

CAMICO (PTY) LTD
Company Registration No.: 2015/033920/07
Standard Terms and Conditions of Business

1. INTERPRETATION

- 1.1 The headings to the clauses contained in this agreement are included for reference purposes only and shall not aid in the interpretation of the clauses to which the headings relate;
- 1.2 Unless the context clearly indicates to the contrary, words importing any one gender include the other gender, the singular includes the plural and vice versa, and natural persons include created and juristic entities (whether corporate or unincorporated) and vice versa.
- 1.3 The following words and terms shall have the meaning assigned to them hereunder:
- 1.3.1 **"CAMICO"** means CAMICO (Proprietary) Limited (registration number: CK:2015/033920/07), a company registered in accordance with the laws of South Africa;
- 1.3.2 **"Container"** shall mean any box, canister, case, crate, container, flexi tank, package, trailer, transportable tank, flat skid or pallet or any other article of transport used to consolidate Goods as well as any equipment of or connected thereto;
- 1.3.3 **"Customer"** shall mean any person on whose verbal or written request CAMICO provides any advice, information or service and shall be deemed to include the owner, shipper, consignee and/or consignee of the Goods;
- 1.3.4 **"Day"** shall mean a 24-hour period from midnight to midnight South African time (GMT +2);
- 1.3.5 **"Dangerous Goods"** shall mean Goods by reason of their nature, quantity or mode of storage, which may, either singularly or collectively, in CAMICO's sole opinion, endanger the lives or the health of persons or any property including, but not limited to, containers, ships, rolling stock, vehicles, buildings and lifting equipment's and includes all Goods defined as dangerous in any relevant International Maritime Organisation (IMO) regulations including the International Maritime Dangerous Goods (IMDG) code or any statute instrument or order in the regulations made by any government or other public authority or by any local law relating to the handling, storage or carriage of the Goods;
- 1.3.6 **"Goods"** shall mean any Goods in respect of which Camico is instructed to render the Services to Customers;
- 1.3.7 **"Order Confirmation"** means the Customer's Order Confirmation;
- 1.3.8 **"Parties"** means collectively, the Customer and CAMICO;
- 1.3.9 **"Services"** shall mean any and all activities and/or services rendered and/or provided by CAMICO to the Customer or any third party designated by the Customer (and in respect of which the Customer shall be obligated to pay Camico), including but not limited to receiving, handling, cleaning, repairing, packing, unpacking, transportation, storage and/or delivery of any Goods;
- 1.3.10 **"Terms and Conditions"** shall mean these Terms and Conditions of trade;
- 1.3.11 **"Tariff"** shall mean the tariff as indicated in the order confirmation issued by CAMICO to the Customer;
- 1.3.12 **"Vehicle"** shall mean any vehicle, including but not limited to any forklift, lorry, stacker, van, truck, trailer or car in respect of or by which CAMICO performs or which Vehicle is requested by or on behalf of CAMICO to render Services or enters any warehouse retained for that purpose by CAMICO and in connection with such Services;
- 1.3.13 **"Warehouse"** means any warehouse operated by or providing warehousing services to CAMICO and includes the premises on which the warehouse building is situated.

2. APPLICATION OF TERMS AND CONDITIONS

- 2.1 These Terms and Conditions shall apply to any Service rendered by and/or on behalf of CAMICO to any Customer and/or third party for or on whose behalf CAMICO performs or renders the Services in respect of Goods, as well as in relation to any further services that may be provided by CAMICO to a Customer or third party;
- 2.2 The Customer warrants that it is the owner of the Goods and/or possess the necessary authority to appoint Camico to provide the Services in relation to the Goods and that it is authorised to accept these Terms and Conditions;
- 2.3 These Terms and Conditions (which are subject to amendment by Camico in terms of clause 3.1 below) shall prevail over any other terms and conditions which may be alleged to be applicable to the relationship between the Parties.

3. AMENDMENTS TO THESE CONDITIONS

- 3.1 CAMICO shall anytime be entitled to at its own discretion, amend or supplement these Terms and Conditions.
- 3.2 No variation of these Terms and Conditions by the Customer shall be of any legal force or effect unless signed by a duly authorised director of CAMICO.

4. SERVICES

CAMICO provides all Services subject to these Terms and Conditions.

