

TERMS AND CONDITIONS UPON WHICH WORK IS DONE, PROPERTY IS REMOVED AND/OR PACKED AND/OR WAREHOUSED BY ADVANCE TRANSPORT HEREINAFTER CALLED "THE CONTRACTOR"

1) **Basis of Quotation.** Quotations are subject to amendment if not accepted in writing within 60 (sixty) days of the date thereon and may be withdrawn by THE CONTRACTOR at any time before written acceptance is received at THE CONTRACTOR`S office. Quotations are subject to:

- a) work being carried out by the method and route to be decided by THE CONTRACTOR without interruption, hindrance or postponement;
- b) THE CONTRACTOR having vehicles and/or staff available on the date/s required, at the time the signed acceptance form is received;
- c) all part loads being conveyed and delivered at THE CONTRACTOR`S convenience;
- d) any increase or decrease in the scale of wages or salaries, licenses, taxes, railway, air and/or shipping rates over which THE CONTRACTOR has no control coming into force after the date on the quotation being for the account of the customer;
- e) any delay due to interruption. Hindrance, Local traffic or Municipal regulations or the non-production of the necessary licenses, permits or Custom Forms being charged for;
- f) where the quotation is given for a specific quantity or work the inclusion of additional goods or extra work entitling THE CONTRACTOR to make additional charges on a pro-rata basis of the original quantity or work to the increased quantity or work;
- g) any postponement or cancellation by the customer entitling THE CONTRACTOR to make a charge to cover the expense and/or loss which THE CONTRACTOR incurs arising there from.

2) **Charges Excluded.** Quotations exclude Customs Dues, Clearing charges and/or fines and unless otherwise stated on the quotation charges in respect of air freight, sea freight, rail age, dock dues, landing fees, Consular documents, Permits or any other charges over which THE CONTRACTOR has no control.

3) **Access to Premises**, use of Tackle. All quotations are given subject to the conditions that:

- a) The work can be conveniently carried out by means of adequate staircases, passages and doorways.
- b) There is a suitable and practicable road for THE CONTRACTOR`S vehicle or vehicles to within 35 (thirty five) meters of the door of the building from which the goods are to be removed/delivered.
- c) There is a suitable and practicable approach from THE CONTRACTOR`S vehicle or vehicles to the said door of the building.
- d) The removal/delivery is not above the second floor. Should the removal/delivery be above a second floor the customer shall arrange that THE CONTRACTOR shall have the immediate, uninterrupted use of a suitable lift or lifts, time being the essence of the contract.
- e) Window and/or other tackle which may be deemed necessary by THE CONTRACTOR shall be used only at the customer`s risk and expense and the customer hereby indemnifies THE CONTRACTOR against all claims whatsoever made against THE CONTRACTOR arising out of the use of such tackle except claims by THE CONTRACTOR`S workmen and agrees to pay all additional expenses arising from the use of such tackle.

If all or any of the conditions set out in sub-clauses (a), (b), (c) and (d) of this clause are not fulfilled, the customer agrees to pay all expenses arising from the additional work involved.

4) **Exclusions from Quotation.** Unless otherwise stated, quotations do not include the dismantling or erection of fittings and fixtures, gas, electrical or other fittings, pianos, billiard tables, wireless or television sets, special articles or abnormal pieces of furniture and/or the transport thereof; or of any extraordinary packing which may be necessary to secure safe transport or storage of specially fragile articles such as statues, Venetian glass and similar articles, the taking-up, re-laying or fitting of wall-to-wall carpet linoleum or floor covers, the taking down, reaffixing of blinds, curtains, mirrors, cornices or other fittings, or the re-hanging of pictures. If such work or any work not specifically stated in the quotation is done these conditions apply thereto and an extra charge to cover THE CONTRACTOR`S additional expenses and/or any loss suffered by THE CONTRACTOR SHALL BE PAID BY THE CUSTOMER.

