

## STANDARD TERMS AND CONDITIONS OF CREDIT AGREEMENT

I, the Customer, hereby agree to the following credit terms and conditions in connection with my application for credit terms from Dynamic Truck Rental SA (hereinafter referred to as the "Supplier"). I, the Customer, agree as follows:

### **1 WHOLE AGREEMENT AND ACCEPTANCE**

- 1.1 The Customer agrees that these terms and conditions:
  - 1.1.1 represent the entire agreement between the Customer and Supplier and that no alterations or additions to them may be effected unless agreed to by both parties, reduced to writing and signed by the Customer and a duly authorised representative of Supplier;
  - 1.1.2 will, in the absence of any other agreement, govern all future contractual relationships between the parties;
  - 1.1.3 are applicable to all existing debts between the parties;
  - 1.1.4 are final and binding and are not subject to any suspensive or dissolutive conditions;
  - 1.1.5 expressly exclude any conflicting terms and conditions stipulated by the Customer;
  - 1.1.6 supersede all previous terms and conditions of sale without prejudice to any securities or guarantees held by the Supplier; and
  - 1.1.7 apply to all servants and subcontractors of the Supplier.
- 1.2 Should the Customer be granted an account at Supplier such account is personal to the Customer and is for the sole and exclusive use of the Customer to whom it was granted and the Customer may under no circumstances allow any third party to accept service from Supplier using such account facility.
- 1.3 These terms and conditions become final and binding on receipt of the acceptance by Supplier at its business address.

### **2 REPRESENTATIONS, SUITABILITY, MODIFICATIONS AND ALTERNATIVES**

- 2.1 The Customer acknowledges that it does not rely on any representations made by the Supplier in regard to the services or any of its qualities leading up to this agreement other than those contained in this agreement. All specifications, price lists, performance figures, advertisements, brochures and other technical data furnished by Supplier in respect of services verbally or in writing will not form part of the agreement in any way unless agreed to in writing by Supplier.
- 2.2 The Customer agrees that neither Supplier nor any of its employees will be held liable for any innocent misrepresentations made to the Customer.
- 2.3 The Customer agrees to pay all costs resulting from any acts or omissions of the Customer including suspension of work, modification of requirements, failure or delay in giving particular authority to enable work to proceed on schedule or requirements that work be completed earlier than agreed.
- 2.4 The Customer is responsible for payment. Supplier will not re-invoice to third parties.
- 2.5 The Customer authorises Supplier to adjust the Credit Limit as may be necessary from time to time, without any prior notice to the Applicant.

### **3 QUOTATIONS**

- 3.1 All quotations will remain valid for a period of 7 days only from the date of the quotation.
- 3.2 After 7 days, the prices quoted are subject to any increases in the cost price, including current fluctuations, of Supplier before acceptance of the order.

### **4 DELIVERY, RISK, REPAIR, CREDIT RETURN POLICY**

- 4.1 The Customer hereby confirms that the services on the invoice issued duly represent services ordered by the Customer at the prices agreed to by the Customer and, that the services were inspected and that the Customer is satisfied that these conform in all respects to the quality of work and are free from any defects.
- 4.2 Notwithstanding the provisions of section 4.1 above, all orders or variations to orders, whether verbal or in writing, shall be binding and subject to these standard terms and conditions of sale and may not be cancelled.
- 4.3 Any delivery notes or waybill (copy or original) signed by the Customer, or a third party engaged to sign and deliver the report, shall be conclusive proof that delivery was made to the Customer. Electronic submission of report to the Customer is also conclusive proof of delivery by Supplier.
- 4.4 The risk of damage to, destruction or theft of goods shall pass to the Customer on acceptance of any order placed in terms of this agreement.
- 4.5 Performance times given are merely estimates and are not binding on the Supplier.

### **5 GUARANTEES, LIABILITY AND SAFETY**

- 5.1 No claim under this agreement shall arise unless the Customer has, within 3 (three) days of the alleged breach or defect occurring, given Supplier 30 (thirty) days' written notice by use of courier service to rectify any defect or breach of agreement;
- 5.2 To be valid claims must be supported by a delivery note or tax invoice.

- 5.3 Please note that the Customer will be held liable for any loss and / or damage **how-so-ever caused** to the goods conveyed and the Supplier reserves the right to deduct any claim amount, following a loss from any monies owed.
- 5.4 Any technical advice supplied to the Customer shall be prepared in good faith, in the context of the laws in force at that time, and on the basis of the information disclosed by the Customer to the Supplier.
- 5.5 Supplier accepts no responsibility for changes in law or any loss or damage incurred by the Customer arising out of a failure by the Customer to disclose all relevant facts and circumstances necessary for the preparation of the technical advice.
- 5.6 By accepting and agreeing to transport the load given to you by the Supplier you also agree to cede all rights in and to any insurance claim in respect of the goods carried on our behalf, to and in favour of the Supplier, and hereby given authority that any such claim payment must be processed by your insurance company directly in favour of the Supplier.

## **6 PAYMENT**

- 6.1 The Customer agrees that the amount contained in an invoice or tax invoice issued by Supplier shall be due unconditionally within the granted credit period as specified on the *Application for Credit* from the date of an invoice or tax invoice being issued by Supplier.
- 6.2 The Customer agrees to pay the amount on the tax invoice by electronic transfer.
- 6.3 The Customer 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 Customer and any such extension will not be applicable or enforceable unless agreed to by Supplier, reduced in writing and signed by the Customer and a duly authorised representative of Supplier.
- 6.4 The Customer is not entitled to set off any amount due to the Customer by Supplier against this debt.

