



CREDIT APPLICATION

Logic Beyond Boundaries

CREDIT APPLICATION FORM

Submitted to

DAS GLOBAL LOGISTICS (PTY) LTD

(hereinafter referred to as "The Company")

1. Registered name of business (hereinafter referred to as "the Customer") _____

2. Trading name of business _____

3. Business type: _____ Reg No: _____

- | | | | |
|-------------|--------------------------|-------------|--------------------------|
| Sole trader | <input type="checkbox"/> | Partnership | <input type="checkbox"/> |
| Close Corp | <input type="checkbox"/> | (Pty) Ltd | <input type="checkbox"/> |
| Limited Co | <input type="checkbox"/> | Trust | <input type="checkbox"/> |

4. Are you a juristic person whose asset value or annual turnover, together with your combined asset value or annual turnover of all related juristic persons, at the time this agreement is entered into, equals or exceeds the threshold value determined by the minister in terms of section 7(1), of the /national Credit act, 2005? (R 1000 000.00) Yes No

5. VAT Reg No _____ Importers/Exporters customs code _____

6. Reg for Rebate _____ Industry _____

7. Registered name of holding company _____

8. Business activities _____

9. Postal address _____

10. Registered address (physical) _____

11. Telephone code & no _____ Cell or additional tel no _____

Fax code & no _____ Email _____

12. Premises owned or leased

Details of Proprietors

Directors Shareholders Members Partners

13. Full names _____ ID No (or DOB): _____
Residential address _____ Tel No : _____
_____ % shareholding/interest

14. Full names _____ ID No (or DOB): _____
Residential address _____ Tel No : _____
_____ % shareholding/interest

15. Full names _____ ID No (or DOB): _____
Residential address _____ Tel No : _____
_____ % shareholding/interest

16. How long has proprietor(s) owned the business? _____

Trade Reference (access to this detail is hereby provided)

17. Trade Ref 1: Name _____ Acc No _____ Tel _____
Address _____ Terms _____ Credit limit R _____
Do they keep to: 1) Terms _____ 2) Credit limits _____

18. Trade Ref 1: Name _____ Acc No _____ Tel _____
Address _____ Terms _____ Credit limit R _____
Do they keep to: 1) Terms _____ 2) Credit limits _____

19. Trade Ref 1: Name _____ Acc No _____ Tel _____
Address _____ Terms _____ Credit limit R _____
Do they keep to: 1) Terms _____ 2) Credit limits _____

- | | | |
|--------------------------|----------------|------------------------|
| Keep to terms? 1) Always | 2) Usually | 3) Generally |
| 4) Not often | 5) Problem a/c | 6) Not given reference |

Insurance

20. Would you like all your goods/shipments to be insured? Yes No
The customer hereby agrees and acknowledges that if the customer's goods are not insured, they are handled/moved entirely at the customer's own risk.
21. Insurance Type _____ Valuation Uplift _____
Specific insurance instructions _____

Financial Information

22. Institution _____ Branch _____ Date opened _____
Acc name _____ Acc No: _____ On EFT _____
23. Auditors/Accounting officer's name _____
Tel area code & No: _____ Fax area code & No: _____
24. List all sureties given, cession of debtors, notarial bonds, etc.

25. Is your debtors book factored : Yes No
26. Judgments
By whom _____ Amount R _____
Reason _____ Outcome _____
27. List all liquidations, sequestrations against the business or its principals.

28. Undersigned confirms that the latest audited financial statements will be made available upon request.

29. Credit (limit requested) R _____

30. Credit Terms requested. COD 7 15 30 45

31. The customer specifically contracts to adhere to the payment terms of the company, which is as per agreement.

32. Undersigned accepts the standard Terms of Contract attached hereto
I/We warrant that the information contained herein is true and correct in every respect.
I/We undertake to notify the company in writing immediately of any change in this information.

33. I/We agree that the company may use the service of any registered credit bureau or other supplier information, to assist in assessing the customer credit worthiness, now and at any time in the future. I/We agree that the company may source information (including conduct and payment patterns) from any reference source set out in this application, or from any other industry supplier. I/We agree that the company may disclose information regarding the applicant (customer's) credit worthiness and conduct of the accounts to any registered credit bureau and other suppliers in the industry.

Yes No

The customer hereby declares that no cheques will be issued in payment unless there are sufficient funds available and that such funds will remain available in order that all cheque payments will be honored and that under no circumstances will any cheque be stopped.

I/We, the customer, hereby agree that any alterations to the credit application or standard terms of contract are null and void unless agreed by the company in writing.

I/We am duly authorized to sign this application and confirm that I have received a copy of the standard Terms of Contract.

