



**CORSAIR LOGISTICS (PTY) LIMITED
STANDARD TRADING CONDITIONS**

1. INTERPRETATION AND DEFINITIONS

- 1.1. Unless a contrary intention clearly appears, the words importing:
- 1.1.1 any one gender and pronouns of a gender, includes the corresponding pronouns and other two genders;
 - 1.1.2 the singular includes the plural and *vice versa*;
 - 1.1.3 words and phrases denoting natural persons also denote the plural and *vice versa*;
 - 1.1.4 words and phrases denoting natural persons refer also to juristic person and *vice versa*,
- 1.2 This agreement constitutes the sole memorandum of the agreement between the parties relating to the subject matter hereof and addition hereto or consensual cancellation, variation or novation hereof shall be of any force or effect unless reduced to writing and signed by the relevant parties.
- 1.3 No indulgence granted by any party to any of the others in regard to the enforcement of its rights under this agreement shall be construed as a waiver of such rights (unless expressed as such in a written document signed by the indulgent party) nor shall it serve to estop the indulgent party from strictly enforcing its rights in the event of a subsequent breach thereof.
- 1.4 If any provision in a definition is a substantive provision conferring rights or imposing obligations on any party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the body of the agreement.
- 1.5 When any number of days is prescribed in this agreement, same shall be reckoned exclusively of the first day and inclusively of the last day unless the last day falls on a Saturday, Sunday or public holiday, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.
- 1.6 Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.
- 1.7 Expressions defined in this agreement shall bear the same meanings in schedules or annexures to this agreement which do not themselves contain their own definitions.
- 1.8 Any reference to an enactment is to that enactment as at the date of signature hereof and as amended or re-enacted from time to time.
- 1.9 The use of the word "including" followed by a specific example will not be construed as limiting the meaning of the general wording preceding it and the *eiusdem generis* rule will not be applied in the interpretation of such general wording or such specific example.
- 1.10 The rule of construction that the contract shall be interpreted against the party responsible for the drafting or preparation of this agreement shall not apply.
- 1.11 The headings of all clause in this Agreement are inserted for convenience only and shall not be relevant for the purpose of interpretation.
- 1.12. Unless inconsistent with the context, an expression which denotes:
- 1.12.1. the singular includes the plural and *vice versa*;

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- 1.12.2. any gender includes the other genders;
- 1.12.3. a natural person includes an artificial/juristic person and vice versa.
- 1.13. Unless the context makes it clear otherwise, the following words shall have the meanings that are set out below:
 - 1.1.1. "Agreement" means this written document titled Standard Trading Conditions, together with quotations, annexures and credit application, together with amendments from time to time;
 - 1.1.2. 'BUSINESS' means all and any business undertaken, which may also be referred to as a "transaction", including any advice, information or service provided, whether gratuitously or not, by the COMPANY on behalf of the CUSTOMER;
 - 1.1.3. 'COMPANY' means Corsair Logistics (Pty) Limited, with registration number 2000/012493/07;
 - 1.1.4. 'CONTAINER' means the standardised, re-sealable transportation box for unitized freight handling, constructed to the specifications of the International Standards Organisation, including all its ancillary equipment.
 - 1.1.5. 'CUSTOMER' shall mean any person at whose request or on whose behalf the COMPANY undertakes to render any BUSINESS, and in the case of this Agreement, the party identified as the Customer on the Credit Application and/or Quotation documents;
 - 1.1.6. 'GOODS' mean any goods coming under the control of the COMPANY on behalf of the CUSTOMER and shall include CONTAINER/S, transportable tank, bolster, pallet, package or other covering not supplied by or on behalf of the COMPANY;
 - 1.1.7. 'PARTY/IES' means the Customer and the Company referred to together.

