

CONTRACT FOR CARRIAGE

All business undertaken by the Courier is subject to the following terms and conditions:

1. For the purposes of the contract for carriage:
 - 1.1. **"the Courier"** shall mean UTi South Africa (Pty) Ltd trading as UTi Sun Couriers Division only, and no other Division of UTi South Africa (Pty) Ltd.
 - 1.2. **"carriage"** shall mean all forms of transport and related activities undertaken by the Courier on behalf of Clients in respect of the goods.
 - 1.3. **"the Client"** shall mean the party on whose behalf the Courier took possession of the goods in good faith, whether that is the sender, the party billed, the consignee, the true owner or any other party with an interest in the goods or on whose behalf the carriage has taken place.
 - 1.4. **"the goods"** shall mean all packages, parcels, or items taken into possession by the Courier for carriage on behalf of the Client.
2. It is agreed that the Courier is **not a public or common carrier**.
3. The Courier has the right to **refuse to accept any goods** for carriage, and will in those circumstances furnish the Client with reasons for such refusal.
4. The Courier will be entitled to select the appropriate **methods of transport** and handling to be used in the carriage, but in doing so, will have regard to the service level requested by the Client.
5. The **instruction** from the Client to the Courier in respect of any carriage shall be made on the Courier's **official contract for carriage / dispatch document** fully and accurately completed at the time that the goods are received by the Courier. The person signing the contract for carriage / dispatch document, if someone other than the Client, confirms that it is duly authorised to order the carriage by the Courier and to conclude this agreement on behalf of the Client. In the event that the Client is not the owner of the goods, the Client hereby confirms that it is duly authorised to enter into this agreement on behalf of the true owner of the goods.
6. The Courier publishes its **tariff of charges** in respect of carriage, and amends same, from time to time and it is agreed that the Courier is entitled to charge the Client in accordance with such published tariff, as amended from time to time. If the Courier and the Client conclude a separate agreement on specific charges in regard to the carriage, different to such tariff, then such separate agreement will only be binding on the parties when reduced to writing and signed by both parties. If the Courier is obliged to pay any disbursements in respect of the carriage, it is agreed that the Courier may recover such disbursements from the Client, in addition to the tariff or agreed charges in respect of the carriage.
7. The Client shall **pay** the Courier in respect of the carriage within a maximum of **30 (thirty) days** from date of the Courier's invoice to the Client. If the Client fails to do so, the Courier may charge the Client **interest on overdue amounts** at the then prevailing legal mora interest rate.
8. The Client may **raise queries** on the Courier's invoice during this 30 (thirty) day period and the Courier will resolve such queries during this period. If no queries are timeously raised, the Courier's invoice is **deemed correct and undisputed**.
9. Even if queries are raised by the Client which are not resolved within the 30 (thirty) day period, that Client is **liable to pay** within the 30 (thirty) day period, all **undisputed items** on the Courier's invoices.
10. The Client is **not** entitled to **withhold** payment of any amount due to the Courier beyond the due date for payment. The Client is **not** entitled to **set off** any alleged damages or loss which the Client has suffered in respect of the goods against any amount due, owing and payable to the Courier.