5. QUOTATIONS AND ADDITIONAL COSTS

- 5.1 Any quotation provided by CAMICO to the Customer shall be valid for a period of 7 days only from the date appearing on the quotation. CAMICO reserves the right to amend the terms of the quotation at any point prior to the conclusion of an agreement with the Customer.
- 5.2 The quotation does not constitute an offer by CAMICO to the Customer, but rather the Customer's acceptance of the quotation shall be deemed to be an offer by the Customer to CAMICO in relation to the Services, which offer CAMICO shall be entitled to accept or reject.
- 5.3 All quotations will be based on quantities, dimensions and weights furnished by the Customer and shall be subject to alteration if the actual quantities, dimensions, or weights are different to those provided by the Customer.

5.4 Unless specified to the contrary in writing, quotations exclude customs duties, taxes, final clearing charges, towing charges and fines.

5.5 In the event that CAMICO incurs any additional –

- 5.5.1 costs, including, but not limited to the purchase and/or hire of equipment, materials and/or the procurement of licenses or permits;
- 5.5.2 penalties, fines and/or charges of any nature;

in the execution of the Services on behalf of the Customer and/or on the instruction of the Customer, the Customer agrees and accepts that it is liable to CAMICO for any such costs, penalties and/or charges, which costs, penalties and/or charges shall be in addition to the amount quoted and agreed between the parties. CAMICO will be entitled to recover all such additionally incurred costs, penalties and charges from the Customer.

5.6 The Goods may be carried via any viable route, the viability of a route being selected at CAMICO'S sole discretion. In the event that CAMICO elects and/or is required to deviate from a selected route for any reason whatsoever, the decision to deviate from a selected route also falling solely within CAMICO'S discretion, the Customer shall be liable to CAMICO in relation to any additional costs and/or expenses and/or charges and/or penalties that arise from any such route deviation. The Customer agrees and accepts that it is liable to CAMICO for any such additional costs, expenses, charges and/or penalties that CAMICO may incur as a result of a route deviation.

5.7 If any quote which has been accepted by the Customer and submitted to CAMICO, in the event that CAMICO then actions that instruction from the Customer, the Customer shall be liable to CAMICO for a cancellation fee in the amount of USD\$500.00 (five hundred dollars – United States) per item of the quotation and/or Container. CAMICO shall be entitled to deduct any such cancellation fee from any amount received from the Customer and claim any balance that remains outstanding thereafter from the Customer.

6. PAYMENT AND REMUNERATION

- 6.1 In the absence of any special provisions to the contrary, payment must be effected by the Customer to CAMICO on presentation of CAMICO'S invoice to the Customer.
- 6.2 In the event that CAMICO, in its sole discretion, determines that a deposit amount is required in relation to the Services, CAMICO shall be entitled to delay performance of the Services until such time as the deposit amount required has been paid to and received by CAMICO.
- 6.3 CAMICO will in its absolute discretion be entitled to appropriate all payments made by the Customer towards the payment of any debt or obligation of whatsoever nature owing by the Customer to CAMICO, irrespective of when such debt or obligation arose.
- 6.4 Interest will accrue on all payments that have not been received by CAMICO on the 5th day following the due date of any such payment, which interest shall accrue at a rate of 5% above the prevailing prime overdraft rate of the Republic of South Africa and which interest shall continue to accrue until the date of payment in full of the outstanding amount.
- 6.5 The Customer may not raise any claim, dispute or counterclaim against CAMICO as a reason for withholding and/or deferring payment of any amount due to CAMICO. In addition, the Customer may not set off any claim or counterclaim which it may wish to raise against the amount invoiced by CAMICO.