34. Signed _____ Place _____ Date _____

Printed name _____ Capacity of signatory _____

35. Witness _____ Place _____ Date _____

36. Accounts Executive signature _____

Place _____ Date _____

**STANDARD TERMS OF CONTRACT
DAS GLOBAL LOGISTICS (PTY) LTD**

1. DEFINITIONS

1.1 For the purposes of these contractual terms, unless inconsistent with the context, the following words shall have the following meaning:

“the/these Contractual Terms” these Standard Terms of Contract

“the Customer” any person or persons at whose request or on whose behalf or for whom DAS Global Logistics undertakes any business, or provides any advice, information of Services, whether gratuitously or not

“the Goods” any Goods of any nature whatsoever in respect of which DAS Global Logistics provides Services, and includes without limitation, any container, transportable tank, flat pallet, package or any other form of covering, packaging, container or equipment used in connection with or in relation to such Goods

“the Services” any Services of any nature whatsoever that DAS Global Logistics performs or may be required to perform for and on behalf of a Customer, including, without limitation the handling transportation, consolidation, forwarding and clearing, receipt, warehousing, storage and dispatch of Goods, together with any advice or information given in respect thereof, whether gratuitously or not

“DAS Global Logistics” DAS Global Logistics (Pty) Ltd, Registration No.2010/013247/07.

1.2 The head notes to the clauses of these Contractual Terms are inserted for reference purposes only and shall in no way govern or affect the interpretation of these contractual terms.

1.3 Unless inconsistent with the context an expression which denotes:-

1.3.1 Any gender includes the other gender;

1.3.2 A natural person includes a juristic person and vice versa;

1.3.3 The singular includes the plural and vice versa.

1.4 If any provision in a definition is a substantive provision conferring rights or imposing obligations on any party, notwithstanding that it is only in the interpretation clause, effect shall be given to it as if it were a substantive provision of this agreement.

1.5 Where any terms is defined within the context of any particular clause in these Contractual Terms, the terms so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, shall bear the meaning ascribed to it for all purposes in these Contractual Terms, notwithstanding that the term has not been defined in this interpretation clause.

2. APPLICABILITY

All and any business undertaken by DAS Global Logistics, including without limitation in connection with the supply of goods and the provision of services is and shall be subject to the terms contained in these Contractual Terms, which shall apply to the exclusion of any other terms and conditions (including without limitation any other general or standard trading terms and conditions of the Customer) unless otherwise specifically agreed to in writing by DAS Global Logistics.

3. STATUS OF DAS GLOBAL LOGISTICS AND THE CUSTOMER

3.1 DAS Global Logistics is not a common carrier nor a public carrier, nor a depository for or without reward.

3.2 Every Customer contracting with DAS Global Logistics to provide Services shall be deemed to do so in every respect not only on its own behalf (as principal) but also as agent on behalf of every person owning or otherwise interested at any time in any goods that are the subject of the service in question.

3.3 Every Customer warrants that it has the authority to contract with DAS Global Logistics, either as owner of the goods in question or as the authorized agent of the persons referred to in clause 3.2.

3.4 If the customer is an agent acting on behalf of a principal, DAS Global Logistics may, at its sole discretion, claim performance and/or payment from both the agent and the principal, or any one of them.

3.5 In addition to these Contractual Terms DAS Global Logistics has adopted the South African Freight Association of Freight Forwarder's Terms and Conditions (“SAAFF STCs”). A copy of the SAAFF STCs are available on request from any of the offices of DAS Global Logistics, at the DAS Global Logistics Head Office, or a copy of the SAAFF STCs can be obtained from the South African Freight Association of Freight Forwarder's by contacting them by telephone on 011 480 4951, on the internet at www.saaft.org.za via email: saaff@saaff.org.za or by post: Private Bag X89, Bryanston, 2021. In the event that there is a conflict between the SAAFF STCs and these Contractual Terms and conditions of these Contractual Terms shall prevail.

4. GENERAL ACKNOWLEDGEMENTS BY AND OBLIGATIONS OF THE CUSTOMER

The customer agrees and acknowledges that:-

4.1 DAS Global Logistics shall be entitled to undertake such credit reference checks on the customer and the customer's member, trustees, directors or shareholders with such persons or parties (including without limitation the customer's bankers and any credit bureau) as DAS Global Logistics may reasonably require from time to time.