5) **Delay, deviation.** If THE CONTRACTOR is unable to carry out the work on the date or at the time requested THE CONTRACTOR will do so on a reasonable date or time thereafter. While every endeavor will be made to carry out the work on the date or at the time requested THE CONTRACTOR shall not be liable for any loss or expense through delay in air, railway, road or sea transit, mechanical or electrical breakdowns, failures or breakages, inclement weather, labor troubles or from any cause beyond THE CONTRACTOR`S control or for consequential loss from any cause whatsoever. Should THE CONTRACTOR`S vehicle or vehicles be forced to deviate from their normal route due to damaged roads, bridges, pontoons, ferries, etc., or from any cause beyond THE CONTRACTOR`S control such deviation shall entitle THE CONTRACTOR to make an additional charge to cover the expense arising from the extra mileage and time involved.

6) **Customer Responsible for Goods.** It is incumbent on the customer to see that nothing required to be removed is left behind, and that no goods and/or fixtures are taken away in error, also that protection is arranged for the vacant premises including out-buildings and their contents as THE CONTRACTOR will not under any circumstances accept responsibility for or be liable in respect thereof.

7) **Dangerous and Damaging Goods.** The Customer shall not submit for removal, packing or warehousing any dangerous, damaging, corrosive or explosive article or substance, or for warehousing any article or substance including articles of food or anything likely to encourage vermin or other pests, or likely to cause infection. The customer shall make no claim but shall indemnify THE CONTRACTOR against all claims made and for any loss or damage that may be suffered by THE CONTRACTOR or any third party through the presence of any such article or substance amongst the customer`s goods. If any such article or substance is discovered, THE CONTRACTOR may, at its discretion, remove sell, destroy or otherwise dispose of same and shall not be responsible or accountable for the value thereof.

8) **Valuables, Livestock, Plants, etc.** THE CONTRACTOR does not accept jewellery, precious stones, plate or other valuables of any description, furs, currency notes, coins, firearms, ammunition, livestock, domesticated animals or pets of any description or plants for removal or storage except by special arrangement in writing and shall not under any circumstances be liable for loss of, failure to produce, damage or deterioration thereto howsoever caused.

9) **General Immunities.** Without derogation from the limitation of THE CONTRACTOR`S liability more fully set out in clause 1 hereof it is specially agreed that THE CONTRACTOR shall not under any circumstances be liable for any loss or damage of whatever nature and whether consequential or otherwise:

- a) caused by or resulting from or in connection with fire (howsoever caused);
- b) caused by (howsoever caused) or arising out of a flood, moth, vermin, insects, mildew, damp, rust, burglary or housebreaking, Act of God, riot, civil commotion, invasion, war, sabotage, malicious intent, explosion, railway or road accidents, marine risks, labor troubles and any acts arising there from, aircraft or things dropped there from, missiles, or other projectiles, or from deterioration, leakage or deficiency of articles of a perishable or leaky nature.
- c) due to causes beyond the CONTRACTOR`S immediate control or the acts of third parties whether criminal or otherwise.

In the event of any of his/her goods being lost or damaged as in sub-clauses (a) & (b) the customer agrees that THE CONTRACTOR shall be at liberty (without incurring any liability or obligation whatsoever) to take whatsoever steps THE CONTRACTOR considers necessary to try to recover or salvage any or all of the goods and all expenses incurred by THE CONTRACTOR in so doing will be paid by the customer. The above immunities shall also apply to the lessor of any property in which the property is stored.

10) **Other Immunities.** Without derogation from the limitations of THE CONTRACTOR`S liability more fully set out in clause I hereof it is specially agreed that THE CONTRACTOR shall not under any circumstances be liable for any loss, consequential loss, failure to produce or damage (howsoever caused) to:

- a) any goods during transference to or from quays, docks, boats, ships, ferries, aircraft, or railway vehicles, transit by water whether on deck or otherwise, transit by air or rail;
- b) any articles in wardrobes, drawers, cabinets or other articles of furniture or in any package, bundle, case, or other container not both packed and unpacked by THE CONTRACTOR`S employees;
- c) any goods removed to or from a public sale or auction room;
- d) any goods removed from or into premises where there are workmen employed other than THE CONTRACTOR`S unless a detailed claim in writing is made at the time of removal or delivery (time being the essence of the contract).
- e) plaster casts, statues of whatever kind of material, plaster or composition picture frames, lampshades, plate glass, mirrors which are merely backed and have no frame to protect the edges of the glass;
- f) clocks, barometers, musical and other instruments, electrical or other mechanical apparatus or appliance, wireless sets, radiograms, record players, records, recorders, video cassette recorders, television sets, pianos, organs, electrical apparatus, washing machines, cookers, refrigerators, electric stoves and heaters. While every care will be taken, these articles may be damaged without negligence and may require adjustments after removal. THE CONTRACTOR does not accept any liability in respect of such damage or deterioration of or non-adjustment of such articles which are handled solely at Owner`s risk;
- g) any article which is inherently defective or of such nature that it cannot be moved without risk of damage;
- h) any goods only packed or only packed and dispatched by THE CONTRACTOR after the goods leave THE CONTRACTOR`S hands;

- i) any goods handed to THE CONTRACTOR`S employees for delivery or storage by other contractors or third parties or delivered to THE CONTRACTOR`S warehouse by other contractors or third parties for storage, packing, shipment and/or delivery. The customer furthermore acknowledges that all contractors, third parties, or agents furnishing such services to the customer are independent contractors and are not employers or principals of THE CONTRACTOR;
- j) or in respect of any article or property not set forth and individually described in THE CONTRACTOR`S warehouse inventory or receipt.

11) **Retention of Keys.** THE CONTRACTOR will not under any circumstances be responsible for keys. They must be retained by the customer.

12) **A) Damage to Premises etc..** The liability (if any) for damages to premises and/or their contents, private roads, drains, covers, walls, fences, bridges, culverts, is limited to RI,00 (one rand) for any one removal and the customer agrees to indemnify THE CONTRACTOR against all claims, costs, charges and expenses beyond that sum. You must inform THE CONTRACTOR in writing within 24 hours to confirm the damage.

13) **Contractor's Rights if Consigns Not Ready.** If the goods under this contract are delayed on route by reason of any default of wrong declaration of the customer or for any reason beyond the control of THE CONTRACTOR or if the customer or consignee is unable to receive the goods in the premises or at the place where they are to be delivered immediately on their arrival, THE CONTRACTOR is at liberty (time being the essence of the contract) to unload them into his own or any other storing place for storage, and the customer hereby irrevocably and in rem suam appoints THE CONTRACTOR as his/her agent to enter into any agreement of storage and/or delivery. Delivery at any such storing place shall be deemed to be delivery In accordance with the contract and these conditions shall apply thereto. Any additional expense to THE CONTRACTOR due to delay, extra mileage and off loading shall be recoverable from the customer and THE CONTRACTOR shall have a lien on the goods for all charges incurred up to the time that the customer shall take delivery of any or all of the goods or until the time that the goods are placed in any other store.

14) **Inventory.** Every customer sending property to be warehoused shall furnish an address to which communications are to be directed and register his or her signature with THE CONTRACTOR for mutual protection. The customer shall during the currency of the contract notify any change of such address. After receiving the property THE CONTRACTOR shall forward to the customer a receipt or inventory of the property received, such receipt or inventory need not state the condition of the goods or the contents of any article, suite case, bundle, package or other container but the absence of such reference or that reference Is made to the state or condition of any goods shall not create any inference that the goods or the remainder were not previously damaged. Such receipt or inventory shall be final and conclusive between THE CONTRACTOR and the customer unless some discrepancy be pointed out in writing within 10 (ten) days; no claim whatsoever will be considered otherwise. Only upon production of the receipt or inventory issued by THE CONTRACTOR and instructions in writing signed by the registered owner, will access to or the removal of the goods be permitted.

