



APPLICATION FOR CREDIT FACILITIES

With

ORBIT INTEGRAL (PTY) LTD

(Hereinafter referred to as the "Credit Grantor")

I/we hereby apply for credit facilities and voluntarily provide consent for a credit check to be carried out on me or the company I/we represent. I/we accept that such check does not infringe any of my/our fundamental rights, and I/we accept that the credit check is part of the application process in terms of the Protection of Personal Information Act No. 4 of 2013, as is further defined in terms of section 12 of Annexure A hereunder. I/we also apply for the opening of an account and the extension of credit terms upon the terms and conditions set out below and in accordance with **Annexure A**, in amplification of which the following information is submitted:

SECTION A

INFORMATION FORM

(Hereinafter referred to as "the Credit Applicant")

Registered name of Enterprise	
Trading name	
Registration number	
Date established	
VAT registration number	
Full name of representative completing this form	
ID number of the representative completing this form	

FORM OF ENTERPRISE (MARK WITH AN "X")

Close corporation (CC)	☐	Private company (Pty) Ltd	☐
Public company (PLC)	☐	Partnership	☐
Trust	☐	Sole proprietor	☐

DETAILS OF CREDIT APPLICANT

Physical Address	
Postal Address	
Telephone Number	
Email Address	

AUDITORS

Contact	
Telephone number	
Postal address	

BANKERS

Branch	
Branch number	
Account number	
Account type	
Annual Turnover of Applicant	

TRADE REFERENCES (AT LEAST 3)

	Entity name & Contact name	Telephone Number
1.		
2.		
3.		

SECTION B

(To be completed by registered companies and close corporations)

REGISTERED OFFICE ADDRESS

Physical Address	
Postal Address	
Registration Number	
Date of Registration	

**WHO ARE THE DIRECTORS/PARTNERS/TRUSTEES
OF THE COMPANY/PARTNERSHIP/TRUST/CC?**

Full names	
Role	
ID number	
Residential address (physical)	
Telephone number	

Full names	
Role	
ID number	
Residential address (physical)	
Telephone number	

Full names	
Role	
ID number	
Residential address (physical)	
Telephone number	

Full names	
Role	
ID number	
Residential address (physical)	
Telephone number	

Please attach the following documents and return with your application.

Applications without these documents will not be processed.

REQUIRED DOCUMENTS	ATTACHED
Copies of directors' / partners' / sole proprietors' / trustees' ID documents	
Copies of statutory trustees' detail – preferably latest disclosure certificate documents to confirm company / trust and directors' /	
Tax clearance certificate	
Proof of banking details (letter from the bank)	
Company letterhead	
Letter of Good Standing with the Department of Labour	
Broad-based Black Economic Empowerment Certificate (BBBEE)	
Applicant registration documents (if a company or close corporation)	

SECURITIES

HAS A NOTARIAL BOND BEEN REGISTERED OVER YOUR MOVEABLE ASSETS?	YES / NO
If the answer is "Yes", in whose favour, at what deeds office and what is the date and number of the registration?	
In favour of	
Deeds office	
Registration number	

HAS A CESSION OF YOUR BOOK DEBT BEEN GIVEN TO ANY PARTY?	YES / NO
If the answer is "Yes", the name, address and telephone number of such party is to be furnished.	
Name	
Address	
Telephone number	

HAS SECURITY BEEN GIVEN FOR AN OVERDRAFT?	YES / NO
If the answer is "Yes", full details of such security is to be furnished.	
HAVE ANY OF THE OWNERS/PARTNERS/DIRECTORS EVER BEEN DECLARED INSOLVENT?	YES / NO
If the answer is "Yes", full details are to be furnished of the date and case number.	
Date	
Case number	
Details	

SECTION C

General

It is hereby recorded that the Credit Applicant, by signing this application, acknowledges that he/she is fully acquainted with the Credit Grantor's Standard Conditions of Trade, which is annexed as **Annexure A** hereto, and the Credit Applicant agrees by his/her signature hereto that he/she is bound to the terms and conditions contained in **Annexure A** hereto insofar as it relates to commissioning the Credit Grantor to render any services to the Credit Applicant. The person completing and signing this application on behalf of the Credit Applicant warrants that he/she is duly authorised thereto by the Credit Applicant and authorised to bind the Credit Applicant to the Credit Grantor upon the terms and conditions contained in **Annexure A** hereto.

GIT (GOODS IN TRANSIT) INSURANCE

Is GIT insurance required?	
First loss GIT insurance limit (Per load, VAT included)	

ESTIMATED CREDIT REQUIRED

Estimated credit required per month?	
I accept that the credit facilities granted to the Credit Applicant at any stage will not be deemed to be a limit of the Credit Applicant's indebtedness to the Credit Grantor.	

SIGNATURES/ ACCEPTANCE

I _____ the undersigned in my capacity as

_____ do hereby: Warrant that all the information recorded in this application is true and correct, that I sign of my own free will and with the full knowledge and understanding of the contents hereof and that I am duly authorised in doing so. I also agree to regular credit checks being done on the applicant, which may influence the credit limit/credit application made by the applicant.

