



Registration No. 2011/105119/23
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**CREDIT APPLICATION & STANDARD TERMS AND CONDITIONS OF TRADE
 FOR THE PROVISION OF TRANSPORT AND WAREHOUSING SERVICES**

TO BE COMPLETED IN FULL BY ALL APPLICANTS

1	Legal Nature of Applicant		
	Company		Partnership
	Close Corporation		Trust
	Sole Proprietor		

2	Registered name of Applicant	
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3	Registration No.	
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4	Date of Registration	
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5	Applicant's Registered Office/ Address	
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6	Name of Auditors/Accounting Officers	
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7	Trading name of Applicant	
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8	Applicant's VAT No.	
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9	Applicant's principal trading address	
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10	Applicant's postal address	
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11	Applicant's telephone No.	
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12	E-mail Address for Correspondence	
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13	E-mail Address for Invoices and Statements	
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14	Name of person responsible for account payments and queries (include contact telephone No. and E-mail address)	
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15	Applicant's Banking Details	
	Bank Name	
	Account Name	
	Branch:	
	Branch No.	
	Account No.	
	Account Type	
	Date Account was opened	
	Name of Relationship Manager	
	Relationship Manager's Telephone No.	
	Relationship Manager's E-mail address	

16	Trade References	
	16.1	Name
		Address
		Contact Telephone No.
		Name of Account Manager
		Account Manager's E-mail address
		Date Account was opened
		Account Credit Limit
		Account terms
	16.2	Name
		Address
		Contact Telephone No.
		Name of Account Manager
		Account Manager's E-mail address
		Date Account was opened
		Account Credit Limit
		Account terms

17	Nature of Applicant's principal trading activities	
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18	Date of commencement of trading activities	
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19	Details of Directors/Members/Trustees	
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19.1	Full Names	
	Address	
	Contact Telephone No.	
	E-mail Address	
	Identity No.	
	Date of Appointment	
19.2	Full Names	
	Address	
	Contact Telephone No.	
	E-mail Address	
	Identity No.	
	Date of Appointment	
19.3	Full Names	
	Address	
	Contact Telephone No.	
	E-mail Address	
	Identity No.	
	Date of Appointment	
19.4	Full Names	
	Address	
	Contact Telephone No.	
	E-mail Address	
	Identity No.	
	Date of Appointment	

20	Details of Shareholders (Companies Only)	
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20.1	Full Names	
	Address	
	Contact Telephone No.	
	E-mail Address	
	Registration / Identity No.	
	Date of Appointment	
	Shareholding percentage	
20.2	Full Names	
	Address	

		Contact Telephone No.	
		E-mail Address	
		Registration / Identity No.	
		Date of Appointment	
		Shareholding percentage	
	20.3	Full Names	
		Address	
		Contact Telephone No.	
		E-mail Address	
		Registration / Identity No.	
		Date of Appointment	
		Shareholding percentage	
	20.4	Full Names	
		Address	
		Contact Telephone No.	
		E-mail Address	
		Registration / Identity No.	
		Date of Appointment	
		Shareholding percentage	

21	Details of Sole Proprietor / Partners' Details (Sole Proprietor and Partnerships Only)		
	21.1	Full Names	
		Address	
		Contact Telephone No.	
		E-mail Address	
		Identity No.	
		Date of Appointment	
		Percentage of Partnership Interest	
		Marriage Regime (COP, ANC, ANC with/without Accrual)	
		Spouse's Full Names	
		Spouse's Identity No.	
	21.2	Full Names	
		Address	
		Contact Telephone No.	
		E-mail Address	
		Identity No.	
		Date of Appointment	
		Percentage of Partnership Interest	

		Marriage Regime (COP, ANC, ANC with/without Accrual)	
		Spouse's Full Names	
		Spouse's Identity No.	
	21.3	Full Names	
		Address	
		Contact Telephone No.	
		E-mail Address	
		Identity No.	
		Date of Appointment	
		Percentage of Partnership Interest	
		Marriage Regime (COP, ANC, ANC with/without Accrual)	
		Spouse's Full Names	
		Spouse's Identity No.	
	21.4	Full Names	
		Address	
		Contact Telephone No.	
		E-mail Address	
		Registration / Identity No.	
		Date of Appointment	
		Percentage of Partnership Interest	
		Marriage Regime (COP, ANC, ANC with/without Accrual)	
		Spouse's Full Names	
		Spouse's Identity No.	

22	Name of Director/Member/Trustee/Partner Representing the Applicant	
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23	Requested Credit Limit (Rand)	
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SUPPORTING DOCUMENTS TO BE PROVIDED BY APPLICANT

1	Supporting documents to be provided for Companies	
1.1	Copy of Certificate of Incorporation	
1.2	Copy of latest COR 39 (Director Appointments)	
1.3	Copies of Directors ID's	
1.4	Copies of Shareholders ID's	
1.5	Directors' Proof of Residence	
1.6	Copy of latest Financial Statements	
1.7	Copy of resolution of authority	

2	Supporting documents to be provided for Close Corporations	
2.1	Copy of latest CK 2	
2.2	Copies of Members ID's	
2.3	Members' Proof of Residence	
2.4	Copy of latest Financial Statements	
2.5	Copy of resolution of authority	

3	Supporting documents to be provided for Partnerships	
3.1	Copies of Partners' ID's	
3.2	Partners' Proof of Residence	
3.3	Copy of latest Financial Statements	
3.4	Copy of resolution of authority	

4	Supporting documents to be provided for Sole Proprietor	
4.1	Copy of Proprietor's ID's	
4.2	Proprietor's Proof of Residence	
4.3	Copy of latest Financial Statements	

5	Supporting documents to be provided for Trusts	
5.1	Copy of latest Letter of Authority issued by the Master	
5.2	Copies of Trustees' ID's	
5.3	Trustees' Proof of Residence	
5.4	Copy of latest Financial Statements	
5.5	Copy of resolution of authority	

CREDIT APPROVAL – For office use only

1	Date of Credit Bureau reports	
2	Trade Reference checks	
2.1	Name	
	Account Manager	
	Terms	
	Credit Limit	
	Monthly purchases	
	Account conduct comments	
2.2	Name	
	Account Manager	
	Terms	
	Credit Limit	
	Monthly purchases	
	Account conduct comments	
3	Application approved/declined	
4	Credit approved by	
5	Approved credit limit	
6	Customer code	

Campos Transport CC will be referred to as CAMPT throughout the Credit Application & the Standard Terms and Conditions of Trade for the Provision of Transport and Warehousing Services ("STCT") set out below. The party making the application for a credit facility or requesting the rendering of Services by CAMPT will be referred to as the Applicant or Customer

I/We the undersigned Applicant:

1. hereby make application for credit facilities and for the opening of a trading account with CAMPT. In support of the application, our particulars as set out above are furnished;
2. warrant that the information recorded above is true and correct in each and every respect;
3. acknowledge that the information submitted above will be material in the determination of the credit facilities and the terms thereof to be afforded to me/us by CAMPT;
4. hereby irrevocably consent to CAMPT and/or its appointed agents requesting any information available on any credit bureau, from time to time, which consent includes (but is not limited to) that CAMPT and/or its appointed agents as the case may be, performing a credit search on my/our credit profile with more than one registered credit bureau and further verifying the details set out above with my/our bankers and trade references, at any time whilst any amounts are due by the applicant/Customer to CAMPT;
5. irrevocably accept and agree that all business, irrespective of whether or not a credit facility has been granted, is undertaken in terms of the STCT, irrespective of whether or not a credit facility is extended by CAMPT to the Applicant, which terms and conditions are set out hereunder and the Applicant acknowledges having read and understood and considers himself/herself/itself bound thereto.

