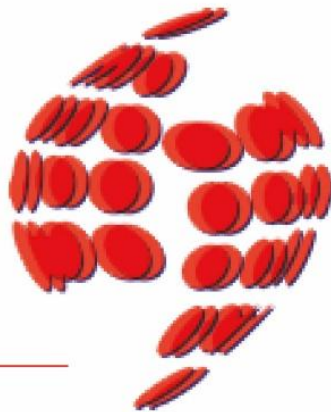


BTW Nr: 4420223523
Reg Nr: 2016/292962/07



SSV
Swannies Spoed
Vervoer

Direkteure: **PAJ.** Swanepoel

B. Swanepoel

MW. Swanepoel

S. Swanepoel

**** Neem asseblief kennis van die volgende / Please take note of the following:**

STANDARD OPERATING TERMS AND CONDITIONS OF CARRAIGE

(as amended, October, 2024)

1. INTERPRETATION

In these terms and conditions

- 1.1. "SWANNIES" means Swannies Spoed Vervoer (PTY) Ltd (Registration No: 2016/292962/07)
- 1.2. "CUSTOMER" means any person with whom Swannies Spoed Vervoer Pty Ltd contracts for the purpose of providing any advice, information or service.
- 1.3. "GOODS" means any goods handled, transport or dealt with by Swannies Spoed Vervoer Pty Ltd or on its behalf on the instructions of the Customer and includes any container or other equipment used in connection with such goods.
- 1.4. "The OWNER" means the owner of the goods to which any business concluded under these terms and conditions relates and any other person having any interest therein.

2. PRICES [Volumetric Calculation]

All shipments are charged by actual mass or volume, whichever is the greater. Volume is calculated by multiplying the length, width and height in centimetres [cm] and dividing by the appropriate volumetric conversion rate, unless otherwise agreed to and in writing, by SWANNIES.

3. PACKAGING

SWANNIES reserves the right to refuse to accept a consignment, if such consignment is, in the opinion of SWANNIES, of a too fragile nature, insufficiently packed, of a high risk or flammable in nature and/or do not comply with the regulations as per the Dangerous Goods Digest of SA, or any other regulated goods, declared or undeclared. However, should it decide to:

- 3.1. accept such consignment, this consignment shall be carried out at owner/customer/sender/receiver's own risk and SWANNIES shall accept no liability and/or responsibility for any loss or damage to such property or any consequential loss or damage arising therefrom.
- 3.2. accept such consignment at a time when the owner/customer/sender is not available to accept responsibility for the packaging and/or re-packaging of the consignment, whether for reward or not, this consignment shall be carried at the owner/ customer/ sender/ receiver's risk and SWANNIES accepts no liability for any loss and/or damage to such property or any consequential loss or damage arising therefrom.
- 3.3. Should Swannies need to provide any extra packaging to ensure the safety against damage of any products, we reserve the right to add extra cost for wrapping, pallets, etc.
- 3.4. All goods collected must be packed and withstand the basic road conditions from point A to B.
- 3.5. Goods where there are various loose items like 10+ boxes or cans / bottles, this must be packed and strapped to a pallet by the supplier. Should this not be palletized, Swannies do not take any responsibility for any items which could get damaged, or lost, due to the time involved to check various loose items.
- 3.6. When a driver signs a collection note, it does not mean that he understands what the document means. Only our collection note details and totals will be accepted and compared with our freight waybill to confirm the total items collected and delivered.

Tel: 053 712 3946

KURUMAN (Head Office)
13 Hobson Str, PO Box 211, Kuruman, 8460

WWW.SSV.CO.ZA

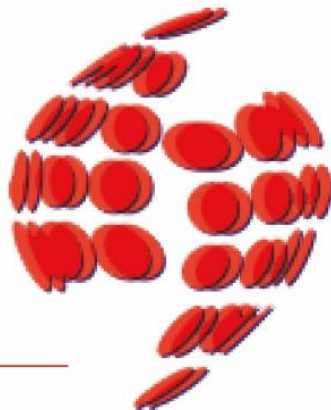
JOHANNESBURG
82/84 Rigger Road, Kempton Park

KIMBERLEY
9 Carl Steyn Str, Kimdustria

UPINGTON
24 Progress Str, Shop 8, Industrial

KATHU
Hendrik van Eck Str, Industria, Kathu.