Signed for and on behalf of the Credit Applicant being duly authorised thereto at

_____ on this _____ day of _____ 20 ____.

Credit Applicant's Name

Credit Applicant's signature

Witness name

Witness signature

Signed for and on behalf of the Credit Grantor being duly authorised thereto at

_____ on this _____ day of _____ 20 ____.

Credit Grantor's name

Credit Grantor's signature

Witness name

Witness signature

ANNEXURE A

STANDARD CONDITIONS OF TRADE

1. INTERPRETATION

- 1.1. In these conditions, unless inconsistent with or otherwise indicated by the context:
- 1.1.1. **"Agreement"** means this credit application and the standard conditions of trade as well as any standard operating procedures as agreed to by the Parties hereto;
- 1.1.2. **"Business Day"** means a day which is not a Saturday, Sunday or South African public holiday;
- 1.1.3. **"Credit Grantor"** means Orbit Integral (PTY)Ltd (reg. no: 215/297497/07), with limited liability, duly incorporated in accordance with the laws of the Republic of South Africa, and which shall include all its divisions and subsidiaries and where it shall, insofar as the Credit Grantor elects to fulfil its obligations in terms of this Agreement via agents or subcontractors, include such agents or subcontractors;
- 1.1.4. **"Client"** means the Credit Applicant referred to in section A of the Credit Grantor's credit application into which these standard conditions of trade are incorporated, and represents the Party, whether an individual, partnership, company, trust or other entity that has commissioned the Credit Grantor for the rendering of transport and related Services and/or have applied for the extension of credit facilities by the Credit Grantor in respect of such transport or related Services;
- 1.1.5. **"Consignee"** means the entity to who the load is transported and who will sign the Deliver Note.
- 1.1.6. **"Dangerous Goods"** includes those goods classified as prohibited under all extant laws (SANS 10231);
- 1.1.7. **"Delivery Note"** means the document signed by the Consignee upon receipt of the loading good order.
- 1.1.8. **"Domicilium address"** means the physical address selected by the Client in the application form above. This address will serve as the selected address where notices and communication can be sent to.
- 1.1.9. **"Effective Date"** means the date upon which the Client signs this Agreement.
- 1.1.10. **"Force Majeure"** means any event that:
 - 1.1.10.1. is an act of God;
 - 1.1.10.2. is beyond the reasonable control of a party;
 - 1.1.10.3. materially affects the performance of any of its obligations under this Agreement;
 - 1.1.10.4. could not reasonably have been foreseen or provided against; and/or
 - 1.1.10.5. includes exceptionally adverse weather conditions, earthquakes, thunder, lightning, radioactive contaminations, fire, strikes and/or boycotts;
- 1.1.11. **"Goods"** means the goods produced/manufactured by the Client or conveyed on behalf of the Client, whether contained in shipping containers, in one or more parcels or packages and whether consigned singly or in parcels or in bulk;
- 1.1.12. **"Handling of the Goods"** means and includes the Goods being handled, warehoused, held, controlled, loaded or unloaded, carried or otherwise possessed by the Credit Grantor for any purpose whatsoever;
- 1.1.13. **"Interest"** shall mean a rate equal to five (5) percentage points above the prevailing prime overdraft rate charged by First National Bank Limited from time to time, and which shall be calculated daily and compounded monthly in arrears;
- 1.1.14. **"Loading Point"** means the loading point for the collection of the Goods as detailed in the Load Confirmation or as otherwise agreed by the Parties in writing;
- 1.1.15. **"Off Loading Point"** means the place of delivery of the Goods as contained in the Load Confirmation or as otherwise agreed by the Parties in writing;

- 1.1.16. **"Parties"** means the Credit Grantor and the Client and a "Party" shall as the context requires, be either one of them;
- 1.1.17. **"Services"** means the transport and logistical services rendered by the Credit Grantor to the Client in terms of this Agreement;
- 1.1.18. **"Transporter"** means the subcontractor appointed by the Credit Grantor for purposes of rendering the Services;
- 1.1.19. **"POPI"** shall mean the Protection of Personal Information act 4 of 2013
- 1.2. Any reference to the singular includes the plural and vice versa;
- 1.3. Any reference to natural persons includes legal persons and vice versa;
- 1.4. Any reference to a gender includes male, female, and gender- neutral;
- 1.5. The clause headings in these conditions have been inserted for convenience only and shall not be taken into account in its interpretation; and
- 1.6. These conditions shall be governed by and construed and interpreted in accordance with the law of the Republic of South Africa.

2. APPOINTMENT AND DURATION

- 2.1. Whereas the Client from time to time requires the collection and delivery of various Goods from various destinations in the Republic of South Africa and, if applicable, Nigeria, Lesotho, Botswana, Swaziland, Namibia, Zimbabwe, Mozambique, Malawi, Zambia, Tanzania, Kenya, Angola or the Democratic Republic of Congo, and whereas the Credit Grantor renders the Services in the same territories, it is agreed that the Client hereby appoints the Credit Grantor to collect and deliver the Goods on behalf of the Client to such locations as the Parties may agree and against payment of the rates and any other costs herein agreed upon.
- 2.2. This Agreement will commence on the Effective Date and save in the event of breach of this Agreement, it shall remain in force and effect indefinitely, subject to the right of either Party to cancel it with one (1) month written notice to the other Party, provided that the provisions that require observance after termination of this Agreement alternatively which of necessity must survive the termination of this Agreement, shall be entrenched and shall survive any termination of this Agreement.
- 2.3. The Credit Grantor 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 between the Credit Grantor and the Client in any manner or form.
- 2.4. The Client acknowledges that it is aware that the Credit Grantor shall employ subcontractors to fulfill its obligations in terms of this Agreement, and the Credit Grantor agrees to ensure that the subcontractor is made aware of and complies fully with the terms and conditions of this Agreement.
- 2.5. The Terms and Conditions contained in this Agreement will apply with regards to any Services rendered by the Credit Grantor to the Client at any given time.

3. SERVICES

- 3.1. The Credit Grantor shall provide the Services in accordance with the provisions of the terms and conditions contained in this Agreement.

