

AWARDZ LOGISTIX SOLUTIONS PTY (LTD)

TERMS AND CONDITIONS

All and any business undertaken or advice, information or services provided by Awardz Logistix, whether for consideration or not, is undertaken or provided on these terms and conditions.

1. DEFINITIONS AND INTERPRETATION

Unless the context indicates a contrary intention, the following words and expressions bear the following meanings in this agreement:

- 1.1 "Consignee" means the person to whom a consignment is to be delivered by Awardz Logistix.
- 1.2 "Consignment" means goods to be transported in terms of the agreement between the customer and Awardz Logistix on a single occasion on the Customer's instructions and in respect of which a single waybill is completed.
- 1.3 "The Customer" means:
 - 1.3.1 the person whose particulars appear in the schedule, and/or
 - 1.3.2 the person who instructs Awardz Logistix to perform the services, and/or
 - 1.3.3 the person who accepts Awardz Logistix' quotation; and/or
 - 1.3.4 any person who contracts with Awardz Logistix.
- 1.4 "Contract" means an agreement entered into between Awardz Logistix and the customer, which is subject to these terms and conditions.
- 1.5 "Dangerous goods" includes hazardous goods and goods which, in the opinion of Awardz Logistix, are dangerous and includes anything likely to, or which does in fact, cause any damage to persons and/or property.
- 1.6 "Awardz Logistix" means Awardz Logistix, Registration no. 2017/651053/07 and includes its members, employees, duly appointed representatives, agents and subcontractors, where appropriate in the context.
- 1.7 "Person" shall have its ordinary meaning and includes juristic and natural persons.
- 1.8 "Schedule" means the schedule of information to which this agreement is attached.
- 1.9 "Sender" means the person from whom a consignment is to be collected.
- 1.10 "Service" means the arrangement of transportation of consignments by Awardz Logistix on the customer's instructions.
- 1.11 "Tariff Schedule" means Awardz Logistix's schedule of tariffs of fees, surcharges and other charges in respect of its various service offerings that is in force from time to time.
- 1.12 "Transportation means, without limiting the generality of this term, conveyance of the goods from a collection point to a delivery point, and where applicable, includes storage, warehousing, loading, off-loading, packing,.
- 1.13 "Waybill" means Awardz Logistix's waybill that accompanies consignments that are collected, transported and delivered by or on behalf of Awardz Logistix for the Customer, comprises a pre-printed form that is

completed by the customer or Awardz Logistix's employees or agents using information provided by the customer.

1.14 Any reference to:

1.14.1 "Days" means calendar days, unless qualified by the word "business", in which instance a "business day" shall be any day other than Saturday, Sunday or public holiday in the Republic of South Africa;

1.14.2 "Business hours" means the hours between 08h00 and 17h00 on any business day.

1.15 In this agreement an expression which denotes any gender includes the other genders, a natural person includes a juristic person and vice versa and the singular includes the plural and vice versa

2. CAPACITY OF AWARDZ LOGISTIX

2.1 Despite anything to the contrary in these terms and conditions, Awardz Logistix acts as agent of the customer and nothing in these terms and conditions will be interpreted as Awardz Logistix acting in any other capacity with the customer, unless Awardz Logistix has, in fact, contracted with the customer as principal and informed the customer in writing that it is acting as principal.

2.2 Despite anything to the contrary in these terms and conditions, Awardz Logistix shall have no responsibility or liability for any act or omission of any person with whom Awardz Logistix contracts to carry out the services, including transportation, under a contract for and on behalf of the customer.

2.3 Unless it is prohibited by law, all packaging, handling, packing, loading, off-loading, warehousing and transportation of goods by or on behalf of or at the request of Awardz Logistix are effected at the sole risk of the customer and/or owner of the goods and the Customer and/or owner indemnifies Awardz Logistix against all risks arising from such packaging, handling, packing, loading, off-loading, warehousing and transportation of goods.

3. APPLICABILITY OF THESE TERMS AND CONDITIONS

3.1 These terms and conditions together with any addendum to these terms and conditions shall govern the relationship between Awardz Logistix and the Customer in each and every contract between them.

3.2 No provision, warranty or representation in any other document or agreed to orally by or on behalf of the Customer and Awardz Logistix shall be interpreted as a variation of these terms and conditions, unless the provision is in writing and signed by a duly authorised representative of Awardz Logistix.

3.3 No conduct other than what is agreed to in writing and signed by a duly authorised representative of Awardz Logistix shall be interpreted as a variation or novation of these terms and conditions or a waiver of Awardz Logistix's rights under these terms and conditions.

3.4 No amendment, variation or consensual cancellation of any contract shall be of any force and effect unless such amendment, variation and/or consensual cancellation is reduced to writing and signed by a duly authorised representative of Awardz Logistix.

4. APPLICABLE LEGISLATION

- 4.1 If Awardz Logistix is obliged, in the carrying out of any of its duties, to comply with any law then Awardz Logistix, by complying with such law, shall not be deemed to have waived or abandoned any of its rights under these terms and conditions.
- 4.2 In complying with any law Awardz Logistix shall not be deemed to have assumed any onus, obligation, responsibility, penalty or liability in favour of the Customer.
- 4.3 If any of the provisions of these terms and conditions is repugnant to or in conflict with any law, then the conflicting provision shall be deemed to be amended to conform with such law and such amendment shall not affect the validity of the remaining provisions of these terms and conditions.

