CONNECT SUPPLY CHAIN SERVICES (PROPRIETARY) LIMITED T/A

STANDARD TERMS AND CONDITIONS OF CARRIAGE BETWEEN CONNECT LOGISTICS AND THE CARRIER

1. DEFINITIONS AND INTERPRETATION

1.1 In this document, except where the context clearly indicates the contrary:

1.1.1 **"Business Day"** means any day other than a Saturday, Sunday or South African Public Holiday;

1.1.2 **"Calendar Month"** means one of the 12 (twelve) months of the year from the first to the last day of such month;

1.1.3 **"Carrier"** means the transport service provider appointed by Connect Logistics to provide the Services and includes the Carrier's Personnel;

1.1.4 **"Client"** means the person to whom Connect Logistics provides the Services as specified in the Loadcon;

1.1.5 **"Connect Logistics"** means Connect Supply Chain Services (Proprietary) Limited trading as Connect Logistics, registration number 2010/013489/07, including its Personnel, and shall also include its cessionaries, assignees and/or successors in title;

1.1.6 **"Connect Logistics Group"** means any holding or subsidiary company of Connect Supply Chain Services trading as Connect Logistics, or of any holding or subsidiary company within the Connect Supply Chain Services trading as Connect Logistics Group;

1.1.7 **"Collection Point"** means the address from which the Carrier must collect the Goods for delivery;

1.1.8 **“Delivery Charges”** means the total amount payable for the Services agreed by the parties telephonically or otherwise and reflected in the applicable Loadcon issued by Connect Logistics and in the Carrier's corresponding VAT

Initial Here

invoice;

1.1.9 **"Delivery Documents"** means the detailed signed and stamped collection and delivery load schedules and notes issued by the Clients and/or the Carrier for the Goods in respect of which the Carrier provides the Services;

1.1.10 **"Document Submission Date"** means 7 (seven) days after delivery;

1.1.11 **"Drivers"** means the drivers of the Vehicles appointed by the Carrier to perform the Services;

1.1.12 **"Drop-off Point"** means the address specified in the Delivery Documents to which the Carrier must deliver the Goods;

1.1.13 **"Dunnage"** means lashing equipment, tarpaulins, chocks, pallets, pipes and/or other items used to secure the Goods in or on the Vehicle and protect the Goods during transport;

1.1.14 **"Goods"** means the goods in respect of which the Carrier provides the Services, including anything onto, or into, which the Goods are consolidated or packed for transport, such as containers, trailers, flats, tilts, transportable tanks, igloos, ISO-tainers and pallets;

1.1.15 **"Loadcon"** means a load confirmation order notice issued by Connect Logistics to the Carrier confirming the Services which the parties have agreed the Carrier is to perform, including the date on which the Services are required, the value of the Goods and the applicable Delivery Charges;

1.1.16 **"NRTA"** means the National Road Traffic Act, 1996 (Act No. 93 of 1996), as amended from time to time;

1.1.17 **"Parties"** means Connect Logistics and the Carrier collectively, and "**Party**" means either one of them

1.1.18 **"Payment Date"** means the last day of the Calendar Month following the Document Submission Date, provided that documents have been submitted by midday on the 20th (twentieth) day of a Calendar Month, or if that day is a Saturday, Sunday or South African public holiday, midday on the last Business Day before the 20th (twentieth) day of that Calendar Month, failing which Payment Date shall be the last day of the next Calendar Month;

1.1.19 **"Payment Documents"** means:

Initial Here

1.1.19.1 the Carrier's original VAT invoice in respect of the Services provided, containing an accurate description of the Services, the date on which they were provided, the applicable Delivery Charges and the Loadcon number to which the VAT invoice relates.

1.1.19.2 with regards to Services crossing the borders of South Africa, Payment Documents also comprise weighbridge ticket at Drop-off Point, Customs Release, Customs Declaration Form SAD502 (Transit Control), and CN2 gate pass, provided that, after same is discontinued, and in any event for crossings at the Beitbridge Border Post, the production of Customs Status Response Message Code 41 will be required *in lieu* of the CN2 gate pass, due to the temporary discontinuation of the CN2 gate pass by the South African Revenue Service);

1.1.19.3 original copies of properly completed and signed Delivery Documents reflecting an accurate description of the Goods delivered, the Collection Point and Drop-off Point, date of delivery and the relevant Loadcon number to which the Delivery Documents relate; and

1.1.19.4 where applicable, properly completed documentation evidencing the transfer of possession and use of any CHEP pallets, including the obligation to pay the hire fee in respect of such pallets, to the recipient of the Goods;

1.1.20 **"Personnel"** means shareholders, officers, directors, employees, agents and subcontractors;

1.1.21 **"RTA"** means the Road Transportation Act, 1989 (Act No. 29 of 1989);

1.1.22 **"Services"** means the conveyance of the Goods from the Collection Point to the Drop-off Point in a Vehicle in accordance with the Loadcon and these STCs, and includes associated services such as warehousing, loading and unloading of the Goods;

1.1.23 **"STCs"** means these Standard Terms and Conditions of Carriage;

1.1.24 **"Vehicle"** means the mode of transport used by the Carrier, upon or in which the Goods are transported.

