

Steadfast Bituminous Suppliers (Pty) Ltd
Shop 6, Van Set Centre
15 Linscott Road
Athlone Park
4126



Registration Number: 2009/016157/07
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Mobile: +27 83 298 1245
Email: steadfast@steadfastafrica.com
Website: www.steadfastafrica.com

HAULAGE TERMS AND CONDITIONS OF CONTRACT

1. DEFINITIONS

For the purpose of the terms and conditions of this agreement, unless inconsistent with the context, the following words shall carry the following meaning:

- 1.1 "SBS" – shall mean Steadfast Bituminous Suppliers (PTY) Ltd (Registration No. 2009/016157/07);
- 1.2 The Customer" – shall mean;
 - 1.2.1 the Person who instructed SBS to perform services on the Customer's behalf;
 - 1.2.2 any Person who accepts SBS's quotation;
 - 1.2.3 any Person who contracts with SBS;
- 1.3 "Contract" – means the terms and conditions hereof whether agreed to in writing or orally between SBS and the Customer;
- 1.4 "Dangerous Goods" – means Hazardous Goods as defined in the Regulations to the Hazardous Substance Act 15 of 1973 as well as any other goods which SBS in its sole discretion may deem hazardous or dangerous;
- 1.5 "Goods" – shall mean any Goods which are transported in terms hereof;
- 1.6 "Person" – shall have its ordinary meaning and includes a "body corporate";
- 1.7 "Law" – includes the Common Law, Statute, Ordinance, By-Laws or Regulations;
- 1.8 "Sub-Contractor" – shall mean any Person with whom SBS sub-contracts to carry out Transportation in terms of the Contract;
- 1.9 "Transportation" – shall mean, without restricting the generality of this term, conveyance, packing (when necessary), storing and/or safekeeping of any Goods and the acquiring of permits, authorities and the like.

2. APPLICABILITY OF THESE CONDITIONS

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- 2.1 The terms and conditions of this agreement together with any addendum thereto shall govern the relationship between SBS and the Customer in each and every Contract between them, including Contracts entered into subsequently to the Contract formed by the Customer's acceptance of SBS's quotation and whether the Customer's attention has been specifically drawn to these conditions as being applicable to the Contract governing their relationship;
- 2.2 The Contract for transportation may be carried out by SBS itself, acting as principal, or on its behalf by any Sub-Contractor appointed by it, in which event, SBS shall act as agent only and the Sub-Contractor as principal, and the contract shall be subject to the Sub-Contractor's standard terms and conditions of trading. In the event of the Sub-Contractor's standards terms and conditions not being available, then SBS's standard terms and conditions shall mutatis mutandis apply on behalf of the Sub-Contractor. In the event of a conflict between the standard conditions of trading of SBS and those of the Sub-Contractor, SBS's standard conditions of trading shall prevail;
- 2.3 No warranty or representation other than as is herein expressly contained shall be of any force and effect against SBS unless the same is contained in writing and signed for and on behalf of SBS;
- 2.4 No amendment, variation or consensual cancellation of any Contract shall be of any force and effect unless such amendment, variation and/or consensual cancellation is reduced to writing and signed by SBS.

3. WHOLE CONTRACT

No course of conduct other than agreement in writing signed by SBS shall constitute a variation or novation of a Contract or a waiver or estoppel of SBS's rights thereunder.

4. CONDITIONS

SBS shall only be obliged to perform provided that:

- 4.1 SBS in its sole opinion has received sufficient notice and information of the Customer's requirements to enable it to properly carry out the Transportation and ensure that a suitable and appropriate vehicle is available;

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- 4.2 The necessary consents and statutory permits have been granted and remain in force (in the event of such consents or permits being refused or withdrawn for any reason whatsoever such that no carriage whatsoever may be performed, the Contract shall terminate and no liability therefore for damages or otherwise shall attach to SBS);
- 4.3 The Customer is not in breach of any terms or conditions of this Contract or any other Contract concluded with SBS;
- 4.4 SBS is satisfied as to the Customer's solvency and ability and readiness to pay for the services to be rendered in terms of a Contract within the time and in the manner therein prescribed;
- 4.5 It is not impossible, impractical or dangerous for SBS to comply with its obligations as a result of riots, strikes, lockouts, labour disturbances or disputes, boycotts, economic sanctions, acts of State, industrial legislation, war, terrorism, civil commotion or disturbances, attacks upon its employees or vehicles, floods, rationing or non-availability of fuel, vehicle accident, breakdown in vehicle or equipment, commercial exigencies, or any other cause whatsoever beyond its reasonable control.

