

STANDARD TRADING CONDITIONS OF LRSAZA PTY LTD TRADING AS LOAD RUNNERS SA

1. Definitions:

- 1.1 "The Company" means LRSAZA Pty Ltd trading as Load Runners SA.
- 1.2 "The Client" means the company or individual requesting the service.
- 1.3 "Customer" means the entity (Business, person) at the address where the load is collected
- 1.4 "Receiver" means the entity (Business, person) at the address where the load is delivered "Goods" means articles of whatever nature which the Company has accepted for carriage from one address to another.
- 1.5 "Delivered" A load is only considered delivered once it is offloaded and the receiver has signed the delivery documents as proof of receipt
- 1.6 "Original Docs" Documents required by Load Runners client as proof of delivery and acceptance by the receiver, as indicated on load runners Waybill
- 1.7 "Packaging" refers to the containers in which the product is contained (Bottle, Tin etc.
- 1.8 "Packing" refers to the boxes, bags, pallets, etc used to protect and transport the goods
- 1.9 "Business Day" means any day other than Saturday, Sunday or official public holiday in South Africa
- 1.10 "In Writing" means letter memo posted or delivered. Email SMS and WhatsApp
- 1.11 "Shipment" means those Goods carried by the Company in respect of a specific Instruction.
- 1.12 "Supplier" means the transport company or truck owner with whom the company has contracted to transport the load.
- 1.13 "Waybill" means the LRSAZA official instruction received from client or any other dispatch note which by agreement between the parties contain the client's instructions.

2. Insurance

- 2.1 All Goods are carried at the risk of the Client and receiver of the Goods and the Client indemnifies and holds the Company harmless in respect of any and all direct or indirect loss or damages (including loss of profits and consequential loss) of whatsoever nature arising, including but not limited to, any negligent act or omission from the Carriage of the Goods by the Company or any of its representatives or associates or employees.
- 2.2 Should it however be found despite clause 7 above that the Company is liable for loss or damages as contemplated in clause 7 above, such liability shall be limited to a maximum of R10,000.00 (ten thousand rand per shipment) carried or 10% of its value, whichever is the smallest, and only if the client agreed to our insurance administration fee per waybill.
- 2.3 It is the client's responsibility to insure the goods in transit. The company will not procure insurance on the client's behalf as we are not registered financial service provider. The company can provide contact details of insurance companies.

3. Limitation of liability

- 3.1 Subject to any mandatory provisions of applicable laws and/or conventions, and unless otherwise agreed between the parties, the Company's liability of whatever nature and howsoever arising, shall not exceed the freight or other expenses charged by the Company in respect of the Goods concerned
- 3.2 Without prejudice to the foregoing, and in any event, the Company's liability shall not exceed 10000.00 for any one transaction (or one Transport).

4. Prohibited goods

4.1 The Company will not provide any services in respect of Goods which are, in the sole opinion of the Company, prohibited Goods. The Company reserves the right to inspect all Goods before shipment. By completing the Company Waybill, the Client confirms that the Goods are not prohibited. However, the Company reserves the right to subject the Goods to security screening.

4.2 The Customer warrants that the description and particulars of any Goods or information provided to the Company are full and accurate.

5. Payment conditions:

5.1 All company payments to be paid electronically to the bank account supplied when the service is confirmed

5.2 COD invoices to be paid before the commencement of the service unless otherwise agreed in writing by the company management

5.3 Account payments to be done as per arrangement. The company reserves the right to charge interest on overdue accounts from the day the service was rendered. In the event of failure to pay any invoice on its due date and without no need for any notice of default, the amount owed will yield interest as from the due date at the bank rate plus 2% per annum.

5.4 The Customer shall pay to the Company by bank transfer within 30 days after company has picked up Goods from shipper, or as otherwise agreed, all sums when due, immediately and without reduction or deferment on account of any claim, counter claim or set-off.

5.5 Despite the acceptance by the Company of instructions from the Customer to collect freight, duties, charges, dues, or other expenses from the Consignee, or any other party, the Customer shall remain fully responsible for such freight, duties, charges, dues, or other expenses unless and until they are fully paid.

5.6 The Company shall have the right at any time to demand an advance payment or sufficient security or guarantee from the Customer for the performances of its obligations. If the Customer does not immediately follow up on this request, the Company shall have the right to terminate or to suspend the relevant service.

6. Lien

6.1 The Company has a general lien on all Goods and documents relating to Goods in its possession, custody or control for any sums due at any time to the Company from the Customer and/or Owner on any account whatsoever, whether relating to the Goods belonging to, or services provided by or on behalf of the Company to the Customer or Owner. Storage charges shall continue to accrue on any Goods detained under lien.