2. Applications of Standard Trading Conditions and Other Provisions

- 2.1. All BUSINESS undertaken by the COMPANY on behalf of the Customer is subject to this Agreement, which includes these STANDARD TRADING CONDITIONS.
- 2.2. The COMPANY deals with GOODS only on the basis set out in this Agreement, and will not be deemed or considered to act as a common or public carrier.
- 2.3. Unless the PARTIES agree otherwise in writing, this Agreement will apply to all transactions and BUSINESS between the PARTIES, even if the Customer has its own trading terms and conditions.
- 2.4. No agent or employee of the COMPANY, other than a director or an individual authorised by the board of directors, has the COMPANY's authority to alter or vary this Agreement.
- 2.5. The CUSTOMER warrants that the person concluding and signing this Agreement, including the Credit Application and the acceptance of any quotation, it has authority to engage the services of the COMPANY and to contract with it.
- 2.6. The person representing the CUSTOMER in contracting with the COMPANY warrants that s/he is duly authorised to do so.
- 2.7. In the event that any BUSINESS undertaken by the COMPANY is subject to the provisions of any prevailing legislation (which includes for these purposes municipal or other legislative authority, act or regulation), then this Agreement must be read as subject to such legislation.
- 2.8. In the event that the COMPANY is subject to the terms and conditions of a third party service provider in the course of performing its obligations to the CUSTOMER (whether acting as agents or subcontractors to the COMPANY or not), then to the extent that the third party's terms and conditions do not conflict with this Agreement but contain more stringent or onerous terms and/or conditions than those of the COMPANY they shall be incorporated as part of this Agreement and will therefore apply to the CUSTOMER.

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- 2.9. This Agreement will be applicable to any further or additional work carried out for the CUSTOMER.
- 2.10. The COMPANY is entitled to amend this Agreement and to publish supplementary terms and conditions. All amendments and supplements shall take effect thirty (30) days from the date on which such amendment or supplement is brought to the Customer's notice.

3. Quotations

- 3.1. Quotations based on dimensions and weights furnished by a CUSTOMER shall be subject to alteration in the event of actual dimensions and weights proving different to those so provided. Where necessary, the COMPANY may delay the collection of a load until abnormal permits have been obtained or amended accordingly.
- 3.2. Quotations for classes of GOODS and destinations not covered by the COMPANY's permit issued under the Road Transportation Act are given on condition that a Temporary Permit can be obtained under that Act.
- 3.3. Unless specified otherwise within the body of any quotation given by the COMPANY, reference to tonnage shall be deemed to refer to metric tonnes (i.e. 1 000 kilograms).

4. Instructions by the Customer

- 4.1. Wherever it is necessary for the purpose of this Agreement, or any other purpose whatever, instructions to the COMPANY are valid only if:
- 4.1.1. they are given timeously in relation to the matter and/or transaction in question. In the event that any instruction is given late, it shall be the CUSTOMER's responsibility to confirm that the instruction is received and that it is possible to action it;
- 4.1.2. must either be given in writing or, if owing to the urgency of the situation it is not practical to give same in writing, instructions that are given orally must be confirmed in writing as soon as reasonably possible thereafter;
- 4.2. In the absence of valid, written instructions, the PARTIES agree that the COMPANY reserves the right to determine the means, route and procedures to be followed in carrying out such an instruction for any BUSINESS.
- 4.3. If at any stage in a transaction the COMPANY reasonably believes that there is a justifiable reason making it advisable in the CUSTOMER's interest to depart from any of the CUSTOMER's instructions, the COMPANY shall be permitted to do so. Where such a deviation results in any additional charges, the COMPANY will, as soon as reasonably possible, notify the CUSTOMER of the need for the deviation and the additional cost. The PARTIES agree that the COMPANY shall not incur any liability as a result.

