

correspondence such as an email or verbal communication.

- 3.4 The Subcontractor shall oversee the loading of all goods onto its vehicles and shall procure a delivery note upon receipt of the goods which shall be signed by the driver of the Subcontractors' vehicle.
- 3.5 The Subcontractor shall be responsible for the delivery of the goods to the offloading site and shall ensure that it obtains signature of the delivery note by the recipient of those goods. Failure by the Subcontractor to obtain the signature and an official goods received stamp from the recipient of the goods, shall be deemed to constitute non-delivery of the goods and the Subcontractor will not receive any payment for such delivery. For avoidance of doubt, the onus of proving that the person who acknowledged receipt of the consignment, as well as the validity of the goods received stamp, shall rest on the Subcontractor in the event of dispute.
- 3.6 The Subcontractor shall transport and deliver the goods within the time frame specified by Corsair Logistics (Pty) Ltd.
- 3.7 If the Subcontractor is unable, for any reason, to deliver the goods within the time frame contemplated in sub-clause 3.5, the Subcontractor shall immediately notify Corsair Logistics (Pty) Ltd thereof and shall take all reasonable precautions to ensure that the goods are not exposed to any loss or damage and shall comply with all reasonable instructions furnished to it by Corsair Logistics (Pty) Ltd.
- 3.8 The Subcontractor shall comply with the provisions of all and any applicable Legislation, Statutes, Bylaws, Ordinances and Regulations enforced from time to time.
- 3.9 Without limiting the generality of the foregoing, the Subcontractor shall ensure that it is in possession of a valid certificate of roadworthiness and all other certificates, permits and licenses required in respect of each vehicle used for the performance of its obligations in terms of this agreement and shall ensure that all drivers of its vehicles are in possession of the relevant drivers' licenses.
- 3.10 The Subcontractor shall ensure that all its vehicles are maintained in a roadworthy condition and that it at all times has sufficient resources to enable it to properly and promptly perform its obligations in terms of this agreement.

4 LIABILITY

- 4.1 The Subcontractor hereby agrees to be held liable for any claim arising from any loss, damage, environmental rehabilitation, pollution liability, fines, penalties, personal injury or death arising out of the rendering of the Services in terms hereof and thereby indemnifies and holds Corsair Logistics (Pty) Ltd harmless in respect of any such claim.
 - 4.2 In the event of Corsair Logistics (Pty) Ltd consenting, in writing to the Subcontractor subcontracting its obligations in terms of this agreement to any third party, the Subcontractor shall:-
 - 4.2.1 ensure that it concludes an agreement which mirrors this agreement with its sub-contractor;
 - 4.2.2 notwithstanding any provision of the contract entered into between the Subcontractor with any third party subcontractor, be responsible for the conduct of its third party subcontractor as if such conduct were the Subcontractors' conduct.
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4.3 The Subcontractor shall maintain in force, for the duration of this agreement:-

4.3.1 Comprehensive Motor Vehicle Liability Insurance in respect of all vehicles of the Subcontractor including at least R10,000,000 (Ten million Rand) Third Party Liability insurance, so that Corsair Logistics (Pty) Ltd shall not bear any risk arising out of injury, death or any damage to third party property caused by the Subcontractor or its employees, agents or subcontractors; and

4.3.2 Goods in Transit Insurance in the event of any loss or damage to the goods transported by the Subcontractor for a minimum amount of R1,500,000 including VAT per load, or any other amount specified on the Loadcon or agreed to, so that Corsair Logistics (Pty) Ltd shall not bear any risk arising out of the loss or damage to the goods.

4.3.3 Debris removal Insurance of no less than R100,000 in respect of the goods carried on behalf of Corsair Logistics (Pty) Ltd, so that Corsair Logistics (Pty) Ltd shall not bear any risk arising out of:

4.3.3.1 removal of debris and/or destruction of damaged goods

4.3.3.2 dismantling and/or demolishing

4.3.3.3 shoring up and/or propping

4.3.3.4 the transfer of items from one conveyance to another in the event of an accident of the original conveyance which results in loss of or damage to such items.

4.4 The Subcontractor hereby irrevocably authorises Corsair Logistics (Pty) Ltd to confirm with the Subcontractors' insurer and/or broker that the Subcontractor is fully insured and that all premiums during the terms of the policy as contemplated above have been paid in full.

4.5 The Subcontractor indemnifies and holds Corsair Logistics (Pty) Ltd harmless from any claim which may be instituted by any of the Subcontractors' employees, agents or subcontractors and their employees or agents for any reason.

4.6 The Subcontractor shall complete the Corsair Logistics (Pty) Ltd Subcontractor Insurance Confirmation Form and shall be bound by the terms thereof.

5 LIEN / SET OFF

5.1 The Subcontractor hereby waives any lien that it may have in and to the goods relating to the Services.

5.2 Corsair Logistics (Pty) Ltd shall be entitled to set off any loss or damage that it may suffer or the amount of any claim made against it, against any amount owing by it to the Subcontractor for the rendering of the Services by the Subcontractor.

6 WHOLE AGREEMENT

No term and condition contained in any letter, telefax, email, order, or other such like documents of the Subcontractor, or stipulated orally by or on behalf of the Customer, aside from those terms and conditions contained herein shall form part of any contract concluded between it and Corsair Logistics (Pty) Ltd. This contract alone shall govern the relationship between Corsair Logistics (Pty) Ltd and its Subcontractor, and expressly excludes the terms and conditions of trading of such Subcontractor as contained in any of the Subcontractor's delivery notes, orders and/or invoices, and the like.

7 NO VARIATION

- 7.1 No warranty or representation other than those expressly contained herein shall be of any force and effect against the Corsair Logistics (Pty) Ltd, unless the same is contained in writing and signed for and on behalf of the Corsair Logistics (Pty) Ltd by an authorised representative.
- 7.2 No amendment, variation or consensual cancellation of any terms hereof, including this clause, shall be of any force and effect unless such amendment, variation and/or consensual cancellation is reduced to writing and signed by a duly authorised representative of Corsair Logistics (Pty) Ltd.

8 NON-WAIVER

No indulgence, latitude, extension of time or the like granted by Corsair Logistics (Pty) Ltd to the Subcontractor shall in any way whatsoever be construed as a novation or waiver of any other rights which Corsair Logistics (Pty) Ltd may have against the Subcontractor, nor may it may operate as an estoppel against Corsair Logistics (Pty) Ltd.

9 SEVERABILITY

Each of the terms hereof is severable from the rest of the terms contained herein which terms shall remain in full force and effect, should any one term be found to be invalid for any reason, or, without limiting the generality hereof, contra bona mores.

10 DOMICILIA

10.1 All notice by one party to the other shall be given in writing by post, telefax or delivery by hand:-

10.1.1 to Corsair Logistics (Pty) Ltd at its place of business;

10.1.2 to the Subcontractor at their registered physical address.

which addresses the parties choose as their domicilium citandi et executandi.

10.2 The parties shall be entitled to change the addresses as referred to in sub-paragraph 10.1 from time to time provided that any address selected by either of them shall be situated in the Republic of South Africa and any such change shall only become effective upon receipt of notice in writing by the other party of such change.