7. CONDITIONS APPLICABLE TO CAMICO'S SERVICES

- 7.1 The Goods shall be deemed to have been received by CAMICO on the date on which CAMICO receives the Goods in order to render the Services to the Customer.
- 7.2 The Goods shall be deemed to have been delivered by CAMICO to the Customer when the Goods reach the destination specified by the Customer.
- 7.3 An acknowledgement of receipt of any Goods by CAMICO shall not constitute an acknowledgement or admission with regards to the state, condition, quality or quantity of such Goods nor shall be deemed to be a confirmation or admission of the correctness of any statement made by CAMICO on any documentation.
- 7.4 The Customer shall be entitled, at its own cost, to appoint a surveyor to monitor the loading and off-loading of any Goods.
- 7.5 If delivery of the Goods is not accepted by the Customer at the place of delivery, CAMICO shall be entitled to store the Goods or any part thereof at a place convenient to it, which storage shall be at the risk and expense of the Customer. Should the Goods not have been accepted and/or collected from CAMICO and/or any place of storage within 7 (seven) days of the date on which the Goods are delivered to the place of deliver and/or any place of storage, then CAMICO shall be entitled, without further notice to the Customer, to sell such Goods in order to defray any amounts owing to it and/or any expenses and/or charges that may be owing in relation to the Goods (including storage charges).
- 7.6 In regard to the sale process referred to in clause 7.5 above, payment or tender by CAMICO to the Customer of the balance of the proceeds of the sale of the Goods, following the deduction of any amounts owing to CAMICO and/or any expenses, penalties and/or charges imposed on and/or relating to the Goods, shall be deemed to be due delivery of such Goods to the Customer and the Customer shall have no further claim against CAMICO in relation to the Goods irrespective of howsoever arising.
- 7.7 The carriers of Goods appointed by CAMICO shall be deemed to be agents of the Customer.
- 7.8 The Customer shall be liable to CAMICO for any and all costs, charges, penalties, expenses, liabilities and/or damages whatsoever and howsoever incurred or suffered by CAMICO, arising out of and/or incidental to any instruction by the Customer to CAMICO for the conveyance of any Goods on behalf of the Customer.
- 7.9 The Customer shall furnish CAMICO in writing with particulars of the Goods, including but not limited to weight measurements, characteristics and description

CAMICO (PTY) LTD
Company Registration No.: 2015/033920/07
Standard Terms and Conditions of Business

as CAMICO may in its sole discretion require for the purposes of handling such Goods and providing the Services. CAMICO shall at all times be entitled to rely for any purposes whatsoever upon all such particulars and information furnished to it by the Customer and the Customer shall be solely liable for any such decisions or consequences arising out of a reliance upon the information provided by the Customer to CAMICO.

7.10 All Goods must:

- 7.10.1 be clearly marked to avoid a discrepancy between the Goods and the shipping and other documentation relating to the Goods and to render the Goods identifiable with the shipping and other documentation.
- 7.10.2 be securely packaged and sufficiently protected to withstand both human and mechanical containerization, transport, storage and delivery.
- 7.10.3 be marked in compliance relevant IMO and IMDG code regulations (see clause 1.3.5).
- 7.11 CAMICO shall have no liability arising out of any Services rendered to the Customer in respect of Goods which do not comply with the provisions of this clause and the Goods shall be handled entirely at the Customers risk.
- 7.12 Every container containing the Customer's Goods shall be clearly marked so as to be readily identifiable with the Customers container manifest or any other document by which such container is intended to be identified.
- 7.13 CAMICO shall at all times be entitled, but not obliged to, inspect any Goods and shall be entitled to refuse to accept any Goods which, in its sole discretion, appear in anyway to be damaged and/or unsafe for handling, storage and or carriage.
- 7.14 The Customer warrants to and in favour of CAMICO the suitability and safety of all Goods delivered to CAMICO by and/or on behalf of the Customer.
- 7.15 The Customer warrants to and in favour of CAMICO that all Goods shall, where it is not within CAMICO's control, at all times be carried on, lifted by and stored in Containers, ships, lifting equipment and warehouses which will be entirely suitable for the safe adequate and sufficient carriage lifting and storage thereof and indemnifies CAMICO against all and any claims for the loss of or damage to property or injury to persons arising from the carriage, lifting and storage of such Goods in breach of such warranties.
- 7.16 When Goods in a package or Container are delivered to CAMICO, CAMICO is entitled but not obliged to open the package or container to ascertain the contents thereof, or to ascertain the nature and sufficiency of the packing and to re-pack the Goods and/or Container. The costs of re-packing the Goods and/or Container shall be borne by and the risks shall lie with the Customer on whose behalf CAMICO receives such Goods and/or Container.
- 7.17 CAMICO shall, in its sole discretion, be entitled to insist upon the appointment of special protection services should CAMICO deem it necessary because of the nature and value of the Goods. The Customer shall be liable to CAMICO for any and all costs incurred as a result of appointing any such special protection services.
- 7.18 With regard to any Services provided by and/or procured by CAMICO on behalf of the Customer, the Customer agrees and undertakes to defend, indemnify, and hold harmless CAMICO in respect of any and all liability, loss, damage, costs or expenses arising howsoever out of or in relation to such Services.

