

STANDARD TRADING CONDITIONS GOVERNING AFRLOG GROUPAGE SERVICES

- The following are the Standard Trading Conditions of Afrlog Groupage Services hereafter referred to as The Company.
- "Merchant" and "Customer" means and includes the Shipper, the Consignee, the Holder of this Bill of Lading, the Receiver, the Owner of the goods and the agents of all the aforesaid person(s) at whose request or on whose behalf of the Company undertakes any business, advice, information or service.
- "Goods" wherever used in these conditions shall mean any goods coming under the control of the Company on behalf of any "Customer" or "Merchant" and shall include any container, transportable tank, flat pallet, package or other item not supplied by or on behalf of the Company.
- All and any business undertaken, including any advice, information or service provided whether gratuitously or not by the Company is and shall be subject to the conditions, hereinafter set out and each condition shall be deemed to be incorporated in and to be a condition of any agreement between the Company and its customer.
- No Agent or Employee or Officer of the Company has the authority to alter these conditions either by an oral or written undertaking or promise given before or after receipt of these conditions, nor shall any act or omission of the Company be construed as a variation or waiver of any of these conditions.
- The Company is not a common carrier or public carrier and deals with goods subject to these conditions.
- If any legislation is compulsorily applicable to any business undertaken these conditions shall, as regards such business, be read as subject to such legislation and nothing in these conditions shall be construed as a surrender by the Company of any of its rights or amenities or as an increase of any of its responsibilities or liabilities under such legislation and if any part of these conditions be repugnant to any extent such part shall, as regards such business, be void to that extent but no further.
- Customers entering into transactions of any kind with the Company expressly warrant that they are either the or the authorised agents of the owners of any goods to which the transaction relates and further warrant that they are authorised to accept and are accepting these conditions not only for themselves but also as agents for and on behalf of all other persons who are or may thereafter become interested in the goods.
- Without prejudice to Clause 8 above, the Company shall have the right to enforce any liability of the Customer under these conditions or to recover any sums to be paid by the Customer under these conditions, not only against or from the Customer but also if it thinks fit against or from the consignor and/or consignor and/or the owner of the goods.
- Except under special arrangements previously made in writing the Company will not accept any goods including radioactive material, which are or may become dangerous, inflammable or noxious, of which by their nature are or may become liable to cause injury or damage to any person, goods or property whatsoever, and no such goods shall be tendered to the Company without its express consent in writing. The goods or the container, package or other covering in which the goods are to be tendered to the Company or its agents shall be prominently marked on the outside so as to indicate the nature and character of the goods, and so as to comply with any applicable laws, regulations or requirements of any authority or carrier.
 - Should any Customer nevertheless tender for delivery or in fact deliver any such goods to the Company, without such previous special arrangements having been made in writing and without being marked as aforesaid, the same may at any time be destroyed, disposed of, abandoned or rendered harmless at the sole discretion of the Company and at the entire risk and expense of the Customer, without compensation to him, or to any other party and without prejudice to the Company's right to its charges or fees including the cost of destruction or disposal.
 - If such goods are accepted under arrangements previously made in writing, the Company may nevertheless, for good reason, such as risk to other goods, property, life or health, destroy or otherwise deal with the goods at the entire risk and expense of the Customer, without compensation to him or any other party, and without prejudice to the Company's right to its charge or fees including the cost of destruction or disposal.
 - Whether or not the Customer was aware of the nature of the goods or not the goods were accepted by the Company under the arrangements previously made in writing, the Customer shall be liable for all loss or damage caused by or to or in connection with the goods however arising and shall indemnify the Company against all penalties, claims, damages, costs and expenses in connection therewith.
 - The expression 'goods liable to cause damage' shall include goods likely to harbour or encourage vermin or other pests.
 - The Customer shall be responsible for compliance with all regulations relating to such goods as aforesaid in force in any country or its territorial waters.
- The Company shall not accept liability for the handling of any bullion, coins, precious stones, jewellery, valuable antiques, pictures, bank notes, securities and other valuable documents or articles, livestock, or plants, unless special arrangements have previously been made in writing. Should the Customer nevertheless deliver any such goods to the Company or cause the Company to handle or deal with any such goods otherwise than under special arrangements previously made in writing, the Company whether or not it is aware of the nature of the goods, shall bear no liability whatsoever, for or in connection with any loss or damage to the goods however caused.
