



## **STANDARD CONDITIONS OF CARRAIGE FOR DOUG TAYLOR SOLUTIONS CC**

### **All business undertaken by D.T. Solutions & D.T. Express is subject to the following terms and conditions:**

1. For the purpose of the paragraphs set out below:
  - 1.1 "the Company" shall mean D.T. Solutions;
  - 1.2 "Carriage" shall mean all forms of transport and related activities undertaken by the Company on behalf of Clients, in respect of Goods.
  - 1.3 "the Client" shall mean the party who contracts with the Company for the Carriage of the Goods and shall also mean the party on whose behalf the Company took possession of Goods in good faith, whether the sender, the party billed, the consignee, the true owner, the lawful owner, or any other party who can be held responsible to be the party on whose behalf the Company has rendered the service.
  - 1.4 "The Goods" shall mean all packages, parcels, or items taken into possession by the Company for Carriage on behalf of the Client.
2. The Company has a right to refuse to accept for Carriage any Goods without giving reasons for such refusal. It is recorded and agreed that the Company is neither a public nor common carrier.
3. The Company will in its sole discretion select the methods of transport and handling to be used in the Carriage, regardless of the service requested by the Client.
4. The instruction from the Client to the Company in respect of any Carriage shall be made on the Company's official dispatch document form duly completed and tendered with the Goods. If no dispatch document is created, the contents of this clause shall apply to whatever form of instruction is used in its place (including but not limited to sub-contractors), whether a parcel label, computer diskette or prior written contractual arrangement with the Client. The person signing the dispatch document, if someone other than the Client, hereby warrants that he/she is duly authorised to order the services of the Company and to enter into this agreement for and on behalf of the Client. In the event that the Client is not the owner of the Goods, the Client warrants that it is duly authorised to enter into this agreement on behalf of the true owner and / or lawful owner of the Goods.
5. The Company's charges in respect of the Carriage shall be levied in accordance with its agreed tariffs, as amended from time to time, unless an alternative agreement has been committed in writing and signed by an authorised representative of the Company. The Client agrees to be bound by such tariff and amendments. Eternal disbursements made in respect of the Carriage, including but not limited to, duties and taxes, shall be recovered at cost from the Client in addition to the Company's charges.
- 6.



- 6.1 The Company does not carry dangerous goods. Dangerous goods, for the purpose of this clause and the agreement as a whole, are defined as those goods and substances which are classified as dangerous in accordance with SABS Codes of Practice 0228 and 0229, which codes may be amended from time to time, including without any limitations whatsoever, any goods or substances which are in the opinion of the Company, of a hazardous and / or dangerous nature. The Client is cautioned to avoid tendering to the Company any packages containing dangerous or hazardous goods and / or substances, as any liability of any nature whatsoever, and howsoever caused, arising out of the Carriage of the dangerous goods will in its entirety be passed onto the Client. This clause may be amended / altered should the Client give prior written notice to the Company, and both parties agree in writing to the amendment thereof. The Company will then act as a 3rd party agent in sourcing the correct vehicle required to handle the dangerous goods. Any liability whatsoever caused by and / or arising from any such amendment shall as aforesaid, remain with the Client.
- 6.2 The Client is cautioned to avoid tendering to the Company, Goods which are fragile or valuable, and should they do so, they are obliged to so pack and label the Goods to minimise the additional risk to which such Goods may be exposed.
- 6.3 Whether or not the Client has observed the terms of this clause, the Client indemnifies the Company against any loss or damage (including consequential damages), arising out of the Carriage of dangerous and / or fragile Goods.
7. Due consideration being given to clause 6.1 herein, the Client warrants and undertakes that it shall not submit for Carriage to the Company any illegal, dangerous or hazardous Goods, including but not limited to radioactive materials, explosives, narcotics and livestock. In the event of breach of this provision the Client indemnifies the Company against any loss or damage including but not limited to consequential damages. Any costs of disposal of such goods which the Company may incur as a result of, or in connection with the goods aforesaid, shall be for the Client's account. Any actions taken / resulting and / or arising from the aforesaid, and any costs incurred as result thereof shall be taken / incurred in the Company's sole and absolute discretion, and shall be undertaken / incurred at the Client's risk.
8. In general terms, save for what is set out in the sub-clauses hereunder, the Company hereby either excludes or limits liability to the Client in respect of the Goods in its possession / in Carriage, in respect of any loss or damage relating thereto, howsoever such loss or damage is caused, even if caused by the negligence on the part of the Company or its servants, agents or sub-contractors in circumstances where vicarious liability would be applicable.

