

## Conditions upon which property is moved, packed or warehoused by AD Transport herein after called "the Contractor"

1. **LIABILITY FOR LOSS OR DAMAGES.** All transport work carried out in terms of the contract, including the loading, offloading, packing, storing and/or safekeeping of any and all goods, is done at the exclusive risk of the owner of such goods. The Contractor is not responsible for any loss and/or damages, including consequential damages which the owner may suffer as a result of the performance of services by the Contractor in terms of this contract. In particular, it is agreed that the Contractor accepts no liability for any damages which the owner may suffer, even if such damages are caused intentionally or grossly negligently. The owner is required to obtain insurance coverage for all damages which he may suffer as a result of any occurrence and/or any conduct foreseen or referred to in this paragraph. Should the owner fail to obtain the required insurance coverage it will be deemed that the owner is in the same position as the insurer who would have supplied such insurance coverage. The Contractor will endeavor to obtain the necessary insurance coverage on behalf of the owner, provided that the prescribed premium payable in respect thereof is received together with the completed application for insurance form before the commencement of the execution of the contract. These stipulations are made by the parties for the benefit of the Contractors obligations hereunder who shall be entitled at any time before judgment be given against them to accept the benefit of the said stipulations.

2. Quotations are subject to amendment or withdrawal if not accepted in writing within 31 (thirty one) days of the date thereon, and are subject to:

(a) Work being carried out by the method and route to be decided by the Contractor, without interruption, hindrance or postponement.

(b) The Contractor having their vehicles and/or staff available on the date/s required.

(c) All part loads being conveyed and delivered at the Contractor's convenience.

(d) Any increase in the scale of wages or salaries, licenses, taxes, fuel and economic rates over which the Contractor has no control coming into force after the date of the Quotation being given for the account of the customer.

(e) Any delay due to interruption, hindrance, local traffic or Municipal Regulations or non-production of necessary licenses, permit or customs forms being charged for.

(f) Where the Quotation is given for a specific quantity of work, the inclusion of additional goods or extra work entitles the Contractor to make additional charges on a pro rata basis of the original quantity of work to be increased quantity or work.

(g) An increased charge should there be a charge of route due to reasons beyond the Contractor's control.

(h) Any postponement or cancellation by the customer entitling the Contractor to make a charge to cover the expenses and/or loss to the Contractor arising there from.

(i) The Contractors shall have the right to increase he charge specified in the event of the inclusion of additional goods or stoppage or delays in carrying out the work to which the contract relates, provided that such stoppage or delay is caused by circumstances beyond the control of the Contractors, or is such that the Contractors could not reasonably have foreseen and prevented the cause of such stoppage or delay arising as all Quotations Estimates are given on the assumption that the work can be conveniently carried out by means of the ordinary staircases and doorways, and that there is an adequate road and approach to the building from which the goods forming the subject matter of this contract are to be taken, any additional cost or expense occasioned by such inclusion, stoppage or delay shall be paid by the customer.

3. Quotations exclude fines and unless otherwise stated on the Quotation, charges in respect of any other charges over which the Contractor has no control or are incidental to the carrying out of the work. Furthermore, unless otherwise stated, Quotations do not include the cost of dismantling and/or erection of fittings and fixtures or any other goods or articles of whatever nature, or of any extraordinary packing which may be necessary to secure safe transport or storage of particularly fragile articles, such as statuary, ivories, Venetian glass or similar articles, the taking up, relaying or fitting of wall to wall carpets, inoleum or floor covers, the taking down or reffixing of blinds, curtains, mirrors, cornices or other fittings, or the rehanging of pictures. If such work or any work not specifically stated in the Quotation is done these conditions apply thereto, and an extra charge to cover the Contractor's additional expenses and/or any loss suffered by the Contractor shall be paid by the Customer.

4. The customer is to ensure that the adequate facilities are available to the Contractor to enable it to carry out its obligations for instance to provide lifts, free passageways and suitable access for the Contractor's vehicle/s to within 30 meters of the door of the building from/to which goods are to be removed/delivered. If all or any of the conditions of this clause are not fulfilled the customer agrees to pay all expenses arising from any additional work involved.