5. THIRD PARTIES

- 5.1 The customer acknowledges that when Awardz Logistix, as agent for and on behalf of the Customer, concludes any agreement with a third party such agreement is concluded between the Customer and the third party.
- 5.2 Unless otherwise agreed in writing, Awardz Logistix shall be entitled to enter into any agreement it reasonably deems necessary for the fulfilment of the customer's instructions, including, without limitation, agreements for the:
 - 5.2.1 carriage of goods by any route or means or person;
 - 5.2.2 storage, packing, transport, shipping, loading, offloading and/or handling of goods by any person at any place and for any length of time;
 - 5.2.3 carriage or storage of goods in bulk/break-bulk form or in/on a transport unit or with or without other goods of any nature.
- 5.3 Despite anything to the contrary in these terms and conditions the Customer agrees that all goods shall be dealt with by Awardz Logistix on the terms and conditions stipulated by the carriers, warehousemen, government departments, hauliers and all other parties (whether or not acting as agents or subcontractors to Awardz Logistix) into whose possession or custody goods may pass, or subject to whose authority they may at any time be whether or not inconsistent with these terms and conditions.
- 5.4 Awardz Logistix is entitled to contract with other parties, whether as agent or principal, at rates different to those it charges the customer and shall not be obliged to account for such differential to the Customer who accepts and consents to this.

6. QUOTATIONS

- 6.1. Awardz Logistix shall be entitled at any time by notice to the Customer to cancel or resile from any quotation or Contract in circumstances where it becomes impracticable or uneconomical for Awardz Logistix to carry out the Contract at the quoted / tariff rate in Awardz Logistix's sole discretion and the Customer shall have no claim against Awardz Logistix for any loss that the Customer might incur as a result of Awardz Logistix cancelling or resiling from the quotation or Contract.

- 6.2. Subject to clauses 6.1, 6.3 and 6.5, quotations by Awardz Logistix shall remain valid for a period of 30 (thirty) days from the date of the quotation or for such other period as is stipulated in the quotation and, if not accepted in writing during such period, shall automatically lapse.
- 6.3 Quotations and tariffs are based and are subject to, among other things:
- 6.3.1 quantities, densities, dimensions, mass, properties, other technical data relating to the goods
 - 6.3.2 available loading and off-loading hours,
 - 6.3.3 work being carried out by the methods and the route to be decided by Awardz Logistix without interruption, hindrance or postponement;
 - 6.3.4 the availability of third party's vehicles and/or staff on the dates required;
 - 6.3.5 all part loads being conveyed and delivered at Awardz Logistix and third party's convenience;
 - 6.3.6 other information supplied by the Customer and accepted by Awardz Logistix.
- 6.4 Any variance in the factors on which a quotation / tariff is based shall entitle Awardz Logistix to:
- 6.4.1 require the quote to be adjusted to take into account such variance; or
 - 6.4.2 to suspend performance; or
 - 6.4.3 cancel the contract without incurring any liability and in the event of any such cancellation reserving to itself the right to claim from the customer such damages as Awardz Logistix may have suffered.
- 6.5 Quotations and tariffs shall be subject to escalation in the event of:
- 6.5.1 Awardz Logistix being required to perform after the validity period of the quotation;
 - 6.5.2 changes in currency exchange rates and upward movements in amounts payable by or on behalf of or at the instance of Awardz Logistix to third parties including, without limitation, freight, surcharges, insurance premiums, equipment rental and labour costs;
 - 6.5.3 any increase in Awardz Logistix's and third party's costs coming into force after the date of the quotation / Contract over which Awardz Logistix has no control will be for the Customer's account;
 - 6.5.4 any stoppages or delay due to interruption, hindrance of whatsoever nature, local traffic, municipal regulation or non-production over which Awardz Logistix has no control;
 - 6.5.5 the volumes, quantities, densities, dimensions or mass increasing or being greater than the volumes, quantities, densities, dimensions or mass indicated by the Customer (if the Customer disputes Awardz Logistix's determination of the mass and / or dimensions of a consignment, the Customer shall bear the onus of proving that Awardz Logistix's measurements are incorrect);
 - 6.5.6 a change of route due to reasons beyond Awardz Logistix' and/or third party's control;
 - 6.5.7 any postponement or cancellation by the Customer; and
 - 6.5.8 delays or additional expenses being incurred as a result of the Customer's failure to comply with its obligations under these terms and conditions..
- 6.6 The Customer shall be liable for any such escalation as if the additional amounts had been included in the quotation or tariff schedule.