1.2 **All Services which the Carrier provides to Connect Logistics are subject to these STCs and the Loadcon. The Carrier's standard trading terms and conditions do not apply.**

Initial Here

1.3 The standard trading terms and conditions of any relevant operating division of Transnet (SOC) Ltd ("**Transnet**") to which Connect Logistics is bound shall apply *mutatis mutandis*. A copy of the Transnet standard trading terms and conditions is available upon request. To the extent that Transnet's limit on its liability is greater than that of Connect Logistics in these STCs, Transnet's limit of liability shall be applicable.

1.4 If any provision is followed by the word "including" and specific examples, those examples must not be interpreted as limiting the general meaning of that provision.

1.5 Unless inconsistent with the context, words signifying any gender include the other gender and the neutral, words signifying the singular include the plural and vice versa and words signifying natural persons include juristic persons and vice versa.

1.6 Any costs incurred by Connect Logistics arising out of the breach by the Carrier of any of the provisions of these STCs must be borne by the Carrier on an attorney and own client scale.

2. SUBCONTRACTING

2.1 Connect Logistics appoints the Carrier to provide the Services to Connect Logistics in respect of the Clients.

2.2 The Carrier may not, without Connect Logistics' prior written consent, cede, assign or subcontract any of its obligations in terms of these STCs to any third party. Connect Logistics must also provide prior written consent for an appointed and approved subcontractor to, in turn, subcontract the Services to any third party.

2.3 If the Carrier appoints a subcontractor to perform the Services requested by Connect Logistics, such subcontract does not relieve the Carrier of any of its obligations in terms of these STCs and it is responsible to Connect Logistics for the acts and omissions of its subcontractor(s) as if they were acts and omissions of the Carrier.

2.4 The Carrier must ensure that all its subcontractors (and sub-subcontractors) abide by the provisions of these STCs as if they were the Carrier.

2.5 All appointed and approved subcontractors shall comply with the following terms and conditions:

2.5.1 all the relevant requirements in terms of the main agreement for the road freight

Initial Here

industry and all applicable labour legislation;

2.5.2 Connect Logistics is specifically indemnified in terms of and in respect of section 32(5) and or (5A) of the Labour Relations Act, 1995 (Act No. 66 of 1995) which stipulates that any subcontractor who falls within the council's registered scope shall be jointly and severally liable with the terms of the council's collective agreements. In terms of said guarantee, said indemnification relates to all aspects which might be applicable in the aforementioned circumstances; and

2.5.3 in the event that the appointed and approved subcontractor subcontracts to any third party, such indemnification will be an express agreement with the first subcontractor and subsequent agreements entered into will not apply to Connect Logistics.

3. THE CARRIER'S OBLIGATIONS

THE LOADCON

3.1 Connect Logistics may from time to time request the Carrier to provide the Services. Connect Logistics will issue the Carrier with a Loadcon confirming the details of the Services to be provided, including the agreed Delivery Charges.

3.2 The Carrier is deemed to have accepted the contents of the Loadcon on the earlier of the date on which the Carrier receives a copy of the Loadcon from Connect Logistics or the date on which the Carrier commences providing the Services.

COLLECTION AND DELIVERY

3.3 On the date and at the time specified in the Loadcon, the Carrier must collect the Goods from the Collection Point and deliver them to the Drop-off Point specified in the Delivery Documents using a Vehicle which is suitable for the nature and quantity of the Goods specified in the Loadcon.

3.4 If for any reason the Carrier is unable to provide the Services on the specified dates and times, the Carrier must immediately notify Connect Logistics of the delay by telephone or email.

3.5 On collecting the Goods from the Collection Point, the Carrier must satisfy itself that the Goods made available for collection match the quantity and types of Goods described in the Delivery Documents and that such Goods are suitably packaged

Initial Here

for safe loading and transport. If, in the Carrier's opinion, the Goods made available for collection do not match the Goods described in the Delivery Documents in any respects, or the Goods are not suitably packaged, are not in a clean, dry condition or appear to be damaged or leaking, the Carrier must not load the Goods and must immediately notify Connect Logistics thereof telephonically.

3.6 The Client is responsible for loading the Goods on to the Vehicle. The Carrier must ensure that the Goods are properly and securely loaded in or on the Vehicle, provide sufficient Dunnage to secure the Goods and safely transport them from the Collection Point to the Drop-off Point.

3.7 The Carrier must also ensure that the nature, tonnage and quantity of Goods loaded onto the Vehicle align with those specified on the Loadcon, prior to departure from Collection Point.

3.8 In the event that the nature, tonnage and/or quantity of the Goods loaded onto the Vehicle vary from those specified in the Loadcon, the Carrier shall, prior to departure, notify Connect Logistics of such variance. Connect Logistics shall not be held responsible for any and all claims arising from a variance between the Goods loaded onto the Vehicle and the Goods specified on the Loadcon, including short loading.