You Request. We Do The Rest!



4. INSURANCE

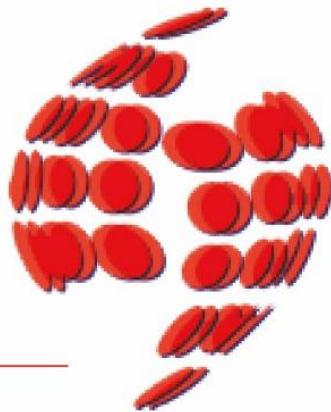
- 4.1. The insurance procured by SWANNIES on behalf of the CUSTOMER will be subject to such exceptions and conditions as may be imposed by the insurance company or underwriter taking the risk and SWANNIES shall not be obliged to obtain separate cover for any risks so excluded. Unless otherwise agreed in writing, SWANNIES shall not be under any obligation to obtain separate insurance in respect of separate consignments but may insure all or any of such consignments under any open or general policy held by SWANNIES from time to time.
- 4.2. Please refer to our Standard Trade Terms & Conditions for more details.
- 4.3. Should any insurer dispute its liability in terms of any insurance policy in respect of any GOODS, the CUSTOMER shall have recourse against such insurer only and SWANNIES shall not have any responsibility or liability whatsoever in relation thereto insofar as SWANNIES agrees to arrange insurance, SWANNIES acts solely as agent for and on behalf of the CUSTOMER.
- 4.4. GIT Cover are only for the **cost price of all items carried**. The proof of purchase for all items carried, must be supplied upon request from the Insurance to entertain any claim. It is the customers responsibility to ensure they have cover for the replacement values of all goods carried.

5. SPECIAL GOODS & GOODS REQUIRING SWANNIES CONSENT

- 5.1. Except under special arrangements previously made in writing, SWANNIES will not accept or deal with bullion, coin, precious stones, jewellery, valuables, antiques, pictures, human remains, livestock or plants;
- 5.2. The CUSTOMER shall obtain in advance SWANNIES specific written consent to accept into its possession or control any GOODS which may be or become dangerous, inflammable or noxious or which by their very nature may injure, damage, taint or contaminate or in any way whatsoever adversely affect any person, goods or property. The CUSTOMER warrants that such GOODS or the case, crate, drum canister, tank, box, pallet package or other holder or covering of such GOODS will comply with any applicable laws, regulations or requirements of any authority or carrier and that the nature and characteristics of such GOODS and all other data required by such laws, regulations or requirements will be prominently and clearly marked on the outside of such GOODS. Swannies is not covered for any Hazchem products.
- 5.3. If any such GOODS are delivered to SWANNIES, whether or not in breach of the provisions of clause 5.1, SWANNIES may destroy or otherwise deal with such GOODS as it in its discretion deems fit at the risk and expense of the CUSTOMER. The CUSTOMER hereby indemnifies SWANNIES against all such loss, liability or damage caused to SWANNIES as a result of the tender of such GOODS to SWANNIES.
- 5.4. Without limiting or affecting any other provision of these Terms & Conditions, GOODS [whether perishable or otherwise] in the care, custody or control of SWANNIES may at the CUSTOMER'S expense, be sold or disposed of by SWANNIES without notice to the CUSTOMER, sender, owner or consignee, if:-
 - 5.4.1. such GOODS have begun to deteriorate or are likely to deteriorate.
 - 5.4.2. such GOODS are insufficiently addressed, marked or packaged.
 - 5.4.3. the CUSTOMER cannot be identified.
 - 5.4.4. the GOODS have not been collected or accepted by the CUSTOMER or any other person after the expiration of 21 days from SWANNIES notifying the CUSTOMER in writing to collect or accept such GOODS.

6. TIME OF THE ESSENCE

Time is of the essence for the performance by the CUSTOMER of all obligations owed to SWANNIES in terms of any agreement which is governed by these Terms & Conditions.



