



INTEGRATED LOGISTICS. MEASURED PERFORMANCE.

CARRIER AGREEMENT

Between

ORBIT INTEGRAL (PTY) LTD

Registration Number 2015/297497/07

(hereafter referred to as "Orbit Integral")

And

(Hereinafter referred to as "Carrier")

Registration Number:	
Physical Address:	
Postal Address:	
E-mail Address:	
Telephone Number:	
Signed at:	
Signature:	
Name & Designation: Who warrants that he/she is duly authorised to sign	
Witness Name and Signature:	

1. DEFINITIONS

- 1.1 In this Agreement, unless inconsistent with or otherwise indicated by the context –
 - 1.1.1 "Agreement" means this agreement together with any annexures, schedules and/or amendments hereto from time to time;
 - 1.1.2 "Ancillary Services" means all those services that fall outside the Services and that are not covered by the Rates, but which may, at the request from time to time by ORBIT INTEGRAL, be rendered by the Carrier in terms of this Agreement as envisaged in clause 5.8;
 - 1.1.3 "Business Day" means any day other than a Saturday, Sunday or public holiday in the Republic of South Africa;
 - 1.1.4 "Carriage Capacity" means the statutory maximum load of any one Vehicle in terms of inter alia the National Road Traffic Act 93 of 1996 and the regulations thereto (including any amendments thereto);
 - 1.1.5 "Carrier" means the entity and its registration number referred to on page 1 herein above and includes the Carrier's servants and agents and any person or persons carrying the Goods in terms of a subcontract with the Carrier;
 - 1.1.6 "Collection Address" means the assigned address for collection of the Goods by the Carrier, as directed by ORBIT INTEGRAL from time to time where a particular load of Goods has to be loaded;
 - 1.1.7 "Commencement Date" means, notwithstanding the date of signature of this Agreement, 20_____;
 - 1.1.8 "Confidential Information" shall mean any information the Carrier may possess or acquire at any time of whatsoever nature regarding ORBIT INTEGRAL, its business, operations and/or this Agreement which may be disclosed by ORBIT INTEGRAL to the Carrier either directly or indirectly, whether in writing, reports, electronic media or by any other means;
 - 1.1.9 "Consignee" means the party who has ordered Goods from ORBIT INTEGRAL directly or indirectly and/or is the designated receiver of the Goods and to whom the Carrier shall deliver the Goods upon instructions from ORBIT INTEGRAL;
 - 1.1.10 "ORBIT INTEGRAL" means ORBIT INTEGRAL(PTY)Ltd, a limited liability company duly registered in accordance with the company laws of the Republic of South Africa with registration number 2015/297497/07;
 - 1.1.11 "ORBIT INTEGRAL's Customer" means the various customers of ORBIT INTEGRAL;
 - 1.1.12 "Delivery Address" means the assigned address for delivery of the Goods by the Carrier as directed by ORBIT INTEGRAL from time to time in respect of a particular load of Goods;
 - 1.1.13 "Delivery Document" means the document supplied by ORBIT INTEGRAL to the Carrier, which document shall set out all relevant data and requirements pertaining to the delivery of a consignment of the Goods and which, if bearing the signature of the Consignee acknowledging delivery of a Consignment, will constitute a POD;
 - 1.1.14 "EFT" means Electronic Funds Transfer;
 - 1.1.15 "Goods" means the goods to be transported from time to time by the Carrier for ORBIT INTEGRAL in terms of this Agreement whether contained in one or more parcels, packages or containers and supplemented by the Load-Con;
 - 1.1.16 "Load-Con" means the Load Confirmation document which reflects the Collection- and Delivery Address, the Rates and method of payment;
 - 1.1.17 "Month" means a calendar month;
 - 1.1.18 "Parties" means ORBIT INTEGRAL and the Carrier jointly and collectively;
 - 1.1.19 "Party" means either ORBIT INTEGRAL or the Carrier;
 - 1.1.20 "POD" means the Delivery Document which is signed by the Consignee acknowledging that the Goods have been delivered to the Consignee, which document shall constitute proof of delivery, and which reflects the nature and either the weight, volume or numbers of parcels comprising the load, the delivery destination and date of delivery;
 - 1.1.21 "Personnel" means the respective partners, directors, officers, employees, servants, agents, subcontractors, consultants, contractors and professional advisors of each party;
 - 1.1.22 "Rates" means the fee payable by ORBIT INTEGRAL to the Carrier as described and agreed to in the respective Load-Con and shall be in accordance with the terms thereof. Any diversions from any delivery of Goods which occurs at the instance and request of ORBIT INTEGRAL shall be by written agreement, alternatively by oral agreement and confirmed in writing between the Parties and shall be subject to such different ad hoc rates as agreed by the Parties in each specific instance;
 - 1.1.23 "Services" means the transportation services rendered by the Carrier to ORBIT INTEGRAL in terms of this Agreement and referred to in clause 2 below;
 - 1.1.24 "Signature Date" means the date of signature of this Agreement, being, the date upon which the Party signing last in time signs this Agreement;
 - 1.1.25 "VAT" – means Value Added Tax in terms of the VAT Act, 89 of 1991;
 - 1.1.26 "Vehicles" - means a truck tractor and trailer combination or a rigid body vehicle of a design and Carriage Capacity which is acceptable to ORBIT INTEGRAL and utilized by the Carrier for the specific purpose of rendering the Services and performing its contractual obligations in terms of this Agreement, which vehicles may be dedicated or sub-contracted by ORBIT INTEGRAL or the Carrier;
 - 1.1.27 "Weighbridge tickets" – means the weighbridge document delivered to the Carrier after loading of the vehicle at the Collection Address.
 - 1.1.28 Any reference to the singular includes the plural and vice versa.
 - 1.1.29 Any reference to natural persons includes legal persons and vice versa.
 - 1.1.30 Any reference to gender includes the other genders.
 - 1.1.31 The clause headings in this Agreement have been inserted for convenience only and shall not be taken into account in its interpretation.
 - 1.1.32 This Agreement shall be governed by, construed and interpreted in accordance with the law of the Republic of South Africa.
 - 1.1.33 The expiry or termination of this Agreement shall not affect provisions of this Agreement which expressly provide that they will operate after any such expiry or termination of this Agreement. Provisions of necessity shall continue to have been effective after such expiry or termination of this Agreement, notwithstanding that the clauses themselves do not expressly provide for this.
 - 1.1.34 The rule of interpretation that a written agreement shall be interpreted against the party responsible for the drafting or preparation of that agreement shall not apply.
 - 1.1.35 Where figures are referred to in numerals and in words and there is any conflict between the two, the words shall prevail.
 - 1.1.36 Any reference to any legislation is a reference to such legislation as at the Signature Date and as amended or re-enacted from time to time.
 - 1.1.37 If any provision in a definition is a substantive provision conferring any rights or imposing any obligations on any party, then notwithstanding that it is only in this interpretation clause, effect shall be given to it as if it were a substantive provision in this Agreement.
 - 1.1.38 The eiusdem generis rule shall not apply and accordingly, whenever a provision is followed by the word "including", examples shall not be construed so as to limit the ambit of the provision concerned.