4.2 DAS Global Logistics shall be entitled to have access to such information as it may reasonably require in order to assess the ability of the customer to pay any amounts due to DAS Global Logistics and the customer shall allow and procure that DAS Global Logistics obtain such access;

4.3 DAS Global Logistics may at any time and for any reason whatsoever immediately withdraw all and any credit facilities extended to the customer and claim forthwith from the customer the full outstanding balance due and payable in terms of such facility;

4.4 In the event that the customer fails to effect payment of any amount due to DAS Global Logistics in terms of this agreement by the due date of such payment, DAS Global Logistics shall at any time be entitled to call upon and the customer shall be obliged to immediately furnish DAS Global Logistics with copies of the customer's business management accounts and annual financial statements over such period as DAS Global Logistics may require;

4.5 The customer hereby subordinates all and any of its claims on loan account that it currently has or may in the future have from time to time against any of its subsidiaries in favour of DAS Global Logistics and shall ensure that such claims remain subordinated whilst any amounts are due, owing and payable by the customer to DAS Global Logistics from any cause whatsoever;

4.6 The customer shall ensure, where relevant that the goods bear all proper marks and labels to facilitate easy identification as to enable DAS Global Logistics to perform the services;

4.7 The customer shall ensure that the goods are fit for the safe and proper execution of the services.

5. CHARGES AND PAYMENT

5.1 DAS Global Logistics shall be remunerated by the customer in accordance with the rates or charges estimated to the customer from time to time.

5.2 Unless otherwise agreed in writing, all sums shall be paid to DAS Global Logistics without set-off or deduction in cash on the date of invoice.

5.3 All payments due by the customer to DAS Global Logistics shall be made to DAS Global Logistics at its principal place of business or into such bank or bank accounts as DAS Global Logistics may specify and shall be made without deduction or demand and payment shall not be withheld or deferred on account of any counterclaim or set-off.

5.4 DAS Global Logistics does not accept risk for any cheques sent to it by post and payment of any amount due to DAS Global Logistics which has been forwarded to it by cheque shall be deemed to have been made only when such cheque has been deposited into DAS Global Logistics's bank account and the cheque cleared.

5.5 An amount not paid on due date shall, at the discretion of DAS Global Logistics, bear interest from the due date until it is paid, at the maximum permissible rate allowed in terms of South African law, in respect of the amount in question.

5.6 A certificate purporting to be signed by a manager of a bank which describes itself as DAS Global Logistics's principal bankers setting out the prime bank overdraft rate and the date and extent of any changes thereto, shall be prima facie proof of its contents;

5.7 The customer must notify DAS Global Logistics of any dispute relating to any invoice within 14 (FOURTEEN) days after the date of invoice setting out clearly the areas and issues of the dispute, failing which the invoices shall be deemed to be correct in all respects. The parties undertake to use their best endeavors to resolve any such disputes within 30 working days after the date of the invoice in question.

5.8 Any estimate given shall be on the basis of immediate acceptance and shall be subject to withdrawal or revision by DAS Global Logistics. Further, unless otherwise agreed in writing, DAS Global Logistics shall notwithstanding acceptance be at liberty to revise estimates or charges (with or without notice) in the event of changes occurring in currency exchange rates, rates of freight, surcharges, insurance, equipment rental rates, labour rates and other charges applicable to the handling of the goods. DAS Global Logistics cannot be held responsible for any changes in rates or charges due to increases or decreases in rates or charges previously offered by Shipping Lines, Airlines, Governmental Authorities or their subsidiaries, and this shall further more include any changes made to taxes, duties, VAT, or withdrawal of rebate facilities by the South African Revenue Services, including Customs and Excise and the Department of Trade and Industry. Such charge could take place without any prior notice to DAS Global Logistics and could affect actual disbursement costs. DAS Global Logistics is obliged to pay such amounts to any of the afore-mentioned bodies on behalf of the customer therefore DAS Global Logistics shall remain indemnified against all such charges and amounts, meaning that the customer shall remain responsible for such and agrees to pay such amounts as invoiced by DAS Global Logistics to the customer.

5.9 The company is entitled to the benefit of any discounts obtained and to retain and be paid all brokerages, commissions, allowances and other remunerations of whatsoever nature and kind and shall not be obliged to disclose or account to the customer, or any other party for any such benefit or remuneration received by it.

5.10 When goods accepted or dealt with on instructions to collect freight, duties, charges or other expenses from the consignee or any other person, the customer shall nevertheless remain responsible for same if they are not paid by such consignee or other person immediately when due.

5.11 If accepted by DAS Global Logistics, instructions to collect payment on delivery in cash of other duties shall be subject to the condition that DAS Global Logistics in the matter of such collection will be liable for the exercise of reasonable care only.

5.12 The customer, sender, owner, consignee and their agents if any, shall be liable for any duties, taxes, imports, levies, deposits, unpaid freight or outlays of whatsoever nature levied in connection with the goods, and for any payments, fines, expenses, loss or damage whatsoever incurred or sustained by DAS Global Logistics in connection therewith. The customer indemnifies DAS Global Logistics against all such amounts and agrees to pay them on demand.

