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STANDARD TERMS AND CONDITIONS OF CARRIAGE

Between:

BANZI Trade 40 CC

t/a BANZI TRANSPORT

(Registration No: 2006/21710/23)

(Hereinafter referred to as "Banzi" and represented by Albrecht Herholdt in his capacity as director / member duly authorized to transact, negotiate and sign on behalf of the entity)

AND

(Hereinafter referred to as "The Carrier" and represented by _____ in his capacity as director / member duly authorized to transact, negotiate and sign on behalf of the entity)

1. DEFINITIONS AND INTERPRETATION

1.1. In this document, except where the context clearly indicates the contrary:

1.1.1. **"Business Day"** means any day other than a Saturday, Sunday or South

African Public Holiday;

- 1.1.2. **"Carrier"** means the transport service provider appointed by Banzi to provide the Services and includes the Carrier's personnel and any person or persons carrying any goods forming the subject matter of this contract under and in terms of a subcontract with the Carrier;
- 1.1.3. **"Cession"** means a cession of all the Carrier's right title and interest in and to any insurance claim in respect of Goods conveyed by the carrier on behalf of Banzi, a draft copy is annexed hereto marked Annexure "A".
- 1.1.4. **"Clients"** means clients for whom Banzi has agreed to provide the services;
- 1.1.5. **"CHEP P.O.D"** means all original documents evidencing the transfer of the CHEP account signed by a duly authorised representative of the recipient.
- 1.1.6. **"Collection Point"** means the address from which the Carrier must collect the Goods for delivery;
- 1.1.7. **"Delivery Charges"** means the total amount payable for the Services agreed by the parties telephonically and reflected in the applicable LOADCON issued by Banzi and in the Carrier's corresponding Tax Invoice;
- 1.1.8. **"Delivery Documents"** means the detailed signed and stamped collection and delivery load schedules and notes issued by the Clients and the Carrier for the Goods in respect of which the Carrier provides the Services;
- 1.1.9. **"Document Submission Date"** means the day the Carrier must provide Banzi with the Payment Documents for the Services provided on the Cut-Off date specified in the LOADCON. Every cut-off missed will lead to payment being delayed by one calendar month (30 days).
- 1.1.10. **"Drivers"** means the drivers of the Vehicles appointed by the Carrier to perform the Services;

- 1.1.11. **"Drop-off Point"** means the address specified in the Delivery Documents to which the Carrier must deliver the Goods.
- 1.1.12. **"Dunnage"** means lashing equipment, tarpaulins, chocks, pallets, pipes and/or other items used to secure the Goods in or on the Vehicle and protect the Goods during transport;
- 1.1.13. **"Goods"** means the goods in respect of which the Carrier provides the Services including goods forming the subject matter of this agreement, whether contained in one or more parcels or packages and whether consigned singly or in parcels or in bulk and specifically in the context of this agreement. These goods include anything onto, or into, whether such Goods are consolidated or packed for transport, containers, trailers, flats, tilts, transportable tanks, igloos, ISO-tainers and pallets;
- 1.1.14. **"LOADCON"** means a load confirmation order notice issued by Banzi to the Carrier confirming the Services which the parties have agreed the Carrier is to perform, including the date on which the Services are required, the value of the Insurance required and the applicable Delivery Charges; This document is to be sent to the relevant parties with the authority to act upon such a document and is attached hereto marked as Annexure 'C' and incorporated herein to be read with this main agreement even if used in its separate form.
- 1.1.15. **"GRV"** means an original Goods Received Voucher when goods are delivered to a distributor, signed by a duly authorized representative of the recipient;
- 1.1.16. **"NRTA"** means the National Road Traffic Act, 93 of 1996, as amended from time to time;
- 1.1.17. **"Banzi"** means BANZI Trade 40 CC t/a BANZI TRANSPORT (Registration No: 2006/21710/23) herein referred to as "Banzi";
- 1.1.18. **"Payment Date"** means a date within 30 (thirty) days from the date of Statement by Banzi of the Payment Documents.

