

STETSONS Transport Terms and Conditions

The terms and conditions below are the standard terms and conditions of carriage.

1. DEFINITIONS

The following definitions apply to the terms and conditions set out below that govern this contract of carriage between the Customer and us.

"Stetsons" means Stetsons transport;

"the Customer" means the sender, receiver and owner of the contents of the shipment or any other party having a legal interest in those contents;

"carriage" means and includes the whole of the operations and services undertaken by us in connection with the shipment;

"shipment" means goods or documents of whatever nature (whether in bulk or in one or more packages) which Stetsons have accepted for carriage from one address to another, whether under our bill or not;

"prohibited items" means any goods or materials the carriage of which is prohibited by any law, rule or regulation of any country in or over which the shipment travels;

2. THE PARTY WITH WHOM THE CUSTOMER IS CONTRACTING

The Customer's contract of carriage is with STETSONS or the subsidiary or affiliate of STETSONS that accepts the shipment for carriage from the Customer.

The Customer agrees that Stetsons may subcontract the whole or any part of the carriage on any terms and conditions that it may decide.

3. THE CUSTOMER'S ACCEPTANCE OF OUR TERMS AND CONDITIONS

By giving us the instruction the Customer accepts our terms and conditions set out in herein and or the contract of carriage on behalf of the Customer and/or anyone else that has an interest in the shipment.

These terms and conditions also cover and can be invoked by anyone Stetsons uses or sub-contracts to collect, transport or deliver the Customer's shipment and our employees, directors and agents.

Only one of our authorised officers may agree to a variation of these terms and conditions in writing. When the Customer gives us the shipment with oral or written instructions that conflict with our terms and conditions Stetsons shall not be bound by such instructions.

4. SCOPE OF THE CONTRACT

a) Irrespective of whether a separate contract of carriage was agreed between the Customer and Stetsons or the carriage of the shipment forms part of another type of contract between the Customer and us, these terms and conditions apply to the contract agreed between the Customer and Stetsons in respect of any carriage of goods pursuant to the contract.

b) By concluding any type of contract with us the Customer agrees that:

- the contract is a contract of carriage of goods by road if the carriage of the shipment actually takes place by road, rail or sea;

- the contract is a contract of carriage of goods by air if the carriage of the shipment actually takes place by air.

5. DANGEROUS GOODS / SECURITY

5.1 Dangerous Goods

a) Except in the circumstances shown in paragraph 5.1 (b) below, Stetsons does not carry goods which are in our sole opinion dangerous goods including, but not limited to, those specified in the International Civil Aviation Organisation (ICAO) technical instructions, the International Air Transport Association (IATA) dangerous goods regulations, the International Maritime Dangerous Goods (IMDG) code, the European Agreement concerning the international carriage of Dangerous goods by Road (ADR) regulations or any other national or international rules applicable to the transport of dangerous goods.

b) Stetsons may at its discretion accept some dangerous goods for carriage in some countries if the Customer has been accorded the status of an approved customer and this must be given by us in writing before the Customer's shipment can be accepted. The Customer's dangerous goods will only be accepted if they comply with the applicable regulations (as referred to in condition 5.1 a) and our requirements. Details of our requirements together with the procedure for applying for approved customer status are available from our head office and a dangerous goods surcharge will be invoiced to the Customer upon acceptance of the Customer's shipment.

5.2 Air Cargo Security Regulations

a) The Customer must ensure and the Customer hereby warrants by completing our bill or tendering a shipment to us that the Customer's shipment does not contain a prohibited article. The Customer must give us a full description of the contents of the shipment on the bill and the Customer's responsibilities and liabilities are not extinguished by providing this information. Shipments carried by us may be subject to security screening which could include the use of X-ray equipment and the Customer accepts that the Customer's shipment may be opened and the contents of the Customer's shipment may be examined in transit.

b) The Customer declare that the Customer has prepared the shipment for carriage in secure premises using reliable staff employed by the Customer and that the shipment has been safeguarded against unauthorised interference during preparation, storage and transportation immediately prior to acceptance for carriage of the shipment by us.

5.3 Prohibited Items

Stetsons does not accept shipments that contain prohibited items.

6. RIGHT OF INSPECTION

The Customer agrees that Stetsons or any governmental authority including customs may open and inspect the Customer's shipment at any time.

7. CALCULATION OF TRANSIT TIMES AND ROUTING OF SHIPMENTS

Sundays, public holidays and bank holidays together with delays caused by customs or other events beyond our control are not included when Stetsons quote door to door delivery times. The route and the method by which Stetsons transport the Customer's shipment shall be at our sole discretion.

