

## PART A: AGREEMENT

between

### **MFORCE BUSINESS SOLUTIONS**

a private company duly incorporated in accordance with the laws of the Republic of South Africa with registration number 2020/499481/07 and with registered office address: 309 1<sup>st</sup> Avenue, 83 Jasper Hill, Midrand, 1685; general e-mail address: admin@mforcebs.com; and being duly represented by its

[title:.....]

[name:.....]

(herein "**Carrier**")

and

### **XXXXXXXXXXXXXXXX**

a private company duly incorporated in accordance with the laws of the Republic of South Africa with registration number YYYY/XXXXXX/TT and with registered office address: [.....]; general e-mail address: [.....]; and being duly represented by its

[title:.....]

[name:.....]

(herein "**Shipper**")

(collectively herein referred to as the "**Parties**" and each individually and severally as a "**Party**")

The Parties agree that:

- i. The Terms and Conditions in Part B ("Standard Terms and Conditions"), will govern all future contractual relationships between the parties in respect of the services provided,
- ii. Any conflicting conditions stipulated by the Shipper are expressly excluded, and
- iii. The Terms and Conditions contained in this Part B supersede all previous terms, conditions or agreements relating to services rendered by the Carrier to the Shipper, without prejudice to any securities or guarantees held by the Carrier, in respect of the indebtedness of the Shipper to the Carrier.

Commencement Date: .....

## PART B: STANDARD TERMS AND CONDITIONS

### 1. DEFINITIONS

- 1.1. **“Carrier”** shall mean MFORCE Business Solutions (Pty) Ltd, 2020/499481/07.
- 1.2. **“Shipper”** shall mean the party specified and defined as such in Part A on page 1 hereof.
- 1.3. **“Services”** shall mean transportation of goods and components by the Carrier according to the Shipper’s requirements.
- 1.4. **“Business Day”** means any day other than a Saturday, Sunday, or public holiday.
- 1.5. **“Day”** means calendar day.
- 1.6. **“Delivery”** means delivery in compliance with the conditions of the agreement.
- 1.7. **“Force Majeure”** shall have the meaning ascribed in clause 9.1.
- 1.8. **“Prime Rate”** means the publicly quoted/provided basic rate of interest, calculated daily and compounded monthly in arrears.
- 1.9. **“Parties”** shall mean the Shipper and the Carrier or either of them as the context may require.

### 2. SERVICES OFFERED

- 2.1. The Carrier shall provide truck transportation services as agreed upon between the Parties.
- 2.2. Services shall include pickup, transportation, and delivery of goods using trucks suitable for the nature and quantity of the shipment as specified by the Shipper during inquiry and booking.

### 3. SCHEDULING AND AVAILABILITY

- 3.1. The Carrier shall make reasonable efforts to accommodate the Shipper's scheduling requirements for pickups and deliveries.
- 3.2. Services are subject to availability and may be affected by factors such as weather conditions, traffic, and operational constraints.

### 4. LOADING AND OFFLOADING

- 4.1. The Shipper is responsible for properly preparing and loading goods onto the Carrier's trucks at the pickup location.
- 4.2. The Shipper is responsible for offloading goods from the Carrier’s trucks at the Delivery location.
- 4.3. The Carrier shall provide assistance during offloading goods at the Delivery location, subject to the terms of service.

### 5. ROUTE AND DELIVERY TIMEFRAME

- 5.1. The Carrier shall determine the most efficient route for transporting goods based on factors such as distance, traffic conditions, and delivery deadlines.
- 5.2. Estimated delivery timeframes provided by the Shipper are for informational purposes only and are not guaranteed.

## 6. SPECIAL HANDLING REQUIREMENTS

- 6.1. The Carrier shall accommodate special handling requirements for goods, as agreed upon with the Shipper.
- 6.2. Additional charges may apply for specialized handling services, as specified in the pricing agreement.

## 7. DOCUMENTATION AND COMPLIANCE

- 7.1. The Carrier shall ensure that all necessary permits, licenses, and documentation required for the transportation of goods are obtained and maintained in compliance with applicable laws and regulations.
- 7.2. The Shipper shall provide accurate and complete shipping documentation, including bills of lading, customs declarations if applicable, and any other required paperwork.

## 8. SAFETY AND SECURITY

- 8.1. The Carrier shall adhere to all safety regulations and industry best practices to ensure the safe and secure transportation of goods.
- 8.2. Measures shall be taken to prevent theft, damage, or loss of goods during transit, including the use of secure packaging and cargo securing methods.
- 8.3. Shipper shall specify any special requirement for securing of goods to be transported.