5.13 In the event that payment to DAS Global Logistics is effected electronically, the customer bears the risk in respect of such payment until such time as the funds are received and cleared into DAS Global Logistics's bank account.

6. WAREHOUSING

6.1 In providing the services, the goods may be warehoused or otherwise held at any place as determined by DAS Global Logistics in its absolute discretion. At all times the goods will be held at the customer's risk and expense.

6.2 The customer warrants that:

6.2.1 All goods delivered to DAS Global Logistics for warehousing shall be packed and labeled and in the event of any such goods requiring special storage, packing or labeling by reason of their nature or properties or in accordance with any regulation, convention or statute, that all such requirements shall be complied with; and

6.2.2 Notice of any special storage requirements of any such goods shall be given to DAS Global Logistics in writing prior to the delivery of the goods into the custody of DAS Global Logistics or its agent, provided that DAS Global Logistics shall not be obliged to take delivery of any such goods if it believes that such goods or the handling or storage thereof are for any reason whatsoever undesirable.

6.3 If DAS Global Logistics agrees to undertake the packing of the goods into any container or the packaging or unitization of the goods for any purpose, such packaging or unitization shall be undertaken at the sole risk and expense of the customer. The customer shall provide DAS Global Logistics with full packing and labeling instructions in writing, including but not limited to any requirements as to the internal or other securing, mass distribution, maximum aggregate mass restrictions, labeling, temperature control or other restrictions, information as to the properties of the goods and any noxious or other possible hazards or dangerous properties they might possess.

7. TRANSPORT DOCUMENTS

DAS Global Logistics may issue in respect of the whole or any part of any contract for the movement of goods, a combined transport document or bill of lading in a form that shall be within DAS Global Logistics's discretion, including a FIATA combined transport bill of lading, a warehouse and/or forwarding receipt, an air or sea waybill, a consignment or delivery note, a container movement or transport order, a groupage or house bill of lading or a receipt for shipment or dispatch bill of lading (any of which may reflect DAS Global Logistics or any other as the carrier in terms thereof) provided that where a combined transport document or bill of lading is issued, these trading terms and conditions shall continue to apply as between DAS Global Logistics on the part and the customer and/or owner or customer of the other part.

8. DAS GLOBAL LOGISTICS'S DISCRETION IN THE ABSENCE OF INSTRUCTIONS

In the absence of specific instructions given timeously in writing by the customer to DAS Global Logistics:

8.1 It shall be in the sole discretion of DAS Global Logistics to decide at what time to perform or to procure the performance of any or all of the acts which may be necessary for the discharge of its obligations to the customer;

8.2 DAS Global Logistics shall have the sole discretion to determine the means, route and procedure to be followed by it in performing all or any of the acts or services it has agreed to perform; and

8.3 In all cases where there is a choice of tariff rates or premiums offered by any carrier, warehouseman, underwriter or any other person depending on the declared value of the relevant goods or the extent of the liability assumed by the carrier, warehouseman, underwriter or any other person, it shall be in the sole discretion of DAS Global Logistics as to what declaration, if any, shall be made, and what liability, if any, shall be imposed on the carrier, warehouseman, underwriter or any other person.

9. CESSION IN SECURITATEM DEBITI

9.1 As security for the due fulfillment (including without limitation, payments) by the customer to DAS Global Logistics of all its obligations arising from any cause whatsoever, the customer cedes to DAS Global Logistics in securitatem debiti all its right title and interest in and to any money held by DAS Global Logistics on behalf of the customer, and any claims the customer has against the Receiver of Revenue for a refund of value added Tax which have or may in the further accrue to it from time to time.

9.2 The cession shall terminate only on the payment in full to DAS Global Logistics of all amounts owing from any cause whatsoever.

9.3 The customer shall deliver to DAS Global Logistics upon demand all documents necessary to perfect this cession.

10. TIME NOT OF THE ESSENCE

10.1 Although DAS Global Logistics will make an effort to render the services within any time stated, such stated time is approximate only and shall not be a material term of any agreement. It is also subject to the customer timeously providing any instruction or information to enable DAS Global Logistics to carry out its obligations.

10.2 Unless otherwise agreed in writing all services to be rendered will be executed by DAS Global Logistics during normal working hours.

10.3 DAS Global Logistics will not be liable for any delay in the delivery of goods no matter what the cause of that delay.

