



CLIENT STANDARD TRADING TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATION

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

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| 1.1.1 | "Abandoned Goods" | means Goods in respect of which Connect Logistics has provided, or is providing, the Services and in respect of which the Client will not accept delivery, or which Goods Connect Logistics is unable to deliver to the Client for any reason beyond Connect Logistics' control, or are otherwise deemed abandoned by the Client in terms of these STCs; |
| 1.1.2 | "Business Day" | means any day other than a Saturday, Sunday, or South African public holiday; |
| 1.1.3 | "Carrier" | means the mode by which the Goods are transported, including the owner and operator thereof, and includes vehicles and vessels; |
| 1.1.4 | "Client" | means the person to whom or on whose behalf Connect Logistics provides the Services as specified in the Loadcon; |
| 1.1.5 | "Collection Point" | means the designated address from which the Goods are to be collected for transport; |
| 1.1.6 | "Conditions of Acceptance" | means the terms and conditions accompanying and applicable to a Proposal issued by Connect Logistics to the Client; |
| 1.1.7 | "Connect Logistics" | means Connect Supply Chain Services (Proprietary) Limited trading as Connect Logistics, registration number 2010/013489/07, including its |

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Personnel, and shall also include its cessionaries, assignees and/or successors in title;

- 1.1.8 **"Connect Logistics Group"** means any holding, associated or subsidiary company of Connect Supply Chain Services trading as Connect Logistics, or of any holding or subsidiary company within the Connect Supply Chain Services trading as Connect Logistics Group;
- 1.1.9 **"Containers"** means anything onto, or into, which Goods are consolidated or packed for transport by land, sea, or air, including any containers, trailers, flats, tilts, transportable tanks, igloos, ISO-tainers and pallets;
- 1.1.10 **"Customs"** means the Customs and Excise Departments of the South African Revenue Service and/or the customs and excise authorities in any other country in which any of the Services are provided;
- 1.1.11 **"Drop-off Point"** means the address specified by the Client in the Transport Documents to which the Goods are required to be delivered;
- 1.1.12 **"Goods"** means the goods in respect of which the Client requests Connect Logistics to provide the Services;
- 1.1.13 **"Loadcon"** means a written load confirmation order issued by Connect Logistics to the Client confirming the Services which the Client has requested Connect Logistics to provide, including the date on which the Services are required, the value of the Goods and the applicable Rates;
- 1.1.14 **"Parties"** means Connect Logistics and the Client collectively, and "Party" means either one of them;

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- 1.1.15 **"Personnel"** means Connect Logistics shareholders, officers, directors, employees, agents, and subcontractors;
- 1.1.16 **"Proposal"** means a rate or quotation proposal issued by Connect Logistics to the Client, including the Conditions of Acceptance accompanying the proposal, which form part thereof;
- 1.1.17 **"Rates"** means the rates charged by Connect Logistics for providing the Services;
- 1.1.18 **"SANAS"** means the South African National Accreditation System, and any other body which may succeed or replace it;
- 1.1.19 **"Services"** means the transport, warehousing, and other logistics services which the Client requests Connect Logistics to provide in respect of the Goods;
- 1.1.20 **"STCs"** means these Standard Trading Terms and Conditions;
- 1.1.21 **"Supplier"** means any third party appointed by Connect Logistics to provide any or all of the Services;
- 1.1.22 **"Transport"** means the conveyance by any means of the Goods as specified in the Loadcon;
- 1.1.23 **"Transport Documents"** means any and all documents required by Connect Logistics to perform the Services.
- 1.2 **Unless Connect Logistics agrees otherwise in writing, all Services which Connect Logistics provides are subject to these STCs. The Client's standard trading terms and conditions do not apply.**
- 1.3 The Recommended Trading Terms published from time to time by the South African Association of Freight Forwarders apply to all Services which Connect Logistics provides to the Client, together with these STCs. In the event of a conflict between these STCs and the Recommended Trading Terms, the provisions of these STCs prevail.

- 1.4 The standard trading terms and conditions ("**Transnet Terms**") of any division of Transnet SOC Ltd to which Connect Logistics is bound shall apply *mutatis mutandis*. A copy of the standard trading terms and conditions of each relevant division of Transnet SOC Ltd is available upon request. In the event of a conflict between these STCs and the Transnet Terms, the provisions of these STCs prevail, provided that the lower limit of liability between these STC's and the Transnet Terms shall always prevail.
- 1.5 If any provision is followed by the word "including" and specific examples, those examples must not be interpreted as limiting the general meaning of that provision.
- 1.6 Unless inconsistent with the context, words signifying any gender include the other gender and the neutral, words signifying the singular include the plural and vice versa and words signifying natural persons include juristic persons and vice versa.

2. **SUBCONTRACTING**

Connect Logistics may perform the Services itself or it may appoint a Supplier of its choice to perform all or some of the Services.

3. **AUTHORITY TO CONTRACT**

- 3.1 If, when requesting the Services, the Client is acting as an agent for someone else, the Client warrants that it is duly authorised on behalf of its principal to appoint Connect Logistics to provide the Services in accordance with, and to bind its principal to these STCs.
- 3.2 The Client warrants that it is either the owner, or the authorised agent of the owner, of any Goods in respect of which the Client instructs Connect Logistics to provide the Services.

4. **ACCEPTANCE OF LOADCON AND CANCELLATIONS**

- 4.1 Any quote or proposals or Loadcon provided by Connect Logistics is subject to the qualification that errors and omissions are excepted.
- 4.2 Connect Logistics is not bound by the Client's request for the Services until the earlier of the date on which Connect Logistics commences providing the Services to the Client or provides the Client with a Loadcon in respect of the requested Services.

