

CREDIT APPLICATION

For the purposes of this document and its respective Annexures, Lovemore Bros. Transport (Pty) Ltd, Reg No. 2007/014992/07, will be referred to as "the Creditor"

- The General Deed of Suretyship and Indemnity is attached to this document and set out under Annexure A as a separate item to be completed
- The Terms and Conditions of Credit is attached to this document and set out under Annexure B
- The General Conditions of Contract is attached to this document and set out under Annexure C
- All pages must be initialed in the spaces provided

Registered / Full Name of Applicant						
Trading Name of Applicant						
Legal Entity	<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Partnership	<input type="checkbox"/> Close Corporation	<input type="checkbox"/> Company	<input type="checkbox"/> Trust	<input type="checkbox"/> Other
Registration / Identity Number		VAT Registration Number				
Nature of Business						
Year Business Commenced		Do you conduct business under any other trading name?		<input type="checkbox"/> Yes	<input type="checkbox"/> No	
If yes, Trading Name						
Postal Address <small>(For invoicing purposes)</small>					Code	
Physical Address <small>(Principal place of business)</small>					Code	
Senior Management Contact		Accounts Department Contact				
Telephone Number		Fax Number				
Cell No. (Snr Management)		Email				
Are you BEE Compliant?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	If yes, please indicate your contribution level			

Details of Directors / Members / Partners / Owners

Full Names		Do you own any fixed property?
Identity Number		<input type="checkbox"/> Yes <input type="checkbox"/> No
Address		
Full Names		Do you own any fixed property?
Identity Number		<input type="checkbox"/> Yes <input type="checkbox"/> No
Address		
Full Names		Do you own any fixed property?
Identity Number		<input type="checkbox"/> Yes <input type="checkbox"/> No
Address		

Financial References

Name of Auditors

Contact Person Tel Number

Email Fax Number

Address

Name of Banking Institution

Account Number Type of Account

Branch Number Branch Name

Number of years with Bank?

Is the business currently involved in any legal dispute? Yes No

Has the business been involved with any compromise with creditors? Yes No

Has the business ceded its debtors? Yes No

If yes, to whom?

Has the Applicant or any of its Directors / Members been declared insolvent or been placed under administration or been subject to a debt review? Yes No

Trade References

	Reference 1	Reference 2	Reference 3
Name of Business	<input type="text"/>	<input type="text"/>	<input type="text"/>
Contact Person	<input type="text"/>	<input type="text"/>	<input type="text"/>
Email	<input type="text"/>	<input type="text"/>	<input type="text"/>
Telephone Number	<input type="text"/>	<input type="text"/>	<input type="text"/>
Nature of Business	<input type="text"/>	<input type="text"/>	<input type="text"/>
Approx spend p/m	R <input type="text"/>	R <input type="text"/>	R <input type="text"/>

Rented Premises

In the event of your business premises being rented please provide the following detail

Landlord's name

Tel Number Email

Immovable Property

Does the Applicant own any Fixed Property? Yes No *If yes, please give details...*

Address (Property 1) Address (Property 2)

Estimated Value R Estimated Value R

Bond Holder Bond Holder

Monthly Purchase Limit Request

Monthly Credit Request R

Additional Information

Is there any other material information that the Applicant would like to disclose?

Application

I/We hereby acknowledge, agree and consent that -

- Accounts are to be paid 30 days from Statement and no settlement discounts are permissible unless agreed to in writing; and
- I/We have read and understood the attached Terms and Conditions of Credit set out in Annexure B and that I/we accept and agree to abide by them; and
- I/We have read and understood the attached General Conditions of Contract set out in Annexure C, and that I/we accept and agree to abide by them; and
- I/We will fully and truthfully answer all and any requests for information made of me/us on behalf of the Company in the application and subsequent conclusion of any contract with the company; and
- I/We have disclosed to the company all material information required by the company to enable the Company to make an informed decision regarding the desirability for the Company to open a Trading Account for me/us; and
- For the purpose of opening a facility and the establishment of the requested limit, the Company is entitled to conduct a complete and extensive credit assessment of me/us. Such assessments may include registration, enquiries or searches with any registered Credit Bureau and/or the National Credit Register, and the Company will keep a record of that search; and
- Where the Trading Account is in arrears, any outstanding sum that is not liquidated in full on due date and / or a payment instrument is dishonoured, the Company is hereby authorized to disclose such arrears or failure to a Credit Bureau, Industry Forum or Credit Grantor.