- 1.1.19. **"Payment Documents"** means:
- 1.1.19.1. the Carrier's original Tax Invoice in respect of the Services provided containing an accurate description of the Services, the date on which they were provided, the applicable Delivery Charges and the Load con number to which the VAT invoice relates;
 - 1.1.19.2. original copies of properly completed and **signed** Delivery Documents reflecting an accurate description of the Goods delivered, the Collection Point and Drop-off Point, date or delivery and the relevant LOADCON number to which the Delivery Documents relate; and
 - 1.1.19.3. where applicable, properly completed documentation evidencing the transfer of possession and use of any CHEP pallets, including the obligation to pay the higher fee (for late hiring) in respect of such pallets, to the recipient of the Goods;
- 1.1.20. **"Personnel"** means officers, directors, employees, agents and subcontractors;
- 1.1.21. **"P.O.D."** means all original documents evidencing proof of delivery of the goods in terms of the LOADCON (including, without derogating from the generality of the afore going, a GRV when goods are delivered to a distributor) signed by a duly authorized representative of the recipient;
- 1.1.22. **"RTA"** means the Road Transportation Act, 29 of 1989;
- 1.1.23. **"Services"** means the conveyance of the Goods from the Collection Point to the Drop-off Point in a Vehicle in accordance with the LOADCON and these STC's, and includes associated services such as warehousing, loading and unloading of the Goods;
- 1.1.24. **"STC's"** means these Standard Terms and Conditions of Carriage;

1.1.25. **"Underwriter's Certificate"** means a certificate by the Carrier's insurer confirming that:

1.1.25.1. The Carrier has taken out the insurance cover to cover all the risks which the Carrier has undertaken in terms of these STCs;

1.1.25.2. All premiums in respect of the insurance cover contemplated in 1.1.25 have been paid and are up to date.

1.1.25.3. The Carrier's insurer has noted the Cession in its records;

1.1.25.4. The Carrier's insurer will make payment of any claim contemplated in these STCs directly to Banzi or its nominee;

1.1.26. **"Vehicle"** means the mode of transport used by the Carrier, upon or in which the Goods are transported.

1.2. Any substantive provision, conferring rights or imposing obligations on a Party and appearing in any of the definitions in this clause 2 or elsewhere in this agreement, shall be given effect to as if it were a substantive provision in the body of the agreement.

1.3. Words and expressions defined in any clause shall, unless the application of any such word or expression is specifically limited to that clause, bear the meaning assigned to such word or expression throughout this agreement.

1.4. Where figures are referred to in numerals and in words, and there is any conflict between the two, the words shall prevail, unless the context indicates a contrary intention.

1.5. A reference to any statutory enactment shall be construed as a reference to that enactment as at the date of this agreement and as amended or substituted from time to time.

1.6. Where this agreement requires a Party to use "reasonable endeavours" in relation to an act or omission, that Party shall do all such things as are or may be reasonably

necessary or desirable so as to achieve that act or to omit taking an action, unless the Parties agree that it is not reasonable to take the action or to omit taking an action.

- 1.7. The words "include" and "including" mean "include without limitation" and "including without limitation". The use of the words "include" and "including" followed by a specific example or examples shall not be construed as limiting the meaning of the general wording preceding it. The application of the *eiusdem generis* rule is therefore excluded.
- 1.8. Reference to "days" shall be construed as calendar days unless qualified by the word "business", in which instance a "business day" shall be any day other than a Saturday, Sunday or public holiday as gazette by the government of the Republic of South Africa from time to time. Any reference to "business hours" shall be construed as being the hours between **08h30** (eight hours and thirty minutes) and **17h00** (seventeen hours) on any business day. Any reference to time shall be based upon South African Standard Time.
- 1.9. Unless specifically otherwise provided, any number of days prescribed shall be determined by excluding the first and including the last day or, where the last day falls on a day that is not a business day, the next succeeding business day.
- 1.10. Any reference to a Party includes its permitted successors, assigns, delegates, employees, representatives, agents, servants and contractors.
- 1.11. Since this agreement is the product of negotiations between the Parties, the *contra proferentem* rule of construction shall not apply nor shall this agreement be construed in favour of or against any Party by reason of the extent to which any Party or its professional advisors participated in the preparation of this agreement. No provision herein shall be construed against or interpreted to the disadvantage of a Party by reason of such Party having or being deemed to have structured, drafted or introduced such provision.
- 1.12. The expiration or termination of this agreement shall not affect such of the provisions of this agreement which expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not

expressly provide for this.

- 1.13. This agreement shall be governed by and construed and interpreted in accordance with the law of the Republic of South Africa.

2. BACKGROUND

- 2.1. Banzi wishes to engage the Carrier to render the Services on its behalf on the terms and conditions set in the STC's.
- 2.2. The Carrier wishes to render the Services for and on behalf of Banzi on the terms and conditions set out in the STC's.