5. Description of Goods

- 5.1. The CUSTOMER shall, prior to delivery of the GOODS to the COMPANY, provide the COMPANY with documentation giving a full and accurate description of the GOODS.
- 5.2. The CUSTOMER warrants the accuracy of that and all other descriptions, values and other particulars in respect of the GOODS furnished to the COMPANY for, *inter alia*, Customs, Consular and other purposes. The CUSTOMER shall indemnify the COMPANY against all losses, damages, expenses, costs and/or fines arising from any inaccuracy or omission in this respect.
- 5.3. All GOODS in respect of which the COMPANY does not receive the documentation giving a full, accurate description, prior to their delivery to the COMPANY shall be handled by the COMPANY's employees, servants, agents and/or independent contractors entirely at the CUSTOMER's risk.
- 5.4. In all cases where there is a choice of tariff, rates or premiums offered by carriers, warehousemen, underwriters or other relevant party, depending upon the value declared or the extent of the liability assumed by the carrier, warehousemen, underwriter or other relevant party, it shall be at the discretion of the COMPANY as to what declaration, if any, shall be made and what liability, if any,

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shall be imposed on the carrier, warehousemen, underwriter or other relevant party, unless express instructions, in writing are timeously given by the CUSTOMER.

- 5.5. The COMPANY shall not be obliged to make any declaration for the purpose of any statute or convention or contract as to the nature of GOODS or as to any special interest in delivery or otherwise unless expressly instructed by the CUSTOMER in writing to do so. In particular, in the Republic of South Africa, the COMPANY shall be under no obligation unless written instructions to that effect are given to the COMPANY – to make any declaration or to seek any special protection or cover from the South African Transport Services, or from any other carrier, in respect of any GOODS which are, or fall within the definition by that body of 'dangerous goods' or 'goods liable to be stored in the open'.

6. Packing

- 6.1. Except where the COMPANY is instructed to pack the GOODS, the CUSTOMER shall ensure, and so warrants, that all GOODS have been properly and sufficiently packed and/or prepared.

7. Containers

- 7.1. The COMPANY is not a CONTAINER owner, lessor or operator and is, consequently, not under any obligation to provide CONTAINERS.
- 7.2. The CUSTOMER warrants the suitability and safety of all CONTAINERS that are utilised for any transaction.

8. Marking

- 8.1. The CUSTOMER warrants that all GOODS have been properly and sufficiently marked for the purposes of the BUSINESS. To this end, the CUSTOMER indemnifies the COMPANY against all losses, damages, expenses, costs and fines arising from any inaccuracy or omission in that respect.
- 8.2. All GOODS which are not properly and sufficiently marked shall be handled by the COMPANY, its servants, agents and independent contractors entirely at the CUSTOMER's risk.

9. Inspection

- 9.1. The COMPANY shall at all times be entitled, but not obliged to, unpack any cargo comprising the GOODS to inspect same and establish the nature and sufficiency of the packing. The cost of repacking the cargo shall be borne by the CUSTOMER.
- 9.2. The COMPANY shall at all times be entitled, but not obliged, to inspect any cargo comprising the GOODS and shall be entitled to refuse to accept any such cargo, whether packed or not, which in its sole discretion appears in any way to be damaged or unsafe for handling, storage or carriage.

10. Collection and Delivery

- 10.1. The CUSTOMER shall, unless otherwise agreed, procure:
- 10.1.1. that the GOODS are delivered onto and taken delivery of from the side or tailboard of the vehicle, and
- 10.1.2. that the GOODS are loaded onto and unloaded off the vehicle.
- 10.2. The CUSTOMER indemnifies the COMPANY against all and any damages, losses or costs sustained by the latter arising out of the CUSTOMER loading GOODS onto and/or unloading GOODS off vehicles.
- 10.3. Nothing in paragraph 10.1 shall be construed as preventing the COMPANY from giving assistance in loading or unloading the GOODS on to or off the vehicle where such assistance is customary and practical, but this assistance shall be without any liability on the part of the COMPANY.
- 10.4. Unless adequate warning signs are clearly visible, the CUSTOMER shall accept all responsibility for damage or loss of whatsoever nature within the CUSTOMER's or the Consignee's premises to:

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- 10.4.1. vehicles or loads, due to unsuitability of means of access to the loading or unloading points;
 - 10.4.2. roadways, manholes and covers, mains, pipes, bridges, weighbridges or approaches, including anything of a like nature leading to the loading or unloading point, due to the weight or nature of the vehicle or its load.
- 10.5. Save for circumstances where the COMPANY has been contracted to deliver the GOODS, the CUSTOMER warrants the suitability and safety of every vehicle used to collect and/or deliver the GOODS.