7. COLLECTION, DELIVERY AND WAREHOUSING

- 7.1. All collection instructions of the CUSTOMER or agreed variations to those instructions, however given, shall be binding and subject to these Terms & Conditions.
- 7.2. Any waybill, airbill or bill of lading [copy or original] signed by the CUSTOMER or a 3rd Party engaged to transport the GOODS and held by SWANNIES shall be prima facie proof that delivery was made to the CUSTOMER;
- 7.3. If delivery of any GOODS is not accepted by the CUSTOMER, consignee or party nominated by the CUSTOMER at the appropriate time and place, then SWANNIES shall be entitled to store the GOODS at no risk to SWANNIES and at the expense of the CUSTOMER and the provisions of clause 8 shall apply mutatis mutandis.
- 7.4. Pending forwarding and/or delivery by or on behalf of SWANNIES or if so, required by the CUSTOMER, any GOODS may be warehoused or otherwise held at a place as determined by SWANNIES in its absolute discretion, at the CUSTOMER'S risk and expense.
- 7.5. SWANNIES may ask a storage or admin levy for goods not collected after 7 days from any of Swannies premises.

8. SWANNIES LIEN

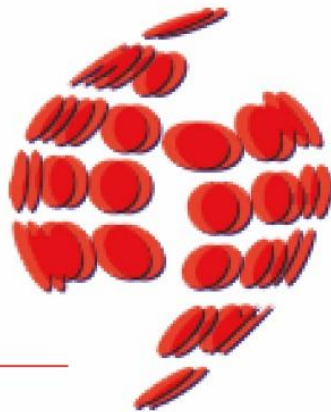
- 8.1. All GOODS and documents relating to GOODS, including bills of lading, as well as all refunds, repayments, claims and other recoveries, shall be subject to a lien and pledge either for monies due in respect of such GOODS or for other monies due to SWANNIES from the CUSTOMER, sender, owner, consignee, importer or the holder of the bill of lading or their agents, if any, for present and past debts;
- 8.2. SWANNIES shall be entitled without first obtaining an order of Court, to sell all or any of the GOODS by public auction or, upon reasonable notice not exceeding 14 days, by private treaty in order to recover monies due to it from the CUSTOMER.

9. LIMITATION OF LIABILITY

- 9.1. Under no circumstances shall SWANNIES or any of its members, agents, servants or employees be liable for any consequential damages including loss or profits or for any edictal liability of any nature whatsoever;
- 9.2. Other liability will be limited to the Waybill as per Warsaw Convention regarding air transport or the Bill of Lading in respect of ocean transport.
- 9.3. Swannies will be indemnify for any loss or damages for goods left at our premisses for longer than 48 hours.

10. CUSTOMER'S UNDERTAKINGS

- 10.1. The CUSTOMER undertakes to inform SWANNIES in writing within 7 days of any change of Director, Member, Shareholder, Owner or Partner of address or within 14 days prior to selling or alienating the CUSTOMER'S business and failure to do so will constitute a material breach of the CUSTOMER'S obligations in terms hereof. Upon receipt of such written notification, SWANNIES reserves the right, at its sole discretion, to withdraw any credit facility advanced to the CUSTOMER;
- 10.2. The CUSTOMER warrants that:-
 - 10.2.1. it is either the owner or the authorised agent of the owner of any GOODS in respect of which the CUSTOMER instructs SWANNIES;
 - 10.2.2. the owner, sender or consignee [if not the CUSTOMER] is bound by these Terms & Conditions for itself and its agents and for any parties on whose behalf it or its agents may act;
 - 10.2.3. all information and instructions supplied or to be supplied by it to SWANNIES is and shall be accurate, true and comprehensive and indemnifies SWANNIES against all claims, claims, losses, penalties, damages, expenses and fines arising as a result of a breach of the foregoing;



10.2.4.all GOODS will be properly, adequately and appropriately prepared, packed, stowed, labelled and marked.

11. EXCLUSION OF OBLIGATIONS OF COMMON OR PUBLIC CARRIER

SWANNIES deals with GOODS only on the basis that it is neither a common carrier nor a public carrier.

12. NO WARRANTIES

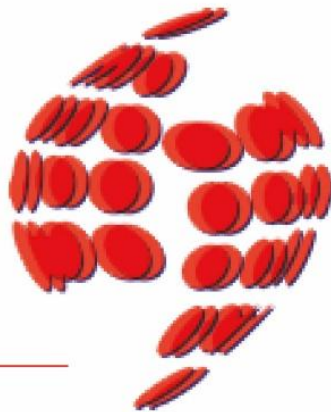
SWANNIES makes no warranties or representations to the CUSTOMER save as may be specifically provided herein or as notified in writing by SWANNIES to the CUSTOMER from time to time.