3. APPOINTMENT

- 3.1. Banzi appoints the Carrier to provide the Services to Banzi in respect of the Clients.
- 3.2. The Carrier may not without Banzi's prior written consent, cede, assign or subcontract any of its obligations in terms of these STC's to any third party.
- 3.3. If the Carrier appoints a sub-contractor to perform the Services requested by Banzi, such sub-contract does not relieve the Carrier of any of its obligations in terms of these STC's and it is responsible to Banzi for the act and omissions of its sub-contractor as if they were acts and omissions of the Carrier.
- 3.4. The Carrier must ensure that all its sub-contractors abide by the provisions of these STC's as if they were the Carrier.

4. THE CARRIER'S OBLIGATIONS

THE LOADCON

- 4.1. Banzi may from time to time request the Carrier to provide certain specified Services. Banzi will issue the Carrier with a LOADCON confirming the details of the Services to be provided, including the agreed Delivery Charges.
- 4.2. The parties specifically agree the Carrier is deemed to have accepted the contents, wording and description of goods as indicated on the LOADCON **(without signature)**

on the earlier of the date on which the Carrier receives a copy of the LOADCON from Banzi or the date on which the Carrier commences providing the Services.

COLLECTION AND DELIVERY

- 4.3. On the date and at the time specified in the LOADCON, the Carrier must collect the Goods from the Collection Point and deliver them to the Drop-off Point specified in the Delivery Documents using a Vehicle which is suitable for the nature and quantity of the Goods specified in the LOADCON.
- 4.4. If for any reason the Carrier is unable to provide the Services on the specified dates and times, the Carrier must immediately notify Banzi of the delay by telephone and e-mail confirming such telephonic notification. The Carrier is not allowed to let the truck stand over where ever for what so reason over a weekend.
- 4.5. On collecting the Goods from the Collection Point, the Carrier must satisfy itself that the Goods made available for collection match the quantity and types of Goods described in the Delivery Documents and that such Goods are suitably packaged for safe loading and transport. If in the Carrier's opinion, the Goods made available for collection do not match the Goods described in the Delivery Documents in any respect, or the Goods are not suitably packaged, are not in a clean, dry condition or appear to be damaged or leaking, the Carrier must not load the Goods and must immediately notify Banzi thereof telephonically and thereafter confirm such telephonic communication by e-mail. The moment the vehicle leave the loading point without any complaint, it is agreed that everything is in order.
- 4.6. The Client is responsible for the loading of the Goods on the Vehicle. The Carrier must ensure that the Goods, are properly secured in or on the Vehicle, and provide sufficient Dunnage to secure the Goods and safely transport them from the Collection Point to the Drop-off Point.
- 4.7. The Carrier must further ensure that the weight of the load is correctly distributed across the Vehicles axles and that the gross weight of the loaded Vehicle does not contravene applicable legislation. The Carrier is liable for any fines which are payable in respect of any gross overloading of the Vehicle or any of its axles. If the driver is for what so ever reason not satisfied, he or his controller must immediately contact Banzi

– before he leaves.

- 4.8. On collection of the Goods, the Carrier must ensure that it procures original properly completed, signed, stamped and dated Delivery Documents from the Client. In the event that the Carrier fails to procure such original Delivery Documents, the Carrier must request written confirmation from Banzi that copies of such original Delivery Documents are acceptable to Banzi. If the copies of such documents are not acceptable to Banzi, Banzi shall not be required to make payment to the Carrier for the services rendered in relation to such Delivery Documents. On delivery of the Goods the Carrier must ensure that it procures an original, properly completed, stamped, signed and dated POD and CHEP POD where applicable. The fully completed and signed, stamped POD is compulsory for proof of delivery and payment to the Carrier for services rendered. Such POD should be signed and stamped by an authorised person of the client stipulated in the LOADCON and should include, name, surname, date and cell number.
- 4.9. The Carrier shall bear the sole risk and liability for the goods from the time when the goods are collected by the Carrier from the premises concerned, until such time as they are delivered at the premises concerned.

BREAKDOWNS, ACCIDENTS AND HIJACKINGS

- 4.10. If whilst delivering the Goods, a Vehicle breaks down, is hijacked or is involved in an accident the Carrier must within 12 (twelve) hours of the incident occurring, notify Banzi thereof (which notification, if telephonic, must be confirmed in writing) and in the case of an accident or hijacking, must immediately report the incident to the South African Police Services and provide Banzi with the applicable case number under which the accident or hijacking has been reported.
- 4.11. If any of the aforementioned incidents are not reported to Banzi in writing within 12 (twelve) hours of the time at which they occurred, Banzi may at its election, reject the entire load of Goods at the Drop-off Point. The Carrier will be liable for all losses calculated based on the Freight on Truck price of the Goods determined by the Client, plus any dead freight or short shipment penalties that may be issued to Banzi by the

Client.