- 4.3 The Client is deemed to have accepted the contents of the Loadcon on the earlier of the date on which the Client receives a copy of the Loadcon from Connect Logistics or the date on which Connect Logistics commences providing the Services.
- 4.4 Once Connect Logistics has accepted the Client's request for the Services, the Client may not cancel the Services requested unless the Client gives Connect Logistics written notice of cancellation before the vessel has been fixed (if the Goods are to be transported by sea), or 1 (one) Business Day (in any other case), before the date on which the Carrier is scheduled to collect the Goods from the Collection Point.
- 4.5 The Client is liable for all charges and expenses incurred by Connect Logistics for any cancellations.
- 4.6 If it becomes impractical or uneconomical for Connect Logistics to carry out the Services, the Client will have no claim against Connect Logistics for the cancellation thereof.

5. **RATES**

Unless otherwise agreed by Connect Logistics in writing, Connect Logistics is only bound by the Rates recorded in a Proposal and confirmed in writing by Connect Logistics upon acceptance of the Proposal by the Client as per the Proposal's Conditions of Acceptance, or by the Rates set out in the Loadcon.

6. **CONTAINERS**

- 6.1 Unless Connect Logistics agrees otherwise in writing, the Client is responsible for arranging and collecting any Containers required to transport the Goods, packing the Goods into those Containers, carrying out all export requirements, if any, relating to those Goods and/or Containers and sealing and delivering the Containers to the Collection Point.
- 6.2 The Client warrants that:
- 6.2.1 all containerised Goods will be properly, adequately, and safely packed and stowed in the Containers.
- 6.2.2 the Goods and/or each Container will be clearly labelled and marked as required by law.
- 6.2.3 the Client will use a Container which is suitable for safely transporting the Goods.

- 6.3 The Client must make sure that the Goods which are packed to be transported are in fact the Goods in respect of which Connect Logistics has agreed to provide the Services.
- 6.4 Connect Logistics is not responsible, or liable, for any differences or discrepancies between the Goods as listed in the packing lists of the Containers and the Goods which are actually packed into the Containers.
- 6.5 Unless Connect Logistics specifically agrees otherwise, Connect Logistics shall not provide the Services in respect of any Goods which in Connect Logistics' sole opinion are hazardous or dangerous in nature.

7. INFORMATION AND TRANSPORT DOCUMENTS

- 7.1 The Client must timeously provide Connect Logistics with all the Transport Documents and applicable information which it requires to provide the Services and make any arrangements which the Client is required to make to enable Connect Logistics to properly perform the Services, including by updating Connect Logistics details on NAVIS.
- 7.2 The Client warrants that all information which it provides to Connect Logistics in respect of the Goods and/or the Services, including that contained in the Client's Transport Documents, is complete, accurate and true. If any of the information which the Client provided to Connect Logistics changes at any time, the Client must immediately notify Connect Logistics thereof in writing and the Client is responsible for all the consequences of that change.
- 7.3 If the Client requests Connect Logistics to complete any Transport Documents on its behalf, the Client does so at its own risk and Connect Logistics is not in any way liable for any loss or damage which the Client suffers as a result of any incorrect particulars recorded therein.
- 7.4 Connect Logistics is otherwise not responsible for any errors in the Client's Transport Documents, or any loss or damage the Client may suffer as a result of such errors.
- 7.5 If the Client provides Connect Logistics with incorrect instructions or fails to advise Connect Logistics of any required corrections to the Loadcon, the Client will be responsible for all wasted costs incurred by Connect Logistics in carrying out those incorrect instructions.
- 7.6 The Client is responsible for and indemnifies Connect Logistics and any other company in the Connect Logistics Group against, any claims made against Connect Logistics

and/or any other company in the Connect Logistics Group in carrying out the Client's instructions.

- 7.7 Connect Logistics is not bound by any oral instructions, general instructions or instructions which it receives late unless they are recorded in the Transport Documents. However, Connect Logistics may act on those instructions if it chooses to do so.
- 7.8 Without limiting the Client's obligations in any way, the Client's Transport Documents must include each Container's number, marks and the nett weight of the Goods packed in it, excluding the mass or weight of the Container.
- 7.9 If the Client does not provide Connect Logistics with the relevant information which it needs to provide the Services:
- 7.9.1 Connect Logistics may decide when and how to perform the Services or any part thereof; and
- 7.9.2 Connect Logistics is not obliged to:
- 7.9.2.1 declare the nature or value of any Goods to any Supplier or other third party; and/or
- 7.9.2.2 request any special protection or cover from, or give special delivery instructions to, any Supplier in respect of any Goods considered to be dangerous and/or hazardous and/or which require special handling and/or storage.
- 7.10 Despite the other provisions of this clause 7, Connect Logistics may depart from the Client's instructions at any time if it decides, in its sole discretion, that it is reasonable and necessary to do so and neither Connect Logistics nor any other company in the Connect Logistics Group is liable to the Client or anyone else, for any claims arising from or in connection with that departure.
- 7.11 Connect Logistics delivery notes, waybills and the like shall for all purposes be deemed to be accurate in all respects and *prima facie* proof of their contents.