11. RECEIPT OF GOODS, DELIVERY AND RISK

11.1 Unless otherwise agreed in writing, the customer shall deliver the goods to, or take delivery of the goods from such place as may be stipulated by DAS Global Logistics.

11.2 If DAS Global Logistics agrees to accept delivery of, or to deliver the goods to any other place then the following provisions will apply:

11.2.1 The customer will be liable for all the costs of delivery and shall pay such costs to DAS Global Logistics on invoice;

11.2.2 DAS Global Logistics may, acting as the customer's agent, arrange for someone to deliver the goods to or for the customer on such terms as DAS Global Logistics sees fit, and the customer will be liable for all the carrier's charges;

11.2.3 DAS Global Logistics may effect delivery and the customer shall accept delivery of the goods in installments;

11.2.4 If it is apparent to DAS Global Logistics that on receipt of the goods by DAS Global Logistics, they are damaged or defective, DAS Global Logistics shall advise the customer in writing and shall provide reasonable assistance (at the cost of the customer) to the customer to enable the customer to make any claim (whether for insurance or otherwise) which the customer considers necessary;

11.2.5 If the customer does not take delivery of the goods from DAS Global Logistics or the carrier at the agreed time or place, DAS Global Logistics may charge the customer for all expenses incurred by DAS Global Logistics in attempting to make delivery.

11.3 Where the customer provides the vehicle or rail truck, DAS Global Logistics shall not be responsible for the suitability of that vehicle or rail truck to transport the goods properly or safely, or at all.

11.4 Where the customer or shipping line provides any container or any other transportation unit, DAS Global Logistics shall not be responsible for the suitability of that container or other transportation unit to carry or transport the goods properly or safely, or at all.

11.5 Where the goods are in bulk or in break bulk, DAS Global Logistics will make reasonable efforts to maximize the quantity of the goods to be loaded onto or into vehicles, rail trucks, containers or other transport units.

12. GOODS INFORMATION

12.1 The customer shall provide to DAS Global Logistics such particulars of the goods, including weights, measurements, characteristics and descriptions as DAS Global Logistics may reasonably require for the purpose of providing and performing the services. The customer guarantees and DAS Global Logistics shall at all times be entitled to rely upon all particulars and information furnished in terms of this clause. Without limiting the foregoing, the customer guarantees to DAS Global Logistics the accuracy of all marks, limited to packing lists, invoices, bills of lading, waybills, customs and revenue service documents.

12.2 Unless otherwise agreed in writing by DAS Global Logistics the goods shall be handled at the customer's risk and the customer hereby indemnifies DAS Global Logistics against any claim, loss or damage faced or suffered by it as a result of any breach of this clause 12.

13. HAZARDOUS OR DANGEROUS GOODS

13.1 DAS Global Logistics will not be obliged to provide any service in respect of goods which are hazardous, dangerous, noxious or liable to cause injury or damage to any person, goods or property whatsoever (including without limitation those likely to harbor or encourage vermin or other pests) unless it agrees to do so in writing.

13.2 If services are provided in respect of dangerous goods, whether with or without the knowledge or express consent of DAS Global Logistics, the customer indemnifies DAS Global Logistics against all and any loss or damage suffered by DAS Global Logistics, or any third party, caused by or as a result of the presence of any dangerous goods.

13.3 DAS Global Logistics may at its discretion remove, sell, destroy or otherwise dispose of any dangerous goods received by it or under DAS Global Logistics's control whether with or without its knowledge or express consent. DAS Global Logistics will not be liable in any way to the customer or any other party for compensation or the value thereof.

13.4 The dangerous goods or the container, package or other covering in which the dangerous goods are to be tendered to DAS Global Logistics or its agents shall be prominently marked on the outside so as to indicate the nature and the character of the goods. Such markings must comply with internationally and locally accepted practices as well as all applicable laws, regulations or requirements.

14. PERISHABLE FOODS

14.1 Without limiting or affecting any other terms of these contractual terms, goods (whether perishable or otherwise) in the care, custody or control of DAS Global Logistics may at the customer's expense be sold by private treaty or public auction or otherwise disposed of by DAS Global Logistics in its sole discretion, without notice to the customer, sender, owner or consignee, if

14.1.1 Such goods have begun to deteriorate or are likely to deteriorate

14.1.2 Such goods are insufficiently addressed or marked

14.1.3 The customer cannot be identified; or

14.1.4 The goods have not been collected or accepted by the customer or any other person after the expiration of 21 days from DAS Global Logistics notifying the customer in writing to collect or accept such goods, provided that if DAS Global Logistics has no address for the customer such notice period shall not be necessary

14.2 Payment or tender of the net proceeds if any, of the goods after the sale thereof, after deduction of those charges and expenses incurred by DAS Global Logistics in respect thereof shall be equivalent to delivery of such goods.