Dated at on this day of 20

Signature

Full Names (printed)

Witness

Signature

Full Names (printed)

Entity Stamp

Required Documentation

Please attach the following applicable Documentation to your Application

- CK Documentation
- Copy of VAT Certificate
- Copy of BEE Certificate (if required)

FOR OFFICE USE ONLY

Initiator in Lovemore Bros Transport (Pty) Ltd

Applicant's Name

Date Application Received

Trade Reference Questionnaire

	Reference 1	Reference 2	Reference 3
Name of Business	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
Person spoken to	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
Tel Number	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
Date Account opened	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
Approximate monthly purchases	R	R	R
Applicant payments	30 DAYS	60 DAYS	90 DAYS
How do you classify this account?	SLOW	FAIR	GOOD
Comments	<input style="width: 100%; height: 40px;" type="text"/>	<input style="width: 100%; height: 40px;" type="text"/>	<input style="width: 100%; height: 40px;" type="text"/>
Debtors' Controller	<input style="width: 100%;" type="text"/>		
Bank report applied for?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Credit limit agreed	R	Terms agreed <input style="width: 50px;" type="text"/> days	
Directors' Comments	<input style="width: 100%; height: 40px;" type="text"/>		

Acceptance

Application accepted by Lovemore Bros Transport Ltd at New Germany on this Day of 20

Director's Signature

Full Names (Printed)

Initiator advised on this date

Applicant advised on this date

ANNEXURE A

GENERAL DEED OF SURETYSHIP AND INDEMNITY

**** Please note that if additional persons are required to sign as Surety and Co-Principal Debtor for this Trade Account, they should either duplicate this form and fill it out accordingly, or request an additional copy from Lovemore Bros.**

I, the undersigned,

(Full name of Surety)

of

(Residential Address)

do hereby bind myself jointly and severally as Surety and Co-Principal Debtor and in favour of
LOVEMORE BROS TRANSPORT (PTY) LTD (Reg No. 2007/014992/07), or its successors in title or assigns,
 (hereinafter referred to as “the Creditor”)
in solidum with

(Name of Debtor and Company Registration Number)
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(hereinafter referred to as “the Debtor”)

for the due payment of every sum of money which may now or at any time hereafter be or become owing by the Debtor to the Creditor from whatsoever cause or causes arising, and for the due performance of every other obligation, howsoever arising, which the Debtor may now or at any time hereafter be or become bound to perform in favour of the Creditor.

I hereby agree that:

- 1 these presents shall establish a continuing covering liability on my part for whatever amount/s and whatever other obligation/s will be owing by the Debtor to the Creditor for the time being, notwithstanding any intermediate discharge or settlement of or fluctuations in the account and notwithstanding the death, insolvency (which term shall for all intents and purposes of these presents include sequestration, surrender, winding up and judicial management) or legal disability of the Debtor, or of any other surety/ies for and/or co-principal debtor/s with the Debtor, until the Creditor will have agreed in writing to cancel these presents, provided that:
 - 1.1 the Creditor shall be obliged to agree in writing to such cancellation at my written request if, and only if, at the time such request is communicated to the Creditor there is no actual or contingent indebtedness or other obligation whatsoever owing by the Debtor to the Creditor and no contract whatsoever in force between the Debtor and the Creditor, and
 - 1.2 if there be more than one of us, such request shall not be capable of being made except by all of us who are bound hereunder at the time the same is made;
- 2 these presents shall be and remain binding on the other or others of us notwithstanding the death, insolvency or other legal disability of any one or more of us and notwithstanding that it may for any other reason have ceased to be binding in whole or in part on any one or more of us;
- 3 without restricting the generality of anything hereinbefore contained, my liability hereunder shall not be limited to the principal sum of any indebtedness of the Debtor to the Creditor but shall also cover all amounts making up the indebtedness, including in particular, interest, commissions, stamps and other charges;
- 4 it shall at all times be in the discretion of the Creditor to determine the extent, nature, duration and terms of any facilities to be allowed to the Debtor;
- 5 all admissions or acknowledgements of indebtedness by the Debtor shall be binding on me;
- 6 a certificate signed by any director of the Creditor as to the existence and amount of the indebtedness of the Debtor to the Creditor at any time and as to the fact that the same is due and payable shall be sufficient proof, for the purposes of provisional sentence or summary judgement against me or any one or more of us in any competent of court, of the existence of the debt/s referred to in such certificate, and amount/s owing thereon and the fact that such amount/s is/are liquidated, due and owing and has/have not been paid;
- 7 no extension of time or other indulgence in respect of any payment or performance, no delay or omission in demanding or enforcing any payment or performance, no whole or partial release from liability and no compromise or other arrangement in respect of the extent, amount, duration, reduction or postponement of liability, granted or allowed by the Creditor to the Debtor or to me or any one or more of us or to any other surety/ies for and/or co-principal debtor/s with the Debtor, and no realisation, release or abandonment (wholly or partially) of any security for any indebtedness covered hereby, shall discharge me or the other/s of us, as the case may be, from liability hereunder *in solidum*;
- 8 in the case of death, insolvency or other legal disability of, or any general assignment, compromise, composition, scheme or arrangement entered into by or affecting the debts or obligations of, the Debtor or any one or more of us or any other surety/ies for and co-principal debtor/s with the Debtor;
 - 8.1 the Creditor shall be entitled to prove its claim against the estate concerned or in the winding up, judicial management, assignment, compromise, composition, scheme or arrangement concerned to the full extent of such claim, and neither the proof of such claim nor the expected receipt of any dividend/s or payment/s in respect thereof, shall in any way affect or derogate from the Creditor's right to recover from me or the other/s of us, as the case may be, the amount/s for which such claim is proved and any other sum/s for which I or the other of us, as the case may be, may be or become liable to the Creditor hereunder;