11. Transit

- 11.1. Pending conveyance and delivery, GOODS may be warehoused or otherwise held at any place or places at the sole discretion of the COMPANY at the CUSTOMER's risk and expense.
- 11.2. Every undertaking to convey any GOODS is subject to the condition that the COMPANY has available a suitable vehicle or vehicles at the appropriate time.
- 11.3. In the event of any emergency arising over which the COMPANY has no reasonable control, the COMPANY reserves the right to cancel the agreement to convey and should any such emergency arise during transit, the COMPANY shall have the right to deliver to the nearest reasonable destination or to make use of any reasonable alternative route to that originally agreed to by the COMPANY.
- 11.4. In the case of delivery to the nearest reasonable destination, the COMPANY shall inform the CUSTOMER accordingly and such delivery by the COMPANY shall be deemed compliant with the COMPANY's obligations under the agreement to convey.
- 11.5. In the case of the COMPANY making use of any reasonable alternative route as contemplated in clause 11.4, and in so doing, travelling additional distances, the COMPANY shall be entitled to reasonable payment in respect thereof.
- 11.6. In the absence of special instructions, it shall be at the reasonable discretion of the COMPANY to decide at what time to perform any or all of the various acts which may be necessary for the completion of the BUSINESS.
- 11.7. GOODS stored upon the COMPANY's vehicles or the vehicles of its agents or subcontractors are so stored at the sole risk of the CUSTOMER.

12. Transit of Abnormal Loads

- 12.1. Abnormal indivisible loads shall only be carried if:
 - 12.1.1. Permission is obtained from the Provincial Administration and local authorities concerned and in that regard the CUSTOMER shall give the COMPANY adequate notice to obtain abnormal permits (exemptions);
 - 12.1.2. The Road and Bridges Authorities approve a suitable and direct route and do not subsequently vary such route.
- 12.2. Unless otherwise agreed, the CUSTOMER shall bear the cost of any traffic escorts required by the authorities and any charges for raising overhead wires, switching off power, removing obstacles along the route or any other work which might be necessary for the passage of such loads.
- 12.3. Access to off-loading sites shall be prepared prior to the arrival of loads, to enable safe passage to off-loading points.

13. Fragile Goods

- 13.1. Notwithstanding anything to the contrary contained in this Agreement, the COMPANY shall in no circumstances be liable for any damage or loss to any glass, glassware, mirrors, pottery, crockery,

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china, cast cement, plaster or asbestos finished or semi-finished products or GOODS or any other similar or allied GOODS of a fragile nature, unless a special declaration of such GOODS is made prior to acceptance thereof AND such GOODS can be and are specifically insured prior to acceptance of delivery at the request and expenses of the CUSTOMER against all such damage or loss.

- 13.2. Such insurance will be subject to the usual exceptions and conditions of the policies of the insurance company or underwriters taking the risk. The COMPANY shall be entitled, should they so wish, to declare the said GOODS on any open or general insurance policy. Should the insurers dispute the COMPANY's claim for any reason, the CUSTOMER shall have recourse against the insurers only and the COMPANY shall not be under any responsibility or liability in relation thereto notwithstanding that the premiums upon the policy may not be at the same rate as that charged by the COMPANY or paid to the COMPANY by their CUSTOMER.

14. Valuable Goods

- 14.1. The COMPANY shall not accept liability for the handling of any bullion, coins, precious stones, jewellery, valuables, antiques, pictures, bank notes, securities and other valuable documents or articles, livestock or plants, unless prior, special instructions and arrangements with the COMPANY have been made in writing.
- 14.2. Should any CUSTOMER nevertheless deliver any such GOODS to the COMPANY or cause the COMPANY to handle or deal with any such GOODS otherwise than under special instructions and arrangements previously made in writing the COMPANY, whether or not it is aware of the nature of the GOODS, the COMPANY shall bear no liability whatsoever, for or in connection with any loss of or damage to such GOODS.