13. PRINCIPAL AND AGENT

- 13.1. Unless otherwise agreed in writing, SWANNIES in procuring the carriage, storage, packing or handling of GOODS shall be entitled to act either as an agent for and on behalf of the CUSTOMER or as a principal, as it in its absolute discretion, deems fit;
- 13.2. Unless otherwise agreed in writing, SWANNIES when acting as agent for and on behalf of the CUSTOMER, shall be entitled to enter into any contract it reasonably deems necessary or requisite for the fulfilment of the CUSTOMER'S instructions and such contract will be binding on the CUSTOMER.
- 13.3. **SWANNIES will strive to always keep both Customer and Companies best interest at heart.**

14. PAYMENT AND CREDIT

- 14.1. The CUSTOMER agrees that the amount contained in a Tax Invoice issued by SWANNIES shall be due and payable unconditionally in cash on order, or, if the CUSTOMER is a "credit approved customer", **within 30/7 days from date of Statement** send by SWANNIES;
- 14.2. The CUSTOMER has no right to withhold payment or any part thereof or to set off any amount due by it to SWANNIES against any amount due by it to SWANNIES against any amount owed to it by SWANNIES, for any reason whatsoever and agrees that it shall not be entitled to any extension of time for payment of any amount unless so agree by SWANNIES in writing.
- 14.3. **SWANNIES no longer except cheques as means of payment, whether or not it is a cheque deposit;**
- 14.4. The CUSTOMER agrees that the amount due and payable to SWANNIES may be determined and proven by a certificate issued and signed by any director or manager of SWANNIES, whose authority need not be proved or by any independent auditor. Such certificate shall be binding and shall be prima facie proof of the indebtedness of the CUSTOMER;
- 14.5. The CUSTOMER expressly agrees that no debt owed to SWANNIES by the CUSTOMER shall become prescribed before the passing of a period of **3 years** from the date the debt falls due, subject to the basic Act No.68 of 1969.
- 14.6. A "credit approved customer" will forthwith lose such approval when payment is not made within the period of time referred to in 14.1 and all amounts then outstanding shall immediately become due and payable;
- 14.7. SWANNIES shall be entitled to withdraw credit facilities at any time at its sole discretion, **when the account terms are not adhered to for 3 consecutive months.**
- 14.8. SWANNIES shall have the right to hand the account over for legal purposes, after giving the written notice within 20 days without any correspondence received.
- 14.9. In the event where the CUSTOMER nominates a third party as debtor, and the third-party declines to settle SWANNIES charges, the CUSTOMER shall remain liable for these charges;
- 14.10. The CUSTOMER hereby consents to the storage and use by SWANNIES of the personal information that it has provided to SWANNIES for establishing its credit rating and to SWANNIES disclosing such information to credit control companies, banks and other institutions involved in rating credit. The CUSTOMER agrees that



SWANNIES will not be held liable for the disclosure in good faith of any of this information to such third parties and that no further specific consent needs to be obtained for the transfer of such information to a specific third party;

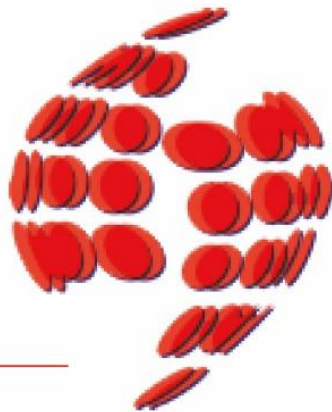
- 14.11. "The CUSTOMER hereby consents to (a) to SWANNIES transmitting data regarding this application as well as the opening of the relevant account and the termination thereof to any credit bureau; (b) to SWANNIES transmitting to any credit bureau any information pertaining to the CUSTOMER'S non-compliance or otherwise with these terms and conditions; (c) to any credit bureau providing SWANNIES with a report on the CUSTOMER'S credit profile and a credit score on its credit worthiness for purposes of credit assessment and any other prescribed purposes".
- 14.12. The CUSTOMER agrees to any Credit Limit setup on the account and becomes liable to first make payment if the credit limit is reached, before any goods shall be released.
- 14.13. Any account query must be submitted within 7 days after statements are received. Should any disputes not be submitted in the same month of the Invoices, Swannies reserves the right to not accept the dispute and make any adjustments due to Sars monthly obligations already completed.
- 14.14. Customers who require certain reference / order numbers, must provide this upon arranging the collection with Swannies. No customer reserves the right to withhold any monies due to insufficient information provided for the customer's account requirements.
- 14.15. The Customer must inform Swannies of any account changes / company names / closing of company / new directors / etc within 30days before any changes need to take place.
- 14.16. The Customer must give written notice of 30 days for the closure of an account with Swannies. Should there be any credit on the account upon this request, there will be a standard admin levy applicable of 10% of the amount in credit. The credit left will only be paid out after 30 working days, after the date of the account closure takes effect.