8. CUSTOMS CLEARANCE

8.1 The Customer hereby appoint us as the Customer's agent solely for the purpose of clearing and entering the shipment through customs and the Customer hereby certifies that Stetsons is the recipient for the purpose of designating a customs broker to perform customs clearances and entries if Stetsons subcontracts this work. If any customs authority requires additional documentation for the purpose of confirming the import/export declaration or our customs clearance status it is the Customer's responsibility to provide the required documentation at the Customer's expense.

8.2 The Customer warrants that all statements and information the Customer provides relating to the exportation and importation of the shipment will be true and correct. The Customer acknowledges that in the event that the Customer makes untrue or fraudulent statements about the shipment or any of its contents the Customer risks a civil claim and/or criminal prosecution the penalties for which include forfeiture and sale of the Customer's shipment. To the extent that Stetson's may voluntarily assist the Customer in completing the required customs and other formalities such assistance will be rendered at the Customer's sole risk. The Customer agrees to indemnify us and hold us harmless from any claims that may be brought against us arising from the information the Customer provide to us and any costs Stetsons will incur regarding this and pay any administration fee Stetsons may charge the Customer for providing the services described in this article.

8.3 Any customs duties, taxes, penalties, storage charges or other expenses Stetsons incurs as a result of the actions of customs or other governmental authorities or the Customer's failure and/or the receiver's failure to provide proper documentation and/or to obtain the required licence or permit will be charged to the Customer or the receiver of the shipment. In the event that Stetsons decides to charge the receiver and the receiver refuses to pay the incurred charges the Customer agrees to pay them to us together with our fee for the administration involved as well as any extra costs Stetsons will incur. Upon our first request the Customer will provide a proper guarantee for any of the duties, taxes, penalties, storage charges or any other expenses set out in this clause.

8.4 Stetsons will endeavour to expedite all customs clearance formalities for the Customer's shipment but are not liable for any delays, losses or damage caused by interference from customs officers or other governmental authorities.

9. INCORRECT ADDRESS AND P.O. BOX NUMBERS

If Stetsons are unable to deliver a shipment because of an incorrect address, Stetsons will make all reasonable efforts to find the correct address. Stetsons will notify the Customer of the correction and deliver or attempt to deliver the shipment to the

correct address although additional charges may apply if the correct address is different to the one shown on the bill or the label affixed to the Customer's shipment. Deliveries to post office box numbers are only accepted if the telephone number of the recipient is also provided and the Customer agree that in the event that Stetsons are unable to deliver the shipment at the first attempt then Stetsons may post the shipment to the recipient and proof of posting is sufficient proof of delivery.

10. UNDELIVERABLE AND REJECTED SHIPMENTS

Where Stetsons are unable to complete the delivery of a shipment Stetsons will try to leave a notice at the receiver's address stating that delivery has been attempted and the whereabouts of the shipment. If delivery has not been made after one more attempt by us or the receiver refuses to accept delivery Stetsons will try to contact the Customer and agree the appropriate next action. The Customer agrees to pay Stetsons any costs it incurs in forwarding, disposing of or returning the shipment and our charges (if any) for making a third or more delivery attempt and for the agreed appropriate next action. If the Customer does not give Stetsons timely instructions after its second attempt to deliver the shipment, it will be at its discretion to destroy or sell the content of the shipment.

11. THE CUSTOMER'S OBLIGATIONS

The Customer warrants and guarantees to Stetsons that:

- a) the contents of the shipment have been properly described on the bill ;
- b) the contents of the shipment have been correctly labelled and the label or labels have been securely fixed by the Customer in a prominent position on the outer surface of the shipment that can be clearly seen;
- c) the recipient's full address including the postcode has been entered on the bill ;
- d) the recipient's full address including the postcode has been accurately and legibly completed on an address label securely fixed by the Customer to a prominent position on the outer surface of the shipment that can be clearly seen;
- e) the contents of the shipment has been packed safely and carefully by the Customer to protect against the ordinary risks of transport including any associated sortation process;
- f) the Customer have declared the correct weight of the shipment and the Customer will provide any special equipment Stetsons may need to load or unload the shipment on or off of vehicles.
- g) the Customer has securely fixed a heavy weight label in a prominent position on the outer surface of the shipment that can clearly be seen by us for any item weighing 30 kilos or more;
- h) the contents of the shipment are not ones restricted by IATA or ICAO and are not prohibited items;

i) all applicable laws and regulations have been complied with;

j) in shipments that will be carried by us across borders the Customer has included the correct commercial invoice related to the shipment (mentioning correct "bill to" address with applicable VAT number, correct and clear description of the commodity, and the correct weight of the relevant shipment)

The Customer agrees to indemnify Stetsons and hold it harmless from any liabilities it may suffer or any costs, damages or expenses including legal costs Stetsons may incur arising out of the Customer being in breach of any of these warranties and guarantees.