2. APPOINTMENT

- 2.1 ORBIT INTEGRAL renders transport and related logistical services to its Customers in relation to the conveyance of Goods and shall from time to time require the services of the Carrier to render transportation and related logistical services. ORBIT INTEGRAL hereby appoints the Carrier to transport such Goods from time to time, from such location to such other location as ORBIT INTEGRAL instructs and upon payment of such agreed Rates.

- 2.2 The Carrier shall at all times act as an independent contractor, and this Agreement shall not be construed or interpreted as to create any partnership, joint venture, agency or employment relationship, or any other relationship other than that of independent contractor, between ORBIT INTEGRAL and/or ORBIT INTEGRAL's Customers on the one side and the Carrier on the other side
- 2.3 It is agreed and hereby recorded that ORBIT INTEGRAL shall be under no obligation to make use of the services supplied by the Carrier for the conveyance of the Goods and shall in its sole and absolute discretion be entitled to elect to make use of the services provided by the Carrier, or not, for any particular load of Goods. It is specifically agreed and hereby recorded that ORBIT INTEGRAL does not undertake, nor does it warrant that it shall make use of the services provided by the Carrier for any specific number of loads of Goods or in respect of any specific ORBIT INTEGRAL's Customer, during the currency of this Agreement.
- 2.4 The Carrier hereby accepts the appointment to provide the Services in terms of this Agreement.
- 2.5 The terms and conditions set out in this Agreement shall represent the sole agreement between the Parties and shall, once agreed, apply and regulate all future transactions entered into between ORBIT INTEGRAL's and the Carrier. These terms and conditions may only be supplemented by the provisions of the Load-Con. The Carrier's standard trading conditions and/or general trading conditions shall not apply to the Services rendered in terms of this appointment and any Goods transported in this regard.
- 2.6 It is further recorded that ORBIT INTEGRAL is aware that the Carrier may, from time to time, be required to employ subcontractors to fulfil its obligations in terms of this Agreement. It is agreed and hereby recorded that the Carrier shall in all instances where it proposes to utilize such subcontractors, advise ORBIT INTEGRAL in writing and in advance thereof and ORBIT INTEGRAL may, if the proposed subcontractors reasonably do not comply with ORBIT INTEGRAL's requirements, refuse the use of such subcontractors. The Carrier shall in any event remain fully liable to ORBIT INTEGRAL in accordance with the terms and conditions of this Agreement and the Carrier shall at all times ensure that any subcontractor is made aware and complies fully with the terms and conditions of this Agreement, and the Carrier shall be liable to ORBIT INTEGRAL in respect of any non-compliance by any subcontractor.
- 4.2.5 satisfy itself that all Goods are suitable for carriage and that all Goods are properly packed and/or crated to ensure correct loading and safe transportation. It is agreed that should the Goods not be in a clean, dry, stable and/or suitable condition and/or if the Goods reflect visible damage, leakage or spillage, then the Carrier shall not load the Goods and in such event the Carrier shall immediately advise ORBIT INTEGRAL accordingly;
- 4.2.6 provide the correct dunnage/lashing equipment to secure the Goods and provide tarpaulins to always cover the Goods and to protect it against water ingress, snow, hail, dust, heat, sun and the like;
- 4.2.7 inform ORBIT INTEGRAL telephonically or by e-mail of any unusual delay occasioned by any circumstance whether before loading or during transportation of the Goods;
- 4.2.8 deliver the Goods to the place and upon the date and time stated on the Load-Con and/or as instructed by ORBIT INTEGRAL, either in writing or telephonically. The Carrier shall substitute another Vehicle at its own expense to carry the Goods to their destination in the event that any Vehicle breaks down. Failure to do so shall entitle ORBIT INTEGRAL to supply another Vehicle and the Carrier shall be liable for any cost incurred by ORBIT INTEGRAL in so doing and any other costs incurred by ORBIT INTEGRAL to perform (without obligation to do so) any obligation whatsoever of the Carrier;
- 4.2.9 shall carry out its mandate in accordance with the instructions and direction contained in the Load-Con, as well as any reasonable instructions given by ORBIT INTEGRAL, either in writing or telephonically.
- 4.2.10 shall ensure that any delivery notes supplied conform to the quantities and types of Goods that are loaded;
- 4.2.11 shall not without the prior consent of ORBIT INTEGRAL dispatch a particular Vehicle, unless it has been loaded to its full Carriage Capacity;
- 4.2.12 ensure that it obtains signed delivery notes and a valid, legitimate and legible POD in respect of any load of Goods when it off-loads such Goods in terms of this Agreement, and shall e-mail such POD together with the relevant Weighbridge Ticket and all other relevant documentation to ORBIT INTEGRAL by no later than 7 (Seven) calendar days after the off-loading date and the Carrier shall send the originals of all such documentation to ORBIT INTEGRAL in terms of clause 5.2;
- 4.2.13 ensure that any POD delivered to ORBIT INTEGRAL shall at all times be legitimate, lawful, accurately and correctly reflect the particulars of any load of Goods collected, conveyed and delivered on behalf of ORBIT INTEGRAL. In particular the Carrier shall not alter, remove or tamper with the marks or numbers on the Goods or alter remove or tamper with the notes or endorsements on any POD or delivery note;
- 4.2.14 ensure that a representative at the Delivery Address accurately records any Goods damaged in transit on the POD and furnish ORBIT INTEGRAL with a written notification of such damage within 24 (Twenty-Four) hours of the Carrier or its driver becoming aware thereof, and countersign any such record on the POD only if it is of the view that the record is accurate and where the Carrier disagrees with the recordal, it shall record both its disagreement on the POD and its reasons for such disagreement. The endorsement on any POD or any alternative form of delivery note by ORBIT INTEGRAL's Customer and/or its duly authorised representative and/or representative at the Delivery Address to the effect that the Goods have been short delivered or damaged or lost shall be prima facie proof of the facts stated therein, and ORBIT INTEGRAL shall be entitled to act in accordance therewith. If the Carrier's driver or duly authorised representative has counter- signed such statement on the POD or alternate delivery note, the Carrier shall not be entitled to dispute such fact, and it shall become conclusive proof of the facts so stated, unless the Carrier immediately advises ORBIT INTEGRAL telephonically of any disputes in respect of any load before the Carrier's driver or duly authorised representative counter-signs such POD or alternate delivery note;

3. DURATION

- 3.1 This Agreement shall, notwithstanding the Signature Date, commence on the Commencement Date and shall endure indefinitely until it is terminated in terms of clauses
- 3.2 or 14 below.
- 3.2 Either Party may terminate this Agreement by furnishing the other Party with 30 (thirty) days written notice of its intention to do so, such termination shall not have any effect on any and all terms and conditions of this Agreement that outlives termination.

