

## **STANDARD TERMS AND CONDITIONS**

PTE Logistics (PTY) Ltd trading as Primetime Express  
Registration number 2015/431196/07

The relationship between PTE Logistics (Pty) Ltd and the Customer shall be governed by these terms and conditions, and is subject to the Consumer Protection Act, 68 of 2008 only where the Customer is a consumer for purposes of the CPA as defined by that Act.

PTE Logistics (Pty) Ltd also has Conditions of Carriage which shall apply to each and every shipment collected or delivered by PTE Logistics, their agents or suppliers and these terms and conditions should be read together with the Terms of Carriage which are available on the PTE Logistics website <http://www.ptexpress.co.za/>

### 1. Interpretation

1.1. Unless the context indicates contrary intention, the following words and expressions bear the following meanings in these terms and conditions:

- 1.1.1. "Consignee" means the person to whom the parcel is to be delivered by PTE Logistics, their agent or supplier;
- 1.1.2. "Consignment" means a parcel or batch of parcels to be collected, transported or delivered by PTE Logistics on a single occasion on the Customer's instructions and in a respect of which a single waybill is completed and/or issued;
- 1.1.3. "Customer" means the customer whose particulars appear in the schedule;
- 1.1.4. "Dangerous Goods" are goods that are commonly regarded as dangerous or hazardous goods in the courier, transport and/or logistics industries, which are corrosive, explosive, combusive, unstable or otherwise capable of causing harm or damage and which require special handling and/or packaging to prevent harm to persons or property;
- 1.1.5. "Handle" means collection, transport, storage and delivery of parcels and/or consignments by PTE Logistics and/or the agents and suppliers;
- 1.1.6. "Illegal Substances" means any substance, matter, article, good or thing, the possession of which is unlawful or illegal, or requires a permit or license;
- 1.1.7. "Parcel" means a package or goods or documents to be handled by PTE Logistics and/or their agents and suppliers
- 1.1.8. "Sender" means the person/entity from whom the consignment is collected
- 1.1.9. "Service" means the collection, transportation and delivery of consignments by PTE Logistics and/or their suppliers and agents as per the customer's instruction.
- 1.1.10. "PTE Logistics" means PTE Logistics (Pty) Ltd 2015/431196/07 and includes its employees, agents, subcontractors and suppliers where appropriate in the context
- 1.1.11. "Tariff Schedule" means the PTE Logistics schedule of tariffs, fees, and other charges in respect of its various service offerings as presented to the client and attached to the credit agreement. Tariffs are adjusted every 1 January in line with transport CPI and other operating cost increases
- 1.1.12. "Fuel Surcharge" means the surcharge calculated on the tariff total of each consignment and is displayed on the agreed tariff schedule. This surcharge fluctuates monthly.

### 2. Commencement

- 2.1. These terms and conditions will commence when PTE Logistics has approved the account and purchasing limit that the Customer has applied for and signed these terms and conditions. Before PTE Logistics signs these terms and conditions they will be deemed to constitute an application to open an account that PTE Logistics may accept or reject at its discretion and without giving reasons.
- 2.2. Any service that PTE Logistics renders to the Customer before PTE Logistics has signed these terms and conditions will be on a prepaid basis.
- 2.3. PTE Logistics may, without reason, withdraw this account and purchasing limits (and cancel these terms and conditions) by giving the Customer 30 days' written notice of cancellation.
- 2.4. The Customer may, without reason, terminate its accounts and purchasing limits (and cancel these terms and conditions) by giving 30 day's written notice of cancellation. The Customer must pay all amounts due and owed by it in terms of these terms and conditions on or before the date of termination of relationship between PTE Logistics and the Customer.

### 3. Account

- 3.1. Should PTE Logistics grant the customer an account it will be strictly with 30 days payment terms from date of statement.
- 3.2. PTE Logistics will, in its sole discretion, determine the initial purchasing limit that will be applicable to the Customer.
- 3.3. The initial account purchasing limit may not be increased unless the Customer asks for the increase in writing. This request may be granted or declined by PTE Logistics in its discretion.
- 3.4. PTE Logistics may reduce the account purchasing limit at any time by giving the Customer 30 days' notice in writing.