  - 8.1 The Company's liability to the Client in respect of the Carriage of Goods shall terminate when a clean receipt is received by the Company on delivery of the Goods to the consignee. Clean receipt shall be deemed to have been obtained by the Company if the consignee has not at the time of delivery endorsed any discrepancy on the dispatch document.



- 8.2 DECLARED VALUE OF GOODS: The Company assumes limited liability for Goods in Carriage up to the value of R1000.00 (One Thousand Rand) ONLY. VALUE DECLARED AT ZERO OR NO VALUE DECLARED AT ALL: In the event of the value of the Goods being declared at zero on the dispatch note, or should no value for the Goods be disclosed at all by the Client, then the Company accepts limited liability to a maximum amount of R250.00 (Two Hundred And Fifty Rand) for Goods in Carriage. In this instance the Company shall not arrange insurance in respect of the Goods in Carriage. The Client acknowledges and agrees to the aforesaid values and accordingly recognises that the Company shall levy fees and insurance premiums based on these values ONLY.
- 8.3 Due consideration being given to clause 8.2 above, it is recorded that the Company's liability is limited to the proven cost of repair or at the Company's discretion, the original purchase cost of the Goods damaged or lost, which in neither circumstance shall exceed the maximum value of a R1000.00 (One Thousand Rand), as the Company's fees and insurance premiums charged to the Client are based on the maximum value declared.
- 8.4 The Company does not offer liability cover for Incidental Costs; the Client is required to arrange this cover with their own liability provider. Liability for fines, penalties and loss of profits is specifically excluded.
- 8.5 The Company accepts no liability whatsoever, nor shall any insurance cover be arranged for the following classes of Goods, regardless of the Client's declaration in respect thereof, and the Client indemnifies the Company against any loss or damage (including consequential damages) arising out of the Carriage of such Goods:
- 8.5.1 Precious stones and metals, jewellery, negotiable instruments;
  - 8.5.2 Works of art, heirlooms and other irreplaceable, sentimental or priceless items;
  - 8.5.3 Any article exceeding a maximum value of a R1000.00 (One Thousand Rand);
  - 8.5.4 Unique articles such as samples whose cost of creation is materially different to the normal cost of such goods in a production environment;
  - 8.5.5 Perishable Goods or Goods likely to contaminate other goods or attract pests.
- 8.6 Should insurers repudiate any claim under the terms and conditions of the insurance cover arranged on the Client's behalf, the Company shall remain liable to the Client, subject to the limits and exceptions contained in clauses 8.1 to 8.8, providing that it is proved that the loss, damage or delay in respect of the Goods was caused by gross negligence on the part of the Company.
- 8.7 The Company's maximum liability to the Client in respect of the aggregate of all claims, losses or damages governed by the preceding provisions of this clause shall never exceed R1000.00 (One Thousand Rand) per shipment.
- 8.8 Notwithstanding any other provision(s) of this agreement the Company, its servants, agents and subcontractors accept no liability whatsoever and howsoever arising, for consequential



losses of any kind, whether arising from gross negligence on the part of the Company, its servants, agents or subcontractors or otherwise.