7. CUSTOMER'S UNDERTAKINGS

- 7.1 The Customer shall be deemed to have reasonable knowledge of all matters directly or indirectly relating to the Customer's business, the goods, services to be rendered by Awardz Logistix, including without limitation the terms of sale and purchase of the goods and all matters relating thereto and the Customer undertakes to supply all pertinent information to Awardz Logistix.
- 7.2 The Customer warrants that it is the owner, or the authorised agent or contractor of the owner of any goods in respect of which the Customer instructs Awardz Logistix, and if the Customer is not the owner, that the owner is bound by these terms and conditions.
- 7.3 Should the Customer perform any function as agent of the owner, sender or consignee, that person is bound by these terms and conditions for itself and its agents and for any parties on whose behalf it or its agents may act, and in particular, the owner, sender and/or consignee for whom the Customer acts as agent accepts that Awardz Logistix shall have the right to enforce against them jointly and severally any liability of the Customer under these terms and conditions or to recover from them any sums to be paid by the Customer which has not been paid by it.
- 7.4 The Customer shall ensure that consignments are ready for collection at the place arranged for collection and that the waybill and all other documents that must accompany the consignment have been fully and accurately completed.
- 7.5 The Customer warrants that:
- 7.5.1 all information and instructions supplied or to be supplied by the Customer to Awardz Logistix is and shall be accurate, true and correct, and in particular, the Customer shall be deemed to be bound by and warrants the accuracy of all descriptions, values and other particulars furnished to Awardz Logistix for customs, consular and other purposes. The Customer bears the onus of checking all waybills (whether generated electronically, completed by the Customer or completed by Awardz Logistix) to ensure that all information on the waybills is correct and must immediately notify Awardz Logistix if any of this information is not correct, failing which the Customer warrants to Awardz Logistix that all information on waybills is correct;
- 7.5.2 the Customer will not withhold any necessary or relevant information and indemnifies Awardz Logistix against all and any claims, losses, penalties, damages, expenses, including any assessment or reassessment of such descriptions and values and particulars furnished to Awardz Logistix, and fines arising, as a result of a breach of clause 7.5 whether negligently or otherwise;
- 7.5.3 all goods will be properly, adequately and appropriately prepared, packed, stowed, labelled and marked having regard, among other things, to the characteristics of goods involved and are capable of withstanding the normal hazards inherent in the transportation of such goods as contemplated in the agreement reached with Awardz Logistix;
- 7.5.4 where goods are carried in or on containers, trailers, flats, tilts, railway wagons, tanks, igloos or any other unit load devices specifically constructed for the carriage of goods by land, sea or air (individually referred to as "the transport unit"), then except where Awardz Logistix has been given and has accepted specific written instructions to load the transport unit:

- 7.5.4.1 that the transport unit has been properly and competently loaded; and
- 7.5.4.2 that goods involved are suitable for carriage in or on the transport unit; and
- 7.5.4.3 that the transport unit is itself in a suitable condition to carry goods loaded in the transport unit and complies with the requirements of all relevant transport authorities and carriers.
- 7.5.5 Awardz Logistix's handling of the goods and performing the services in respect thereof will not contravene any law or regulation relating to the importation, exportation, transportation, storage and/or distribution of any goods or class of goods. For the avoidance of doubt, if the Customer is not the sender, the Customer bears the risk of the sender doing anything which contravenes these warranties.
- 7.5.6 It shall not provide details of its account number to any unauthorized person. The unauthorized use of the Customer's account shall be at the Customer's risk. The Customer agrees that it shall not be entitled to refuse to pay any invoices for services rendered by Awardz Logistix on the grounds that the person who ordered the services on behalf of the Customer did not have the authority to do so.

8. GOODS REQUIRING PRIOR CONSENT OF AWARDZ LOGISTIX

- 8.1 The Customer shall obtain in advance Awardz Logistix's written consent to accept into its possession or control or into the possession or control of any contracted third party, Awardz Logistix's agents or employees any goods, including radioactive materials, which may be or may become dangerous, toxic, inflammable or noxious or which by their nature may injure, damage, taint or contaminate, or in any way adversely affect any person, goods or property, including goods likely to harbour or attract vermin or other pests.
- 8.2 The Customer shall obtain in advance Awardz Logistix's written consent to accept into its possession or control or into the possession or control of any contracted third party, Awardz Logistix's agents or employees any bank and treasury bonds, furs (raw and finished), jewellery, live animals, money (notes and coins), patterns, plans, designs or manuscripts, precious stones, any goods the aggregate value of which exceeds R5 000 000.00.
- 8.3 The Customer warrants that goods referred to in clauses 8.1 and 8.2 above, or the case, crate, box, drum, canister, tank, flat, pallet, package or other holder or covering of such goods will comply with any applicable laws, regulations or requirement of any authority or carrier and that the nature and characteristics of such goods and all other data required by such laws, regulations or requirements will be prominently and clearly marked on the outside cover of such goods in the prescribed manner.
- 8.4 If any goods are delivered to Awardz Logistix, whether or not in breach of the provisions of this clause 8, such goods may for good reason, as Awardz Logistix in its sole discretion deems necessary, including, the risk to other goods, property, life or health, be destroyed, disposed of abandoned or rendered harmless or otherwise dealt with at the risk and expense of the Customer and without Awardz Logistix being liable for any compensation to the Customer or any other party, and without prejudice to Awardz Logistix's rights to recover its charges and/or fees including the costs of such destruction, disposal, abandonment or rendering harmless or other dealing with such goods.

8.5 The Customer indemnifies Awardz Logistix against all loss, liability or damage caused to Awardz Logistix as a result of the delivery of goods to Awardz Logistix and/or out of losses incurred by Awardz Logistix under this clause 8.

9. DANGEROUS GOODS

9.1 Awardz Logistix is not obliged to contract for the carrying of dangerous goods on behalf of the customer.

9.2 In the event of Awardz Logistix agreeing in writing to place with a third party the Customer's dangerous goods, the customer shall:

9.2.1 disclose fully the nature and properties of such dangerous goods to Awardz Logistix;

9.2.2 prior to loading, give Awardz Logistix special detailed instructions to enable Awardz Logistix to place such dangerous goods for the proper safety and handling as per any applicable Law; and

9.2.3 comply with all regulations governing the loading, off-loading, storing and carriage of such dangerous goods.