8. RAIL AND CERTAIN DOCUMENTARY SERVICES ARRANGED BY CAMICO

- 8.1 In the event that CAMICO is required to procure the carriage of Goods by rail and/or any handling or storage connected therewith in providing the Services, it does so solely as an agent of the Customer and entirely at the Customer's risk and shall not be liable for any acts or omissions of the third party.
- 8.2 Where Services are contracted from a third party by CAMICO in rendering the Services, CAMICO shall be entitled, but not obliged to contract on the Customer's behalf on the basis of the third parties own standard terms and conditions and to bind the Customer thereto, to which the Customer hereby authorises CAMICO.
- 8.3 CAMICO shall act as the Customer's agent when providing additional Services in respect of or in relation to customs requirements, taxes, licences, certificates of origin, inspection certificates and other similar Services. The Customer shall remunerate CAMICO in relation to the provision of such Services, which shall be in addition to the amounts paid for the standard Services.

9. INSTRUCTIONS FROM THE CUSTOMER AND CAMICO'S DISCRETION

- 9.1 In the absence of specific instructions given timeously in writing by the Customer to CAMICO:
 - 9.1.1 it shall be in the reasonable discretion of the company to decide at what time to perform or procure the performance of any and all of the acts which may be necessary or requisite for the discharge of its obligations to the Customer.
 - 9.1.2 The company shall have an absolute discretion to determine the means, route and procedure to be followed by it and performing any and all the actual Services it has agreed to perform.
- 9.2 Unless specific written instructions are timeously given to and accepted by CAMICO, CAMICO shall not be obliged to:
 - 9.2.1 Make any declaration for the purpose for any statue, convention, or contract as to the nature or value of any Goods or as to any special interest in delivery. In particular CAMICO shall be under no obligation to make any declaration or to seek any special protection or cover from any carrier in respect of any Goods which are or fall within the definition ascribed thereto by that body of dangerous Goods or other Goods which require special conditions of handling or storage.
 - 9.2.2 Arrange for any particular Goods to be carried, stored or handled separately from other Goods.
 - 9.2.3 Notwithstanding anything to the contrary herein contained and if at any time CAMICO should consider it to be in the Customers interest or for the public

good to depart from any of the Customers instructions CAMICO shall be entitled to do so and shall not incur any liability in consequence of doing so.

- 9.2.4 If events or circumstances come to the attention of CAMICO its agents employees or nominees which in the opinion of CAMICO make it in whole or in parts impossible or impractical for CAMICO to comply with the Customers instructions, CAMICO shall take reasonable steps to inform such Customer of such events or circumstances and to seek further instructions. If such further instructions are not timeously received by the CAMICO in writing from the Customer CAMICO shall at its sole discretion be entitled to detain, return, store, sell, abandon or destroy all or part of the Goods concerned at the risk and expense of the Customer and the Customer shall have no right of recourse to CAMICO in this instance.

10. INSURANCE

- 10.1 The Customer acknowledges and agrees to all exclusions from and limitations of liability of the company contained in these Terms and Conditions, and further acknowledges that the obligation rests with the Customer to effect the appropriate insurance cover for the Goods to protect it against any damage or loss and under no circumstances shall CAMICO be liable for any loss or damages suffered by the Customer in this regard.
- 10.2 CAMICO will, only if requested to do so in writing by the Customer, effect insurance on any Goods being handled by it. Any insurances effected by CAMICO will be subject to the usual exceptions and conditions of the policies of the insurer or underwriter taking the risk. CAMICO will not be under any obligation to effect a separate insurance on each consignment but may declare it on any open or general policy. Should the insurer dispute liability for any reason, the insured will have recourse against the insurer only, and CAMICO will not be under any liability in relation thereto.
- 10.3 If CAMICO has been requested by the Customer to arrange insurance on its behalf, the Customer acknowledges and agrees that it shall be liable for all costs that CAMICO incurred in placing the cover.

11. CAMICO'S RIGHTS

- 11.1 CAMICO will not be liable for any delay occasioned by compliance with any instructions issued by the police or any other competent authority. Any extra costs incurred by CAMICO as a result of compliance with any such instructions will be added to its charges.
- 11.2 The responsibility of CAMICO in respect of the Goods, if any, shall cease on the delivery or otherwise disposition of the Goods in accordance with the order confirmation.
- 11.3 If at any time the performance of CAMICO's obligations in the opinion of CAMICO or its agents, is or is likely to be affected by any circumstances unavoidable by CAMICO, CAMICO's reasonable endeavours CAMICO may on giving written notice to the Customer or without notice where it is not reasonably possible to given such notice treat the performance of its obligations as discharged and place the Goods or any part thereof at the disposal of the Customer at any place which CAMICO may deem safe and convenient where upon the responsibility of CAMICO in respect of the Goods shall cease.
- 11.4 The Customer shall be responsible for any additional costs of carriage to and delivery handling and storage at such place or for all other expenses incurred by CAMICO.
- 11.5 If delivery of the Goods is not taken by the Customer at the time and place when and where so indicated in the order confirmation and when and where CAMICO as such entitled to call upon the Customer to take delivery thereof, CAMICO shall be entitled to store the Goods at a place convenient to it, either in the open or under cover at the sole risk and expense of the Customer.
- 11.6 Notwithstanding clauses 10.3 and 10.4 above CAMICO shall be entitled but not obliged at the risk and expense of the Customer and without liability to the Customer to sell or otherwise dispose of any container or other Goods which in CAMICO's opinion cannot be delivered as instructed or which may be reasonably expected to cause loss or damage to any person or property or to contravene any applicable law or regulation.
- 11.7 Notwithstanding anything contained herein and without prejudice to its rights and remedies in terms hereof CAMICO shall be entitled at the Customer's risk and expense to open and inspect any container or package Goods at any time and without notice if it believes that the contents of such container may be illegal.

