

**CONDITIONS UPON WHICH GOODS ARE CONVEYED BY  
VAN WETTEN'S BREAKDOWN SERVICE (PTY) LTD**

**Reg. No. 1999/026511/07**

**("the CONTRACTOR")**

1. It is incumbent upon the customer to effect its own insurance in respect of any loss of damaged vehicles or to the goods to which this agreement relates. Customers should give notice to their Insurance Office when goods are being removed and arrange with the Insurance Company to hold the goods covered whilst the goods are in transit. The CONTRACTOR will endeavour to effect such insurance on behalf of the customer provided it receives written instructions from the customer to do so and provided the premium is paid or agreed to be paid by the customer prior to the removal of goods.
2. Quotations are subject to amendment or withdrawal if not accepted in writing within ..... days of the date thereon and are further subject to:
  - (a) Work being carried out by the method and route to be decided by the CONTRACTOR, without interruption, hindrance or postponement.
  - (b) All part loads being conveyed and delivered at the CONTRACTOR'S convenience.
  - (c) Any increase in the scale of wages or salaries, licences, taxes, railway, air and/or shipping rates over which the CONTRACTOR has no control, come into force after the date of the Quotation being for the account of the Customer.
  - (d) Any postponement or cancellation by the customer entitling the CONTRACTOR to make a charge to cover the expenses and/or loss to the CONTRACTOR arising therefrom.
3. The customer shall ensure that adequate facilities are available at the departure and delivery points to the CONTRACTOR to enable it to carry out its obligation to the customer.
4. No agent or employee of the CONTRACTOR has any authority to alter, vary or qualify in any way these terms and conditions, nor enter into any contract on the CONTRACTOR'S behalf, nor sign any receipts of documents that have not previously been submitted to and approved of in writing by the CONTRACTOR.
5. If the CONTRACTOR is unable to carry out the work on the date or at the time stipulated, it will do so within a reasonable period thereafter. While the CONTRACTOR will take all reasonable steps to carry out the work on the date and at the time stipulated, the CONTRACTOR shall not be liable for any loss or expense caused by any circumstances beyond the CONTRACTOR'S control or for consequential loss from any cause whatsoever. Should the CONTRACTOR'S vehicle/s be forced to deviate from their normal route due to damaged roads, bridges, pontoons, ferries and/or from any cause beyond the CONTRACTOR'S control, such deviations shall entitle the CONTRACTOR to make an additional charge to cover the expense arising from the extra mileage and time involved.
6. The customer shall not submit for transportation any dangerous, damaging, corrosive or explosive article or substance. The CONTRACTOR shall be entitled to recover from the customer any loss or damage which it may suffer through the presence of any such article or substance amongst the customer's goods. If any such article or substance is discovered the CONTRACTOR may, at its discretion, remove, destroy or otherwise dispose of same and shall not be responsible or accountable to the customer for the value thereof.
7. All work of any kind is done, property is transported and/or handles entirely at the risk of the customer. The CONTRACTOR shall not be liable for any loss or damages whatsoever, (including consequential loss or damage due to delay in delivery or otherwise) which may be suffered by the customer in respect of goods transported by the CONTRACTOR on the customer's behalf arising out of any cause whatsoever.
8. In addition to and without restricting the operation of provisions of this agreement in any way, the CONTRACTOR, its servant and/or agents shall not in any circumstances be liable for damage to mechanical, electrical or other plant of any description, or for the renovation or replacement of any article which is inherently defective or in such a condition that it cannot be removed without the risk of damage.
9. The liability (if any) of the CONTRACTOR for damage to premises and/or their contents, private roads, drains, cover, walls, fences, bridges, culverts, is limited to R10-00 (TEN RAND) for any one transport load. Any claim in regard to damage aforementioned must be made in writing within three days of the alleged damage, failing which there shall be no claim against the CONTRACTOR.