8. COLLECTION AND DELIVERY OF GOODS

- 8.1 Connect Logistics will collect the Goods from the Collection Point and transport them to the Drop-off Point on the dates agreed with the Client.
- 8.2 The Client must ensure that:
- 8.2.1 appropriate oversight controls and management procedures are in place at the Collection Point and the Drop-off Point to ensure that no person can tamper with the Goods, including security, access controls and sampling procedures; and
- 8.2.2 any samples of the Goods which the Client may require are taken before the Goods are loaded onto the Carrier by a SANAS accredited agency.
- 8.3 Unless otherwise agreed by Connect Logistics and subject to the other provisions of these STCs, the Client must at its own cost and risk, load the Goods onto the Carrier at the Collection Point and offload the Goods from the Carrier at the Drop-off Point.
- 8.4 If the Client requests Connect Logistics Personnel to assist in any way whatsoever in the loading and/or offloading of the Carrier, the Client bears all risk in and to such assistance.
- 8.5 Connect Logistics is not obliged to count, inspect, examine, or procure the sampling of any Goods in respect of which it provides the Services, or inspect or check the manner in which the Goods are loaded or distributed on the Carrier.
- 8.6 The Client must ensure that the Goods are suitably packaged and/or are not subject to any latent or patent defect (including but not limited to an excessive total moisture content) to ensure the safe loading and transport thereof; and are properly and securely loaded in or on the Carrier. The Client must also ensure that the weight of the load is correctly distributed across the Carrier's axles and that the gross weight of the loaded Carrier does not contravene applicable legislation. The Client is liable for any fines which are payable in respect of any gross overloading of the Carrier or any of its axles.
- 8.7 If Connect Logistics agrees to count, inspect, and/or examine any Goods, it will not be liable for any error in such counting, inspection and/or examination, even if that error results from Connect Logistics' negligence. Connect Logistics may charge the Client a fee for counting, inspecting and/or examining the Goods.

9. WAREHOUSING SERVICES

- 9.1 If Connect Logistics agrees to warehouse the Goods on the Client's behalf, unless Connect Logistics agrees otherwise in writing, all warehousing and associated Services, including but not limited to unpacking, packing, palletising, and storing the Goods, are provided at the Client's own risk and expense and Connect Logistics will not insure the Goods whilst providing such Services.
- 9.2 All such Services are provided by Connect Logistics at the Client's own risk. Neither Connect Logistics nor any other company in the Connect Logistics Group shall be liable for any loss or damage which the Client or any related parties may suffer as a result thereof.

10. GOODS TRANSPORTED BY ROAD

- 10.1 If the Goods are transported by road, the Client must procure that the Goods are loaded for/off-loaded from the Carrier within 3 (three) hours after the time when they arrive at the Collection / Drop-off Point. If for any reason the Client fails to load/off-load the Goods for/from the Carrier within the prescribed time, Connect Logistics may:
- 10.1.1 recover the costs of the use of the Carrier at the Carrier's standing rate, for the period for which the Goods remain on the Carrier in excess of the prescribed off-loading time.
- 10.1.2 at the Client's risk and cost, off-load the Goods from the Carrier and store them; and/or
- decide that the Goods are Abandoned Goods and deal with them in accordance with clause 11.9.

11. PAYMENT FOR THE SERVICES

- 11.1 The Client must pay all amounts due to Connect Logistics for the Services, plus Value Added Tax at the applicable rate:
- 11.1.1 immediately on presentation of Connect Logistics' invoice, or in accordance with clause 12 if Connect Logistics has agreed to provide the Services to the Client on credit;
- 11.1.2 in the currency specified by Connect Logistics;

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- 11.1.3 without deduction or set-off and free of all bank charges; and
- 11.1.4 by electronic funds transfer into the bank account nominated by Connect Logistics on its invoice or statement.
- 11.2 If the Client's Collection Point and/or Drop-off Point is located outside the borders of South Africa, prior to providing the Services, the Client must pay Connect Logistics a deposit of 50% of the amount payable to Connect Logistics for the Services requested by the Client.
- 11.3 The Client's obligation to pay for the Services is only discharged when Connect Logistics receives the whole amount payable as freely available funds in its nominated bank account.
- 11.4 Connect Logistics may allocate any payment which the Client makes to reduce or settle any amount which the Client owes to Connect Logistics in terms of any contract.
- 11.5 If Connect Logistics agrees to allow the Client to pay for the Services in instalments and the Client fails to pay any instalment when due, the full amount outstanding will immediately become due, owing, and payable.
- 11.6 Without prejudice to its other rights, Connect Logistics may at any time stop providing the Services to the Client if the Client fails to make payment for the Services on the due date for payment.
- 11.7 Interest will accrue on any amount not paid by the due date for payment at the prime overdraft lending rate published by FirstRand Bank Limited or any other bank used by Connect Logistics, from time to time, plus 2% (two percent), calculated from the due date of payment until the actual date of payment, both days included.
- 11.8 The Client is liable for the full cost of the Services provided by Connect Logistics:
- 11.8.1 if the Client cancels its request for the Services later than the period provided for in clause 4.4; or
- 11.8.2 if Goods are loaded on a Carrier and due to the Client's act or omission, the Carrier fails to transport the Goods or is diverted, or if the Goods are, or have to be, transhipped.
- 11.9 Without prejudice to Connect Logistics' other rights, Connect Logistics may deduct from any amounts which Connect Logistics owes the Client, any amounts which the Client

owes to Connect Logistics or to any company within the Connect Logistics Group, for any reason, and whether those amounts are liquidated. To the extent necessary for that set-off to apply, when the Client requests that Connect Logistics provide the Services to the Client, the Client consents to a cession between companies within the Connect Logistics Group of their respective claims against the Client for payment of any such amounts. Where the amounts which the Client owes Connect Logistics or any company within the Connect Logistics Group are unliquidated, within 10 (ten) Business Days of any dispute relating to that amount being finally resolved, the parties must make any payment required as a consequence. Connect Logistics accepts the benefits of clause 11.9 on behalf of the other companies in the Connect Logistics Group.