- 3.2. The Client may, from time to time, place an Order for the Credit Grantor by means of email, verbal or WhatsApp communication in which detail of the Consignment, tariff, dates for collection and delivery as well as detail of the Loading Points and Off Loading Points will be provided.
- 3.3. If the Credit Grantor accepts the order (whether orally, by email or WhatsApp) a Load Confirmation will be provided to the Credit Grantor in which the instruction for transportation of the Load in accordance with the provisions of this Agreement will be provided.
- 3.4. The Load Confirmation shall contain the following minimum information:
 - 3.4.1 The date and timeframe for delivery;
 - 3.4.2 The name of the Client and the physical address of the loading site;
 - 3.4.3 The name of the consignee and the physical address of the off-loading site;
 - 3.4.4 Details of the Load to be transported and the value of the Load;
 - 3.4.5 The Load reference number;
 - 3.4.6 Description and content of the Load.
- 3.5. The Load Confirmation may include any reasonable instruction to be complied with by the Credit Grantor in the performance of the Services.
- 3.6. In the event of a conflict of the terms of the Load Confirmation and this agreement, the terms of this agreement will prevail.
- 3.7. Should the Credit Grantor accept the order, the Transporter shall present itself at the required time and date at the Loading Site as specified in the Load Confirmation, together with the load reference number and Load Confirmation document.
- 3.8. The Client shall ensure that the Load is available to the Transporter at the Loading Site in accordance with the Load Confirmation.
- 3.9. When the Load is being loaded on the vehicle of the Transporter, such loading shall take place in the presence and at the direction of the responsible persons of the Transporter and the Client.
- 3.10. The Transporter shall be responsible for the delivery of the Load from the Loading Site to the Off-Loading Site.
- 3.11. The Transporter shall ensure that it shall obtain the signature of a Delivery Note at the Off-Loading Site, which Delivery Note should be endorsed with a Goods Received stamp. The Credit Grantor indemnifies the Client against any claims arising out of its failure to endorse Delivery Notes.

4 CREDIT GRANTOR'S OBLIGATIONS

In addition to the provisions of clauses 8 and 9 below, and any standard operating procedures the Parties may agree on, the Credit Grantor shall:

- 4.1.1 ensure that all vehicles used to provide the Services in terms of this Agreement, including trailers:
- 4.1.2 are fully licensed and fully insured;
- 4.1.3 have been declared roadworthy and that a Certificate of Roadworthiness has been issued with regard thereto; and
- 4.1.4 are maintained in a roadworthy condition and good state of repair at all times to minimize mechanical breakdowns during transit.
- 4.1.5 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 the

abovegoing, the Credit Grantor shall ensure that all vehicles carry the required licenses, road carrier permits, and certificates;

- 4.1.6 be liable for any fines which result from a contravention by the Credit Grantor or any of its employees or vehicles of any road traffic regulation, road transportation regulation, or any other regulation or statute, unless such fines are a direct result of overloading of any of the Credit Grantor's vehicles by the Client, in which event the Client shall be liable for and shall pay such fines on first demand of the Credit Grantor;
- 4.1.7 advise the Client as soon as reasonably possible of any breakdown of vehicles or any incident involving such vehicles or a load of Goods;
- 4.1.8 exercise reasonable care and skill in all aspects of the provision of the Services;
- 4.1.9 exercise good faith in all of its dealings with the Client and the Client's customers and consignees; and
- 4.1.10 reasonably adhere to and comply with all reasonable and lawful directives and instructions of the Client appertaining to the provision of the Services.

5 OBLIGATIONS OF THE CLIENT

- 5.1 In addition to the obligations imposed on and accepted by the Client in accordance with any standard operating procedures agreed between the Parties and in addition to the warranties given by the Client as contained in clause below, the Client shall:

- 5.1.1 satisfy itself that all Goods are suitable for carriage and ensure that all Goods are properly packed and/or crated for conveyance by road transport;
- 5.1.2 provide the Credit Grantor's duly authorized agent or subcontractor with the necessary delivery notes/ collection advices setting out the quantities and types of Goods that are loaded;
- 5.1.3 notify the Credit Grantor, by email or otherwise in writing as agreed, not less than 48 (forty-eight) hours in advance of the time on which it wishes loading of the Goods in respect of each delivery to commence provided that such notice shall be given on a Business Day and such notice shall in respect of each delivery stipulate the address and description of the loading point concerned, the date and time that the loading of the vehicle shall commence, the type, mass/volume and quantity of the Goods to be conveyed, the address and description of the offloading point and any special arrangements that the Credit Grantor is required to make;
- 5.1.4 in the event of any permit, consent, or approval to handle the Goods being required under any law, by-law, or regulation, accept that none of the Credit Grantor's obligations or duties shall take effect unless and until it obtains the relevant permit, consent or approval, and in respect of which the Client shall provide all reasonable assistance and information required by the Credit Grantor to apply for or obtain any such permit, consent or approval; and

5.1.5 insofar as the Client is a Party to a returnable or a non-returnable pallet agreement with any third party, advise the Credit Grantor in advance of such Agreement and the salient terms thereof, and in particular whether the Credit Grantor is, in the case of returnable CHEP pallets, required to exchange or return any such pallets upon the completion of the delivery of any load of the Goods, and whether it is incumbent on the Credit Grantor to obtain in the process any pallet control notes in such regard. In the event of the Client failing to inform the Credit Grantor as such, Credit Grantor shall not be liable for any amounts the Client may be charged by the owner or lessor of such pallets.

