

1. DEFINITIONS

1.1. In these trading terms and conditions, the following words shall bear the meanings assigned to them below:

1.2. "The Company" means Motion Supply Chain Solutions Proprietary Limited registration number 2010/005169/07 and include the Company's servants and agents and any persons carrying any Goods forming the subject matter of this contract under an interim's of a sub-contract with the Company, or if it exercises its rights under clause 3 the member of the group in respect of which it exercises its rights.

1.3. "The Customer" means the party who instructed the Company to perform the services on the Customer's behalf, whether acting on his own behalf or in his capacity as agent or in any other capacity for a third party, or any other person at whose request or on whose behalf the Company undertakes any business or provides any advice, information or service.

1.4. "The Goods" means any Goods handled, transported, or dealt with by, or on behalf of or at the instance of the Company or which come under control of the Company or its Agents, Servants or Nominees on the instructions of the Customer.

1.5. "The Group" means the Company and any Company which is a holding Company, subsidiary of the Company, fellow subsidiary or subsidiary of the holding Company.

1.6. "Dangerous Goods" includes those classified as such by Spoornet, a division of Transnet, or which are considered by the Company to be dangerous, or which are classified as hazardous or dangerous in terms of the Hazardous Substances Act 15 of 1973, as amended, or as contemplated in Section 53(1)(d) of the Consumer Protection Act 68 of 2008.

1.7. "Transportation" shall mean, without restricting the generality of this term, Transportation, conveyance, packing, unpacking and warehousing, (when necessary) storing and/or safekeeping of any Goods and the acquiring of permits, authorities and the like.

2. MEMBERS OF THE GROUP RENDERING THE SERVICES TO THE CUSTOMER

The Company may at its election perform all and any business undertaken or provide advice, information or services, whether gratuitous or not, either itself or it may procure that any member of the Group undertakes such business or provides such advice, information or services as principal upon and subject to the terms and conditions contained herein which shall apply to the Customer and any such member of the Group.

3. NO VARIATION OF CONDITIONS

This agreement shall be subject to the conditions stated herein unless specifically varied by both parties in writing, and these conditions shall at all times take precedence over any terms, conditions or stipulations contained in any of the Customer's documentation. Should the Customer in any way purport to attach any conditions which vary, amend or are in conflict with the conditions set forth herein, then, notwithstanding anything to the contrary stipulated by the Customer, the conditions set forth herein shall prevail and be of full force and effect unless specifically varied in writing with specific reference to the Customer's contrary documentation.

4. REMUNERATION

4.1. In the absence of any written agreement to the contrary, the remuneration payable to the Company by the Customer will be in accordance with the tariffs as quoted, and accepted by the Company.

4.2. The Company's tariffs are subject to review by the Company with prior notice to the Customer.

4.3. The Customer shall be liable for any duty, tax, impost, fine or outlay of whatsoever nature levied by the authorities of any port or place in connection with the Goods and shall reimburse the Company for any such amount disbursed or losses sustained by the Company in connection therewith.

4.4. In the event of the Company being obliged to take out or obtain any licenses or permits, or to comply with the requirements of any lawful authority, the Company shall be entitled to charge an additional fee to cover any expenses resulting therefrom not already included in the Company's standard tariffs.

4.5. In the event of the Company being obliged to deviate from the route selected by it, or to carry the Goods over another route, for any reason whatsoever, including but not limited to adverse weather conditions, impassable or dangerous roads, bridges, pontoons and ferries, or the instructions of any competent authority. The Company shall be entitled to charge an additional remuneration in proportion to the result in extra distance travelled.

4.6. The Company shall incur no liability in consequence of the fact that there may be a change in the amount in duty, wharfage, freight, railage or cartage, or any other tariff, before or after performance by the Company of any act involving the less favourable rate or tariff by virtue of the fact that a saving might have been affected in some way, had any act been performed at a different time.