- 4.12. Unless otherwise instructed by Banzi, the Carrier must:
 - 4.12.1. immediately provide an alternative Vehicle at the Carrier's expense, to deliver the Goods to the Drop-off Point within a reasonable time; and
 - 4.12.2. ensure that the Vehicle is appropriately protected and provide such security as is necessary in this regard, until the Carrier provides an alternative Vehicle to transport the Goods.
- 4.13. If the Carrier fails to do so, Banzi may, but is not obliged to, arrange for the necessary security and appoint another Carrier to deliver the Goods to the Drop-off Point and may recover the costs of doing so from the Carrier on demand.
- 4.14. If as a result of providing the Services, the Carrier causes an environmental contamination of any nature, the Carrier must at its cost, clean up the contamination in accordance with the applicable environmental legislation.
- 4.15. The Carrier is liable for any loss or damages arising from the breakdown, hijacking of a vehicle or an accident as contemplated in this clause 4.

DAMAGES AND STOLEN GOODS

- 4.16. The Carrier is liable for any damage to, loss or theft of Goods during transit. Damage to the Goods for which the Carrier is liable includes but is not limited to any contamination or other change in the condition of the Goods arising as a direct or indirect consequence of the Services provided by the Carrier and/or its duly authorized agent or sub-contractor.
- 4.17. If any Goods have been damaged or stolen in transit, the Carrier must immediately notify its insurers thereof and take all necessary steps to institute a claim in respect of the damaged and/or stolen Goods.
- 4.18. The parties specifically agree that that the signed POD and/or LOADCON will be prima facie proof of the volume, weight and pallets loaded for the purpose of

determining the value of stolen or lost Goods.

- 4.19. The Carrier must liaise with the Client regarding the safe and appropriate disposal of the damaged Goods and must at the Carrier's cost, carry out the Client's instructions in that regard.
- 4.20. Should an investigation be held as a result of loss or theft of the Goods, then the Carrier agrees to co-operate with Banzi and/or the authorities, and promptly provide all requested information and assistance in relation to the investigation.

THE DRIVERS

- 4.21. The Carrier must ensure that:
 - 4.21.1. the Drivers are honest, competent, reliable, of sober habits, courteous and are neatly dressed;
 - 4.21.2. the Drivers are literate, fluent in English language and trained to use a cellular phone;
 - 4.21.3. whilst providing the Services, none of the Drivers are under the influence of alcohol, drugs or other prohibited substances or any substances which detrimentally affect their performance and Banzi's reputation;
 - 4.21.4. whilst providing the Services, at all times whilst at the Collection Points and Drop-off Points, the Drivers comply with the relevant safety and other rules ("Site Rules") applicable at the Collection Points and Drop-off Points;
 - 4.21.5. the Drivers are at all times fully equipped with, and wear whenever required to do so by law or the Site Rules, all necessary personal protection equipment for the Services being performed, including reflective overalls, hard hats and safety shoes or boots, which must be carried in the Vehicles at all times;
 - 4.21.6. ensure that the Drivers consent to searches by the security personnel at

the Collection Points and Drop-off Points of their persons, possessions, Vehicles and/or equipment and/or submit to breathalyser tests, as and when required.

- 4.21.7. in the case where a driver get swapped on a specific vehicle it is the responsibility of the Carrier to notify Banzi immediately with all the new information and the parties agree that the Carrier will be responsible and liable for any costs and expenses incurred to rectify the situation.

COMPLIANCE WITH LAWS

- 4.22. The Carrier must at all times comply with all laws, by-laws, any other collection agreements which are binding upon the Carrier and/or the Carrier's Personnel, including the NRTA and the RTA, the Regulations promulgated in terms of those statutes and any other law which deals with road transport, or the Vehicles or their use for the provision of the Services and, in particular, the Carrier must:

- 4.22.1. obtain and maintain the necessary certificates, permits, licences and/or exemptions as prescribed in the NRTA and the RTA, the Regulations promulgated in terms of those statutes and any other law which deals with road transport, and deliver copies of the relevant documentation to Banzi on request; and
- 4.22.2. pay all traffic fines and other penalties arising from the contravention by the Carrier or the Carrier's Personnel of the NRTA or the RTA.