10. Unless specifically agreed in writing the contrary, the customer shall deliver the goods onto the CONTRACTOR'S vehicle and the customer's consignee shall take delivery of the goods from the CONTRACTOR'S vehicle. The CONTRACTOR will not be responsible for any loss or damage arising from the loading or unloading of the vehicle or from the overloading or unsafe loading of the vehicle. Loading and unloading shall be performed by the customer or the customer's consignee or their respective agents.
11. The customer shall not be entitled to defer payment of any monies payable to the CONTRACTOR on the grounds that the customer alleges that he has a claim against the CONTRACTOR or that there is a dispute between them.
12. All transportation of goods is expressly subject to the granting to the CONTRACTOR of the necessary permit or sanction, where required by any competent authority. In the event of a refusal by the competent authority, the CONTRACTOR shall not be responsible to the customer or any other person whatsoever for any loss however sustained. All tenders and contracts are deemed to be subject to all existing Laws, ordinances, Bye-laws and Regulations.
13. Tender for abnormal indivisible loads are made subject to the following special conditions.
  - (a) permission is obtained from the Provincial Administration and the Local Authorities concerned. The customer shall give the CONTRACTOR sufficient notice to enable the CONTRACTOR to obtain the abnormal permit or exemption.
  - (b) The Road and Bridges authorities approve a suitable and direct route and do not subsequently vary such route.
  - (c) Access to loading and off-loading site shall be prepared prior to the arrival of the loads, to enable safe passage to loading and off-loading points.
14. These conditions shall apply to any further or additional work carried out by the CONTRACTOR for the customer.
15. The customer shall mean the owner of the goods and/or any servant and/or agent and/or contractor acting for the owner of the goods.
16. The CONTRACTOR shall mean VAN WETTEN'S BREAKDOWN SERVICE (PTY) LTD and/or any of its subsidiary and/or associated companies and/or any other person or body who is duly authorised to act for VAN WETTEN'S BREAKDOWN SERVICE (PTY) LTD.
17. The consignee shall mean the person to whom the goods are to be delivered and/or any servant and/or agent and/or contractor acting for the person to whom the goods are to be delivered.
18. The customer indemnifies the CONTRACTOR against all claims and demands made by any third party against the CONTRACTOR and against all liability incurred by the CONTRACTOR to any third party in respect of any loss, damage or injury caused, to any third party arising out of the transportation of goods.
19. The CONTRACTOR is hereby authorised to sub-contract in respect of any service to be performed by it hereunder as the customer's agent and without consulting the customer and is also authorised, in its discretion, to pay any charge payable to any such sub-contractor for such service and all such payments shall be repaid to the CONTRACTOR by the customer on demand. Tenders based on dimensions and weights furnished by the customer shall be subject to alteration in the event of actual dimensions and weights proving in excess of those stated. Where necessary the CONTRACTOR shall be entitled, in its sole and absolute discretion, to delay the collection of the load until abnormal permits have been obtained or amended accordingly.
20. Notwithstanding the provisions of clause 10, the CONTRACTOR shall be entitled to give assistance in loading or unloading the goods onto or from the vehicle where such assistance is customary and practicable, but assistance so given shall be without any liability on the CONTRACTOR'S part and shall be at the sole risk of the customer who shall indemnify the CONTRACTOR accordingly.
21. Goods left upon the CONTRACTOR'S vehicle at the request of the customer or the consignee are held at the customer's sole risk.

THIS DONE AND SIGNED BY ..... AT .....

ON THIS THE ..... DAY OF ..... 20 .....

1. \_\_\_\_\_  
APPLICANTS

2. \_\_\_\_\_  
NAMES AND DESIGNATIONS

PLEASE ATTACH: COPY OF CANCELLED CHEQUE AND LETTERHEAD

OFFICIAL STAMP

**FOR OFFICE USE**

Credit Controllers Comments: .....

Credit Required: ..... Credit Recommended: .....

Signed: ..... Date: .....

Credit Managers Comments: .....

Credit Approved:.....

Signed: ..... Date: .....