## 9. COMMUNICATION AND TRACKING

- 9.1. The Carrier shall maintain open communication with the Shipper throughout the transportation process, providing updates on the status and location of shipments as requested.
- 9.2. Tracking technology may be utilized to provide real-time visibility into the movement of goods and to facilitate efficient communication between the Carrier and the Shipper

## 10. RATES AND PAYMENT TERMS

- 10.1. The rates for truck transportation services shall be agreed upon between the Carrier and the Shipper prior to the commencement of services.
- 10.2. Rates may vary based on factors such as distance, weight, size, special handling requirements, and prevailing market conditions.
- 10.3. The Shipper agrees that the amount contained in a tax invoice issued by the Carrier:
  - 10.3.1. Shall be due and payable within 30 (days) days from the date on which the delivery was completed.
- 10.4. If the Shipper fails to make any payment on the due date, the Carrier may charge the Shipper interest on the overdue amounts at the Prime Rate, plus any additional costs incurred by the Carrier related to collections/delivery because of Shipper's failure to make any payment on the due date.
  - 10.4.1. If the Shipper disputes any tax invoice, it shall notify Carrier of the disputed items in writing within 10 (ten) Business Days of receipt of the relevant tax invoice and shall

- make payment to Carrier in respect of the undisputed items in accordance with the provisions of clause 10.3.
- 10.4.2. The Shipper has no right to withhold payment for any reason whatsoever and agrees that no extension of payment of any nature shall be extended to the Shipper and any such extension will not be applicable or enforceable unless agreed to by the Carrier, reduced to writing and signed by the Shipper and a duly authorized representative of the Carrier.
- 10.4.3. The Shipper is not entitled to set off any amount due to the Shipper by the Carrier against outstanding tax invoices.
- 10.4.4. All payments by the Shipper must be made in South African Rands, free of set-off and bank charges, by electronic fund transfer, unless otherwise agreed in writing. All payments must be made directly into the Carrier's bank account, the details of which will be provided on the relevant tax invoice and may change from time to time or such other bank account as Carrier may notify the Shipper in writing from time to time.
- 10.4.5. The Shipper is responsible for any applicable taxes, duties, or customs fees associated with the transportation of goods, unless otherwise agreed upon in writing.
- 10.4.6. The Carrier may offer credit terms to qualified Shippers upon approval, subject to credit checks and credit limits.
- 10.4.7. Credit terms shall be outlined in a separate agreement or credit application form, specifying the terms of credit, credit limits, and payment terms.

## 11. MISCELLANEOUS

- 11.1. The Carrier shall have no obligation to render services to the Shipper for as long as the Shipper is in arrears with any payments owing for whatever cause. Any credit facilities granted by the Carrier may be withdrawn or the terms altered by the Carrier at the Carrier's sole discretion, without notice to the Shipper.
- 11.2. These Terms and Conditions and any transaction in terms hereof is neither transferable nor assignable by the Shipper without the Carrier's prior written consent.
- 11.3. In the event of any amount owing by the Shipper falling into arrears, the Carrier shall have the right to appropriate any payment received firstly towards costs, then interest and thereafter in reduction of the capital amount owing. Should the Shipper default in paying any amount in terms hereof or otherwise, or should any negotiable instrument furnished by the Shipper be dishonoured, or should the Shipper breach any terms hereof, all amounts owing by the Shipper to the Carrier, in terms hereof or otherwise, shall immediately become due and payable notwithstanding the fact that a portion of the amount would not be due in accordance with the agreed terms of payment.
- 11.4. Any promissory note, bill of exchange or any other negotiable instrument received by the Carrier from the Shipper shall not constitute a novation of the debt for which it is given. The Shipper agrees that in the event of any portion of the invoiced indebtedness being disputed, the Shipper will forthwith pay the undisputed portion of such indebtedness according to the agreed payment terms allowed by the Carrier, failing which any discount permitted in respect of the invoiced indebtedness will be forfeited.

## 12. INSURANCE

- 12.1. The Carrier shall maintain adequate GIT (goods in transit) insurance coverage to protect against liabilities arising from its transportation services.
- 12.2. The Shipper is encouraged to obtain their own insurance coverage for the full value of their goods during transportation.
- 12.3. In the event of loss, damage, or delay to goods, the Shipper may be required to provide evidence of insurance coverage and cooperate with the Carrier's insurance claims process.
- 12.4. The Carrier shall assist the Shipper in processing insurance claims to the extent required by applicable laws and regulations.

## 13. LIABILITY

- 13.1. The Carrier shall exercise reasonable care and diligence in the transportation of goods entrusted to it by the Shipper.
- 13.2. The Carrier shall not be liable for loss, damage, or delay to goods resulting from causes beyond its control, including but not limited to acts of nature, strikes, accidents, or government actions, unless caused by its negligence.
- 13.3. The Carrier's liability for loss, damage, or delay to goods shall be limited to the lesser of:
  - 13.3.1. The actual value of the goods at the time of shipment; or
  - 13.3.2. The limits of liability specified in the Carrier's GIT insurance policy.
- 13.4. The Carrier shall not be liable for any indirect, incidental, or consequential damages arising from the transportation of goods.

## 14. LIMITATION OF LIABILITY

- 14.1. The Carrier's liability for loss, damage, or delay to goods shall not exceed the limits set forth in the Carrier's GIT insurance policy, unless otherwise agreed upon in writing between the parties.
- 14.2. The Shipper acknowledges and agrees that the Carrier's liability is limited as specified herein and is applicable to GIT insurance held by the Carrier.