12. SUBCONTRACTING

- 12.1 CAMICO may at its sole and absolute discretion as and when circumstances require and in order to ensure fulfilment of any of its obligations to the Customer may employ or entrust Goods and Services to any third Parties and on such conditions as may be stipulated by or negotiated with such third Parties for the purposes of such Services or such part thereof as they may be employed to carry out.
- 12.2 Where CAMICO employs third Parties to perform all or any of the Services that is agreed to perform it shall be entitled to act either as an agent for and on behalf of the Customer or as a principle as it in its sole and absolute deems fit.
- 12.3 The Customer acknowledges that when CAMICO as agent for and on behalf of the Customer concludes any contract with the third party such an agreement is concluded between the Customer and the third party and the Customer automatically and irrevocably undertakes to ratify any such contract decisions taken should such be necessary.
- 12.4 The Customer agrees that CAMICO shall have no responsibility for or liability to the Customer for any act or omission of such third party even though the company may be responsible for the payment of such third Parties charges.

13. WAREHOUSING AND STORAGE

- 13.1 While CAMICO undertakes to take all reasonable steps to properly secure any premises directly controlled by it or alternatively subcontract to the reputable service providers the Goods shall at all times remain at the sole risk of the Customer while on any such premises as determined by CAMICO and the

CAMICO (PTY) LTD
Company Registration No.: 2015/033920/07
Standard Terms and Conditions of Business