4. OBLIGATIONS OF THE CARRIER

- 4.1 The Carrier shall take delivery of the Goods at such addresses and at such times as it may be instructed to, either telephonically and/or in writing by ORBIT INTEGRAL, which instruction shall be confirmed by way of a Load-Con.
- 4.2 The Carrier shall, at all times during the currency of this Agreement:
- 4.2.1 render the Services with suitable and licensed vehicles properly maintained and in a good working condition to the satisfaction of ORBIT INTEGRAL;
- 4.2.2 provide qualified licensed drivers to operate the Vehicles, which drivers must always have a valid code 14 (EC) license and Professional Drivers Permit ("PDP");
- 4.2.3 at its own cost equip the Vehicles with tracking systems for tracking purposes;
- 4.2.4 ensure that its Vehicles have sufficient Carriage Capacity to enable it to render the Services efficiently and in compliance with legal load limits;

- 4.2.15 comply with all laws, by-laws, regulations and instructions of Government (including provincial and local government) and regulating bodies pertaining to the Services and this Agreement;
- 4.2.16 adhere to all environmental, legal and operational requirements applicable at any port or at the various Delivery Addresses;
- 4.2.17 comply with any legislation affecting the Vehicles used in the rendering of the Services, including but not limited to the National Road Traffic Act 93 of 1996 and the Administrative Adjudication of Road Traffic Offences Act 46 of 1998 and any amendments thereto and all regulations and by-laws promulgated thereunder;
- 4.2.18 adhere to the highest standard of business ethics and deal with third parties in accordance with any codes of conduct and operational policies and procedures that may be prescribed by ORBIT INTEGRAL in writing from time to time;
- 4.2.19 not communicate directly with any of ORBIT INTEGRAL's Customers, for any reason whatsoever, and agree that all necessary communication shall strictly be done through ORBIT INTEGRAL;
- 4.2.20 comply with all instructions and security measures given by ORBIT INTEGRAL or by ORBIT INTEGRAL's Customers at the various Delivery Addresses, including but not limited to matters concerning safety, health and relevant legislative enactments;
- 4.2.21 supervise the loading and off-loading of Goods onto or from the Vehicles, as the case may be;
- 4.2.22 at the time of loading, externally examine the Goods, to ensure that the Goods are not damaged and are intact and shall deliver the Goods in the same condition to the Delivery Address;
- 4.2.23 be obliged and have the right, after notice to ORBIT INTEGRAL and on instruction from ORBIT INTEGRAL to the Carrier's relevant employee/s, to refuse acceptance of a consignment of Goods if such Goods are not in good order or properly packed;
- 4.2.24 shall ensure that a representative at the Delivery Address inspects and verifies each load of Goods at the point of delivery and that the representative satisfies itself that the load of Goods corresponds with the relevant Delivery Document and that the Goods are intact and undamaged;
- 4.2.25 contact ORBIT INTEGRAL immediately in the event that a Delivery Address refuses to accept the Goods and wait at the Delivery Address for instructions from ORBIT INTEGRAL;
- 4.2.26 ensure that the Vehicles depart from their destination as soon as the loading has been completed and proceed to the Delivery Address without delay, adhering to the delivery time frame as agreed by the Parties subject to the designated routes being passable (failing which the Carrier shall follow the shortest alternative route) and subject to any factors and/or circumstances beyond the reasonable control of the Carrier;
- 4.2.27 immediately report to ORBIT INTEGRAL by way of telephone, followed by a written notification, any loss, damage or likely delays in delivery of the Goods that may result in a claim against ORBIT INTEGRAL;
- 4.2.28 in the event of any breakdowns, incidents or accidents, the Carrier shall notify ORBIT INTEGRAL of such breakdown, incident or accident immediately and by no later than 30 (Thirty) minutes of becoming aware of the breakdown, incident or accident;
- 4.2.29 in the event of an accident, the Carrier shall clean the accident site and accept full liability for any clean-up cost by a reputable environmental clean-up company, to the satisfaction of ORBIT INTEGRAL, for any environmental or hazardous spill caused or seen to have been caused by the Carrier his servants, agents, representatives or sub-contractor as a result of such accident or during their day to day business with ORBIT INTEGRAL;
- 4.2.30 furnish ORBIT INTEGRAL with details of key Personnel involved in the execution of this Agreement and ensure that such personnel are available on cellular phones 24 (twenty-four) hours per day;
- 4.2.31 obtain all permits required in terms of any law regulating the conveyance of the Goods;
- 4.2.32 ensure that no vehicle exceeds the statutorily prescribed maximum vehicle mass and refuse to accept any load that exceeds the maximum carriage capacity at the Collection Address;
- 4.2.33 not be entitled to sub-contract any of the Services to a third party without the prior written consent of ORBIT INTEGRAL, who shall be under no obligation to give such consent. In the event that the Carrier sub-contracts any of the Services to a third party (with or without the prior written consent of ORBIT INTEGRAL), it shall remain responsible for ensuring that the Goods are delivered to the Consignee in terms of this Agreement and shall be responsible for any loss or damage suffered by ORBIT INTEGRAL;
- 4.2.34 at the request of ORBIT INTEGRAL, attend performance review meetings or briefing meetings with ORBIT INTEGRAL for the purpose of monitoring the Carrier's performance in terms of this Agreement; and
- 4.2.35 ensure that the Vehicles will be equipped with a fire extinguisher of suitable design.
- 4.3 The Carrier shall under no circumstances claim any lien over the Goods against any person, but particularly not against ORBIT INTEGRAL or ORBIT INTEGRAL's Customer. Any Lien that the Carrier might claim over the goods, either in terms of this Agreement or otherwise in terms of the operation of law, is hereby irrevocably waived in favour of ORBIT INTEGRAL, and ORBIT INTEGRAL can deal with such lien as it deems fit. The Carrier may under no circumstances deal with the Goods where the lien over the goods is adversely affected, where ORBIT INTEGRAL for instance advises the Carrier not to part with the Goods until such time as ORBIT INTEGRAL has given it permission to do so.
- 4.4 Any failure by the Carrier to comply with any of its obligations in terms of this clause 4, shall constitute a material breach of the Agreement.

5. PAYMENTS

- 5.1 Unless otherwise agreed in writing, the Carrier shall perform the Services required by ORBIT INTEGRAL, from time to time, at the Rates specified in the Load-Con. The total remuneration payable by ORBIT INTEGRAL to the Carrier in respect of the carriage of Goods is the price stipulated in the Load-Con order form, or such rates as may be agreed upon between the Parties from time to time.
- 5.2 Within 14 (Fourteen) Business Days from Month-End the Carrier shall furnish ORBIT INTEGRAL, for all loads done in that previous Month, with a Monthly statement, in South African currency, accompanied by detailed tax invoice/s (which will comply with the Vat Act, 1991, as amended from time to time) together with all relevant and original POD's and other delivery documents necessary in respect of the Services rendered during that previous Month and if the Carrier cannot deliver the original POD's and all other necessary documentation in respect of the Services per hand to ORBIT INTEGRAL, the Carrier shall ensure that all such original documents are sent and received by ORBIT INTEGRAL via courier within the 14 (Fourteen) Business Days from Month-End for the previous months' loads.