3.9 The Carrier must further ensure that the weight of the load is correctly distributed across the Vehicle’s axles and that the gross weight of the loaded Vehicle does not contravene applicable legislation. The Carrier is liable for any fines which are payable in respect of any overloading of the Vehicle or any of its axles.

3.10 On collection and delivery of the Goods, the Carrier must ensure that it procures original properly completed, signed, stamped and dated Delivery Documents from the Client and an authorised representative of the recipient of the Goods. In the event that the Carrier fails to procure such original Delivery Documents, the Carrier must request written confirmation from Connect Logistics that copies of such original Delivery Documents are acceptable to Connect Logistics. If the copies of such documents are not acceptable to Connect Logistics, Connect Logistics shall not be required to make payment to the Carrier for the services rendered in relation to such Delivery Documents.

DELAYS, BREAKDOWNS, ACCIDENTS AND HIJACKINGS

3.11 If, whilst delivering the Goods, a Vehicle is delayed, breaks down, is hijacked or is

Initial Here

involved in an accident, the Carrier must within 1 (one) hour of the incident occurring, notify Connect Logistics thereof (which notification, if telephonic, must be confirmed in writing) and in the case of an accident or hijacking, must immediately report the incident to the South African Police Service and provide Connect Logistics with the applicable case number under which the accident or hijacking has been reported.

3.12 If any of the aforementioned incidents are not reported to Connect Logistics in writing within 1 (one) hour of the time at which they occurred, Connect Logistics may at its election, reject the entire load of Goods at the Drop-off Point. The Carrier will be liable for all losses calculated based on the Free on Truck price of the Goods determined by the Client, plus any dead freight or short shipment penalties that may be issued to Connect Logistics by the Client.

3.13 Unless otherwise instructed by Connect Logistics, the Carrier must:

3.13.1 immediately provide an alternative Vehicle at the Carrier's expense, to deliver the Goods to the Drop-off Point within a reasonable time; and

3.13.2 ensure that the Vehicle is appropriately protected and provide such security as is necessary in this regard, until the Carrier provides an alternative Vehicle to transport the Goods.

3.14 If the Carrier fails to do so, Connect Logistics may, but is not obliged to, arrange for the necessary security and appoint another Carrier to deliver the Goods to the Drop-off Point and may recover the costs of doing so from the Carrier on demand.

3.15 If, as a result of providing the Services, the Carrier causes an environmental contamination of any nature, the Carrier must at its own cost, clean-up the contamination in accordance with the applicable environmental legislation, including the National Environmental Management, 1998 (Act No. 107 of 1998).

3.16 Connect Logistics shall carry no legal responsibility for the costs incurred as a consequence of any incident allegedly causing environmental-related damage, as per clause 10.2.11.

DAMAGED AND STOLEN GOODS

3.17 The Carrier is liable for any damage to, loss or theft of Goods during transit. Damage to the Goods for which the Carrier is liable includes but is not limited to any contamination or other change in the condition of the Goods arising as a direct

Initial Here

or indirect consequence of the Services provided by the Carrier and/or its duly authorised agent or subcontractor.

3.18 If any Goods have been damaged or stolen in transit, the Carrier must immediately notify its insurers thereof and take all necessary steps to institute a claim in respect of the damaged and/or stolen Goods.

3.19 The Carrier must liaise with Connect Logistics regarding the safe and appropriate disposal of the damaged Goods and must at the Carrier's cost, carry out Connect Logistics' instructions in that regard.

3.20 In the event of an incident involving damage to edible and/or branded goods, it is specifically noted that these items will be excluded from any form of salvage or recovery for re-sale purposes.

3.21 Connect Logistics reserves the right to appoint a private investigator, at the Carrier's cost, to establish the circumstances of the loss or theft of the Goods.

3.22 Should an investigation be held as a result of loss or theft of the Goods, then the Carrier agrees to cooperate with Connect Logistics and/or the authorities, and promptly provide all requested information and assistance in relation to the investigation.

THE DRIVERS

3.23 The Carrier must ensure that:

3.23.1 the Carrier's Drivers are honest, competent, reliable, of sober habits, courteous and are neatly dressed;

3.23.2 the Drivers are literate, fluent in the English language and trained to use a cellular telephone;

3.23.3 whilst providing the Services, none of the Drivers are under the influence of alcohol, drugs or other prohibited substances or any substances which detrimentally affect their performance;

3.23.4 whilst providing the Services, at all times whilst at the Collection Points and Drop-off Points, the Drivers comply with the relevant safety and other rules ("**Site Rules**") applicable at the Collection Points and Drop-off Points;

3.23.5 the Drivers are at all times fully equipped with, and wear whenever required to

Initial Here

do so by law or the Site Rules, all necessary personal protection equipment for the Services being performed, including reflective overalls, hard hats and safety shoes and/or boots, which must be carried in the Vehicles at all times;

3.23.6 procure that the Drivers consent to searches by the security personnel at the Collection Points and Drop-off Points of their persons, possessions, Vehicles and/or equipment and/or submit to breathalyzer tests, as and when required.