5. POPI CONSENT

- 5.1. The Carrier hereby give Banzi consent to process its personal information, in accordance with the provisions of the Protection of Personal Information Act, for all purposes related to this Agreement. Such consent shall extend to the sharing of its personal information with Banzi's trusted legal advisors who it may approach for advice or assistance during or after the subsistence of the Agreement.

- 5.2. The Parties acknowledge and agree that signature of this Agreement constitutes proper consent under this clause.

6. DELIVERY CHARGES AND PAYMENT

- 6.1. Unless otherwise agreed by the parties in writing, in return for the Services, Banzi must pay the Carrier the Delivery Charges.
- 6.2. The Carrier must provide Banzi with the Payment Documents for the Services provided on the Cut-Off date specified in the LOADCON and the parties agree that such payment will be done and effected on such date at the end of the following month. Late submission of payment documentation will result in late payment and no exceptions will be made or considered. The parties agree that no services will be interrupted or stopped due to such late payment resulting from the Carrier's late submission.
- 6.3. Unless the parties agree otherwise in writing and provided that Banzi has received all the necessary Payment Documents by the Document Submission Date, Banzi shall pay the Delivery Charges to the Carrier on or before the Payment Date, by electronic funds transfer into a bank account nominated by the Carrier in writing.
- 6.4. If Banzi disputes any of the Delivery Charges in respect of any Services provided, including in relation to Goods which have been damaged or stolen in transit, Banzi may withhold payment of the Delivery Charges in respect of those Services until the dispute has been resolved or Banzi's claim has been settled in full, and the Carrier may not cancel or interrupt the Services as a result thereof.
- 6.5. Banzi may set off against any amount which it owes to the Carrier, any amount which the Carrier owes to Banzi in relation to related accounts or deliveries for the same Carrier, including damages relating to Goods which are damaged or stolen during transit.

7. WARRANTIES AND REPRESENTATIONS

The Carrier warrants that:

- 7.1. It is an expert in the field of logistics, including amongst other things, road transport and warehousing services, and will perform the Services at least to an expert standard.
- 7.2. It is in possession of all valid permits, consents and other approvals required to lawfully provide the Services.
- 7.3. The Drivers are in possession of valid and appropriate driver's licences and professional driving permits, free of endorsements, and where necessary, are registered as operators in terms of the NRTA.
- 7.4. The Drivers are properly trained to provide the Services in accordance with these STC's and will comply with all requirements of the NRTA and RTA in relation to the use of the Vehicles.
- 7.5. The Vehicles are, and will at all times be, properly licenced, roadworthy and maintained in good and clean working order and condition.
- 7.6. It is, and will always be, in possession of current and valid certificates of roadworthiness in respect of each Vehicle.
- 7.7. It will on each occasion, provide Vehicles which are suitable for the nature and quantity of the Goods to be transported.
- 7.8. All the Vehicles are, and always will be, compliant with the requirements of the Carrier's insurers and it will on request by Banzi, whilst providing the Services, advise Banzi of the whereabouts of the Vehicles.
- 7.9. It shall at all times comply with all laws relating to the provision of the Services and the use of the Vehicles, including the laws of any country other than South Africa in which the Collection Points and/or Drop-off Points are located, the NRTA and the RTA and all other road transport legislation; and
- 7.10. It shall not do, and shall ensure that its Personnel, including the Drivers, do not do anything which may prejudice, or bring into disrepute, the reputation of Banzi.

8. RISK AND INSURANCE

- 8.1. The Carrier bears all risk in and to the Goods from the time that the Client has finished loading the Goods onto the Vehicle and the Carrier has signed the relevant Delivery Documents acknowledging receipt of the Goods specified in the relevant Delivery Documents, until the time that the recipient of the Goods has finished offloading the Goods at the Drop-off Point as read with 4.9 above.
- 8.2. The Carrier must take out and maintain comprehensive insurance cover for all the risks which the Carrier undertakes in terms of these STC's including, without derogating from the generality of the afore going: -
 - 8.2.1. employer's common law liability insurance and personal accident cover, covering the Carrier's and its sub-contractors' liability at common law to their Personnel;
 - 8.2.2. sufficient public liability insurance in respect of claims for death of or injury to persons or loss of or damage to the Goods, and environmental contaminations or clean-ups (including medical claims);
 - 8.2.3. motor vehicle liability insurance in respect of all the Vehicles; and
 - 8.2.4. goods in transit insurance (including for hijacking) in respect of all Goods that are transported by the Vehicles in terms of the provisions of these STC's, to the greater of the value of the Goods as specified in the applicable LOADCON, or R1 000,000,00.
- 8.3. The Carrier shall ensure that it has and maintains SASRIA cover whilst undertaking the services and furnishes Banzi with proof thereof on demand.
- 8.4. The Carrier's insurance cover does not in any way limit any claim which Banzi may have against the Carrier.
- 8.5. On demand, the Carrier must provide Banzi with an underwriter's certificate.
- 8.6. On demand, the Carrier must provide Banzi with a Cession.
- 8.7. If for any reason, the Carrier's insurance provider repudiates a claim or otherwise fails to make payment to Banzi in respect of a claim within **30 days** after the claim arose,

