

M6T Seal Cargo Services Standard Trading Terms and Conditions

1. Definitions

In these conditions, the following words shall bear the meanings assigned to them below:

- 1.1. "the Carrier" means M6T Seal Cargo Services (Pty) Ltd, registration number 2017/11635/07;
- 1.2. "the Customer" means any person, natural or corporate, reflected on the despatch document as the sender of the Goods, whether acting on his/its own behalf or as agent or in any other capacity for a third party;
- 1.3. "Goods" means the goods/cargo and/or documents forming the subject matter of this agreement, whether contained in one or more parcels or packages and whether consigned singly or in parcels or in bulk;
- 1.4. "Dangerous Goods" includes those classified as such by the United Nations, Transnet, the Marine Division of the Department of Transport, or which are considered in the sole discretion of the Carrier to be dangerous;
- 1.5. "transport/ed" includes the handling, warehousing, storage, controlling, loading or unloading, carriage or any other services provided by the Carrier in connecting therewith.

2. Application These standard trading terms and conditions apply to all Goods transported by the Carrier.

3. Remuneration

- 3.1. In the absence of any written agreement to the contrary, the remuneration payable to the Carrier by the Customer will be in accordance with the standard tariffs (plus applicable value added tax thereon) of the Carrier. The standard tariffs are subject to review by the Carrier without prior notice.
- 3.2. Charges are calculated according to the higher of actual or volumetric weight.
- 3.3. The Customer will be liable for any duties, taxes, fines, levies, surcharges, penalties or outlays of whatsoever nature levied by or payable to authorities, intermediaries or third parties at any port or place in connection with the Goods or transportation thereof and shall reimburse the Carrier for any amount disbursed or losses sustained by the Carrier in connection therewith or on behalf of the Customer.
- 3.4. In the absence of any special provisions to the contrary, payment shall be effected by the Customer in cash, in advance or cash on delivery, without deduction or set off.
- 3.5. Where the Carrier is instructed to collect payment of its charges/disbursements or any portion thereof from any third party, the Customer will never the less remain responsible for payment thereof if they are not settled in full by such third party, immediately when due.
- 3.6. The Customer shall not be entitled to withhold or to defer payment for any reason whatsoever, including for any claims or any other alleged reasons.
- 3.7. The carrier shall in its absolute discretion be entitled to appropriate all payments made by the Customer towards the payment of any debt or obligation of whatsoever nature owing by the Customer to the Carrier, irrespective of when such debt or obligation arose.

3.8. Interest will accrue on all payments not made on due date at the maximum rate allowed by law from the due date for payment to the date on which payment is received.

3.9. A certificate signed by any director of the Carrier indicating the amount owing by the Customer at any time and reflecting the amount thereon as due and unpaid, shall be prima facie proof of the amount owing by the Customer for the purpose of any legal proceedings.

4. Lien

4.1. The Goods, and all documents relating thereto, as well as any refunds, repayments, claims and other recoveries processed by the Carrier on the Customer's behalf, shall be subject to a special and general lien and pledge in favour of the Carrier, either for monies due in respect of such Goods or for other monies due to the Carrier by the Customer.

4.2. Even though credit may have originally been granted by the carrier to the Customer, the carrier may at any time in its sole discretion retain possession of any goods/cargo pending the discharge of all the Customer's indebtedness to the carrier, whether or not such indebtedness is related to the handling of the goods/cargo in question.

4.3. In the event of the Carrier retaining possession of the Goods in terms of 5.1, the Carrier shall be entitled to store or warehouse the Goods at such place as it deems fit, at the Customer's expense.