15. DISCOUNTS

SWANNIES is entitled to the benefit of any discounts obtained and to retain and be paid all brokerages, commissions, allowances and other remuneration of whatsoever nature and kind and shall not be obliged to disclose or account to the CUSTOMER or any other person for any such amounts received or receivable by it.

16. DISPUTES AND BREACH

- 16.1. Should there be any dispute of any nature whatsoever between the parties in regard to any matter relating to these Terms & Conditions, the CUSTOMER shall nevertheless be obliged to perform its obligations in terms of any agreement as though SWANNIES had performed properly and to the CUSTOMER'S satisfaction;
- 16.2. The CUSTOMER'S remedy, having performed its obligations as provided in clause 16.1, shall be limited to an action against SWANNIES for specific performance and/or for repayment of either the whole or portion of any amount which the CUSTOMER alleges constitutes an overpayment.
- 16.3. In any dispute between SWANNIES and the CUSTOMER, SWANNIES shall be deemed to have performed its obligations in a proper and workmanlike manner and strictly in accordance with any agreement between it and the CUSTOMER until such time as the CUSTOMER prove the contrary;
- 16.4. The CUSTOMER agrees that if an account is not settled in full on the date or within the period referred to in clause 14.1, SWANNIES will be entitled: -
- 16.4.1. to immediately institute action against the CUSTOMER at the cost of the CUSTOMER, for payment of the amount due; or



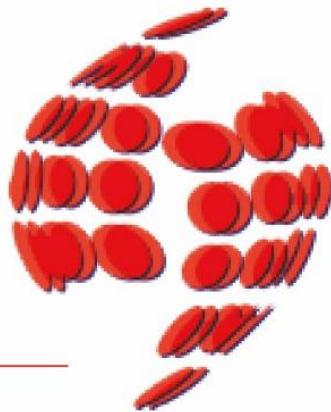
- 16.4.2. to cancel its agreement with the CUSTOMER and take into possession any of the GOODS deliverable to the CUSTOMER and claim damages, without prejudice to any other right to which SWANNIES may be entitled to in terms hereof or in law.
- 16.5. Any order is subject to cancellation by SWANNIES if the CUSTOMER breaches any terms hereof, or is placed in liquidation or is sequestrated [whether provisionally or finally] or enters into or attempts to enter into a compromise with its creditors or if judgement is entered against the CUSTOMER or any of its principles and such judgement is not satisfied within a period of 10 days;
- 16.6. The CUSTOMER shall be liable to SWANNIES for all legal expenses on the "attorney & own client" scale in the event of any default by the CUSTOMER or any litigation in regard to the validity and enforceability of any of its rights in terms hereof. The CUSTOMER shall also be liable for any tracing, collection or valuation fees incurred as well as for any costs, for any form of security that SWANNIES may demand;
- 16.7. The CUSTOMER agrees that SWANNIES will not be required to furnish security in terms of Rule 62 of the Rules of Court of the Magistrate's Court Act or in terms of Rule 47 of the High Court Rules.

17. NOTICES

- 17.1. Any documents shall be deemed duly presented to and accepted by the CUSTOMER: -
- 17.1.1. within 7 days of prepaid registered mail to any of the CUSTOMER'S business or postal addresses or to the personal addresses of any director, member or owner of the CUSTOMER; or
- 17.1.2. within 24-hours of having been faxed to any of the CUSTOMER'S fax numbers or any director, member's or owner's fax numbers; or
- 17.1.3. on being delivered personally by hand to the CUSTOMER or any director, member or owner of the CUSTOMER; or
- 17.1.4. within 23-hours of having been e-mailed to any of the e-mail address provided by the CUSTOMER.
- 17.2. The CUSTOMER chooses the address given by it in SWANNIES "Contract for Carriage" form completed and signed by it [or such other address as it may advise from time to time in terms of clause 10.1] as its address for any notification or service of legal documents or processes (domicilium citandi et executandi) for all purposes in terms hereof.