11. The Client shall remain responsible to the Courier for all charges until they are paid. The Courier shall not collect any monies at the time of delivery and no employee of the Courier is authorised to do so.
12. **Exclusions and Limitations of Liability**
 - 12.1. The Courier will be **liable** to the Client **for physical, direct losses and damages** in respect of the goods, if such physical direct losses or damages are caused directly by the **negligence or fault** based conduct or omissions of the Courier, from the time that the Courier takes possession of the goods until the time that the Courier correctly delivers the goods to the designated consignee.
 - 12.2. Correct delivery to the designated consignee will be deemed to have taken place when the Courier receives a **signed proof of delivery** from the consignee confirming receipt of the goods **without any discrepancy** in respect of the goods being noted on the proof of delivery.
 - 12.3. The Courier is **not liable** for any physical direct losses and damages in respect of the goods, or for delays in delivery or failure to perform services, which are caused by **Acts of God**, including but not limited to floods, fires, earthquakes, abnormal weather conditions, strikes, labour unrest, embargoes, civil commotion, war, riots, acts of terrorism, hijackings and any other acts beyond the reasonable control of the Courier.
 - 12.4. The Courier does not know the nature and value of the goods it receives for carriage. Accordingly, the Courier is entitled to **assume** that all goods handed to it for carriage are worth **R250.00** or less in **value**, and the Courier bases its charges (including a **liability surcharge**) on such assumed value.
 - 12.5. The Client accordingly agrees that the **maximum liability** of the Courier to the Client in respect of goods handed to the Courier for carriage shall **not exceed R250 per shipment, unless** the Client has in advance of the carriage disclosed to the Courier in writing, by **declaring** on the face of the contract for carriage / dispatch note, or by logging the value electronically, that the goods are worth more than R250 and that the Client accordingly requires the Courier to accept liability for a **greater amount**.
 - 12.6. If the Client requires the Courier to accept a **greater liability** than R250 per shipment, then the Courier will only accept such greater liability if the Client pays an **additional liability surcharge** in respect of the shipment.
 - 12.7. If the Client pays the Courier the additional liability surcharge in respect of the shipment, thereby requiring the Courier to accept a greater liability than R250.00 per shipment, then it is agreed that the Courier will be liable to the Client to the extent of this agreed greater liability for physical direct losses and damages in respect of the goods, no matter how such physical direct loss or damage is caused, even if caused by acts of God as specified in clause 12.3 above. For the avoidance of doubt, the Courier's greater liability to the Client in these circumstances where the Client has paid an additional liability surcharge, is not dependent upon negligence or fault-based conduct or omissions of the Courier.
 - 12.8. If the Client's goods are lost or damaged whilst in the possession of the Courier, the Courier will be liable to pay to the Client the proved cost of repair, or the purchase/replacement cost of the goods, whichever is the lesser amount, but if the Client did **not declare a greater value** for the