the Carrier will be held liable and must pay the amount of the claim to Banzi on demand, and/or Banzi may deduct the amount of any claim (including any excess payable by Banzi in respect of any insurance claim which it may lodge) from any Delivery Charges owing by Banzi to the Carrier.

9. NO LIENS

- 9.1. The Carrier will not acquire ownership of any of the Goods by providing the Services.
- 9.2. The Carrier may not, for any reason, retain possession of any of the Goods or any Transport Documents or other documents of title relating to the Goods, and the Carrier hereby waives any lien, hypothec or right of retention of possession which it has or may acquire over any of the Goods or any Transport Documents or other documents of title relating to the Goods.
- 9.3. To the extent practically possible, the Carrier must ensure that all Goods, Transport Documents and other documents of title which it handles while providing the Services, remain free of any lien or right of retention while the Carrier is providing any of the Services in respect thereof.

10. BREACH

- 10.1 If a party is of the opinion that the other party has committed any breach of the provisions of this agreement, it shall give written notice to the other party. The date of such notice is herein referred to as the "Notice Date". The defaulting party shall remedy such breach within 14 (FOURTEEN) days after the Notice Date failing which the other party shall have the right, without prejudice to any other remedy that it may have, to cancel the agreement and to claim damages.
- 10.2 In the event of this agreement being cancelled or terminated for whatever reason, any other agreement with the Carrier shall likewise terminate.

11. CONFLICT

In the event of a conflict or confusion between the STC's and the provisions of any LOADCON, the provisions of these STC's will prevail.

12. NOTICES AND DOMICILIA

12.1. The parties choose as their *domicilia citandi et executandi* their respective addresses set out in this clause for all purposes arising out of or in connection with his agreement at which addresses all processes and notices arising out of or in connection with this agreement, its breach or termination may validly be served upon or delivered to the parties.

12.2. The parties specifically agree that their email addresses provided herein is sufficient and can and will be used as the *domicilia citandi et executandi* of any and all notices arising from a breach, termination or legal action in relation to this agreement.

12.3. For purposes of this agreement the parties' respective addresses shall be:

Banzi at : 25 Musquite

Bougainvillia Estates

Montana

0182

Email : admin@banzitransport.co.za and albrecht@banzitransport.co.za

The Carrier at :

Email :

or at such other address in the Republic of South Africa of which the party concerned may notify the others in writing provided that no street address mentioned in this sub-clause shall be changed to a post office box or poste restante.

12.4. Any notice given in terms of this agreement shall be in writing and shall:

- 12.4.1. If delivered by hand be deemed to have been duly received by the addressee on the date of delivery;
 - 12.4.2. If posted by prepaid registered post be deemed to have been received by the addressee on the 8th (eighth) day following the date of such posting;
 - 12.4.3. If transmitted by email it will be deemed to have been received on the day following the date of sending, unless the contrary is proved.
- 12.5. Notwithstanding anything to the contrary contained or implied in this agreement, a written notice or communication actually received by one of the parties from another including by way of registered email shall be adequate written notice or communication to such party.

13. FORCE MAJEURE

- 13.1 Both parties shall be fully or partially waived of their contractual obligations when a case of FORCE MAJEURE occurs. FORCE MAJEURE shall be considered as all unforeseeable acts or events, or even when these are foreseeable, which are inevitable, unsolvable, or beyond the control of the parties. These events will include any announced or declared state pandemic.
- 13.2 Should an event arise that constitutes a case of FORCE MAJEURE, which includes any Announced and declared pandemic, the obligations affected shall be extended automatically for a term equal to the delay caused by the case of FORCE MAJEURE.
- 13.3 Any of the party invoking a case of FORCE MAJEURE must, immediately after this arises, expressly notify the other party. That notification shall be completed with a report that shall contain all the circumstances related to the case of FORCE MAJEURE, within the seven (24 HOURS) following its occurrence.
- 13.4 All cases of FORCE MAJEURE not notified in accordance with the conditions and forms aforementioned may not, under any circumstances, be taken into account or claimed.