5. SUSPENSION OF PERFORMANCE

While any of the conditions referred to in clause 4 remain unfulfilled, SBS shall be entitled to refuse or suspend performance without being liable in any manner whatsoever therefore to the Customer or any Person whatsoever, and without prejudice to SBS's rights to recover monies then due to it in respect of services already performed by it.

6. LIABILITY

- 6.1 SBS shall not be liable to the Customer, owner of the Goods or any Person whatsoever for any loss and/or damages of any nature whatsoever (including consequential loss and/or damage) howsoever caused which the person aforesaid may suffer as a result of the performance of such services by the Sub-Contractor and/or SBS and/or its employees and/or agents notwithstanding that such loss and/or damage may have been caused by the negligence of the Sub-Contractor and/or SBS and/or its employees and/or agents or by breach of contract by SBS and/or the Sub-Contractor.

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6.2 The Customer indemnifies SBS and/or the Sub-Contractor against any claim by itself to other persons in respect of liability hereby excluded, it being expressly acknowledged that the Goods are carried at the Customer's risk.

7. CUSTOMER'S WARRANTIES AND INDEMNITIES

7.1 The Customer warrants and represents that:

7.1.1 The Goods are the Customer's sole and exclusive property and/or that the Customer has the full and absolute authority of the persons owning or interested in the Goods to enter into a Contract;

7.1.2 The carriage of the Goods as contracted for with SBS does not contravene any Law;

7.1.3 No Dangerous Goods shall be tendered to SBS for placing with it and/or the Sub-Contractor without SBS's express consent in writing that it has disclosed to SBS all material information pertaining to Transportation and which may affect SBS's decision in agreeing to transport the Goods for and on behalf of the Customer;

7.2 The Customer hereby indemnifies SBS against all liability and any claims whatsoever by any Person whatsoever for:

7.2.1 Any loss or damage to Goods or persons or life from whatsoever cause and for non-delivery and/or mis-delivery on grounds of breach of contract and/or negligence;

7.2.2 Any liability for loss or damage on grounds of breach of contract and/or negligence howsoever arising;

7.2.3 Any loss or damages arising from loss of market or attributable to delay in forwarding or in transit or failure to carry out fully or in part thereof any instructions given to it for any other consequential loss howsoever arising;

7.2.4 All legal costs incurred by SBS in resisting any such claims, such costs to be determined on the scale as between attorney and one/s own client;

7.3 The Customer warrants the accuracy, without exception, of all information and specifications given by or on its behalf to SBS;

7.4 Except where SBS is instructed in writing to pack the Goods, the Customer warrants that all Goods have been properly and sufficiently packed and/or prepared.

8. PRESCRIPTION OF CLAIMS

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Without limiting and without prejudicing the provisions of these conditions (and in particular clauses 6 and 7) the Customer shall notify SBS of any loss, damage, complaint or claim within 24 (twenty-four) hours from the time of 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 offloading and shall confirm such notification in writing to be received by SBS within 72 (seventy-two) hours of such off-loading or scheduled time of off-loading, as the case may be, failing which, any claim arising therefrom shall ipso facto lapse and be unenforceable.

9. PAYMENT WITHOUT DEDUCTION

Notwithstanding any such notification of claim as set forth in this agreement, the Customer shall pay to SBS the full amount stated on SBS 's invoice on due date without any deduction or set-off and without prejudice to the Customer's rights contended for against SBS in respect of any such claim the Customer shall not be entitled to deduct or set off any monies which it owes to SBS against any monies which it contends are due to it by either SBS and/or the Sub-Contractor.