COMPLIANCE WITH LAWS

3.24 The Carrier must at all times comply with all laws, by-laws, any other collective agreements which are binding upon the Carrier and/or the Carrier's Personnel, including the NRTA and the RTA, the Regulations promulgated in terms of those statutes and any other law which deals with road transport, or the Vehicles or their use for the provision of the Services and, in particular, the Carrier must:

3.24.1 obtain and maintain the necessary certificates, permits, licenses and/or exemptions as prescribed in the NRTA and the RTA, the Regulations promulgated in terms of those statutes and any other law which deals with road transport, and deliver copies of the relevant documentation to Connect Logistics on request; and

3.24.2 pay all traffic fines and other penalties arising from the contravention by the Carrier or the Carrier's Personnel of the NRTA or the RTA.

4. DELIVERY CHARGES AND PAYMENT

4.1 Unless otherwise agreed by the parties in writing, in return for the Services, Connect Logistics must pay the Carrier the Delivery Charges.

4.2 On or before the Document Submission Date, the Carrier must provide Connect Logistics with the Payment Documents for the Services provided from the 20th (twentieth) day of the preceding Calendar Month, for payment at the end of the following month.

4.3 Unless the parties agree otherwise in writing and provided that Connect Logistics has received all the necessary Payment Documents by the Document Submission Date, Connect Logistics shall pay the Delivery Charges to the Carrier on or before the Payment Date, by electronic funds transfer into a bank account nominated by the Carrier in writing.

Initial Here

4.4 If Connect Logistics disputes any of the Delivery Charges in respect of any Services provided, including in relation to Goods which have been damaged or stolen in transit, Connect Logistics may withhold payment of the Delivery Charges in respect of those Services until the dispute has been resolved or Connect Logistics 's claim has been settled in full, and the Carrier may not cancel or interrupt the Services as a result thereof.

4.5 Connect Logistics may offset against any amount which it owes to the Carrier, any amount which the Carrier owes to Connect Logistics, including damages relating to Goods which are damaged or stolen during transit.

5. WARRANTIES

The Carrier warrants that:

5.1 it is an expert in the field of logistics, including amongst other things, road transport and warehousing services, and will perform the Services at least to an expert standard;

5.2 it is in possession of all valid permits, consents and other approvals required to lawfully provide the Services;

5.3 the Drivers are in possession of valid and appropriate driver’s licenses and professional driving permits, free of endorsements, and where necessary, are registered as operators in terms of the NRTA;

5.4 the Drivers are properly trained to provide the Services in accordance with these STCs and will comply with all requirements of the NRTA and RTA in relation to the use of the Vehicles;

5.5 the Vehicles are, and will at all times be, properly licensed, roadworthy and maintained in good and clean working order and condition;

5.6 it is, and will always be, in possession of current and valid certificates of roadworthiness in respect of each Vehicle;

5.7 it will on each occasion, provide Vehicles which are suitable for the nature and quantity of the Goods to be transported;

5.8 all the Vehicles are, and always will be, compliant with the requirements of the Carrier's insurers and it will, on request by Connect Logistics, whilst providing the Services, ensure that it is fully aware of and will accordingly advise Connect

Initial Here

Logistics of the whereabouts of the Vehicles when requested to do so or as otherwise agreed by the parties;

5.9 it shall at all times comply with all laws relating to the provision of the Services and use of the Vehicles, including the laws of any country other than South Africa in which the Collection Points and/or Drop-off Points are located, the NRTA and the RTA and all other road transport legislation; and

5.10 it shall not do, and shall ensure that its Personnel, including the Drivers, do not do anything which may prejudice, or bring into disrepute, the reputation of Connect Logistics.

6. LIENS

6.1 The Carrier will not acquire ownership of any of the Goods by providing the Services.

6.2 The Carrier may not, for any reason, retain possession of any of the Goods or any Transport Documents or other documents of title relating to the Goods, and the Carrier hereby waives any lien, hypothec or right of retention of possession which it has or may acquire over any of the Goods or any Transport Documents or other documents of title relating to the Goods.

6.3 To the extent practically possible, the Carrier must ensure that all Goods, Transport Documents and other documents of title which it handles while providing the Services remain free of any lien or right of retention while the Carrier is providing any of the Services in respect thereof.

6.4 The Carrier hereby agrees that Connect Logistics has a general and special lien over any documents, payments, claims and other items related to the Services, for all amounts which the Carrier owes to Connect Logistics as a result of a breach of this agreement that gives rise to an indemnity claim to Connect Logistics as against the Carrier.

7. INSURANCE

7.1 The Carrier shall take out and maintain at least the following comprehensive insurance cover and such other insurance cover as is necessary to cover all the risks which the Carrier undertakes in terms of these STCs:

7.1.1 employer’s common law liability insurance and personal accident cover,

Initial Here

covering the Carrier's and its subcontractors' liability at common law to their Personnel;

7.1.2 sufficient public liability insurance in respect of claims for death of or injury to persons or loss of or damage to the Goods, and environmental contaminations or clean-ups (including medical claims);

7.1.3 motor vehicle liability insurance in respect of all the Vehicles; and

7.1.4 goods in transit insurance (including for hijacking) on a first loss basis in respect of all Goods that are transported by the Vehicles in terms of the provisions of these STCs, to the greater of the value of the Goods as specified in the applicable Loadcon, or R1,500,000.00 (one million five hundred thousand Rand).