Thus dated and signed at _____ on the _____ day of

Signature of applicant or duly authorised representative: _____

Full Name of Signatory: _____

Designation: _____

The signatory warrants that he/she has the necessary authority to bind the Applicant. In the event that it transpires that the said signatory did not have the necessary authority, then in that event, the said signatory will be liable for all the obligations of the Applicant, in his/her capacity as co-principal debtor.

Witnesses:

1. Signature: _____ 2. Signature: _____

Full Names: _____ Full Names: _____

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Applicant/Customer's Initials	

**STANDARD TERMS AND CONDITIONS OF TRADE
FOR THE PROVISION OF TRANSPORT AND WAREHOUSING SERVICES**

- 1 The Customer agrees that:
 - 1.1 the Customer's particulars as furnished above and the terms and conditions as set below in the STCT:
 - 1.1.1 constitutes the entire agreement as between the Customer and CAMPT and that no alterations, variations, additions or cancellation will be valid and binding unless agreed to, reduced to writing and signed by duly authorised representatives of both the Customer and CAMPT;
 - 1.1.2 will govern all future contractual relationships between CAMPT and the Customer;
 - 1.1.3 are applicable to all existing transactions and debts between CAMPT and the Customer;
 - 1.1.4 supersede all previous conditions without prejudice to any securities or guarantees held by CAMPT; and
 - 1.1.5 are final and binding on the Customer and are not subject to any suspensive or resolutive conditions;
 - 1.2 any conditions, conflicting with the Customer's particulars and terms and conditions as set out in the STCT, which may be stipulated by the Customer are expressly excluded.
- 2 INTERPRETATION AND DEFINITIONS
In these STCT:
 - 2.1 clause headings are for the purpose of convenience and reference only and shall not be used in the interpretation thereof, nor modify or amplify any of its provisions;
 - 2.1.1 a reference to:
 - 2.1.1.1 any particular gender shall include all other genders;
 - 2.1.1.2 the singular shall include the plural and vice versa; and
 - 2.1.1.3 a natural person shall include a juristic person whether a corporate or unincorporate created entity and vice versa;
 - 2.1.2 unless otherwise expressly stated or implied, where the day upon or by which any act is required to be performed is a Saturday, Sunday or public holiday, the parties shall be deemed to have intended such act to be performed on or by the first succeeding day which is not a Saturday, Sunday or public holiday;
 - 2.1.3 where an expression has been defined and such definition contains a provision conferring the right or imposing an obligation on any party, then notwithstanding that it is contained only in a definition, effect shall be given to that provision as if it were a substantive provision contained in the body of these STCT; and
 - 2.1.4 if figures are referred to in numerals and words, the words shall prevail in the event of any conflict between the two;
 - 2.2 unless the context indicates a contrary intention, the following words and expressions shall bear the meanings assigned to them hereunder and cognate words and expressions shall bear corresponding meanings;
 - 2.2.1 "Collection/s" – means the collection of Goods, by CAMPT, from the Customer or any third party/ies, at the direction of the Customer, for and on behalf of the Customer, for the purposes of the rendering of the Services, pursuant to and in terms of these STCT, and "Collected" shall have a corresponding meaning;
 - 2.2.2 "Collection Point" – means the location from which Goods are to be collected by CAMPT for the purposes of rendering of the Services, the details of which shall be clearly set out in the relevant Quotation, Purchase Order and/or Load Documents pertaining to the Services are to be provided in respect of such Goods;
 - 2.2.3 "Charges" – means the charge/s to be levied, by CAMPT, for the provision of the Services, either, as detailed in the relevant Quotation pertaining to such Services, or at the rate ordinarily charged by CAMPT for the provision of such Services, as at the time of the collection of the Goods. The Customer acknowledging that CAMPT rates are adjusted on the first Wednesday of each month;
 - 2.2.4 "Credit Facility" shall mean any credit facility or extended terms for payment which may be granted by CAMPT to the Customer, either pursuant to the completion of a credit application and recorded in writing by CAMPT or granted by CAMPT informally in the absence of completion of a credit application and the issue of a formal written recordal granting such credit facility.
 - 2.2.5 "Delivery/ies" – means the conveyance of Goods, by CAMPT, from a Collection Point/s to the agreed Delivery Point/s, pursuant to and in terms of these STCT and "Delivered" shall have corresponding meanings;
 - 2.2.6 "Delivery Date" – means the estimated date upon which the Goods forming the subject matter of a Service Agreement are to be delivered at the Delivery Point by CAMPT;
 - 2.2.7 "Delivery Point" – means the location to which Goods are to be Delivered by CAMPT, the details of which shall be clearly set out in the relevant Quotation, Purchase Order and/or Load Documents pertaining to the Services are to be provided in respect of such Goods;
 - 2.2.8 "Export Documents" means, in addition to the Load Documents, all such documents which are required to either import or export the Goods into or from South Africa or any other country in which the Goods are to be Delivered or through which the Goods are to be conveyed in order to effect a Delivery;

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- 2.2.9 "Goods" – means any article/s or package/s in respect of which Services are to be provided by CAMPT, to the Customer, a full description of which goods shall be set out in the relevant Quotation, Purchase Order and/or Load Documents pertaining to such Services;
- 2.2.10 "the Handling of Goods" – means the handling by CAMPT of any Goods and shall include the Goods being Collected, loaded, handled, ware-housed, held, controlled, conveyed, off-loaded, carried, Delivered or otherwise possessed by CAMPT, on behalf of the Customer, for any purpose whatsoever;
- 2.2.11 "Load Documents" means any waybill, load confirmation document, instruction sheet, load sheet, delivery note, Purchase Order, or other document issued by the Customer or any other third party to the Customer and issued/handed to CAMPT, specifying, *inter alia*, the Services to be rendered in respect of any Goods, the nature and quantity of the Goods, the Collection Point, the Delivery Point;
- 2.2.12 "Parties" – means collectively, CAMPT and the Customer, and "Party" shall mean either one of them, as the context requires;
- 2.2.13 "POD" means any delivery note or other document issued by CAMPT, the Customer or any other third party, evidencing delivery of the Goods at the Delivery Point, such documents to be signed by the party receiving delivery of the Goods;
- 2.2.14 "Quotation/s" – means the quotation/s issued by CAMPT in respect of Services required by the Customer, setting out, *inter alia*, a description of the Goods required to be transported, the Collection Point from which such Goods are to be collected, the Delivery Point to which such Goods are to be delivered, the Charges payable for the provision of such Services and such other special terms and conditions not contained in these STCT as may be relevant to the particular Services to which such Quotation/s relate. In any instance where a written quotation is not issued the rate ordinarily charged by CAMPT for the provision of such Services, as at the time of the collection of the Goods, shall be deemed to be the quoted and agreed rate for the provision of the Services;
- 2.2.15 "SASRIA" means the South African Special Risk Association;
- 2.2.16 "SASRIA Cover" means any risks related to riots, strikes, terrorism, civil commotion and public disorder as insured by SASRIA;
- 2.2.17 "Schedule/s" – means any schedule/s attached and to be attached from time to time to the Quotation pertaining to a Service Agreement, signed by both Parties and setting out such further terms to which the relevant Service Agreement is, or has become, subject upon signature of such schedule/s;
- 2.2.18 "Security" – means any security furnished by the Customer or any third party on behalf of the Customer to secure the obligations of the Customer in terms of any Service Agreement and these STCT;
- 2.2.19 "Services" – means the Services to be provided by CAMPT to the Customer pursuant to the provisions of a Service Agreement, which shall include the Handling of Goods, Collections and Deliveries;
- 2.2.20 "Service Agreements" – means any agreement for the provision of the Services concluded between the Parties, comprising of these STCT, the Quotation, the Purchase Order, the Load Documents and any relevant Schedule/s applicable to the Service Agreement in question;
- 2.2.21 "the/these STCT" – means the standard terms and conditions for the provision of Services contained in this document, to which STCT the provision of all Services to be provided to the Customer will be subject;
- 2.2.22 "Surety" – any party binding itself as a surety for the obligations of the Customer in terms of any Service Agreement and these STCT; and
- 2.2.23 "Vehicle" – means any vehicle used by CAMPT, CAMPT's contractors, agents or servants in connection with the provision of any Services.