9.3 Awardz Logistix shall be entitled immediately and without prior notice to the Customer to discharge, or dispose of such dangerous goods, in any manner it sees fit if:

9.3.1 the customer or consignor fails to disclose the dangerous nature of any dangerous goods; or

9.3.2 any dangerous goods become a danger to a person or property, whether or not the dangerous nature of the dangerous goods has been disclosed.

9.4 Awardz Logistix shall not be liable for any loss or damage arising from a discharge or disposal of dangerous goods as set out in clause 9.

9.5 Awardz Logistix shall furthermore be entitled to recover from the Customer the freight in respect of any such discharge or disposal of dangerous goods as set out in clause 9, despite the non-delivery of such dangerous goods together with any expenses incurred in discharging or disposing of the dangerous goods.

9.6 The Customer:

9.6.1 shall be liable for all loss and/or damage suffered by Awardz Logistix or any other person/s caused by dangerous goods whether or not the dangerous nature of the dangerous goods has been disclosed; and

9.6.2 indemnifies Awardz Logistix against all liability and all claims by any person/s arising from such loss and/or damage.

10. ABNORMAL LOADS

Where in Awardz Logistix's sole discretion the carrying of goods by third party on behalf of the customer constitutes an abnormal load, the carrying of such goods shall be subject to the following terms and conditions:

10.1 Adequate notice shall be given to Awardz Logistix to enable it to prepare drawings of such loads and route surveys for local authorities (and, where applicable, to Eskom and post office authorities) ("relevant authorities") for their respective consent.

10.2 The Customer shall bear the cost of:

10.2.1 obtaining the consent from the relevant authorities;

- 10.2.2 removing and replacing any obstacles during loading, off-loading or in route;
- 10.2.3 raising and reinstating overhead wires;
- 10.2.4 switching the electric power off and on;
- 10.2.5 traffic escorts required;
- 10.2.6 pavement and obstruction fees levied by the authorities concerned; and
- 10.2.7 any other additional service incidental to and necessary for the carriage of such loads.
- 10.3 It is recorded that the hours and speed of such transportation are subject to regulation by the authorities concerned.
- 10.4 Awardz Logistix shall not be liable for any damage to property caused by the passage of such loads and/or third party's vehicle over or through such property and the Customer indemnifies Awardz Logistix against all liability and claims by any person arising from such damage.
- 10.5 Liability for damage to property under this clause and any consequential loss or damage arising from such damage shall be borne by the Customer.
- 10.6 All legal costs incurred by Awardz Logistix in resisting any claims under this clause, on the scale as between attorney and own client, shall be borne by the Customer.

11. EXAMINATION OF LANDED GOODS

- 11.1 Where it is necessary for an examination to be held or other action to be taken by Awardz Logistix in respect of any discrepancy in goods which are landed or discharged from any vessel, aircraft, vehicle, or transport unit, no responsibility shall attach to Awardz Logistix for any failure:
 - 11.1.1 to hold such examination; or
 - 11.1.2 to take any other action;unless Awardz Logistix has been timeously advised by the landing or discharge agent that such goods have been landed and that such a discrepancy exists.
- 11.2 Awardz Logistix will not be responsible for the examination or counting of any goods received by Awardz Logistix where such goods are bundled, palletized or packed in any manner such that their number cannot be quickly and easily counted ("bundled goods").
- 11.3 Should Awardz Logistix undertake to count bundled goods, Awardz Logistix shall incur no liability in respect of any error or inaccuracy as a result of ordinary negligence on the part of Awardz Logistix or otherwise.
- 11.4 Awardz Logistix shall be entitled to levy a charge on the Customer for the counting of bundled goods.

12. CONDITION OF GOODS

- 12.1 The onus of establishing the condition of goods at the time of delivery to Awardz Logistix and/or third party shall at all times be on the Customer.
- 12.2 No delivery note, receipt or the document given at such time by Awardz Logistix and/or third party to the consignor shall constitute proof of the condition of goods, except to the extent that any specific record in relation to such condition has been recorded on such document by Awardz Logistix and/or third party.

13. INSURANCE

- 13.1 Unless the Customer requests, and Awardz Logistix agrees in writing to arrange insurance cover in respect of the goods, Awardz Logistix bears no responsibility to do so.
- 13.2 When Awardz Logistix arranges insurance for the Customer, it acts as an agent of the Customer only and not as an insurance expert. None of Awardz Logistix's employees are authorized to offer advice in respect of insurance.
- 13.3 If the Customer requires Awardz Logistix to arrange insurance cover for any consignment (subject to maximum available cover of R5 000 000.00):
- 13.3.1 it must request the insurance before the consignment is collected and provide all information necessary for arranging the insurance cover on demand;
- 13.3.2 the Customer must pay Awardz Logistix the premium for the insurance cover;
- 13.3.3 the insurance cover will be subject to the terms and conditions of the insurance policy, which are available from Awardz Logistix upon request.
- 13.4 Awardz Logistix shall not arrange insurance cover in respect of second-hand machinery or equipment (including electronic equipment) unless:
- 13.4.1 the machinery or equipment is not be more than 10 years old;
- 13.4.2 a pre-shipment inspection of the goods is carried out by an engineer or technician appointed by the Customer or the sender detailing the physical, mechanical and/or electrical condition of the goods and the packaging methods employed;
- 13.4.3 the inspection report is provided to and the risk accepted by the insurers.
- 13.5 Awardz Logistix bears no responsibility for any losses suffered by the Customer or any other person in the event that any claim under the insurance policy is repudiated for any reason.