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#### 4. Invoicing and Payment

- 4.1. PTE Logistics will invoice the Customer for services rendered to it in accordance with the rates and charges set out in the tariff schedule, or if applicable, in accordance with the quotation issued by PTE Logistics and accepted by the Customer in respect of a particular service and subject to all data in the quotation including weights, dimensions, pieces, service type, origin and destination being correct.
- 4.2. Quotations are only binding on PTE Logistics if they are in writing. If there is no written quotation the appropriate tariff as indicated on the tariff schedule (inclusive of surcharges and annual increases) will be applicable.
- 4.3. If the mass and/or dimensions of a parcel/consignment are found by PTE Logistics to differ from what those disclosed by the Customer then PTE Logistics shall adjust the charge the Customer shall pay in accordance with the correct mass and dimensions. By the same token if the mass and/or dimensions of a parcel/consignment used to generate a quote are found by PTE Logistics to differ to those disclosed by the Customer then PTE Logistics shall adjust the quote in accordance with the correct mass and dimensions.
- 4.4. If PTE Logistics incurs any charges on behalf of the Customer (such as taxes, duties, surcharges, penalties, etc.) that must be paid in respect of goods in the consignment, the Customer authorises PTE Logistics to pay the charges. PTE Logistics will include these charges on the Customer's invoice unless these charges have already been paid by the consignee.
- 4.5. At the end of PTE Logistics' trading month, PTE Logistics will issue the Customer with a statement reflecting all invoices issued by PTE Logistics to the Customer and payments made by the Customer to PTE Logistics during the month.
- 4.6. If the Customer wishes to dispute the PTE Statement, it must do so within 15 days after the statement has been issued. After that, the statement and invoices referred to in it will be deemed to be correct and the Customer will bear the onus of proving the contrary if it subsequently disputes the statement.
- 4.7. The Customer must pay PTE Logistics the amount shown on the statement within 30 days after the date on which the statement was issued. If the due date for payment falls on a non-business day, the customer must make payment no later than on the business day immediately preceding the payment due date.
- 4.8. All payments due by the Customer to PTE Logistics must be paid in South African Rand via Electronic Funds Transfer or Direct Deposit into the PTE Logistics banking account.
- 4.9. PTE Logistics will only render services to the Customer on credit up to the value of the agreed account purchasing limit on the Customer's account. If the Customer requires further services from PTE Logistics after it has reached its account limit the account will need to be settled in full, alternatively further services will need to be paid for in cash in advance.

#### 5. Instructions

- 5.1. The Customer shall issue instructions to PTE Logistics to collect, transport and deliver consignments:
  - 5.1.1. By telephone;
  - 5.1.2. In person at the one of the PTE Logistics offices;
  - 5.1.3. By email;
  - 5.1.4. Electronically via the PTE Logistics website; or
  - 5.1.5. Via any electronic interface that has been implemented between PTE Logistics and the Customer.
- 5.2. The Customer shall not provide details of its account number or login details to any unauthorised person. Any unauthorised use of the Customer's account shall be at the Customer's risk. The Customer agrees that it shall not be entitled to refuse to pay any invoice for services rendered by PTE Logistics on the grounds that the person who ordered the services on behalf of the Customer did not have the authority to do so.
- 5.3. The Customer warrants that all information given to PTE Logistics by the Consignee or Sender of a consignment is correct.
- 5.4. The Customer:
  - 5.4.1. Must check the waybill (whether generated electronically, completed by the Customer or completed by a PTE Logistics employee, agent, subcontractor or supplier, to ensure that all the information is correct;
  - 5.4.2. Must immediately notify PTE Logistics in writing if any of the information is incorrect, being aware that should the shipment already be delivered or in transit recovery costs would be for the Customer's account (if recovery is possible).
- 5.5. If a consignment has been sent to the Customer by a sender with an instruction to bill the recipient, the Customer accepts liability to pay the PTE Logistics charges by accepting the delivery of the consignment. If the Customer refuses to accept the charges the Customer must refuse to accept the shipment.
- 5.6. If a consignment has been sent by the Customer with an instruction to bill the recipient and the recipient refuses the shipment the Customer will be liable for the charges of the shipment as well as the return costs of such a consignment to the shipper.

#### 6. Collection, Transportation and Delivery

- 6.1. The Customer must ensure that consignments are ready for collection at the time arranged for collection, and that the waybill and all other documents that must accompany the consignment have been fully and accurately completed.

