



1. DEFINITIONS

- 1.1 "Company" means OCEAN AFRICA CONTAINER LINES (PTY) LTD ("Ocean Africa Container Lines");
- 1.2 "Customer" means any person at whose request or on whose behalf the Company undertakes any business or provides any advice, information or services;
- 1.3 "Goods" mean any goods handled, transported or dealt with by or on behalf of or at the instance of the Company or which come under the control of the Company, its servants or agents, on the instructions of the Customer, and includes any container, transportable tank, pallet, package or other covering not supplied by or on behalf of the Company.

2. DOMICILIUM AND NOTICES

Any communication addressed by the Company to the Customer's chosen domicilium and sent by ordinary post shall be deemed to have been received and effectively communicated to the Customer three days following the date of posting thereof, provided that:

- 2.1 nothing aforesaid shall preclude or inhibit communication between the parties otherwise than by means of post;
- 2.2 a telefax or e-mail message shall be deemed to be received and effectively communicated to the Customer on the first business day after the date of transmission thereof.

3. STATEMENT OF ACCOUNT

- 3.1 The contents of any statement of account rendered by the Company to the Customer shall be deemed to be true and correct, unless disputed in writing, and received by the Company within thirty days after the date of submission of the statement to the Customer's domicilium.
- 3.2 Payments shall be made by the Customer, free of exchange and bank charges without deduction or set off, to the Company at the Company's address or nominated bank account.

4. CONDITIONS OF PAYMENT

- 4.1 The Company reserves the right, at any time, to discontinue any account and summarily to cancel any credit facilities granted. In the event of these rights being exercised all amounts owing shall immediately become due and payable on demand.
- 4.2 In the event of the Company referring any dispute between it and the Customer or any amount due for collection from the Customer to it, to its Attorneys, the Customer shall be liable to and hereby indemnifies the Company against all costs, charges and expenses incurred as between Attorney and own client and such indemnity shall extend to and include collection commission as may be lawfully charged to the Company by its Attorneys.

5. INTEREST

Overdue amounts owing by the Customer to the Company shall bear compounded monthly interest at the rate equivalent to 4% per annum above the prime overdraft rate charged by the Company's bankers from time to time as from the due date until the date of payment.

6. APPLICABLE LEGISLATION

If any of the terms of these standard terms and conditions is repugnant to or in conflict with the law, then and in such event the conflicting terms embodied herein shall be deemed to be amended and / or altered to conform therewith, and such amendment and / or alteration shall not in any way affect the remaining provisions of these standard terms and conditions.

7. TERMS OF CONTRACT

These terms and conditions shall apply to all business undertaken by the Company, including any advice, information or service provided, whether gratuitously or not by the Company, and shall be deemed to be incorporated in any agreement concluded between the Company and the Customer. In the event that any part of the carriage is by sea, the terms and conditions of the Ocean Africa Container Lines (Pty) Ltd Combined Transport or Port to Port Shipment Bill of Lading, a copy of which is available on request, shall apply, whether or not such a bill is issued, unless the actual carrier issues a bill of lading reflecting the Customer as shipper in which case the terms of that bill of lading will apply. In the event of a conflict between these terms and conditions and those embodied in the applicable bill of lading, the terms and conditions of the bill of lading shall apply to the extent of such conflict.

In respect of coastal carriage, the Customer waives its right to demand the issue of a bill of lading and the following shall apply:

- 7.1 The Company shall have the right to issue other documents containing details of the shipper, consignee, Goods, and mode(s) of carriage of the Goods, according to the information provided by the Customer.
- 7.2 All references in the Ocean Africa Container Lines (Pty) Ltd Combined Transport or Port to Port Shipment Bill of Lading to "this bill of lading" and to "on the face hereof" shall, if such other documents have been issued, be read and construed as referring to such documents, save where the context clearly indicates to the contrary.
- 7.3 The document signed by any duly authorised employee or agent of the Company evidencing receipt of the Goods for transportation shall constitute proof of receipt in apparent good order and condition by the Company.
- 7.4 The Company shall deliver the Goods by placing them at the disposal of the consignee named by the Customer at the place agreed with the Customer. The Customer shall procure that the consignee takes over the Goods at that place. If the consignee fails to do so, the Customer shall be liable for any costs or expenses incurred by the Company arising from such failure, and shall bear the risk in the Goods from the time of delivery by the Company. The Company shall be under no liability if it allows a person other than the named consignee to take over the Goods if it can prove that it has exercised reasonable care to ascertain that the party claiming to be the consignee is in fact that party.

8. COMPANY'S DISCRETION IN THE ABSENCE OF INSTRUCTIONS

In the absence of specific instructions given timeously in writing by the Customer to the Company:

- 8.1 It shall be in the reasonable discretion of the Company to decide at what time to perform or to procure the performance of any or all of the acts which may be necessary or requisite for the discharge of its obligations to the Customer.
- 8.2 The Company shall have an absolute discretion to determine the means, route and procedure to be followed by it in performing all or any of the acts or services it has agreed to perform.