14. CANCELLATION OF REQUEST FOR VEHICLE

The Customer shall be entitled to cancel a request for a vehicle to carry out a particular service in terms of a Contract provided that the Customer gives Awardz Logistix no less than 48 (forty eight) hour's notice of cancellation (Saturday, Sunday and Public Holidays excluded), prior to the time of dispatch of the vehicle and the service scheduled by Awardz Logistix, failing which the Customer shall be liable to pay Awardz Logistix's usual, alternatively reasonable additional charges up to a maximum period of 48 (forty eight) hours.

15. LOADING AND OFF-LOADING

- 15.1 The Customer shall deliver goods onto the vehicle nominated by Awardz Logistix and shall take delivery of goods from such vehicle, and shall be fully responsible for the loading and off-loading of such goods onto or from the vehicle.
- 15.2 Awardz Logistix's employees may assist with the loading and off-loading of such goods onto or from the vehicle in so far as such assistance is customary and practicable, but such assistance shall be rendered at the sole risk of the Customer without any liability for any loss or damage arising from loading and off-loading of such goods onto or from the vehicle attaching to Awardz Logistix.

15.3 The Customer warrants that:

15.3.1 it will provide or procure the provision of safe and adequate labour and equipment for loading and off-loading, and safe, convenient and adequate loading and off-loading points and access to or from any such loading and off-loading points;

15.3.2 it will ensure that loading and off-loading will be possible at the agreed points during such hours and days as the Parties have agreed; and

15.3.3 if any goods require special appliances for loading or unloading, those appliances will be available at the point of collection and place of delivery of the consignment.

15.3.4 the maximum loading and off-loading time allowed to the Customer shall be five hours or such time as is set out in Awardz Logistix quotation.

15.3.5 loading and off-loading time shall be deemed to commence at the time when the vehicle to be loaded / off-loaded arrives at the entrance to the property on which the loading / off-loading point is suitable.

15.4 After completion of loading the Customer shall verify the correctness of all the details contained in the Customer's delivery documents.

15.5 The Customer shall ensure:

15.5.1 prior to goods being off-loaded, that goods to be off-loaded are the precise goods which should be off-loaded under the Contract;

15.5.2 that during off-loading, clear and precise off-loading and delivery instructions are given;

15.5.3 that goods are off-loaded at the correct place and/or off-loading point; and

15.5.4 that immediately after off-loading, goods off-loaded comprise the correct quantity and are in good order and condition.

15.6 When off-loading is completed the Customer shall inspect the vehicle or vehicles, as the case may be, to verify that the complete consignment has been off-loaded.

16. DELIVERY

16.1 Awardz Logistix shall be entitled to store or abandon goods at its discretion if:

16.1.1 the Customer / consignee fails or is unable or refuses to take delivery of the whole or any part of goods at the agreed off-loading point, or at the agreed off-loading time; or

16.1.2 it is not possible or practicable to off-load goods within 12 (twelve) hours after arrival of such goods at such off-loading point (through no fault of Awardz Logistix); and

16.1.3 an acceptable alternative delivery instruction is not timeously received from the Customer.

16.2 In the events set out in clause 16.1 the Customer shall have no claim against Awardz Logistix for any act or omission arising from such storage or abandonment or otherwise.

16.3 Awardz Logistix shall use its best endeavours to cause delivery of consignments within the time reasonably requested by Customer, but does not accept responsibility for late delivery. The Customer shall have no claim against Awardz Logistix for damages of any nature whatsoever suffered as a result of late delivery, and remains liable for the amounts incurred in accordance with these terms and conditions and the Contract regardless of late delivery.

17. DEMURRAGE (LAYTIME)

Awardz Logistix and/or third party shall not be liable for demurrage, damages for delay or storage charges and where paid by Awardz Logistix and/or third party such charges shall be refunded to Awardz Logistix by the Customer on demand.

18. WAREHOUSING

Pending forwarding and/or delivery, goods may be warehoused or otherwise held at any place as determined by Awardz Logistix in its sole discretion, including Awardz Logistix's own warehouse or yard, at the Customer's expense.

19. DUTIES, TAXES, IMPORTS, LEVIES AND DEPOSITS

19.1 The Customer, whether or not the cause of payment was due to an act, instruction or omission of the sender, owner and/or consignee and their agents, if any, shall be liable for:

19.1.1 any duties, taxes, imposts (compulsory payments), levies, deposits or out-lays levied by or payable to the authorities, intermediaries or other parties at any port or place for or in connection with goods and whether at the time of entry and/or at any subsequent time ("port charges"); and

19.1.2 for any payments, fines, penalties, expenses, loss or damage incurred or sustained by Awardz Logistix, or the Customer or owner of goods, in connection with the port charges.

19.2 The Customer shall timeously advise Awardz Logistix, in writing, of any tariff headings required for clearing goods through customs, failing which the Customer undertakes to indemnify Awardz Logistix and hold it harmless where costs are incurred because Awardz Logistix chose an incorrect tariff heading on the Customer's behalf.