- 8.2 any dividend/s or other payment/s actually received by the Creditor from the estate concerned or out of the winding up or judicial management concerned, or in terms of such assignment, compromise, composition, scheme or arrangement, shall (as far as I, or, as the case may be, the other/s of us, will be concerned) either, at the Creditor's option:
- 8.2.1 be applied on account of the Debtor's indebtedness to the Creditor, without released me or the other/s of us from liability to the Creditor for the balance of such indebtedness; or
 - 8.2.2 be treated and held by the Creditor as cash security for the liability hereunder of me, or the other/s of us, as the case may be, to the Creditor until such time as the Creditor will choose to apply the same towards such liability or, whichever is the sooner, until the Creditor will have recovered the full amount of such liability, provided that after the Creditor will have recovered from all sources the full amount of the indebtedness, any surplus of such cash security then held by it shall be paid over by the Creditor to me in equal shares or, as the case may be, the other of us or the others of us in equal shares, and provided further that the Creditor shall not be liable for the payment of interest on any such cash security; and
- 8.3 all costs of any incidental to the proof of the Creditor's claim against such estate or in such winding up, judicial management, assignment, compromises, composition, scheme or arrangement, as well as all costs and expenses of maintaining, conserving and/or realising any security which the Creditor may hold for its claim and all sums, including any contribution, payable by the Creditor in consequence of the proof of its claim, shall be recoverable by the Creditor from me or the other of us or the others of us jointly and severally, as the case may be;
- 9 the Creditor shall at all times be entitled to apply any amount/s received by it from the Debtor or from me or from any one or more of us or from any other surety/ies for and/or co-principal debtor/s with the Debtor, or from the proceeds of any relevant security or otherwise, to such debt/s of the Debtor as the Creditor may in its discretion decide and whenever the Creditor may in its discretion think fit to do so;
- 10 each of such shall be bound *in solidum* in terms of these presents, irrespective of whether or not the other or others of us referred to herein will have executed this document or become bound in terms hereof;
- 11 without prejudice to anything hereinbefore contained, these presents shall apply to and cover the Creditor in respect of:
- 11.1 any claim/s which it may have acquired or may in future acquire against the Debtor from any company, person, partnership, association or other legal personae whomsoever or whatsoever, whether by cession or otherwise; and
 - 11.2 any present or future liability of the Debtor to the Creditor as surety for and/or co-principal debtor and/or indemnifier and/or intercessor for or with any other person, firm, company, partnership or association whomsoever or whatsoever, and that the provisions of this clause shall be construed accordingly.
- 12 I renounce the benefits of the legal exceptions "*excussion*", "*division*", "*cession of action*", "*non causa debiti*", "*no value received*", "*revision of accounts*" and "*de duobus vel pluribus reis debendi*", with the full meaning and effects whereof I declare myself to be acquainted.
- 13 In terms of Section 45 of the Magistrate's Court Act, 1944, I hereby consent to the jurisdiction of the Magistrate's Court having jurisdiction under Section 28 of the said Act in respect of any action to be instituted against me or any one or more of us by the Creditor. It shall nevertheless be entirely within the discretion of the Creditor whether to proceed against me in such Magistrate's Court or to do so in any other court having jurisdiction.
- 14 I hereby choose *domicilium citandi et executandi* for all purposes arising out of these presents at:

(Insert physical address)

- 15 If I am or any one or more of us is a company, each such company hereby warrants to the Creditor that it has a material interest in securing the indebtedness covered by these presents, which is entered into for its benefit, and I (the person/s signing these presents on behalf of any such company) shall be deemed by virtue of my signature hereto to be party with such company, to the foregoing warranty in my personal capacity and to warrant jointly and severally to the Creditor that I am duly authorised to execute these presents on behalf of such company.

Signed at on this day of 20

in the presence of the undersigned witnesses.

Signature of Surety	<input style="width: 400px; height: 40px;" type="text"/>
Full Names	<input style="width: 900px;" type="text"/>
Identity Number	<input style="width: 400px;" type="text"/>

	Witness 1	Witness 2
Signature	<input style="width: 95%; height: 40px;" type="text"/>	<input style="width: 95%; height: 40px;" type="text"/>
Full Names	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
Identity Number	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

ANNEXURE B

TERMS AND CONDITIONS OF CREDIT

Note: By submitting this credit application form, the Debtor authorises the Creditor to make reasonable enquiries to verify and research any details provided on this credit application form, including enquiring as to the Debtor's credit profile on any credit bureau. Furthermore, the Debtor authorises the Creditor to disclose the existence and conduct of the Debtor's account with the Creditor, whether still current or not, to any credit bureau or other credit grantor.

1. Orders

- 1.1. Orders by the Creditor for the Creditor's services shall be made in writing to such address, person or telefax number as may be nominated by the Creditor from time to time.
- 1.2. Oral orders shall similarly be capable of acceptance by the Creditor, but the Creditor will not be responsible for any errors or misunderstandings occasioned by the Debtor's failure to make orders in writing.
- 1.3. Orders shall constitute irrevocable offers to engage the services of the Creditor and shall be capable of acceptance by the Creditor by the performance of the work or by the written acceptance or confirmation of the order.