9. INSURANCE

The Company shall endeavour to effect any insurance that the Customer timeously and in writing instructs it to effect. Such insurance shall be subject to such exceptions and conditions as may be imposed by the insurance company or underwriter taking the risk and the Company shall not be obliged to obtain separate cover for any risks so excluded. Unless otherwise agreed in writing the Company shall not be under any obligation to obtain separate insurance in respect of separate consignments but may insure all or any of such consignments under any open or general policy held by the Company from time to time.

10. CUSTOMER'S UNDERTAKING, AUTHORITY AND INDEMNITY

The Customer warrants that:

- 10.1 It is either the owner or the authorised agent of the owner of any Goods in respect of which the Customer instructs the Company and that each such person is bound by these standard terms and conditions.
- 10.2 In authorising the Customer to enter into any contract with the Company and/or in accepting any document issued by the Company in connection with such contract, the owner, shipper or consignee is bound by these standard terms and conditions for itself and its agents and for any parties on whose behalf it or its agents may act, and in particular, but without prejudice to the generality of the foregoing, it accepts that the Company shall have the right to enforce against them jointly and severally any liability of the Customer under these standard terms and conditions or to recover from them any sums to be paid by the Customer which upon proper demand have not been paid.
- 10.3 No claim shall be made against the Company in connection with the Goods or dealings with them by any third party, and indemnifies the Company for any loss suffered by the latter in respect of any such claim.

11. RECOVERY OF DEBTS DUE TO THE COMPANY

The Company shall be entitled to recover any amounts due to it by the Customer in respect of instructions relating to or in terms of any contract in respect of particular Goods received, from the Customer, or if the Customer acts as agent for a disclosed or undisclosed principal, from the Customer and/or the principal as the Company in its absolute discretion deems fit.

12. COMPANY ENTITLED TO ACT AS AGENT OR PRINCIPAL IN CONTRACTING

Unless otherwise agreed in writing, the Company in procuring the carriage, storage, packaging or handling of Goods on behalf of the Customer with third parties, shall be entitled to act either as an agent for and on behalf of the Customer or as a principal, as it in its absolute discretion deems fit.

13. SUB-CONTRACTING

13.1 Any business entrusted by the Customer to the Company may, in the absolute discretion of the Company be fulfilled by the Company itself, by its own servants performing part or all of the relevant services, or by the Company employing or entrusting the Goods or services to third parties on such conditions as may be stipulated by, or negotiated with, such third parties for the purpose of such services, or such part thereof as they may be employed to carry out.

13.2 Where the Company acts as the Customer's agent in employing third parties to perform all or any of the functions which it has agreed to perform, the Company shall have no responsibility or liability to the Customer for any acts or omissions of such third party, even though the Company may be responsible for the payment of such third party's charges.

14. WAREHOUSING

Pending forwarding, delivery and / or carriage by or on behalf of the Company, Goods may be warehoused or otherwise held at any place as determined by the Company in its absolute discretion, at the Customer's expense and risk.

15. COLLECTING OF EXPENSES AND C.O.D.

When Goods are accepted or dealt with by the Company upon instructions to collect freight, duties, charges or other expenses from the consignee or any other person, the Customer shall remain responsible therefor if they are not paid by such consignee or any other person immediately when due.

16. DUTIES, TAXES, IMPOSTS, LEVIES AND DEPOSITS

The Company shall bear no liability in consequence of the fact that there may be a change in the rate of duty, wharfage, freight, railage or cartage or any other tariff, before or after the performance by the Company of any act involving a less favourable rate or tariff or by virtue of the fact that a saving might have been effected in some other way had any act been performed at a different time.

17. PAYMENTS BY CUSTOMER AND NON SET-OFF

Unless otherwise specifically agreed by the Company in writing the Customer shall pay to the Company in cash immediately upon presentation of account without deduction or set-off and payments shall not be withheld or deferred on account of any claim or counterclaim which the Customer may allege.

18. QUOTATIONS

18.1 The Company shall be entitled at any time by notice to the Customer to cancel or resile from any quotation or agreement in circumstances where it becomes impractical or uneconomical for the Company to carry out the contract at the quoted rate and the Customer shall have no claim whatsoever against the Company for any loss that the Customer might incur as a result of the Company cancelling or resiling from the quotation or agreement.

18.2 Without in any way limiting the provisions of clause 18.1 all quotations and agreements are subject to revision without notice having regard to changes in currency exchange rates and upward movements in amounts payable by or on behalf of or at the instance of the Company to third parties including without limitation, freight surcharges, bunker costs, insurance premiums, equipment rental and labour which charges and upward movements take place after quotation. A revision of rates as aforesaid shall be commensurate with the change in the currency exchange rate or the increase in such amounts payable. Any such increase shall, failing agreement between the parties, be determined by the then auditors of the Company or any other auditors nominated by the Company, who in such determination shall act as experts and not as arbitrators and whose decision shall be final and binding on the parties.

