

**ANNEXURE "A"**  
**CONDITIONS OF CARRIAGE OF GOODS BY ROAD**

In these Conditions of Carriage of Goods by Road the following words shall bear the meanings assigned to them below: -

**“the Agreement”** – means the agreement between the parties as contained in this document and the Quotation.

**“the Consignor”** – means the person from whom or in the event that no name being given by the Customer, the address, from which the Goods are to be collected;

**“the Consignee”** – means the person to whom, or in the event that no such name being given by the Customer, the address to where, the Goods are to be delivered.

**“the Company”** – means Anderson Transport (Proprietary) Limited (Registration number: 1980/010511/07), Louis Anderson Transport Namibia (Proprietary) Limited (Registration number: 88/062), and includes its employees and agents;

**“the Customer”** – means the party instructing the Company to convey the Goods;

**“the Goods”** – means the goods as described in the Quotation and handed to the Company for conveyance;

**“the Goods in Transit Insurance Policy”** – means the Goods and Transit Insurance Policy, which covers loss or damage to property in or on the Company's vehicle in certain defined circumstances, up to a limit of R500,000,00 (Five Hundred Thousand Rand) per load;

**“the Quotation”** – shall mean the Quotation(s), which was accepted by the Client, in terms of which the Company is appointed by the Customer to transport the Goods on behalf of the Customer to the agreed destinations, which quotation forms the basis of the agreement between the Company and the Customer, subject to these standard terms and conditions.

**1. CARRIAGE UNDERTAKEN SUBJECT TO CONDITIONS OF CARRIAGE**

- 1.1 The Company undertakes to transport the Goods on behalf of the Customer in terms of the provisions of this Agreement and at the rates stipulated in the Quotation.
- 1.2 The terms and conditions contained herein shall, in addition to the specific terms included in any quotation or contract, determine the basis of the contractual relationship between the parties. In so far as any condition contained herein is inconsistent with an express term of any quotation and/or contract the latter shall prevail.
- 1.3 The Company is not a public carrier or a common carrier to the carriage of the Goods, and the Goods to be carried are accepted subject to the terms and conditions of the

I, ....., duly authorised thereto, hereby accept the abovementioned conditions on this .....day of  
(Name and Surname)

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Agreement. No variation of these terms and conditions shall be of any force or effect unless reduced to writing and signed by all the parties to the Agreement.

**2. LIMITATION OF LIABILITY**

2.1 All transport work carried out in terms of the contract is done at the exclusive risk of the owner of such goods. The Company is not responsible for any loss and/or damages, including consequential damages, which the owner may suffer as a result of the performance of service by the Company in terms of his contract.

2.2 It is recorded that the Company has taken out a Goods in Transit Insurance Policy.

2.3 Subject to the terms and conditions contained in this Agreement, the liability of the Company in respect of any loss or damage to the Goods, however such loss may arise, will under no circumstances exceed the actual amount paid by the insurers in terms of the aforesaid Goods in Transit Policy in the event of loss or damage to the Goods.

2.4 Under no circumstances will the Company be liable for any consequential, indirect, special, punitive or incidental damages, whether foreseeable or unforeseeable; even if the loss or damage arises out of negligence on the part of the Company, its employees, agents or sub-contractors (which are in a vicarious relationship with such Party), regardless of form or cause of action; whether in contract or delict or for restitution; whether based on this Agreement, any commitment performed or undertaken under or in connection with this Agreement, or otherwise.

2.5 The Customer is required to obtain any additional insurance coverage for all damages, which it may suffer at its own cost.

2.6 The stipulations are made by the parties for the benefits of the Company and of any person for whose acts the Company are in law liable and any person who may perform any of the Company's obligations hereunder who shall be entitled, at any time before judgment may be given against them, to accept the benefit of the said stipulations.