15) **Authority to Enter into Contract.** The customer warrants that the property handed to THE CONTRACTOR is either his/her own property or he/she has the full and absolute authority of all persons owning or interested in the property to enter into this contract agrees to indemnify and keep indemnified THE CONTRACTOR against all loss or liability and all actions, suits, proceedings, claims, demands, costs and expenses whatsoever, which may be taken or made by any third party against THE CONTRACTOR or be incurred or become payable by THE CONTRACTOR to any third party, in respect of or arising out of removal, packing or warehousing of any goods removed, packed or warehoused for or on behalf of the customer or respect of or arising out of the entry by THE CONTRACTOR upon any premises upon which it may be reasonably necessary to enter in order to remove, pack or warehouse goods for or on behalf of the customer or in respect of any other act or omission on the part of THE CONTRACTOR in the reasonable performance of removing, packing and/or warehousing goods for or on behalf of the customer, or in respect of or arising out of any claim or demand to; or in respect of any such goods or in respect of or arising out of resistance by THE CONTRACTOR to or compromise by THE CONTRACTOR of any such action, suit, proceeding, claim or demand and also without affecting the aforesaid customer further agrees to indemnify and keep indemnified THE CONTRACTOR against all sums of money whether for damages, costs, expenses or otherwise, howsoever, which THE CONTRACTOR may be ordered to pay or may properly pay to any person whatsoever in respect of any such action, suit, proceeding, claim or demand. In the event of any action, suit, proceeding, claim or demand being taken or made, the customer agrees THE CONTRACTOR shall be entitled without reference to the customer to contest and defend the same, or may compromise the same on such terms and conditions as are advised by THE CONTRACTOR`S legal advisers to be reasonable and such contest, defense or compromise shall be binding upon the customer as if expressly authorized by him/her.

16.1) **Goods Out of Store, Notice Required.** THE CONTRACTOR requires:

- a) for access only to goods, held in store, seven (7) days` clear notice for access between the eighth (8) and twenty-first (21) day of any calendar month and fifteen (15) days` clear notice between the twenty second (22) and the seventh (7) day of the following calendar month;
- b) for access and collection, collection only, handling out or delivery of all or any of the goods held in store a minimum of twenty-five (25) days` clear notice.
- c) all notices or instructions for access, access and collection, collection only, handling out of delivery must be in writing and signed by the customer. THE CONTRACTOR shall not be bound to allow access to the store, hand out or deliver any goods without production of the receipt or inventory sent out by THE CONTRACTOR to the customer and an order or instruction signed by the customer (these are for mutual protection), furthermore, the customer and his/her agent shall be present at the time of collection or delivery and give a receipt for the goods. Such receipt shall be final and conclusive as to description and condition of the goods handed out or delivered. THE CONTRACTOR reserves the right to refuse access to the store to any customer or his/her agent at any time.

16) **Rental and Other Charges.** Unless otherwise stated in writing the charges for storage are for a calendar month, the minimum charge being for one month. THE CONTRACTOR may, however, and at its discretion agree to the payment of half a calendar month`s rental in respect of the calendar month`s rental for the month in which the goods are put into storage provided such goods are put into storage after the fifteenth (15) day of such calendar month and are in storage for at least one calendar month thereafter. Again THE CONTRACTOR may at its discretion agree to the payment of half a calendar month`s rental in respect of the calendar month`s rental for the month in which the goods are taken out of storage provided such goods are taken out of storage before the 15th (fifteenth) day of such calendar month and have been in storage for not less than one calendar month. The charges for storage do not include charges for inspection, removing, collecting, delivery, packing, brushing, receiving, stowing away, unstowing, access to store, handling out to customer or his/her agent, naphthalene (these charges are compulsory) searches and other attendance upon customers or their agents, providing documents, copies of originals, receipts, etc. For these an extra charge will be made and the Customer agrees to pay such additional charge or charges at THE CONTRACTOR`S scheduled rates.

**17) Charges, When Payable.** All THE CONTRACTOR`S charges shall be payable in cash (unless arrangements agreed in writing by THE CONTRACTOR prior to the commencement of the work) to him or his agents or other contractors acting on his behalf in respect of;

- a) direct removals as soon as any of the goods are tendered for delivery outside the premises at which they are to be delivered
- b) any goods stored, prior to their delivery, removal or dispatch from the premises of THE CONTRACTOR or THE CONTRACTOR`S agents or any other contractors acting on his behalf;
- c) any goods received for packing and dispatch or packing only, or unpacking prior to the commencement of the packing or unpacking;
- d) storage, on the first day of each calendar month together with removal and any other charges.

