

TERMS AND CONDITIONS OF CREDIT APPLICATION AND FACILITY

1. I/We the undersigned hereby warrant and agree that the information in this credit application form and in any attachment hereto is true, correct and up to date and undertake to immediately notify the Supplier of any changes to such information in the future.
2. I/We the undersigned hereby declare that I/We are duly authorised to sign this application form on behalf of the Applicant as so mentioned in this application for credit facilities.
3. I/We the undersigned hereby agree and consent to the supplier being entitled to:
 - a. Make any reasonable enquiries to any third party to verify and research any details provided by the Applicant on this application form, or any other details in relation thereto.
 - b. Access the files of any Credit Bureau or its agents or its client to ascertain the Applicant's and its director's and/or member's and /or principal's total available credit profiles when assessing this application and at any time during the currency of the Applicant's account with the Supplier
 - c. Disclose the existence and the conduct of the Applicant's account with the Supplier, whether still current or not, to any Credit Bureau or other credit grantor for publication.
4. The Applicant hereby chooses as its domicilium citandi et executandi for all purposes in connection with or arising out of its Agreement with the Supplier, the physical address as stated on page 2 of this form Marked "APPLICATION FOR CREDIT FACILITIES"
5. Should it become necessary for the Supplier to institute legal proceedings against the Application for any reason whatsoever, the Applicant agrees to the jurisdiction of any Magistrate's Court of the Supplier's choice, regardless of the geographical location of the Supplier or the Applicant or place of business and or deliveries done and regardless of the value of the matter. This agreement shall serve as the required written consent confirming the jurisdiction of such court.
6. In the event of the Applicant breaching any of its obligations and/or failing to make timeous payment of any amount due to the Supplier, the Applicant agrees to pay, and shall be liable to pay, all legal-, collection- and tracing costs incurred by the Supplier on an attorney, or collection agent or tracing agent/and own client scale, as well as interest as specified in the "STANDARD TERMS AND CONDITIONS" of the Supplier attached hereto, and which the Applicant has read and understood and agreed to.
7. I/We undertake to pay any amount rendered with a period of 30(Thirty) days reckoned from date of statement on which the credit was granted, without any deductions whatsoever.
8. Should I/We fail to pay the amount due within a period of 30 (Thirty) days from date of statement, I/We agree to pay interest on the overdue amount at a rate of 5% (Five Percent) per month from the date after the payment was due.
9. Tragar Logistics shall be at liberty to revise all quotations, rates, tariffs, or surcharges with or without noticing cases where Tragar Logistics costs are affected by any of its suppliers and may do so without notice to the Customer. Charges are calculated based on either actual or volumetric mass, and for purposes of rating, the grater of the 2 calculations is deemed to be the chargeable mass for the purposes of measuring the volume, mass and/or dimensions of any package. The measurements as calculated by the dimension's machinery and /or company representative will be regarded as conclusive proof of the volume, mass and/or dimensions of the package so measured.
10. Quoted prices exclude insurance, and an insurance quotation will only be provided upon request by the Applicant

LIABILITY FOR LOSS OF DAMAGE:

11. The Company shall not be liable for any loss or damage to goods. Where the customer lodges a claim and Tragar chooses to accept limited liability as specified herein, then and in such a case, no such claim shall be considered unless the Applicant and/or Sender lodges a claim in writing within 48 hours after delivery of the goods to the Recipient (see Insurance and Assumption of Liability below). We reiterate claims received after this time period will not be considered. Further to the above.
 - a. The Company's liability shall not exceed R500 (Five Hundred Rand) per consignment of goods.
 - b. Tragar Logistics shall not be liable for indirect or consequential loss or damage to any consignment of goods:
 - c. Tragar Logistics shall not be liable whatsoever for any loss or damages howsoever arising in respect of late or non-delivery of any goods.

INSURANCE AND ASSUMPTION OF LIABILITY

- 10.1 Tragar Logistics does not provide insurance to the customer. However, subject to the terms and conditions herein and only in particular stated instances, Tragar Logistics will assume liability for the loss suffered by the Customer in respect of the items specified in the waybill subject to an additional charge being levied in respect thereof and provided further that the Customer has indicated specifically that such assumption of liability is required.
- 10.2 In the event that the Customer has indicated on the waybill that assumption of liability is required, an additional fee shall be charged for assumption of liability which shall be payable by the Sender/ Customer to Tragar Logistics as follows:
- a) In the event that the Customer has indicated on the waybill that assumption of liability by Tragar Logistics is required but no value is declared on the waybill or otherwise, a fee in of the amount of R50.00 shall be charged for the assumption of liability by Tragar Logistics to the value of an amount not exceeding R2500.00 (Two Thousand Five Hundred Rand)
 - b) If the customer has indicated on the waybill that the assumption of liability by Tragar Logistics is required, and the declared value exceeds R2500.00 (Two Thousand Five Hundred Rand), the fee charged for assumption of Liability by Tragar Logistics shall be 1% of the declared value.

IMPORTANT EXCLUSIONS

- 11.1 Tragar Logistics is not responsible for the packaging of the customer's parcel/s and shall not, under any circumstances be liable for any loss or damage to a parcel/s which was not adequately and appropriately packaged to withstand the ordinary rigors and risk of courier transit and road transportation.
- 11.2 Tragar Logistics is not responsible for ordinary loss in weight or volume or ordinary wear and tear of the consignment of goods.
- 11.3 Tragar Logistics is not responsible for loss, damage or expense caused by delay, even though the delay caused by a risk insured against.
- 11.4 Claims shall only be considered if the waybill has been endorsed, i.e., confirming the damage/ loss on delivery or endorsed to read "not unpacked and checked"
- 11.5 The customer and/or sender shall advise Tragar Logistics in writing, strictly within 48 hours, of the damaged/ lost or stolen goods being delivered/ or expected to receive, at controltower@tragar.co.za with subject heading as Claim. No claims will be entertained into received within the 48-hour notice period.
- 11.6 Tragar Logistics assumption of liability for the declared value of any one parcel, shall not exceed R30 000.00 (Thirty thousand Rand). If the declared value exceeds R30 000.00 special arrangements must be made with Tragar Logistics. The declared value must be substantiated, by a purchase invoice or an up-to-date valuation certificate from a professional valuator.
- 11.7 All charges, including the fees charged, owing to Tragar Logistics in respect of the assumption of liability will be payable to Tragar as per the conditions of payment laid out in these conditions of carriage.
- 11.8` In the event of the customer wanting to lodge a claim:
- a. The damaged goods must be returned to Tragar Logistics together with the original invoice reflecting the purchase price (proof of value) of the item. These are required for assessment and/or salvage prior to consideration of a claim. Should the damaged goods and proof of value of item/s not be received by Tragar Logistics, Tragar Logistics shall not be obligated to honour its limited assumption of liability.
 - b. The customer shall be responsible for the first amount or excess amount as follows:
 - In the event of a hi-jack or theft a minimum of 15% of the declared value will be charged.
 - In the event of loss due to non-hi-jack or no theft a minimum of 10% (Ten Percent) of the declared value will be charged
 - The excess will automatically be deducted prior to settlement

FULL NAME: _____ SIGNATURE: _____

CAPACITY: _____ WITNESS _____