19.3 Awardz Logistix shall incur no liability if there is a change in the rate of duty, cargo duties, freight, railage or cartage or any other tariff, before or after the performance by Awardz Logistix, or any act involving a less favourable rate, or tariff, or by virtue of the fact that a saving might have been effected in some other way had any act been performed at a different time.

20. OBLIGATION TO PERFORM

Awardz Logistix shall only be obliged to perform its obligations if:

20.1 Awardz Logistix, in its sole discretion, has received sufficient notice of the Customer's requirements to enable it to place the transportation;

20.2 the necessary consent and statutory permits have been granted and remain in force. In the event that such consent or permit is refused or withdrawn for any reason Awardz Logistix may refuse to perform the services and no liability for damages or otherwise shall attach to Awardz Logistix;

20.3 the Customer is not in breach of the terms and conditions or any other contract;

20.4 Awardz Logistix is satisfied as to the Customer's solvency and ability to pay for the services to be rendered within the time and in the manner prescribed in these terms and conditions;

20.5 at Awardz Logistix's sole discretion, it is not impossible, impractical or dangerous to continue to comply with its obligations by reason of riots, strikes, lockouts, labour disturbances or disputes, boycotts, economic sanctions, acts of state, industrial legislation, war, terrorism, civil commotion or disturbances, attacks upon its employees or vehicles which are / were to have been used in transportation, floods, rationing or non-availability of fuel, vehicle accident, breakdown in vehicle or equipment, commercial pressure, banking restrictions or delays in transfers of funds or any other cause beyond the reasonable control of Awardz Logistix.

21. SUSPENSION OF PERFORMANCE

While any of the conditions referred to in clause 20 above remain unfulfilled, Awardz Logistix shall be entitled to refuse or suspend performance without being liable, and without prejudice to Awardz Logistix's rights to recover monies due to it in respect of services already performed by it and/or any person with whom Awardz Logistix contracts to carry out the services, including transportation, under a contract for and on behalf of the Customer.

22. INVOICING

22.1 Awardz Logistix will invoice the Customer for services rendered to it in accordance with the rates and charges set out in the tariff schedule and/or, if applicable, in accordance with the quotation (if any) issued by Awardz Logistix, plus any additional amounts for which the Customer is liable under these terms and conditions.

22.2 If the Customer wishes to dispute Awardz Logistix's invoice, it must do so within 15 days after the invoice has been issued. Thereafter invoices will be deemed to be correct and the Customer will bear the onus of proving the contrary if it subsequently disputes the invoice.

23. PAYMENT BY THE CUSTOMER

23.1 Unless otherwise specifically agreed by Awardz Logistix in writing, the Customer shall pay to Awardz Logistix in cash immediately upon presentation of an account all sums due to Awardz Logistix in full, free of any commission, exchange, brokerage or deduction and payments shall not be withheld or deferred on account of any claim or counterclaim which the Customer may allege exists between the Customer and Awardz Logistix.

23.2 All and any monies received by Awardz Logistix from the Customer shall be appropriated by Awardz Logistix in its sole and absolute discretion in respect of any indebtedness owing by the Customer to Awardz Logistix, despite that the Customer might, when making payment, seek to appropriate the payment so made to any particular debt or portion of a debt.

23.3 Despite that Awardz Logistix may agree to collect and/or receive payment from another party, the Customer is personally bound by the provisions of the Contract, and the Customer guarantees payment of the freight and other charges by such other party to Awardz Logistix.

23.4 There will be no valid discharge of the obligation to pay Awardz Logistix by the Customer unless and until payment in full has been made to Awardz Logistix.

23.5 Awardz Logistix is entitled to levy an interest charge against the Customer at a rate of 1.5% (one point five per cent) per month on all amounts which are outstanding and are unpaid by the Customer.

24. PRESCRIPTION OF CLAIMS

Without limitation and prejudice to Awardz Logistix, the Customer shall notify Awardz Logistix of any loss, damage, complaint or claim within 24 (twenty four) hours from the time of off-loading or, in the case of late delivery or non-delivery of goods, within 24 (twenty four) hours from the scheduled time of off-loading and shall confirm such notification in writing to be received by Awardz Logistix within 72 (seventy two) hours of such off-loading or scheduled time of off-loading as the case may be, failing which, any claim arising from such failure shall lapse and be unenforceable.

25. STIPULATION FOR THE BENEFIT OF THE BROKER AND EMPLOYEES AND AGENTS

Where any stipulations contained in these terms and conditions are for the benefit of Awardz Logistix and or any person for whose acts and/or omissions Awardz Logistix is liable any such person shall be entitled at any time before judgment is given against them to accept the benefit of any such stipulations.

26. BREACH

If Awardz Logistix breaches any of these terms and conditions or any Contract between Awardz Logistix and the Customer and fails to remedy such breach within 30 (thirty) days of the date of receipt of written notice requiring Awardz Logistix to do so then the Customer shall be entitled to compel performance by Awardz Logistix of the obligations.

27. WARRANTIES AND REPRESENTATIONS MADE BY AWARDZ LOGISTIX

27.1 Awardz Logistix makes no warranties and representations to the Customer except those which are specifically provided in these terms and conditions or in the Contract or as notified in writing by Awardz Logistix to the Customer.