3 CONTRACTS FOR THE PROVISION OF SERVICES

- 3.1 These STCT only become final and binding on CAMPT, by way of CAMPT accepting same, either by way of CAMPT recording the acceptance in writing, by making any credit facility, if so approved, available to the Customer, or by CAMPT rendering Services to the Customer where no credit facility is approved.
- 3.2 CAMPT may within its sole and absolute discretion agree to grant the Customer a Credit Facility, and to determine the Security and Sureties to be furnished in support of such Credit Facility, the terms of such Credit Facility and the extent of the Credit Facility granted, which may be recorded in writing by CAMPT or otherwise be extended by CAMPT. CAMPT reserves the right at any time to cancel, withdraw, vary or amend any Credit Facility granted to the Customer and/or any Sureties and Security required in support of such Credit Facility, without prior notice. In the event that CAMPT withdraws or cancels such Credit Facility, all amounts owing by the Customer to CAMPT will immediately become due, owing and payable. In the event of a dispute as to the existence of a Credit Facility, the terms and extent thereof, the Customer shall bear the onus of proving that such Credit Facility does not conform to the details and terms stipulated or otherwise contended for by CAMPT.
- 3.3 In any instance where a the Customer requests CAMPT to render any Services to it, a separate Service Agreement shall be concluded between CAMPT and the Customer in relation to the provision of such Services, in relation to the Goods described in a Quotation, Purchase Order and/or the Load Documents pertaining to such Services. Each separate Service Agreement concluded between CAMPT and the Customer shall comprise of these STCT, the Quotation, Purchase Order and the Load Documents pertaining to the Services forming the subject matter of such Service Agreement, together with any Schedule/s applicable to such Service Agreement;
- 3.4 All Quotations furnished by CAMPT to the Customer for the provision of Services, shall be subject to the provisions of these STCT, shall further, unless otherwise stated, only be valid for a period of 7 (seven) days from the date of issue thereof, and shall further be viewed as an invitation to do business. CAMPT reserves the right to withdraw or not to accept the any Service

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Agreement on the terms set out in such Quotation or accompanying Purchase Order. Any Quotation and/or Purchase Order shall only be binding once accepted by CAMPT in writing or by CAMPT rendering the Services in respect of such Quotation and/or Purchase Order.

- 3.5 The Customer in accepting any Quotation shall do so in writing in the form of a Purchase Order issued to CAMPT for the provision of the Services set out in a Quotation. All Purchase Orders shall be subject to these STCT read with the special terms and conditions contained in the Quotation pertaining to the Services described therein and shall be irrevocable once submitted and may not be withdrawn by the Customer at any time without the prior written agreement of CAMPT.
- 3.6 Upon acceptance by CAMPT of the Customer's written Purchase Order, or the absence of the Customer issuing a Purchase Order or other written confirmation of acceptance of any Quotation, then any written communication issued by CAMPT confirming acceptance of a Quotation by the Customer, or the issue of any Load Documents or any other form or process enabling CAMPT to attend on the Collection of Goods or CAMPT rendering the Services, shall be deemed to be acceptance of such Quotation and a Service Agreement shall be concluded upon the terms contained in these STCT read with the Quotation pertaining to the Services so requested.
- 3.7 In the event of any conflict between the provisions of these STCT as read with the Quotation (if any), and the Purchase Order and/or the Load Documents applicable to any particular separate Service Agreement, the provisions of these STCT and such Quotation (if any), shall prevail in respect of that separate Service Agreement to which such separate Service Agreement relates.

4 PAYMENT OF CHARGES

- 4.1 The Charges applicable to the Services, either being agreed or calculated at CAMPT's prevailing rate/s, shall, unless otherwise expressly agreed in writing, be payable, unconditionally and without deduction, as follows:
 - 4.1.1 where the Customer has a Credit Facility, within 30 days from the end of the month in which a Tax Invoice has been issued by CAMPT, in respect of any Service Agreement, alternatively, 30 (thirty) days from the date of issue of a statement on which such Tax Invoice, in respect of any Service Agreement, first appeared, whichever is the sooner; or
 - 4.1.2 on demand and prior to the rendering of any Services by CAMPT, where the Customer has no Credit Facility, or the where the credit limit of a Customer which has a Credit Facility has been exceeded or will be exceeded once the Charges due in terms of a Service Agreement are raised.
- 4.2 All payments due to CAMPT shall be made by way of electronic funds transfer (EFT), be immediately available to CAMPT, free of deduction, bank exchange, and in South African Rands, directly into the bank account of CAMPT as specified by CAMPT in writing from time to time. The Customer shall be liable for any costs and charges associated with the deposit of any cash into CAMPT's nominated banking account. The Customer shall furnish CAMPT with proof of any payments made immediately after the Customer has effected such payments.
- 4.3 The Customer shall not be entitled to:
 - 4.3.1 apply any set off, in respect of any cause whatsoever, as against any amounts owing by CAMPT;
 - 4.3.2 withhold payment to CAMPT, of any amounts due to CAMPT, pending settlement of any disputes or claims by the Customer; or
 - 4.3.3 withhold or defer payment of any amounts due in terms of any Service Agreement for any reason whatsoever.
- 4.4 Should the Customer fail to make payment of any amounts due to CAMPT on the due date for such payment or fail to honour any of its other obligations in terms of any Service Agreement or the STCT, or should a judgement be granted against the Customer or any Surety or should the Customer's or any Surety's estate be surrendered/liquidated/sequestered/wound-up/placed under Judicial Management, provisionally or finally or should the Customer or any Surety propose an offer of compromise to any of its creditors, or should the Customer be placed under business rescue, or if the Customer or any Surety commits or permits any act or omission which prejudices the rights of CAMPT or causes any prejudices the value of any Security, then, in any of the aforesaid events:
 - 4.4.1 CAMPT shall be entitled to immediately suspend the rendering of Services in terms of any Service Agreement;
 - 4.4.2 the Customer agrees that interest, calculated daily and compounded monthly, shall be payable on any overdue outstanding amounts at 3 % above the prime rate as quoted and charged, by CAMPT's bankers, from time to time, as from the due date of payment to the date of payment;
 - 4.4.3 all amounts owing by the Customer, to CAMPT, shall immediately become due, owing and payable;
 - 4.4.4 CAMPT shall be entitled to cease any further performance in terms of the STCT and/or any Service Agreement; and
 - 4.4.5 CAMPT shall be entitled to exercise a lien over and/or retain possession of all Goods, then in its possession or under its control and shall be entitled to retain such possession until such time as all amounts due to CAMPT have been settled in full. In addition, the Customer shall be liable for the costs of such storage determined at CAMPT prevailing rate.
- 4.5 Unless specifically agreed upon in writing by CAMPT, no early settlement discounts, rebates or confidential discounts shall be allowed. Any applicable early settlement discounts, rebates or confidential discounts shall be forfeited if payment of all the Charges due in respect of the Service Agreement/s, where such settlement discounts, rebates or confidential discounts may be claimed, is not made on the due date.
- 4.6 The Customer shall be liable to CAMPT for all legal expenses on the attorney and client scale incurred by CAMPT in the event of (a) any default by the Customer or (b) any litigation in regard to the validity and enforceability of these STCT. All payments