- 8.9 Save in respect of the liability of the Company as set out above, the Client indemnifies the Company against any claims of whatsoever nature which may be made against the Company by any other person or entity as a result of the loss, damage or delay in respect of the Goods.
9. Payment by the Client to Company in respect of the services rendered will be due and payable (if the services were not attended to on a COD basis), within a maximum of 30 (thirty) calendar days calculated from the date of the invoice being delivered to the Client. The Client agrees to abide by and strictly adhere to the credit / payment terms of the Company, including making payment to the Company within the said 30 (thirty) calendar days-period, failing which interest may be charged on overdue amounts at the legal mora interest rate which is currently 15.5% (Fifteen comma Five Percentum) per annum.
10. The Client shall be entitled, during the said 30 (thirty) day period, to raise queries in respect of the Company's invoices, which queries the Company undertakes to resolve within this period. It is expressly recorded that any queries raised shall not have the effect of extending the 30(thirty) day payment period. If no queries are raised within the 30 (thirty) day period aforesaid by the Client, the Client will be deemed to have accepted that the Company's invoice is correct and undisputed.
11. In the event that any entries on the Client's invoice are disputed and queried by the Client within the time period specified before, this will not absolve the Client from liability to make payment of all undisputed amounts in respect of such invoice(s) to the Company within the 30 (thirty) day time period specified.
12. Under no circumstances whatsoever shall the Client be entitled to withhold payment of rendered invoices beyond the due date. Under no circumstances shall the Client be entitled to set off any alleged damages or loss against any amount due, owing and payable to the Company from time to time. Without departing from the generality of the aforesaid, this clause will apply in particular where Goods have been lost or damaged while in the Company's possession and / or in Carriage. The Company shall have a lien over all Goods in its possession for Carriage as security for the payment of all amounts howsoever arising due by the Client to it, and the Client hereby pledges such Goods as security for the purpose aforesaid.
13. Any claims, whether submitted under the terms of insurance arranged on the Company's behalf, or direct claims against the Company, must be submitted in writing and be delivered to the Company at its chosen domicilium address within 30 (thirty) calendar days of the date of the claim arising. Claims submitted after this period will irrevocably lapse and be of no force and effect, regardless of the circumstances of loss or damage. The Client indemnifies



the Company against any loss or damage, direct or indirect, (including consequential damages), arising from the Client's failure to observe the terms of this clause.

14. If the Company is unable for any reason to effect delivery of the Goods, reasonable steps will be taken by it to return the Goods forthwith to the Client. The Client shall be responsible for the costs of Carriage, attempted delivery and return of the Goods. If the Company is unable to effect return of the Goods as a result of any fault on the Client's part, the Company shall be entitled to sell the Goods at a market related price to defray costs incurred by it, after giving notice of such sale by registered post to the Client.
15. The Company reserves the right, without prejudice to any other rights it may have in law, to sell any Goods of the Client at a market related price in order to apply the proceeds thereof against (i) any arrear indebtedness of the Client to the Company arising out of services rendered, as well as (ii) any costs incurred as a result of such sale. The Company shall give the Client 14 (fourteen) calendar days written notice by registered post, of such sale. Any surplus funds realised from such sale after deducting the Client's indebtedness to the Company for services rendered and costs of sale of the Goods as aforesaid shall be paid to the nominated account of the Client.
16. The Client shall remain responsible to the Company for all charges until they are paid. The Company shall not collect any monies at the time of delivery and no employee of the Company is authorised to do so. All payments made by the Client or any third party on behalf of the Client, shall be made free of any deduction or set off to the Company at its chosen domicilium address or to its nominated South African bank account.
17. The Client may instruct the Company to recover its charges from a third party provided that the third party is an account holder of good standing with the Company, and provided the Client has quoted the account number of such third party on the dispatch document. In the absence of the above provisos, the Company will ignore the Client's instruction and charge the Client directly. In the event that the third party referred to above declines to settle the Company's charges so raised, the Company may charge the Client who undertakes to settle the account in full within the time frames and parameters set out hereinbefore.
18. The Client hereby consents to the jurisdiction of the Magistrate's Court in terms of Section 45 of the Magistrate's Court Act No. 32 of 1944 as amended, for all claims that the Company may have against the Client. This clause does not preclude the right of the Company to institute any action in the High Court of South Africa.
19. Should any legal action by the Company be taken against the Client as a consequence of a breach by the Client of any of the obligations of the Client in terms of this agreement, then in that event the Client shall be obliged to effect payment on demand of all Attorney and Client costs incurred by the Company in taking such legal action, including collection commission, irrespective of whether proceedings in a Court of Law have actually been



instituted.

20. The parties choose as their domicilium citandi et executandi for the delivery of all documents, communication, Court processes and any other notices hereunder, the address which appears on the dispatch document.
21. This agreement constitutes the sole record of the agreement between the parties. No party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein.
22. No addition to, variation of, or agreed cancellation of this agreement shall be of any force or effect, unless reduced to writing and signed on behalf of both parties.
23. No relaxation or indulgence which any party may grant to any other shall constitute a waiver of the rights of that party and shall not preclude that party from exercising any rights which many have arisen in past or which may arise in future.
24. The onus of proving the state, condition and nature of the Goods handed to the Company for the purpose of Carriage shall at all times rest with the Client. No receipt given by the Company to the Client shall in any way, manner or form, be regarded prima facie proof / evidence of the state, condition and nature of the Goods.