- The Customer shall be deemed to be bound by and to warrant the accuracy of all descriptions, values and other particulars furnished to the Company for Customs, Consular and other purposes, and the Customer undertakes to indemnify the Company against all claims, losses, penalties, damages, expenses and fines whatsoever arising from any inaccuracy or omission, even if such inaccuracy or omission is not due to any negligence.
- Except where the Company is instructed in writing to pack the goods, the Customer warrants that all goods have been properly and sufficiently packed or prepared.
- Any instructions or business accepted by the Company may in the absolute discretion of the Company be fulfilled by the Company itself, by its own servants performing part or all of the relevant services, or by the Company employing or instructing or entrusting the goods to third parties on such conditions as may be stipulated by or negotiated with such third parties for the purposes of such services, or such part thereof as they may be employed to carry out.
 - Where the Company employs third parties to perform all or any such functions required of the Company, the Company shall have no responsibility or liability to its Customer for any act or omission of such third party, even though the Company may be responsible for the payment of such third party's charges, but the Company shall, in suitable indemnified against all costs including attorney and client costs to take such action against the third party on its Customer's behalf as its Customer may direct.
 - All goods are dealt with by the Company subject to the conditions whether or not consistent with these conditions, stipulated by the carriers, warehousemen, Government Departments, and all other parties (whether acting as agents or subcontractors to the Company or not) into whose possession or custody the goods may pass or subject to whose authority they may at any time be.
- Wherever it is necessary, for the purpose of these conditions or any other purpose whatever, for instructions to be given to the Company, such instructions shall be recognised by the Company as valid only if the Company can reasonably give effect thereto and if they are timely given specially in relation to the matter in question. Standing on general instructions or instructions given late even if received by the Company without comment, shall not be binding upon the Company.
 - If at any stage in any transaction the Company should consider that there is a good reason, making it advisable in the Customer's interest to depart from any of the Customer's instructions, the Company shall be permitted to do so, and shall not thereby incur any liability in respect of such departure.
 - In the absence of special instructions previously made in writing and accepted by the Company, it shall be in the entire discretion of the Company, to decide at what time to perform any or all of the various acts which may be necessary for the completion of its services in relation to any particular matter. The Company shall have no liability or responsibility by virtue of the fact that a saving might have been effected in some other way had any act be performed at a different time.
- In the absence of written instructions previously made in writing and accepted the Company, the Company reserves to itself the absolute discretion as to the means, route and procedure to be followed in performing all or any of the acts or services required.
- It shall not be obligatory upon the Company to effect insurance except upon detailed instructions given in writing by the Customer and all insurance effected by the Company pursuant to such instructions will be subject to such exceptions and conditions as may be imposed by the Insurance Company or the underwriters taking the risk and the Company shall not be obliged to obtain separate cover of any risks so excluded. The Company shall not be under obligation to effect a separate insurance on each consignment but may declare it on any open or general policy. Should the Insurers dispute their liability for any reason, the Customer shall have recourse against the Insurers only and the Company shall not be under any responsibility whatsoever in relation thereto notwithstanding that the premium upon the policy may not be at the same rate as that charged by the Company or paid to the Company by its Customer.
- The Company, shall not be obliged to make any declarations for the purpose of any statute or convention or contract as to the nature of any goods or as to any special interest in delivery or otherwise unless expressly instructed by the Customer in writing. In particular, in the Republic of South Africa, the Company shall be under no obligation, unless previous written instruction to that effect are given to the Company and are accepted by it, to make any declaration or to seek any special protection or cover from the South African Railways & Harbours, or from any other carrier, in respect to any goods which are, or fall within the definition by that body of (i) dangerous or very dangerous goods or (ii) to be stored in the open.
- In all cases where there is a choice of tariff rates or premium offered by carriers, warehousemen, underwriters, or others, depending upon the value declared or the extent of the liability assumed by the carrier, warehousemen, underwriter or other person, it shall be in the entire discretion of the Company as to what declaration, if an, shall be made, and what liability, if any, shall be imposed on the carrier, warehousemen, underwriter, or other persons, unless express instructions in writing are timely given by the Customer.
- Pending Forwarding and delivery, goods may be warehoused and otherwise held at any place at the sole discretion of the Company at the Customer's risk and expense.
- The Company shall have no obligation to take any action in respect of goods which may be recognisable as belonging to its Customer unless it has received suitable instructions relating to such goods together with necessary documents. In particular the Company shall not be obliged to notify the Customer of the existence or whereabouts of the goods or to examine them or to take any other steps for their identification, protection, or for preservation of any claim by its Customer or any other party against the carrier, insurer or any third party.