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made by the Customer shall be appropriated firstly towards the payment of legal costs, thereafter towards payment of interest and thereafter in reduction of the capital sum due to CAMPT.

4.7 The Charges quoted, raised by CAMPT or otherwise agreed to by CAMPT in respect of any Service Agreement, exclude any duties, taxes, imposts, clearing charges, customs fees or charges of whatsoever nature levied by the authorities at any border in connection with the Goods.

5 PROVISION OF SERVICES

5.1 CAMPT agrees to provide Services to the Customer, who agrees to accept the provision of such Services from CAMPT, described in each separate Service Agreement, on the terms contained in these STCT, the Quotation (if any), the Purchase Order and/or the Load Documents, pertaining to the Services described in such Service Agreement, subject to the provisions of clause 3.7.

5.2 Every undertaking to render the Services shall be subject to the condition that CAMPT or its duly appointed sub-contractor has suitable Vehicle/s available to render such Services at the necessary time.

5.3 CAMPT shall be entitled at any time by notice in writing to the Customer, to cancel or resile from any Service Agreement in circumstances where it becomes impracticable or uneconomical for CAMPT to perform under such Service Agreement and the Customer shall have no claim of any nature whatsoever against CAMPT for any loss or damages of any nature whatsoever which the Customer may incur as a result of such cancellation.

5.4 In the event of any emergency or unforeseen circumstance arising in respect of which CAMPT has, in its opinion, no reasonable control, CAMPT reserves the right to cancel any Service Agreement, and should any such emergency or unforeseen circumstance arise during transit CAMPT shall have the right to:

5.4.1 deliver the Goods in transit, to the nearest reasonable destination, which delivery shall be deemed to be in full compliance by CAMPT with its obligations under the Service Agreement in question;

5.4.2 to make use of any reasonable alternative route to that provided for in the Service Agreement, and if any additional distance has to be travelled, to claim the additional costs in respect thereof, such costs being determined at CAMPT's prevailing rates; and

5.4.3 at its discretion to transfer any Goods from any Vehicle to another and pending such transfer to keep such Goods in such a place as CAMPT deems suitable, and to claim the costs in respect of such transfer and storage.

6 CROSS BORDER SERVICES

6.1 The Customer shall, prior to the Collection of the Goods by CAMPT, be responsible for:

6.1.1 the preparation of all documents and forms required to export or import any Goods into or from South Africa or any other country and/or to transport the Goods through any country *en-route* to the Delivery Point;

6.1.2 obtaining the necessary pre-clearances required to export or import any Goods into or from South Africa or any other country and/or to transport the Goods through any country *en-route* to the Delivery Point; and

6.1.3 the payment of any and all taxes, duties, VAT and/or other statutory amounts payable in export or import any Goods into or from South Africa or any other country and/or to transport the Goods through any country *en-route* to the Delivery Point.

6.2 In the event that the Customer fails to comply with its obligations in terms of clause 6.1, then:

6.2.1 CAMPT shall be entitled to:

6.2.1.1 to offload at the relevant border or elsewhere, any Goods in respect of which the Customer failed to comply with its obligations in terms of clause 6.1, and any such Goods so off-loaded shall:

6.2.1.1.1 be off-loaded and stored at the Customer's sole risk and expense;

6.2.1.1.2 be deemed to have been delivered to the Customer, who shall be required to make payment of the Charges in terms of the Service Agreement, and the Customer shall be required, at its sole cost and expense, to make its own arrangements regarding the storage of such off-loaded Goods and the collection thereof once the requisite payment/s have been made;

6.2.1.2 to recover from the Customer the costs of any additional distance that had to be travelled; and

6.2.1.3 to recover demurrage charges applied at the then applicable rate charged by CAMPT calculated per hour, or part thereof, that CAMPT is delayed at the relevant border or elsewhere as a result of such failure.

6.2.2 in the event that CAMPT, in its sole discretion, elects not to off-load the Goods, CAMPT shall be entitled to:

6.2.2.1 return the Goods to CAMPT's premises, in which event:

6.2.2.1.1 the Customer shall be liable to CAMPT, in addition to the Charges related to the Service Agreement, for any damages that CAMPT may suffer due to delays resulting from such failure by the Customer to complying with its obligations, either timeously or at all, including without limitation:

6.2.2.1.1.1 demurrage charges applied at the then applicable rate charged by CAMPT, calculated per hour, or part thereof, that CAMPT is delayed at the relevant border or elsewhere as a result of such failure;

6.2.2.1.1.2 the costs of transporting the Goods back to CAMPT's premises;

6.2.2.1.1.3 the costs of storage of the Goods at CAMPT's premises; and

6.2.2.1.1.4 any fines, charges, other costs and/or penalties incurred by CAMPT and/or its sub-contractors, which shall become payable immediately as against presentation of an invoice issued by CAMPT

6.2.2.2 continue with the carriage of the Goods to the Delivery Point, in which event:

6.2.2.2.1 the Customer shall be liable to CAMPT, in addition to the Charges related to the Service Agreement, for any damages that CAMPT may suffer due to delays resulting from such failure by the Customer to comply with its obligations, either timeously or at all, including without limitation:

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- 6.2.2.2.1.1 demurrage charges applied at the then applicable rate charged by CAMPT, calculated per hour, or part thereof, that CAMPT is delayed at the relevant border or elsewhere as a result of such failure; and
- 6.2.2.2.1.2 any fines, charges, other costs and/or penalties incurred by CAMPT and/or its sub-contractors, which shall become payable immediately as against presentation of an invoice issued by CAMPT.