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 SBS 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 Post Office 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 Freight quoted by SBS;
- 10.3 The hours and speed of such Transportation are subject to regulation by the authorities concerned;

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10.4 SBS shall not (without limiting the generality of the provisions of clauses 6 and 7) be liable any damages to any property whatsoever caused by the passage of such loads over or through such property and the Customer hereby indemnifies SBS against all liability and claims whatsoever by any Person whatsoever for:

10.4.1 Any such damages to such property and for any consequential loss or damage arising therefrom;

10.4.2 All legal costs incurred by SBS in resisting any such claims as calculated on the scale as between attorney and one's own client.

11. STIPULATION FOR THE BENEFIT OF ONELOGIX LINEHAUL

The stipulations contained in clauses 6, 7 and 10.4 are for the benefit of SBS and of any person for whose acts and/or omissions SBS is or may be in Law liable and of any Person who may perform any of SBS l's obligations thereunder.

12. VALIDITY OF QUOTATIONS

Quotations shall remain open for acceptance by the Customer for a period of 30 (thirty) days from the date thereof, (which acceptance shall be communicated in writing to SBS), and if not accepted during such period, shall automatically lapse.

13. QUOTATION DATA

All Quotations are subject to the conditions contained herein. Quotations are based, inter alia, 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 SBS in good faith under representation by the Customer. Any variance therefrom shall entitle SBS to require the freight 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 SBS may have suffered. Quotations are subject to:

13.1 Work being carried out by the methods and the route to be decided by SBS without interruption, hindrance or postponement;

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- 13.2 The availability of SBS's vehicles and/or staff on the dates required;
- 13.3 All part loads being conveyed and delivered at SBS's convenience;
- 13.4 Any increase in SBS's costs coming into force after the date of the quotation over which SBS has no control will be for the Customer's account:
- 13.5 Any delay due to interruption, hindrance, local traffic, municipal regulation or nonproduction of necessary licences, permits or customer forms which will be charged to the Customer:
- 13.6 Where the volumes, quantities or scopes of work have increased over what have been quoted for, the Customer will be charged for any additions on a pro rata basis;
- 13.7 A charge increase should there be a change of route due to reasons beyond SBS's control;
- 13.8 Any postponement or cancellation by the Customer entitles SBS to make a charge to cover the expenses incurred and/or losses to SBS arising therefrom;
- 13.9 SBS shall have the right to increase the charge specified in the event of stoppages or delays in the carrying out of the work to which the Contract relates provided that such stoppages or delays are caused by circumstances beyond the control of SBS or are such that SBS could not reasonably foresee or prevent the cause of such stoppages or delays arising.

14. FREIGHT

The Freight payable to SBS by the Customer for the Transportation of Goods shall be the Freight agreed between SBS and the Customer or shall be calculated on the rate agreed between them, as the case may be. The Freight shall be subject to variation as provided for in clauses 10,13,15 and 16.

15. ESCALATION

Subject to paragraph 13, and provided SBS performs within 30 (thirty) days of date of quotation, the Freight quoted in such quotation shall remain fixed. If, however SBS performs after such 30 (thirty) day period the Freight quoted shall be subject to escalation in accordance with the SEIFSA Index of Road Freight Costs as at the date of performance by SBS, the base index being that prevailing at date of quotation.

16. ADDITIONAL CHARGES

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Subject to paragraph 13 above, and in addition to the Freight, SBS shall be entitled to levy an additional charge at its usual rate, alternatively reasonable rate, in the event of:

- 16.1 The circumstances envisaged in clauses 22, 23, 24, 28, 29, 30 and 31 occurring; or
- 16.2 The time taken to load or off-load a vehicle exceeding the maximum time allowed in terms of clauses 23 and 24; or
- 16.3 Loading and off-loading taking place at more than one point; or
- 16.4 SBS being obliged, due to circumstances beyond its control, to utilize routes different from those intended by it at the time of entering into the Contract.

17. PAYMENT

Subject to paragraph 9 above, payment shall be received in full, free of any commission, exchange, brokerage, deduction or set-off, within 30 (thirty) days of date of statement by SBS which may appropriate all monies paid entirely within its sole and unfettered discretion. The Customer shall not be entitled to deduct from or set-off against such payments any claims which the Customer may have against SBS arising from any cause whatsoever. Notwithstanding that SBS may agree to collect and/or receive payment from a third party, the Customer hereby acknowledges that the Customer is personally bound by the provisions of the Contract, and the Customer hereby guarantees payment of the Freight and other charges by such third party to SBS. There will be no valid discharge of the obligation to pay SBS by the Customer unless payment has been made to SBS and to no other Person whomsoever. SBS is entitled to levy an interest charge against the Customer at the rate of 2% (two per centum) per month on all amounts which are outstanding and are unpaid by the Customer.