2. Payment

- 2.1. The Debtor acknowledges that credit facilities granted are payable within 30 days of statement.
- 2.2. Any disputes on the invoice by the Debtor must be raised within 7 working days of date of invoice
- 2.3. The Debtor shall not be entitled to claim set off or deduction in respect of any payment due by the Debtor to the Creditor for goods or services supplied.
- 2.4. The Creditor's invoices and statements addressed to the Debtor shall be deemed to be prima facie proof of delivery and receipt of the goods reflected thereon to the Debtor
- 2.5. The Creditor may withdraw credit facilities at any time without prior notice and the Creditor reserves the right to review the extent, nature and duration of such facilities at all times. If any amount is not paid within the agreed terms, then the entire outstanding balance shall immediately become due and payable and the Debtor shall be liable for interest at a rate equal to 2% above the prime lending rate charged by South African banks per month on overdue balances.
- 2.6. A certificate signed by any director or manager of the Creditor as to the existence and the amount of the Debtor's indebtedness to the Creditor at any time, as to the fact that such amount is due and payable, the amount of interest accrued thereon and as to any other fact, matter or thing relating to the Debtor's indebtedness to the Creditor, shall be conclusive proof of the contents and correctness thereof for the purpose of provisional sentence or summary judgment or any other proceedings against the Debtor in any competent Court and shall be valid as a liquid document for such purposes. It shall not be necessary to prove the appointment of the person signing such certificate which shall be binding on the Debtor and Surety and shall be deemed to be sufficient particularly for the purpose of pleading or trial or any action or other proceedings instituted by the Creditor against the Debtor and/or Surety.

3. Default

The Debtor agrees that in the event of it:

- 3.1. breaching any conditions contained in this document or the credit application form; and/or
- 3.2. failing to pay any amount due or payable on or before the due date; and/or
- 3.3. suffering any civil judgment to be taken or entered against it; and/or
- 3.4. causing a notice of surrender or its estate to be published in terms of the Insolvency Act, 1936, as amended; and/or
- 3.5. dying; and/or
- 3.6. having its estate placed under an order of provisional or final sequestration, provisional or final liquidation or provisional or final judicial management as the case may be

Then, and in any of the above events, the Creditor shall, without detracting from any other remedies which may be available to it, be entitled to summarily cancel the sale of any services to the Debtor without notice to the Debtor, and to claim specific performance of all the Debtor's obligations whether or not such obligations would otherwise have then fallen due for performance, without prejudice to the Creditor's rights to claim damages.

4. In the event of the Creditor instructing attorneys to collect from any attorneys the amount owing in terms of the Debtor's credit facilities, then the Debtor agrees to pay all costs on the scale as between attorney and own client, including collection charges and tracing fees.
5. The Debtor consents to the jurisdiction of the Magistrate's Court having jurisdiction, notwithstanding that the claim by the Creditor may exceed the monetary jurisdiction of the Magistrate's Court. The Creditor shall, in its discretion, be entitled to proceed against the Debtor in any other competent Court notwithstanding the foregoing.

6. General Provisions

- 6.1. The Debtor nominates as its domicilium citandi et executandi the address reflected on the first page of the credit application form for service upon it of all notices and processes in connection with any claim for any sum due to the Creditors arising out of the credit granted by the Creditor to the Debtor. In the event of the Debtor wishing to change its address or any of the information set out in this credit application form, it is obliged to give written notice to the Creditor within a period of 5 working days of such change of address or information.
 - 6.1.1. No relaxation or indulgence granted to the Debtor by the Creditor at any time shall be deemed to be a waiver of the Creditor's rights to terms hereof and no such relaxation or indulgence shall be deemed a novation of any of the terms and conditions set out herein or create any estoppel against the Creditor.