12. CREDIT FACILITY

- 12.1 If Connect Logistics has agreed to provide the Services to the Client on credit, the following terms and conditions also apply:
- 12.1.1 subject to clause 12.1.2, the Client must pay all amounts due to Connect Logistics for the Services, plus Value Added Tax at the applicable rate, within 30 (thirty) days after the date of Connect Logistics' statement, unless Connect Logistics has recorded another time period or date for payment in its written proposal or quote to the Client in which case that time period or date shall apply;
- 12.1.2 if any invoices are due, owing, and payable at the time that the Client places further orders with a company in the Connect Logistics Group, payment of those invoices will be due on delivery of the Goods or performance of the Services which are the subject of that order (and not 30 (thirty) days from the date of statement);
- 12.1.3 a certificate signed by any director of Connect Logistics which sets out the amount due, owing, and payable by the Client to Connect Logistics or any other company in the Connect Logistics Group (including interest, if applicable) will be *prima facie* proof thereof;
- 12.1.4 if the Client commits any act which, if it was committed by an individual would constitute an "act of insolvency" for purposes of the Insolvency Act, 1936 (Act No. 24 of 1936 – "**Insolvency Act**"), or if the Client is placed in or applies for business rescue in accordance with the Companies Act, 2008 (Act No. 71 of 2008), Connect Logistics may, without prejudice to its other rights, and by written notice to the Client, withdraw the Client's credit facility with immediate effect in which case all amounts payable by the Client for any Services provided by Connect Logistics will become immediately

due, owing and payable and any future Services provided by Connect Logistics will be payable on presentation of the appropriate invoice.

13. **ABANDONED GOODS**

- 13.1 Connect Logistics may store any Abandoned Goods or any part thereof, at the Client's risk and expense.
- 13.2 The Client hereby consents to Connect Logistics selling, and/or abandoning to Customs and/or any third party (and in that event, recovering from the Client all related costs), all or any of, the Abandoned Goods and recovering all amounts which the Client owes to Connect Logistics for the Services in accordance with the provisions of clause 14, read with the necessary changes to the context, if the Client fails to collect or accept delivery of the Abandoned Goods within the agreed time, or if no time has been agreed, within a time period which Connect Logistics deems reasonable.

14. **LIEN AND SALE OF GOODS TO DEFRAY EXPENSES**

- 14.1 For the purposes of this clause, a reference to Connect Logistics includes a reference to any other company within the Connect Logistics Group.
- 14.2 The Client hereby agrees that Connect Logistics has a general and special lien over all Goods in respect of which it provides Services and any documents, refunds, repayments, claims and other items or amounts relating to those Goods, for all amounts whatsoever which the Client owes to Connect Logistics, whether due or not.
- 14.3 Without prejudice to Connect Logistics' other rights, when the Client requests that Connect Logistics provide the Services to the Client, the Client consents to Connect Logistics selling such Goods and other items or amounts by public auction or private treaty, without a court order authorising Connect Logistics to do so, as soon as the Client commences business rescue proceedings or is placed in liquidation (whether provisional or final), or if any amounts which it owes to Connect Logistics are not paid within 14 (fourteen) days from and including the date when Connect Logistics sends the Client written notice that it is detaining the Goods and other items referred to in clause 14.2.
- 14.4 The proceeds of the sale referred to in clause 14.3, less the costs which Connect Logistics incurs in respect of such sale, will be applied to reduce, or settle any amounts which the Client owes to Connect Logistics.
- 14.5 If, after the Goods have been sold:

- 14.5.1 there is any amount still owing to Connect Logistics, Connect Logistics may recover such amount from the Client; or
- 14.5.2 Connect Logistics recovers more than the amount required to settle the amount which the Client owes to Connect Logistics for the Services, Connect Logistics will refund such excess to the Client.
- 14.6 Connect Logistics accepts the benefits of this clause 14 on behalf of the other companies in the Connect Logistics Group.

15. **INSURANCE**

- 15.1 Connect Logistics shall, with an insurer of its choice, insure the Goods whilst in transit by road, to the value specified in the Loadcon.
- 15.2 Connect Logistics' current Goods-in-Transit insurance cover is R1,000,000.00 (one million Rand) per any one load.
- 15.3 Connect Logistics does not procure insurance of any Goods in respect of which Connect Logistics provides warehousing and associated Services whilst such Services are provided and the responsibility to procure such insurance remains with the Client. The Client is responsible for procuring any additional insurance which it may require.
- 15.4 Connect Logistics does not insure any Goods which it is required to transport outside the borders of South Africa. Connect Logistics does not, under any circumstances, accept liability for any loss of, or damage to goods, be it direct or indirect, being transported from South Africa to a destination outside the border of South Africa.
- 15.5 Connect Logistics does not procure insurance for any Goods constituting or containing minerals, including but not limited to, all chrome, ferrochrome and/or ferrochrome-related products (all grades), manganese, iron ore and coal.
- 15.6 Save as stated in 15.1 and 15.2, the Client shall be responsible for insuring the Goods while under the custody and control of Connect Logistics, shall name Connect Logistics as a co-insured and shall ensure that the insurer waives any rights of subrogation against Connect Logistics. The Client shall, if so requested by Connect Logistics, furnish a copy of its insurance policy(ies) to Connect Logistics.