6 RATES

- 6.1 In the absence of any written Agreement to the contrary, the rates payable to the Credit Grantor by the Client shall be such rates which are reflected in the Credit Grantor's load confirmation order and/or rate sheet as amended from time to time, in respect of such loads of Goods conveyed by the Credit Grantor on behalf of the Client and shall be due and payable in accordance with the provisions contained in clause 6 below.
- 6.2 Any direct cost increases, including any costs relating to any statutory compliance requirements of the Credit Grantor and any variations in the diesel fuel price, shall entitle the Credit Grantor to accordingly adjust its rates and to notify the Client of any adjustments of such rates. The Client shall in any event be advised of amended rates by email and prior to loading per the load confirmation order form, and unless the Client formally objects to the rates therein contained before the Goods are loaded by the Credit Grantor or its designated subcontractors, the rates therein reflected shall be applicable and the Client shall be deemed to have accepted such rates.
- 6.3 The Client shall be liable for and hereby indemnifies the Credit Grantor for any unforeseen expense not otherwise quoted by the Credit Grantor or any duty, tax, impost, fine, or outlay of whatsoever nature levied by the authorities at any port or place in connection with the Goods and shall, on first demand, reimburse the Credit Grantor for any such amount disbursed or losses sustained by the Credit Grantor in connection therewith. In the event of the Credit Grantor (or its subcontractors) being obliged to take out or obtain any licenses or permits, or to comply with the requirements of any statutory authority, the Credit Grantor shall be entitled to such additional charges as would cover any expenses resulting therefrom not already included in the Credit Grantor's standard rates.
- 6.4 In the event of the Credit Grantor being obliged to deviate from the route selected by it, or to carry the Goods via another route, for any reason whatsoever, including but not limited to adverse weather conditions, impassable or dangerous roads, and bridges, or the instructions of any competent authority, the Credit Grantor shall be entitled but not obliged to charge an additional remuneration in proportion to the resulting extra distance traveled

7 PAYMENT

- 7.1 Payment of all tariffs due to the Credit Grantor shall without set-off or deduction be effected by the Client within 30 (thirty) calendar days from the date of the Credit Grantor's monthly statement, which the Credit Grantor may in its sole discretion email to the Client.

- 7.2 The Credit Grantor shall in its absolute discretion be entitled to appropriate all payments made by the Client towards the payment of any debt or obligation of whatsoever nature owing by the Client to the Credit Grantor, irrespective of when such debt or obligation arose.
- 7.3 Interest at the rate stipulated in clause 1.2 above shall accrue on all amounts owing by the Client in terms of these conditions from the due date for payment to the date on which payment is effected.
- 7.4 The Client shall not raise any claim, dispute, or counterclaim as a reason for deferring payment and the Client may not withhold any payment or set-off or deduct any claim or counterclaim which it may wish to raise against the amount invoiced by the Credit Grantor.
- 7.5 As security for all arrear indebtedness of the Client arising from any cause whatsoever (liquidated or unliquidated), whether forming the subject matter of these conditions or otherwise, the Credit Grantor shall have a lien over all Goods, documents, delivery notes, proofs of delivery (PODs), import permits as well as all repayments, refunds, claims or recoveries in its possession or under its control and shall be entitled to exercise such lien until all the indebtedness of the Client has been finally paid, it being understood that the furnishing of security by the Client shall not relinquish such lien.
- 7.6 In the event of the Credit Grantor retaining possession of the Goods in terms of clause 7.5, the Credit Grantor shall be entitled to store or warehouse the goods at such place as it deems fit, at the Client's expense and at the Client's sole risk.
- 7.7 The Credit Grantor shall not be liable for any loss, damage, or deterioration of such Goods which may arise while under the Credit Grantor's lien.
- 7.8 The Client shall furthermore, in the event of:
- 7.8.1 any undue delays at the loading or offloading points;
 - 7.8.2 any undue delays caused by incomplete or incorrect collection or delivery instructions; and/or
 - 7.8.3 any inordinate delays caused by cross-border carriage; be liable for payment of the Credit Grantor's then standard demurrage charges, and such charges are to be paid to the Credit Grantor within 30 (thirty) days after the issue of an appropriate invoice by the Credit Grantor.
- 7.9 It is specifically recorded that the Credit Grantor's rights under clause 6 are not exhaustive and are in addition to any other rights which it may have in law against the Client.

8 CLIENT'S WARRANTIES

- 8.1 The Client is bound by and warrants in favour of the Credit Grantor the accuracy of all descriptions, values, and other particulars furnished to the Credit Grantor for customs, carriage, and other purposes. The Client indemnifies the Credit Grantor against all expenses, claims, or fines arising from any inaccuracies or omissions in the descriptions, values, or other particulars arising from whatsoever reason.
- 8.2 The Client warrants that the carriage of the Goods will not contravene or infringe any legislation, regulation, or law, and the Client hereby indemnifies and holds the Credit Grantor harmless against any claims, including third-party claims and/or damages which the Credit Grantor may suffer by virtue of the Client's breach of this warranty.
- 8.3 The Client warrants that the Goods are the Client's sole property, alternatively, the Client is authorized by the person owning the goods to enter into this Agreement, and the Client hereby indemnifies the Credit Grantor against any claim of any nature made by the owner.

- 8.4 Unless otherwise agreed in writing, the Client warrants that the Goods handled are fit to be so handled in an ordinary manner.

9 LOADING AND OFFLOADING

- 9.1 In addition to the obligations imposed on the Client by virtue of clause 4 above, and any standard operating procedures the Parties may agree upon, the Client shall ensure that:
- 9.1.1 the Goods shall be ready for loading on the date specified;
 - 9.1.2 all documentation necessary in connection with the Goods and the transportation thereof shall be fully and correctly prepared;
 - 9.1.3 at all places where the Credit Grantor is to collect and offload the goods, there will be safe, suitable, and adequate access and loading and offloading facilities, and that the Credit Grantor can do so without the need for any special or additional tackle, plant, power, labour or equipment;
 - 9.1.4 Goods will be sufficiently packed and prepared for carriage;
 - 9.1.5 no consignment of Goods shall, in any event, exceed the maximum allowable payload of any of the Credit Grantor's vehicles, and in respect of which load weight the Client assumes full responsibility;
 - 9.1.6 any load of Goods shall be loaded to ensure that such load is suitably loaded appertaining to the weight distribution over the axles of the Credit Grantor's vehicle; and
 - 9.1.7 the Client shall sign such certificates and receipts on loading and offloading as the Credit Grantor may require.
- 9.2 The Credit Grantor shall not be under any obligation to provide any equipment, power, or labour which, in addition to its vehicle's crew, is required for the loading or offloading of any Goods. Any assistance given by the Credit Grantor in such loading or offloading shall be at the sole risk of the Client.
- 9.3 Any Client (or owner) conducting any packing or other operation or activity in any area or premises provided by the Credit Grantor shall do so at its own risk, and the Client indemnifies the Credit Grantor against all claims or losses arising out of the presence of the Client and/or owner in such area or premises.