27.2 The Customer acknowledges that Awardz Logistix is not bound by any oral statement, representation, guarantee, promise, undertaking, inducement or otherwise which may have been made at any time by any salesman, employee, representative or any person acting or purporting to act for or on behalf of Awardz Logistix, whether negligently or otherwise unless such statements, representations, guarantees, promises, undertakings, warranties or inducements are supplied or made in writing by an employee duly authorised by written resolution of the board of directors of Awardz Logistix in response to a written enquiry specifying accurately and in complete detail what information is required.

28. DISPUTES

- 28.1 Should there be any dispute of any nature between the parties in regard to any aspect, matter or thing relating to or arising from these terms and conditions or the Contract and whether or not Awardz Logistix has executed its obligations in terms of any Contract, then in such event the Customer shall nevertheless be obliged to perform its obligations in terms of any such Contract as though Awardz Logistix has performed properly and to the Customer's satisfaction.
- 28.2 The Customer's remedy, having performed its obligations as provided in clause 28.1, shall be limited to an action against Awardz Logistix for repayment of either the whole or portion of the amount which the Customer alleges constitutes an overpayment.
- 28.3 Without affecting the generality of clauses 28.1 and 28.2 the Customer shall not be entitled to withhold payment of any amount by reason of any dispute with Awardz Logistix whether in relation to Awardz Logistix's performance in terms of any Contract, or lack of performance or otherwise, after which payment the Customer's rights of action against Awardz Logistix in terms of this clause 28 can be enforced.
- 28.4 Until the required payment is made, any rights that the Customer may have, shall be deemed not yet to have arisen and it is only the payment to Awardz Logistix which releases such rights and makes them available to the Customer in respect of any claim that it may have against Awardz Logistix.
- 28.5 In any dispute between Awardz Logistix and the Customer Awardz Logistix shall be deemed to have performed its obligations in a proper and workmanlike manner and strictly in accordance with any Contract, until such time as the Customer proves the contrary.
- 28.6 If Awardz Logistix takes legal action to enforce payment of any amount due to it or any of its rights against the Customer, or to defend any claim against it by the Customer, the Customer will be liable to pay the legal costs incurred by Awardz Logistix on the scale as between attorney and own client, including collection commission and tracing costs.

29. LIEN

- 29.1 All goods and documents relating to goods, including bills of lading and import permits, as well as all refunds, repayments, claims and other recoveries, shall be subject to a special and general lien and pledge either for monies due in respect of such goods or for any other monies due to Awardz Logistix from the Customer, sender, owner, consignee, importer or the holder of the bill of lading or their agents, whether or not relating to goods over which the lien is exercised.
- 29.2 If any monies due to Awardz Logistix are not paid within 14 (fourteen) days after the notice has been given to the person from whom the monies are due, such goods or documents being detained may be sold by auction or otherwise or in some other way be disposed of for value at the sole discretion of Awardz Logistix and at the expense of such person, and the net proceeds applied in or towards satisfaction of such indebtedness.

30. INDEMNITY BY THE CUSTOMER

Without prejudice to any of Awardz Logistix's rights and securities under these terms and conditions, the Customer indemnifies and holds Awardz Logistix harmless against all liabilities, damages, costs and expenses incurred or suffered by Awardz Logistix arising directly or indirectly by or on behalf of or at the instance of Awardz Logistix in relation to any goods and in particular, in respect of any liability which may be incurred:

- 30.1 to any haulier, carrier, warehouseman or other person at any time involved with such goods or arising out of any claim made directly or indirectly against any such person by the Customer or by any consignor, consignee or owner of such goods or by any person having an interest in such goods or by any other person; and/or
- 30.2 to any owner or consignee of such goods who is not the Customer of Awardz Logistix where Awardz Logistix performs the service of a deconsolidation agent, or any other service; and/or
- 30.3 to any carrier of goods if Awardz Logistix is the consignor or consignee of goods; and/or
- 30.4 in respect of any claims or losses beyond Awardz Logistix's control, incurred in relation to goods referred to in clause 8.

31. LIMITATION OF AWARDZ LOGISTIX'S LIABILITY

31.1 Subject to the provisions of clause 31.3 and clause 32, Awardz Logistix shall not be liable for any claim of any nature (whether in contract or in delict) and whether for damages or otherwise, however arising including:

- 31.1.1 any negligent act or omission or statement by Awardz Logistix or its employees, agents or nominees, and/or
- 31.1.2 any act or omission of the Customer or agent of the Customer with whom Awardz Logistix deals; and/or
- 31.1.3 any loss, damage or expense arising from or in any way connected with the marking, labelling, numbering, or non-delivery of any goods; and/or
- 31.1.4 any loss, damage or expense arising from or in any way connected with the weight, measurements, contents, quality, inherent vice, defect or description of any goods; and/or
- 31.1.5 any loss, damage or expense arising from or any way connected with any circumstance, cause or event beyond the reasonable control of Awardz Logistix, including, strike, lock-out, stoppage or restraint of labour; and/or
- 31.1.6 damages arising from loss of market or caused by a delay in forwarding or in transit or failure to carry out any instructions given to Awardz Logistix; and/or
- 31.1.7 loss or non-delivery of any separate package forming part of a consignment or loss from a package or an unpacked consignment or for damage or incorrect delivery; and/or
- 31.1.8 damage or injury suffered by the Customer or any person as a result of Awardz Logistix's execution or attempted execution of its obligations to the Customer and/or the Customer's requirements or mandate; unless :
 - 31.1.8.1 such claim arises from a negligent act or omission on the part of Awardz Logistix or its employees; and

31.1.8.2 such claim arises at a time when goods in question are in the actual custody of Awardz Logistix and under its actual control; and

31.1.8.3 in the instance provided in clause 31.1.7 above Awardz Logistix receives a written notice within 5 (five) days after the end of the transit.