16. RISK

- 16.1 The Client shall, and the Client warrants to Connect Logistics that it shall, at all times, be and remain the owner of (or the holder of all the right, title and/or interest in and to, as applicable) all Goods which are handled by Connect Logistics in terms of these STCs and/or any other agreements between the Parties. The Client will bear all risk of loss of or damage to the Goods.
- 16.2 Except to the extent to which these STCs provide otherwise, neither Connect Logistics nor any company which forms a part of the Connect Logistics Group bears any risk in and to the Goods while it provides the Services in respect thereof.
- 16.3 For the avoidance of doubt, it is recorded that, subject always to the provisions of the written agreements between the Parties, Connect Logistics' obligations pertaining to the Goods in terms of the agreements and these STCs shall commence when the Goods are collected from the Collection Point and shall terminate upon delivery at the Drop-off Point.
- 16.4 The Client waives any claim of any nature against Connect Logistics and any other company which forms part of the Connect Logistics Group which it may have, or in future acquire against Connect Logistics, Connect Logistics Group, their Personnel and/or any Suppliers, arising out of, or in connection with, the loss, damage, and/or destruction of the Goods.
- 16.5 The Client wholly indemnifies Connect Logistics against any claims of any nature made by any third party against Connect Logistics and/or any of its Personnel and/or any Suppliers, arising from, or in connection with, the provision of the Services and which is caused in any way, including by the negligence or otherwise of Connect Logistics or its Personnel or Suppliers.

17. EXCLUSION AND LIMITATION OF LIABILITY

- 17.1 Connect Logistics shall not be liable for any claim of whatsoever nature (whether in contract or in delict) and whether for damages or otherwise, howsoever arising unless such claim arises from:
- 17.1.1 a grossly negligent or wilful act or omission on the part of Connect Logistics or its Personnel; and
- 17.1.2 in respect of loss of or damage to Goods, at a time when the Goods in question are in the actual care and custody of Connect Logistics, its Personnel and under their

actual control and such loss exceeds 5% (five percent) of the aggregate mass of the Goods delivered by or on behalf of the Client prior to or during the 12 (twelve) calendar months preceding the date upon which any claim is made by the Client in respect of Goods loss, including any deliveries made during any period preceding the date of the agreements between the Parties (the “**stock loss tolerance**”). Excessive moisture i.e. moisture in excess of the usual specification for such Goods, shall not be included in the calculation of the stock loss. In the event of a revolving stockpile, the stock loss tolerance will be 5% (five percent) of the accumulated stock stored and shipped from a stockpile bay. A stock adjustment will be done once the revolving stockpile is cleared to ascertain the final tonnage difference of the revolving stock. Connect Logistics will not entertain any claims whatsoever in respect of stock that has been stored in excess of 6 (six) months.

- 17.2 Notwithstanding anything to the contrary contained in these STCs or elsewhere, Connect Logistics, and/or any other company forming part of the Connect Logistics Group and/or their Personnel shall not be liable for any claim of any nature, including for direct or indirect loss, consequential, incidental or remote loss; special or speculative damages; or loss of profit, business or production, arising from the provision of the Services. For purposes hereof, the Client acknowledges that demurrage or waiting time shall be regarded as indirect or consequential losses.
- 17.3 Without limiting the generality of the limitations and exclusions of Connect Logistics' and/or Connect Logistics Group's liability contained in these STCs or elsewhere, Connect Logistics and Connect Logistics Group are specifically not responsible or liable for:
- 17.3.1 providing ventilation, fumigation and/or other safety precautions;
 - 17.3.2 any negligent act, omission, or statement by Connect Logistics and/or Connect Logistics Group and/or any of their Personnel and/or Supplier(s);
 - 17.3.3 any injury to or death of any transporters or sub-contractors entering Connect Logistics' premises;
 - 17.3.4 any damages caused to vehicles, trailers or containers when on Connect Logistics' premises;
 - 17.3.5 any damage to, deterioration or loss of Goods however caused and any common law liabilities of Connect Logistics and/or any other company in the Connect Logistics Group connected with the Services, including the negligence of the Personnel and

Suppliers of Connect Logistics and/or any other company in the Connect Logistics Group;

- 17.3.6 the marking, labelling, numbering, non-delivery, or mis-delivery of any Goods;
- 17.3.7 the incorrect weight, measurements, contents, quality, defects, or description of any Goods, noting that Connect Logistics weights are indicative only and should not be used for trade purposes;
- 17.3.8 any consequences or damages arising from any inaccuracy or failure of examination or certification of the Goods, and any warranties by Connect Logistics and/or its Personnel and/or Suppliers in this connection, whether express or implied;
- 17.3.9 loss or damage to Goods, latent defects, inherent vice or contamination, any moisture in excess of that agreed with the Client, failing which, in excess of the stated specification for such Goods, admixture or degeneration of Goods, however caused and whether prior to receipt into storage or thereafter and whether caused by the negligence of Connect Logistics or its Personnel or Suppliers or from any omission by any Party howsoever caused;
- 17.3.10 the failure by the Client and/or a Supplier to provide appropriate oversight controls and management at the Collection Point and/or the Drop-off Point, including security, access controls and sampling procedures;
- 17.3.11 the failure by the Client to have any samples collected by a SANAS accredited agency;
- 17.3.12 the condition of the Goods on collection from the Collection Point and/or on delivery at the Drop-off Point;
- 17.3.13 any liability related to airborne dust from other Goods handled, settling on the Goods whilst in storage;
- 17.3.14 fines, penalties, detention, demurrage, short shipment, and dead freight charges arising for any reason, including unsafe loading or overloading of the Carrier and incorrect goods description, tariff code or cargo value declared on Transport Documents;
- 17.3.15 any circumstances beyond Connect Logistics and/or Connect Logistics Group and/or their Personnel and/or Suppliers' reasonable control and which temporarily or

permanently delay, or partly or totally prevent, the performance by Connect Logistics and/or Connect Logistics Group and/or a Supplier of any or all of their obligations;

