

1. INTERPRETATION

In these Terms and Conditions

- 1.1. "Aramex" means Aramex South Africa (Pty) Limited (Registration No.1998/011447/07), subject to 22.1 below;
- 1.2. "**Customer**" means any person with whom Aramex contracts for the purpose of providing any advice, information or service;
- 1.3. "Goods" means any goods handled, transported or dealt with by Aramex or on its behalf on the instructions of the Customer, and includes any container or other equipment used in connection with such goods;
- 1.4. "**the Owner**" means the owner of the Goods to which any business concluded under these Terms and Conditions relates and any other person having any interest therein.

2. COLLECTION, DELIVERY AND WAREHOUSING

- 2.1 All collection instructions of the Customer or agreed variations to those instructions, however given, shall be binding and subject to these Terms and Conditions.
- 2.2 Any waybill, air waybill, or bill of lading, (copy or original) signed by the Customer or a third party engaged to transport the Goods and held by Aramex shall be prima facie proof that delivery was made to the Customer.
- 2.3 If delivery of any Goods is not accepted by the Customer, consignee or party nominated by the Customer at the appropriate time and place then Aramex shall be entitled to store the Goods at no risk to Aramex and at the expense of the Customer and the provisions of clause 18.1 shall apply *mutatis mutandis*.
- 2.4 Pending forwarding and/or delivery by or on behalf of Aramex, or if so required by the Customer, any Goods may be warehoused or otherwise held at any place as determined by Aramex in its absolute discretion, at the Customer's risk and expense.

3. SPECIAL GOODS AND GOOD'S REQUIRING ARAMEX'S CONSENT

- 3.1 Except under special arrangements previously made in writing, Aramex will not accept or deal with bullion, coin, precious stones, jewellery, valuables, antiques, pictures, human remains, livestock or plants.
- 3.2 The Customer shall obtain in advance Aramex's specific written consent to accept into its possession or control any Goods which may be or become dangerous, inflammable or noxious, or which by their nature may injure, damage, taint or contaminate, or in any way whatsoever adversely affect any person, goods or property. The Customer warrants that such Goods, or the case, crate, box, drum canister, tank, flat, pallet, package or other holder or covering of such Goods will comply with any applicable laws, regulations or requirements of any authority or carrier and that the nature and characteristics of such Goods and all other data required by such laws, regulations or requirements will be prominently and clearly marked on the outside cover of such Goods.
- 3.3 If any such Goods are delivered to Aramex, whether or not in breach of the provisions of clause 3.1, Aramex may destroy or otherwise deal with such Goods as it in its discretion deems fit at the risk and expense of the Customer. The Customer indemnifies Aramex against all loss, liability or damage caused to Aramex as a result of the tender of such Goods to Aramex.
- 3.4 Without limiting or affecting any other provision of these Terms and Conditions, Goods (whether perishable or otherwise) in the care, custody or control of Aramex may, at the Customer's expense, be sold or disposed of by Aramex without notice to the Customer, sender, owner or consignee, if-
 - 3.4.1 such Goods have begun to deteriorate or are likely to deteriorate;
 - 3.4.2 such Goods are insufficiently addressed or marked;
 - 3.4.3 the Customer cannot be identified
 - 3.4.4 the Goods have not been collected or accepted by the Customer or any other person after the expiration of 21 days from Aramex notifying the Customer in writing to collect or accept such Goods.

4. EXAMINATION OF LANDED GOODS

- 4.1 Where it is necessary for an examination to be held or other action to be taken by Aramex in respect of any discrepancy in the Goods which are landed or discharged from any vehicle, vessel or aircraft, no responsibility shall attach to Aramex for any failure to hold such examination or to take any other action unless Aramex has been timeously advised by the landing or discharging agent that such Goods have been landed and that such a discrepancy exists.
- 4.2 Aramex will not be responsible for examining or counting any Goods received by it where such Goods are bundled, palletised or packed in any manner such that their number cannot be quickly and easily counted. Should Aramex undertake to count Goods so received, it shall incur no liability in respect of any error or inaccuracy in such counting, whether such error or inaccuracy is the result of negligence on the part of Aramex or otherwise. Aramex shall be entitled to levy a charge on the Customer for the counting of Goods in such circumstances.