## 15. EXCLUSIONS

- 15.1. The Carrier shall not be liable for loss, damage, or delay to goods resulting from:
  - 15.1.1. Inherent vice or nature of the goods;
  - 15.1.2. Improper packaging or labelling by the Shipper;
  - 15.1.3. Acts or omissions of the Shipper or their agents;
  - 15.1.4. Force majeure events beyond the Carrier's control.

## 16. JURISDICTION AND DOMICILIUM

- 16.1. The Carrier shall be entitled but not obliged to institute any proceedings against the Shipper arising out of the rendering of services, or any other cause whatsoever, in the Magistrates Court having jurisdiction over the Shipper notwithstanding that the claim or value of the matter in dispute may exceed the jurisdiction of that Court. The Shipper

- consents that the Carrier shall have the right to institute any legal action in either the Magistrates Court or the South Gauteng High Court (Johannesburg) at its sole discretion.
- 16.2. The Shipper agrees to be liable for all legal costs, including costs on the attorney and client scale, collection charges and tracing fees which may arise from the Carrier exercising its rights in terms thereof.
- 16.3. The Shipper agrees that the Carrier shall not be required to furnish security in terms of Rule 62 of the Rules of the Magistrate's Court Act, 32 of 1944 or in terms of Rule 47 of the Supreme Court Act, 59 of 1959.
- 16.3.1. A certificate signed by the Carrier's Director showing the amount due and owing by the Shipper at any given time shall be prima facie proof of the facts therein stated for the purpose of all legal proceedings against the Shipper for recovery of any amounts.
- 16.3.2. The Shipper nominates its business address as reflected in Part A of this document as its domicile citandi et executandi for service upon it of all notices and processes whether in connection with any claim for any amount due to the Carrier or otherwise.

## 17. BREACH

- 17.1. The Shipper agrees that if any amount owing by it to the Carrier is not paid in full or at all by it to the Carrier on or before the date of payment thereof in terms of these Standard Terms and Conditions, or if the Shipper commits a breach of any of the provisions contained in the Terms and Conditions or being an individual is provisionally or finally sequestrated or surrenders his estate, or being a partnership, is dissolved, or being a Company or Close Corporation is placed under a provisional or final order of judicial management or liquidation or compromises or attempts to compromise generally with its creditors or if the Shipper commits or permits any act or omission which prejudices the rights of the Carrier; then, in any of the aforesaid events all amounts owing by the Shipper to the Carrier shall immediately become due, owing and payable, and the Carrier may either:
- 17.1.1. Institute action against the Shipper for specific performance in terms hereof; or
- 17.1.2. cancel this Agreement, in both instances without prejudice to the Carrier's rights to claim all damages suffered by it as a result of such breach. Furthermore and in such event, the Carrier shall be entitled immediately to suspend any delivery of services to the Shipper

## 18. CONFIDENTIALITY & EXEMPTION OF LIABILITY

- 18.1. Both parties shall keep all commercially sensitive information obtained by them in the context of the Agreement confidential and shall not divulge it without the written approval of the other party.
- 18.2. The Shipper agrees that the Carrier, to the extent permitted by law, will not be liable for any complaint, claim or action brought by any third party arising from any act or omission by the Carrier to the extent that such act or omission resulted from the Carrier complying with any instructions of the Shipper or acting on behalf of the Shipper in accordance with those instructions.



- 18.3. The Shipper shall indemnify, hold harmless and defend the Carrier from and against any such claims or actions brought against the Carrier.

## 19. GENERAL

- 19.1. No variation or addition to these Terms and Conditions shall be binding on the Carrier unless in writing and signed by the directors of the Carrier.
- 19.2. The Terms and Conditions shall in all respects be governed and construed in accordance with the laws of the Republic of South Africa;
- 19.3. Notwithstanding any waiver, indulgence or relaxation, express or implied, granted by the Carrier to the Shipper, the Terms and Conditions contained herein shall remain in force unless and until cancelled by the Carrier in writing, and any obligation of the Shipper thereunder shall in any case remain in full force and effect.
- 19.4. Failure by the Carrier to exercise any rights herein upon any occasion shall not waive the Carrier's right to exercise the same in the future.

## 20. FORCE MAJEURE

- 20.1. The Carrier will not be in any way responsible for losses, damages or delays caused by or arising from vis major (a natural disaster), casus fortuitus (an unavoidable accident) or acts of the State's enemies, riots, lockouts, cessation of labour, transport delays, shortened hours of labour, accidents of any kind, insurrection, war, whether declared or not, the imposition of any trade boycotts or sanctions of trade restrictions by any government, authority, company or organization or person or persons, whether within the Republic of South Africa or anywhere else, or any other cause or contingency whatsoever beyond the control of the Carrier, whether ejusdem generic (of what was clearly the real intention between the parties) with the causes aforementioned or not.