5. No agent or employee of the Contractor has any authority to alter, vary or qualify in any way these terms and conditions, nor enter into any contract on the Contractor's behalf, nor sign any receipts or documents that have not been previously submitted to and approved in writing by the Contractor.

6. If the Contractor is unable to carry out the work on the date or the time requested, it will do so on a reasonable date or time thereafter. While every endeavor will be made to carry out the work on the date and the time requested, the Contractor shall not be liable for any loss or expense through delay in road transit, mechanical or electrical breakdowns, failures or breakages, inclement weather, labour troubles or from any cause beyond the Contractor's control, or for consequential loss from any cause whatsoever. Should the Contractor's vehicles be forced to deviate from their normal route due to damaged roads, bridges, pontoons, ferries etc. or from any cause beyond the Contractor's control, such as deviation shall entitle the Contractor to make an additional charge to cover the expense arising from the extra mileage and time involved. Furthermore, if the goods under this Contract are delayed en route by reason of any default or wrong declaration of the customer, or for any reason beyond the control of the Contractor, or if the customer or consignee is unable to receive the goods in the premises or at the place where they are to be delivered immediately on their arrival, the Contractor shall be at liberty (time being of the essence in this regard) to unload them into his own or any other storing place for storage, and the customer hereby irrevocably and in rem suam appoints the Contractor as his/her agent to enter into any agreement of storage and/or cartage and/or delivery in this regard. Delivery at any such storage place shall be deemed to be delivery in accordance with the Contract and these conditions shall apply thereto. Any additional expense to the Contractor due to delay, extra mileage and offloading shall be recoverable from the customer and the Contractor shall have a lien on the goods for all charges incurred up to the time that the customer shall take delivery of any or all of the goods, or until the time that the goods are placed in any other store.

7. The customer shall not submit for removal, packing or warehousing any dangerous, damaging or explosive article or substance, or for warehousing any article or substance including articles of food or anything likely to encourage vermin or other pests, or likely to cause infection. The customer warrants that no such article or goods will be included in any cartons or packing cases which may be submitted for removal, packing or warehousing. The customer shall make no claim, but shall indemnify the Contractor against all claims made and for any loss or damage that may be suffered by the Contractor or any third party through the presence of any such article or substance amongst the customer's goods. If any such article or substance is discovered, the Contractor may, at his discretion, remove, sell, destroy or otherwise dispose of same and shall not be responsible or accountable for the value thereof.

8. All work of any kind is done, property is removed or transported and/or packed and/or handled and/or warehoused, entirely at owner's risk. The Contractor shall not be liable for any loss or damage whatever (including consequential loss or damage due to delay in delivery or otherwise), which may be suffered by the customer in respect of his goods or any goods entrusted by him to the Contractor, arising out of any cause whatsoever, save for any loss or damage attributable to the negligence, willfulness or breach of Contract of the Contractor or its servants, in which event the onus shall be on the customer to prove that such claim or loss or damage is due to the negligence, willfulness or breach of Contract of the Contractor or its servants, and in the event of his proving the maximum amount recoverable by the customer shall be limited to R10.00 (TEN RAND) irrespective of the nature and extent of the customer's loss or damage or consequential damage. In the event of any goods being lost or damaged as aforementioned, the customer agrees that the Contractor shall be at liberty (without incurring any liability or obligation whatsoever) to take whatever steps the Contractor considers necessary to try to recover or salvage any or all of the goods and all expenses incurred by the Contractor, in so doing will be paid to it by the customer on demand. Any claims for damages, loss or otherwise in respect of any goods, shall be made in writing, setting out full details, within three days of the alleged loss or damage or failure to produce, failing which no such claim shall be enforceable against the Contractor.