15. INSURANCE

15.1 DAS Global Logistics has no obligation to take out and maintain any form of insurance cover on the goods. This is the sole responsibility of the customer.

15.2 DAS Global Logistics shall not be obliged to make any declaration for the purpose of any statute, convention or contract as to the nature of any goods or as to any special interest in delivery or otherwise unless expressly instructed by the customer in writing. In particular, DAS Global Logistics shall be under no obligation, unless written instructions to that effect are given to, and accepted in writing by DAS Global Logistics, to make any declaration or to seek any special protection or cover from any carrier in respect of any goods which are or fall within the definition by that body of dangerous or very dangerous goods or goods liable to be stored in open.

15.3 In all cases where there is a choice of tariff or rates or premiums offered by carriers, warehousemen, underwriters, or others, depending upon the value declared or the extent of the liability assumed by the carrier, warehousemen, underwriter or other persons, it shall be in the entire discretion of DAS Global Logistics as to what declaration, if any, shall be made and what liability, if any, shall be imposed on the carrier, warehousemen, underwriters or other persons, unless express instructions in writing are timely given by the customer and accepted by DAS Global Logistics.

16. DISPOSAL OF GOODS

16.1 Perishable goods in the care, custody or control of DAS Global Logistics which have begun or likely to deteriorate or which are insufficiently addressed or marked or otherwise not readily identifiable, may be sold or otherwise disposed of without any notice to the customer, sender, owner or consignee and payment or tender of the net proceeds of any sale after deduction of charges and expenses shall be equivalent to delivery. All charges and expenses arising in connection with the sale of disposal of the goods shall be for the account of the customer and may be deducted.

16.2 The company shall be entitled to sell or dispose of any non-perishable goods in any circumstances where:

16.2.1 A customer cannot be identified

16.2.2 The goods cannot be delivered because they are insufficiently addressed or

16.2.3 The goods have not been collected or accepted by the customer or any other person, provided that where DAS Global Logistics has an address for the customer then such sale or disposal will be effected only after the expiration of 21 days from the posting to that address of written notice of DAS Global Logistics's intention to do so

16.3 All charges and expenses arising in connection with the storage and sale or disposal of the goods (as contemplated in clause 16.2) shall be for the account of the customer. A communication from any agent or correspondent of DAS Global Logistics or from any third party referred to in clause 16.2 to the effect that the goods cannot be delivered for any reason shall be conclusive evidence of the fact.

17. CONTRACTING AS AGENT

17.1 The customer acknowledges that DAS Global Logistics itself will not always provide, perform or carry out the services, which may be performed by third parties. The customer authorizes DAS Global Logistics to act as its agent in contracting with such third parties for the provision or performance of the services. The customer acknowledges that such contracts shall bind the customer to the third party and be on such terms as DAS Global Logistics considers reasonable.

17.2 DAS Global Logistics shall have no liability of any nature whatsoever to the customer for the performance by the third parties of their obligations to the customer in respect of the services.

18. LIMITATION OF LIABILITY

18.1 DAS Global Logistics shall not be liable to the customer for any loss or damage of any nature whatsoever, whether actual, prospective or contingent, other than in terms of this clause 18.

18.2 DAS Global Logistics shall not be liable to the customer for any loss or damage howsoever caused and of any nature whatsoever, nor the death nor injury to any person unless the customer or the party who suffers such loss, damage, death or injury proves that the loss, damage, death or injury arose from the gross negligence of DAS Global Logistics, its servants, agents, sub-contractors or any person for whom DAS Global Logistics is vicariously liable.

18.3 In any event, and notwithstanding clause 18.2 DAS Global Logistics shall not be liable for any consequential loss, special damages, demurrage or loss of profits.

18.4 If DAS Global Logistics is liable to the customer in terms of clause 18.2, then notwithstanding anything to the contrary contained in these contractual terms or otherwise, DAS Global Logistics's liability howsoever arising within contract or in delict, in connection with the services shall not exceed the lower of:

18.4.1 The value of the goods evidenced by the relevant documentation or declared by the customer for customs purposes or for any purpose connected with their transportation or handling;

18.4.2 The value of the goods declared for insurance purposes;

18.4.3 Double the amount of the fees raised by DAS Global Logistics for the services in connection with the goods, but excluding any amount payable to sub-contractors, agents and third parties

18.5 The customer must give DAS Global Logistics immediate notice of any occurrence giving rise to any loss, damage, injury or death.