- 6.2. The Customer bears the responsibility for ensuring that parcels are properly and appropriately packaged for transportation before collection by the PTE Logistics staff, agent, subcontractor and/or supplier and that such packaging provides protection from any damage that may occur during normal handling and transportation. PTE Logistics will accept no liability in respect of any damages should the parcel be inadequately packaged for transportation and handling.
  - 6.3. If the contents of a parcel are fragile or require special handling the Customer must indicate this fact when booking the collection and by clearly indicating this on the packaging. If this is not indicated, PTE Logistics, will not under any circumstances, be held responsible for any damage caused to the contents of the parcel. If this is indicated PTE Logistics will only be responsible for damage to the contents of the parcel if its staff, agents, subcontractors or suppliers failed to exercise special care and was negligent and in reference to clause 9 of this agreement.
  - 6.4.
    - 6.4.1 PTE Logistics shall have sole discretion to determine the route and method of transport of consignment, and shall be entitled to use subcontractors, and or agents for the collection, transportation and delivery of consignments.
    - 6.4.2
      - 6.4.2.1 The Customer undertakes that no claims will be made by it against any servant, agent or subcontractor of PTE Logistics in connection with the services rendered by PTE Logistics.
      - 6.4.2.2 That undertaking is also hereby given by the Customer to each and every servant, agent and subcontractor of PTE Logistics and is hereby accepted by PTE Logistics acting on their behalf as their agent.
  - 6.5. PTE Logistics shall use its best endeavours to deliver consignments within the time frame requested by the Customer or determined by the particular PTE Logistics service type selected by the Customer. However, the Customer shall have no claim against PTE Logistics whatsoever for compensation or for damages of any nature whatsoever suffered as a result of late or delayed delivery.
7. Contents of parcels and consignments
    - 7.1. PTE Logistics will not provide any service in respect to illegal substances, antiques, ammunition, original artwork, cash, bonds, bullion, explosives, furs, hazardous cargo, live animals or perishables goods.
    - 7.2. PTE Logistics will not provide any service in respect to artwork, bulk cargo, household and personal effects, jewellery, designs or manuscripts, precious metals, precious stones, stamps and watches unless specifically agreed to in respect of a particular parcel or consignment.
    - 7.3. The Customer warrants that:
      - 7.3.1. their parcels and consignments will not contain any of the items specified in points 7.1 and 7.2
      - 7.3.2. The aggregate value of any one consignment will not exceed R50,000 without prior approval from PTE Logistics in writing
      - 7.3.3. The aggregate value of any load will not exceed R250,000 without prior approval from PTE Logistics in writing
      - 7.3.4. Each parcel is adequately packaged for transport and handling to prevent damage
      - 7.3.5. The customer is the owner of the goods in the consignment or is authorised by the owner of the goods to instruct PTE Logistics to handle the consignment lawfully.
      - 7.3.6. The handling of the consignment by PTE Logistics will not in any way violate or contravene the laws or regulations of the importation, exportation, transportation or storage of the goods or class of goods in the consignment.
    - 7.4. The Customer further warrants that the mass, dimensions and descriptions of the consignment is accurate and indemnifies PTE Logistics against any loss, or claims that it may suffer due to any breach of any of the warranties or undertakings in this agreement, including (but not limited to) any fines, penalties or claims arising from the inaccuracy or omission of descriptions and particulars relating to goods.
    - 7.5. PTE Logistics, their supplier, contractors or agents reserve the right to inspect the contents of any parcel and to open, unpack and repack parcels for this purpose. Such an inspection will not release the Customer from any obligation or warranty under this paragraph.
  8. Lien
    - 8.1. PTE Logistics shall be entitled to exercise a lien over any consignment (and the contents of the parcels comprising the consignment) that is in its possession or the possession of its agents.
    - 8.2. If the Customer does not dispute PTE Logistics' claim within 30 days after receiving written notice that it is exercising its lien and intends selling the goods in its possession to reduce the Customer's indebtedness to it, then PTE Logistics may sell such goods by public auction or by private treaty.
    - 8.3. If PTE Logistics sells any goods in terms of 8.2, it shall, as soon as reasonably practical after the sale, furnish the Customer with an account for the proceeds of the sale of the goods. If the proceeds of the sale exceed the amount the Customer owes PTE Logistics, the account must be accompanied by payment of the surplus.
    - 8.4. If PTE Logistics exercises its right to sell the goods, the Customer shall have no claim against PTE Logistics in respect of the sale the goods, including in the event that the goods are sold for less than their fair market value.