- 5.3 ORBIT INTEGRAL shall be under no obligation to pay the Rates if the Carrier has breached any term of this Agreement. In particular, and with reference to clause 5.2 above, ORBIT INTEGRAL shall not be liable for payment of any Rates that pertain to any load of Goods where the Carrier fails to timeously deliver a duly signed original POD and other Delivery Documents to ORBIT INTEGRAL. ORBIT INTEGRAL shall be under no obligation to pay the Rates if the invoice, statement and/or delivery notes are in dispute between the Parties and ORBIT INTEGRAL shall only be liable for payment after resolution of such dispute. ORBIT INTEGRAL shall further not be liable for payment of any rates in respect of any POD and/or other Delivery Documents that has been tampered with or which has been fraudulently issued.
- 5.4 It is agreed that ORBIT INTEGRAL shall affect payment of all amounts due to the Carrier on the 7th (Seventh) Business Day of the 2nd (second) calendar month that follows the Month in which the Carrier timeously submits to ORBIT INTEGRAL the invoices and originals of all the documents to referred to in clause 5.2 above.
- 5.5 All payments made by ORBIT INTEGRAL shall be subject to the provisions of clause 7 below, be made by way of EFT into the bank account nominated by the Carrier for this purpose.
- 5.6 ORBIT INTEGRAL shall be entitled to deduct from and set-off against any amount payable to the Carrier, any sums due to ORBIT INTEGRAL, including, but not limited to, amounts that may be due or become due to ORBIT INTEGRAL in terms of clause 4 above and clause 7 and 8 below, and all other amounts that may become due to ORBIT INTEGRAL at any time during the currency of this Agreement, irrespective of the origin, nature and extent thereof. Such right of set-off shall arise immediately upon any amount becoming owing to ORBIT INTEGRAL, and ORBIT INTEGRAL shall be entitled to immediately apply set-off in respect thereof against any current or future amounts owing to the Carrier.
- 5.7 The Carrier hereby waives all and any rights of lien retention and possession of any Goods or documents relating thereto for payment of monies in terms hereof or for compensation for improvements or for any other cause whatsoever.
- 5.8 ORBIT INTEGRAL may, from time to time, request the Carrier to render ancillary services. The Carrier shall have no obligation to render such ancillary services unless it has furnished a quotation to ORBIT INTEGRAL setting out its proposed charges for rendering such ancillary services and ORBIT INTEGRAL has accepted such quotation in writing.
- 6.3.4 are maintained in a clean and neat condition to the reasonable satisfaction of ORBIT INTEGRAL.
- 6.3.5 ensure that every Vehicle is installed with a functioning satellite tracking system or similar device, which shall be made accessible to ORBIT INTEGRAL at all material times. Upon request by ORBIT INTEGRAL the Carrier shall be obligated to inform ORBIT INTEGRAL of the exact location of any Vehicle of the Carrier whilst such Vehicle is in the process of conveying goods on behalf of ORBIT INTEGRAL;
- 6.3.6 ensure that it has, with regard to each Vehicle used and each load carried in terms of this Agreement, complied fully with all such statutory obligations as may be imposed upon it and in particular, but without derogating from the generality of a foregoing, the Carrier shall ensure that all Vehicles carry the required licenses, road Carrier permits and certificates;
- 6.3.7 be liable for any fines which result from a contravention by the Carrier or any of its employees or Vehicles of any Road Traffic Regulation, Road Transportation Regulation, or any other regulation or statute, the Carrier hereby indemnifying ORBIT INTEGRAL against all claims which may result from any such contravention;
- 6.3.8 take all reasonable steps to avoid theft of the Goods whilst in transit or the hijacking of the Vehicles and forthwith report to ORBIT INTEGRAL any incident which has caused damage or theft to the Goods or the hijacking of any Vehicle conveying the Goods;
- 6.3.9 without detracting from or limiting any other risk (in law or as elsewhere provided for in this Agreement), the Carrier shall bear all risk of all environmental clean- up and/or restoration costs arising from the Services;
- 6.3.10 be responsible for the training of its personnel with regard to the method of transportation, loading, offloading, housekeeping, safety, appearance, customers relations and the handling of documentation to the extent as may be required for the satisfactory performance by the Carrier of its obligations under this Agreement;
- 6.3.11 abide and enforce any reasonable directive issued by ORBIT INTEGRAL with regard to any of the matters contemplated in 6.3;
- 6.3.12 ensure that its employees, in the performance of their obligations flowing from this Agreement, conduct themselves with third parties and with ORBIT INTEGRAL's Customers, such that the good standing of ORBIT INTEGRAL with such third parties is always maintained;
- 6.3.13 ensure that its employees have the necessary security clearance, legal identification, qualifications and driver's licenses as may be necessary to enable them legally and adequately to perform such duties as may flow from the implementation of this Agreement.
- 6.3.14 investigate and submit a written report to ORBIT INTEGRAL of any complaint about the Carrier's service which is made by ORBIT INTEGRAL's Customer, or any of ORBIT INTEGRAL's Customer's suppliers, customers or the managers of any Collection- or Delivery Address within 24 (Twenty-Four) hours of being advised thereof.
- 6.3.15 The Carrier further warrants that its Vehicles and the operation thereof, and the conduct of its personnel, shall at all times comply with any and all provisions of the South African National Road Traffic Act, Act 93 of 1996, and all regulations promulgated in terms thereof. The Carrier furthermore warrants that insofar as the transportation of any goods require the crossing of or a delivery in any state outside the Republic of South Africa, it has fully availed itself of all the prevailing transportation and road traffic legislation and regulations in such state, and warrants that its Vehicles and the operation thereof, and the conduct of its Personnel during transit or delivery of goods in such state shall at all times comply with such legislation and regulations.