18. ASSIGNMENT TO GROUP COMPANIES AND SUBCONTRACTING

- 18.1. SWANNIES may, at its election render any service itself subject to the Terms & Conditions contained herein which shall apply mutatis mutandis to the CUSTOMER and its holding company or subsidiary;
- 18.2. Any business entrusted by the CUSTOMER to SWANNIES, may in the absolute discretion of SWANNIES, be fulfilled by SWANNIES itself, by its own employees performing part or all of the relevant services or by SWANNIES employing or entrusting the GOODS or services to a third party on such conditions as may be stipulated by or negotiated with such third party or the purposes of such services or such part thereof as they may be employed to carry out;
- 18.3. Where SWANNIES employs a third party to perform all or any of the functions which it has agreed to perform, the CUSTOMER hereby agrees that SWANNIES shall have no responsibility and/or liability to the CUSTOMER for any act or omission by such third party even though SWANNIES may be responsible for the payment of such third party's charges. **SWANNIES will only make use of Third-Party companies for routes which doesn't form part of their daily routes.**
- 18.4. NOTWITHSTANDING anything to the contrary contained herein, the CUSTOMER agrees that all GOODS shall be dealt with by SWANNIES on the Standard Terms and Conditions of Trade, supplied by the Insurance House.



19. FORCE MAJEURE

SWANNIES shall not, subject to these Terms & Conditions, be responsible and/or liable for any delay or non-performance of its obligations in terms hereof directly caused or resulting from force majeure.

20. BINDING AGREEMENT

- 20.1. These Terms & Conditions will only be deemed to constitute an agreement between SWANNIES and the CUSTOMER when accepted and signed by SWANNIES;
- 20.2. Any order by the CUSTOMER only becomes final and binding upon receipt and acceptance of such order by SWANNIES.

21. GENERAL

- 21.1. If any provision of these Terms & Conditions is unenforceable, then SWANNIES shall be entitled to elect [which election may be made at any time] that such provision shall be severed from the remaining provisions of these Terms & Conditions which shall not be affected and shall remain of full force and effect.
- 21.2. No variation to these Terms & Conditions shall be binding on SWANNIES unless embodied in a written document signed by a duly authorised member of SWANNIES;
- 21.3. No extension of time or waiver or relaxation of any of the Terms & Conditions shall operate as an estoppel against any party nor shall it operate to preclude such party thereafter from exercising its rights strictly in accordance with these Terms & Conditions.
- 21.4. Swannies reserves the right to amend their Terms & Conditions without any prior notifications to customers who already have a Credit agreement in place.
- 21.5. Swannies reserves the right to charge admin levies as needed to cover costs, including accounting, bank fees, late payment fees, etc.
- 21.6. **NO REFUNDS** will be made for any over payments, wrongful payments or any other reasons. The amount will be kept in credit and must be used by the customer. Should a customer request a refund, it must be done in writing and will only be processed upon approval of an account manager, with an admin levy charged. This admin levy will be based on the amount of the credit request, due to bookkeeping fees, bank fees, etc involved.
- 21.7. **Swannies will be charging a non-collection fee of R150.00, for all goods which could not be collected, due to the wrong details provided, or supplier payments not received, or transport arranged with multiple couriers, or any other reason that the goods could not be collected.**
- 21.8. Swannies reserves the right as a company to have their own Terms & Conditions, which will not be against any law, but will operate as a company to protect their own internal affairs with honesty and decency, treating each matter as an individual case, but still have a standard procedure with regards to all internal affairs.

Please submit all claims within 24-hours after delivery by sending the details to info@ssv.co.za

- 1. Waybill Number, Collection Number*
- 2. Details of damage / missing parcel, how it was packed*
- 3. Proof of purchase, replacement quote*
- 4. Photos of the item with packaging as it was received. NO PROOF OF PACKAGING & DAMAGE TO PACKAGING COULD RESULT IN A DECLINED CLAIM.*