- Customer shall take all reasonable steps to adequately ensure such Goods for its own account.
- 13.2 The Customer acknowledges that its Goods may be stored in the open or an open sided warehouse. The Customer shall be entitled by arrangement to inspect the premises procured by CAMICO but shall in any event be deemed to have inspected the area where its Goods will be stored and to have accepted its suitability. CAMICO will accordingly not be liable for any loss or a deterioration in the Goods due to the unsuitability of the storage area for the Goods in question.
- 13.3 In the event that the Goods require special care of whatsoever nature the Customer shall advise CAMICO in writing at the time of contracting failing which CAMICO shall not be in any way responsible for the loss of damage to or deterioration in the Goods for failure to provide any such special care and the Customer shall under no circumstances have a claim against CAMICO in this regard.
- 13.4 The obligation to fumigate the Goods if required shall rest solely on the Customer and CAMICO shall not be liable for the Customers failure to fumigate the Goods under any circumstances. CAMICO may at the Customers expense arrange fumigation on the Customers behalf either on written request by the Customer or at the sole discretion of CAMICO but CAMICO shall not be liable in anyway whatsoever for the adequacy or effectiveness of such fumigation.
- 13.5 CAMICO shall not be obliged to deliver or release the Goods to any party other than the party holding an express written authorisation from the Customer together with suitable identification and subject to such release being approved by CAMICO subject to payment of any and all outstanding amounts due to CAMICO and where delivery is made to such person delivery shall be deemed to have been properly made in accordance with the Customers instructions.
- 13.6 The Customer shall at it's own expense provide all pallets or other equipment for packing storage or transportation purposes. Where for any reason CAMICO is required to provide such pallets or other equipment it shall be entitled to recover all reasonable costs thereof from the Customer prior to the release of the Goods to the Customer.
- 14. CONTAINERS**
- 14.1 Where CAMICO is required to pack or stuff Goods into containers for transport whether on an Full Container Load (FCL) basis or Less Container Load basis such Goods shall in the absence of express written instructions from the Customer be stuffed into ordinary containers and shall be deemed to be suitable for carriage in such containers without any specific ventilation or temperature requirements and CAMICO shall not be liable for any loss of or damage to the Goods resulting from any failure to provide special containers or conditions within those containers.
- 14.2 Unless otherwise agreed in writing the costs of all pallets, packing materials, equipment, dunnaging, lashing materials or the likes shall be borne by the Customer.
- 14.3 Where sealed or packaged items are given to CAMICO for consolidation the Customer shall clearly mark such items and shall where required declare to CAMICO in writing the contents and shall warrant that they have been properly packed. CAMICO shall not be liable for any loss of or damages to such items due to insufficient packaging or for mis delivery due to inadequate markings.
- 15. PACKAGING**
- 15.1 Where CAMICO is required to package or bulk bag Goods the client shall prior to accepting CAMICO's quotation be afforded a reasonable opportunity of inspecting the equipment, methods and or materials to be employed and shall in any event be deemed to have done so and to have expressly approved the use of such equipment methods and materials and upon acceptance of the quotation and CAMICO shall not be liable for any loss of or damages to the Goods or for any other consequences of whatsoever nature and howsoever arising in the event that it is found to have been inadequate or inappropriate for the purposes concerned.
- 15.2 Materials used in the bagging of packaging of Goods if not provided by the Customer may be provided by CAMICO at the Customers expense.
- 15.3 CAMICO shall in the absence of express written instructions be entitled to pack or bag Goods into whatever individual quantities it deems appropriate.
- 15.4 The Customer shall provide clear written instructions as to the marking of packages, bags or other units and CAMICO shall not be liable for any losses of whatsoever nature resulting from the Customers failure to do so or for the inadequacy on accuracy of markings placed on Goods in accordance with or in the absence of such instructions.
- 15.5 CAMICO shall not under any circumstances be liable to the Customer for any loss in quantity or weight of the Goods either through the handling of the Goods delivered to and for packing or bagging or otherwise in the fulfilment of any instruction by the Customer to CAMICO.
- 15.6 Where CAMICO is obliged to store Goods deliver to it for packaging or bagging prior to transportation either before or after that process it shall be entitled to charge the Customer for such storage at the usual rates if such storage was not agreed to prior to the expense being incurred.
- 16. CAMICO's LIEN**
- 16.1 As security for all moneys (whether past or present) owing for the handling of Goods, whether forming the subject matter of these Terms and Conditions or otherwise, CAMICO will have a lien over all Goods, documents, bills of lading, import permits and all repayments, refunds, claims or recoveries in its possession or under its control.
- 16.2 In addition, CAMICO will be entitled to hold all Goods as security for any other moneys which may be owing to it by the Customer from any cause whatsoever.