10 CONDITION OF GOODS

- 10.1 The onus of proving the quantity, type, physical properties, composition, and the condition of the Goods and/or the condition of any container at the time of collection thereof by the Credit Grantor shall at all times remain with the Client, and no delivery note, receipt or other document furnished or signed at such time by or on behalf of the Credit Grantor shall constitute conclusive proof thereof.
- 10.2 Unless otherwise agreed in writing, the Client warrants that all Goods handled are fit to be so handled in an ordinary way and are not dangerous.
- 10.3 Unless otherwise agreed in writing, the Credit Grantor will not handle any dangerous, corrosive, noxious, hazardous, inflammable, or explosive Goods or any Goods which in its opinion are likely to cause damage.
- 10.4 Should the Credit Grantor agree to handle any Dangerous Goods for any purpose:
- 10.4.1 the Client shall furnish with the Goods a written declaration detailing the trade name, chemical composition, and characteristics of the Goods;

- 10.4.2 such declaration shall define the precise respects or circumstances in which the Goods are dangerous; and

- 10.4.3 the Client shall ensure that the Goods bear the warning labels and declarations required in terms of the laws and regulations applicable to the transportation of Dangerous Goods.

- 10.5 If, in the opinion of the Credit Grantor, any Goods (whether they have been declared as dangerous or not) become a danger to any person or property, the Credit Grantor shall be entitled immediately and without notice to the Client to dispose of the Goods in question or take such other steps as it in its sole discretion deems prudent to avert danger. In such event, the Credit Grantor shall:

- 10.5.1 not be liable under any circumstances for the value of the Goods or any other loss or damage, whether direct or consequential, sustained by the Client or owner as a result of such disposal or other steps; and still be entitled to recover from the Client its remuneration for the Handling of the Goods together with any costs incurred by it in disposing of them or taking other steps.

- 10.6 Unless written instructions are given to the Credit Grantor, it shall be under no obligation to make any declaration or to seek any special protection or cover in respect of any Goods, which in terms of any applicable legislation (SANS document 10231) fall within the definition of:

- 10.6.1 Dangerous or Hazardous Goods; and/or

- 10.6.2 Goods are liable to be stored in the open.

- 10.7 Perishable Goods which are not taken up immediately (or in reasonable time befitting the nature of the Goods) upon arrival at their destination, and deteriorates as a result of such delay in offloading, shall be for the sole risk of the Client and the Credit Grantor accepts no liability for such losses or damage outside of its control. The Credit Grantor reserves the right to dispose of the perishable Goods so affected, and the payment or tender to the Client of the net proceeds of any disposition (after deduction of all charges incurred by the Credit Grantor) shall constitute full and complete delivery.

11 ROUTE

When carrying Goods, the Credit Grantor or its duly authorized representative shall in its sole discretion decide which route to follow.

12 RISK, LIABILITY, AND INSURANCE

- 12.1 The Parties envisage that certain losses and damages to the Goods may occur from time to time while carriage is undertaken due to Force majeure, accidents, or incidents of crime. It is agreed that all risk for any direct loss or damage to the Goods, excluding any indirect, consequential, or punitive damages and losses of whatever nature, shall pass to the Credit Grantor upon the completion of the loading of the Goods, during transit and until the Goods are offloaded (provided that the Credit Grantor effects offloading) at its end destination, provided that such loss shall be limited to the lesser of (a) the cost price of the Goods comprising any load so affected, or (b) the replacement value thereof, or (c) the fair market value thereof, or (d) the declared value thereof, at the time of such loss or damage. The provisions herein specifically exclude claims and/or losses and/or damages that arise as a result of the acts or omissions or negligence of the Client including but not limited to breach by the Client of its obligations in terms of this Agreement.

12.2 The Credit Grantor agrees to effect all risks goods-in-transit (GIT) insurance cover on a “first loss” basis in respect of any load of Goods, and the Parties agree that:

12.2.1 the Client hereby warrants that the value of any one load of Goods shall, subject to written notice to the Credit Grantor, not exceed the amount

One Million Rand	ZAR
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12.2.2 in the event any load of Goods exceeding the value reflected in clause 12.2.1 above, the Client shall advise the Credit Grantor in writing of such excessive value upon the request by the Client to the Credit Grantor to convey the particular load. It is recorded that the Credit Grantor can only be held liable for loads exceeding R1 000 000.00 (One Million Rand) to the extent that insurance coverage could be obtained for such excess in value of the load;

12.2.3 in the event of a general increase in the value of loads of Goods, the Client shall similarly advise the Credit Grantor in writing of such increases in value at least 14 (fourteen) days prior to the date from which such increased load values shall apply;

12.2.4 in the event of the Client failing to advise the Credit Grantor of any ad hoc or general increase in the values of loads of Goods in accordance with the provisions of clauses 12.2.1 and 0 above, the Credit Grantor shall not in any manner or form be liable for any damages or losses suffered in excess of the load value reflected in clause 12.2.1 above, or any subsequent agreed increase thereof, and the Client in such event waives any claims for such excess against the Credit Grantor.