- 17.3.16 any delay in performing any of the Services, notwithstanding any representations made by Connect Logistics, Connect Logistics Group and/or its Personnel, regarding any times or delivery dates for performance by Connect Logistics. These times and delivery dates are estimates only, and it is agreed that insofar as Connect Logistics is concerned, time shall not be of the essence;
- 17.3.17 any departure from the Client's instructions for any reason; and/or
- 17.3.18 any consequences or damages resulting from any decision or act of any port, railway, government, provincial or local authority, which may prevent, hinder or have an effect on the carrying out of any of its obligations.
- 17.4 If a third party brings any claim against Connect Logistics in respect of any matter described in 17.3, the Client fully indemnifies Connect Logistics against such claim in terms of 19.
- 17.5 If Connect Logistics is, notwithstanding the provisions of this clause, liable to the Client in terms of these STCs or otherwise, in no case whatsoever shall any liability of Connect Logistics and/or Connect Logistics Group, however arising, whether in contract or in delict, arising directly or indirectly from Connect Logistics and/or Connect Logistics Group operations, exceed the lesser of:
- 17.5.1 the load value specified in the Loadcon; or
- 17.5.2 an amount of R100,000.00 (one hundred thousand Rand) in respect of any occurrence giving rise to liability; and
- 17.5.3 in any event, R500,000.00 (five hundred thousand Rand) in respect of all occurrences giving rise to liability in any calendar year, regardless of the nature, number and amount of claims arising.
- 17.6 No claim shall be made against any Personnel of Connect Logistics and/or any other company in the Connect Logistics Group in his/her personal capacity which imposes or attempts to impose any liability upon him/her in connection with the provision of the Services, and the Client waives all and any such claims.

18. CLAIMS

- 18.1 The Client must notify Connect Logistics of any claim which it may have arising out of the Services provided on delivery of the Goods and signature of the Transport Documents, or as soon thereafter as such claim is reasonably discoverable by the Client, but in any event no later than 14 (fourteen) days after delivery of the Goods, either by endorsing the Transport Documents with the details of such claim and ensuring that the Transport Documents contain the details of the Carrier, the details of the driver, the applicable vehicle registration number, and the driver's countersignature to the endorsement, or by giving written notification to Connect Logistics providing the above details, failing which its claim shall automatically lapse.
- 18.2 Upon receipt of such notification, Connect Logistics shall investigate the alleged claim and reply to the notification as soon as reasonably possible either (a) accepting liability, or (b) rejecting liability or (c) requesting further information, provided that its failure to so reply shall not be construed as an admission of liability and in any event the provisions of 18.3 shall always be applicable.
- 18.3 Connect Logistics, any other company that forms part of the Connect Logistics Group, their Personnel and/or their Suppliers shall in any event be discharged from all liability whatsoever and howsoever arising in respect of any Service provided to the Client or which Connect Logistics and/or any other company in the Connect Logistics Group has undertaken to provide, unless legal proceedings are instituted within 6 (six) months after the cause of action in respect of any such alleged liability arose, failing which the claim shall be deemed to have lapsed irrevocably.

19. INDEMNITY

- 19.1 The Client indemnifies Connect Logistics against any and all claims of any nature whatsoever made by any third party against Connect Logistics, Connect Logistics Group and their Personnel, arising from, or in connection with, the provision of the Services and which is caused in any way, including by the negligence of Connect Logistics, Connect Logistics Group, their Personnel and/or their Suppliers. Without limiting the generality of clause 19.1, the Client shall indemnify and hold harmless Connect Logistics and/or Connect Logistics Group against all liabilities, damages, costs and expenses whatsoever incurred or suffered by Connect Logistics arising directly or indirectly from or in connection with:

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- 19.1.1 Connect Logistics complying with the requirements or instructions of the Client and/or any authority regarding the Goods and/or Services;
- 19.1.2 any warranty given to Connect Logistics by the Client being untrue or incorrect;
- 19.1.3 any act or omission or breach of these STCs by the Client or any person, subcontractor or Carrier acting on its behalf or under its instruction;
- 19.1.4 any declaration made to Customs by the agent of the Client being made falsely, incorrectly or not at all;
- 19.1.5 a breach of the Client's obligations to Customs or the storage of the Goods in bond, including legal costs on the scale as between attorney and own client, all fines, penalties, expenses and forfeiture, or the cost of any proceedings;
- 19.1.6 any claim made by the owner of the Goods, the consignor or consignee, the Carrier, the Client's clients or suppliers or any third party in connection with the Services or Goods;
- 19.1.7 any claim by, or liability to, any third persons, to the extent that such claim or liability exceeds whichever is the lesser of the amount referred to in clause 17.4 or the liability that Connect Logistics would have incurred if Connect Logistics had been able to rely on the provisions in the Contract of Carriage excluding and/or limiting the Client's liability and which would have applied had the scope of such exclusions and/or limitations applied to or included Connect Logistics Services;
- 19.1.8 any demurrage claims from any third party or Carrier;
- 19.1.9 the contents, quality, nature, legality, inherent vice, counterfeit nature, defect in or description of the Goods;
- 19.1.10 the loading, offloading, numbering weight, measurements, non-delivery, mis-delivery or defective packaging of the Goods;
- 19.1.11 any claim, or liability, that arises out of, is related to, or may be based on actual, alleged, or threatened discovery, discharge, dispersal, release, escape, migration, or seepage of any contaminant or pollutant relating to or connected with the Goods into the environment, including, without limitation, damage to natural resources, property damage, injury, disease and/or death caused by exposure to hazardous materials or products in the environment, business interruption and remediation and/or clean-ups;

- 19.1.12 the defective condition of, or overweight, containers or vehicles, unless provided by Connect Logistics in terms of a written agreement between the Parties; and/or
- 19.1.13 death, bodily injury or damage to persons or personal property as a result of the wilful or negligent act or omission of the Client or any person acting on its behalf.