6.2 The Company's various claims against the debtors, even if they concern a variety of shipments or Goods that are no longer in their possession, constitute a single and indivisible claim, during the course of which the Company may exercise lien on all or any of the Goods.

6.3 The Company is entitled, on a 21 days written notice sent to the Customer or its agent, to sell or dispose of or deal with such Goods or documents as agent for, and at the expense of, the Customer and apply the proceeds in or towards the payment of such sums.

6.4 When the Goods are liable to perish or deteriorate, the Company's right to sell or dispose of or deal with the Goods shall arise immediately upon any sum becoming due to the Company, subject only to the Company taking reasonable steps to bring to the Customer's attention its intention to sell or dispose of the Goods before doing so.

6.5 The Company shall be entitled to immediately sell or dispose of or deal with the Goods at the Customer's risk and expenses if the Goods have, for whatever reasons, not been taken delivery of for a period of 60 days from the date of arrival.

7. Tax

7.1 All amounts quoted and invoiced are exclusive of VAT.

7.2 The customer will remain liable for all taxes applicable to the services rendered

8. Documentation

8.1 The Company shall not be obliged to check whether any documents or information provided by the Customer is correct or sufficient. The Customer shall be liable to the Company for any loss or damage resulting from the absence or insufficiency of, or any irregularity in, such documents or information, save in the case of fault by the Company.

8.2 If, at the request of the Customer, the Company makes entries on the Waybill, he shall be deemed to have done so on behalf of the Customer.

9. Packaging and stowage

9.1 The Customer warrants that any Transport Unit or other equipment supplied by the Customer in relation to the performance of the Transport is fit for purpose.

9.2 The Customer warrants that the Goods have been properly, accurately, and sufficiently prepared, packed, stowed, labelled and/or marked, and that the preparation, packing, stowage, labelling and marking are appropriate to any operations (no matter land, air, rail, sea, or inland waters transportation) or transactions affecting the Goods and the characteristics of the Goods.

9.2.1 (c) The Customer warrants that in case the Company has received the Goods from the Customer already stowed in or on a Transport Unit, the Transport Unit is in good condition, and is suitable for the Transport.

10. Loading and unloading

10.1 Unless otherwise noted in writing, the Company is not responsible and takes no risk of or liability for the loading, dunnage, stowage or unloading of the Goods.

10.2 If the Shipper or Consignee has asked the driver or other agent or servants of the Company to carry out loading or unloading activities, then the requested party shall carry out these activities exclusively under the supervision and responsibility of the Shipper or Consignee. The Company shall assume no liability whatsoever for loss of or damage to the Goods caused in the course of the loading or unloading.

10.3 The route to be taken by the vehicles at the factories, warehouses, yards and other places shall be indicated by the managers of these premises. The Company is not responsible for the route to be followed.

10.4 The Company can object if they feel that the local conditions may endanger their staff, vehicles or the Goods.

10.5 The arrival times at the loading/unloading locations as may be indicated by the Company are only for information purposes. Penalties or damages for late loading or unloading shall not be payable or paid howsoever unless there is prior written agreement at the booking.

10.6 Each truck carries a specific payload depending on the size of the vehicle. Drivers can advise on the distribution of the load on each axle. The company does not take responsibility for fines incurred on incorrect weights loaded onto the vehicle as the vehicle does not carry an in-transit scale. Should the vehicle be fined at any weighbridge on route to its destination for overloading, the client will be responsible for the overloading fine.

- 10.7 Should a truck be booked and not loaded on the day as ordered by the client, a cancellation fee will be charged for the fuel and driver expenses for the day. Should the vehicle not load the cargo the following day, we reserve our right to charge the amount quoted for the transport unless the truck can be routed to another loading point to load a similar load at the same quoted charge.
- 10.8 Instructions are carried out as per written instruction or load confirmation as received by client ordering the transport of the specific load. If the required equipment has not been specified on the instruction and the vehicle cannot be loaded, the cancellation fee for turning the truck away will be charged.

11. Vehicle standstill

- 11.1 The Customer undertakes to complete loading and unloading within an agreed period of time, if no agreement has been made, the Customer shall have 2 hours of loading time, 2 hours of unloading time and 1 hour waiting time to couple the container/reefer/trailer to the tractor if the cargo consists of an entire container/reefer/trailer. For any time that exceeds the 2 hour loading time, 2 hour unloading time or the 1 hour waiting time for coupling the container/reefer/trailer to the tractor, the Customer shall be charged an immobilization fee.
- 11.2 Unless a different amount is agreed in writing with any specific Customer, the immobilization fee for a container, reefer or trailer owed to the Company shall be R5,000.00 for each hour for the time that exceeds the above-mentioned loading time, unloading time and/or waiting time for coupling

12. Delivery

- 12.1 The Company shall deliver the Goods to the consignee at the place designated for delivery against receipt and payment of all the amounts due.
- 12.2 Should the Shipper or Consignee fail to take delivery at the appointed time or place when and where the Company is entitled to deliver, the Company shall be entitled to store the Goods, or any part thereof, at the sole risk of the Shipper or Consignee, whereupon the Company's liability in respect of the Goods, or that part thereof, shall wholly cease. The Company's liability, if any, in relation to such storage, shall be governed by these General Terms and Conditions. All costs incurred by the Company as a result of the failure to take delivery shall be deemed as freight earned and such costs shall, upon demand, be paid by the Customer.