## **7 EVIDENCE AND INTEREST**

- 7.1 The Customer agrees that the amount due and payable to Supplier may be determined and proven by a certificate issued and signed by any Director of Supplier. Such certificate shall be binding and shall be *prima facie* proof of the indebtedness of the Customer.
- 7.2 The Customer agrees that in the case of late payment, interest shall be payable to Supplier on the overdue monies which shall be calculated at the prime overdraft rate of Supplier bank plus five percent from the date of invoice.

## **8 REMEDIES**

- 8.1 The Customer agrees that if an account is not settled in full within the period agreed in clause 6.1 above, the Supplier is:
- 8.1.1 entitled to institute action immediately against the Customer at the sole expense of the Customer;
- 8.1.2 These remedies are without prejudice to any other right Supplier may be entitled to in terms of this agreement or in law. Supplier reserves its right to stop service immediately on cancellation or on non-payment.
- 8.2 A **credit approved customer** will forthwith lose this approval when payment is not made according to the conditions of 6.1
- 8.3 In the event of cancellation Supplier is entitled to recover any loss sustained thereby from the Customer.

## **9 LEGAL EXPENSES, INDULGENCE AND JURISDICTION**

- 9.1 The Customer shall be liable to Supplier for all legal expenses on the attorney-and-own client scale of an attorney and counsel incurred by Supplier in event of:
- 9.1.1 any default by the Customer;
- 9.1.2 any litigation in regard to the validity and enforceability of this agreement. The Customer shall also be liable for any tracing, collection or valuation fees incurred as well as for any costs, including stamp duties, for any form of security that Supplier may demand.
- 9.2 The Customer agrees that no indulgence whatsoever by Supplier will affect the terms of this agreement or any of the rights of Supplier and such indulgence shall not constitute a waiver by Supplier in respect of any of its rights herein. Under no circumstances will Supplier be stopped from exercising any of its rights in terms of this agreement.
- 9.3 The Customer hereby consents, in terms of Section 45 of Magistrate's Court Act 32 of 1944, to the jurisdiction of the Magistrates Court, notwithstanding the possibility that the outstanding amount of a claim may otherwise exceed its jurisdiction. This clause shall be deemed to constitute the required written consent jurisdiction upon the said court pursuant to Section 45 of Act 32 of 1944, provided, however, that Supplier shall have the right at its sole option and discretion to institute proceedings in any other competent court in respect of any claim which, but for the foregoing, would exceed the jurisdiction of the Magistrate's Court.
- 9.4 This agreement and its interpretation is subject to South African Law.

## **10 GENERAL**

- 10.1 Any notice shall be deemed duly accepted by the Customer:
- 10.1.1 within 24 hours of being faxed to any of the Customer's (including director's, member's, partner's or owner's) fax numbers; or
- 10.1.2 within 24 hours of being sent by electronic mail to any of the Customer's (including director's, member's, partner's or owner's) electronic mail address; or
- 10.1.3 on being delivered by hand to the Customer or any director, member, partner or owner of the Customer; or
- 10.1.4 within 48 hours if sent by overnight courier.
- 10.2 The Customer undertakes to inform Supplier in writing within 7 (seven) days of any change of director, member, shareholder, owner or partner address or 14 (fourteen) days prior to disposal of the Customer's business and failure to do so will constitute a material breach of this agreement.
- 10.3 The Customer hereby consents to the storage and use by Supplier of the personal information that it has provided for establishing its credit rating and to disclosing such information to credit control companies, banks and other institutions involved in rating credit. The Customer agrees that Supplier will not be held liable for the bona fide disclosure of any of its information to such a third party and that no further specific consent need be obtained for the transfer of such information to a specific third party.
- 10.4 Supplier reserves the right to renew its pricing structure in accordance with market, economic and other relevant circumstances. Such pricing will be agreed to in separate commercial agreements and/or official load confirmations.
- 10.5 The invalidity of any part of this agreement shall not affect the validity of any other part.
- 10.6 Any order or supply is subject to cancellation by Supplier due to force majeure including but not limited to inability to secure labour, power, materials or supplies, or by reason of an act of God, war, civil disturbance, riot, state of emergency, strike, lockout, or other labour disputes, fire, flood, drought or legislation.
- 10.7 Any order or supply is subject to cancellation if the Customer breaches any term of this agreement or makes any attempt of compromise, liquidation, sequestration, termination or judgement is recorded against the Customer or any of its principals.
- 10.8 The Customer agrees that Supplier will immediately and irrevocably be released from any contractual damages and penalty obligations should any event in clause 10.7 or 10.8 occur.
- 10.9 Unless the context clearly indicates a contrary intention, any expression which denotes:
- 10.9.1 any gender includes other genders;
- 10.9.2 a natural body includes a body corporate and vice versa;
- 10.9.3 the singular includes the plural and vice versa;
- 10.9.4 headings are for convenience only and are not to be taken into account for the purpose of interpretation.
- 10.10 Any know-how, information or documents supplied at any time by Supplier to the Customer shall be treated as confidential and shall not be disclosed by the Customer to any third party.