- goods prior to carriage, then the **maximum liability** of the Courier to the Client for loss or damage will be the assumed value of the goods, being **R250,00 per shipment**.
- 12.9. If the Courier is liable to pay any amount to the client for loss or damage in terms of the preceding clauses, then the Courier shall have the **right of salvage** in respect of those goods, and the client shall be obliged to reasonably assist the Courier to exercise such salvage right.
- 12.10. The Client is also able to **declare** in writing on the face of the contract for carriage / dispatch note, the value of any **incidental cost** which may be incurred by the Client if caused as a direct result of the Courier's delay, of more than 6 (six) hours in the case of express shipments, and a delay of more than 24 (twenty four) hours in the case of economy shipments. Again, if such declared incidental cost is declared by the Client, the Courier will accept liability for the declared incidental cost, subject to the Courier charging the Client an **additional liability surcharge**.
- 12.11. If the Client does **not declare** an **incidental cost value** prior to carriage, the Courier **will not be liable** for any incidental costs incurred by the Client, including but not limited to fines, penalties, loss of profit and the like.
- 12.12. Subject to Clause 12.1 the **Courier's liability** to the Client for physical direct loss or damage to the goods is also subject to the **exclusions** set out in the "**Institute Cargo Clauses A and Strikes (Cargo) Clauses**" issued by the London Institute Underwriters as amended by them from time to time.
- 12.13. The Courier's **maximum liability** to the Client for direct losses or damages in relation to the carriage or goods in the Courier's possession, custody or control shall **never exceed R100 000,00** per shipment, no matter what value is declared in respect of the goods or in respect of incidental costs as the Courier will not charge a liability surcharge for any amount greater than R100 000,00 per shipment.
- 12.14. Any **claim** by the Client in respect of direct loss or damage to the goods or in respect of incidental cost, must be submitted in writing within **7 days of date of dispatch**, failing which the claim will be deemed waived by the Client and rejected by the Courier who will bear no liability to the Client whatsoever.
- 12.15. The Courier does **not carry dangerous goods**. If the Client nevertheless hands over dangerous goods to the Courier for carriage (regardless of whether the Courier has been advised of the nature of the goods), the **Client** agrees that it is **fully responsible** for ensuring that all requirements in relation to their carriage are complied with and that all relevant information is conveyed to the Courier by written notice, including but not limited to classification of the goods, proper packaging and presentation of the goods, preparation of the legally required declarations and labels. The Client furthermore agrees that any liability of any nature caused by, or arising from the carriage of dangerous goods in any circumstances will be for the Client's account.
- 12.16. The Courier does not wish to carry **fragile or valuable goods**, but if the Client nevertheless chooses to hand over such goods to the Courier (regardless of whether the Courier has been advised of the nature of the goods), then the Client shall pack and label such goods to minimise the additional risk associated with the carriage of such goods, and the Client agrees that the Courier will bear **no liability** whatsoever in regard to these goods howsoever caused.
- 12.17. The Courier does **not accept for carriage** any of the following classes of goods, and the Client therefore agrees that the Courier will bear **no liability** whatsoever in regard to carriage of:
- 12.17.1. **Precious stones** and metals, jewellery and negotiable instruments;
 - 12.17.2. **Works of art**, heirlooms and other irreplaceable, sentimental or priceless items, including unique articles such as samples whose cost of creation is materially different to the normal cost of such goods;
 - 12.17.3. Any goods **exceeding R3 000,00 of value per kilogram** of gross mass;
 - 12.17.4. **Perishable goods** or goods likely to contaminate other goods or attract pests, radioactive materials, explosives and livestock.
- 12.18. It is agreed that the Courier is **not liable** at all for any **consequential losses or damages** of any nature relating to the carriage or the goods, no matter how such consequential losses or damages were caused or arose, even if the Courier knew or should have known of the likelihood of such damages accruing and/or even if caused by the negligence of the Courier.
- 12.19. The **Client indemnifies the Courier** against any claim of any nature whatsoever made against the Courier by any person or entity as a result of the loss, damage or delay in respect of the goods, which exceeds the agreed exclusions and limits of liability set out above.
13. If the Courier is **unable to effect delivery of the goods**, for reasons outside the control of the Courier, the Courier will take reasonable steps to **return the goods** to the Client at the cost of the Client.
14. The parties hereby **consent** to the **jurisdiction of the Magistrate's Court** in terms of Section 45 of the Magistrate's Court Act No. 32 of 1944 as amended, in respect of any legal action which may arise out of this contract for carriage.
15. Should either party institute legal action against the other arising out of this contract for carriage, it is agreed that the successful party shall be entitled to claim the **legal costs** incurred by it from the unsuccessful party on an **attorney and Client basis**.
16. The parties choose as their **domicilium citandi et executandi** for the delivery of all notices in terms of this contract for carriage, the address appearing on the written credit application or underlying contract signed by the parties.
17. It is agreed that **this contract** for carriage is **the only** binding and enforceable **agreement** between the parties, and that there are no verbal or written terms and conditions, whether express or implied, which are binding and enforceable between the parties if they are not contained in this written contract for carriage.
18. This written contract for carriage **may not be varied**, amended or cancelled unless such variation, amendment or cancellation is contained in a **written** document signed by both parties.
19. **No relaxation or indulgence** which either party may grant to the other is a waiver of the rights of that party, and that party shall not be precluded from exercising any rights which may have arisen in the past or which may arise in future.
20. This agreement and its interpretation is subject to the **laws of the Republic of South Africa**.