9. The Contractor, their servants and/or agents shall not under any circumstances be liable for loss or damage of any nature caused by or arising out of any cause or caused beyond their control and in addition to and without limiting the generality of the foregoing in any way, shall not be liable for loss or damage of any nature caused by or arising out of damp, mildew or rust, the action of light, wear and tear, insects, moths, vermin, inherent vice or any process of cleaning, dyeing, repairing or restoring. Act of God, fire, burglary, theft, flood, riot, civil commotion, invasion, war, explosion, road accidents or delays in road transit, mechanical breakdowns, stress or weather, labour trouble or things dropped there from.

10. In addition to and without the operation of the provisions of this agreement in any way:

a) The Contractors, their servants and/or agents shall not, in any circumstances, be liable for damage to mechanical, electrical or other plant of any description, nor for the renovation or replacement of any article, which is inherently defective or in such a condition that it cannot be removed without risk of damage.

b) The Contractors, their servants and/or agents, shall not in any circumstances, be responsible for loss or damage to any article contained in drawers or in any package or case not both packed and unpacked by their employees.

11. The Contractors shall not be liable under any circumstances in respect of anything lost of, or damage to (no matter how caused) anything removed to or from a public sale, or when goods are only packed by them or only packed and/or dispatched by them, shall not be liable for any claim made after the goods leave their hands.

12. The Contractor shall not under circumstances be liable for any loss, consequential loss, failure to produce or damage (howsoever caused) to any goods during transference to or from any other vehicles.

13. The liability (if any) of the Contractors for damage to premises and/or their contents, private roads, covers, walls, fences, bridges, culverts, is limited to R10.00 (TEN RAND) for any one removal, and the customer hereby indemnifies the Contractor against all claims, costs, charges and expenses beyond that sum. Any claim in regard to the damaged aforementioned must be made in writing within three days of the alleged damaged falling which there shall be no claim against the Contractor.

14. It is incumbent on the customer to see that nothing required to be removed is left behind that no goods and/or fixtures are taken away in error, also that protection is arranged for articles left in unoccupied premises or outbuildings, and to satisfy himself that all his goods which were loaded onto the Contractor's vehicle have been offloaded at the new destination, as the Contractor will not under any circumstances accept such responsibility.

15. Unless otherwise agreed in writing, the Contractor's charges must be paid in cash before the goods are removed; or in the case of goods stored or received for packing, prior to the delivery or removal of any of such goods from the Contractor's premises, and if such charges are not paid, the Contractor may, pursuant to its general lien hereunder, take all or any part of such goods into its possession, or retain them in store, and on so doing shall be entitled to charge for warehousing and for any other expenses in connection therewith, including removal from store. The Contractor shall have a general lien upon all goods in possession or in its store as aforementioned (whether the debt due to the Contractor relates to such goods or not) for all monies due to, or liabilities by

it and if part of the goods have been delivered, removed, dispatched or sold, the Contractor shall have a general lien upon the remainder of such goods for such monies and liabilities incurred by it. The Contractor shall furthermore be entitled to charge warehouse rent and other expenses incurred during all periods during which its lien on the goods is being ascertained and all the conditions aforementioned shall apply to such additional charges and/or expenses. If the contractor is not paid any amounts due to it within 30 (thirty) days after it has retained any goods pursuant to its general lien as above provided, it shall have the power, without giving any notice to the customer or anyone else to open and examine any part of the whole of such goods, and to sell, whether by public auction or private treaty, the whole or part of any such goods falling under the general lien aforesaid, to pay the said amounts due to it, and any expenses of sale. Any surplus after such sale will be paid over to the customer without interest upon application, but save therefore the Contractor shall be released from all liability whatsoever in relation to the goods sold. If the Contractor elects to sell part only of the said goods, it shall be at liberty to charge for the storage of the goods remaining, and without notice from time to time to sell the remainder or any part of the remainder of the said goods, and apply the proceeds as aforementioned and all these conditions shall apply thereto.

16. Charges for storage are payable monthly in advance, and shall be exclusive for the cost of removing, packing, stacking away or unstacking and/or deliveries for all of which services the Contractor shall be entitled to make an additional charge.