4.4. If any monies due to the Carrier are not paid in full by the Customer within 5 days after written notice has been given to the Carrier demanding payment, the Carrier shall be entitled without further notice to:-

4.4.1. open and examine the Goods;

4.4.2. sell the whole or any part of the Goods in such a manner and on such terms and conditions as it deems fit;

4.4.3. apply the proceeds of any sale after deducting all expenses (including storage), in payment or reduction of any amount due by the Customer to the Carrier provided that any surplus shall be paid over to the Customer without interest immediately after the sale, if the Customer's address is known, and if not, upon demand made by the Customer within 90 days of the sale. Failing such demand, the balance shall be declared forfeit to the Carrier;

4.5. The Carrier is not liable for any loss, damage or deterioration of such Goods attributable to the implementation of this clause.

4.6. The Carrier's rights under this clause are not exhaustive and are in addition to any other rights which it may have against the Customer.

5. Customer's Warranties

The Customer warrants that:-

5.1. It is the owner of the Goods or is duly authorised by the owner to deal with the Goods;

5.2. All information, instructions, documents, descriptions, values and other particulars furnished to the Carrier shall at all times be true and correct in every aspect. The Customer indemnifies the Carrier against all expenses, claims or fines arising from any inaccuracy or omission of descriptions, values or other particulars (even if the inaccuracy or omission

- of descriptions, values or other particulars occurs without negligence);
- 5.3. All Goods will have been properly and appropriately marked, labelled, packed and addressed so as to ensure safe transportation at all times and in accordance with, all applicable national or international law or regulation or requirements of any airline, airport, port, vessel or applicable authority, including those of the International Air Transport Association;
- 5.4. All Goods have been protected against unauthorised interference prior to delivery to the Carrier;
- 5.5. the Goods, or any part thereof, are not illegal, hazardous, restricted or prohibited Goods for transportation or distribution and will not violate or infringe any national or international law or regulation or requirements of any airline, airport, port, vessel or applicable authority, including those of the International Air Transport Association;
- 5.6. The Goods will have been properly entered and cleared for import/export and will be supplied with, and accompanied by, all the documents required for the import/export and will comply with all laws regulating to their import/export;
- 5.7. It is registered with customs and excise as an exported/importer as the case may be.
6. **Condition, Packing and Right of Inspection of Goods**
- 6.1. It is the Customer's sole responsibility to ensure that all goods are properly and appropriately packed, marked, labelled and addressed, and the Carrier shall have no obligation whatsoever in this regard.
- 6.2. The onus of proving the quantity, type, physical properties and composition and the condition of the Goods and/or the condition of any container at the time of receipt thereof by the Carrier shall at all times remain with the Customer, and no delivery note, receipt or other document furnished or signed at such time by or on behalf of the Carrier shall constitute conclusive proof thereof.
- 6.3. The Carrier is entitled (but not obliged) to open, and to inspect, the Goods, at any time.
7. **Dangerous/perishable Goods**
- 7.1. Unless otherwise agreed to in writing, the Customer warrants that all Goods are fit to be transported in the ordinary way and are not dangerous.