- Where it is necessary for an examination to be held or other action to be taken by the Company in respect of any discrepancy in the goods which are landed from any vessel, aircraft, vehicle or container no responsibility shall attach to the Company for failure to hold such examination or to take any other action unless the company has been timely advised by the handling agent, in writing, that such goods have been landed in a discrepant condition and the Company has agreed to such an examination.
- Perishable goods in the care, custody control of the Company which have begun or are likely to deteriorate or which are insufficiently addressed or marked or otherwise not readily identifiable, may be sold or otherwise disposed of without any notice to the Customer and payment or tender of the net proceeds of any sale after deduction of charges and expenses shall be equivalent to delivery. All charges and expenses arising in connection with the sale or disposal of the goods shall be for the account of the Customer and may be deducted.
- The Company shall be entitled to sell or dispose of all non-perishable goods which, in the opinion of the Company, cannot be delivered in circumstances:
 - where a customer cannot be identified.
 - where the goods cannot be delivered because they are insufficiently addressed.
 - where the goods have been collected or accepted by the Customer or any person or:for any other reasons.

But where the Company has an address for the Customer then such sale or disposal shall be effected only after the expiration of twenty-one (21) days from the posting to the address of written notice so to do. All charges and expenses arising in connection with the storage and sale or disposal of the goods shall be for the account of the Customer. A communication from any agent or correspondent of the Company or from any third party referred to in Clause 14 to the effect that the goods cannot be delivered for any reason shall be conclusive evidence of the fact.
- Quotations where given shall be on the basis of immediate acceptance and shall be subject to withdrawal or revisions by the Company. Further unless otherwise agreed in writing the Company shall, notwithstanding acceptance, be at liberty to revise quotations or charges with or without notice. In the event of changes occurring in currency exchange rates, rates of freight, surcharges, insurance premium, equipment rental rates, labour rates or any other charges applicable to the handling of the goods.
- The Company is entitled to benefit of any discount obtained and to retain and be paid all brokerage commissions allowances or other remunerations of whatsoever nature and kind, and shall not be obliged to disclose or account to the Customer for any such remuneration received by it.
- When goods are accepted or dealt with upon instructions to collect freight, duties, charges or the other expenses from the consignee or any other person, the Customer shall remain responsible for the same if they are not paid by such consignee or other person immediately when due.
 - Instructions to collect payment on delivery (C.O.D) in cash or otherwise, shall, "accepted by the Company, be subject to the condition that the Company in the matter of such collection will be liable for the exercise of reasonable diligence and care only.
- The Customer will be liable for any duties, taxes imposts, levies, deposits or outlays of whatsoever nature levied by the authorities at any port or place for or in connection with the goods, and for any payments, fines, expenses, loss or damage whatsoever incurred or sustained by the Company in connection therewith.
- Unless otherwise specifically agreed by the Company in writing, all sums shall be paid to the Company cash immediately on presentation of account without deduction and payment shall not be withheld or deferred on account of any claim, counterclaim or set off.
- Notwithstanding any prior dealings between the Company and its customer, all documents and other matter including cash, cheques, bank draft and other remittances, sent to the Company through the post shall be deemed not to have been received by the Company unless and until they are actually delivered to the Company by the Postal authorities.
- The Company shall, under no circumstances, be precluded from raising debit and obtaining payment in respect of any fee or disbursements lawfully due to it, notwithstanding the fact that a previous debit or debits, whether excluding or including the items now sought to be charged, had been raised and whether or not any notice was given that further debits are to follow.
- 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 moneys due in respect of such goods or for other moneys due to the Company from the Customer. If any moneys due to the Company are not paid with Fourteen (14) days after notice has been given by the person from whom the monies are due to the Company or documents are being detained, they may be sold by auction or otherwise or in some other way disposed of for value at the sole discretion of the Company and all the expenses of such person and the net proceeds applied in or towards satisfaction of such indebtedness.
- The Company shall only be responsible for the goods whilst they are in the actual custody and unless its actual control and the Company shall not be liable for loss or damage to goods or failure to deliver the goods unless its provided that such loss or damage or failure to deliver the goods occurred whilst the goods were in the actual custody of the Company and under its actual control and that such loss or damage or failure to deliver the goods was due to the wilful neglect or default of the Company or its own servants.
 - The Company shall only be liable for any non-compliance or mis-compliance with the instructions given to it if it is proved that the same was caused by the wilful neglect or default of the Company or its own servants.