TERMS OF USE

The terms and conditions of use of the UTi South Africa (Pty) Limited trading as UTi Sun Couriers Division ("UTi") portal, are as follows:-

1. Utilisation of this Portal

- 1.1. Use by you of this UTi portal is offered to you conditioned on your acceptance, without modification of the terms, conditions and notices contained herein.
- 1.2. Your use of this portal constitutes your agreement to all such terms, conditions and notices.

2. Modification of these Terms of Use

UTi reserves the right to change the terms, conditions and notices under which the use of the UTi portal is offered and such terms, conditions and notices shall be deemed to be modified, and the user shall be deemed to have accepted such modified terms, conditions and notices as soon as the portal is used after such modification takes place.

3. Links to Third Party Sites

- 3.1. The UTi portal may contain links to other websites, portals and electronic media ("linked sites"). The linked sites are not under the control of UTi and UTi is not responsible for the contents of any linked site, including without limitation any link contained in a linked site, or any changes or updates to a linked site.
- 3.2. UTi is not responsible for webcasting or any other form of transmission received from any linked site.
- 3.3. UTi is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by UTi of the site or any association with its operators.

4. No Unlawful or Prohibited Use

- 4.1. As a condition of your use of the UTi portal, you warrant to UTi that you will not use the UTi portal for any purpose that it is unlawful or prohibited by these terms, conditions and notices.
- 4.2. You may not use the UTi portal in any manner which could damage, disable, over-burden, or impair the UTi portal or interfere with any other party's use and enjoyment of the UTi portal.
- 4.3. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided through the UTi portal.

5. Use of Communication Services

- 5.1. The UTi portal may contain bulletin board services, newsgroups, forums, communities and/or other message or communication facilities designed to enable you to communicate with a group (collectively "communication services"). You accordingly agree to use the communication services only to post, send and receive messages and materials that are proper and related to the particular communication service. By way of example, and not as a limitation, you agree that when you use the communication services, you will not:-
 - 5.1.1. defame, abuse, harass, stalk, threaten or otherwise violate the legal rights of others;
 - 5.1.2. publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information;
 - 5.1.3. upload files that contain software or other material protected by intellectual property laws unless you own or control the rights thereto or have received the necessary consents;
 - 5.1.4. advertise or offer to sell or buy any goods or services for any business purpose;
 - 5.1.5. falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded;

5.1.6. restrict of inhibit any other user from using and enjoying the communication services;

5.1.7. violate any applicable laws or regulations.

5.2. UTi has not obligation to monitor the communication services, but UTi reserves the right to review materials posted to a communication service and to remove any materials in its sole discretion and to terminate your access to any communication services at any time without notice for any reason whatsoever.

5.3. UTi reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or government request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in UTi's sole discretion.

5.4. UTi does not control or endorse the content, messages or information found in any communication services and therefore UTi specifically disclaims any liability with regard to the communication services and any actions resulting from your participation in any communication services.

6. **Accuracy of the Portal**

The portal may contain inadvertent inaccuracies or typographic errors. These will be correct by UTi at UTi's discretion, when they are discovered. UTi excludes any liability, obligation or responsibility in regard to the accuracy of the portal.

7. **Viruses**

UTi makes all reasonable attempts to exclude viruses from the portal, but it cannot ensure this exclusion and no liability is accepted for viruses. Users are advised to take all appropriate safeguards before downloading information from the portal.

8. **Liability Disclaimer**

8.1. UTi make no representations about the suitability, reliability, availability, timeliness and accuracy of the information, software, products, services and related graphics contained on the UTi portal for any purpose.

8.2. To the maximum extent permitted by applicable law, all such information, software, products, services and related graphics are provided "as is" without warranty or condition of any kind.

8.3. UTi hereby disclaims all warranties and conditions with regard to this information, software, products, services and related graphics, including all implied warranties or conditions of fitness for a particular purpose, title and non-infringement.

8.4. To the maximum extent permitted by applicable law, in no event shall UTi be liable for any direct, indirect, punitive, incidental, special, consequential damages or any other damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the UTi portal, with the delay or inability to use the UTi portal, the provision of or failure to provide services, or any information, software, products, services and related graphics obtained through the UTi portal or otherwise arising out of the use of the UTi portal, whether based in contract, delict, negligence, strict liability or otherwise, even if UTi has been advised of the possibility of damages.