18.6 The customer shall have no claim against DAS Global Logistics and DAS Global Logistics shall be discharged from all liability unless legal proceedings are commenced against it within one year of the date of the occurrence giving rise to the claim,

19. INDEMNITY

The customer indemnifies DAS Global Logistics and holds it harmless against all and any claims, loss, damages or liability of whatsoever nature and howsoever arising which may at any time be suffered or incurred or made against DAS Global Logistics and whether in contract or delict, in respect of loss, damage, or injury howsoever caused, including without limiting the generality hereof, the negligence of DAS Global Logistics in relation to or directly or indirectly arising from or connected with goods owned by the customer or any owner or consignee of the goods who is not the customer and delivered to DAS Global Logistics, including but not limited to any claims made by the South African Revenue Services, Customs and Excise and other lawful authority.

20. FRUSTRATION OF PERFORMANCE BY MATTERS BEYOND DAS GLOBAL LOGISTICS'S CONTROL

20.1 If any performance by DAS Global Logistics is prevented or delayed by the closure of a port, strikes, lock-outs, shortened working hours, shortage of labour or materials, delays in transport, accidents of any kind, any default or delay by any sub-contractor of DAS Global Logistics, war, political or civil disturbance, the elements or any other cause whatsoever beyond DAS Global Logistics's control, then DAS Global Logistics shall have the election either:

20.1.1 To cancel the contract relating to the performance in question; or

20.1.2 Subject to clause 20.2 to extend the time for performance until the cause preventing or delaying performance ceased to apply

20.2 If DAS Global Logistics elects to extend the time for performance in terms of clause 20.1.2, the customer shall be entitled to cancel the contract if DAS Global Logistics does not commence or recommence performance within a period of 30 days following the date of prevention or delay or performance by giving written notice to that effect to DAS Global Logistics.

21. LIEN

21.1 DAS Global Logistics will have a lien on all goods, freight money and documents, including but not limited to bills of lading, sea waybills and import permits, in its possession or under its control for any amount owing to it by the customer (whether or not such amounts relate to such goods, freight, money or document). If the customer is in breach of these contractual terms or any other agreement with DAS Global Logistics, DAS Global Logistics shall have the right to sell, without notice to the customer, the whole or any part of the goods, either by public auction or by private treaty and to apply the proceeds of such sale, after deducting all expenses thereof, in payment towards any sum due to DAS Global Logistics by the customer.

21.2 Any surplus will be paid over to the customer, within 90 days after such sale or in the event of DAS Global Logistics being unaware of the whereabouts or address of the customer, on application of the customer.

21.3 Where DAS Global Logistics has, in accordance with the provisions of clause 21.1, sold only a part of the goods stored and the proceeds of such sale are sufficient to pay to DAS Global Logistics all monies due to it by the customer up to date thereof, the customer will be entitled to take delivery of the remainder. DAS Global Logistics will have the right to charge for the storage of any of the goods forming part of such remainder of which delivery is not taken by the customer, in accordance with the other provisions of these contractual terms and without notice to the customer, to recover any such remuneration in accordance with the provisions of clause 21.1 which will apply mutatis mutandis.

21.4 The exercise by DAS Global Logistics of any of the rights accorded to it by this clause 21 will be without prejudice to any other rights it may have under this agreement or at common law in respect of the non-payment by the customer of DAS Global Logistics's remuneration.

22. SHRINKAGE

The customer acknowledges that in the nature of performing the services there may inevitably be a loss of or to the goods. Subject always to the provisions of clause 18, DAS Global Logistics shall in any event not be liable for any loss of the goods, which is less than 5% of the value of the goods in respect of which services are rendered by DAS Global Logistics.

23. CANCELLATION

23.1 In addition to any other right it may have, DAS Global Logistics may cancel any or of its contracts with the customer if the customer:

23.1.1 Is other than for the purpose of reconstruction or amalgamation, placed under voluntary or compulsory liquidation or under judicial management or under receivership or under any of the equivalent of any of the foregoing;

23.1.2 Has a final and unappealable judgment made against it and allows it to remain unsatisfied for a period of 21 days or more;

23.1.3 Make any arrangements or composition with its creditor generally or ceases or threatens to cease to carry on business;

23.1.4 Commits a breach of any of the terms hereof and remains in default for a period of 10 days after receipt by it of written notice from DAS Global Logistics calling for such breach to be remedied

23.2 As soon as a contract between DAS Global Logistics and the customer is cancelled pursuant to clause 23.1, all amounts owing in terms of that contract will immediately become due and payable.

23.3 Any termination pursuant to the preceding provisions of this clause 23 shall be without prejudice to any other rights of any nature whatsoever that DAS Global Logistics may have in terms of these contractual terms.