- 13.5 Under such circumstances, the party affected must take all the necessary means to resume, as soon as possible, normal execution of the obligations affected by the case of FORCE MAJEURE, as well as minimization of costs and damages.
- 13.6 Both parties shall bear the consequences to them of all kinds of FORCE MAJEURE and may not claim any kind of compensation from the other.
- 13.7 In the event of the FORCE MAJEURE persisting and being prolonged for a period exceeding three (3) months, both parties shall meet to examine the consequences of that FORCE MAJEURE. After a period exceeding six (6) further months, the parties will be automatically reciprocally released of their obligations.

14. WHOLE AGREEMENT

This agreement and its annexures constitutes the whole agreement between the parties as to the subject matter hereof and no agreements, representations or warranties between the parties regarding the subject matter hereof other than those set out herein are binding on the parties, except in respect of the settlement of monies due and payable under any previous agreement between the parties or in respect of the payment for goods or of commissions which payment obligations arose out of the business relationship of the parties which existed prior to the signing of this agreement.

15. VARIATION

No addition to or variation, consensual cancellation or novation of this agreement and no waiver of any right arising from this agreement or its breach or termination shall be of any force or effect unless reduced to writing and signed by all the parties or their duly authorised representatives.

16. RELAXATION

No latitude, extension of time or other indulgence which may be given or allowed by any party to

the other in respect of the performance of any obligation hereunder, and no delay or forbearance in the enforcement of any right of any party arising from this agreement, and no single or partial exercise of any right by any party under this agreement, shall in any circumstances be construed to be an implied consent or election by such party or operate as a waiver or a novation of or otherwise affect any of the party's rights in terms of or arising from this agreement or estop or preclude any such party from enforcing at any time and without notice, strict and punctual compliance with each and every provision or term hereof.

17. COSTS

- 17.1. Each party will bear and pay its own costs and expenses of and incidental to the negotiation, drafting, preparation and implementation of this agreement.
- 17.2. All costs, including attorney and own client costs, incurred by one party arising out of the breach of any of the provisions of this agreement by the other party, shall be borne by the party in breach.

18. SIGNATURE

- 18.1. This agreement is signed by the parties on the dates and at the places indicated in this agreement.
- 18.2. This agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement as at the date of signature of the party last signing one of the counterparts.
- 18.3. The persons signing this agreement in a representative capacity warrant their authority to do so.
- 18.4. The parties record that it is not required for this agreement to be valid and enforceable that a party shall initial the pages of this agreement and/or have its signature of this agreement verified by a witness.

SIGNED at _____ on this the _____ day of _____ 2023.

AS WITNESSES:

1. _____

ALBRECHT HERHOLDT

REPRESENTATIVE FOR AND ON BEHALF OF:
BANZI TRANSPORT

(DULY AUTHORISED TO SIGN ON ITS BEHALF)

2. _____

SIGNED at _____ on this the _____ day of _____ 2023.

AS WITNESSES:

1. _____

REPRESENTATIVE FOR AND ON BEHALF OF:
THE CARRIER

(DULY AUTHORISED TO SIGN ON ITS BEHALF)

2. _____

ANNEXURE "A" - CESSION

I, the undersigned, personally and/or in my capacity as a Director and/or Member of the Carrier, do hereby cede all my rights in and to any insurance claim in respect of the Goods carried as subcontractor on behalf of Banzi, to and in favour of Banzi, and hereby gives authority that any such claim payment must be paid by my insurance company (insurer) directly to Banzi.

This cession of rights is irrevocable and I hereby authorise my insurer to recognise this cession as lawful and give effect to this cession and instruction.

SIGNED at _____ on this the _____ day of _____ 2023.