12.3 The Client hereby expressly waives and correspondingly indemnifies the Credit Grantor against any claims by the Client and third parties whom may be the owners or consignee of the goods, in respect of indirect, consequential, and punitive losses and/or damages. This waiver and indemnity includes, but is not limited to, any liability for indirect and/or consequential losses or damages inclusive of those arising from loss of the Goods, damage to the Goods, the failure to collect or deliver the Goods timeously, adequately, or at all, or from or to the correct address, injury or death, or from any other cause arising, whether any such liability, loss or damage is caused by or arises from breach of contract, willful misconduct, negligence or gross negligence on the part of the Credit Grantor, its subcontractors, employees or otherwise.

13. DATA PROTECTION AND PERSONAL INFORMATION

13.1 Each Party shall comply with any applicable data protection or data privacy laws applicable in South Africa from time to time, that apply in relation to any personal data or information processed in connection with this Agreement (“Protected Data”), and render such assistance and co-operation as is reasonably necessary or reasonably requested by the other Party, including, but not limited to, the provision of information regarding the existence, applicability and extent of application of data protection laws to Protected Data.

13.2 If either Party, its agents, subcontractors, or employees are permitted access to any Protected Data held by the other Party for any reason connected with this Agreement or, is supplied with or otherwise provided with Protected Data by the other Party or on its behalf for any purpose, or are supplied with or otherwise provided with Protected Data relating to any employee, Client or subcontractors shall:

13.2.1 use and/or hold such Protected Data only for purposes of performing its obligations under this Agreement and only in a manner directed by the other Party or as required by law or any regulatory body and shall not otherwise modify, amend or alter the contents of such Protected Data; and/or

13.2.2 disclose or permit the disclosure of such Protected Data to any third party, unless specifically authorized to do so in writing by the other Party, or as required by law or any regulatory body and shall take all such steps as may be necessary to safeguard such Protected Data;

13.2.3 without prejudice to the generality of the foregoing, ensure that appropriate technical and organizational measures shall be taken by it against the unauthorized or unlawful processing of such Protected Data and against the accidental loss or destruction of, or damage to, such Protected Data;

13.2.4 not (and shall procure that its agents shall not) process or transfer any Protected Data outside the Republic of South Africa without the prior written consent of the other Party;

13.2.5 take all steps required and communicated in writing by the other Party reasonably considered necessary in order to comply with their respective obligations under any data protection laws;

13.2.6 promptly notify the other Party when it becomes aware of any unauthorized, unlawful or dishonest conduct or activities, or any breach of the terms of this Agreement relating to Protected Data;

13.2.7 co-operate with the other Party in complying with any request for access or query from an individual who is the subject of Protected Data and/or responding to any enquiry made, or investigation or assessment of any processing initiated by a relevant regulatory authority in respect of such Protected Data; and 13.2.8 return such Protected Data to the disclosing Party on demand.

13.3 Processing shall include the receipt, recording, organizing, collation, storage, updating or modification, retrieval, alteration, consultation, and use; the dissemination by means of transmission, distribution or making available in any other form, or the merging, linking as well as blocking, degradation, erasure or destruction of information, as described by Protection of Personal Information Act No. 4 of 2013 (“POPI”).

13.4 In terms of POPI, Parties whose Protected Data is being processed, will be referred to as “Data Subjects”.

13.5 The Protected Data may only be processed if it is adequate, relevant, and not excessive, given the purpose for which it is processed, and if processing occurs in accordance with the relevant provisions of POPI.

13.6 The Parties recognize that Protected Data may be processed in terms of POPI only if:

13.6.1 the Data Subject consents to the processing, which consent is hereby granted and effective immediately and will remain effective until such consent is withdrawn;

13.6.2 processing is necessary to carry out actions for the conclusion or performance of a contract to which the Data Subject is a Party;

13.6.3 processing complies with an obligation imposed on the Data Subject by law;

13.6.4 processing protects a legitimate interest of the Data Subject;

13.6.5. processing is necessary for the performance of a public law duty, and/or

13.6.6. processing is necessary for pursuing the legitimate interests of the Data Subject's business.

13.7 A Data Subject has the following rights in terms of this consent:

13.7.1 the right to know what information is being kept, how it is being used, and when the Party will disclose it;

13.7.2 the right of a Data Subject to correct their details. The Parties will attempt to keep the information updated. Should any of details of a Data Subject change, the other Party should be notified to ensure that all records are as accurate as possible;

13.7.3 the right to revoke consent. Data subjects may revoke the consent that has been given in terms of this Agreement at any time. This should be done in writing and addressed to the relevant party. Revoked consent is not retroactive and will not affect any past or current use of information; and/or

13.7.4 to lodge a complaint with the Information Regulator if the Data Subject is of the view that its rights in terms of POPI have been breached.

14 FORCE MAJEURE

14.1 Neither Party will be liable for any failure of or delay in the performance of any of its obligations (except payment obligations) under this Agreement if its failure or delay is due to the occurrence of a force majeure event.

14.2 Parties are to bear their respective cost and no Party shall be required to pay to the other Party any cost arising out of any force majeure event.

14.3 The affected Party shall notify the other Party in writing as soon as reasonably practicable of:

14.3.1 the occurrence of the Force Majeure event;

14.3.2 the probable material effect that the Force Majeure event is likely to have on the performance of its obligations under this Agreement; and

14.3.3 the measures which the affected Party is taking or proposes to take to alleviate the impact of such event.

15 DELAY AND DEMURRAGE

The Credit Grantor shall not, directly or indirectly, be liable for any claims that arise, for whatever reasons, from the delayed delivery of any Goods, including any consequential damages suffered by the Client or any third party. The Credit Grantor shall not be liable for demurrage or storage charges of any nature whatsoever and howsoever arising, and the Client accordingly waives any such claims and indemnifies the Credit Grantor against any third-party claims in this regard. Where any such demurrage and/or storage charges are paid by the Credit Grantor, such charges shall be refunded to the Credit Grantor by the Client on demand. The Client hereby appoints the Credit Grantor irrevocably and in rem suam as its agent and in its name, place, and stead, to contract for the storage of the Goods upon such terms and conditions as the Credit Grantor may, in its sole discretion elect, and without any liability whatsoever attaching to the Credit Grantor, to attend to such storage.