15. Dangerous Goods

- 15.1. Except under special instructions and arrangements previously made in writing, the COMPANY will not accept or deal with any noxious, dangerous, hazardous or inflammable or explosive GOODS or any GOODS likely to cause damage. Any CUSTOMER delivering such GOODS to the COMPANY or causing the COMPANY to handle or deal with any such GOODS (except under any special instructions and arrangement previously made in writing) shall be liable for all loss or damage caused thereby and shall indemnify the COMPANY against all penalties, claims, damages, costs and expenses arising in connection therewith and the GOODS may be destroyed or otherwise dealt with at the sole discretion of the COMPANY or any other person or entity in whose custody they may be at the relevant time.
- 15.2. If such GOODS are accepted under special instructions and arrangements previously made with the COMPANY in writing, they may nevertheless be so destroyed or otherwise dealt with if they become dangerous to people, other GOODS or property. The expression 'GOODS likely to cause damage' includes GOODS likely to harbour or encourage vermin or other pests and all such GOODS as fall within the definition of 'hazardous and dangerous GOODS' in the South African Transport Services Regulations.

16. Insurance

- 16.1. Unless agreed in writing, the CUSTOMER must comprehensively insure the GOODS for storage and/or transit.
- 16.2. Should the CUSTOMER require insurance for any damage or loss to GOODS in transit and/or warehouse GOODS where the COMPANY's liability for such damage is excluded by this Agreement, the COMPANY will procure such insurance for the CUSTOMER on the CUSTOMER's behalf and at the CUSTOMER's expense, provided the request for such insurance is made and an insurance cover note is issued and taken up by the CUSTOMER prior to the commencement of haulage and/or warehousing as the case may be.

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17. Collection of Payment by Company for Customer

- 17.1. Instructions to collect payment on delivery in cash (COD) or otherwise are accepted by the COMPANY on the condition that the COMPANY in the matter of such collection will be liable for the exercise of reasonable diligence and care only.

18. Sub-contracting by the Company

- 18.1. Any instructions or BUSINESS accepted by 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 instructing or entrusting the GOODS 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.

19. Claims against the Company by the Customer

- 19.1. The COMPANY shall be discharged from all liability:

- 19.1.1. for loss or non-delivery of any separate package forming part of a consignment of GOODS or for the loss from a package or an unpacked consignment of GOODS or for damage or mis-delivery, however caused, unless notice be received in writing within three (3) days after the end of the transit where the transit ends in the Republic of South Africa or within fourteen (14) days of the date when the whole consignment of GOODS shall have been delivered if delivery was to be effected outside South Africa;

- 19.1.2. unless summons is served on the COMPANY in respect of the claim concerned within one (1) year of the date on which the cause of action in respect thereof arose.

- 19.2. The COMPANY shall not be liable under any circumstances for any loss, damage or expenses arising from or in any way connected with marks, weights, measurements, numbers, brands, contents, quality or description of the GOODS.

- 19.3. The COMPANY shall not be bound by any receipt given in good faith to the CUSTOMER relating to a number of packages or the condition of the GOODS if it should subsequently be shown that such number or condition was wrongly described in the receipt.

- 19.4. The COMPANY shall not be liable for any loss suffered as a consequence of a fact or state of affairs not ascertained by it, or after it undertaking an inspection of the GOODS or simply inspecting the GOODS of its own volition.

- 19.5. The COMPANY shall have no liability or responsibility by virtue of the fact that there may be a change in the rates of duty, wharfage, freight, railage or cartage, or any other tariff, before or after the performance by the COMPANY of any act involving a less favourable rate of tariff, or by virtue of the fact that a saving may have been effected in some other way had any act been performed at a different time. The COMPANY shall not be liable for demurrage charges however incurred, unless such charges arose as a result of negligence on the part of the COMPANY.