13. Special or dangerous goods

- 13.1 Without prior agreement in writing by the Company, the Company will not accept or deal with Goods that require special handling regarding carriage, handling, or security whether owing to their thief attractive nature or otherwise including, but not limited to bullion, coin, precious stones, jewellery, valuables, antiques, pictures, human remains, livestock, pets, or plants. Should any Customer nevertheless deliver any such goods to the Company or cause the Company to handle or deal with any such goods, otherwise than under prior agreement, the Company shall have no liability whatsoever for or in connection with the Goods, howsoever arising.
- 13.2 Except pursuant to instructions previously received in writing and accepted in writing by the Company, the Company will not accept or deal with Goods of a dangerous or hazardous nature, nor with Goods likely to harbour or encourage vermin or other pests, nor with Goods liable to taint or affect other Goods. If such Goods are accepted pursuant to a special arrangement, but, thereafter, and in the opinion of the Company, constitute a risk to other goods, property, life or health, the Company shall, where reasonably practicable, contact the Customer in order to

- require him to remove, destroy or otherwise deal with the goods, but has liberty, in any event, to do so at the expense and risk of the Customer.
- 13.3 With regard to dangerous Goods accepted for carriage by the Company, the Customer has the obligation to inform Company in good time of the nature of the Goods, the precautions to take and as to which procedures and/or rules must be followed in accordance with the applicable laws and regulations.
- 13.4 The Customer shall be liable for all loss or damage arising in connection with the carriage of dangerous Goods which are not declared or are incorrectly declared by the Customer, and shall indemnify the Company against all penalties, claims, damages, costs and expenses whatsoever arising in connection therewith, and the Goods may be dealt with in such manner as the Company, or any other person in whose custody they may be at any relevant time, shall think fit.

14. General conditions.

- 14.1 The Company will use its best endeavours to provide the Services at the time requested by the Client, such time indicated is an estimate only. The route and method by which the Company carries the Goods shall be at the Company's sole discretion and the Company cannot guarantee delivery at such specific time.
- 14.2 The Company will not be liable for any loss or damage, directly or indirectly, including loss of income, loss of profit or consequential damages howsoever arising which may be caused to the Client or any of its associates through the carriage of the Goods by the Company or its representatives, associates or employees.
- 14.3 The Company will not be liable to the Client if it is unable to fulfil any of its obligations towards the Client as a result of circumstances beyond the Company's control, such as, (but not limited to):
- 14.3.1 Acts of God including earthquakes, cyclones, storms, flooding, fire, disease, fog, snow or frost; and
- 14.3.2 Force majeure including (but not limited to) war, hostilities, invasion, act of foreign enemies, rebellion, terrorism, revolution, insurrection, military or usurped power and civil war, riot, strike, disruptions in air or ground transportation networks.
- 14.4 The Client shall not, for the duration of his contract and for a period of 12 (TWELVE) months after the completion or termination of his Contract, without the prior written consent of the Company, either directly or indirectly, on the Client's own behalf or in the service or on behalf of others, procure or attempt to procure the business of any of the Companies' Suppliers or Sub – Contractors. Should the Client be found to be in breach of this clause, the Client shall be liable to the Company for liquidated damages, calculated by the average profit per load generated by the Client in the (3) three months preceding the breach multiplied by the number of loads transported in such breach.
- 14.5 The company undertakes to provide original proof of delivery documentation, electronic copies by arrangement, by the clients required cut-off date where possible. Should these documents not be delivered by such requested time, the client who maintains a 30-day account may pay the invoice for the specific load in the following month. By no means will payment be held or dismissed for not delivering such documents to the client within the time specified whether the client is an account holder or a cash client.
- 14.6 Our waybill serves as our formal proof of delivery, where our waybill P.O.D. cannot be provided a signed trip sheet or sub-contractors pod will also be sufficient proof of delivery

15. Authorisation

15.1 The signatory to this waybill declares that they accept our standard terms and conditions and is authorised to sign on behalf of the company for the service.

15.2 Every booking in itself shall constitute proof of the unconditional acceptance by the Customer of these General Terms and Conditions.