ANNEXURE C

GENERAL CONDITIONS OF CONTRACT

1. All quotations given by the Contractor are subject to:
 - 1.1 Work being carried out by the method decided by the Contractor without interruption, hindrance or postponement;
 - 1.2 Transport upon a route to be decided by the Contractor unless specific written specifications as to route are furnished by the Customer;
 - 1.3 The contractor having vehicles and/or staff available on the dates selected by the Customer as being the preferred date of uplifting/delivery;
 - 1.4 Any increase in the scale of wages or salaries, licenses, taxes, petroleum and other expenses over which the Contractor has no control which may come into force between the date of quotation and the date of performance of the service, all of which shall be for the account of the Customer;
 - 1.5 Any delay due to interruption, local traffic or Municipal Regulations or non-production of necessary licenses, permits or customs forms being charged for;
 - 1.6 Availability of qualified sub-contractors for the performance of specialised services;
 - 1.7 Any postponement or cancellation by the customer entitling the Contractor to make a charge to cover the expense and/or loss to the Contractor arising there from;
 - 1.8 The Contractor shall have the right to increase the charge specified in the event of the inclusion of additional goods or delays in carrying out the work to which the contract relates, where such stoppage or delay is caused by circumstances beyond the control of the Contractor or are such that the Contractor could not reasonably have foreseen and prevented the cause of such stoppage or delay.
2. If the contractor is unable to carry out the work on the dates requested, the Contractor will do so on a date within reasonable proximity to the date requested and the Contractor shall not be liable for any loss or expense through delay in air, railways or sea transit, mechanical or electrical breakdowns or failures or breakage's, inclement weather, labour disputes, delays in dismantling/erection or from any other cause whatsoever, or for consequential loss from any cause whatsoever.
3. The contractor shall at all times have a lien on the goods which are the subject matter of this contract, all of the Contractor's charges incurred up to the time that the Customer shall take delivery of any or all of the goods.
4. The contractor shall not under any circumstances be liable for any loss, consequential loss, failure to produce or damage (howsoever caused) to any goods during transference to or from quays, docks, boats, ships, ferries, aircraft or railway vehicles, transit by water whether on deck or otherwise, transit by air or transit by rail.
5. The liability (if any) of the Contractor for damage howsoever caused to third parties and/or the customers' premises and/or their contents, private roads, covers, walls, fences, bridges, culverts, limited to R10.00 for any one removal and the Customer hereby indemnifies the Contractor against all claims arising from any cause whatsoever, costs, charges and expenses beyond that sum.
6. All rigging out, uplifting, transporting, off-loading, rigging in, positioning, storage, dismantling, leveling, unplugging, packing, container de-stuffing, crating and de-crating howsoever caused and whether performed by the Contractor or any sub-contractor shall be done at the exclusive risk of the owner of his goods. The Contractor is not responsible for any loss and/or damage including consequential damages, which the owner or any person may suffer as a result of the performance of the services by the Contractor howsoever, caused. In particular, it is agreed that the Contractor accepts no liability for any damages howsoever caused which the owner or any person may suffer. The owner is required to obtain insurance cover for all damages which it 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 cover, it will be deemed that the owner is in the same position as the Insurer who would have supplied such insurance cover. Where the customer has requested insurance cover, the Contractor will endeavour to obtain the necessary insurance cover on behalf of the owner provided that the prescribed premium payable in respect thereof is received before the commencement of the execution of the contract by the Contractor. These stipulations are made by the parties for the benefit of the Contractor and of any person for whose acts they are in law liable and any person who may perform any of the Contractor's obligations hereunder who shall be entitled at any time before Judgement be given against them, to accept the benefits of these stipulations. Any insurance to be effected by the Contractor and all work to be done by the Contractor in terms of this contract is at owner's risk and if the Contractor be liable at law for any loss or damage (including consequential loss or damage) arising out of any act or omission by the Contractor or any breach of contract by the Contractor or its servants or sub-contractors, then and in the event of the Customer proving any loss or damage, the maximum amount recoverable by the Customer from the Contractor shall be limited to R10.00 irrespective of the nature and extent of the Customer's loss or damage or consequential loss.
7. It shall be the responsibility of the customer to ensure that nothing required to be removed is left behind, that no goods and/or fixtures are taken away in error; to arrange protection for articles left in unoccupied premises or outbuildings and the Customer shall satisfy itself that all goods which are the subject of this contract are loaded on the Contractor's vehicles and are off-loaded at the place of delivery. The Contractor is not responsible for any loss and/or damages including consequential damages howsoever caused, which the owner or any person may suffer as a result of the aforesaid and the Customer hereby indemnifies the contractor, its subcontractor and third parties in respect thereof.
8. The Customer shall ensure that adequate facilities are available to the contractor to enable it to carry out its obligations arising from this contract.
9. No agent or employee of the Contractor has any authority to alter, vary or qualify in any way these terms and conditions or enter into any contract on the Contractor's behalf nor sign any receipts or documents that have not previously been submitted to and approved in writing by the Contractor acting through a member of the Contractor Corporation.
10. Unless otherwise agreed in writing, the Contractor's charges must be paid in cash prior to commencement of the services contracted for and if such charges are not paid, the Contractor may pursuant to the general lien hereunder, take all or any part of such goods into its possession or retain them in storage and in doing so, shall be entitled to charge it for warehousing and for any other expenses in connection therewith, including removal from storage. The Contractor shall have general lien, upon all goods in its 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 it, and if part of the goods have been delivered, removed, dispatched or sold, the Contractor shall have a general lien on the remainder of such goods for such monies owing to it by the customer.
11. If the customer has not paid any amounts due to the Contractor within 30 days of the due date of payment, the Contractor shall have the power without giving notice to the Customer or anyone else to sell whether by public auction or private treaty, the whole or part of any such goods falling under the general lien aforesaid and after deduction of expenses of sale, to retain any amounts due to the Contractor by the Customer. Any surplus after such sale shall be paid out 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 sell the remainder, or any part of the remainder of such goods, and to apply the proceeds aforementioned in payment of any amounts due by the Customer, whether for storage or otherwise.