5. RECOVERY OF DUTY OVERPAID

- 5.1 Where as a result of any act or omission by Aramex or its agents, and whether or not such act or omission was negligent, any duty, tax, levy, railage, wharfage, freight, cartage or any other impost or charge has been paid or levied in an incorrect amount, then any responsibility or liability to the Customer which Aramex may otherwise have will cease and fall away if the Customer does not
 - 5.1.1 within a reasonable time, having regard to all the circumstances, advise Aramex that an incorrect amount has been paid or levied; and
 - 5.1.2 do all such acts as are necessary to enable Aramex to effect recovery of the amount incorrectly paid.
- 5.2 Should any act or omission by the Customer prejudice Aramex's right of recovery, the Customer shall be deemed not to have complied with the provisions of clauses 5.1.1 and 5.1.2.

6. CUSTOMER'S UNDERTAKINGS

- 6.1 The Customer undertakes to inform Aramex in writing within 7 days of any change of Director, Member Shareholder, Owner or Partner or address, or 14 days prior to selling or alienating the Customer's business, and failure to do so will constitute a material breach of the Customer's obligations in terms hereof. Upon receipt of such written notification, Aramex reserves the right, at its sole discretion, to withdraw any credit facility advanced to the Customer.
- 6.2 The Customer warrants that
 - 6.2.1 it is either the owner or the authorised agent of the owner of any Goods in respect of which the Customer instructs Aramex;
 - 6.2.2 the owner, sender or consignee (if not the Customer) is bound by these Terms and Conditions for itself a its agents and for any parties on whose behalf it or its agents may act;
 - 6.2.3 all information and instructions supplied or to be supplied by it to Aramex is and shall be accurate, true and comprehensive, and indemnifies Aramex against all claims, losses penalties, damages, expenses and fines arising as a result of a breach of the afore going;
 - 6.2.4 all Goods will be properly, adequately and appropriately prepared and packed, stowed, labelled and marked;

7. TIME OF THE ESSENCE

Time is of the essence for the performance by the Customer of all obligations owed to Aramex in terms of any agreement which is governed by these Terms and Conditions.

8. ARAMEX'S DISCRETION

- 8.1 In the absence of specific instructions given timeously in writing by the Customer to Aramex, Aramex shall have the discretion to decide when and how to discharge its obligations to the Customer.
- 8.2 In all cases where there is a choice of tariff rates or premiums offered by any carrier, warehouseman, underwriter, or other person then, depending on the declared value of the relevant Goods or the extent of the liability assumed by the carrier, warehouseman, underwriter or other person, it shall be in the discretion of Aramex as to what declaration, if any, shall be made, and what liability, if any, shall be imposed on the carrier, warehouseman, underwriter or other person.

9. PRINCIPAL AND AGENT

- 9.1 Unless otherwise agreed in writing Aramex, in procuring the carriage, storage, packing or handling of Goods shall be entitled to act either as an agent for and on behalf of the Customer or as a principal, as it in its absolute discretion deems fit.
 - 9.1.1 Unless otherwise agreed in writing, Aramex, when acting as agent for and on behalf of the Customer, shall be entitled to enter into any contract it reasonably deems necessary or requisite for the fulfilment of the Customer's instructions and such contract will be binding on the Customer.

10. FIATA COMBINED TRANSPORT BILL OF LADING

Aramex shall be entitled to issue, in respect of the whole or part of any contract for the movement of Goods, a FIATA combined transport bill of lading ("FBL"). In that case, these Terms and Conditions shall continue to apply except insofar as they conflict with the conditions applicable to the FBL and Aramex shall be entitled to raise an additional charge to cover its additional obligations arising under the FBL.