- 7.2. The Customer shall obtain the Carrier's prior written consent before delivery of the following Goods into the possession of the Carrier:
- 7.2.1. Any goods which may be, or become, a contaminator, dangerous, corrosive, hazardous, inflammable, noxious, toxic, explosive or in any other way harmful or injurious to person or property.
- 7.2.2. Bullion, currency, precious stones or metals, jewellery, antiques, art works or other valuables;
- 7.2.3. Human remains, livestock, or animal or plant matter;
- 7.3. The Customer hereby indemnifies and holds harmless the Carrier against all loss, damage and injury, howsoever caused, arising out of the transport of the dangerous Goods whether declared as such or not.
- 7.4. Should the Carrier agree to handle any dangerous Goods for any purpose:-
- 7.4.1. the Customer must furnish with the Goods a written declaration detailing the trade name, chemical composition and characteristics of the Goods; and
- 7.4.2. the declaration must define the precise respects or circumstances in which the Goods are dangerous; and
- 7.4.3. the Customer must ensure that the Goods are properly and safely packed and bear the warning labels and declarations required in terms of the laws and regulations applicable to the transportation of dangerous Goods.
- 7.5. If in the sole opinion of the Carrier any Goods (whether they have been declared as dangerous or not) become a danger to any person or property, the Carrier shall be entitled immediately and without notice to the Customer to dispose of the Goods in question or take such other steps as it in its sole discretion deems prudent to avert danger. In such event the Carrier shall:-
- 7.5.1. not be liable under any circumstances for any loss or damage (whether direct or consequential) sustained by the Customer as a result of disposal or other steps; and
- 7.5.2. still be entitled to recover from the Customer its remuneration for the transport of the Goods together with any costs incurred by it in disposing of them or taking other steps.
- 7.6. Unless written instructions are given to the Carrier, it shall be under no obligation to make any declaration or to seek any special protection or cover from Transnet in respect of any Goods falling within the definition by that body of:-
- 7.6.1. dangerous or hazardous Goods; or
- 7.6.2. Goods liable to be stored in the open.
- 7.7. Perishable Goods which are not taken up immediately upon arrival at their destination or which are not sufficiently marked or otherwise identifiable may be disposed of without notice to the Customer.
8. **Loading and off-loading**
- 8.1. The Customer must ensure that:
- 8.1.1. the Goods shall be ready for loading on the date specified;
- 8.1.2. all documentation necessary in connection with the Goods and the transportation thereof shall be fully and correctly prepared;
- 8.1.3. at all places where the Carrier is to collect and off-load the Goods there will be safe, suitable and adequate access and loading and off-loading facilities, and that it is possible for the Carrier to do so by means of ordinary staircases and/or doorways, without need for any special or additional tackle, plant, power, labour or equipment;
- 8.1.4. the Goods will be sufficiently packed and prepared for transport;
- 8.1.5. The Customer shall sign such certificates and receipts on loading and off-loading as the Carrier may require.
- 8.2. The Carrier shall not be under any obligation to provide any plant, power or labour which in addition to its vehicle's crew is required for the loading or unloading of any Goods. Any assistance given by the Carrier in such loading or unloading shall be at the sole risk of the Customer.
- 8.3. Any Customer (or owner) conducting any packing or other operation or activity in any