12. Should the Contractor incur or be put to any costs, charges or expenses in consequence of any claim and/or claims being made by third parties to or against any goods transported or warehoused or should the Contractor have to pay any damages arising out of any such claim, such costs, damages, charges and expenses shall be recovered from the Customer upon demand.
13. The Customer warrants that the goods which form the subject matter of this contract are the unencumbered property of the Customer or that alternatively, the Customer has full and absolute authority of all persons owning and/or interested in the said goods to enter into this contract, the Customer hereby indemnifies the Contractor against all claims, costs, charges, losses, penalties or liabilities of whatever nature howsoever caused that may be incurred by the Contractor in consequence of any claim to such goods by a third party.
14. At the election of the Contractor, any dispute or claim arising out of this contract or the interpretation hereof or the cancellation hereof and any litigation between the Customer and the Contractor may be brought in the Magistrate's Court having jurisdiction over the Customer, notwithstanding that the amount in dispute may exceed the jurisdiction of the Court. Nothing in this clause contained shall require the Contractor to institute action in the Magistrates Court and the Contractor shall at all times be entitled to institute action in a Supreme Court having jurisdiction and to recover the legal costs to the full extent as between Attorney and Client.
15. The Contractor shall at all times be entitled to engage sub-contractors for the performance of any service undertaken by the Contractor in terms hereof or any related service. Any sub-contract arrangement for any service to be performed in terms of this contract may be arranged by the Contractor without consulting or notice to the Customer. Any work of whatsoever nature performed by the Contractor or any sub-contractor including but not limited to, rigging out, uplifting, transporting, offloading, rigging in, final positioning, dismantling, leveling, unplugging, warehousing, packing, containing, de-stuffing, de-crating, and crating are carried out only upon the terms and conditions contained in this document.
16. All services undertaken by the Contractor or for which the Contractor has tendered or quoted, is subject to the granting of any necessary permit, consent, sanction or permission of the competent Authority. In the event of the refusal of such Authority to grant the necessary permit, consent, sanction or permission, the Contractor shall not be liable or responsible for any loss however sustained. All contracts are subject to all existing Laws, Ordinances, Bye-Laws and Regulations of the State or any other competent Authority
17. The Contractor is not a common carrier or warehouseman and does not undertake the obligation or liability of a common carrier or warehouseman. The Contractor may in its absolute discretion refuse to accept for carriage and/or storage any goods or any class of goods and shall not be obliged to assign any reason for such refusal and the services of the Contractor in terms of this contract are governed solely by these terms and conditions.
18. The terms set forth in any Bill of Lading, Consignment Note or other similar documents issued by any participating carrier are accepted by the Contractor as agent for the Customer and those terms shall be deemed to form part of this contract.
19. These conditions shall apply to any further or additional work carried out by the Contractor and/or sub-contractor for the Customer until such time as a further contract is signed incorporating terms and conditions which are in conflict with the terms and conditions hereof.
20. The Customer shall include the owner of the goods and/or any servant and/or any contractor acting for the owner of the goods.