8.5. Some jurisdictions do not allow limitations of implied warranties, and therefore the limitations and exclusions in this section may not apply to you. If you are dealing with us as a consumer, these provisions do not affect your statutory rights that cannot be waived, if any.

8.6. You agree and acknowledge that the limitations and exclusions of liability and warranty provided in these terms and conditions are fair and reasonable.

9. **Termination/Access Restriction**

9.1. UTi reserves the right, in its sole discretion, to terminate your access to the UTi portal and the related services or any portion thereof at any time, without notice.

9.2. To the maximum extent permitted by law, this agreement is governed by the laws of the Republic of South Africa and you hereby consent to the exclusive jurisdiction of the South African Courts in respect of all disputes arising out of or relating to the use of the UTi portal.

9.3. If any part of this agreement is determined to be invalid or unenforceable, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

9.4. Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and UTi with respect to the UTi portal and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written between the user and UTi with respect to the UTi portal.

10. **Copyright and Trademarks**

All content of the UTi portal, and all trademarks and trade names of UTi may not be copied, downloaded, reproduced, used, modified or distributed in any way (except as an integral part of your use of the UTi portal for lawful purposes) without prior written permission.

PRIVACY POLICY

1. UTi is committed to protecting your privacy and developing technology that gives you a safe online experience. This statement privacy policy applies to the UTi portal and governs data collection and usage.

2. By using the UTi portal you consent to the data practices described in this policy.

3. **Collection of Your Personal Information**

3.1. UTi may collect personally identifiable information, such as your name, address or telephone number.

3.2. There is also information about your computer hardware and software that is automatically collected by UTi which can include things such your IP address, browser type, domain name, access times and the like.

3.3. This information may be used by UTi for the operation of this service, to maintain the quality of this service and to provide general statistics regarding use of the UTi portal.

3.4. Please note that if you directly disclose personally identifiable information or personally sensitive data through the UTi portal on public message boards or to other persons or third parties who may have access to the information, this information may be collected and used by others.

3.5. UTi encourages you to review the privacy statements of other websites, portals and linked sites which you may access from the UTi portal so that you understand how those linked sites use and share your information.

4. **Use of Your Personal Information**

4.1. UTi collects and uses your personal information to operate the UTi portal.

4.2. UTi also uses your personally identified information to inform you of other products or services available from UTi and its affiliates.

4.3. UTi may also contact you via surveys to conduct research about your opinion of current services or the potential new services that may be offered or your experience in using the UTi portal.

4.4. UTi does not sell, rent or lease its customer lists to third parties.

4.5. However, UTi may share data with trusted partners to help UTi perform statistical analysis, send you e-mails, provide customer support or arrange for deliveries. All such third parties are prohibited from using your personal information except to provide these services to UTi and they are required to maintain the confidentiality of your information.

4.6. UTi will disclose your personal information, without notice to you, only if required to do so by law and in the good faith belief that such action is necessary.

5. **Security of Your Personal Information**

UTi will secure your personal information from unauthorised access, use or disclosure, in a controlled secure environment.

6. **Changes to this Policy**

UTi will occasionally update this policy of privacy to reflect the current requirements of UTi and its clients. UTi encourages you to periodically review this policy to be informed of how UTi is protecting your information.

7. **Use of "Cookies"**

7.1. "Cookies" are small files that enable us to store information in relation to your computer and about you, while you use our portal. Cookies help us to determine how frequently our portals are accessed as well as the number of users.

7.2. The purpose of using cookies is to enable us to offer you optimal user guidance as well as to recognise you.

7.3. You have the ability to accept or decline cookies. Most portal users automatically accept cookies, but you can usually modify your browser settings to decline cookies if you prefer. If you choose to decline cookies, you may not be able to fully experience the inter-active features of the UTi portal.

8. **Contact Information**

UTi welcomes your comments regarding this privacy policy. If you believe that UTi has not adhered to this policy, please contact UTi and we will use commercially reasonable efforts to promptly determine and remedy any problem.