## 9. Risk and Insurance

- 9.1. All parcels and consignments are handled at the Customer's sole risk.
- 9.2. Notwithstanding the provision of 9.1, in the event of the loss of or damage to a consignment, PTE Logistics will compensate the Customer by paying the lesser of ZAR 1,000 (one thousand) or the actual loss incurred by the Customer. The payment of this compensation is conditional upon:
  - 9.2.1. The damage to or loss of the item(s) concerned being endorsed by the recipient on the delivery receipt; and
  - 9.2.2. The Customer providing documentary proof (such as an invoice or quotation from the supplier) of the value of damaged or missing goods.
- 9.3.
  - 9.3.1 For the avoidance of doubt, if a consignment is lost, damaged or destroyed, PTE Logistics' liability to the customer in respect of the loss, damage or destruction will be limited to the cost of repairing the goods in the consignment or replacing the value of the goods or ZAR 1,000 (one thousand rand), whichever is the LEAST.
  - 9.3.2 Notwithstanding anything stated to the contrary in these terms and conditions, the Customer hereby indemnifies PTE Logistics against any claim brought by any third party in respect of loss of or damage to a Parcel or Consignment which is handled, transported or otherwise dealt with or intended to be dealt with by PTE Logistics in terms of these terms and conditions where, and to the extent that, such claim exceeds the amount as set out in clause 9.3.1 above
- 9.4. If the Customer requires PTE Logistics to arrange additional insurance cover through their insurance supplier for any consignment (up to a value of R250,000):
  - 9.4.1. It must request the insurance before the consignment is collected
  - 9.4.2. The Customer must pay for the premium for the additional insurance cover at the same time as its pays for the services; and
  - 9.4.3. The insurance cover will be subject to the terms and conditions of the insurance policy, which are available from PTE Logistics upon request.
- 9.5. PTE Logistics cannot offer insurance on 2<sup>nd</sup> hand equipment and machinery including electronic machinery.
- 9.6. For the avoidance of any doubt, if no additional insurance cover is requested by the Customer in terms of 9.4, if the conditions of 9.5 are not met or if a claim is repudiated by the insurers, the Customer will have no claim against PTE Logistics in respect of the loss or damage of the consignment in excess of the compensation of ZAR 1,000 referred to in 9.2.
- 9.7. The Customer must notify PTE Logistics of any claim in respect to lost, damaged or destroyed consignments within 30 days after the date upon which the loss or damage occurs, or the Customer will have no claim in respect of the loss.
- 9.8. If any claim is repudiated by the insurers, the Customer must contest the repudiation within 180 days after receiving the notice of repudiation, failing which the Customer will have no claim under the insurance policy.
- 9.9. When PTE Logistics arranges insurance for the Customer, it acts as a referee only and not as an insurance expert in respect of the insurance to be provided to the Customer. None of PTE Logistics employees is authorised to offer advice in respect of insurance.
- 9.10. PTE Logistics will not liable to the Customer for any consequential damages that the Customer or any other person may suffer as the result of any loss of, damage to, destruction of or late delivery of any consignment.

## 10. Domicilia and Notices

- 10.1. The Customer chooses as its domicillium citandi et executandi for the receipt of any notices and/or legal processes arising from these terms and conditions at the addresses set out in the credit agreement. This means that documents may be served at those addresses even if the Customer is not there, and that such service will be regarded as adequate service for legal purposes.

## 11. Legal Costs

- 11.1. If PTE Logistics takes legal action to enforce payment of any amount due by or any of its rights against the Customer, or to successfully defend any claim against it by the Customer, the Customer will be liable to pay the legal costs incurred by PTE as taxed.

## 12. General

- 12.1. These terms and conditions, together with the credit agreement, constitutes the whole agreement between the Parties as to the subject matter hereof and no representations or warranties between the Parties other than those herein are binding on the Parties.
- 12.2. No addition or variation of these terms and conditions and no waiver of any right arising from these terms and conditions shall be of any force or effect reduced to writing and signed by both of the parties.
- 12.3. PTE Logistics may amend these terms and conditions and the Tariff Schedule from time to time and will furnish the customer with such new terms and conditions and new Tariff Schedules from time to time, 30 days before it is implemented. Should the Customer continue to transact with PTE Logistics after the implementation of the new terms and conditions and/or Tariff Schedule this will be seen to be acceptance of the new terms and conditions and/or Tariff Schedule.

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12.4. In the event that any of the terms and conditions contained herein are found to be invalid, unlawful or unenforceable, such terms will be severable from the remaining terms, which will continue to be valid and enforceable.

12.5. These terms and conditions shall govern every service rendered by PTE Logistics to the Customer.

13. Guarantee of Authorisation

13.1. The person who signs these terms and conditions on behalf of the Customer warrants that:

13.1.1. All information provided in the application for credit is correct; and

13.1.2. He/she is duly authorised to represent the Customer. If the Customer disputes the authority of the signatory, then the signatory agrees that he/she will be personally liable to PTE Logistics for the fulfilment of all of the Customer's obligations.

**Authorise Signatory of Client:**

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

Place: \_\_\_\_\_