18. LOADING AND OFF-LOADING

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 to be authorised to act on the Customer's behalf in the situations contemplated in clauses 20 to 28 inclusive.

19. CONDITION OF GOODS

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The onus of establishing the condition of the Goods at the time of delivery to SBS shall at all times remain on the Customer, and no delivery note, receipt, or other document given at such time by SBS to the consignor shall constitute proof of such condition, save to the extent that any specific record in relation thereto may have been made thereon by SBS.

20. RESPONSIBILITY FOR LOADING AND OFF-LOADING

- 20.1 The Customer shall deliver the Goods onto the vehicle nominated by SBS and/or the Sub-Contractor and shall take delivery therefrom and shall be fully responsible for the loading and off-loading thereof.
- 20.2 SBS and/or the Sub-Contractor shall not be responsible for any loss or damage arising from the loading and off-loading thereof.
- 20.3 SBS and/or the Sub-Contractor shall not be responsible for any loss or damage arising from the loading and off-loading of the vehicles and the Customer indemnifies SBS and/or the Sub-Contractor against any claims which may be brought against SBS and/or the Sub-Contractor arising out of such loading, off-loading, overloading, unsafe loading or out of the nature of any defect in the Goods concerned.
- 20.4 SBS's employees may assist with the loading and off-loading 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 SBS and/or the Sub-Contractor.

21. LOADING AND OFF-LOADING FACILITIES AND DOCUMENTARY FORMALITIES

- 21.1 The Customer undertakes:
 - 21.1.1 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;
 - 21.1.2 To ensure that loading and off-loading will be possible at the agreed points during such hours and days as the parties have agreed;
 - 21.1.3 To ensure that SBS's or the Sub-Contractor's vehicle is suitably clean for the purpose of receiving and conveying the Goods before the loading of the Goods in the contracted vehicle/s is commenced;

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- 21.1.4 To ensure that all Goods loaded shall be in such condition as to enable due off-loading to be freely effected at the point of destination of such loading;
- 21.1.5 To ensure that the Goods are off-loaded into the correct tank, vessel or container store or warehouse, as the case may be;
- 21.2 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.
- 21.3 All responsibility in respect of the Goods for any clearing, customs documentation, administrative requirements for imports declaration and payment of applicable duty rates, non-acceptance of certificates and trade documentation, correct tariff classifications, limited or uncoordinated customs working hours, acceptance of certificates of origin, application of discriminatory taxes and other charges on imports.

22. DELAYS AND DAMAGES

- 22.1 In the event of a vehicle being delayed or damaged due to the Customer's failure to comply with the provisions of clauses 20 and 21, the Customer shall be liable for additional charges at SBS's usual rates, alternatively reasonable rates, and/or such damages as the case may be; Should any delay in clearing of the goods at the final point of entry extend beyond the time envisaged in clause 24 or for longer than 48 hours, then the Customer shall compensate SBS an amount of R5 000 (five thousand Rand) for every day or part thereof for which the off-loading of the Goods is delayed.
- 22.2 In the event of any damage whatsoever being caused to SBS's vehicle/s whilst loading or off-loading Goods on the Customer's premises, then and in such event, the Customer shall be liable for the fair and reasonable costs or repairing the damages sustained to SBS's vehicle/s and restoring the vehicle/s to the condition it/they was/were in prior to the damages sustained by it;
- 22.3 The Customer shall be responsible for and shall compensate SBS in respect of all or any damage sustained by it to any of its vehicles, should any of its vehicles or any portion thereof, or any of SBS's equipment be damaged while such vehicles are on, or in the process of entering upon, or leaving any loading or off-loading sites, howsoever such damage is caused, whether as a result of loading, offloading 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 SBS'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

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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 SBS for any such damage, whether the same be direct, indirect or consequential.