- 19.6. The COMPANY accepts liability for loss or damage to CUSTOMER's GOODS, subject to the following provisions:

- 19.6.1. The COMPANY will not be liable for any loss or damage unless the CUSTOMER shall establish that such loss or damage was caused by the gross negligence of the COMPANY or any person for whose acts or omission the COMPANY is in law responsible;

- 19.6.2. The loss to the CUSTOMER shall be ascertained by reference to the cost price to the CUSTOMER provided that the COMPANY shall have the option of replacing or repairing any article lost or damaged for which it might be liable. In the case of second-hand plant or machinery, compensation for loss or damage shall be limited to the valuation established by assessors acting on behalf of the COMPANY;

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19.6.3. The COMPANY shall not be liable for any consequential loss resulting from loss of or damage to or delay in making delivery of any GOODS, the liability of the COMPANY being limited to actual loss of or damage to GOODS, as set out above.

19.7. In the event of an unqualified acceptance of GOODS being signified by signature, no claim for loss and/or damage will thereafter be entertained by the COMPANY.

20. Claims against the Company by Third Parties

20.1. The COMPANY hereby authorises the CUSTOMER to contract on its behalf with third parties so as to limit the liability of the COMPANY to such parties.

20.2. The COMPANY hereby authorises the CUSTOMER, to the extent that a CUSTOMER contracts with third parties, to stipulate in favour of the COMPANY so as to limit the liability of the COMPANY to such parties.

20.3. The CUSTOMER warrants that no claim shall be made against the COMPANY in connection with the GOODS or dealings with them by any third party, including the servants, agents and independent contractors of the COMPANY and shall indemnify the COMPANY for any loss suffered by the latter in respect of any such claim.

21. Claims by the Company against the Customer and Third Party

21.1. Interest shall be charged on all outstanding amounts at the rate of 2% above the prime rate of interest charged to the COMPANY by its current bankers. A certificate by the COMPANY's accountant as to the principal amount outstanding and the interest thereon shall be sufficient evidence as to the amount outstanding in respect of any debt due to the COMPANY.

22. Claims against the Servants and Agents of the Company by the Customer

22.1. The CUSTOMER undertakes that no claim shall be made by it against any servant, agent or independent contractor of the COMPANY in connection with its dealings with the GOODS.

22.2. That undertaking is also hereby given by the CUSTOMER to each and every servant, agent or independent contractor of the COMPANY and is hereby accepted by the COMPANY acting on their behalf as their agent.

22.3. The COMPANY hereby stipulates in favour of each and every one of its servants, agents and independent contractors that the CUSTOMER shall have no right of action whatsoever against any such servant, agent and independent contractor in connection with its dealings with the GOODS, which stipulation is hereby accepted by the CUSTOMER and is open for acceptance by the said servants, agents and independent contractors for an indefinite period of time.

23. Claims against the Servants and Agents of the Company by Third Parties

23.1. The CUSTOMER warrants that no claims shall be made against any servant, agent or independent contractor of the COMPANY in connection with the GOODS by any third party;

23.2. The CUSTOMER shall indemnify any servant, agent or independent contractor of the COMPANY for any loss suffered in that respect.

23.3. That indemnity is hereby given by the CUSTOMER to each and every servant, agent and independent contractor of the COMPANY and is hereby accepted by the COMPANY acting on their behalf as their agent.

23.4. The COMPANY hereby stipulates in favour of each and every one of its servants, agents and independent contractors that the CUSTOMER shall indemnify each and every servant, agent and independent contractor of the COMPANY in connection with its dealings with the GOODS against claims by third parties, which stipulation is hereby accepted by the CUSTOMER and is open for acceptance by the said servants, agents and independent contractors for an indefinite period of time.

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24. Terms

- 24.1. Unless otherwise agreed between duly authorised representatives of the COMPANY and the CUSTOMER respectively, the terms of payment to the COMPANY shall be net cash on delivery or in the case of approved accounts, within 30 days of statement date, as the case may be.
- 24.2. The COMPANY is entitled to retain and be paid all brokerages, commissions, allowances and other remunerations customarily retained by or paid to shipping and forwarding agents and insurance brokers and shall not be obliged to disclose or account to its CUSTOMERS or principals for any such remuneration received by it from third parties.
- 24.3. A claim (or counter claim) against the COMPANY shall not be made a reason for deferring or withholding payment.