11. EXCLUSION OF OBLIGATIONS OF COMMON OR PUBLIC CARRIER

Aramex deals with Goods only on the basis that it is neither a common carrier nor a public carrier.

12. NO WARRANTIES

Aramex makes no warranties or representations to the Customer save as may be specifically provided herein or as notified in writing by Aramex to the Customer from time to time.

13. INSURANCE

- 13.1 The insurance procured by Aramex on behalf of the Customer will be subject to such exceptions and conditions as may be imposed by the insurance company or underwriter taking the risk and Aramex shall not be obliged to obtain separate cover for any risks so excluded. Unless otherwise agreed in writing Aramex shall not be under any obligation to obtain separate insurance in respect of separate consignments but may insure all or any of such consignments under any open or general policy held by Aramex from time to time.
- 13.2 Should any insurer dispute its liability in terms of any insurance policy in respect of any Goods, the Customer shall have recourse against such insurer only and Aramex shall not have any responsibility or liability whatsoever in relation thereto Insofar as Aramex agrees to arrange insurance, Aramex acts solely as agent for and on behalf of the Customer.

14. LIMITATION OF LIABILITY

- 14.1 Under no circumstances shall Aramex or any of its affiliates, subsidiaries, directors, servants, agents or employees be liable for any consequential damages including loss of profits or for any delictual liability of any nature whatsoever.
- 14.2 Other liability will be limited to the Airway Bill as per the Warsaw Convention (Air transport) or the Bill of Lading (Ocean transport).

15. PRICES

- 15.1 The Customer agrees to the Standard Rates of Aramex for any services rendered by Aramex, which rates may be obtained on request and which may be subject to increase from time to time in the event of the costs incurred by Aramex (including statutory charges) being increased
- 15.2 If the Customer disputes the amount of any increase in Aramex's charges over the amount quoted by Aramex, any independent auditor may certify the amount of the increase and such certificate shall be final and binding on the Customer
- 15.3 The Customer will be liable under all circumstances for any duties, taxes, imposts, levies, deposits or other charges levied by the authorities, intermediaries or other parties at any port or place for or in connection with the Goods, and for any payments, fines, penalties, expenses, loss or damage or whatsoever incurred or sustained by Aramex in fulfilling its instruction.
- 15.4 When Goods are accepted or dealt with by Aramex upon instructions to collect freight, duties, charges or other expenses from the consignee or any other person, the Customer shall remain responsible therefore if they are not paid by such consignee or any other person immediately when due.
- 15.5 If accepted by Aramex, instructions to collect payment on delivery shall be subject to the condition that Aramex will be entitled to assume that the recipient will effect payment and will not be liable for any negotiable instrument which is not met on due date for payment.
- 15.6 The Customer will remain liable for the full and correct amount of any charge or fee whatsoever notwithstanding incorrect invoicing by Aramex