4.7. The tariffs charged by the Company are subject to escalation from time to time on notice to the Customer.

5. PAYMENT OF REMUNERATION

5.1. In the absence of any special provisions to the contrary, payment shall be effected by the Customer to the Company by either an electronic funds transfer ("EFT"), cheque or by debit order. Payment will be made 30 (thirty) days from date of statement, or as agreed to in writing by the Company

5.2. The Customer will provide the Company within 48 hours of making a payment, a remittance advice, which document will stipulate where the payments are to be allocated to, failing which, the Company may in its absolute discretion be entitled to appropriate all payments made by the Customer towards the payment of any debt or obligation of whatsoever nature owing by the Customer to the Company, irrespective of when such debt or obligation arose.

5.3. Interest will accrue on all payments not made on due date at the maximum rate allowed by law from the due date for payment to the date on which payment is effected.

5.4. The Customer may not raise any claim, dispute or counterclaim as a reason for deferring payment and the Customer may not withhold any payment or set off any claim or counterclaim which it may wish to raise against the amount invoiced by the Company.

6. DEBTING FEES AND DISBURSEMENTS

The Company shall be entitled to raise a debit and obtain payment in respect of any fee or disbursement incurred by it.

7. CONDITION OF GOODS

The onus of proving the quantity, type, physical properties and composition and the condition of the Goods and/or the condition of any container at the time of receipt thereof by the Company shall at all times remain with the Customer, and no delivery note, receipt or other documentation furnished or signed at such time, by or on behalf of the Company, shall constitute conclusive proof thereof.

8. DANGEROUS GOODS

8.1. Unless otherwise agreed in writing, the Customer warrants that all Goods transported are fit to be so transported in the ordinary way and are not dangerous.

8.2. Unless otherwise agreed in writing, the Company will not transport any dangerous, corrosive, noxious, hazardous, inflammable or explosive Goods or any Goods, which in its opinion are likely to cause damage.

8.3. The Customer shall be liable for all losses or damage caused to the Company or third parties by all Goods transported, and hereby indemnifies the Company against any claims arising in connection therewith.

8.4. Should the Company agree to transport any Dangerous Goods for any purpose:

8.4.1. The Customer shall furnish with the Goods, a written declaration detailing the trade name, chemical composition and characteristics of the Goods.

8.4.2. The Customer shall ensure that the Goods bear the warning labels and declarations required in terms of the laws and regulations applicable to the transportation of Dangerous Goods.

8.4.3. If, in the opinion of the Company, any Goods, (whether they have been declared as dangerous or not) become a danger to any person or property, the Company shall be entitled immediately and without notice to the Customer to dispose of the Goods in question or take such other steps as at, in its sole discretion, it deems prudent to advert danger. In such event the Company shall:

(i) Not be liable under any circumstances whatsoever for the value of the Goods or for any other loss, sustained by the Customer as a result of such disposal; and

(ii) Still be entitled to recover from the Customer its remuneration for the transporting of the Goods together with any costs incurred by its disposing of them or taking other steps.

9. LOADING AND OFF-LOADING

9.1. The Customer shall ensure that the Goods are ready for loading on the date specified and all documentation necessary in connection with the Goods and the Transportation thereof shall be fully and correctly prepared.

9.2. The Customer shall deliver the Goods onto the vehicle nominated by the Company and shall take delivery therefrom, and shall be fully responsible for the loading and off-loading thereof.

9.3. Other than when the Company is instructed in writing to pack the Goods, the Customer shall ensure that the goods will be sufficiently packed and prepared for transportation.

9.4. The Company's employees may assist with the loading and offloading where such assistance is customary and practicable, and where contracted for, but such assistance shall be rendered at the sole risk of the Customer without any liability for any loss or damage arising therefrom attaching to the Company.

9.5. The Customer undertakes to provide or procure the provision of safe and adequate labour and equipment for loading and off-loading and safe, convenient and adequate loading and off-loading points and access to any such loading and offloading points.

9.6. The Customer shall also ensure that, at all places where the loading and offloading of Goods takes place, there will be safe, suitable and adequate access and loading and offloading facilities.

9.7. The Customer undertakes to ensure that the Company's vehicle is suitable clean for the purpose of receiving and conveying the Goods before the loading of the Goods in the contracted vehicles.

9.8. The Customer undertakes to ensure that the Goods are off-loaded into the correct tank, vessel or container store or warehouse, as the case may be.