FOR AND ON BEHALF OF THE CARRIER WHO WARRANTS THAT HE / SHE IS DULY AUTHORISED
TO SIGN ON ITS BEHALF :

FULL NAME AND SURNAME: _____

ID: _____

CAPACITY: _____

CELL NUMBER: _____

EMAIL ADDRESS: _____

COMPANY STAMP

AS WITNESSES:

1. _____

FULL NAME AND SURNAME: _____

ID: _____

CAPACITY: _____

CELL NUMBER: _____

EMAIL ADDRESS: _____

2. _____

FULL NAME AND SURNAME: _____

ID: _____

CAPACITY: _____

CELL NUMBER: _____

EMAIL ADDRESS: _____

ANNEXURE "B" — UNDERWRITER'S CERTIFICATE

ANNEXURE C – LOADCON CONFIRMATION SHEET



BizzStrat Financial Solutions
Menlynmeade Office Park
Ground Floor, Block C,
291 Sparte Avenue,
Fouriesburg,
Pretoria, 0081

Call: 018 455 8396 (Office)
admin@banzitransport.co.za
Call: 082 882 7148 (Albrecht)
albrecht@banzitransport.co.za

Postnet Suite 28
Private Bag X19
Meyerton,
Pretoria
0162

LOAD CONFIRMATION

(Hereinafter referred to as the 'LOADCON' in all related documentation, attached and incorporated in the terms and conditions between the parties marked as Annexure 'C')

Take notice of the Terms and Conditions

Transporter	
Attention	
Date	
Truck Reg	
Driver	

Load	
Commodity	
Tonnage	
Rate	

LOADING
Driver Delivery note needed
CUT-OFF DATE: _____th of each month

OFF LOADING
All Signed POD's with Invoice please
_____ as per POD
Off Load Date: 2023 _____
Please Courier Signed and Stamped POD to: BizzStrat Financial Solutions

Requirements	Load Coordinator	
Nets		
Tarps	x	Albrecht Herholdt
Straps	x	
Twist Locks		082 882 7148

Requirements	
Temperature	
Corner Plates	x
Fire Extinguisher	
Check Chep Pallets return notes	

Banking Details:	Account Contact Details	Office Details
Name: Banzi Trade 40 CC	Name: Daleen Boonzaier	Name: Albrecht Herholdt
Bank: Standard Bank	Cell: 078 455 8396	Cell: 082 882 7148
Account Number: 03335 1635	Email: admin@banzitransport.co.za	Email: albrecht@banzitransport.co.za
Branch: Hoedspruit		
Branch Number: 052-752		

PLEASE TAKE NOTE OF THE FOLLOWING TERMS & CONDITIONS OF THE LOAD CONFIRMATION ALSO SPECIFIED AND STIPULATED IN THE MAIN AGREEMENT BETWEEN THE PARTIES

- 1) The transporter hereby agrees that he understand and except ALL the terms and conditions as signed by the parties and read with this LOADCON as binding.
- 2) After the Transporter send the required details of the truck and driver through to Banzi it is considered that the Transporter / Carrier Company agrees on: The transport rate, the loading and off loading address and the Prescribed requirements as set out in the main agreement and this LOADCON, irrespective of whether such agreement or confirmation was done in writing.
- 3) The Carrier / Transporter agrees and confirms that their vehicles have their own goods in transit insurance (All Risk) of R1 000 000,00 (incl Hi-Jack).
- 4) The parties agrees that the Carrier / Transporter will be held liable for any loss or damages to cargo. Before the driver leave the loading bay he must report any problems / instability regarding the cargo. Once he left the customer it is considered that he is satisfied with the load (Cargo).
- 5) All order and/or load numbers must appear on invoices, and a copy of the SIGNED AND STAMPED LOADCON must be attached to the invoice.
- 6) The Transporter agree that all original signed and stamped paperwork (Truck Delivery Note and POD's from the customer) are **compulsary and will deem as the** proof and confirmation that the load has been received in good order and off loaded at the designated customer.
- 7) An additional recovery fee of R250 will be charged for lost POD's.
- 8) Invoices and documentation must be received on a monthly basis at Banzi's office by the specified cut-off date in order to receive payment at the end of the following month. The specified cut-off date will be confirmed and agreed upon by the parties and will be stipulated in each LOADCON per Carrier, per client and per load instruction.
- 9) Payment will be either on a load basis, or on a tonnage rate as per load weigh-bridge document or on consignment note.
The parties agree it is the Carrier / Transporter's and /or drivers responsibility to load the maximum tonnage loads his truck is permitted.
- 10) Always check the CHEP exchange note for returning empty pallets. Costs for returning or replacing outstanding or missing pallets will be the Carrier / Transporter's responsibility.
- 11) Banzi will not take responsibility for any time wasted due to the actions or delays by the transporter.
- 12) The Carrier / Transporter / Driver herewith confirms that their trucks is and will be at all times equipped with enough conerplates, straps and tarps - which should be in a good and clean condition.
- 13) The Carrier / Transporter / Driver herewith confirms that it's trucks will at all times be in a good clean and working condition - The contractor holds the right not to load a truck that is not up to standard.