25. Lien

- 25.1. All goods and documents relating to goods including bills of lading and import permits as well as refunds, repayments, claims and other recoveries shall be subject to a special and general lien and pledge, either for monies due in respect of such goods or for other monies due to the COMPANY from the CUSTOMER, sender, owner, consignee, importer or the holder of the bill of lading or their agents, if any amounts due by the CUSTOMER are not paid within fourteen (14) days after notice has been given to the person from whom the monies are due that such goods or documents are being detained, they may at the option of the COMPANY be sold by auction, private treaty or otherwise or in some other way disposed of for value at the sole discretion of the COMPANY and at the expense of such person and the nett proceeds applied in or towards the satisfaction of such indebtedness or part thereof. In order to give effect to such sale, the COMPANY may open and examine any part of the consignment.
- 25.2. At the option of the COMPANY, the whole or any part of the consignment may be sold, either by public auction or by private treaty and to apply the proceeds of any such sale after deducting all the expenses thereof, in payment of or towards any sum due by the CUSTOMER to the COMPANY.
- 25.3. The COMPANY shall pay over the surplus (if any) of the proceeds of such sale, after application thereof in terms of 25.1 or 25.2 to the CUSTOMER, but shall otherwise be released from all liability whatsoever in respect of the consignment.
- 25.4. Where the COMPANY has, in accordance with the provisions of clause 25.1 sold part only of the consignment and the proceeds of such sale are sufficient to pay to the COMPANY the amounts referred to in clause 25.1 the CUSTOMER shall be entitled to take delivery of the remainder of the consignment, provided that if any storage charges remain unpaid by the CUSTOMER or his agent, such shall be recoverable by the COMPANY in accordance with clause 25.1 above.
- 25.5. The CUSTOMER indemnifies the COMPANY against any claims which may be instituted against the COMPANY arising out of or as a result of any sale in terms of this Agreement.
- 25.6. The COMPANY shall be entitled to sell or dispose of all non-perishable GOODS in any circumstances:
 - 25.6.1. Where a CUSTOMER cannot be identified; or
 - 25.6.2. where the GOODS cannot be delivered because they are insufficiently addressed; or
 - 25.6.3. where the GOODS have not been collected or accepted by the CUSTOMER or any other person;
 - 25.6.4. save that where the COMPANY has an address for the CUSTOMER then sale or disposal shall be effected only after the expiration of twenty-one (21) days from the posting to that address of written notice to do so.
- 25.7. All charges and expenses arising in connection with the storage and sale or disposal of the GOODS shall be for the account of the CUSTOMER. A communication from any agent or correspondent of

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the COMPANY or from any third party referred to in clause 25.2 to the effect that the goods cannot be delivered for any reason shall be conclusive evidence of that fact.

26. Deliveries to the Company by Post

26.1. Notwithstanding any prior dealings between the COMPANY and the CUSTOMER, all documents and other matter (including cash, cheques, bank drafts and other remittances) sent to the COMPANY through the post shall be deemed not to have been received by the COMPANY unless and until they are actually delivered to the COMPANY or placed in the COMPANY's post office box, if so addressed.

26.2. Breach

26.3. The PARTIES agree that all the terms contained in this Agreement are material.

26.4. In the event of either PARTY breaching any of its obligations under this Agreement, and that PARTY failing to remedy the breach within a period of three (3) days of receipt of written notice from the aggrieved PARTY calling upon it to do so, the aggrieved PARTY shall be entitled to:

26.4.1. cancel this Agreement; or

26.4.2. claim specific performance;

in either event without prejudice to the aggrieved PARTY'S rights to claim damages or to claim such other remedy to which it may be entitled.