16. PAYMENT AND CREDIT

- 16.1 The Customer agrees that the amount contained in a Tax Invoice issued by Aramex shall be due and payable unconditionally cash on order or, if the Customer is a Credit Approved Customer, within 30 days from the end of the month in which a Tax Invoice has been issued by Aramex.
- 16.2 The Customer has no right to withhold payment (or to set off any amount due by it to Aramex against any amount owed to it by Aramex) for any reason whatsoever and agrees that it shall not be entitled to any extension of time for payment of any amount unless so agreed by Aramex in writing.
- 16.3 The risk of payment by cheque through the post rests with the Customer.
- 16.4 The Customer agrees that the amount due and payable to Aramex may be determined and proven by a certificate issued and signed by any director or manager of Aramex, whose authority need not be proved, or by any independent auditor. Such certificate shall be binding and shall be prima facie proof of the indebtedness of the Customer.
- 16.5 The Customer expressly agrees that no debt owed to Aramex by the Customer shall become prescribed before the passing of a period of 6 years from the date the debt falls due
- 16.6 A Credit Approved Customer will forthwith lose such approval when payment is not made within the period referred to in 16.1 and all amounts then outstanding shall immediately become due and payable.
- 16.7 Aramex shall be entitled to withdraw credit facilities at any time within its sole discretion
- 16.8 In the event where the Customer nominates a third party as debtor, and the third party declines to settle Aramex's charges, the Customer shall remain liable for these charges.
- 16.9 The Customer hereby consents to the storage and use by Aramex of the personal information that it has provided to Aramex for establishing its credit rating and to Aramex disclosing such information to credit control companies, banks and other institutions involved in rating credit. The Customer agrees that Aramex will not be held liable for the disclosure in good faith of any of this information to such third parties and that no further specific consent needs to be obtained for the transfer of such information to a specific third party
- 16.10 "The Customer hereby consents (a) to Aramex transmitting data about this application as well as the opening of the relevant account and the termination thereof to any credit bureau; (b) to Aramex transmitting to any credit bureau any information pertaining to the Customer's non-compliance or otherwise with these terms and conditions; (c) to any credit bureau providing Aramex with a report on the Customer's credit profile and a credit score on its credit worthiness for purposes of credit assessment and any other prescribed purposes"
- 16.11 Addendum to Customer application - The customer herewith consents to the Credit Bureau and Commercial banks providing Aramex with a bank code for purposes of credit assessment and any other prescribed purposes.

17. DISCOUNTS

Aramex is entitled to the benefit of any discounts obtained and to retain and be paid all brokerages, commissions, allowances and other remuneration of whatsoever nature and kind and shall not be obliged to disclose or account to the Customer or any other person for any such amounts received or receivable by it.

18. ARAMEX'S LIEN

- 18.1 All Goods and documents relating to Goods, including bills of lading and import permits, as well as all refunds repayments, claims and other recoveries, shall be subject to a lien and pledge either for monies due in respect of such Goods or for other monies due to Aramex from the Customer, sender, owner, consignee, importer or the holder of the bill of lading or their agents, if any, for present and past debts.
- 18.2 Aramex shall be entitled, without first obtaining an order of court, to sell all or any of the Goods by public auction or, on reasonable notice not exceeding 14 days, by private treaty in order to recover monies due to it from the Customer.

19. FORCE MAJEURE

Aramex shall not, subject to these Terms and Conditions, be responsible for or liable for any delay or non-performance of its obligations in terms hereof directly caused or resulting from force majeure.

20. DISPUTES AND BREACH

- 20.1 Should there be any dispute of any nature whatsoever between the parties in regard to any matter relating to these Terms and Conditions, the Customer shall nevertheless be obliged to perform its obligations in terms of any agreement as though Aramex had performed properly and to the Customer's satisfaction.
- 20.2 The Customer's remedy, having performed its obligations as provided in clause 20.1, shall be limited to an action against Aramex for specific performance and/or for repayment of either the whole or portion of any amount which the Customer alleges constitutes an overpayment.
- 20.3 In any dispute between Aramex and the Customer, Aramex shall be deemed to have performed its obligations in a proper and workmanlike manner and strictly in accordance with any agreement between it and the Customer until such time as the Customer proves the contrary.

- 20.4 The Customer agrees that if an account is not settled in full on the date or within the period required in 16.1 Aramex will be entitled-
20.4.1 to immediately institute action against the Customer, at the cost of the Customer, for payment of the amount due;
or
20.4.2 to cancel its agreement with the Customer and take possession of any Goods deliverable to the Customer and claim damages, without prejudice to any other right to which Aramex may be entitled in terms hereof or in law.
- 20.5 Any order is subject to cancellation by Aramex if the Customer breaches any term hereof, or is placed in liquidation or is sequestrated (whether provisionally or finally), or enters into or attempts to enter into a compromise with its creditors, or if judgement is entered against the Customer or any of its principals and such judgment is not satisfied within a period of 10 days.
- 20.6 The Customer shall be liable to Aramex for all legal expenses on the attorney and own client scale in the event of any default by the Customer or any litigation in regard to the validity and enforce ability of any of its rights in terms hereof The Customer shall also be liable for any tracing, collection or valuation fees incurred as well as for any costs, including stamp duties, for any form of security that Aramex may demand.
- 20.7 The Customer agrees that Aramex will not be required to furnish security in terms of Rule 62 of the Rules of Court of the Magistrate's Courts or in terms of Rule 47 of the High Court Rules.