20. **FORCE MAJEURE**

- 20.1 A Party shall not be liable for a failure to perform any of its obligations hereunder due to a *force majeure* event, which expression includes, but is not limited to war, civil war, civil violence and/or commotion, riots, unrest and/or disturbances, revolutions, acts of piracy, acts of sabotage, terrorism, sabotage, embargo, pandemics, natural disasters, including floods, destruction by lightening, explosions, fires, destruction of installations, industrial action or strike, changes of law, government interference or control, whether lawful or unlawful, and/or any other cause or contingency beyond the reasonable control of that Party, and that it could not reasonably be expected to have taken into account at the time of the conclusion of these STCs or any agreement between the Parties, provided that the Party subject to and relying upon the *force majeure* event shall only be excused from performing its obligations pursuant to any agreement between the Parties if:
- 20.1.1 it is directly affected by the *force majeure* event;
- 20.1.2 it gives prompt written notice to the other Party of its nature and estimated duration immediately upon the occurrence thereof; and
- 20.1.3 takes all reasonable steps to mitigate the effects thereof.
- 20.2 Relief from liability for non-performance by reason of the provisions of this clause shall commence on the date upon which the Party seeking relief gives written notice of the *force majeure* event relied upon and shall terminate upon the date which such event ceases to exist.
- 20.3 The Parties hereto shall cooperate and collaborate and use all reasonable efforts to overcome the *force majeure* event concerned and/or nullify its effect.
- 20.4 If the *force majeure* event substantially or permanently prevents the continued performance by either Party of its obligations in terms of these STCs, or any agreement between them, for a period exceeding 30 (thirty) consecutive days, then either Party shall be entitled, by giving written notice, to terminate the said agreement with effect from 7 (seven) days after giving of such notice.

21. COMPLIANCE

- 21.1 If Connect Logistics is obliged, in the execution of any of its duties and/or responsibilities to comply with any common law or legislative enactment of any nature whatsoever, then Connect Logistics, by complying therewith, shall not be deemed to waive or abandon any of its rights in terms of these STCs or to have assumed any onus, obligation, responsibility or liability in favour of the Client. In all events, Connect Logistics shall not be liable for non-compliance with requirements of regulatory bodies in respect of the Goods.
- 21.2 Connect Logistics will retain all records in relation to the Services for the period required by the applicable laws and regulations.
- 21.3 Connect Logistics and the Client, as well as their Personnel, Suppliers, agents, servants, subcontractors and intermediaries, must comply with any anti-corruption legislation applicable to either or both Party(ies). This includes not giving or offering to give, receiving or offering to receive any bribe, facilitation payment, political contribution, gift or other advantage which violates this anti-corruption legislation.
- 21.4 Connect Logistics and the Client, as well as their Personnel and servants, hereby warrant that they have not and will not engage in any anti-competitive behaviour in relation to these STCs or any agreement between the Parties. Anti-competitive behaviour means any communication (by any means, whether electronic, written, verbal or otherwise), or other form of coordination or cooperation with any competitor (whether past, present or potential) that is unlawful or otherwise restricted or prohibited under applicable competition laws.

22. CONFIDENTIALITY, PERSONAL INFORMATION AND INTELLECTUAL PROPERTY

- 22.1 Each Party agrees to treat as strictly confidential the operations, business and affairs of the other Party and not to divulge any information pertaining thereto to any third party, agent or employee, save as required by law, in respect of the execution of these STCs or agreement between them, whether prior to, during or after the currency of these STCs or other agreement between them.
- 22.2 All documentation provided by one Party to the other Party pursuant to these STCs or any agreement between them will remain the property of that Party and upon the request of that Party will be returned to it.

22.3 Each Party acknowledges that all right, title and interest in and to any information which the other Party has an interest in keeping confidential vests in that Party and that neither Party has any claim of any nature in and to the confidential information of the other Party.

22.4 The Parties shall only process each other's personal information or that of their employees in accordance with the requirements of the Protection of Personal Information Act, 2013 (Act No. 4 of 2013) and/or the European Union General Data Protection Regulation, as applicable.

23. BREACH AND TERMINATION

23.1 In the event that either Connect Logistics or the Client commits a material breach of any of its obligations under these STCs, and fails to remedy such material breach within a period of 7 (seven) days of receipt from the other of them of notice in writing calling upon the party in breach to remedy such material breach (reasonable details of which shall be given in such written notice) then the other Party shall be entitled, by giving the Party in breach not less than a further 7 (seven) days prior written notice, to terminate the agreement evidence or supported by these STCs.

23.2 Connect Logistics or the Client (as the case may be) shall be entitled, without prejudice to its other remedies at law including its right to claim damages, to cancel these STCs on 30 (thirty) days' written notice to the other of them, if the other Party:

23.2.1 is placed in liquidation or under judicial management, or steps are taken towards that end; or

23.2.2 effects or attempts to effect a compromise with any of its creditors generally; or

23.2.3 being a company, is placed under or takes steps to place itself under, business rescue; or

23.2.4 commits an act of insolvency as defined in the Insolvency Act, or being a juristic person, commits an act which would be an act of insolvency if committed by a natural person; or

23.2.5 takes steps to deregister itself or is deregistered.

23.3 Subject to clause 4.4, should either Party wish to terminate the continuation of an agreed scope of work, the Party requiring the termination shall provide 6 (six) months' advance notice to the other Party.