- 16.3 In the event of CAMICO retaining possession of the Goods in terms of subclause 16.1 and/or subclause 16.2 and/or subclause 16.3, CAMICO will be entitled to store or warehouse the Goods at such place as it deems fit, at the Customer's expense.
- 16.4 If any moneys owing to CAMICO are not paid by the Customer within 30 days after they have become due, CAMICO will be entitled without further notice:
- 16.4.1 to open and examine the goods;
- 16.4.2 to sell the whole or any part of the goods in such a manner and on such terms and conditions as it deems fit;
- 16.4.3 to apply the proceeds of any sale, after deducting all expenses, in payment or reduction of any amount due by the customer to the carrier (including the storage charges envisaged in subclause 5.4), provided that any surplus must be paid over to the customer without interest immediately after the sale, if the customer's address is known, and if not, upon demand made by the customer within 90 days of the sale.
- 16.5 CAMICO is not liable for any loss, damage or deterioration of such goods attributable to the implementation of this clause 16 or to any of its subclauses.
- 16.6 CAMICO's rights under this clause are not exhaustive and are in addition to any other rights which the CAMICO may have against the Customer.
- 17. DANGEROUS GOODS**
- The Customer shall disclose, in full, the nature of any Goods which the Customer requires CAMICO to handle on its behalf. In the event of any such Goods being so delivered without full disclosure of their nature and which such Goods can be deemed, at the sole discretion of CAMICO to be dangerous Goods CAMICO may, at its sole discretion refuse any further handling of the Goods or shall be entitled to amend the quote and charges initially agreed to by it should the data of Goods in anyway increase the costs for CAMICO to provide the Services to the Customer.
- 18. DEMURRAGE**
- CAMICO will not be liable for demurrage or storage charges of any nature whatsoever and howsoever arising. Where any such demurrage and/or storage charges are paid by CAMICO, such charges must be refunded to CAMICO by the Customer immediately on demand. The Customer hereby appoints CAMICO irrevocably and in rem suam as its agent and in its name, place and stead, to contract for the storage of the goods upon such terms and conditions as CAMICO may, in its sole discretion, elect and without any liability whatsoever attaching to CAMICO to attend to such storage.
- 19. CUSTOMER'S WARRANTIES**
- 19.1 The Customer is bound by and warrants to and in favour of CAMICO the following in relation to all Goods and their associated logistical arrangements:
- 19.1.1 the accuracy of all descriptions, values and other particulars furnished to CAMICO for customs, warehousing, railage and other purposes, and the Customer indemnifies CAMICO against all expenses, claims or fines arising from any inaccuracy or omission of descriptions, values or other particulars (even if the inaccuracy or omission of descriptions, values or other particulars occurs without negligence);
- 19.1.2 that the carriage of the Goods will not violate or infringe any laws, and the Customer hereby indemnifies and holds CAMICO harmless against any claims and/or damages which CAMICO may suffer by virtue of CAMICO's breach of this warranty.
- 19.1.3 that the Goods are the Customer's sole property, alternatively, the Customer is authorised by the person owning the goods to enter into this contract subject to these Terms and Conditions, and the Customer indemnifies CAMICO against any claim of any nature made by any third-party, not limited to the owner or any other person having valid legal rights against the Goods.
- 20. INDEMNITY BY THE CUSTOMER**
- 20.1 Without prejudice to any of CAMICO's rights under these Terms and Conditions the Customer hereby irrevocably indemnifies CAMICO in respect of and holds it harmless against any liability claims costs (including legal costs on the attorney client scale) expenses losses and/or damages whatsoever and howsoever arising with the directly indirectly from or relating to:
- 20.1.1 Any contravention of clause 19;
- 20.1.2 Delivery of Goods or failure to deliver Goods;
- 20.1.3 Duties, fines, penalties, taxes (including customs duty), charges and VAT, imposts, detention charges, levies by or paid to any authority, including but not limited to Transnet the National Ports Authority and/or the South African Revenue Services and any other liability which CAMICO may incur as a consignee as defined in the National Road Traffic Act 93 of 1996 or any regulations to that act;
- 20.1.4 Any breach of any warranty or obligation by the Customer;
- 20.1.5 Any act or omission by the Customer or any person acting on its behalf;
- 20.1.6 CAMICO's compliance with instructions given by or on behalf of the Customer, whether express, tacit or implied;
- 20.1.7 CAMICO's compliance with the instructions of an authority or with any common law or legislated or regulation or any other lawfully imposed obligations of any nature whatsoever in respect of the Goods;
- 20.1.8 The defective condition or excess weight of any container's Goods or commodities;
- 20.1.9 Any duty, Value Added tax, penalty, amount raised in forfeiture, or any other fines, levies or charges raised by the South African Revenue Service in respect of any Goods stored by CAMICO on instructions of the Customer in any customs bonded warehouse or otherwise;
- 20.1.10 Loss of or damage to property or injury to persons arising directly or indirectly from infestation or contamination of any Goods;
- 20.1.11 Claims arising from on in connection with the loading, unloading, securing and/or lashing of Goods whether or not such claims arose as a result of breach and or negligence on the part of CAMICO;