2.7 Notwithstanding anything to the contrary herein contained;

2.7.1 The Customer shall immediately advise the Company of any loss or damage of the goods or part thereof and then confirm it in writing by filing a claim within 7 (seven) days after delivery of the goods. Claims not finalized within one year shall become null and void;

2.7.2 The Company will not be responsible for shortages, damage of inner contents of packages or within bundles or damage to seals;

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2.7.3 The quantum (value) of a claim shall be determined and limited to the cost price thereof;

2.7.4 The Company shall not be responsible for shortages of items, unless otherwise agreed in writing.

2.8 Please note that the Company has no authority to carry hazardous goods of whatever nature and no such cargo may be loaded onto any of the Company's vehicles without the prior explicit written consent from the Company. The Company and the Customer agree that should any claim for damages and/or pollution and/or environmental damages and/or cleanup costs arise consequential to the carriage of hazardous and/or dangerous goods, then all such claims will be for the Customers account.

3. **ROUTES AND PROCEDURE**

The Company shall be entitled in its sole discretion, to determine the means, procedures and routes to be followed in performing the carriage of any goods.

4. **TARIFFS AND QUOTATIONS**

4.1 The Customer shall pay an amount as provided for in the Quotation by the Company as consideration for the transport services rendered in respect of the Goods.

4.2 Unless specific Quotations are given, the carriage of goods will be performed in accordance with the terms and conditions of this Agreement and the Company's tariff of charges prevailing from time to time. Quotations shall only be valid against and binding upon the Company if accepted by the customer in writing within 7 days of the date thereof, failing which the Company shall be at liberty to withdraw, vary or revise any quotation.

4.3 The Company reserves the right to revise any Quotation after acceptance, where such Quotation includes charges applicable to the Goods and a change occurs in the rates of such charges. Furthermore, the Company shall be entitled to vary or revise any Quotation in the following circumstances:

4.3.1 In the event of the Company being obliged to take out or obtain any licenses or permits, or to comply with the requirements of any lawful authority;

4.3.2 In the event of the Customer and/or any third party increasing the consignment or changing the consignment;

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4.3.3 In the event of the Company being obliged to deviate from the route selected by it, or to carry the Goods over another route, as a result of adverse weather conditions, impassable or dangerous roads and bridges.

**5. PAYMENT OF COMPANY’S REMUNERATION**

- 5.1 Unless otherwise agreed between the parties in writing all amounts payable by the Customer to the Company shall be paid within 30 (thirty) days of date of the Company's statement demanding payment.
- 5.2 Amounts payable to the Company in terms of this Agreement shall be paid without deduction or set-off, by way of electronic transfer to the bank account of the Company, unless agreed otherwise in writing, held at Nedbank, Branch: Wellington; Branch Code: 147005; Account number: 1470045818.
- 5.3 If any amount owing by the Customer is unpaid on due date then all other amounts owing by the Customer to the Company whether due and payable or not, shall become due and payable forthwith.
- 5.4 A certificate by any director of the Company, whose appointment or authority need not be proved, shall be due and sufficient proof of the amount of the Customer’s indebtedness to the Company for the purposes of obtaining summary judgment or provisional sentence.
- 5.5 The Customer shall not be entitled to withhold payment of any amount due in terms hereof by virtue of any claim the Customer may have for compensation for loss or damage to Goods, animals or other property, or for any reason whatsoever.

**6. COMPANY’S LIEN OVER GOODS**

- 6.1 The Company shall have a lien over all Goods and documentation for monies due to the Company in respect of services rendered by the Company relating to the carriage of the Goods.
- 6.2 In the event of the Customer failing to pay all or any monies due by it to the Company within the Company’s terms of payment, the Company shall have the right without notices to the Customer:
  - 6.2.1 to open and examine any part of such Goods; and
  - 6.2.2 at its option, to sell, either by public auction or private treaty, and in its sole discretion, the whole or any part of the Goods; and

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6.2.3 to apply the proceeds of any such sale, after deducting all expenses attendant thereupon, in payment of or towards any sum due by the Customer to the Company; and The exercise by the Company of any of the rights accorded to it by this clause shall be without prejudice to any other rights it may have under this Agreement or at common law in respect of the non-payment by the Customer of the Company’s remuneration.