7.2 The Carrier's insurance cover does not in any way limit any claim which Connect Logistics may have against the Carrier.

7.3 On demand, the Carrier must provide Connect Logistics with an underwriter's certificate confirming that the Carrier has, or has taken out this insurance cover, and has paid the premiums in respect thereof.

7.4 The Carrier hereby cedes to Connect Logistics any rights which the Carrier has to the proceeds of any insurance cover referred to in clause 7.1 and, in the event of a claim, must instruct its insurance provider to make payment directly to Connect Logistics.

7.5 In the event of any potential claim against the Carrier in respect of which the Carrier's insurer would ordinarily bring an indemnity claim against Connect Logistics, the Carrier shall ensure that the insurer waives any rights of subrogation to proceed against Connect Logistics.

7.6 If for any reason, the Carrier's insurance provider repudiates a claim or otherwise fails to make payment to Connect Logistics in respect of a claim within 30 (thirty) days after the claim arose, the Carrier must pay the amount of the claim to Connect Logistics on demand, and/or Connect Logistics may deduct the amount of any claim (including any excess payable by Connect Logistics in respect of any insurance claim which it may lodge) from any Delivery Charges owing by Connect Logistics to the Carrier in accordance with the provisions of clause 4.5.

7.7 In the event that branded goods form part of a claim, the Carrier acknowledges that

Initial Here

these branded goods will always remain the property of the producer and/or manufacturer, and that they are entitled to dispose of such goods in a manner of their discretion that will not damage the reputation of their brand.

8. RISK, EXCLUSION AND LIMITATION OF LIABILITY

8.1 The Carrier bears all risk in and to the Goods from the time that the Client has finished loading the Goods on to the Vehicle and the Carrier has signed the relevant Delivery Documents acknowledging receipt of the Goods specified in the relevant Delivery Documents, until the time that the recipient of the Goods has finished offloading the Goods at the Drop-off Point.

8.2 Notwithstanding anything to the contrary contained in these STCs or elsewhere, Connect Logistics, any other company which forms part of the Connect Logistics Group and/or Personnel and or Suppliers shall not be liable for any claim of any nature, including for direct or indirect loss, consequential, incidental or remote loss; special or speculative damages; or loss of profit, business or production, arising from these STCs or the provision of the Services.

8.3 Without limiting the generality of the limitations and exclusions of Connect Logistics' and/or Connect Logistics Group's liability contained in these STCs or elsewhere, Connect Logistics and Connect Logistics Group is specifically not responsible or liable for:

8.3.1 any negligent act, omission, or statement by Connect Logistics and/or Connect Logistics Group and/or any of their Personnel and/or Supplier(s);

8.3.2 any damage to, deterioration or loss of Goods however caused and any common law liabilities of Connect Logistics and/or any other company in the Connect Logistics Group connected with these STCs or the Services, including the negligence of the Personnel and Suppliers of Connect Logistics and/or any other company in the Connect Logistics Group;

8.3.3 the marking, labelling, numbering, non-delivery, or mis-delivery of any Goods;

8.3.4 the incorrect weight, measurements, contents, quality, defects, or description of any Goods;

8.3.5 any consequences or damages arising from any inaccuracy or failure of examination or certification of the Goods, and any warranties by Connect

Initial Here

Logistics and/or its Personnel and/or Suppliers in this connection, whether express or implied, are specifically excluded;

8.3.6 loss or damage to Goods, latent defects, inherent vice or contamination, admixture or degeneration of Goods, however caused and whether prior to receipt into storage or thereafter and whether caused by the negligence of Connect Logistics or its Personnel or Suppliers or from any omission by any Party howsoever caused;

8.3.7 the failure by the Client, the Carrier and/or a Supplier to provide appropriate oversight controls and management at the Collection Point and/or the Drop-off Point, including security, access controls and sampling procedures;

8.3.8 the condition of the Goods on collection from the Collection Point and/or on delivery at the Drop-off Point;

8.3.9 fines, penalties, detention, demurrage, short shipment, and dead freight charges arising for any reason, including unsafe loading or overloading of the Carrier and incorrect goods description, tariff code or cargo value declared on Transport Documents;

8.3.10 any circumstances beyond Connect Logistics and/or Connect Logistics Group and/or their Personnel and/or Suppliers' reasonable control and which temporarily or permanently delay, or partly or totally prevent, the performance by Connect Logistics and/or Connect Logistics Group and/or a Supplier of any or all of their obligations;

8.3.11 any delay in performing any of the Services; and/or

8.3.12 any consequences or damages resulting from any decision or act of any port, railway, government, provincial or local authority, which may prevent, hinder or have an effect on the carrying out of any of its obligations.