9.9. The Customer warrants that if any Goods require special appliances for loading or off-loading of the vehicle, those appliances will be available at the point of collection or place of delivery of the consignment at the Customer's expense.

9.10. Goods left on the Company's vehicle/s for any reason to suit the convenience of the Customer or the consignee, are held at the sole risk of the Customer or the consignee, as the case may be. Pending forwarding and delivery, Goods may be warehoused or otherwise held at any place/s at the sole discretion of the Company, at the Customer's risk and expense.

9.11. When off-loading is completed the Customer shall inspect the vehicles, as the case may be, to verify that the complete consignment has been off-loaded.

9.12. The Company shall not be responsible for any loss or damage to any Goods arising from the loading or off-loading thereof.

9.13. The Company shall not be responsible for any loss or damage arising from the loading and off-loading of the vehicles and the Customer indemnifies the Company against any claims which may be brought against the Company arising out of such loading, off-loading, overloading, unsafe loading or out of the nature of any defect in the Goods concerned.

9.14. The maximum loading and offloading time allowed to the Customer shall be 3 hours unless otherwise agreed to in writing by the Company. Loading time shall be deemed to commence at the time when the vehicle to be loaded arrives at the entrance to the property on which the loading point is situated.

9.15. After completion of loading, the Customer shall verify the correctness of all the details contained in the Customer's delivery documents.

9.16. The Customer shall ensure, prior to the Goods being off-loaded, that the Goods to be off-loaded are the precise Goods which are contracted to be off-loaded, that during off-loading clear and precise off-loading and delivery instructions are given, that the Goods are off-loaded at the correct place and/or off-loading point, and that immediately after off-loading the Goods off-loaded comprise the correct quantity and are in good order and condition.

9.17. Where the Customer is not the consignor and/or consignee, the consignor and/or consignee and their servants and agents shall be deemed to be agents of the Customer and/or be authorised to act on the Customer's behalf.

10. ABNORMAL LOADS

The carriage of Goods on behalf of the Customer constituting abnormal loads shall be subject to the following special terms and conditions:

10.1 Adequate notice shall be given to the Company to enable it to prepare drawings of such loads, route surveys and local authority clearances and to submit these items to the Provincial and/or local authorities (and where applicable to Eskom and the Telkom Authorities) for their respective consents;

10.2 The Customer shall bear the costs of obtaining the consents from the above authorities, removing and replacing any obstacles during loading, off-loading or en route, raising and reinstating overhead wires, switching the electric power off and on, traffic escorts required and pavement and obstruction fees levied by the authorities concerned, and any other additional services incidental to and necessary for the carriage of such loads where such costs have not been included in the tariffs quoted by the Company;

10.3 The hours and speed of such Transportation are subject to regulation by the authorities concerned;

10.4 The Company shall not be liable for any damages whatsoever caused by the passage of such loads and the Customer hereby indemnifies the Company against all liability and claims whatsoever by any third party whatsoever for:

10.4.1 Any such damages to or suffered by the third party and for any consequential loss or damage arising therefrom;

11. QUOTATIONS

11.1. Quotations are based, amongst other things, on quantities, densities, dimensions, mass, properties, other technical data, available loading and off-loading hours and other information supplied by the Customer and are accepted by the Company in good faith under representation by the Customer. Any variance therefrom shall entitle the Company to require the tariff as quoted to be adjusted to take into account such variance, or to suspend performance, or cancel the Contract, without thereby incurring any liability whatsoever and in the event of any such cancellation reserving to itself the right to claim from the Customer such damages as the Company may have suffered.

11.2. The Company shall be entitled at any time, by notice to the Customer, to cancel or resile from any quotation or executor agreement in circumstances where it becomes impossible for the Company to carry out the contract at the quoted rate and the Customer shall have no claim whatsoever against the Company for any loss the Customer might incur. All quotations and agreements are subject to revision without prior notice to the Customer.

12. CUSTOMER WARRANTIES AND UNDERTAKINGS

The Customer is bound by and warrant in favour of the Company:

12.1. The accuracy of all information and specifications furnished to the Company. The Customer indemnifies the Company against all expenses, claims or fines arising from any inaccuracy or an omission of information or specifications (even if the inaccuracy or omissions of information or specifications occurs without negligence).

