

STANDARD TRADING TERMS AND CONDITIONS

1. DEFINITIONS

1.1 In these terms and conditions of carriage, the following terms shall have the following meanings:

- 1.1.1 "the company" – means SHIPCHAIN (PTY) LTD, registration number 2018/096171/07;
- 1.1.2 "consignment" – means all goods transported under a single waybill;
- 1.1.3 "goods" – includes all goods or documents transported by the company for the shipper, and includes the packaging in which such goods or documents are contained;
- 1.1.4 "the shipper" – includes any person, natural or corporate, at whose request or instance, or on whose behalf, or for whose account, the company transports the goods; and specifically includes the sender of the goods;
- 1.1.5 "transport" – includes the handling, loading, unloading, storage and carriage of the goods, and includes any services provided by the company in connection therewith;
- 1.1.6 "waybill" – includes any waybill or consignment note or electronically generated consignment number pertaining to the goods.

2. APPLICATION OF TERMS AND CONDITIONS

These terms and conditions of carriage apply to all goods transported by the company.

3. SHIPPER'S WARRANTIES

3.1 The Shipper warrants that:

- 3.1.1 It is the owner of the goods or is authorized by the owner to deal with the goods;
- 3.1.2 All information, instructions and documents supplied by it to the company shall be true and correct in every respect;
- 3.1.3 All descriptions, values and other particulars furnished by it to the company, including those reflected on the waybill, shall be true and correct in every respect;
- 3.1.4 All goods will be properly and appropriately packed, marked, labelled and addressed so as to ensure safe transportation;
- 3.1.5 All goods will have been prepared for packing in a secure, controlled environment and will have been protected against unauthorized interference prior to delivery to the company;
- 3.1.6 The goods, or any part thereof, do not constitute illegal articles, or hazardous articles, or articles prohibited or restricted for transportation, or articles prohibited or restricted for distribution, in terms of any national or international law or regulation, or the dictates or requirements of any airline or airport or applicable authority, including those of The International Air Transport Association;
- 3.1.7 The goods will themselves comply with, and will be packed, marked and labelled in such a manner as to comply with, all applicable national and international laws or regulations, or the dictates or requirements of any airline or airport or applicable authority, including those of The International Air Transport Association;
- 3.1.8 The goods will have been properly entered and cleared for import or export and will comply with all laws regulating their import or export;
- 3.1.9 The goods will be supplied with, and accompanied by, all documents required for their import or export;
- 3.1.10 It is registered with customs and exercise as an exporter, or importer, as the case may be.

4. RIGHT OF INSPECTION

The company is entitled (but not obligated) to open, and to inspect, the goods, at any time.

5. GOODS REQUIRING PRIOR CONSENT

5.1 The shipper shall obtain the company's prior written consent before delivering the following goods into the possession of the company:

- 5.1.1 bullion, currency, precious stones or metals, jewellery, antiques, art works or other valuables;
- 5.1.2 human remains, livestock, or animal or plant matter;
- 5.1.3 any goods which may be, or become, a contaminator, dangerous, inflammable, noxious, toxic, or in any other way harmful or injurious to person or property.

5.2 Should the shipper deliver such goods into the possession of the company in breach of the provisions of 5.1 and/or should the company never the less transport such goods, the company shall incur no liability in respect of such goods, and the shipper shall be deemed to have indemnified the company against all loss, liability or damage caused to the company as a result of the tender of the goods to the company and/or the transportation of the goods by the company.

6. TRANSIT TIME, ROUTING AND DELIVERY

- 6.1 The company will use its best efforts to transport and to deliver the goods in accordance with its advertised services and schedules and/or with the service selected on the waybill 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 its control.
- 6.2 The company shall have an absolute discretion as to the means, routes and procedures to be followed in the transportation of the goods.
- 6.3 The company will use its best efforts to deliver the goods to the address of the consignee as reflected on the waybill, although not necessarily to the consignee in person. Should the consignee refuse delivery, or should the company be unable to locate the consignee, or should the consignee refuse to pay the company's charges in circumstances where the company has been instructed to collect payment of its charges from the consignee, or should the company be unable to deliver the goods for any other reason whatsoever, the company will use its best efforts to return the goods to the shipper, if so instructed, at the shipper's expense, failing which the company shall be entitled, at its discretion, to detain, store, sell, abandon or destroy the goods, or any part thereof, at the risk and expense of the shipper.

7. INSURANCE

- 7.1 The company will endeavour to obtain for the shipper such insurance as the shipper timeously and in writing instructs it to effect, subject to payment by the shipper of the applicable premium.
- 7.2 Such insurance will be subject to such exceptions, exclusions, limitations, maximums and conditions as may be imposed by the insurer taking the risk.
- 7.3 The company 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;
- 7.4 It is the responsibility of the shipper to acquaint itself with the exceptions, exclusions, limitations, maximums and conditions applicable to any open or general policy held by the company from time to time, and the company 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 shipper.
- 7.5 To the extent that the company agrees to arrange insurance for the shipper, it does so as agent, for and on behalf of the shipper, notwithstanding that the premium may be paid by the company.
- 7.6 Save to the extent set out in these terms and conditions, the transportation of the goods are entirely at the owner's risk.