24. DISPUTE RESOLUTION AND GOVERNING LAW

- 24.1 In the event of any dispute or difference arising out of or relating to these STCs, the breach, termination or validity thereof, the Parties hereto shall use reasonable endeavours to settle such disputes or differences amicably. To this end, they shall consult and negotiate with each other, in good faith and understanding of their mutual interests to reach a just and equitable solution satisfactory to the Parties.
- 24.2 If the dispute cannot be resolved within a period of 30 (thirty) days after one of the Parties has requested consultations as per clause 24.1, then the dispute and/or difference shall, upon written demand by either Party, be referred to and finally settled by arbitration.
- 24.3 The Parties may agree on the arbitration procedure and on the arbitrator and, failing agreement within 5 (five) days of the demand in subparagraph 24.2, the arbitration shall be conducted in accordance with the Arbitration Rules of the Arbitration Foundation of Southern Africa (**AFSA**) in force at the time of the dispute.
- 24.4 The number of arbitrators shall be one. The arbitrator shall be agreed by the Parties within 14 (fourteen) days of the arbitration being demanded. If the Parties are unable to agree on an arbitrator within this period, then the arbitrator shall be appointed by the court, on request of either Party.
- 24.5 The seat and venue of the arbitration hearing shall be Durban, KwaZulu-Natal Province, South Africa. Any hearing before the arbitrator shall take place in Durban, KwaZulu-Natal Province, South Africa or in such other place that may be agreed by the Parties and the arbitrator.
- 24.6 The governing substantive law of these STCs shall be the law of the Republic of South Africa.
- 24.7 The language to be used in the arbitral proceedings shall be English.
- 24.8 The decision of the arbitrator shall be final and binding on the Parties and may be made an order of court at the instance of any Party to the arbitration.
- 24.9 Nothing in this clause 24 shall preclude any Party from seeking urgent interim relief from a court in South Africa of competent jurisdiction.
- 24.10 If any dispute regarding these STCs and/or the Services arises, including a dispute about the interpretation thereof and the termination of any contract in terms thereof:

- 24.10.1 the Client may not withhold payment of any amount which it owes to Connect Logistics in terms of these STCs; and
- 24.10.2 Connect Logistics and/or any other company in the Connect Logistics Group will be deemed to have performed its obligations in accordance with these STCs until the Client proves the contrary.

25. NOTICES AND ADDRESSES FOR SERVICE

Any notice or communication in terms of these STCs must be in writing to be effective and must be sent by hand, telefax or email to the Parties' respective head offices, which physical addresses the Parties select as their respective *domicilium citandi et executandi* and in the case of Connect Logistics, its head office address is that set out on its letterhead.

26. COSTS AND EXPENSES

Connect Logistics may recover from the Client on demand, all costs, and expenses which Connect Logistics incurs in providing the Services to the Client, including any legal costs incurred by Connect Logistics in instructing an attorney regarding the Client's non-compliance with these STCs, on an attorney and client scale, collection commission, and penalties and fines for which the Client are liable in terms of these STCs.

27. WAIVER

- 27.1 No failure, refusal or neglect by a Party to exercise any rights under these STCs or any agreement between the Parties, or to insist upon strict compliance with or performance of another Party's obligations under these STCs or such agreement, shall constitute a waiver of the provisions of these STCs or such agreement or of any of that Party's rights. A Party may at any time require strict compliance with the provisions of these STCs or any agreement between the Parties, and shall not be prejudiced or estopped from exercising any of its rights which may have arisen in the past or may arise in the future.
- 27.2 No waiver of any right under these STCs, is effective unless it is recorded in writing and signed by both Parties.

28. SEVERABILITY

All provisions and the various clauses of these STCs are, notwithstanding the manner in which they have been grouped together, or linked grammatically, severable from each other. Any provision or clause of these STCs which is or becomes unenforceable in any jurisdiction,

whether due to voidness, invalidity, illegality, unlawfulness or for any other reason whatsoever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as *pro non scripto*, and the remaining provisions and clauses of these STCs shall remain of full force and effect. The Parties declare that it is their intention that these STCs would be executed without such unenforceable provision if they were aware of such unenforceability at the time of execution hereof.

29. **WHOLE AGREEMENT**

- 29.1 These STCs constitute the whole of the agreement between the Parties relating to the matters dealt with herein and, save to the extent otherwise provided herein, no undertaking, representation, term or condition relating to the subject matter of these STCs not incorporated in these STCs shall be binding on any of the Parties.
- 29.2 Subject only to a change to the credit payment period by Connect Logistics in terms of clause 12, no agreement to vary, add to, delete from, or cancel these STCs shall be of any force or effect unless reduced to in writing and signed on behalf of all of the Parties to these STCs.
- 29.3 In the event of a conflict between an agreement between the Parties as referred to in clause 29.2 and these STCs, the provisions of the agreement shall prevail. In the absence of a separate agreement signed by both Parties, the latest version of Connect Logistics' STCs shall apply. A copy of the STCs is available upon request.

30. **CESSION, DELEGATION OR ASSIGNMENT**

Neither Party may cede or assign any of its interest in, or its rights and obligations deriving from, these STCs or any agreement to any third party without the other party's prior written consent, except for a cession or assignment made as part of an internal reorganisation of either Party, which will not affect their shareholding, or in the case of Connect Logistics, to any subsidiary company of the Connect Logistics Group.

31. **EXECUTION**

These STCs may be executed in several counterparts, all of which shall together constitute one and the same instrument.

FOR: CONNECT LOGISTICS, including all members of Connect Logistics Group

Signature: _____

Who warrants that he/she is duly authorised thereto:

Name: _____ Capacity: _____

Date: _____ Place: _____

Witness: _____

FOR: _____

Signature: _____

Who warrants that he/she is duly authorised thereto:

Name: _____ Capacity: _____

Date: _____ Place: _____

Witness: _____