12. EXTENT OF STETSONS LIABILITY

Subject to condition 13 below Stetsons limit of liability for any loss, damage or delay of the Customer's shipment or any part of it, is as follows:

a) Carriage by air

If the carriage of the Customer's shipment is solely or partly by air and involves an ultimate destination or a stop in a country other than the country of departure the Warsaw Convention (1929), or the Warsaw Convention as amended by the Hague Protocol (1955) and/or Montreal Protocol No. 4 (1975), or the Montreal Convention (1999), whichever is compulsorily applicable will apply. These international treaties govern and limit our liability for loss, damage or delay to the Customer's shipment to 19 special drawing rights per kilo

b) Carriage by road

If Stetsons carry the Customer's shipment by road within, to or from a country that is a party to the convention on the contract for the international carriage of goods by road 1956 (CMR) its liability for loss or damage to the Customer's shipment shall be governed by the CMR and thus limited to 8.33 special drawing rights per kilo. In the case of delay where the Customer can prove it has suffered a loss, Stetsons liability is limited to refunding to the Customer the charge the Customer paid Stetsons for carriage in respect of that shipment or the part which was delayed.

If Stetsons has a liability to the Customer for whatever reason including without limitation breach of contract, negligence, wilful act or default, and a) none of the conventions referred to above under 12 a) or b) apply compulsorily, or; b) such liability is not governed by any of the above mentioned conventions pursuant to 12 a) or b) above nor any other law or convention which applies compulsorily, or; c) it relates to any services not being carriage by road or air, Stetsons liability to the Customer is at all times limited to the actual cost incurred by the Customer to acquire or repair the shipment or the part affected. In the case of delay where the Customer can show that the Customer has suffered a loss Stetsons' liability is limited to refunding to the Customer the charge the Customer paid it for carriage in respect of that shipment or the part which was delayed.

13. EXCLUSIONS

13.1 Stetsons will not be liable for any loss of income, loss of profits, loss of markets, loss of reputation, loss of customers, loss of use, loss of an opportunity or for any indirect, incidental, special or consequential damages or loss howsoever arising including but not limited to the loss, damage, delay, misdelivery or non-delivery of the Customer's shipment even if Stetsons had knowledge that such damages or loss might arise.

13.2 Stetsons are not liable if the Customer's shipment or any part of it is lost, damaged, delayed or mis-delivered or not delivered or if Stetsons do not fulfil any obligations towards the Customer at all as a result of:

a) circumstances beyond our control such as (but not limited to):

- acts of god including earthquakes, cyclones, storms, flooding, fire, disease, fog, snow or frost;
- force majeure including (but not limited to) war, accidents, acts of public enemies, strikes, embargoes, perils of the air, local disputes or civil commotions;
- national or local disruptions in air or ground transportation networks and mechanical problems to modes of transport or machinery;
- latent defects or inherent vice in the contents of the shipment.
- criminal acts of third parties such as theft and arson.

b) the Customer's acts or omissions or those of third parties such as:

- the Customer being in breach of (or any other party claiming an interest in the shipment causing the Customer to breach) the Customer's obligations under these terms and conditions and in particular those warranties set out in Condition 11;
- an act or omission of any customs, airline, airport or government official.

c) The contents of the shipment consisting of any article that is a prohibited item even though Stetsons may have accepted the shipment by mistake.

14. VALUABLE GOODS

Valuable goods such as precious stones, precious metals, jewellery, money, negotiable instruments, unprotected furniture, glass or china, objects of art, antiques and important documents that include passports, tenders, share and option certificates should not be sent through our network delivery system because it involves the use of mechanical handling and automated sortation equipment together with multiple transshipments on and off vehicles. If Stetsons nevertheless carry these goods it shall be for the Customer's own risk.

15. INSURANCE

The Customer shall ensure that the goods are insured against loss, theft or damage during transit.

16. CLAIMS BROUGHT BY THIRD PARTIES

The Customer undertake to Stetsons that the Customer shall not permit any other person who has an interest in the shipment to bring a claim or action against Stetsons arising from the carriage even though Stetsons may have been negligent or in default and if a claim or action is made the Customer will indemnify us against the consequences of the claim or action and the costs and expenses Stetsons incur in defending it.

