being paid will be stored for a period of 6 weeks and notification of sale will be sent to the sender to notify him of sale of goods to recover the cost of the transport fees. Storage fees for storage of goods due to non-payment will be charged daily until full payment has been received into the companies' bank account.
16. The Company will use its best endeavors to effect the Services at the time requested by the Client, such time indicated is an estimate only. The route and method by which the Company carries the Goods shall be at the Company's sole discretion and the Company cannot guarantee delivery at such specific time.
17. The Company will not be liable for any loss or damage, directly or indirectly, including loss of income, loss of profit or consequential damages howsoever arising which may be caused to the Client or any of its associates through the carriage of the Goods by the Company or its representatives, associates or employees.
18. The Company will not be liable to the Client if it is unable to fulfill any of its obligations towards the Client as a result of circumstances beyond the Company's control, such as, (but not limited to):
 - 18.1 acts of God including earthquakes, cyclones, storms, flooding, fire, disease, fog, snow or frost; and
 - 18.2 force majeure including (but not limited to) war, hostilities, invasion, act of foreign enemies, rebellion, terrorism, revolution, insurrection, military or usurped power and civil war, riot, strike, disruptions in air or ground transportation networks.
19. The Client shall not, for the duration of his contract and for a period of 12 (TWELVE) months after the completion or termination of his Contract, without the prior written consent of the Company, either directly or indirectly, on the Client's own behalf or in the service or on behalf of others, procure or attempt to procure the business of any of the Companies' Suppliers or Sub –



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- Contractors. Should the Client be found to be in breach of this clause 16, the Client shall be liable to the Company for liquidated damages, calculated by the average profit per load generated by the Client in the (3) three months preceding the breach multiplied by the number of loads transported in such breach.
20. Each truck carries a specific payload depending on the size of the vehicle. Drivers can advise on the distribution of the load on each axle. The company does not take responsibility for fines incurred on incorrect weights loaded onto the vehicle as the vehicle does not carry an in-transit scale. Should the vehicle be fined at any weighbridge on route to its destination for overloading, the client will be responsible for the overloading fine.
 21. Should a truck be booked and not loaded on the day as ordered by the client, a cancellation fee will be charged for the fuel and driver expenses for the day. Should the vehicle not load the cargo the following day we reserve our right to charge the amount quoted for the transport unless the truck can be routed to another loading point to load a similar load at the same quoted charge.
 22. Instructions are carried out as per written instruction or load confirmation as received by client ordering the transport of the specific load. If the required equipment has not been specified on the instruction and the vehicle cannot be loaded, the cancellation fee for turning the truck away will be charged.
 23. The company undertakes to provide original proof of delivery documentation by the clients required cut-off date where possible. Should these documents not be delivered by such requested time, the client who maintains a 30-day account may pay the invoice for the specific load in the following month. By no means will payment be held or dismissed for not delivering such documents to the client within the time specified whether the client is an account holder or a cash client.
 24. Our waybill serves as our formal proof of delivery, where our waybill pod cannot be provided a signed trip sheet or sub-contractors pod will also be sufficient proof of delivery.