8.4 If Connect logistics is, notwithstanding the provisions of this clause, liable to the Carrier in terms of these STCs or otherwise, in no case whatsoever shall any liability of Connect Logistics and/or Connect Logistics Group, however arising, whether in contract or in delict/tort, arising directly or indirectly from Connect Logistics and/or Connect Logistics Group operations, exceed the amount of R1,000.00 (one thousand Rands).

8.5 No claim shall be made against any Personnel of Connect Logistics and/or any

Initial Here

other company in the Connect Logistics Group in his/her personal capacity which imposes or attempts to impose any liability upon him/er in connection with the

provision of the Services, and the Carrier waives all and any such claims.

9. CLAIMS

9.1 No claim of any nature whatsoever and howsoever arising may be brought against Connect Logistics unless Connect Logistics has received written notice of the claim from the Carrier specifying full details thereof within 14 (fourteen) days of the date of the event giving rise to the claim, or of the Carrier reasonably becoming aware thereof, whichever is the later, failing which the claim shall lapse.

9.2 Provided , that notice has been given in accordance with 9.1Connect Logistics and/or any other company which forms part of the Connect Logistics Group shall in any event be discharged from all liability whatsoever and howsoever arising in connection with these STCs or with the Services, or which Connect Logistics and/or any other company which forms part of the Connect Logistics Group has undertaken to provide, unless legal proceedings are instituted within 6 (six) months after the cause of action in respect of any such alleged liability arose, failing which the claim shall be deemed to have lapsed irrevocably.

10. INDEMNITY

10.1 Without prejudice to Connect Logistics' rights under these STCs, any agreement between the Parties and/or at law, the Carrier indemnifies and holds Connect Logistics and/or, as applicable, any other company which forms part of the Connect Logistics Group, harmless against all liabilities, damages, costs and expenses whatsoever incurred or suffered by Connect Logistics, including but without limiting the generality hereof, claims of any nature whatsoever made by any third party (including the Carrier's Personnel), arising directly or indirectly from or in connection with the provision of the Services, and which is caused in any way (unless and to the extent caused by the willful misconduct or gross negligence of Connect Logistics, Connect Logistics Group, their Personnel and/or their Suppliers).

10.2 Without limiting the generality of clause 10.1, the Carrier shall indemnify and hold harmless Connect Logistics and/or Connect Logistics Group against all liabilities, damages, costs and expenses whatsoever incurred or suffered by Connect Logistics arising directly or indirectly from or in connection with:

Initial Here

10.2.1 Connect Logistics complying with the requirements or instructions of the Carrier, the Client and/or any authority regarding the Goods and/or Services;

10.2.2 any warranty given to Connect Logistics by the Client being untrue or incorrect;

10.2.3 any act or omission or breach of these STCs by the Carrier, the Client or any person, subcontractor or Supplier acting on its behalf or under its instruction;

10.2.4 any declaration made to Customs by the agent of the Client being made falsely, incorrectly or not at all;

10.2.5 a breach of the Client's obligations to Customs or the storage of the Goods in bond, including legal costs on the scale as between attorney and own client, all fines, penalties, expenses and forfeiture, or the cost of any proceedings;

10.2.6 any claim made by the owner of the Goods, the consignor or consignee, the Client, the Client's clients or suppliers or any third party in connection with the Services or Goods;

10.2.7 any claim by, or liability to, any third persons, to the extent that such claim or liability exceeds the amount referred to in clause 8.4;

10.2.8 any demurrage claims from any Carrier, Client or third party;

10.2.9 the contents, quality, nature, legality, inherent vice, counterfeit nature, defect in or description of the Goods;

10.2.10 the loading, offloading, numbering weight, measurements, non-delivery, mis-delivery or defective packaging of the Goods;

10.2.11 any claim, or liability, arising out of, related to, or based on actual, alleged, or threatened discovery, discharge, dispersal, release, escape, migration, or seepage of any contaminant, hazardous goods and materials or pollutant into the environment, including, without limitation, damage to natural resources, property damage, injury, disease and/or death caused by exposure to hazardous materials or products in the environment, business interruption and remediation and/or clean-ups;

10.2.12 the defective condition of, or overweight, containers or Vehicles, unless provided by Connect Logistics in terms of a written agreement between the Parties; and/or

Initial Here

10.2.13 death, bodily injury or damage to persons or personal property as a result of the willful or negligent act or omission of the Carrier or any person acting on its behalf.

11. *FORCE MAJEURE*

11.1 A Party shall not be liable for a failure to perform any of its obligations hereunder due to a *force majeure* event, which includes, but is not limited to war, civil war, civil violence and/or commotion, riots, unrest and/or disturbances, revolutions, acts of piracy, acts of sabotage, terrorism, sabotage, embargo, natural disasters, including floods, destruction by lightening, explosions, fires, destruction of installations, industrial action or strike, changes of law, government interference or control, whether lawful or unlawful, and/or any other cause or contingency beyond the control of that Party, that is beyond its reasonable control and that it could not reasonably be expected to have taken into account at the time of the conclusion of these STCs or any agreement between the parties, provided that the Party subject to the *force majeure* event shall give prompt notice to the other Party of its nature and estimated duration.