19. VARIATION OF THESE TERMS AND CONDITIONS

No variation or alteration of these standard terms and conditions shall be binding on the Company unless embodied in a written document signed by a duly authorised director of the Company. Any purported variation or alteration of these standard terms and conditions otherwise than as set out above shall be of no force or effect, whether such purported variation or alteration is written or oral, or takes place before or after the receipt of these terms and conditions by the Customer.

20. NON WAIVER

No extension of time or waiver or relaxation of any of the standard terms and conditions shall operate as an estoppel against any party in respect of its rights under these standard terms and conditions, nor shall it operate so as to preclude such party thereafter from exercising its rights strictly in accordance with these standard terms and conditions.

21. GOVERNING LAW

These standard terms and conditions and all agreements entered into between the Company and the Customer shall be governed by and construed in accordance with the laws of the Republic of South Africa.

22. JURISDICTION

Both parties irrevocably consent to the jurisdiction of the High Court of South Africa, Durban and Coast Local Division.

23. LIEN

All Goods and documents relating to Goods including bills of lading and import permits, as well as all refunds, repayments, claims and other recoveries shall be subject to a special and general lien and pledge either for monies due in respect of such Goods or for other monies due to the Company from the Customer, shipper, owner, consignee, importer or the holder of the bill of lading or their agents, if any, irrespective of whether such monies relate to previous, current or future shipments or debts. If any monies due to the Company are not paid within 14 days after notice has been given to the person from whom the monies are due that such Goods or documents are being detained, they may be sold by auction or otherwise or in some other way be disposed of for value at the sole discretion of the Company and at the expense of such person, and the net proceeds applied in or towards satisfaction of such indebtedness.

24. CONSEQUENTIAL LOSS

Notwithstanding anything to the contrary contained in these standard terms and conditions, the Company shall not be liable for any direct or indirect consequential loss arising from any act or omission or statement by the Company, its agents, servants or nominees, whether negligent or otherwise.

25. LIMITS OF LIABILITY

- 25.1 Where the Goods are lost or damaged on land, the Company's liability for such loss or damage shall be limited to an amount of R40,00 per kilogram or an amount equivalent to the remuneration payable to the actual carrier or warehouseman for the conveyance or storage of the Goods as the case may be, whichever is the lesser.
- 25.2 The loss to the Customer shall be ascertained by reference to the cost price to the Customer. The Company shall have the option of replacing or repairing any article lost or damaged for which it might be liable.
- 25.3 The Company shall not be bound by any receipt given in good faith to a Customer relating to the number of packages or the condition of the Goods if it should subsequently be shown that such number or condition was wrongly described on receipt.
- 25.4 The Company does not accept any responsibility for demurrage charges howsoever incurred on cranes, railway wagons or trucks of any description, ships, aircraft or Customer's vehicles or any vehicle not under the control of the Company.
- 25.5 The Company shall be deemed not to have taken delivery of the Goods or any part thereof until the entire consignment has been loaded on to, or received at, the Company's duly appointed vehicle or warehouse as the case may be, from which time risk in the Goods shall pass to the Company.

26. WARRANTIES AND REPRESENTATIONS BY THE COMPANY

The Company makes no warranties and representations to the Customer save as may be specifically provided herein or as notified in writing by the Company to the Customer from time to time.

27. PERISHABLE GOODS

Perishable Goods in the care, custody or control of the Company which have begun or are likely to deteriorate which are insufficiently addressed or marked or otherwise not readily identifiable, may be sold or otherwise disposed of without notice to the Customer or other third party. The Company may deduct the net proceeds of any sale as a contribution towards any amount outstanding.

28. DANGEROUS CARGO / ABNORMAL LOADS

28.1 The Customer warrants that unless otherwise specified, the Goods are not dangerous or abnormal cargo and hereby indemnifies the Company against any loss, damage or injury to any person or property howsoever caused arising out of the carriage of any of the aforementioned Goods if misdeclared.

28.2 In instances where such Goods are declared as dangerous or abnormal cargo, the Customer warrants that it shall prior to the tender of such cargo have in its possession the appropriate documentation from the appropriate authorities in the relevant country/ies to ensure the safe and expeditious loading, conveyance, discharge and storage thereof. Should the said documentation not be available then the Customer shall be liable for any direct or indirect costs or losses incurred by the Company as a result thereof.

28.3 The Company shall have the right to reject, land, destroy, or render innocuous, dangerous Goods at any stage should it consider that such Goods have become a threat to any property or any person, in which event the Company shall not be liable to compensate the Customer or owner of the Goods, and the Customer shall be liable for all expenses and damages directly or indirectly arising which relate to the Goods.

29. SEVERABILITY

If any provision of these terms and conditions is unenforceable, the Company shall be entitled to elect at any time that such provision be severed from the remaining provisions of these terms and conditions which shall not be affected and shall remain of full force and effect.