31.2 Despite anything to the contrary in these terms and conditions, Awardz Logistix shall not be liable for any indirect and consequential loss arising from any act or omission or statement by Awardz Logistix, its agents, employees or nominees, whether negligent or otherwise.

32. MONETARY LIMITATION OF LIABILITY OF AWARDZ LOGISTIX

32.1 In those cases where Awardz Logistix is liable to the Customer, in no such case shall any liability of Awardz Logistix, exceed whichever is the least of the following respective amounts:

32.1.1 the value of goods evidenced by the relevant documentation or declared by the Customer for customs purposes or for any purpose connected with their transportation;

32.1.2 the value of goods declared for insurance purposes;

32.1.3 double the amount of the fees raised by Awardz Logistix for its services in connection with goods, but excluding any amount payable to sub-contractors, agents and third parties.

32.2 If it is desired that the liability of Awardz Logistix in those cases where it is liable to the Customer should not be governed by the limits referred to in clause 32.1, written notice that the liability of Awardz Logistix to the Customer should not be limited under clause 32.1 ("liability notice") must be received by Awardz Logistix before any goods or documents are entrusted to, or delivered to, or handed into the control of Awardz Logistix (or its agents, sub-contractors or third parties), together with a statement of the value of goods.

32.3 Upon receipt of such liability notice, Awardz Logistix may in the exercise of its absolute discretion agree in writing to its liability being increased to a maximum amount equivalent to the amount stated in the liability notice, in which case it will be entitled to effect (take out) special insurance to cover its maximum liability and the party giving the liability notice shall be deemed, by so doing, to have agreed and undertaken to pay Awardz Logistix for such insurance. If Awardz Logistix does not so agree, the limits referred to in clause 32.1 shall apply.

33. GENERAL CLAIMS

33.1 The Customer indemnifies and holds Awardz Logistix harmless in respect of any claims of a general nature which may be made against Awardz Logistix.

33.2 The Customer shall provide such security as may be required by Awardz Logistix in this connection within three (3) days of a written demand given to the Customer by Awardz Logistix.

34. TIME FOR PERFORMANCE BY THE CUSTOMER

Time is of the essence for the performance by the Customer of all obligations owed to Awardz Logistix in terms of any Contract or under these terms and conditions.

35. SEVERABILITY

If any provision of these terms and conditions is unenforceable, then Awardz Logistix shall be entitled to elect (which election may be made at any time) that such provision shall be severed (removed) from the remaining provisions of these terms and conditions which shall not be affected and shall remain in full force and effect.

36. GENERAL

36.1 Awardz Logistix may cede, transfer or assign any or all of its rights and/or obligations under a Contract and/or these terms and conditions.

36.2 A third party may sub-contract without notice, but shall continue to remain liable for the due performance of its obligations under the Contract and these Terms and Conditions shall apply equally to any service rendered by the sub-contractor.

36.3 The parties consent to the jurisdiction of any Magistrate's Court having jurisdiction over the Customer should Awardz Logistix in its sole and unfettered discretion elect to institute any action arising out of a Contract or under these terms and conditions against the Customer in such court, despite that Awardz Logistix's claim may exceed the ordinary jurisdiction of such court. Awardz Logistix may in its discretion institute action in any other court of competent jurisdiction.

36.4 All Contracts shall be interpreted and governed by the laws of the Republic of South Africa in their entirety and shall be deemed to have been entered into in the Republic of South Africa.

36.5 The Customer consents to the jurisdiction of the relevant South African court.

36.6 The head notes to the various clauses in these terms and conditions are for reference purposes only and do not affect the interpretation of the individual clauses.

36.7 No act, omission, course of dealing, leniency, delay or indulgence by Awardz Logistix in enforcing any of the provisions of these terms and conditions or any of its rights under these terms and conditions, shall prejudice or affect the rights and remedies of Awardz Logistix under these terms and conditions and no such matter shall be treated as any evidence of a waiver of Awardz Logistix's rights under the terms or conditions.

36.8 Awardz Logistix shall at all times and without notice be entitled to insist on the strict application of these terms and conditions, and on the strict enforcement of these terms and conditions against the Customer.

36.9 The Customer selects as its *domicilium citandi executandi* (place of notice) for all purposes of these terms and conditions its principal place of business as reflected in the schedule or on its invoices, delivery notes and letterheads.

36.10 Awardz Logistix selects as its *domicilium citandi executandi* (place of notice) for all purposes of these terms and conditions its principal place of business.

37. GUARANTEE OF AUTHORISATION

37.1 The person who signs this agreement, warrants that he, and any person who signs any application for credit and any person who accepts any quotation on behalf of the Customer is authorized to represent the Customer.



37.2 If the Customer disputes the authority of the signatory, then the signatory agrees that he will be personally liable to Awardz Logistix for the fulfilment of all the Customer's obligations.

Signed at _____ (place) on (date) _____

Witness _____

Customer signature

Customer full names

Company stamp _____