6. WARRANTIES

- 6.1 The Carrier warrants that it is in possession of all necessary permits, consents or approvals required to handle the Goods required by any law, by-law or regulation and that it has obtained the necessary insurance cover in respect of any Goods handled by it.
- 6.2 The Carrier warrants that all information supplied by the Carrier and contained in this Agreement and any schedules hereto are in all respects true and correct and that it contains all the information pertaining thereto.
- 6.3 The Carrier shall:
- 6.3.1 ensure that all Vehicles used for the purpose of transporting the goods in terms of this Agreement including the trailers are fully licensed and fully insured;
- 6.3.2 have been declared road worthy and that a Certificate of Road Worthiness (COF) has been issued with regard thereto and shall supply such certificate to ORBIT INTEGRAL upon request;
- 6.3.3 are always maintained in a road worthy condition and good state of repair in order to exclude mechanical break downs during transit;

7. RISK AND INDEMNITY

- 7.1 The Carrier accepts full liability for the Goods and all damage to or loss thereof whilst in its possession or under its control, from such time as the Goods have been loaded onto the Carrier's vehicle, during transit thereof and until such time as the Goods have been off-loaded and inspected and accepted as good by the Consignee at the Delivery Address and the Carrier has been issued with a legitimate, lawful, properly completed, signed and legible POD by the Consignee.
- 7.2 Loading and off-loading of Goods shall be the responsibility, liability and risk of the Carrier and ORBIT INTEGRAL shall bear no liability and carry no risk in respect of damages and/or losses to the Goods or the property of the Carrier which arise during loading, carriage or off-loading.
- 7.3 The Carrier accepts all liability for all clean-up and salvaging costs, including, but not limited to, all environmental clean-up and restoration costs, arising from the Services. The Carrier acknowledges and warrants that it knows and is aware of the potential risks associated with conveying and handling the specific Goods which forms the subject of this Agreement.
- 7.4 The Carrier accepts full responsibility for any damages and/or losses arising from injury or death or incapacity suffered by ORBIT INTEGRAL, including their Personnel or any third party arising from any act or omission by the Carrier during the rendering of the Services.
- 7.5 The Carrier undertakes to take all reasonable steps to ensure that its equipment and Vehicles are adequate for the transportation of the Goods and that it takes full responsibility for all, and any risks associated therewith and indemnifies ORBIT INTEGRAL against such risks.
- 7.6 The Carrier hereby indemnifies and undertakes to hold harmless ORBIT INTEGRAL, its officers, employees, agents and other Carriers, against all claims of whatever nature, including all losses, damages and costs against it by any third party pursuant to the rendering of the Services in terms of this Agreement. Without limiting the generality of the foregoing, the Carrier hereby indemnifies and undertakes to hold harmless ORBIT INTEGRAL, its officers, employees, agents and other Carriers, against:
 - 7.6.1 any claim of any nature whatsoever which may result from the Carrier's failure to comply with any of the provisions of this Agreement;
 - 7.6.2 any act or omission by the Carrier, its agent or employee done during the currency of this Agreement and in rendering or pursuant to the Services;
 - 7.6.3 any liability or claims of any nature whatsoever which may result from a non-compliance on the part of the Carrier of its responsibilities towards its employees, which responsibilities include, but are not limited to the following, (all mentioned Acts includes any amendments thereto):
 - 7.6.3.1 Any liability in terms of the Income Tax Act No 28 of 1997;
 - 7.6.3.2 Payment of any contributions in terms of The Compensation for Occupational Injuries and Diseases Act, No 130 of 1993;
 - 7.6.3.3 Payment of any contributions with regards to unemployment insurance;
 - 7.6.3.4 Contributions with regard to any relevant Bargaining Council which may have jurisdiction as well as obligations of the Carrier in terms of the relevant conditions of service or wage determinations of the Bargaining Council where applicable;
 - 7.6.3.5 Obligations of the Carrier in terms of the Basic Conditions of Employment Act No 75 of 1997, or Employment Equity Act or any amendments, or replacements of these Acts; and
 - 7.6.3.6 Proof of registration and payment in respect of Workmen's Compensation Commissioner and/or certificate of good standing.

- 7.7 The Carrier shall provide proof in respect of its compliance with the provisions of this clause 7 to ORBIT INTEGRAL in a form acceptable to ORBIT INTEGRAL on request at any time during the currency of this Agreement.
- 7.8 The Carrier agrees and acknowledges that ORBIT INTEGRAL shall not for any reason whatsoever be or become liable for any standing time or demurrage incurred by the Carrier.

8. INSURANCE AND GOODS IN TRANSIT INSURANCE

- 8.1 With reference to the risk and liability assumed by the Carrier as set out above, the Carrier shall:
 - 8.1.1 for its own account, appropriately insure itself against all the risks it assumes in terms hereof and in law and shall in any event at all times maintain the minimum insurance cover relating to "goods-in-transit" and liability cover as determined by ORBIT INTEGRAL from time to time during the currency of this Agreement;
 - 8.1.2 provide ORBIT INTEGRAL, at the inception of this Agreement, and thereafter forthwith upon reasonable notice from ORBIT INTEGRAL with copies of such insurance cover and proof that such cover is active and fully paid up.
 - 8.1.3 amplify such insurance cover from time to time in accordance with ORBIT INTEGRAL written notifications.
 - 8.1.4 not consent to or allow any amendment of such insurance cover which in any way diminishes or limits the cover afforded to the Carrier without first having notified ORBIT INTEGRAL in writing of such amendment.
- 8.2 In respect of any claim lodged with its insurers which arise from the Services that form the subject matter of this Agreement, the Carrier hereby irrevocably cedes and assigns all its rights to the proceeds of any such claim to ORBIT INTEGRAL and undertakes to on demand sign all required documentation of its insurers to give effect to this provision.
- 8.3 The Carrier hereby expressly and irrevocably authorises its insurers to pay directly to ORBIT INTEGRAL or ORBIT INTEGRAL Principal (as the case may be) the full proceeds of all any claims lodged by the Carrier with its insurers. The Carrier shall submit proof of its valid Goods in Transit Insurance, Public Liability Insurance and Third-Party Liability Insurance to ORBIT INTEGRAL in the form of a current certificate from the Insurance Company as and when requested by ORBIT INTEGRAL from the Carrier, for the duration of the Agreement.
- 8.4 In the event that the Carrier's insurer fails to pay any amount directly to ORBIT INTEGRAL as provided for herein, the Carrier shall within 2 (Two) days of receipt of such amount pay the amount to ORBIT INTEGRAL, free of deduction, set-off or counterclaim.
- 8.5 The Carrier shall at all times remain liable for the payment of any excess in respect of any claim as a result of damage to or loss of the Goods. In the event of the Carrier being unable to settle any excess in respect of any such claims, and if ORBIT INTEGRAL should settle such excess, then ORBIT INTEGRAL shall, read with clause 8.4 above, be entitled to apply set off in respect of such amount to any current or future amounts owing by ORBIT INTEGRAL to the Carrier.
- 8.6 The Carrier shall immediately after it came to the attention of the Carrier notify its insurer of any incident relating to the Goods and/or Services and which may result in a claim against the Carrier and ORBIT INTEGRAL shall provide the insurer with an invoice reflecting the claim amount and all supporting documentation and the Carrier shall have 30 (thirty) days to finalise and/or settle such claim with its insurers reckoned from day ORBIT INTEGRAL delivered the invoice and supporting documents to the insurers and to cause its insurers to effect payment of the claim amount to ORBIT INTEGRAL.