27. Jurisdiction

27.1. This Agreement and any other terms and/or conditions agreed between the PARTIES and the determination of any other dispute between the PARTIES arising out of the alleged improper performance or non-performance thereof based on any cause of action whatsoever shall be subject to the jurisdiction of the High Court of South Africa, sitting as a Court of Admiralty (Durban Coast and Local Division) to which jurisdiction the CUSTOMER consents to.

27.2. This consent shall not, however, prejudice the COMPANY in respect of its right to proceed through any other court of the Republic of South Africa of competent jurisdiction.

28. Notices and Domicilium

28.1. For the purpose of service of processes or the giving of notices in terms of this Agreement, the PARTIES respectively appoint as their *domicilium citandi et executandi* the addresses set out below. Either PARTY shall have the right to change any of its *domicilium* addresses by giving not less than 1 (one) week's prior written notice to the other party of its change of address.

COMPANY

Street Address: _____

P O Box: _____

Email: _____

CUSTOMER

Street Address: _____

P O Box: _____

Email: _____

28.2. Any notice given by one PARTY to the other which is:

28.2.1. delivered by hand to an officer or manager of the addressee during the normal business hours of the addressee at its *domicilium citandi et executandi*, shall be deemed to have

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- been received by the addressee at the time of delivery, only if a signed acknowledgement of receipt can be shown;
- 28.2.2. posted by pre-paid registered post to the addressee at its *domicilium citandi et executandi*, shall be deemed to have been received by the addressee on the fourth day after the date of posting; or
- 28.3. Notwithstanding anything to the contrary herein contained in a written notice or communication actually received by a PARTY shall be an adequate written notice or communication to it notwithstanding that it is sent to or delivered at its chosen *domicilium citandi et executandi*.

29. General

- 29.1. This Agreement, as well as the amendments made from time to time in accordance with the provisions herein, constitutes the entire agreement between the parties, and supersedes all prior oral and written arrangements for agreements. This Agreement contains all of the express provisions agreed on by the parties with regard to the subject matter hereof and the parties waive the right to rely on any alleged express provision not contained herein. The Parties shall not be bound by any express or implied term, representation, warranty, promise or the like not recorded herein.
- 29.2. No amendment or variation or novation or mutual cancellation of this Agreement, including this clause, shall be of any force or effect unless reduced to writing and signed by the Parties of their duly authorized representatives.
- 29.3. No failure, refusal or neglect by a Party to exercise any rights hereunder or to insist upon strict compliance with or performance of another Party's obligations under this agreement, shall constitute a waiver of the provisions of this Agreement and a Party may at any time require strict compliance with the provisions of this Agreement.
- 29.4. No indulgences or extensions of time or latitude or relaxation of any rights which one of the Parties may allow to the other Party shall constitute a waiver by that Party of any of its rights, and it shall not thereby be prejudiced or estopped from exercising any of its rights which may have arisen in the past or may arise in the future.
- 29.5. No relaxation by a Party of any of its rights in terms of this Agreement at any time shall prejudice or be a waiver of its rights (unless it is a written waiver) and it shall be entitled to exercise its rights thereafter as if such relaxation had not taken place.
- 29.6. Each of the provisions of this Agreement shall be considered as separate terms and conditions. In the event that this Agreement is affected by any legislation or any amendment thereto, or if the provisions herein contained are by virtue of such legislation or otherwise held to be illegal, invalid, prohibited or unenforceable, then any such provisions shall be ineffective only to the extent of the illegality, invalidity, prohibition or unenforceability and each of the remaining provisions hereof shall remain in full force and effect as if such illegal, invalid, prohibited or unenforceable provision was not a part hereof.
- 29.7. Either Party shall have the right at its election to proceed against the other Party in any other court of competent jurisdiction.
- 29.8. This Agreement shall be interpreted and implemented in accordance with the laws of the Republic of South Africa.

Initial:	
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I have read and understood the Corsair Logistics (Pty) Limited Standard Trading Conditions and, on behalf of the CUSTOMER by whom I am authorised, I hereby accept the provisions contained therein:

Name

Capacity – Duly Authorised

Signature

Date

Witness Name

Witness Signature

Initial:	
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