24. CONFIDENTIALITY

Both DAS Global Logistics and the customer will keep confidential and not disclose to any other parties the contents of this agreement or any information arising in connection with this agreement at any time during or after the term of this agreement, unless it has the other parties' written consent to do so.

25. THIRD PARTIES TO BENEFIT

The immunities, indemnities, rights and limitations of liability both as to cause and amount enjoyed by DAS Global Logistics in terms of these contractual terms, shall extend and apply to DAS Global Logistics's servants, agents and sub-contractors acting within the course and scope of their employment as such, and in this regard these contractual terms will operate as a contract for their benefit and shall be capable of acceptance by them at any time and whether before or after any cause of action may have arisen.

26. NOTICES ADDRESS AND DOMICILIUM

26.1 The customer chooses as the address at which all notices and legal process for all purposes of and in connection with the supply of goods and provision of services may be sent, i. e. its domicilium citandi et executandi, the addresses set out in any credit application signed for or on its behalf.

26.2 The customer may change its notice address or domicilium from time to time, provided that any new domicilium selected by it shall be an address other than a box number in the Republic of South Africa and any such change shall only be effective upon receipt of notice in writing by DAS Global Logistics of such change.

26.3 All notices, demands, communications or payments intended for the customer may be made or given at such party's notice address or domicilium for the time being.

26.4 A notice sent by DAS Global Logistics to the customer shall be deemed to be received:

26.4.1 On the same day, if delivered by hand;

26.4.2 On the tenth day after posting, if sent by prepaid registered mail

26.5 Notwithstanding anything to the contrary herein contained a written notice or communication actually received by the customer shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen domicilium citandi et executandi.

27. GENERAL

27.1 This agreement constitutes the sole record of the agreement between the parties in regard to the subject matter thereof.

27.2 No party shall be bound by any express or implied term, representation, warranty, promise or the like, not recorded herein.

27.3 No addition to, variation or consensual cancellation of this agreement shall be of any force of effect unless in writing and signed by or on behalf of all the parties.

27.4 No indulgence which any of the parties ("the grantor") may grant to any other or others of them ("the grantee(s)") shall constitute a waiver of any of the rights of the grantor, who shall not thereby be precluded from exercising any rights against the grantee(s) which might have arisen in the past or which might arise in the future.

The parties undertake at all times to do all such things, to perform all such acts and to take all such steps and to procure the doing of all such things, the performance of all such actions and the taking of all such steps as may be open to them and necessary for or incidental to the putting into effect or maintenance of the terms, conditions and import of this agreement.

27.5 DAS Global Logistics shall be entitled, but not obliged, to institute any legal proceedings of any nature whatsoever against the customer in the Magistrate's Courts. Should DAS Global Logistics elect to institute legal proceedings in the High Court, the customer consents to the jurisdiction of the Port Elizabeth Local Division of the High Court. Any costs, including attorney/own client costs, incurred by DAS Global Logistics arising out of the failure by the customer to fulfill its obligations under these contractual terms shall be borne by the customer.

27.6 Save as provided for in these contractual terms, no party shall be entitled to cede, assign or otherwise transfer all or any of its rights, interest or obligations under and in terms of this agreement except with the prior written consent of the other parties.

27.7 Notwithstanding the provisions of any legislation or other law regulating electronic communications and transactions, DAS Global Logistics shall only be deemed to have received electronic data and/or messages when such electronic data and/or messages have been retrieved, processed and read by the addressee. Under no circumstances whatsoever and whatsoever arising (including negligence on the part of DAS Global Logistics or its employees) shall DAS Global Logistics be liable for any loss or damage arising from or consequent upon the provision by DAS Global Logistics to the customer in whatever manner and/or form, of incorrect information, including electronically communicated information or data, where such incorrect information or data has been generated by and provided to DAS Global Logistics by any person with whom DAS Global Logistics conducts business, and/or any other third party. DAS Global Logistics shall furthermore under no circumstances whatsoever be liable for any loss or damage arising from or consequent upon any failure and/or malfunction, for whatever reason, and regardless of negligence in whatever degree or part of DAS Global Logistics, of DAS's computer systems and/or software programmes, provided and/or operated by DAS and/or by any person with whom DAS conducts business and/or any third party and which systems shall include, but not be limited to, DAS's internet based suite of packages or electronic automated information service to its customers.

27.8 This agreement shall be interpreted and implemented in accordance with the laws of the Republic of South Africa.

HAVING READ, UNDERSTOOD AND AGREED TO BE BOUND BY THE TERMS AND CONDITIONS CONTAINED ABOVE.

Signature
Duly authorized to bind the customer, and in binding himself/herself as co-principal debtor

Print Full Names

Witnessed

Place

Date