21. NOTICES

- 21.1 Any document shall be deemed duly presented to and accepted by the Customer-
- 21.1.1 within 3 days of prepaid registered mail to any of the Customer's business or postal addresses or to the personal address of any director, member or owner of the Customer;
or
21.1.2 within 24 hours of being faxed to any of the Customer's fax numbers or any director, member's or owner's fax
21.1.3 on being delivered by hand to the Customer or any director, member or owner of the Customer; or
21.1.4 within 24 hours of being emailed to any email address provided by the Customer.
- 21.2 The Customer chooses the address given by it in Aramex's "Credit Application and Suretyship" form completed and signed by it (or such other address as it may advise from time to time in terms of 6.1) as its address for any notification or service of legal documents or processes (*domicilium citandi et executandi*) for all purposes in terms hereof.

22. ASSIGNMENT TO GROUP COMPANIES AND SUBCONTRACTING

- 22.1 Aramex may, at its election, render any service itself or procure that its holding company, or any other subsidiary of its holding company, renders such service upon and subject to the Terms and Conditions contained herein which shall apply *mutatis mutandis* to the Customer and such holding company or such subsidiary.
- 22.2 Any business entrusted by the Customer to Aramex may, in the absolute discretion of Aramex, be fulfilled by Aramex itself, by its own servants performing part or all of the relevant services, or by Aramex employing, or entrusting the Goods or services to third parties on such conditions as may be stipulated by, or negotiated with, such third parties or the purposes of such services, or such part thereof as they may be employed to carry out.
- 22.3 Where Aramex employs third parties to perform all or any of the functions which it has agreed to perform, the Customer agrees that Aramex shall have no responsibility or liability to the Customer for any act or omission of such third party, even though Aramex may be responsible for the payment of such third party's charges.
- 22.4 Notwithstanding anything to the contrary contained herein, the Customer agrees that all Goods shall be dealt with by Aramex on the terms and conditions, whether or not inconsistent with these Terms and Conditions, stipulated by the carriers, warehousemen, government departments, and all other parties (whether acting as agents or subcontractors to Aramex or not) into whose possession or custody the Goods may pass, or subject to whose authority they may at any time be.

23. BINDING AGREEMENT

- 23.1 These Terms and Conditions will only be deemed to constitute an agreement between Aramex and the Customer when accepted and signed by Aramex
- 23.2 Any order by the Customer only becomes final and binding on receipt and acceptance of such order by Aramex.

24. SURETYSHIP

The Customer's signatory hereby binds himself/herself in his/her personal capacity in favour of Aramex as surety for and co-principal debtor with, the Customer for the due performance by the Customer of all of its obligations to Aramex in terms hereof. Such signatory hereby further waives the benefit of the legal exceptions of excussion, division, cession of actions and *non causa debiti* and declares that he/she knows and understands the meaning and effect of such renunciation.

25. GENERAL

- 25.1 If any provision of these Terms and Conditions is unenforceable, then Aramex shall be entitled to elect (which election may be made at any time) that such provision shall be severed from the remaining provisions of these Terms and Conditions which shall not be affected and shall remain of full force and effect.
- 25.2 No variation of these Terms and Conditions shall be binding on Aramex unless embodied in a written document signed by a duly authorised director of Aramex.
- 25.3 No extension of time or waiver or relaxation of any of the Terms and Conditions shall operate as an estoppel against any party, nor shall it operate so as to preclude such party thereafter from exercising its rights strictly in accordance with these Terms and Conditions.