17. A customer sending property to be warehoused is required to furnish an address and/or e-mail address to which communications are to be directed and to register his or her signature with the Contractors for mutual protection. The customer shall, during the currency of the Agreement at all times remain liable to ensure that any change of such address and/or e-mail address is registered in the Contractor's book. After receipt of the goods the Contractor shall provide the customer with a receipt or inventory of the goods and such receipt shall be final and conclusive between the Contractor and the customer and no discrepancy shall be recognized or entertained unless it be immediately pointed out. The Contractor shall not be liable for and no claims shall be made for any damage to or loss or failure to produce any article unless it is described in the receipt or inventory, and, in addition, where the goods are removed from the warehouse by any persons other than the Contractors, unless the inventory or receipt is checked by or on behalf of the customer and a detailed claim is made in writing at the time the goods are handed over.

18. Notwithstanding any other provision of this agreement, where an Estimate is given the Contractors do not undertake to be bound in any respect by the charges specified and shall have the right after completion of the work undertaken in terms of the contract to increase any of the charges so estimated.

19. Quotations and Estimates do not include the stripping, dismantling or disconnecting of machinery and equipment of any description, but if such work is done a further charge will be made therefore, and the terms and conditions of this contract applies thereto.

20. Should the Contractors incur or be put to any costs, charges or expenses in consequence of any claim and/or claims being made to or against any goods warehoused, or have to pay any damages arising out of any such claim, such costs, damage charges and expenses shall be recoverable from the customer in addition to all charges.

21. (a) At least 25 (twenty-five) clear days notice in writing shall be given by the customer and received by the Contractor before the removal of any goods from the Contractor's depository.

(b) The Contractor shall not be bound to deliver from the depository any goods without an order in writing, signed by the customer or his or her authorized agent, who or whose agent shall be present at the time of delivery to check the inventory and give a receipt for the goods.

(c) Access to goods and depositories must be arranged at least 7 (seven) days clear notice in writing in respect of access being required between the 8<sup>th</sup> and 21<sup>st</sup> day of any calendar month and 15 days clear notice is required for access between the 22<sup>nd</sup> and 7<sup>th</sup> day of the following month.

(d) The Contractor shall not be bound to deliver any goods without production to them of the original inventory.

22. The Contractor shall be entitled to cancel this Contract and require the customer to remove his goods by giving the customer one month's written notice to this effect. The notice shall be considered as validly served if posted to the customers address and/or e-mail address last registered by him/her with the Contractor under Clause 16 above.

23. Claim dispute, counter claim or set-off shall not be made the reason for deferring payment of any monies payable to the Contractor.

24. In any cases where the Contract provides for warehousing, any sum due to the Contractor by the customer shall be three months in arrears, or if any goods stored are not removed and all charges thereon paid when the Contractor requires them to be removed, then the Contractor shall be entitled, without notice, to forthwith exercise its rights to sell any goods then falling under its general lien in the manner and subject mutatis mutandis to the terms and conditions of Clause 15 hereof.

25. The customer warrants that any property handed to the Contractor for removing, packing, warehousing or for any other purpose is either his/her own unencumbered property, or that he/she has the full and absolute authority of all persons owning and/or interest in the property to enter into this Contract, and the customer hereby indemnifies the Contractor against all claims, costs, charges, losses, penalties or liability of whatever nature, which may be incurred by the Contractor consequence of any such property by a third party.

26. Any dispute or claim arising out of the Contract or the interpretation thereof, and any litigation between the customer and the Contractor, its agent or other Contractors acting on its behalf, may be instituted in any magistrate's court having jurisdiction over the parties even though the cause of action in question exceed the jurisdiction of that court.

27. All notices and communications to the customer, including the inventory, shall be deemed to have been duly served and received:

a) The day after posting if sent by post or e-mail to the registered address or e-mail address which the customer has last communicated to the Contractor in terms of Clause 16 hereof, or

b) if there is no registered address in terms of Clause 16 hereof or no address from which the customer last communicated, the day after publication of notice in any public newspaper circulating in either the area from which or to which the goods were removed.