7 LOAD MANAGEMENT

7.1 The Customer will ensure that:

- 7.1.1 the Goods are ready for loading, at the Collection Point, at the time designated in the Load Documents, Quotation and/or Purchase Order for the loading of the Goods;
- 7.1.2 all facilities, equipment and personnel required for the loading of the Goods, at the Collection Point, are available at the time designated in the Load Documents, Quotation and/or Purchase Order for the loading of the Goods. It being expressly recorded that CAMPT shall not be required to provide any equipment, labour or other assistance in the loading of the Goods;
- 7.1.3 all the Goods are loaded on the Vehicle, at the Collection Point, within a period of 4 (four) hours from the time designated in the Load Documents, Quotation and/or Purchase Order for the loading of the Goods;
- 7.1.4 all documentation necessary in connection with any Goods in respect of which Services are to be provided and the Services in respect thereof shall be fully and correctly prepared and handed to the driver of the Vehicle, at the time of Loading , at the Collection Point, at the time designated in the Load Documents, Quotation and/or Purchase Order for the loading of the Goods;
- 7.1.5 a duly authorised party is available at the Delivery Point, at the time arrival of the Vehicle in order to authorise the off-loading of the Goods;
- 7.1.6 a duly authorised party is available at the Delivery Point, at the time of the Off-Loading of the Vehicle, to attend on the signature of all documents required to confirm delivery of the Goods;
- 7.1.7 the Goods can be off-loaded, at the Delivery Point, at the time of arrival of the Vehicle at the Delivery Point;
- 7.1.8 all facilities, equipment and personnel required to attend on the off-loading of the Goods, at the Delivery Point, are available at the time of arrival of the Vehicle at the Delivery Point. It being expressly recorded that CAMPT shall not be required to provide any equipment, labour or other assistance in the off-loading of the Goods;
- 7.1.9 the Goods are off-loaded, at the Delivery Point, within a period of 4 (four) hours from the time of arrival of the Vehicle at the Delivery Point;
- 7.1.10 the loading of the Goods at the Collection Point, at the time of collection of the Goods, is undertaken in conformance with the directives issued by the driver of the Vehicle on which the Goods are to be loaded in conformance with the terms of any Service Agreement;
- 7.1.11 the weight and volume of the Goods to be loaded conforms to the weights and volumes, referred to in the Load Documents, Quotation and/or Purchase Order;
- 7.1.12 the total weight and manner in which the Goods have been loaded conforms with the weight limitations applicable to the Vehicle and the transporting of goods on a public roadway; and
- 7.1.13 all Goods to be loaded shall be in such condition and packaged in such manner as to enable the safe and efficient, loading, off-loading, handling, stowage and transport thereof.

7.2 In the event that:

- 7.2.1 the Customer fails to comply with its obligations in terms of clauses 7.1.1 to 7.1.9, then the Customer shall be liable to pay demurrage charges applied at the then applicable rate charged by CAMPT, per hour, or part thereof;
- 7.2.2 CAMPT becomes aware that the Customer has failed to comply with its obligations in terms of clauses 7.1.10 to 7.1.12:
 - 7.2.2.1 prior to the departure of the Vehicle from the Collection Point, then CAMPT shall be entitled to:
 - 7.2.2.1.1 call on the Customer to attend on taking all such steps as may be required in order for the Customer to comply with its obligations in terms of clauses 7.1.10 to 7.1.12, prior to the departure of the Vehicle from the Collection Point; or
 - 7.2.2.1.2 to call on the Customer to attend on the off-loading of the Vehicle, where the Customer has indicated that it is not willing or is unable to comply with its obligations in terms of clauses 7.1.10 to 7.1.12;
 - 7.2.2.1.3 to recover from the Customer, where the provisions of:
 - 7.2.2.1.3.1 clause 7.2.2.1.1 apply, demurrage charges applied at the then applicable rate charged by CAMPT, calculated per hour, or part thereof, that the Vehicle is delayed in departing from the Collection Point;
 - 7.2.2.1.3.2 clause 7.2.2.1.2 apply, the Charges payable in terms of the Service Agreement;
 - 7.2.2.2 after the departure of the Vehicle from the Collection Point, then CAMPT shall be entitled:
 - 7.2.2.2.1 to take all such steps as may be required in order to ensure that the Vehicle conforms with the weight limitations applicable to the Vehicle and the transporting of goods on a public roadway, which steps, may include, but not be limited to the immediate suspension of the transporting of the Goods, until such time as the Vehicle is in compliance with the weight limitations applicable to the Vehicle and the transporting of goods on a public roadway and the re-arrangement of the Goods on the Vehicle or the off-loading of portions and/or part of the Goods from the Vehicle, where;
 - 7.2.2.2.1.1.1 any re-arrangement of the Goods shall be undertaken at the Customer's sole risk;
 - 7.2.2.2.1.1.2 any off-loading and storage of Goods shall be undertaken at the Customer's sole risk and expense; and
 - 7.2.2.2.1.1.3 any off-loaded Goods shall be deemed to have been delivered to the Customer, who shall be required to make payment of the Charges in respect of the Service Agreement pertaining thereto, and the Customer shall be required,

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at its sole cost and expense, to make its own arrangements regarding the storage of such off-loaded Goods and the collection thereof once the requisite payment/s have been made; and

7.2.2.3 recover from the Customer:

7.2.2.3.1 any fines, charges, other costs and/or penalties incurred by CAMPT and/or its sub-contractors, which shall become payable immediately as against presentation of an invoice issued by CAMPT; and

7.2.2.3.2 demurrage charges applied at the then applicable rate charged by CAMPT, calculated per hour, or part thereof, determined from the time of suspension of the transporting of the Goods until such time as the Vehicle is in a position to lawfully continue with the transporting of the Goods; and

7.2.2.3.3 the costs of any additional distance that had to be travelled.

7.2.3 the Customer fails to comply with its obligations in terms of clause 7.1.13, then then CAMPT shall be entitled to call on the Customer to attend on taking all such steps as may be required in order for the Customer to comply with its obligations in terms of clause 7.1.13, prior to the commencement of loading of the Vehicle and to recover from the Customer, demurrage charges applied at the then applicable rate charged by CAMPT, calculated per hour, or part thereof, that the Vehicle is delayed in departing from the Collection Point, or where the Customer refuses to comply with its obligation in terms of clause 7.1.13, CAMPT shall be entitled to recover the Charges payable in terms of the Service Agreement.

8 SAFETY AND SUITABILITY OF LOADING AND DELIVERY LOCATIONS

8.1 The Customer shall be obliged to ensure that all Collection and Delivery Points are in a proper state of repair, safe for use and suitable for the loading and off-loading of the Goods and that the Vehicles will not be damaged in any way whilst performing Collection/s and/or Delivery/ies at such Collection and Delivery Points.

8.2 The Customer shall be responsible for and shall compensate CAMPT in respect of all or any damage sustained by it to any Vehicles, should any of CAMPT's Vehicles or any portion thereof, or any CAMPT's equipment become damaged whilst such Vehicles are on or in the process of entering upon or leaving any Collection Points and/or Delivery Points, howsoever such damage is caused, whether as a result of loading or off-loading of Goods or whether as the result of the Collection Point/s and/or Delivery Point/s not being in a proper state of repair, safe and/or suitable for use. The Customer shall be liable for such damage, whether same is direct, indirect or consequential.

8.3 Should CAMPT, or any of its servants, employees or agents, deem any Collection and/or Delivery Point to not be compliant with the provisions of clause 8.1, then CAMPT shall be entitled to refuse to enter upon such Collection and/or Delivery Points, as the case may be. In any instance where:

8.3.1 the Collection Point is not in a proper state of repair, safe for use and/or suitable for the loading of the Goods, then CAMPT shall be entitled to recover from the Customer the Charges payable in terms of the Service Agreement;

8.3.2 the Delivery Point is not in a proper state of repair, safe for use and/or suitable for the loading of the Goods, then:

8.3.2.1 if the Customer nominates an alternative suitable Delivery Point, the Customer shall be liable for:

8.3.2.1.1 demurrage charges applied at the then applicable rate charged by CAMPT, calculated per hour, or part thereof, determined from the time of arrival of the Vehicle at the Delivery Point to the time of arrival at an alternative delivery location; and

8.3.2.1.2 the costs of any additional distance that had to be travelled.