- Save as aforesaid the Company shall be under no liability in connection with the goods or instructions given to it.
 - Further and without prejudice to the generality of the preceding sub-condition, the Company shall not in any event be under any liability for any delay or consequential loss or loss of market, or in any way connected with the marks, weights, numbers, brands, contents, quality or description of any whatsoever caused.
- Notwithstanding anything hereinbefore contained the Company shall be discharged from all liability:
 - for loss or non-delivery of any separate package forming part of a consignment or for loss from a package or an unpacked consignment or for damage or mis-delivery delivery, however caused, unless notice be received in writing with five (5) days after the end of the transit where the transit ends in the Republic of South Africa, or within fourteen (14) days after the end of the transit where the transit ends at any place outside the Republic of South Africa.
 - for loss or non-delivery of the whole of a consignment however caused unless notice be received in writing with twenty-eight (28) days of the date when the goods should have been delivered.
- In no case whatsoever shall any liability of the Company, however arising, exceed the value of the goods or the value declared by the Customer for insurance, customs or carriage purpose, or the following respective amounts whichever is the least.

Inward and outward consignments received or to be forwarded by sea freight or other surface carriage excluding parcel post R100,00 On Hundred Rand per ton of one thousand kilograms (1000kg)

If it is desired that the liability of the Company should not be governed by these units, written notice thereof must be given to the Company before any goods or documents are entrusted to the Company, together with a statement of the value of the goods. Upon receipt of such notice the Company may agree in writing to its liability being increased to a maximum amount equivalent to the amount stated in the notice, in which case it should be entitled to effect special insurance to cover its maximum liability and the party giving the notice shall be deemed by so doing to have agreed and undertaken to pay to the Company the amount of the premium payable by the Company such insurance.
- Where as a result of any action of omission by the Company duty, railage, wharfage, freight, cartage or any other impost or charge has been paid or levied, which should not have been paid or levied, or has been paid or levied in an incorrect amount, then any responsibility or liability to the Customer which their Company might otherwise bear will cease and fall away if the Customer does not:
 - within a reasonable time having regard to all the circumstances, and in particular to the time allowed for the recovery from the payee of the amount overpaid, advise the Company that an incorrect amount has been paid or levied, and
 - do all such acts as are necessary to enable the Company to effect recovery of the amount overpaid having regard to the conditions required for such recovery.Providing that the Customer is aware of the actual amount paid or levied, the fact that he may not be aware that such an amount is incorrect shall not constitute a circumstance to be taken into account in calculating what is a reasonable time, nor shall such ignorance excuse any act or omission which may prejudice the Company's right of recovery.
- The Company shall not be liable under any circumstances for any loss, damage or expense arising from or in any way connected marks, weights, measuring, numbers, brands, contents, quality or description of any goods.
- In addition to and without prejudice to the foregoing conditions the Customer undertakes that he shall in any event indemnify the Company against all liabilities whatsoever suffered or incurred by the Company arising directly or indirectly from or in connection with the Customer's instructions or their implementation in relation to the goods and in particular the Customer shall indemnify the Company in respect of any liability whatsoever it may be under to:
 - any servant, agent, or sub contractor or any hauler, carrier, warehouseman, or other person whatsoever at any time involved with the goods arising out of any claim made directly or indirectly against any such party by the Customer or by any person interested in the goods or by any other person whatsoever, or
 - any owner or consignee of the goods who is not the Customer of the company performs the service of a deconsolidation agent, or any other service, or
 - any carrier of the goods if the Company is the consignor or consignee of the goods
- The Customer shall indemnify the Company in respect of any claims of a General Average or salvage nature which may be made on him and shall provide such security as may be required by the Company in this connection.
- No act, omission, course of delaying, forbearance, delay or indulgence by the Company enforcing any of these conditions or any of its right in terms thereof or any granting of time of the company shall prejudice or affect the rights and remedies of the Company under these conditions and no such matter shall be treated as any evidence of waiver of the Company's right hereunder nor shall any waiver of a breach by the customer of any one or more of these conditions operate as a waiver of any subsequent breach thereof. The Company shall at all times and without notice be entitled to insist on strict application of these conditions and on their strict enforcement on its customers.
- These conditions and all agreements made by the Company with its Customers wherever made shall be governed and constituted according to the laws of the Republic of South Africa and shall be subject to the exclusive jurisdiction of the Courts of the Republic of South Africa.