- 8.7 It is agreed that in the event of damage of Goods, or any part thereof, for whatsoever reason, the Carrier and its insurers or underwriters shall have no claim in respect of the damaged Goods, and they shall under no circumstances be entitled to salvage the damaged Goods without the prior written consent of ORBIT INTEGRAL.
- 8.8 It is agreed that if any liability of the Carrier is covered by any insurance cover effected by ORBIT INTEGRAL or ORBIT INTEGRAL's Customer, such cover shall not detract from, diminish or limit any such liability of the Carrier, irrespective of whether ORBIT INTEGRAL or ORBIT INTEGRAL's Customer has claimed from its insurers for such liability. Any insurance cover procured by the Carrier shall not operate to diminish or limit any of its liabilities herein irrespective of whether any claim lodged under such insurance has been rejected or abated.
- 8.9 The Carrier hereby irrevocably authorises ORBIT INTEGRAL duly authorised agent to from time to time do an audit on the Carrier's insurance to confirm that the Carrier has the necessary insurance cover. The Carrier undertakes to do all such things and sign any necessary documents to authorise ORBIT INTEGRAL agent to do such audit.
- 8.10 The Carrier hereby:
- 8.10.1 waives and abandons all and any claims (past, present and future; contingent and otherwise) against ORBIT INTEGRAL and ORBIT INTEGRAL Principals for any damages/losses suffered by the Carrier during the rendering of the Services that form the subject matter of this Agreement, howsoever arising and of whatsoever nature and extent;
- 8.10.2 indemnifies and undertakes to, on first written demand, hold ORBIT INTEGRAL and ORBIT INTEGRAL's Customers harmless against all and any claims for damages and/or losses by any third party (including without limitation, the Carrier's members, directors, employees, agents and invitees as well as any insurer of the Carrier acting under subrogation rights) against ORBIT INTEGRAL arising from the rendering of the Services irrespective of the nature and extent thereof.
- 8.11 The aforesaid indemnities and waivers are unlimited and unconditional.
- 8.12 The Carrier acknowledges and agrees that ORBIT INTEGRAL may settle or compromise any claim by any third party against ORBIT INTEGRAL or ORBIT INTEGRAL's Customers pursuant to the rendering of the Services that form the subject matter of this Agreement, in its sole discretion and to set-off such amount against any indebtedness of ORBIT INTEGRAL to the Carrier.
- 8.13 Goods in Transit Cover of R 1 500 000.00 One million five hundred thousand rand) per load is required on all risks, first loss basis. It is the carrier's responsibility to ensure that other than general goods cover, the following specific items are included in the range of commodities carried:

ALCOHOL PRODUCTS BEER & WINE GENERAL GOODS ELECTRONIC GOODS TINNED FISH SAB & ABI PRODUCTS CLOTHING & FOOTWEAR

- 8.14 It is recorded that –
- 8.14.1 The Public Liability and Third-party insurance for a claim arising from any one occurrence or any series of occurrences due to one cause shall not be less than R25 000 000.00 (twenty-five million rand) per incident or claim or such other amount as may be specified in the contract data; and
- 8.14.2 the "Goods in transit" cover for a Claim arising from any one occurrence shall not be less than R 1 500 000 (one million five hundred thousand rand) unless otherwise notified in writing by ORBIT INTEGRAL. This limitation will exclude any costs, damages and/or losses arising due to wilful misconduct and/or gross negligence on the part of the Carrier, in which case the liability of the Carrier will not be capped at R 1 500 000 (one million five hundred thousand rand) but will be the actual costs, damages and losses proven.

- 8.15 In addition to the above the Carrier will be liable for excess payable by ORBIT INTEGRAL to its insurers in respect of any claim exceeding R 1 500 000 (one million five hundred thousand rand), currently R 50 000 (fifty thousand rand).
- 8.16 Failing by the Carrier to abide by this clause shall constitute a material breach of this Agreement.

9. OCCUPATIONAL, HEALTH AND SAFETY

- 9.1 It is agreed and hereby recorded that this Agreement shall, inter alia, constitute an agreement between ORBIT INTEGRAL and the Carrier by virtue of the provisions of Section 37(2) of the Occupational Health and Safety Act, Act 85 of 1993 ("the Act").
- 9.2 The Carrier acknowledges that it fully acquainted with the terms and provisions of the Act, and that it shall always during the currency of this Agreement fully comply with the provisions of the Act, and its regulations, but in particular the Carrier acknowledges and warrants that:
- 9.2.1 it complies with the provisions of Section 16(1) of the Act; and
- 9.2.2 it has and shall continue to appoint only competent persons pursuant to the provisions of Section 16(2) of the Act; and
- 9.2.3 it is duly registered with the Compensation Commissioner; and
- 9.2.4 it shall forthwith report all relevant incidents to ORBIT INTEGRAL and the Department of Labour; and
- 9.2.5 it shall ensure that a copy of the Act is available and accessible to all its employees; and
- 9.2.6 its vehicles, machinery and equipment are at all times of sound order and that it complies with the provisions of Section 10 of the Act; and
- 9.2.7 it shall provide all its employees, where applicable, with adequate personal protective equipment and fully comply with Section 2(1) of the Act in this regard.
- 9.3 The Carriers hereby fully and unconditionally indemnifies ORBIT INTEGRAL against any loss, damage, injury or death, however caused, to the Carrier or its employees, agents or Carriers or their employees.

10. LABOUR RELATIONS

- 10.1 The Carrier shall always be obliged to maintain good labour relations with its employees, the employees of any other Carriers or Contractors of ORBIT INTEGRAL and the employees of ORBIT INTEGRAL and its Customers/Consignees.
- 10.2 The Carrier shall be obliged to immediately report to ORBIT INTEGRAL, any real or potential labour dispute which may come to its attention, and which may impact on the execution of the work or rendering of the Services in terms of this Agreement or on generally on ORBIT INTEGRAL.
- 10.3 The Carrier undertakes to, for purposes of monitoring by ORBIT INTEGRAL of compliance by the Contractor with its obligations as set out in this clause, maintain accurate monthly records of such compliance.
- 10.4 The Carrier undertakes to, upon request by ORBIT INTEGRAL, make available, such Labour Relations Audit Statement for inspection by ORBIT INTEGRAL. ORBIT INTEGRAL shall, however, be obliged to give the Carrier at least 24 hours prior, written notice of any intention and request to inspect such Labour Relations Audit Statement.
- 10.5 ORBIT INTEGRAL shall not be liable to make any payments directly to the drivers (employed or engaged by the Carrier). The Carrier will be responsible for accounting to the appropriate authorities for the drivers' employee tax and any monies required to be paid in terms of legislation including but not limited to PAYE, UIF and Skills Development Levy.

- 10.6 The Carrier warrants that:
- 10.6.1 Less than 80% of its income will be derived from ORBIT INTEGRAL for the period of the duration of this Agreement;
- 10.6.2 It shall employ no less than 3 employees, on a full-time basis, for the duration of this Agreement.