8. CHARGES AND PAYMENTS

- 8.1 Charges are calculated according to the higher of actual or volumetric weight. The company shall have the right to re-weigh and to re-measure any goods delivered to it for transportation and to correct any under-declaration of weight.
- 8.2 The shipper shall be liable for any duties, taxes, imposts, levies, surcharges, fines, penalties, deposits or outlays levied by, or payable to, authorities, intermediaries or other third parties in connection with the goods, or the transportation thereof, and for any disbursements made by the company on its behalf in this regard.
- 8.3 Where the company is instructed to collect payment of its charges and disbursements, or any portion thereof, from the consignee or any other person, the shipper will never the less remain responsible for the payment thereof if they are not paid in full by such consignee or other person, immediately when due.
- 8.4 Unless otherwise agreed to in writing, all amounts due to the company are payable in cash upon presentation of account, without deduction or set off.
- 8.5 The shipper shall not be entitled to withhold or to defer payment because of any claim or reason that it might allege.

9. LIMITATION OF LIABILITY

- 9.1 Where the transportation of the goods is governed by the Warsaw Convention, the company's liability for delay, loss or damage to the goods shall be limited in accordance with the provisions thereof;
- 9.2 Where the transportation of the goods is not governed by the Warsaw Convention, the company's liability for delay, loss or damage to the goods shall, without prejudice to its right to rely on any other ground of limitation or exception contained herein, be limited in any event to the lesser of:
 - 9.2.1 R200.00 per consignment; or
 - 9.2.2 The actual replacement value of the goods.
- 9.3 The company shall not be liable for any indirect or consequential damages or loss, howsoever arising, including loss of profits, income, business or goodwill, or contractual penalties.

10. EXCLUSIONS

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

- 10.1 An act of God, *casus fortuitus*, *vis major* or any circumstance beyond the company's control;
- 10.2 An act or omission on the part of the shipper, the consignee or any other third party;
- 10.3 Any latent defect, or inherent vice or weakness, in the goods.

11. CLAIMS

- 11.1 Any claim against the company must be notified to the company in writing accompanied by copies of all relevant documentation, within 14 days of the date of delivery of the goods by the company or, in circumstances of non-delivery,

within 14 days of the scheduled delivery date of the goods, failing which it shall be deemed to have been extinguished for all purposes;

11.2 Subject to compliance with 11.1, any claim against the company shall be extinguished for all purposes 365 days after the date of delivery of the goods by the company or, in circumstances of non-delivery, after the scheduled delivery date of the goods, unless prior to the expiry of the period a summons or other process instituting legal action has been served on the company.

11.3 The signature of the consignee on the waybill, in acknowledgment of having received the goods referred to therein in good order and condition, shall be *prima facie* proof of the goods referred to therein having been properly delivered by the company, in good order and condition.

11.4 Any claim against the company for loss or damage to the goods shall, in addition to 11.1 and 11.2, be extinguished for all purposes unless the consignee notes the nature of such loss or damage on the waybill at the time of taking delivery;

11.5 The provision of 11.4 shall apply even though the consignee may have endorsed the waybill with the words: "not checked" or some similar such words.

12. LIEN

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

12.2 If any monies due to the company are not paid in full within 14 days after written notice has been given to the shipper demanding payment and noting that such goods or items have been detained, the goods or other items may be sold by auction, or otherwise disposed of, at the company's discretion and at the shipper's expense, and the net proceeds, after expenses, applied in or towards satisfaction of such indebtedness.

13. INDEMNITY

The shipper indemnifies the company against all liabilities, damages, claims, costs and expenses incurred or suffered by the company arising directly or indirectly from, or in connection with, the shipper's instructions or their implementation by, or on behalf of, or at the instance of the company, in relation to the transportation of the goods; or any breach of the warranties given to the company by the shipper.

14. PACKING

It is the shipper's sole responsibility to ensure that all goods are properly and appropriately packed, marked, labelled and addressed, and the company shall have no obligation whatsoever in this regard.

15. GENERAL

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

15.2 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 company and the shipper. 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 company and the shipper.

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

15.4 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.

15.5 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.

15.6 The shipper consents to the non-exclusive jurisdiction of the Cape Town Local Division of the High Court of South Africa in respect of any legal proceedings or action arising out of these terms and conditions or the transportation of the goods.

15.7 The shipper authorises the company 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 shipper; 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 shipper shall ratify, allow and confirm anything so done by the company on its behalf in good faith and shall reimburse the company for any amount so disbursed by it.

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

15.9 The company is neither a common carrier nor a public carrier and may decline to transport any goods delivered into its possession.