12.2. That the carriage of Goods will not violate or infringe any act, regulation or law and the Customer hereby indemnifies and hold the Company harmless against any claims and/or damages, which the Company may suffer by virtue of the

Customer's breach of this warrantee.

12.3. That the Goods are the Customer's sole property, alternatively, the Customer is authorised by the person owning the Goods to enter into this contract subject to these terms and conditions, and the Customer hereby indemnifies the Company against any claim of any nature made by the owner.

12.4. That in authorising the Customer to enter into any contract with the Company and/or in accepting any document issued by the Company in connection with such contract the owner, sender or consignee is bound by these trading terms and conditions for itself and its agents and for any parties for whose benefit it or its agents may act, and in particular, but without prejudice to the generality of the foregoing, it accepts that the Company shall have the right to enforce against them, jointly and severally, any liability of the Customer under these trading terms and conditions or to recover from them any sums to be paid by the Customer, which upon proper demand have not been paid or leaving any loading or off-loading sites, howsoever such damage is caused, whether as a result of loading, off-loading or whether as a result of the sites not being in a proper or good state of repair and/or whether such damage occurs because such sites are not level and clear.

The Customer shall be liable for such damage, whether same is direct, indirect or consequential. Similarly, should any of the Company's vehicles and/or any portion thereof and/or its equipment be damaged while such vehicles are in transit through any other fault of the Customer and/or its servants or agents, and whether as a result of loading or otherwise or whether as a result of the load itself, the Customer shall be responsible and shall compensate the Company for any such damage, whether the same be direct, indirect or consequential.

13. DEMURRAGE

The Company shall not be liable for the demurrage or storage charges of any nature whatsoever and howsoever arising. Where any such demurrage and/or storage charges are charged to the Company, such charges shall be refunded to the Company by the Customer on demand. The Customer hereby appoints the Company irrevocably and as its agent and its name, place and stead, to contract for the storage of the Goods upon such terms and conditions as the Company may, in its sole discretion, elect and without any liability whatsoever, attaching to the Company to attend to such storage.

14. SUB-CONTRACTING

The Company reserves the right to employ sub-contractors to act for it on its behalf. Where the Company employs independent third parties to perform all, or any of the functions required of the Company, the Company shall have no responsibility or liability to the Customer for any acts or omissions of such third parties. However, if the Company is suitably indemnified by the Customer against all costs (including attorney and own client costs) thereof, the Company shall take such action against the third party concerned, on the Customer's behalf and in the name of the Customer, as the Customer may direct.

15. PERMITS AND CONSENTS

If any permit, consent or approval to transport Goods is required by law or regulation, none of the Company's obligations or duties shall take effect unless, and until it obtains the relevant permit, consent or approval. The Customer shall provide all assistance and information required by the Company for the purpose of applying for, or obtaining any such permit, consent or approval.

16. DELAY

The Company shall not be liable for any delay occasioned by compliance with any instructions issued by the police or any competent authority, but any extra charges and costs incurred by the Company as a result of compliance with any such instruction shall be added to its charges.

17. CLAIMS

Without limiting and without prejudicing the provisions of these conditions the Customer shall notify the Company of any loss, damage, complaint or claim within 24 (twenty-four) hours from the off-loading, or in the case of late delivery or non-delivery of the Goods within 24 (twenty-four) hours from the scheduled time of off-loading and shall confirm such notification in writing to be received by the Company within 72 (seventy-two) hours of such off-loading or scheduled time of off-loading, as the case may be.

18. INDULGENCE AND WAIVER

No relaxation or indulgence, which either party may grant to the other party shall constitute a waiver of the rights of the first mentioned party and shall not preclude the first mentioned party from exercising any of its rights which may have arisen in the past or which might arise in the future.

19. APPLICABLE LAW

19.1. The proper applicable law of this agreement is the law of the Republic of South Africa, and accordingly, any dispute in connection with this agreement, including any dispute about its validity, existence, interpretation, rectification, breach or termination or any dispute about any matter arising out of this agreement, its avoidance, interpretation, rectification, breach or termination shall be determined in accordance with the laws of the Republic of South Africa.