11.2 Relief from liability for non-performance by reason of the provisions of this clause shall commence on the date upon which the Party seeking relief gives notice of the *force majeure* event relied upon and shall terminate upon the date which such event ceases to exist.

11.3 The Party affected by the *force majeure* event shall take all reasonable steps to mitigate the effects thereof.

11.4 The Parties hereto shall in any event cooperate and collaborate and use all reasonable efforts to overcome the *force majeure* event concerned and/or nullify its effect.

11.5 If the *force majeure* event substantially or permanently prevents the continued performance by either Party of its obligations in terms of these STCs, or any agreement between them, for a period exceeding 30 (thirty) consecutive days, then either Party shall be entitled, by giving written notice, to terminate the said agreement with effect from 7 (seven) days after giving of such notice.

12. COMPLIANCE

12.1 If Connect Logistics is obliged, in the execution of any of its duties and/or

Initial Here

responsibilities to comply with any common law or legislative enactment of any nature whatsoever, then Connect Logistics, by complying therewith, shall not be deemed to waive or abandon any of its rights in terms of these STCs or to have assumed any onus, obligation, responsibility or liability in favour of the Carrier. In all events, Connect Logistics shall not be liable for non-compliance with requirements of regulatory bodies in respect of the Goods.

12.2 Connect Logistics will retain all records in relation to the Services for the period required by the applicable laws and regulations.

12.3 Connect Logistics and the Carrier, as well as their Personnel, Suppliers, agents, servants, subcontractors and intermediaries, must comply with any anti-corruption legislation applicable to either or both Party. This includes not giving or offering to give, receiving or offering to receive any bribe, facilitation payment, political contribution, gift or other advantage which violates this anti-corruption legislation.

13. CONFIDENTIALITY, PERSONAL INFORMATION AND INTELLECTUAL PROPERTY

13.1 Each Party agrees to treat as strictly confidential the operations, business and affairs of the other Party and not to divulge any information pertaining thereto to any third party, agent or employee, save as required by law, in respect of the execution of these STCs or agreement between them, whether prior to, during or after the currency of these STCs or other agreement between them.

13.2 All documentation provided by one Party to the other Party pursuant to these STCs or any agreement between them will remain the property of that Party and upon the request of that Party will be returned to it.

13.3 Each Party acknowledges that all right, title and interest in and to any information which the other Party has an interest in keeping confidential vests in that Party and that neither Party has any claim of any nature in and to the confidential information of the other Party.

13.4 The Parties shall only process each other's personal information or that of their employees in accordance with the requirements of the Protection of Personal Information Act, 2013 (Act No. 4 of 2013) and/or the European Union General Data Protection Regulation, as applicable.

14. BREACH AND TERMINATION

Initial Here

14.1 In the event that either Connect Logistics or the Carrier commits a material breach of any of its obligations under these STCs, and fails to remedy such material breach within a period of 30 (thirty) days of receipt from the other of them of notice in writing calling upon the party in breach to remedy such material breach (reasonable details of which shall be given in such written notice) then the other Party shall be entitled, by giving the Party in breach not less than 30 (thirty) days prior written notice, to terminate these STCs.

14.2 Connect Logistics or the Carrier (as the case may be) shall be entitled, without prejudice to its other remedies at law including its right to claim damages, to cancel these STCs on 30 (thirty) days' written notice to the other of them, if the other Party:

14.2.1 is placed in liquidation or under judicial management, or steps are taken towards that end; or

14.2.2 effects or attempts to effect a compromise with any of its creditors generally; or

14.2.3 being a company, is placed under or takes steps to place itself under, business rescue, in accordance with the Companies Act, 2008 (Act No. 71 of 2008); or

14.2.4 commits an act of insolvency as defined in the Insolvency Act, 1936 (Act No. 24 of 1936), or being a juristic person, commits an act which would be an act of insolvency if committed by a natural person; or

14.2.5 takes steps to deregister itself or is deregistered.

14.3 Should either Party wish to terminate the continuation of an agreed scope of work, the Party requiring the termination shall provide 3 (three) months' advance notice to the other Party.

15. DISPUTE RESOLUTION AND GOVERNING LAW

15.1 In the event of any dispute or difference arising out of or relating to these STCs, the breach, termination or validity thereof, the Parties hereto shall use reasonable endeavours to settle such disputes or differences amicably. To this end, they shall consult and negotiate with each other, in good faith and understanding of their mutual interests to reach a just and equitable solution satisfactory to the Parties.

15.2 If the dispute cannot be resolved within a period of 30 (thirty) days after one of the Parties has requested consultations as per clause 15.1, then the dispute and/or difference shall, upon written demand by either Party, be referred to and finally

Initial Here

settled by arbitration.

15.3 The Parties may agree on the arbitration procedure and on the arbitrator and, failing agreement within 5 (five) days of the demand in subparagraph 15.2, the arbitration shall be conducted in accordance with the Arbitration Rules of the

Arbitration Foundation of Southern Africa ("**AFSA**") in force at the time of the dispute.