23. LOADING TIME

The maximum loading time allowed to the Customer shall be 2 hours or as stipulated on the quotation unless otherwise agreed to in writing by SBS. 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.

24. OFF-LOADING TIME

The provision of clause 23 shall apply mutatis mutandis to off-loading time. Should the off-loading time be extended beyond the time provided for in clause 23, as a result of any delay occasioned by the Customers non-compliance with its obligations as recorded in clause 21.3 or for any other reason whatsoever, then the provisions of clause 22.1 shall apply

25. DELIVERY DETAILS

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

26. DELIVERY AND OFF-LOADING INSTRUCTIONS

The Customer shall ensure, prior to the Goods being off-loaded, that the Goods to be offloaded 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 offloaded 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.

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27. COMPLETION OF OFF-LOADING

27.1 When off-loading is completed the Customer shall inspect the vehicle/s, as the case may be, to verify that the complete consignment has been off-loaded;

27.2 Goods left on SBS's or the Sub-Contractor'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 SBS or the Sub-Contractor, at the Customer's risk and expense.

28. FAILURE BY THE CUSTOMER TO TAKE DELIVERY

Should the Customer fail or neglect or be unable or refuse to take delivery of the whole or any part of the Goods at the agreed off-loading point or at the agreed off-loading time, or should (through no fault of SBS) it not be possible or practicable to off-load the Goods within the prescribed time set out in 23 above and should not acceptable alternative delivery instruction be received from the Customer, SBS shall be entitled to store or abandon the goods at its discretion. In such event the Customer shall be liable to pay any additional charges thereby incurred and shall have no claim whatsoever against SBS for any act or omission arising therefrom.

29. DEMURRAGE

SBS shall not be liable for demurrage or storage charges of any nature, howsoever arising, levied by third parties, and where paid by SBS, shall be refunded to SBS by the Customer on demand. The Customer does hereby appoint SBS irrevocably and in rem suam as its agent in its place and stead to contract for the storage of such Goods upon such terms and such conditions as SBS may, in its discretion, elect and without any liability whatsoever attaching to SBS to attend to such storage.

30. DANGEROUS GOODS

30.1 SBS is not obliged to contract for the carrying of Dangerous Goods on behalf of its Customer;

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30.2 In the event of SBS agreeing in writing to place with the Sub-Contractor the Customer's Dangerous Goods, the Customer shall:

30.2.1 Disclose fully the nature and properties of such Goods to SBS;

30.2.2 Prior to loading, give SBS special detailed instructions to enable SBS to place such Goods for the proper safety and handling;

30.2.3 Comply with all regulations governing the loading, off-loading, storing and carriage of such Goods;

30.3 In the event of the Customer or consignor failing to disclose the dangerous nature of any Goods, or in the event of any Goods becoming a danger to persons or property, whether the dangerous nature thereof has been disclosed or not, SBS shall be entitled immediately, and without prior notice to the Customer, to discharge or dispose of any such Goods, in any manner, and SBS shall not be liable for any loss or damage arising from such discharge or disposal whatsoever. SBS shall furthermore be entitled to recover from the Customer the Freight in respect of any such carriage, notwithstanding the non-delivery of such Goods, together with any expenses incurred in discharging or disposing thereof;

30.4 The Customer:

30.4.1 Shall be liable for all loss and/or damages suffered by SBS or any other Person/s howsoever caused by Dangerous Goods whether the dangerous nature thereof has been disclosed or not;

30.4.2 Hereby indemnifies SBS against all liability and all claims by any Person/s whomsoever arising from such loss and/or damage.

31. CANCELLATION OF REQUEST FOR VEHICLE

The Customer shall be entitled to cancel a request for a vehicle to carry out a particular service in terms of a Contract, provided that the Customer gives SBS not less than 48 (forty-eight) hours' notice of cancellation (Saturdays, Sundays and Public Holidays excluded), prior to the time of despatch of the vehicle scheduled by SBS, failing which the Customer shall be liable to pay SBS's usual, alternatively reasonable additional charges up to a maximum period of 48 (forty-eight) hours.