19.2. The parties consent to the jurisdiction of the Magistrates Court notwithstanding that any claim may exceed the ordinary jurisdiction of the Magistrates Court.

20. DISPUTES

In the event of any dispute, both parties shall be obliged to perform their obligations in terms of this agreement, pending the resolution of the matter.

21. BREACH

21.1. Both parties agree and acknowledge that in the event of:

21.1.1. either party breaching any of the terms of this agreement;

21.1.2. the Customer failing to pay any amount due and payable on due date;

21.1.3. the Customer suffering any civil judgment to be taken or entered against it;

21.1.4. the Customer causing a notice of surrender of his estate in terms of the Insolvency Act 24 of 1936, as amended;

21.1.5. the Customer dying;

21.1.6. the Customer's estate being placed under any order of provisional or final sequestration, winding up or judicial management, as the case may be:

21.2. Then the entire amount owing by the Customer to the Company shall immediately become due and payable, and:

21.2.1. the Company shall, without detracting from any other remedies which may be available to it, in the event of circumstances contemplated in this clause be entitled to summarily cancel this agreement without notice to the Customer, or to claim specific performance of all the Customer's obligations whether or not otherwise then due for performance in either event without prejudice to the Company's right to claim damages;

21.2.2. alternatively, in the event of circumstances contemplated in 21.1, the aggrieved party shall be required to give the other 20 days' notice within which to remedy that breach, failing which the aggrieved party shall be entitled to either claim specific performance, alternatively to cancel the agreement and claim damages.

22. SEVERABILITY

If any provision of these terms and conditions is unenforceable, then the Company shall be entitled to elect (which election may be made at any time) that such provision shall be severed from the remaining provisions of these terms and conditions which shall not be effected and shall remain of full force and effect.

23. NATIONAL CREDIT ACT

Notwithstanding the preceding provisions of these terms and conditions, in the event that the National Credit Act 2005 ("the Act") is applicable to this agreement, then:

23.1. Should payment which is due in terms of these agreed terms and conditions not be paid on the due date, then an incidental credit agreement shall be deemed to be concluded, 20 (twenty) business days after the Company first charges interest on the overdue amount;

23.2. The provisions of the Act, insofar as they apply to an incidental credit agreement, shall apply to the sale of goods or supply of services by the Company to the Customer;

23.3. The Company shall be obliged to comply with the provisions of the Act before being entitled to commence any legal proceedings against the Customer to enforce this agreement;

23.4. The Company shall be entitled to recover from the Customer all costs and charges permitted in terms of the Act; and

23.5. If any provision of these terms and conditions are in conflict with the Act, the relevant provisions shall not apply or shall be read subject to the Act.

24. GENERAL

24.1. The Customer selects as its domicilium citandi et executandi the address provided and reflected below, for service of all legal process. The Company selects its domicilium citandi et executandi as Twickenham Building, The Campus, Bryanston Telephone number (011) 575 6569, Facsimile Number (011) 576 6000.

24.1. If the Company deems it impossible, impractical or hazardous for either the Company or the Customer to continue to fulfil its obligations in terms of these Terms by reason of riots, strikes, lock-outs, labour disturbances, boycotts, Acts of God, economic sanctions, industrial legislation, war, terrorism, civil commotion or disturbances, or any other cause or matter beyond the reasonable control of the Company or Customer, as the case may be, and such action results in the delay/suspension of services for more 30 days, the Company shall be entitled, at its sole discretion, to terminate these Terms without having to furnish reasons for such termination and without any liability to the Customer. The Customer shall be liable for costs incurred up to and including the date of termination.

ACCEPTED BY:

NAME SIGNATURE DATE:

WITNESS:

NAME SIGNATURE DATE:

PLACE:

For and on behalf of the Customer who warrants that he/she is authorized to act on behalf of the Customer.

ACCEPTED BY:

NAME SIGNATURE DATE:

WITNESS:

NAME SIGNATURE DATE:

PLACE:

For and on behalf of the Customer who warrants that he/she is authorized to act on behalf of the Customer.