If such charges are not paid THE CONTRACTOR or his agents or other contractors acting on THE CONTRACTOR`S behalf may take all or any of the goods in their hands or retain them in their store and shall be entitled to charge for storage, and expense in connection with the taking of the goods to store, charges while in storage and removal from store at THE CONTRACTOR`S scheduled rates and all these conditions shall apply thereto. THE CONTRACTOR or his agents or other contractors acting on THE CONTRACTOR`S behalf shall have a general lien upon all goods in his possession for all monies due and/or expenses or liabilities incurred by them. THE CONTRACTOR or his agents or other contractors acting on THE CONTRACTOR`S behalf shall be entitled to charge for storage at THE CONTRACTOR`S scheduled rates and other charges and expenses incurred during all periods upon which a lien is being asserted and all these conditions shall apply thereto. Further, if THE CONTRACTOR or his agents or other contractors acting on THE CONTRACTOR`S behalf exercise their right of lien on any articles which they have removed, stored or received for packing then if their and/or their agents` or other contractors` charges are not paid within thirty (30) days after they have first retained any article and given notice thereof, THE CONTRACTOR shall have power, without giving any further notice, to sell the whole or any part of the consignment to pay the said charges and expenses of sale. Any surplus will be paid over to the customer without interest upon application but save therefore THE CONTRACTOR shall be released from all liability whatsoever in relation to the goods lots. If THE CONTRACTOR elects to sell part only of the goods he shall be at liberty to charge for the storage of the goods remaining and without notice from time to time sell the remainder or any part of the remainder of the said goods and apply the proceeds as before stated and all these conditions shall apply thereto.

**18) Power to Determine Contract.** THE CONTRACTOR shall have power to determine the Contract to store by giving thirty (30) days` notice to remove the goods and pay all charges due and all these conditions shall apply thereto.

**19) Claims or Dispute not to Defer Payment.** A claim or dispute shall not be made the reason for deferring payment of any monies payable to or liability incurred by THE CONTRACTOR or his agents or other contractors acting on THE CONTRACTOR`S behalf and these conditions shall apply thereto.

**20) Contractor to Decide Route and Means.** THE CONTRACTOR may at anytime during any removal transfer the goods from vehicle to vehicle and during storage from one warehouse to another warehouse. THE CONTRACTOR may also decide as to which route or by which means the goods shall be carried, and may enter into any contract or agreement with any other contractor, Railway, Steamship, Airway, Dock or Harbour Company or Authority to carry out the whole or any part of the contract and/or to cause all or any part of the property to be stored by or in the warehouse of another contractor and these conditions shall nevertheless apply thereto. Any deviations from any route shall not affect THE CONTRACTOR`S liability.

**21) Jurisdiction.** Any dispute or claim arising out of the contract or the interpretation thereof and any litigation between the customer and THE CONTRACTOR, his agents or other contractors acting on THE CONTRACTOR`S behalf shall be adjudicated upon by a competent Magistrate`s or Supreme Court having jurisdiction in the district within THE CONTRACTOR`S office concerned with the making of contract is situated and within which office the contract shall be deemed to have been made.

**22) Customer to Refund.** THE CONTRACTOR is hereby authorized to pay all charges claimed by previous storage or packing or other contractors, carriers or forwarding agents and any other charges whatsoever, and shall have a general lien, pending refund thereof by the customer and the powers in exercise of a lien herein before provided.

23) **Serving of Notices**, etc. All notices and communications to the customer, including the inventory shall be deemed to have been duly served and received;

- a) the day after posting if sent by post to the registered address or the address from which the customer has last communicated with THE CONTRACTOR, or
- b) if there is no registered address or address from which the customer last communicated, the day after publication of notice in any public newspaper circulating in the area from or to which the goods were removed.

