

## 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

**Lovemore Bros Transport (Pty) Ltd**

27 Nipper Road, New Germany, KwaZulu Natal ▪ P.O. Box 2185, New Germany, KwaZulu Natal, 3620  
Tel: +27 31 705 1404 ▪ Fax: +27 31 705 3637 ▪ reception@lovemore.co.za ▪ www.lovemore.co.za  
Reg No: 2007/014992/07 ▪ VAT No: 4920103308

Directors: R.D.B. Lovemore and B.B. Lovemore

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 it's 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.