8.3.2.2 if the Customer fails to or is not otherwise in a position to nominate an alternative suitable delivery location then, CAMPT shall be entitled to:

8.3.2.2.1 off-load the Goods, at any suitable place chosen by CAMPT, and any such Goods so off-loaded shall:

8.3.2.2.1.1 be so off-loaded and stored at the Customer's sole risk and expense;

8.3.2.2.1.2 be deemed to have been delivered to the Customer, who shall be required to make payment of the Charges in respect of the Service Agreement pertaining thereto, and the Customer shall be required, at its sole cost and expense, to make its own arrangements regarding the storage of such off-loaded Goods and the collection thereof once the requisite payment/s have been made; and

8.3.2.2.2 to recover from the Customer the costs of any additional distance that had to be travelled.

8.3.2.2.3 to recover demurrage charges applied at the then applicable rate charged by CAMPT, calculated per hour, or part thereof, determined from the time of arrival of the Vehicle at the Delivery Point to the time of arrival at an alternative delivery location.

9 REFUSAL TO ALLOW OFF-LOADING AT ANY DELIVERY LOCATION

In the event that the Customer or any other party refuses to allow the Goods to be off-loaded at the Delivery Point, then:

9.1 if the Customer nominates an alternative delivery location, the Customer shall be liable for:

9.1.1 demurrage charges calculated at the then applicable rate charged by CAMPT, calculated per hour, or part thereof, calculated from the time of arrival of the Vehicle at the Delivery Point to the time of the nomination of an alternative delivery location; and

9.1.2 the costs of any additional distance that had to be travelled.

9.2 if the Customer fails to or is otherwise not in a position to nominate an alternative suitable delivery location then, CAMPT shall be entitled to:

9.2.1 off-load the Goods, at any suitable place chosen by CAMPT, and any such Goods so off-loaded shall:

9.2.1.1 be so off-loaded and stored at the Customer's sole risk and expense;

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9.2.1.2 be deemed to have been delivered to the Customer, who shall be required to make payment of the Charges in respect of the Service Agreement pertaining thereto, and the Customer shall be required, at its sole cost and expense, to make its own arrangements regarding the storage of such off-loaded Goods and the collection thereof once the requisite payment/s have been made; and

9.2.2 to recover from the Customer the costs of any additional distance that had to be travelled and

9.2.3 to recover demurrage charges applied at the then applicable rate charged by CAMPT, calculated per hour, or part thereof, determined from the time of arrival of the Vehicle at the Delivery Point to the time of arrival at an alternative delivery location.

10 HAZCHEM GOODS

10.1 The Customer warrants that all Goods forming the subject of a Service Agreement will not be hazardous, dangerous or explosive goods and do not fall under any Hazchem regulations.

10.2 In the event that CAMPT establishes that the Goods forming the subject of any Service Agreement are hazardous, dangerous or explosive goods or otherwise fall under any Hazchem regulations:

10.2.1 prior to the departure of the Vehicle from the Collection Point, then CAMPT shall be entitled to:

10.2.1.1 immediately call on the Customer to attend on the off-loading of the Goods; and

10.2.1.2 recover from the Customer the Charges payable in terms of the Service Agreement.

10.2.2 after the departure of the Vehicle from the Collection Point, then CAMPT shall be entitled:

10.2.2.1 to off-load the Goods or any part thereof, at any suitable place chosen by CAMPT, and any such Goods so off-loaded shall:

10.2.2.1.1 be so off-loaded and stored at the Customer's sole risk and expense;

10.2.2.1.2 be deemed to have been delivered to the Customer, who shall be required to make payment of the Charges in respect of the Service Agreement pertaining thereto, and the Customer shall be required, at its sole cost and expense, to make its own arrangements regarding the storage of such off-loaded Goods and the collection thereof once the requisite payment/s have been made; and

10.2.2.2 to recover from the Customer any fines, charges, other costs and/or penalties incurred by CAMPT and/or its sub-contractors, which shall become payable immediately as against presentation of an invoice issued by CAMPT; and

10.2.2.3 to recover demurrage charges applied at the then applicable rate charged by CAMPT, calculated per hour, or part thereof, determined from the time of suspension of the transporting of the Goods until such time as all the Goods have been off-loaded; and

10.2.2.4 to recover from the Customer the costs of any additional distance that had to be travelled.

10.3 Any amounts due to CAMPT in terms of clauses 10.2.2.2, 10.2.2.3 and 10.2.2.4 shall become payable immediately as against presentation of an invoice issued by CAMPT.

11 PROVISIONS RELATING TO THE SERVICES

11.1 All Charges quoted shall be based on the dimensions and/or weights of the Goods in respect of which Services are to be provided, which dimensions and/or weights will have been furnished by the Customer to CAMPT, and accordingly in the event that any of the weights and/or dimensions of the Goods furnished by the Customer are less than the actual weights and/or dimensions, the quoted Charges shall be increased accordingly, should the weights and/or dimensions of the Goods furnished by the Customer be more than the actual weights and/or dimensions then the Customer shall not be entitled to any remission of the Charges.

11.2 All Delivery Dates and other information furnished by CAMPT in regard to the Services to be provided by CAMPT, and representations in regard thereto, are approximate and are furnished for information purposes only, and unless specifically guaranteed by CAMPT in writing shall not form part of any Service Agreement nor bind CAMPT in any way whatsoever, it being specifically agreed that time shall NOT be of the essence in effecting a Collection and/or Delivery. In any circumstances where a Delivery Date was expressly guaranteed by CAMPT in writing, any claim by the Customer shall be limited to the to refund of any amounts paid to CAMPT on account of such Services, or a credit of any invoice raised by CAMPT on account of such Services, in circumstances where CAMPT has not yet received payment, and the Customer shall not have any other claims of any nature whatsoever against CAMPT.

11.3 CAMPT shall use its reasonable endeavours to provide the Services forming the subject matter of a Service Agreement on or before the estimated Delivery Date of such Goods as notified, by CAMPT to the Customer, and delivery of Goods in respect of which Services are to be rendered to the required Delivery Point, after such Delivery date, shall constitute good delivery whether or not anyone refuses to accept or to acknowledge delivery of such Goods on behalf of the Customer.

11.4 In the event that CAMPT does not provide any Services on the Collection Date, as notified by CAMPT to the Customer, or within 7 (seven) days from the date of receipt of written notice calling upon it to provide such Services, the Customer shall be entitled to cancel the Service Agreement pertaining to such Services and to reclaim any amounts paid to CAMPT on account of such Services but shall not have any other claims of any nature whatsoever against CAMPT.

11.5 Notwithstanding the foregoing, should the provision of any Services be delayed, hindered or interfered with by any circumstances whatsoever outside CAMPT's control, the time or times for the provision of such Services shall be extended until the lapse of a reasonable period after the cessation of the said circumstances, and CAMPT shall not be liable for any claim, loss or damage caused by such delay.