11. CONFIDENTIALITY

- 11.1 All provisions of this Agreement shall always remain confidential and, save as provided for in this Agreement, shall not be disclosed to any person.
- 11.2 Any announcement or statement of any nature whatsoever which may be made by either Party which directly or indirectly relates to any of the provisions of this Agreement, shall require the prior written approval of the other Party, as the case may be.
- 11.3 The Parties agree that the relationship between ORBIT INTEGRAL and its Customers is of utmost importance for the sustainability and continuation of its business and hereby record and agree the following:
 - 11.3.1 ORBIT INTEGRAL may from time to time during the currency of this Agreement disclose Information of ORBIT INTEGRAL and/or its Customers to the Carrier which is necessary for the Carrier to comply with its obligations in terms of this Agreement.
 - 11.3.2 ORBIT INTEGRAL considers such information proprietary and valuable and discloses same to the Carrier solely for the purposes set out herein.
 - 11.3.3 The Confidential Information so disclosed shall always remain the sole and exclusive property of ORBIT INTEGRAL, and where the case may be, its Customers, in respect of which this Agreement shall be a stipulatio alteri in favour of ORBIT INTEGRAL's Customer.
- 11.4 The Carrier Undertakes:
 - 11.4.1 to treat the Confidential Information as confidential and not to disclose same to any third party;
 - 11.4.2 not to use or duplicate the Confidential Information for any purpose other than for complying with its obligations in terms of this Agreement.
 - 11.4.3 to exercise due care in respect of the Confidential Information to disclose same only to those employees who reasonably require same for the purpose herein provided that the Carrier undertakes to ensure that all employees receiving the Confidential Information shall likewise be bound.
 - 11.4.4 to take all reasonable steps to prevent unauthorized use or duplication of the Confidential Information and to use the same level of care to prevent any unauthorized use, disclosure or duplication thereof as the Carrier exercises in protecting its own most secret information.
- 11.5 The Carrier undertakes to ensure that all its Personnel receiving the Confidential Information shall likewise be bound to this clause 11.

12. DOMICILIUM AND NOTICES

- 12.1 The Parties chose domicilium citandi et executandi for all purposes of the giving of any notice, the payment of any sum, the serving of all documents and for the other purposes arising from this Agreement at their addresses reflected on page one of this Agreement. Each of the Parties shall be entitled from time to time, by written notice to the other, to vary its domicilium to any other physical address and/or fax number within the Republic of South Africa.
- 12.2 Any notice given, and payment made by any party to the other which:

- 12.2.1 is delivered by hand during normal business hours to the addressee at the addressee's domicilium for the time being shall be rebuttably presumed to have been received by the addressee at the time of delivery;
- 12.2.2 is posted by pre-paid registered post from an address within the Republic of South Africa to the addressee at the addressee's domicilium for the time being shall be rebuttably presumed to have been received by the addressee on the 7th (seventh) day after the date of posting;
- 12.2.3 is sent by facsimile or e-mail during the normal business hours of the addressee to the addressee's domicilium for the time being shall be rebuttably presumed to have been received one Business Day after the date of successful transmission

13. RESTRAINT OF TRADE

- 13.1 The Carrier undertakes that it shall not, at any time during the currency of this Agreement and for a further period of 1 (one) year from date of termination of this Agreement, alone or jointly or together with any other person, or as agent for any person, firm, partnership, company, body corporate or association of any nature whatsoever be engaged, interested or concerned, whether financially or otherwise and whether direct or indirectly in business dealings with any of ORBIT INTEGRAL's Customer's for whom the Carrier has delivered Goods during the currency of this Agreement.
- 13.2 The Carrier records that the undertakings given in terms of this clause 13 are:
 - 13.2.1 fair and reasonable as regards their nature, restraint and period, and
 - 13.2.2 necessary to protect the interests of ORBIT INTEGRAL.
- 13.3 Irrespective of whether this restraint is enforceable or not (as a whole or in part) or if ORBIT INTEGRAL enforces its rights in terms of clause 13.1 or not, the Carrier shall in any event in perpetuity be liable to ORBIT INTEGRAL for commission of 10% (ten percent) of the gross compensation received for services rendered to any Customer introduced to the Carrier by ORBIT INTEGRAL. Such commission shall be payable on a Monthly basis and ORBIT INTEGRAL shall have unfettered access to the records of the Carrier for purposes of determining the nature and extent of such services and the commission payable.
- 13.4 To the extent that this restraint is wholly or partly in conflict with anti-competitive legislation or law, it shall be read down to such an extent as to comply with such anti-competitive legislation or law in South Africa

14. BREACH AND TERMINATION

- 14.1 Should either Party fail to observe or perform any of the terms, conditions and/or obligations of this Agreement, and failing rectification of such breach by the guilty Party within 7 (seven) days after having been given notice in writing by the aggrieved party of such breach, then, without prejudice to any other remedies which it may have, the aggrieved party shall be entitled at its discretion either-
 - 14.1.1 To cancel this Agreement and to claim such damages as it may suffer; or
 - 14.1.2 To enforce compliance with the provisions of this Agreement and to claim such damages as it may suffer because of such breach.
- 14.2 Should the Carrier:
 - 14.2.1 be placed in provisional or final liquidation or provisional or final judicial management (either voluntarily or compulsorily).

- 14.2.2 have a final and unappeasable judgement against it, which remains unsatisfied and/or has not been rescinded for a period of 14 (fourteen) days or more after it comes to the notice of the Carrier; or
- 14.2.3 make any arrangement or composition with its creditors generally or ceases to carry on business. Then in such event it shall be deemed to have breached this Agreement, and the ORBIT INTEGRAL shall have the rights referred to in 14.1 save that it shall not be necessary for ORBIT INTEGRAL to give any written notice to the Carrier as contemplated herein.
- 14.3 ORBIT INTEGRAL shall be entitled to terminate this Agreement with immediate effect should it, in its sole discretion, be of the view that the Carrier has committed a material breach of this Agreement.

15. DEED OF SURETYSHIP

The Carrier's signatory hereto binds itself/himself/herself as surety and co- principal debtor in solidum with the Carrier in favour of ORBIT INTEGRAL for payment of any amount which at any time may become payable by the Carrier to ORBIT INTEGRAL from any cause of action whatsoever and whether acquired by way of cession or otherwise. The signatory renounces the benefits of the legal exceptions, "on causa debiti", "ordinis sua excussionis et divisionis" and "cession of action" with the force meaning and effect of which it/he/she declares itself/himself/herself to be fully acquainted.

16. APPLICABLE LAW & JURISDICTION AND DISPUTE RESOLUTION

This Agreement and the relationship between the Parties hereto shall be regulated entirely by the laws of the Republic of South Africa.