21. Pamphlets and other materials offered by the contractor are part of the Contractor's advertising and public relations and do not constitute part of this contract. The Contractor makes no warranties, whether express or implied, or undertakings save of those contained herein.
22. 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 or its sub-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, howsoever caused to any third party arising out of the services performed by the Contractor in terms of this Agreement.
23. Where all the works are sub-contracted out by the Contractor, the Contractor acts as broker and notwithstanding anything to the contrary hereinbefore contained, the Contractor contracts with the Customer in its capacity as agent and not as principal. The Contractor shall consequently have no responsibility or liability to the Customer for any act or omission on the part of the Contractor's principal, notwithstanding that the Contractor may be responsible for the payment of the principal's charges.
24. No terms or condition contained in any letter, or other document of the Customer or stipulated orally by or on behalf of the Customer between it and the Contractor, shall be binding upon the Contractor. This contract shall govern the relationship between the Contractor and the Customer and expressly excludes the terms and conditions of trading of the Customer, the Customer's delivery notes, order and/or invoices and the like.
25. No amendment, variation or consensual cancellation of this contract or any of the general conditions herein contained shall be of any force or affect unless such amendment variation and/or consensual cancellation is reduced to writing and signed by duly authorised representatives of the Contractor and the Customer.
26. The full amount stated in the Contractor's invoice shall be paid without any deduction or set off and the Customer shall not under any circumstances be entitled to withhold payment of the whole or any portion of the amount due to the Contractor notwithstanding that the Customer contends for any claim or counterclaim or claim in reconvention against the Contractor.
27. Where any transport undertaken in terms of this contract, constitutes an abnormal load, it shall be subject to the following additional terms and conditions:
 - 27.1 adequate notice shall be given to the Contractor to enable it to prepare drawings of such loads, routes, surveys and Local Authority clearances and to submit these items to the Provincial and/or Local Authorities or any Government or Quasi Government Authority, for their respective consents.
 - 27.2 the Contractor shall not be liable for any damage to any property whatsoever by the passage of such loads and/or the Contractor's vehicles or sub-contractor's vehicles, over or through such property and the Customer hereby indemnifies the Contractor against all liability and claims whatsoever by any person for any damages, costs and the like.
 - 27.3 the hours and speed of such transportation are subject to regulation by the Authority concerned.
28. The Contractor shall not be liable for demurrage or storage charges of any nature howsoever arising levied by third parties and where paid by the Contractor shall be refunded to the Contractor by the Customer upon demand.
29. All overdue amounts payable in terms of this Contract shall bear interest at 2% above the prime rate of interest charged by the Contractor's bankers from the due date of payment, without prejudice to such other rights as may accrue to the Contractor subsequent upon such failure. Reference to the phrase "howsoever caused" and phrases of similar import contained herein shall include gross negligence and intent on the part of the contractor and its employees and a subcontractor and its employees.
30. All amounts payable in terms of this Contract are exclusive of VAT and any other taxes or duties, all of which are payable by the Customer
31. The Customer acknowledges that in the event of the goods being sold by the Customer whilst they are in the Contractors possession, such sale shall be made subject to these General Conditions of Contract being binding on the new owner.