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11.6 The Customer shall, on delivery of any Goods in respect of which Services shall have been rendered by CAMPT, to the Customer, attend on the signature of CAMPT's delivery note or any delivery note, prepared by a third party, which CAMPT may present for signature. A delivery note signed by the Customer or by someone purporting to sign on behalf of the Customer or by anyone else at the Delivery Point shall be prima facie proof, until the contrary is proved, of the delivery of the Goods listed thereon, in good condition. CAMPT's delivery notes and/or a copy of delivery note, prepared by a third party, which CAMPT present for signature, will be deemed to be a true and accurate record of the delivery of Goods referred to therein.

12 ROUTE PLANNING

12.1 Unless otherwise expressly agreed, CAMPT shall in its sole discretion, decide upon which route to follow in effecting any Collection/s and/or Delivery/ies, and CAMPT shall be entitled at any time to vary any route, that may have been agreed upon with the Customer, should CAMPT within its sole and absolute discretion deem any such route change to be prudent, or otherwise reasonably required to mitigate risks, or attend on the preservation of any Vehicle and/or the Goods.

12.2 Should the Customer at any time during the course of the transit of the Goods, request that the Goods be delivered to an alternative Delivery Point, then the Customer shall be liable to pay to CAMPT the costs of the additional distance travelled.

12.3 Unless otherwise recorded in the Load Documents, Quotation and/or Purchase Order, all Charges quoted by CAMPT are done on the basis that the Collection/s and/or Deliveries will be effected on a one stop basis. The Customer shall be liable for the payment of additional Charges should CAMPT be required to make further stops for the loading and/or off-loading of Goods in respect of which Services are being provided. In such event CAMPT shall be entitled to recover the costs of any additional distance travelled and demurrage charges applied at the then applicable rate charged by CAMPT, calculated per hour, or part thereof, determined from the time at which the Vehicle arrives at any additional Delivery Point to the time that the Vehicle departs from such Delivery Point.

13 RISK OF LOSS OR DAMAGE AND INSURANCE

13.1 CAMPT shall bear no risk of loss or damage, howsoever arising and howsoever caused, in respect of any Goods forming the subject of any Service Agreement, unless the Customer has requested that CAMPT insure such goods and has made payment or in the case of Customers having a Credit Facility, the Customer has accepted liability for payment of the costs of such insurance as quoted by CAMPT. The Customer acknowledging that any Goods to be insured where any cross-border Services are being rendered will be subject to higher premiums and/or an additional premium.

13.2 Where any Services are rendered by CAMPT, where the Customer has requested CAMPT to insure the Goods forming the subject of a Service Agreement, then the Customer expressly acknowledges that all Services are provided by CAMPT to the Customer, are effected on the basis that any risk that CAMPT may bear in respect of any loss or damage to any of the Goods, is expressly limited to the nature of the risks, exclusions, nature of liability, limits of liability, limits of quantum, claim excesses and the indemnification computations that CAMPT may have insured through its insurers, for goods in transit insurance, as at the time of rendering the Services in terms of any Service Agreement ("CAMPT's Insured Risk"). Save as aforesaid CAMPT bears no risk of loss or damage to any Goods in respect of which Services are to be provided by CAMPT, beyond the CAMPT's Insured Risk, and such additional risk vests in the Customer, and the Customer shall have no claim of any nature whatsoever or howsoever arising against CAMPT for any loss or damage which the Customer may incur or suffer as a result of any loss or damage to any Goods, beyond CAMPT's Insured Risk, in respect of which Services are to be provided by CAMPT whilst such Goods are in the possession or under the control of CAMPT in the rendering of any Service, irrespective of how such loss or damage shall have occurred and hereby indemnifies CAMPT against any such claim. Any claims which the Customer may have as against CAMPT, which claims are covered by CAMPT's insured Risk, shall only become due for payment once CAMPT has received compensation in respect of such claims from CAMPT's insurers. The Customer shall not under any circumstances be entitled to off-set or withhold any payments due to CAMPT on account of a pending claim as against CAMPT.

13.3 It is recorded that part of CAMPT's insured Risk, is covered under the SASRIA Cover, the customer acknowledging that SASRIA claims have their unique processing and settlement processes and the Customer being bound by the provisions of clause 13.1 in respect of any claims under SASRIA Cover.

13.4 The Customer shall be liable for any excesses or first deductible losses which are not covered in terms CAMPT's Insured Risk, or which may be applied by CAMPT insurers on account of any claims lodged as against them.

13.5 The Customer acknowledging and agreeing that should the Customer require any insurance beyond or in addition to CAMPT's Insured Risk, then it is the Customer's sole responsibility and obligation to procure that all Goods in respect of which any Services are to be provided by CAMPT to the Customer are adequately insured for all risks to which such Goods may be subject whilst in the possession or under the control of CAMPT whilst providing such Services.

13.6 Notwithstanding what is set out above, CAMPT shall bear no risk in respect of any loss or damage to any of the Goods, and the Customer shall have no claim of any nature whatsoever or howsoever arising against CAMPT for any loss or damage which the Customer may incur or suffer as a result of any loss or damage to any Goods:

13.6.1 in circumstances where:

13.6.1.1 the Goods were not in a condition or were otherwise not properly packaged so as to be safely loaded, off-loaded, handled, stowed and/or transported; or

13.6.1.2 in respect of any glass items, table tops, counter tops or mirrors which are not individually crated; or

13.6.1.3 CAMPT has not inspected and verified the contents of any parcel, carton, box, container or case of Goods in respect of which any Services are to be rendered; or

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13.6.1.4 the loss in respect of the Goods has been caused whilst CAMPT was not Handling the Goods, the Customer bearing the onus of proving that any such loss was occasioned whilst CAMPT was Handling the Goods.

13.6.2 whilst the Goods are being loaded, off-loaded or being otherwise handled by the Customer or any third at the time of loading or off-loading of any of the Goods.

14 DAMAGE TO VEHICLES

Should any of CAMPT's Vehicles and/or any portion thereof and/or its equipment become damaged while such Vehicles are in transit through any other fault of the Customer and/or its servant or agents, and whether as a result of loading, off-loading or otherwise or whether as a result of the Goods themselves, then the Customer shall be responsible and shall compensate CAMPT for any such damage, whether the same be direct, indirect or consequential.

15 DISCLOSURES RELATING TO THE GOODS

15.1 The Customer shall furnish CAMPT with a fully detailed description of the Goods to be conveyed in terms of any Service Agreement, the value of the respective Goods, any other applicable information requested by CAMPT and the customs codes of the respective Goods, in cases where the Goods are to be conveyed across any borders.

15.2 The Customer warrants in favour of CAMPT, that the description of the Goods, the disclosed values thereof, the customs codes and any other information requested by CAMPT, shall be true, correct, complete and accurate in each and every respect, and the Customer hereby indemnifies CAMPT against all losses, damages, expenses and fines arising from any inaccuracy or omission, even if such inaccuracy or omission is not due to any negligence.

16 LIEN

16.1.1 CAMPT shall have a lien over all Goods in respect of which Services are to be rendered by CAMPT together with all documents related to such Goods, as security for all monies owing to it by the Customer. In addition, the Customer shall be liable for the costs of such storage determined at CAMPT prevailing rate.

16.1.2 CAMPT shall be entitled to retain possession of all Goods in respect of which Services are to be rendered, as security for any monies which may be due and payable to CAMPT by the Customer from any cause howsoever arising. In addition, the Customer shall be liable for the costs of such storage determined at CAMPT prevailing rate.