17. DISPUTE RESOLUTION

- 17.1 Any dispute arising from or in connection with this Agreement, or its termination, shall in the first instance be referred to the respective Chief Executive Officers ("CEOs") of the Parties to the dispute, failing whom, their respective equivalents or nominees. Should the CEOs be unable to resolve the dispute within 14 (fourteen) days after the referral of the dispute to them, the dispute shall, at the request of any party to the dispute, be dealt with as provided in clause 17.2 hereto.
- 17.2 Any dispute arising from or in connection with this Agreement or its termination, which has not been resolved pursuant to clause 17.1 hereto shall, if so requested by any party to the dispute, be finally resolved by a single arbitrator in accordance with the rules for expedited arbitrations of the Arbitration Foundation of South Africa ("AFSA"), or any statutory enactment in that behalf for the time being in force. The decision of such arbitrator shall be final and binding on both parties. The arbitration shall be held in the Republic of South Africa.
- 17.3 Notwithstanding anything to the contrary contained in this Agreement, no party shall be precluded from instituting any injunctive or similar proceedings in any appropriate court of competent jurisdiction and, if successful, being granted appropriate injunctive relief.
- 17.4 This clause 17 is severable from the rest of this Agreement and shall, notwithstanding the termination, cancellation, invalidity or alleged invalidity of this Agreement or any part of it for any reason, remain in full force and effect.

18. COSTS

- 18.1 Each Party shall bear its own legal costs and expenses of and incidental to the negotiation, drafting, preparation and implementation of this Agreement.
- 18.2 In the event litigation between the parties because of a breach of these conditions as supplemented by a Load-Con form, the Carrier shall be liable for and shall pay all legal costs incurred, including collection commission at the maximum rate allowed on an own attorney client scale.

19. FORCE MAJEURE

- 19.1 A party is not liable for a failure to perform any of its obligations insofar as it proves:
 - 19.1.1 that the failure was due to an impediment beyond its control;
 - 19.1.2 that it could not reasonably be expected to have taken the impediment and its effects upon the party's ability to perform into account at the time of conclusion of the contract; and
 - 19.1.3 that it could not reasonably have avoided or overcome the impediment or at least its effects.
- 19.2 An impediment in clause 19.1.1 may result from events such as war, whether declared or not, civil war, civil violence, riots and revolutions, acts of piracy, acts of sabotage, natural disaster such as violent storms, cyclones, earthquakes, tidal waves, floods, destruction by lightning, explosions, fires, destruction of machines, of factories and of any kind of installations, boycotts, strikes and lock-outs of all kinds, go-slows, occupation of factories and premises and work stoppages.
- 19.3 "Impediment" does not include lack of authorisations, licences, permits or approvals necessary for the performance of this Agreement and to be issued by the appropriate public authority.
- 19.4 Relief from liability for non-performance by reason of the provisions of this clause 19 shall commence on the date on which the impediment relied on comes into existence and shall terminate upon the date upon which such impediment ceases to exist; provided that the party seeking relief shall give notice of such impediment to the other as soon as possible; and provided further, that if such impediment continues for a period of more than 60 (sixty) days, either party shall be entitled to terminate this Agreement by written notice to the other party, whereupon the provisions of this Agreement relating to its termination shall apply.

20. GENERAL

- 20.1 This agreement comprises the entire agreement entered between the Parties.
- 20.2 No amendment or consensual cancellation of this agreement or any term or provision thereof or of any agreement or other document issued or executed pursuant to or in terms of this agreement and no settlement of any disputes arising under this agreement and no extension of time, waiver or relaxation or suspension of any of the provisions or terms of this agreement or of any agreement, bill of exchange or other document issued pursuant to or in terms of this Agreement, shall be binding unless recorded in a written document signed by the parties. Any such extension, waiver, relaxation or suspension which is so given or made shall be strictly construed as relating to the matter in respect whereof it was made or given.
- 20.3 No extensions of time or waiver or relaxation of any of the provisions or terms of this agreement or any agreement, bill of exchange or other document issued or executed pursuant to or in terms of this agreement, shall operate as an estoppel against any party in respect of its rights under this Agreement, nor shall it operate so as to preclude such Party thereafter from exercising its rights strictly in accordance with this Agreement.
- 20.4 No party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein.
- 20.5 No indulgence which any party ("the grantor") may grant to the other party ("the grantee") shall constitute a waiver of any rights of the rights of the grantor, who shall not thereby be precluded from exercising any rights against the grantee which may have arisen in the past or which might arise in the future.

- 20.6 The signatories to this Agreement personally warrant by their signatures that they have the necessary authority to do so and shall in the absence of such authority be deemed to be personally liable.
- 20.7 The terms and conditions shall apply to all the transactions entered between the Parties. Once agreed, it will cover all subsequent transactions, and it shall not be necessary for the Parties to agree to these terms afresh, unless the Parties in writing agree to amend these terms.
- 20.8 The Parties record that it is their business practice to regulate orders and transactions by means of load confirmation orders sent by e-mail to the Carrier. These e- mails and order forms shall be binding upon the Parties.
- 20.9 In the event of a conflict between such order form, or content of the e-mail transmission and these conditions, the conditions contained herein shall supersede such order form.
- 20.10 A confirmed sent e-mail produced by ORBIT INTEGRAL, that a particular or e-mail has been sent, shall be prima facie proof that such load confirmation order has been successfully transmitted by ORBIT INTEGRAL to the Carrier.

- 20.11 The Carrier may not assign, transfer or in any manner make over, or purport to assign, transfer or make over this Agreement or its rights thereunder or any part thereof without obtaining the consent of ORBIT INTEGRAL in writing. ORBIT INTEGRAL is in its sole discretion entitled to assign, transfer and/or make over its rights and obligations to a third party without consent from the Carrier. ORBIT INTEGRAL will notify the Carrier of any such assignment.

21. DANGEROUS GOODS

It is recorded that the goods may from time to time include hazardous/ dangerous goods, as defined in the regulations contained in Section 54 of Chapter VIII of the National Road Traffic Act, Act 93 of 1996. ORBIT INTEGRAL shall advise the Carrier in advance if any load of Goods contains any hazardous/dangerous goods, and if the Carrier accepts the instruction to transport such load, then it associates itself with the risks that attach thereto and warrants to ORBIT INTEGRAL that it is fully aware of all relevant legislation and regulations and accepts being bound thereby and to comply fully with same; it is fully aware of all protocols relating to such goods and accepts to be bound thereby and to comply fully with same; its staff is properly trained in the handling of such goods; and its vehicles are suitable for the transportation of such goods.

THUS, DONE AND SIGNED BY THE **CARRIER PARTIES** AS FOLLOWS:

For: Carrier

Signed By: _____

In Capacity As: _____

Place: _____

Date: _____

Resolution Dated: _____

THUS, DONE AND SIGNED BY **ORBIT INTEGRAL (PTY) LTD** AS FOLLOWS:

For: Orbit Integral (PTY) Ltd

Signed By: _____

In Capacity As: _____

Place: _____

Date: _____

Resolution Dated: _____