15.4 The number of arbitrators shall be one. The arbitrator shall be agreed by the Parties within 14 (fourteen) days of the arbitration being demanded. If the Parties are unable to agree on an arbitrator within this period, then the arbitrator shall be appointed by the court, on request of either Party.

15.5 The seat and venue of the arbitration hearing shall be Durban, KwaZulu-Natal Province, South Africa. Any hearing before the arbitrator shall take place in Durban, KwaZulu-Natal Province, South Africa or in such other place that may be agreed by the Parties and the arbitrator.

15.6 The governing substantive law of these STCs shall be the law of the Republic of South Africa.

15.7 The language to be used in the arbitral proceedings shall be English.

15.8 The decision of the arbitrator shall be final and binding on the Parties and may be made an order of court at the instance of any Party to the arbitration.

15.9 Nothing in this clause 15 shall preclude any Party from seeking urgent interim relief from a court in South Africa of competent jurisdiction.

15.10 If any dispute regarding these STCs and/or the Services arises, including a dispute about the interpretation thereof and the termination of any contract in terms thereof, Connect Logistics and/or any other company in the Connect Logistics Group will be deemed to have performed its obligations in accordance with these STCs until the Carrier proves the contrary.

16. NOTICES AND ADDRESSES FOR SERVICE

Any notice or communication in terms of these STCs must be in writing to be effective and must be sent by hand, telefax or email to the Parties' respective head offices, which physical addresses the Parties select as their respective *domicilium citandi et executandi* and in the case of Connect Logistics, its head office address is that set out

Initial Here

on its letterhead.

17. COSTS AND EXPENSES

Connect Logistics may recover from the Carrier on demand, all costs, and expenses which Connect Logistics incurs in connection with these STCs and/or the Services, including any legal costs incurred by Connect Logistics in instructing an attorney regarding the Carrier's non-compliance with these STCs, on an attorney and client scale, collection commission, and penalties and fines for which the Carrier is liable in terms of these STCs.

18. WAIVER

18.1 No failure, refusal or neglect by a Party to exercise any rights under these STCs or any agreement between the Parties, or to insist upon strict compliance with or performance of another Party's obligations under these STCs or such agreement, shall constitute a waiver of the provisions of these STCs or such agreement or of any of that Party's rights. A Party may at any time require strict compliance with the provisions of these STCs or any agreement between the Parties and shall not be prejudiced or estopped from exercising any of its rights which may have arisen in the past or may arise in the future.

18.2 No waiver of any right under these STCs, is effective unless it is recorded in writing and signed by both Parties.

19. SEVERABILITY

All provisions and the various clauses of these STCs are, notwithstanding the manner in which they have been grouped together, or linked grammatically, severable from each other. Any provision or clause of these STCs which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any other reason whatsoever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as *pro non scripto*, and the remaining provisions and clauses of these STCs shall remain of full force and effect. The Parties declare that it is their intention that these STCs would be executed without such unenforceable provision if they were aware of such unenforceability at the time of execution hereof.

20. WHOLE AGREEMENT

20.1 These STCs constitute the whole of the agreement between the Parties relating to the matters dealt with herein, and, save to the extent otherwise provided herein,

Initial Here

no undertaking, representation, term or condition relating to the subject matter of these STCs not incorporated in these STCs shall be binding on any of the Parties.

20.2 No agreement to vary, add to, delete from, or cancel these STCs shall be of any force or effect unless reduced to in writing and signed on behalf of all of the Parties to these STCs.

20.3 In the event of a conflict between these STCs and the provisions of any Loadcon, the provisions of these STCs will prevail.

21. CESSION, DELEGATION OR ASSIGNMENT

Neither Party may cede or assign any of its interest in, or its rights and obligations deriving from, these STCs or any agreement to any third party without the other party's prior written consent, except for a cession or assignment made as part of an internal reorganisation of either Party, which will not affect their shareholding, or in the case of Connect Logistics, to any subsidiary company of the Connect Logistics Group.

22. EXECUTION

These STCs may be executed in several counterparts, all of which shall together constitute one and the same instrument.

Initial Here

FOR: _____

Signature: _____

Who warrants that he/she is duly authorised thereto

Name: _____ Capacity: _____

Date: _____ Place: _____

Witness: _____

Initial Here

CESSION AGREEMENT

I, the undersigned, personally and/or in my capacity as a Director and/or Member of the Carrier, do hereby cede all the Carrier's rights in and to any insurance claim in respect of the goods carried as subcontractor on behalf of Connect Logistics, to and in favor of Connect Logistics, and hereby give authority that any such claim payment must be paid by the Carrier's insurance company (insurer) directly to Connect Logistics.

This cession of rights is irrevocable, and I hereby authorise the Carrier's insurer to recognise thiscession as lawful and give effect to this cession and instruction.

FOR: _____

Signature: _____

Who warrants that he/she is duly authorised thereto

Name: _____ Capacity: _____

Date: _____ Place: _____

Witness: _____

Company Stamp:

Initial Here