**7. TIME OF DELIVERY**

The Company shall not be liable for any delay or detention of the Goods and/or for any loss, damage or deterioration therein, unless the Company is given at least 24 (twenty four) hours written notice prior to the loading of the Goods, that the date and time for delivery of the goods is of the essence of the contract.

**8. LIMITATION OF LIABILITY RESULTING FROM INCORRECT ADDRESS OF CONSIGNEE OR FAILURE OF CONSIGNEE TO TAKE DELIVERY AND HANDLING OF GOODS.**

8.1 The Customer shall properly and accurately furnish to the Company the name and addresses of the Consignor and the Consignee and all documents as such of necessity to accompany the Goods or such documents as the Company may require and the Company shall not be responsible nor incur any liability for any loss or incorrect delivery of the Goods due to the name and address of the Consignor or the Consignee being improperly stated and in the absence of wilful default of the Company shall not be liable for any loss in the event of delivery being effected to some person other than the Consignee in the event of the Consignee, or his agent not being present to receive and accept delivery of the Goods.

8.2 In the event of the Consignee refusing to accept delivery of the Goods in whole or in part, or in the event of the Company being unable to effect delivery by reason of the address of the Consignee being improperly or inaccurately stated; and being compelled to return the Goods to the Consignor, then the Customer shall be liable for all costs incurred in the return of such Goods whether on the same basis as originally agreed upon or any other basis whatsoever;

8.3 Or being compelled to dispose of such Goods by reason of their perishable nature or for whatsoever other reason, the Company shall not be liable for any damage to or loss of such Goods or any loss or damage arising out of the disposal thereof and the Customer shall be liable to the Company for all costs incurred in connection with the disposal of such Goods.

**9. GENERAL INDEMNITY**

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The Customer indemnifies the Company against all claims made by third parties against the Company and against all liability incurred by the Company to any third party in respect of any loss or damage to the Goods from whatsoever cause, and includes without limiting the generality of the foregoing, all direct, indirect and/or consequential damages suffered by such third parties.

**10. CUSTOMER TO ESTABLISH QUANTITY AND CONDITION OF GOODS**

10.1 The Customer acknowledge that there is no onus on the Company to establish the quantity or condition of the Goods at any time whatsoever and agree that the onus is on the Customer to ensure that the Consignor and Consignee establish the quantity and condition of the Goods at the time of loading and delivery of the Goods by the Company, unless otherwise agreed in writing.

10.2 The Company has the right to weigh the load after it has been loaded to ascertain the mass of the load. In the event of the mass be more than indicated by the Customer or Consignor, the Company will be entitled to increase it's remuneration in respect of the said load to make provision for the mass so added.

**11. ADEQUACY OF MEANS OF ACCESS AND LOADING FACILITIES**

11.1 The Customer undertakes to ensure access for the Company to the loading and off-loading sites prior to the loading of the Goods and the arrival of the Goods.

11.2 In the event of the conditions referred to in 11.1 not being fulfilled, the Company shall be free to either resile from this Agreement, in which event the Company shall not be liable for any loss or damage suffered by the Customer in consequence thereof, or to abide by this Agreement. Where the Company elects to abide by this Agreement the Company shall have the right to use such additional tackle, plant, power equipment or labour as the Company may in its sole and absolute discretion deem fit, in which event the Customer shall be liable for all reasonable expenses incurred by the Company in regard to such use, including the hiring thereof, and any such expenses shall be presumed to be reasonable.

11.3 The Company shall not be liable to the Customer in respect of any damage to the Goods arising out of the use of any such additional tackle, plant, power equipment or labour and the Customer indemnifies the Company against any loss or damage arising out of any injury of the employees or property of the Company or any third person by reason of any defect in such tackle, plant, power equipment or the negligence of such labour.