24) **Conditions Apply to any Work**. Any work of any kind done by THE CONTRACTOR whether in relation to the goods (e.g. packing, unpacking, repairing or fixing any article, unstowing, examination, brushing, restacking, delivery, etc.) or otherwise shall be done without prejudice to and only upon these conditions. THE CONTRACTOR does no work except on these terms.

25) **Conditions Incorporated in any Contract**. All these conditions shall apply to any work done in relation to the customer's goods whether by way of removal out of, or redelivery from the warehouse or otherwise whatsoever, and shall be deemed to be incorporated in any contract which may be entered into with regard to such work or in relation to such goods.

26) **Agent or Person**. No agent or person employed by THE CONTRACTOR has any authority to alter, vary or qualify in any way these terms or conditions, nor enter into any contracts on his behalf, nor sign any receipts or documents that have not been previously submitted to and approved in writing by THE CONTRACTOR.

27) **Not Common Carriers**. THE CONTRACTOR is not a common carrier and does not undertake the obligation or liabilities of a common carrier. THE CONTRACTOR may at his absolute discretion refuse to accept for carriage any goods or any class of goods and shall not be obliged to assign any reason for such refusal. THE CONTRACTOR accepts goods for carriage only upon these terms and conditions.

28) **Claims, Time Bar**. All claims for damage to or loss of or failure to produce shall be made;

- a) as to goods removed from THE CONTRACTOR'S warehouse by any persons other than THE CONTRACTOR in detail in writing at the time of removal and confirmed by letter to THE CONTRACTOR within twenty-four (24) hours of the time of the removal (time being the essence of the contract).
- b) as to goods delivered by THE CONTRACTOR from THE CONTRACTOR'S warehouse. These must be pointed out to the foreman in charge at the time of delivery and noted upon the delivery slip and confirmed in detail by letter to THE CONTRACTOR within seventy two (72) hours of the time of the delivery (time being the essence of the contract).
- c) as to goods removed by THE CONTRACTOR direct from residence to residence. These must be pointed out to the foreman in charge at the time of delivery and noted upon the delivery slip and confirmed in detail by letter to THE CONTRACTOR within seventy two (72) hours of the time of delivery (time being the essence of the contract).

THE CONTRACTOR shall be under no liability unless a claim is so made and within the time stipulated (time being the essence of the contract). All damages to premises must be pointed out to THE CONTRACTOR'S foreman in charge at the time and confirmed in writing to THE CONTRACTOR within twenty four (24) hours after the damage is alleged to have occurred (time being the essence of the contract), otherwise THE CONTRACTOR shall not be liable.

29) **Devaluation**. If at any time between the delivery of this quotation to the customer and the final performance by the contractor of the last of the obligations undertaken by it hereunder there shall be any fluctuation in the official rate of exchange between the currency of South Africa and the United States dollar resulting in a devaluation of the Rand against the United States dollar, then all the sums of money referred to in this quotation payable by the customer to the contractor shall be increased by a percentage equal to the percentage increase of the value of the United States dollar against the Rand.

30) **Cancellation.** If or should the contract be cancelled the deposit paid in shall not be refunded but shall be forfeited in lieu of a genuine pre-estimate of damages due to cancellation, which pre estimated damages shall amount to 100% of the quotation price, for which amount the client will be fully liable.

31) **Accepting Full Liability | Advance Comprehensive Cover.**

- a) We strongly recommend that you insure your consignment against as many insurable risks of packing, moving, shipping and storage as possible.
- b) We may/can offer to accept full liability only if you supply us with a detailed value declaration form, before we commence with the work and you pay us our Liability Acceptance Fee, in which case we are covered against such under our All Risks Goods in Transit Insurance Policy.
- c) We will not accept any dull liability for any loss or damage if we do not have your completed value declaration form and you have paid our Liability Acceptance Fee.
- d) Any liability accepted by us is subjected to our all risk goods in Transit Policy Terms and Conditions as set out by the Insurance company. These conditions are separate and not the same as these conditions of contract. A copy of these conditions is available on request.
- e) You are free to insure your consignment with any Insurance company of your choice.

**Quotation Reference Number :** \_\_\_\_\_ **Client Name:** \_\_\_\_\_

**Client Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_