- area or premises provided by the Carrier shall do so at its own risk, and the Customer indemnifies the Carrier against all claims or losses arising out of the presence of the Customer in such area or premises.
9. **Route, Delivery and Demurrage**
- 9.1. The Carrier will use its best endeavours to transport and deliver the Goods in accordance with the agreed schedules and/or in terms of the service selected but does not guarantee same or the availability of same, shall be entitled to depart from same, and is not responsible for delays occasioned by events beyond the Carrier's control and may invoice the Customer for any additional charges incurred due thereto;
- 9.2. When carrying the Goods, the Carrier shall in its sole and absolute discretion to the route, means and procedures to follow in the transportation of the Goods.
- 9.3. The Carrier shall not liable for any delay occasioned by compliance with any instructions issued by competent authority and any costs incurred in respect thereof will be for the account of the Customer.
- 9.4. The Carrier shall not be liable for demurrage (standing time) or storage charges of any nature whatsoever and howsoever arising. Where any such demurrage and/or storage charges are paid by the Carrier, such charges shall be refunded to the Carrier by the Customer on demand. The Customer hereby appoints the carrier irrevocably and in rem suam as its agent and in its name, place and stead, to contract for the storage of the goods/cargo upon such terms and conditions as the Carrier may, in its sole discretion elect, and without any liability whatsoever attaching to the Carrier to attend to such storage.
- 9.5. The Carrier will use its best efforts to deliver the Goods to the address of the consignee as indicated, but not necessarily to the consignee in person. Should the consignee refuse delivery or should the Carrier be unable to locate the consignee or should the consignee refuse to pay (if applicable) or should the Carrier be unable to deliver the Goods for any reason whatsoever the Carrier will use its best efforts to return the Goods to the Customer, at the Customer's expense, failing which the Carrier shall be entitled, at its sole discretion, to detain, store, sell, abandon or destroy the Goods, or any part thereof, at the risk and expense of the Customer.
10. **Insurance**
- 10.1. The Carrier is a representative mandatory of an authorised financial services provider.
- 10.2. The Carrier will endeavour to obtain for the Customer such insurance as the Customer timeously and in writing requests it to effect, subject to payment by the Customer of the applicable premium.
- 10.3. If insurance cover is requested by the Customer on the waybill, the Carrier will automatically endeavour to obtain insurance cover for the Customer to the value of R2 500.00, subject to payment by the Customer of the applicable premium.
- 10.4. Insurance cover to a value in excess of R2 500.00 must be requested separately by the Customer in writing and is subject to acceptance by the Customer of a quotation in writing in respect thereof, and payment by the Customer of the agreed premium.
- 10.5. Such insurance will be subject to such exceptions, exclusions, limitations, maximums and conditions as may be imposed by the insurer taking the risk.
- 10.6. The Carrier shall be under no obligation to insure consignments separately but may insure consignments under any open or general policy held by it from time to time;
- 10.7. It is the responsibility of the Customer to acquaint itself with the exceptions, exclusions, limitations, maximums and conditions applicable to any open or general policy held by the Carrier from time to time, and the Carrier does not guarantee that all Goods will be capable of being insured, or that all risks will be capable of being insured against, or that insurance will be obtained for the amount requested by the Customer.
- 10.8. To the extent that the Carrier agrees to arrange insurance for the Customer, it does so as agent, for and on behalf of the Customer, notwithstanding that the premium may be paid by the Carrier.
- 10.9. Save to the extent set out in these terms and conditions, the transportation of the Goods are entirely at the owner's risk.
11. **Limitation of liability**
- 11.1. All The Goods transported by the Carrier in terms of this agreement is performed at the sole risk of the Customer.
- 11.2. The Carrier shall not be liable for any damages (direct, indirect, consequential or otherwise) suffered by the Customer or any third party arising in any manner whatsoever (including damages caused as a result of gross negligence) through the transport of the Goods, including non-delivery, late deliver of the Goods by the Carrier. The Customer hereby indemnifies the Carrier against any such claims for damages which may be made against the Carrier by any person whatsoever.
- 11.3. Notwithstanding the above, in the event that the Goods are lost, damaged, destroyed whilst in the actual control of the Carrier and under and due to the wilful act or omission of the Carrier, the Carrier shall assume liability for such proved loss or damage, but limited to R100.00 (One hundred rand) per consignment of Goods.
12. Notwithstanding anything to the contrary herein contained, whether express or implied, the Carrier and/or insurers shall not be liable (to the extent, if any, to which liability would otherwise be attracted and without prejudice to its rights to rely on any other ground of limitation or exception) to meet any claim of the Customer unless the Customer notifies the Carrier of the claim within 30 (thirty) days from the date indicated on the face of the relevant corresponding consignment note.
13. **Subcontracting**
- The Carrier reserves the right to employ sub-contractors or agents to act for it on such terms and conditions as the Carrier deems fit for the purposes of fulfilling the whole or any part of this agreement and any such other carrier shall have the same right and protections, *mutatis mutandis*, as are contained herein.
14. **Permits and consents**
- If any permit, consent or approval to handle Goods is required under any law, by-law or regulation, none of the Carrier's obligations or duties shall