17. CLAIMS PROCEDURE

If the Customer wishes to claim for a lost, damaged or delayed shipment the Customer must comply with any applicable convention or if none applies the Customer must comply with the following procedure otherwise Stetsons reserves the right to reject the Customer's claim:

a) the Customer must notify Stetsons in writing about the loss, damage or delay within 21 days after delivery of the shipment or within 21 days of the date the shipment should have been delivered and then within the next 21 days the Customer must document the Customer's claim by sending Stetsons all relevant information about the shipment and the loss, damage or delay suffered. Stetsons are not obliged to act on any claim until its carriage charges have been paid nor is the Customer entitled to deduct the amount of the Customer's claim from the carriage charges;

b) Stetsons will assume the shipment was delivered in good condition unless the receiver has recorded any damage on our delivery record when he or she accepted the shipment. In order for us to consider a claim for damage the contents of the Customer's shipment and the original packaging must be made available to us for inspection;

c) save as otherwise provided by any applicable convention and or law the Customer's right to claim damages against us shall be extinguished unless an action is brought in a court of law within 1 year from the date of delivery of the shipment or from the date on which the shipment should have been delivered or from the date on which the carriage ended.

20. RATES AND PAYMENT

a) The Customer agrees to pay our charges for the carriage of the shipment between the locations specified on the bill /contract of carriage and any value added taxes for the carriage within 7 days from the date of our invoice. The Customer waives all the its rights to challenge our invoices if the Customer does not contest our invoice in writing within 7 days from the date of the invoice. Our carriage charges are calculated in accordance with the rates applicable to the Customer's shipment as set out in our current rate card. Stetsons may check the weight and/or volume of the Customer's shipment and if Stetsons finds that there is a discrepancy between the Customer's declared weight and/or volume the Customer agree that the weight and/or volume that Stetsons determine may be used for the purpose of our calculation. As a matter of course all import duties, value added taxes on goods and all other charges levied on

the shipment in the destination country shall be payable to us by the receiver upon delivery of the shipment and if the receiver refuses to pay the Customer agree to pay us these amounts in full within 7 days of us notifying the Customer that the receiver has not paid. The Customer agrees that Stetsons may charge interest on all invoices not paid within 7 days from the invoice date at the rate of 2% above Prime rate. The Customer agrees to pay Stetsons reasonable and proper cost of collection of invoices not paid within seven days from the invoice date.

b) Our current rate card is available on request from any of our offices in the country from which the shipment is invoiced. Stetsons charge for either the actual weight of the shipment or the volumetric weight of the shipment whichever is the higher and the volumetric weight is calculated in accordance with the volumetric conversion equation set out in our rate card.

c) The door to door delivery rates shown on our current rate card include provision for simple customs clearance formalities and Stetsons reserves the right to charge an extra administration fee where time-consuming excessive customs clearance work is needed to enable us to deliver the Customer's shipment to the receiver. Additional charges may therefore be applied in some countries for complex customs clearance activities and these include but are not limited to shipments that require:

(i) formal customs entries involving more than three different commodities.

(ii) customs bonds or the need to deliver goods under a customs bond.

(iii) temporary import facilities

(iv) clearances involving a government department other than the customs authority

Stetsons may make advance payments of import duty, taxes, penalties or have to post bond on behalf of the importer and where this additional service is provided a local administration fee will be charged to the receiver and the Customer will be liable for this charge if he or she does not pay us.

d) The Customer may give Stetsons special invoicing instructions or agree with the receiver of the shipment or another third party that he or she will pay our charges and/or any duties, taxes, penalties, bonds, assessments, expenses, surcharges and fines levied or incurred by us in connection with the shipment. If the receiver or other third party refuses to pay our charges for the carriage or reimburse Stetsons for any of the above costs the Customer agrees to pay these amounts within 7 days of us notifying the Customer of the refusal to pay.

e) Stetsons invoice does not include a copy of the Proof of Delivery (POD) or any other additional documents.

f) Stetsons invoices must be paid in the currency stated in the invoice or otherwise in a local currency against exchange rates provided by us.

g) Stetsons shall hold a general lien on all the Customer's shipments in its possession at any one time that gives us the right to sell the contents and retain the proceeds of

sale in settlement of any amounts that the Customer may owe us for previously carried or delivered shipments.

20. THE CUSTOMER'S INDEMNITY IN RESPECT OF EMPLOYEES

The Customer agree to indemnify Stetsons against and keep us harmless from all costs, claims, liabilities and demands of any nature arising directly or indirectly from the redundancy selective re-employment or transfer of any employee or former employee of the Customer's or of any supplier or former supplier to the Customer or of any third party which may in any way arise from the commercial relationship between us and the or under any other applicable employment legislation.

21. LAW AND JURISDICTION

a) In the event that any term or condition is declared invalid or unenforceable such a determination shall not affect the other provisions of this contract of carriage all of which remain in force

b) Disputes arising from or related to this contract of carriage shall be subject to the laws and the courts of South Africa.