11.4 The Company shall not be liable for any damage to Goods when it is compelled to unload.

**12. OBLIGATIONS OF CUSTOMER**

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- 12.1 The Customer undertakes to ensure that all applicable legislation and regulations of all countries and jurisdictions relating to the possession, transfer and transportation of the Goods, have been complied with, which shall include, without limiting the generality of the afore going, the payment of all taxes (including customs and excise and value added tax) and obtaining all required permits.
- 12.2 The Customer hereby indemnifies the Company against all and any damages, losses, charges, liabilities, costs (including legal costs) or proceedings of any cause whatsoever which the Company may suffer or incur as a result, whether directly or indirectly, of the Customer’s failure to comply with it’s obligations in terms of clause 12.1.
- 12.3 The Customer specifically undertakes to pay a standing fee as stipulated by the Road Freight Association Cost Schedule 18 (on date of incident) cost per day and cost per hour, or any part thereof, in the event that a transport vehicle of the Company is delayed or attached due to the Customer's failure to comply with it's obligations in terms of this clause.

**13. JURISDICTION**

- 13.1 This agreement shall in all respects be governed by and interpreted in accordance with the laws of the Republic of South Africa. The parties consent to the jurisdiction of South African courts in respect of any dispute or action that may arise from this agreement.
- 13.2 The parties hereby further irrevocably and unconditionally consent to the non-exclusive jurisdiction of the High Court of South Africa, Western Cape Division, Cape Town (or any successor to that division) in regard to all matters arising from this agreement.
- 13.3 All instructions for the rendering of services in terms hereof (including payments received in respect thereof) shall be held and deemed to have been transacted in Wellington, Western Cape Province, Republic South Africa, or such other location in the Republic of South Africa as may be determined by Anderson Transport from time to time

**14. ATTORNEY AND OWN CLIENT COSTS AND COLLECTION COMMISSION**

In the event of the Company instructing its attorney to recover monies from the Customer, the Customer shall be liable for and shall pay all legal costs incurred by the Company on an attorney and own client scale, inclusive of collection commission.

**15. DOMICILIUM**

The parties elect as their respective *domicilium citandi et executandi* the addresses as set out in the Quotation.

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16. **NOTICES**

- 16.1 Notices in terms of this Agreement shall be in writing and send by pre-paid registered post, facsimile or be delivered by hand to the respective addresses of the parties as stipulated in the Quotation.
- 16.2 Any notice addressed by any party to any other party shall –
  - 16.2.1 if delivered by hand at the address of his *domicilium* in terms of this clause, be deemed to have been duly received by the addressee on the date of delivery; or
  - 16.2.2 if posted by pre-paid registered post to the addressee’s *domicilium* in terms of this clause, be deemed to have been received by the addressee on the 7th (seventh) day following the date of such posting.

17. **FORCE MAJEURE**

Performance of the obligations of the Company in terms this Agreement shall be excused for as long, as and to the extent that, it is unable to do so because of any cause beyond its control, which shall include, without limitation, an act of God, State of war (whether declared or not) sabotage, fire, explosion, drought, flood, road conditions, epidemic, civil commotion, riot, strike, lock-out, government interference or control.

18. **GENERAL**

- 18.1 The parties hereby acknowledge that the Agreement concluded between them constitutes the entire agreement between them and that no other conditions, stipulations, warranties nor representations whatsoever, have been made by any party or that party’s agent, other than as specifically included herein.
- 18.2 No latitude, extension of time or other indulgence which may be given or allowed by either party to the other in respect of any payment provided for in this Agreement or the performance of any other obligation shall under any circumstances be construed to be an implied consent by such party or operate as a wavier or a novation of or otherwise affect any of that party’s rights in terms of or arising from this Agreement, or prevent such party from importing, at any time and without notice, strict and punctual compliance with each and every provision or term hereof.
- 18.3 The parties agree that no variation of, addition to, consensual cancellation or novation of this Agreement in its entirety or of any term or condition thereof shall be of any force or effect, unless such amendment or cancellation is reduced to writing and signed by all the parties or their authorized representatives hereto.

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19. **LOADING METHOD**

- 19.1 Loading method  $\pm 2\ 000$ kg/Running metre.
- 19.2 Please note and ensure that the maximum gross permissible mass must not exceed = 56 000 kg per vehicle.
- 19.3 Maximum height 4.3 metres from the ground.

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