take effect unless and until it obtains the relevant permit, consent or approval. The Customer shall provide all assistance and information required by the Carrier for the purpose of applying for or obtaining any such permit, consent or approval.

15. **Exclusions**

15.1. The Carrier shall not be liable for any delay, loss or damage caused by, or attributable to:

15.1.1. An act of God, casus fortuitous, vis major or any circumstance beyond the Carrier's control;

15.1.2. An act or omission on the part of the Customer, the consignee or any other third party;

15.1.3. Any latent defect, or inherent vice or weakness, in the Goods.

16. **General provisions**

16.1. These terms and conditions constitute the whole agreement between the Carrier and the Customer as to the subject matter hereof and no agreements, representations or warranties between the Carrier and the Customer, other than those set out in these terms and conditions are binding on the parties.

16.2. No amendment to, or alteration of, or variation of, or deletion of, or addition to, or cancellation of, these terms and conditions, whether consensual or unilateral or bilateral, shall be of any force and effect unless reduced to writing and signed by the Carrier and the Customer. No agreement, whether consensual or unilateral or bilateral, purporting to obligate any party to sign a written agreement to amend, alter, vary, delete, add to or cancel these terms and conditions, shall be of any force and effect unless reduced to writing and signed by the Carrier and the Customer.

16.3. No latitude, indulgence or extension of time granted by the Carrier to the Customer shall in any way prejudice the rights of the Customer, nor shall it be construed as a waiver.

16.4. Each of the provisions of these terms and conditions shall be considered as separate terms and conditions and in the event that these terms and conditions are affected by any legislation or any amendment thereto, or if the provisions herein contained are by virtue of that legislation or otherwise, held to be illegal, invalid, prohibited or unenforceable, then any such provisions shall be ineffective only to the extent of the illegality, invalidity, prohibition or unenforceability and each of the remaining provisions hereof shall remain in full force and effect as if the illegal, invalid, prohibited or unenforceable provision was not a part hereof.

16.5. The validity and interpretation of these terms and conditions will be governed by, and construed in accordance with, the laws of the Republic of South Africa.

16.6. The customer chooses its street address set out in this agreement as its domicilium citandi et executandi ("domicilium") for all purposes under this agreement, whether for serving any court process or documents, giving any notice, or making any other communications of whatsoever nature and for any other purpose arising from this agreement.

16.7. In the event that the Company institutes legal proceedings against the Customer in terms hereof or for any reason whatsoever, the Customer shall pay all costs incurred by the Carrier including tracers, collection commission and legal costs on an attorney and client scale.

16.8. The Customer authorises the Carrier to perform any of the following activities on its behalf in order to facilitate the transportation of the Goods: the completion of any document; the making or

amendment of any declaration; the entry or clearance of the Goods for import or export at the expense of the Customer; the disbursement of any amount in connection with the goods; the performance of any other activity reasonably required by, or reasonably incidental to, the transportation of the Goods. The Customer shall ratify, allow and confirm anything so done by the Carrier on its behalf in good faith and shall reimburse the Carrier for any amount so disbursed by it.

16.9. The Carrier may subcontract all or part of the transportation to any third party, on such conditions as it may decide.

16.10. The Carrier is neither a common carrier nor a public carrier and may decline to transport any Goods delivered into its possession.

17. **Suretyship**

17.1. The signatory signing the document to which these standard terms and conditions are attached on behalf of the Customer ("the surety"), hereby binds himself/herself as surety for and co-principal debtor in solidum with the Customer for due payment to the Carrier of all sums due by the Customer in terms of or arising from these standard terms and conditions.

17.2. The surety hereby renounces the benefit of the legal exceptions ordinis seu excussionis et divisionis, non numeratae pecuniae, errore calculi, non causa debiti and revision of accounts, the force and effect of which he/she acknowledges himself/herself to be fully acquainted.

17.3. This suretyship is to be in addition to and without prejudice to any other suretyship/s and security/ies now held or hereafter to be held by the Carrier and shall remain in force as a continuing security notwithstanding any partial or intermediate settlement of account, and notwithstanding the surety's death or legal disability.

17.4. The surety hereby elects the Customer's chosen domicilium as his/her domicilium citandi et executandi at which he/she will accept service of any process or notice in terms hereof

Signature of Surety