16 DELAY – POLICE INSTRUCTION

The Credit Grantor shall not be liable for any delay occasioned by compliance with any instructions issued by the South African Police Service, or any other competent authority, but any extra costs incurred by the Credit Grantor as a result of compliance with any such instructions shall be added to its charges.

17 BREACH AND TERMINATION

17.1 Should the Client be in breach or otherwise be in default of any of its obligations under or in terms of this Agreement and remain in default or fail to remedy such breach within seven (7) days of receipt of written notice from the Credit Grantor calling upon it to do so, the Credit Grantor shall be entitled, but not obliged, in addition to any other rights which it may have or remedies which may be available to it, to cancel this Agreement forthwith, without prejudice of its rights to claim damages.

17.2 The Credit Grantor shall be entitled to immediately terminate this Agreement at any time by giving the Client notice of such termination if:

17.2.1 the Client is, other than for purposes of reconstruction or amalgamation, placed under voluntary or compulsory liquidation (whether provisional or final) or under judicial management or under receivership; or

17.2.2 a final and unappealable judgement against the Client 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 board of directors of the Client;

17.3 the Client makes any arrangement or composition with its creditors generally or ceases to carry on business or resolves to place itself under business rescue.

17.4 Upon the happening of an event of default, the Credit Grantor shall be entitled, in addition to and without prejudice to any other remedy which the Credit Grantor may have in terms of these conditions or in law to claim immediate payment of all amounts outstanding and owing to the Credit Grantor (whether due or not due at the date of breach) without prejudice to any other claim which the Credit Grantor may have in law to claim such damages as the Credit Grantor may have suffered or such other relief to which the Credit Grantor may be entitled in law.

17.5 In the event of the Credit Grantor having to enforce any of its rights in terms of this Agreement by way of legal process against the Client, the Client shall be liable for payment of all legal costs incurred by the Credit Grantor.

17.6 In the event of the Client:

17.6.1 committing any deed of insolvency as defined in the Insolvency Act and/or the Companies Act;

17.6.2 being placed under provisional liquidation;

17.6.3 commencing business rescue proceedings or by virtue of a court order; and/or

17.6.4 proposing any compromise with its creditors; the Credit Grantor shall, in its sole and unfettered discretion, be entitled to immediately terminate and/or suspend the Services in terms of this Agreement, and in which event the Client shall have no recourse against the Credit Grantor and the Client shall be deemed to have waived and abandoned any claims that may arise against the Credit Grantor as a result of the suspension or termination of the Services.

17.7. In the event that any one payment is not paid and / or on due date, the entire balance outstanding, which is owed by the Client to the Credit Grantor, shall become immediately due, owing and payable by the purchaser to the seller.

18 NOTICES AND DOMICILIA

18.1 Each of the Parties chooses domicilia citandi et executandi ("domicilium") for the purposes of the giving of any notice, the serving of any process, and for any other purposes arising from this Agreement, the following addresses, and email addresses, namely:

18.1.1 **CREDIT GRANTOR: Orbit Integral (PTY)Ltd**

Address: 43 Mark Street Stellenbosch 7600
Western Cape, South Africa

Email: ross@orbitintegral.co.za

18.1.2.

CLIENT: _____

Address: _____

Email: _____

18.2 Each of the Parties shall be entitled, from time to time, by written notice to the other, to vary its domicilium to any other address within the Republic of South Africa which is not a post office box or poste restante.

18.3 Any notice given and any payment made by any Party to the other ("the **Addressee**") which:

18.3.1 is delivered by hand during the normal business hours of the Addressee at the Addressee's domicilium for the time being shall be presumed, until the contrary is proven, to have been received by the Addressee on the time of delivery;

18.3.2 is posted by prepaid registered post from an address within the Republic of South Africa to the Addressee's domicilium for the time being, shall be presumed, unless the contrary is proven, to have been received by the Addressee on the seventh (7th) day after the date of posting; and

18.3.3 is transmitted by email transmission, such transmission shall, unless the contrary is proven by the Addressee, be deemed to have been received by the addressee one (1) hour after the date and time of transmission by email.

19 APPLICATION OF THESE STANDARD TERMS AND CONDITIONS

19.1 The terms and conditions shall apply to all of the transactions entered into between the Parties.

19.2 The Parties record that it is their business practice to regulate particular orders and transactions by means of emails sent by the one to the other, or by means of load confirmation order forms. These emails or load confirmation order forms shall be binding upon the Parties.

19.3 In the event of a conflict between such load confirmation order form or content of the email, the conditions contained herein shall supersede such order form or email.

19.4 An email confirmation produced by the Credit Grantor confirming that a particular email has been sent shall be prima facie proof that such email has been sent by the Credit Grantor and received by the Client.

20 GENERAL

20.1 These conditions as supplemented by the load confirmation order form, constitute the whole Agreement between the Parties as to the subject matter and no agreements, representations, or warranties between the Parties regarding the subject matter other than those set out therein are binding on the Parties.

20.2 In the event of litigation between the Parties as a result of a breach of these conditions as supplemented by the conditions contained in any order form, the Client shall be liable for and shall pay all legal costs incurred by the Credit Grantor.

20.3 No addition to or variation, consensual cancellation, or novation of these conditions and no waiver of any right arising from these conditions or its breach or termination shall be of any force or effect unless reduced to writing and signed by all the Parties or their duly authorised representatives.

20.4 If any provisions in these conditions are found unlawful, unenforceable, or invalid, it shall be deemed to be separate and severable from the remaining conditions and to the extent that same is unlawful, unenforceable, or invalid, be deemed to be pro non scripto.