28. The Contractor may at any time during any removal transfer the goods from vehicle to vehicle pending transfer into their own or other storing place, and when the goods are in store, they may remove them from one store to another. They shall also have the right to subcontract in respect of any service to be performed by them hereunder without consulting the customer.

29. The Contractor is hereby authorized to pay any charge payable to any storage Contractor from whose store the goods are removed, and also to pay any charges payable to any removal Contractor who brings the goods to be stored, and all such payments shall be repaid to the Contractor by the customer on demand.

30. Any work of any kind done by the Contractor whether in relation to the goods (e.g. packing, unpacking, repairing or fixing any article, unstowing, examination, brushing, restacking, delivery, etc) or otherwise, shall be done without prejudice to and only upon these conditions. The Contractor does no work unless on these terms.

31. All these conditions shall apply to any work done in relation to the customer's goods, whether by way of removal out of, redelivery from the warehouse or otherwise whatsoever, and shall be deemed to be incorporated in any contract which may be entered into with regard to such work or in relation of such goods.

32. All removals, storage or packing contracts or any work performed or tendered for is expressly subject to the granting of the necessary permit or sanction where required of a complete authority. In the event of refusal by the competent authority, the Contractor shall not be liable or responsible for any loss howsoever sustained. All tenders and contracts are deemed to be subject to all existing laws, ordinances, by-laws and regulations.

33. The Contractor is not a common carrier and does not undertake the obligation or liability of a common carrier. The Contractor may at its absolute discretion refuse to accept for carriage any goods or any class of goods and shall not be obligated to assign any reason for such refusal.

34. It is a condition of this Contract that the terms set forth in the Bills of Lading, consignment notes, or other documents issued by any participating carriers are accepted by the Contractor as Agent for the customer, and those terms be deemed to form part of this contract CONTINUITY CLAUSE: These conditions shall apply to any further or additional work carried out by the Contractor and/or sub-contractor for the customer.

35. The customer shall mean (but shall not be limited to) the owner of the goods and/or any servant and/or agent and/or contractor acting for the owner of the goods.

36. Pamphlets and other material given by the Contractor are not part of the Contract but are given as a customer service.

37. The customer indemnifies the Contractor against all claims and demands made by any third party against the Contractor and against all liability incurred by the Contractor to any third party in respect of any loss or damage to the goods or any part of them and in respect of any loss, damage or injury however caused to any third party arising out of the handling and/or storage of the goods.

38. The Contractor shall be entitled to give the customer one month's notice of its intention to increase its charges for storing the customer's goods and such increase shall thereafter be due and payable on the expiration of the one month's notice, unless the customer notifies the Contractor in writing within 7 (seven) days, of receipt of the notice that he wishes to withdraw his goods from storage at the expiration of the one month's written notice.

39. The Contractor is hereby authorized to subcontract in respect of any service to be performed by them hereunder without consulting the customer and shall also be authorized to pay any charge payable to any such subcontractor for such services and all such payments shall be repaid to the Contractor by the customer on demand.

40. The Contractor does not accept jewellery, precious stones, plate, furs, currency notes, coins, stamps, stamp collections or other valuables of any description, firearms, ammunition, livestock, domesticated animals or pets if any description or plants for removal or storage, except by special agreement in writing, and shall not under any circumstances be liable for loss of, failure to produce, damage or deterioration thereto howsoever caused. The Contractor shall not under any circumstances be liable for loss of, failure to produce, damage or deterioration thereto howsoever caused in respect of documents of any kind whether negotiable or not, moulds, patterns or designs. The term Documents shall include but not be limited to deeds, bonds, titles, bills of exchange, promissory notes, cheques, securities for money, manuscripts, plans, books of accounts, travel tickets.

**Full Names:** ..... **I.D Nr** .....

**Signature** ..... **Tel Nr** .....