16.2 If any amounts are due by the Customer to CAMPT, and such amounts are not paid in full to CAMPT, within 7 (seven) days after dispatch of a notice by CAMPT, to the Customer, to the effect that CAMPT intends disposing of any Goods held by CAMPT, and in respect of which CAMPT has rendered Services, CAMPT shall be entitled to proceed with the sale of such Goods, within its sole and absolute discretion, either by way of a private sale or public auction, and thereafter apply the sale proceeds to the Customer's outstanding indebtedness and costs incurred in the sale of such Goods and thereafter any surplus will be payable by CAMPT to the Customer. These STCT shall be deemed to be an irrevocable power of attorney duly authorising CAMPT to sell the Goods for and on behalf of the Customer and to receive the sale consideration realised in terms of such sale.

16.3 CAMPT's rights as recorded in this clause shall be in addition to any other rights which CAMPT may enjoy in respect of the Goods and at law generally.

17 APPOINTMENT OF SUB-CONTRACTORS

CAMPT shall have the right, wherever it within its sole and absolute discretion, may deem it to be necessary and/or appropriate to appoint sub-contractors to engage sub-contractors or agents to attend on the rendering of the Services. In such instances the Customer will be deemed to have consented to such appointment and any, warranties, exclusions of liability and other obligations of the Customer shall apply in favour of such sub-contractor and/or agents.

18 LIMITATION OF LIABILITY

The Customer shall:

18.1 not, unless otherwise expressly provided for herein, have any claim of any nature against CAMPT for any loss, damage or injury which the Customer may directly or indirectly suffer (whether or not such loss, damage or injury is caused through the negligence of CAMPT or CAMPT's servants or employees) by reason of the provision of any Services or any other cause whatsoever, or arising in any manner whatsoever out of the provision of any Services, or arising from any other cause whatsoever and the Customer indemnifies CAMPT and holds it harmless against liability for any damage or loss whatsoever which the Customer, the Customer's directors, employees, clients, servants, invitees, visitors or any other person may suffer in relation to the provision of Services, irrespective of the cause, and the Customer hereby indemnifies CAMPT and holds it harmless against any such claims; and

18.2 under no circumstances have any claim against CAMPT arising out of any Service Agreement and/or any loss or damage of any Goods in respect of which Services have been provided, for consequential loss howsoever caused, and the Customer hereby further indemnifies CAMPT and holds it harmless against any such claims. and in all cases where liability may be incurred by CAMPT for any reason, the Customer expressly agrees that such a liability shall be limited to the amount of the Charges that were payable by the Customer to CAMPT for the provision of the Services in respect of which such claim arose.

19 GENERAL PROVISIONS

19.1 The Customer shall not be entitled to rely on, and by signature hereof renounces, the benefit of the exceptions *non numeratae pecuniae, non cause debiti, revision of accounts, errore calculi*, and, where applicable *de duobus vel pluribus reis debendi* and declares that it fully understands the meaning, force and effect of this renunciation.

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- 19.2 The Customer agrees that no indulgence whatsoever by CAMPT will effect the terms of this Agreement or any of the rights of CAMPT and such indulgence shall not constitute a waiver by CAMPT in respect of any of its rights herein. Under no circumstances will CAMPT be estopped from exercising any of its rights in terms of this Agreement.
- 19.3 The Customer chooses its *domicilium citandi et executandi* at the "Applicant's principal trading address" as stated on the credit application or in the absence of such address being provided, at the trading address as recorded in any Purchase Order, or other document requesting the provision of Services by CAMPT.
- 19.4 Any documentation shall be deemed duly presented to the Customer within 24 hours of being e-mailed to any of the Customer e-mail addresses, as set out in the credit application, or in the absence of such e-mail addresses being provided, any e-mail address from which a request for the rendering of the Services originated, or being delivered by hand to the Customer to its *domicilium citandi et executandi*,
- 19.5 The Customer undertakes to inform CAMPT in writing within 7 days of any change of Directors, Members, Shareholders, Owners or Partners or address or 14 days prior to alienating the Customer's business and failure to do so shall constitute a material breach of these STCT.
- 19.6 The Customer hereby consents to the storage and use by CAMPT of the information that it has provided to CAMPT for establishing its credit rating and to CAMPT disclosing such information to credit control companies, banks and other institutions involved in rating credit, and further:
- 19.6.1 to perform a credit search on the Customer's credit profile with more than one registered credit bureau at any time during the currency of these STCT;
- 19.6.2 should the Customer fail to meet its commitments in terms of these STCT record the Customer's non-performance to any credit bureau;
- 19.6.3 to request a report where CAMPT and/or its agents are monitoring the Customer's payment behaviour by researching the Customer's profile;
- 19.6.4 to use any new information and data obtained from any registered credit bureau in respect of future applications for credit or to continue with the current credit facilities (if applicable);
- 19.6.5 to record the details in respect of the Customer's account with any registered credit bureau; and
- 19.6.6 to record and transmit details of the Customer's performance in terms of these STCT and to any registered bureau how the account is conducted by the Customer in meeting its obligations in terms of these STCT.
- 19.7 The Customer agrees that CAMPT will not be held liable for the bona fide disclosure of information, in terms of clause 19, to a third party and that no further specific consent need to be obtained for the transfer of such information to a third party.
- 19.8 If any provision of these STCT (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of these STCT, and the validity and enforceability of the other provisions of these STCT shall not be affected. If a provision of these STCT (or part of any provision) is found illegal, invalid or unenforceable, the offending provision shall apply with the minimum modification necessary to make it legal, valid and enforceable. Any severing or modification of any such provision shall not affect the remaining provisions of these STCT which shall continue to be of full force and effect.
- 19.9 Any Service Agreement is subject to cancellation by CAMPT due to force majeure from any cause beyond the control of CAMPT, including (without restricting this clause to these instances), inability to secure goods, labour, power, materials or supplies, or by reason of an act of God, war, civil disturbance, riot, state of emergency, strike, lockout, or other labour disputes, fire, flood, drought or legislation.
- 19.10 This Agreement and its interpretation is subject to South African law.
- 19.11 The Customer hereby acknowledges that CAMPT has not given to the Customer any warranties or guarantees of any kind whatsoever, whether express or implied, nor has it made any representations as to any other matter or thing whatsoever. The Customer further acknowledges that no agent, servant, representative, director, or other person who may act for CAMPT has the authority to make any verbal representation, statement, warranty or guarantee which has any binding effect on CAMPT.
- 19.12 Each Service Agreement sets out and constitutes the entire agreement between Customer and CAMPT as to the subject matter thereof and the Customer acknowledges that there are no collateral oral agreements or conditions in any way varying any such Service Agreement which have not been reduced to writing and signed by the Parties. It is further agreed that no agreement in any way varying any Service Agreement, and no consensual cancellation thereof shall be of any force or effect unless contained in writing and signed by the Parties. The Customer further confirms that each Service Agreement will correctly reflect the nature of the agreement between the Parties, and the intention of the Parties.
- 19.13 Each Service Agreement is personal to the Customer and its rights or obligation herein may not be ceded, transferred, assigned or delegated without the prior written consent of CAMPT having been obtained thereto.
- 19.14 These STCT shall apply to and govern any future Contracts for the provision of Services concluded between CAMPT and the Customer.

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Applicant/Customer's Initials	