20.5 No latitude, extension of time, or other indulgence which may be given or allowed by any Party to the other Parties in respect of the performance of any obligation hereunder, and no delay or forbearance in the enforcement of any right of any Party arising from these conditions, and no single or partial exercise of any right by any Party under these conditions shall in any circumstances be construed to be an implied consent or election by such Party or operate as a waiver or a novation of or otherwise affect any of the Party's rights in terms of or arising from these conditions or stop or preclude any such party from enforcing at any time and without notice strict and punctual compliance with each and every provision or term hereof.

21 DISPUTE RESOLUTION

- 21.1 Any dispute arising from an invoice rendered by the Credit Grantor must be raised by the Applicant within 72 hours of receipt of such invoice. Failure to do so will result in the invoice being accepted as correct. Any dispute raised after the 72 hour period will be considered at the discretion of the Credit Grantor.
- 21.2 A certificate of balance rendered by the Credit Grantor, signed by an authorized signatory, will be deemed as sufficient evidence of any outstanding balance due by the Client.
- 21.3 In the event of any dispute arising out of or in connection with this Agreement, the Parties shall meet in order to resolve the dispute through mediation.
- 21.4 If the dispute is not resolved within a period of 14 (fourteen) days, any aggrieved Party may issue a notice to the other Party of its intention to refer the dispute to arbitration in accordance with the laws of the Arbitration Foundation of South Africa ("AFSA").
- 21.5 The arbitration shall be held in the Republic of South Africa and proceedings shall be conducted in the English language.
- 21.6 Subject to each Party's rights of appeal to a tribunal of arbitrators in accordance with the AFSA Rules (or to court, should the arbitration not be conducted in accordance with the AFSA Rules), the Parties irrevocably agree that the decision of (including any award made by) the arbitrator shall be final and binding on them and shall be carried into effect by the Parties.
- 21.7 Any Party may apply to the High Court of the RSA to have the decision of (and any award made by) the arbitrator made an order of the court and may institute legal proceedings forthwith for the enforcement thereof.
- 21.8 Pending the resolution of any dispute by arbitration in terms of this clause 20 the Parties shall continue to fulfill their respective obligations in terms of this Agreement, save insofar as they relate to the matter in respect of which the dispute has arisen.

21.9 The provisions of this clause 21:-

- 21.9.1 constitute an irrevocable consent by the Parties to any arbitration proceedings in terms hereof and no Party shall be entitled to withdraw therefrom or claim at any such proceedings that it is not bound by such proceedings; and
- 21.9.2 are severable from the rest of this Agreement and shall remain effective despite the termination of or invalidity of this Agreement.
- 21.9.3 Nothing contained or implied in this clause 20 shall preclude any Party from obtaining interim relief on an urgent basis from the High Court of the RSA or from instituting any interdict, injunction, or any similar proceedings in the High Court of the RSA pending the resolution of the dispute under this clause 21.

22 GOVERNING LAW

- 22.1. This Agreement shall be governed by and interpreted in accordance with the law of the Republic of South Africa.
- 22.2. The Magistrates court of South Africa, within the jurisdiction of this agreement shall have the authority to decide on any litigation between the parties.

DEED OF SURETYSHIP

I/we, the undersigned, _____ .(ID No/ Reg No.). _____
do hereby bind myself / ourselves jointly and severally as surety/ies and co-principal debtor/s in solidum on
behalf of _____. (the Debtor) in favour of
Orbit Integral (the Creditor) for the due and punctual payment of all sums which are or may in future become
due by the Debtor to the Creditor from whatsoever cause.

1. I/we declare that my/our obligations in terms of this Suretyship shall remain in full force and effect, notwithstanding any intermediate discharge or settlement of or fluctuation in the amount owing by the Debtor to the Creditor.
2. I/we declare that any indulgence which the Creditor may grant to the Debtor in respect of its obligations shall not affect or prejudice in any way my liability in terms of this Suretyship.
3. I/we acknowledge that this Suretyship shall be in addition to and without prejudice to any other suretyships or security now or hereafter held by the Creditor in relation to the indebtedness of the Debtor.
4. The Creditor shall be entitled, without prejudice to this Suretyship, to release the Debtor and any surety or other security given to it in relation to the indebtedness of the Debtor and to compound or make any other arrangements with the Debtor in regard to the fulfilment of the Debtor's obligations to the Creditor.
5. Any acknowledgement made by the Debtor in relation to its indebtedness to the Creditor shall be binding on me/us.
6. I/we hereby renounce the benefits of excussion and division, the full meaning and effect whereof I/we acknowledge to understand.
7. I/we choose as my/our domicilium citandi et executandi for all purposes arising out of this Suretyship at:

8. In the event of the Creditor taking any legal action of whatsoever nature and description for the recovery of any amount due by me in terms of this Suretyship, I/we hereby accept liability for all costs incurred by the Creditor in that regard, including but not restricted to legal costs as between attorney and own client and collection commission calculated in accordance with the rules of the Law Society.
9. Goods may be returned at the sole discretion of creditor and the returned goods may be subject to a 15% restocking/handling fee with will exclude the transport costs of the goods.
10. I/we hereby consent to the jurisdiction of the Magistrate's Court in respect of any proceedings arising from the provisions of this Suretyship provided that the Creditor shall be entitled in its discretion to commence any such proceedings in a High Court having jurisdiction.
11. A certificate signed by the Creditor certifying the amount of the Debtor's indebtedness to the Creditor shall be binding on me and shall constitute prima facie proof and be valid as a liquid document for the purpose of obtaining provisional sentence or summary judgment against me thereon.
12. The information provided in this agreement is provided by consent, and it is agreed that the personal information contained in this agreement will be stored and handled in accordance with the POPI Act.

I/we acknowledge that this document was fully completed before I/we signed same.

SIGNED at _____ on this _____ day of _____

WITNESSES:

1. _____

2. _____

(Signatures of witnesses)

(Signature of Surety)