32. BREACH OF CONTRACT BY ONELOGIX LINEHAUL

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Should SBS breach any terms or conditions of a Contract, the Customer shall give SBS written notice to remedy such breach within 7 (seven) days of receipt thereof, and only in the event of SBS failing to comply therewith, shall the Customer be entitled to cancel the Contract on written notice to SBS.

33. DUTIES AND TAXES

The Customer, and consignees shall be liable for any duty, tax, imports or outlays of whatsoever nature levied by the authorities at any post or place for or in connection with the Goods, and for any payments, fines, expenses, loss or damage incurred or sustained by SBS or the Sub-Contractor in connection therewith.

34. LIEN

- 34.1 (i) SBS shall have a lien over all Goods as security for all monies owing; (ii) In addition, SBS shall be entitled to hold all Goods as security for any monies which have been due and payable to it by the Customer from any cause whatsoever.
- 34.2 If any monies owing are not paid within 30 (thirty) days after they become due, SBS shall be entitled without further notice to the Customer:
- (i) To open and examine any part of the consignment;
 - (ii) To hold any part of the consignment in such manner and upon such terms and conditions as it deems fit;
 - (iii) To sell the Goods over which SBS has a lien, and to apply the proceeds of any such sale after deducting all expenses thereof in payment or deduction of any amount due by the Customer to SBS, provided that any surplus is to be paid over to the Customer, without interest, as soon as possible after the sale if the Customer's address is known, or if not, upon demand by the Customer;
- 34.3 Upon payment or tender of the proceeds of any such sale, SBS shall be released from all liability to the Customer in respect of the Goods;

35. GENERAL

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- 35.1 SBS may cede, delegate and/or assign and/or sub-contract any or all of its rights and/or obligations under a Contract;
- 35.2 These conditions shall apply to any other additional work and/or transport carried out for and on behalf of the Customer, whether or not the Customer's attention has been specifically drawn to these terms and conditions as being applicable to the contract governing the relationship. It shall therefore be construed that the Customer has agreed that all terms and conditions herein contained shall apply to all future and/or additional transport work carried out for and on behalf of the Customer by SBS and/or the Sub-Contractor.
- 35.3 SBS shall be entitled at any time, by notice to the Customer, to cancel or resile from any quotation or executory agreement in circumstances where it becomes impracticable or uneconomical for SBS to carry out the contract, and the Customer shall have no claim whatsoever against SBS for any loss the Customer might incur as a result of SBS cancelling;
- 35.4 The parties hereby consent to the jurisdiction of any Magistrate's Court having jurisdiction over the Customer should SBS in its sole and unfettered discretion elect to institute any action arising out of a Contract against the Customer in such Court, notwithstanding that SBS's claim may exceed the ordinary jurisdiction of such Court;
- 35.5 All Contracts shall be interpreted and governed by the Laws of the Republic of South Africa in their entirety. This Contract shall be deemed to have been entered into in the Republic of South Africa;
- 35.6 The head notes to the various clauses contained in these conditions are for reference purposes only and do not affect the interpretation of the individual clauses;
- 35.7 Each of the terms hereof is severable from the rest of the terms contained herein which terms shall remain of full force and effect, should any one term be found to be invalid for any reason, or, without limiting the generality hereof, contra bona mores.
- 35.8 No act, omission, course of dealing, forbearance, delay or indulgence by SBS in enforcing any of these conditions or any of its rights in terms thereof, or any granting of time by SBS, shall prejudice or affect the rights and remedies of SBS under these conditions and no such matter shall be treated as any evidence of waiver of any subsequent breach thereof, or as estoppel against it. SBS shall at all times, and without notice be entitled to insist on strict application of these conditions and on their strict enforcement thereof by the Customer;
- 35.9 The Customer selects as its domicilium citandi et executandi for all purposes hereunder at its place of business as reflected on its invoices, delivery notes and letterheads;
- 35.10 SBS selects as its domicilium citandi et executandi the address that appears on the face hereof.
- 35.11 The customer hereby consents to the storage and use by SBS of the personal information that it has provided to SBS for establishing its credit rating and to SBS disclosing such

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information to credit control companies, banks and other institutions involved in rating credit. The customer agrees that SBS will not be held liable for the bona fide disclosure of any of this information to such a third party and that no further specific consent need be obtained for the transfer of such information to a specific third party.