CAMICO (PTY) LTD
Company Registration No.: 2015/033920/07
Standard Terms and Conditions of Business

- 20.1.12 Any demurrage or other charges arising from the delay in any Goods, container or vehicle at any point.
- 20.2 The Customer undertakes that no claim shall be made against any employee or agent of CAMICO which imposes or attempts to impose upon any of their liability whatsoever in connection with the Goods, and if any such claim should nevertheless be made, to indemnify CAMICO against all consequences thereof.
- 20.3 Without prejudice to the foregoing every such employee or agent of CAMICO shall have the benefit of all immunities, indemnities, defences, exceptions and/or limitations of liability contained in these conditions, as if such provisions were expressly agreed and contained herein or in any other agreement correspondence or undertaking by CAMICO and as if such was solely expressed for the benefit of CAMICO and/or its employees and agents. CAMICO agrees that such provisions in this contract shall not only imply to its behalf but shall also apply to any agent trustee or for any employees or agents thereof.
- 20.4 In this clause "agent includes direct and indirect subcontractors and their respective employees and agents".
- 20.5 Advise and information in whatever form it may given is provided by CAMICO for the Customer only and the Customer shall defend, indemnify and hold harmless CAMICO for any and all liability loss damage costs and expenses arising out of any other person relying on such a vast of information. The Customer shall not pass vast information to any third party without CAMICO's written agreement and the Customer shall indemnify CAMICO against any loss suffered because of a breach of this condition.
- 20.6 Should any claim be made by any person against CAMICO arising out of the performance or non-performance of its obligations to the Customer the Customer shall indemnify CAMICO for all and any claims and/or amounts for which CAMICO may be held liable in excess of the liability provided for in these conditions. The Customer shall also re-imburse CAMICO for legal costs as charged to CAMICO by its attorneys incurred by CAMICO in defending such a claim.
- 20.7 The Customer's bill of lading waybill or any other contracted of carriage handling and/or storage shall include a provision prohibiting the making of a claim against CAMICO its employees or agents in provision that CAMICO its employees and agents shall have the benefit of all defences exclusions and limitations of liability contained in any such contracts.
- 21. LIMITATION OF CAMICO'S LIABILITY**
- 21.1 CAMICO shall not be liable for any claims, (whether in contract or in delict) damages loss and/or expenses of whatsoever nature arising from or relating to;
- 21.1.1 any negligent act, omission or statement by CAMICO or its employees' agents nominees contractors or sub-contractors;
- 21.1.2 any act or omission of the Customer or its employees or agents;
- 21.1.3 any loss damage or expense arising from or in any way connected with the weight measurements contents quality, defect or description of any Goods;
- 21.1.4 any loss damage or expense arising from or in anyway connected with any circumstance cause or event beyond the reasonable control of CAMICO including but without limiting the generality of the aforesaid, any strike, lockout stoppage, restraint of labour or any business interruptions arising as a result of the COVID-19 Pandemic and the enforcement of the Disaster Management Regulations (as amended from time-to-time);
- 21.1.5 any loss damage or expense arising from theft vehicle hi-jacking accident storm tempest flood lightning or other vis maior or Act of God fire exploitation or any act done with malicious intent;
- 21.1.6 any loss damage or expense attributable to failure to carry out any instructions given to CAMICO;
- 21.1.7 damage or injury suffered by the Customer or any person whatsoever arising out of any cause whatsoever as a result of CAMICO's execution or attempted execution of its obligations to the Customer and or the Customer's requirements or mandates;
- 21.1.8 any demurrage or other charges arising from the delay of any Goods container or vehicle at any stage during the execution of CAMICO's obligation to the Customer;
- 21.1.9 unless such claim arises from a grossly negligent act or omission on the part of CAMICO and its employees or employees or agents where such persons are acting within the scope of their employment or mandate;
- 21.1.10 such claim arises at a time when the Goods in question are in the custody of CAMICO and under its control.
- 21.2 CAMICO shall under no circumstances be liable for any claims (whether in contract or in delict) damages loss and/or expenses howsoever arising and regardless of the negligence of CAMICO its employees agents nominees contractors and/or sub-contractors in whatever degree which are in anyway whatsoever attributable to delay loss of profit and/or market and/or consequential or indirect in nature.
- 22. PERIOD OF CAMICO'S LIABILITY**
- 22.1 The Goods shall be regarded as being in the custody of CAMICO and under its control from the time that such Goods are received by CAMICO to the time they are delivered to the Customer or its nominee as set out in the order confirmation.
- 22.2 CAMICO's liability and any potential claim by the Customer shall cease immediately upon the Customer accepting delivery alternatively delivery being made in accordance with the purchase order and the Goods no longer being under the control of CAMICO.
- 23. MONETARY LIMITATION OF LIABILITY OF CAMICO**
- 23.1 In those cases where CAMICO is liable to the Customer in terms of clause 15 then and under no circumstances whatsoever shall its liability howsoever arise exceed whichever is the least of the following amounts:
- 23.1.1 The purchase price of the Goods evidence by the relevant documentation or declared by the Customer for customs purposes, or for any purpose connected with their transportation;
- 23.1.2 The value of the Goods declared for insurance purposes;
- 23.1.3 The fees payable to CAMICO for its Services in connection with the Goods but excluding any amount payable to sub-contractors agents and third Parties.
- 23.2 If it is desired that the liability of CAMICO in those cases where it may be liable to the Customer in terms of these Terms and Conditions should not be governed by the limit referred to in clause 20.1 above then written notice thereof must be received by CAMICO prior to the receipt of any Goods by CAMICO and prior to the finalisation of the order confirmation between the Parties. The Customer shall provide a statement a testing to the value of the Goods and should the Customer require CAMICO arrange additional insurance cover in respect of the Goods the Customer shall inform CAMICO accordingly and shall undertake to be liable to CAMICO for any and all such premiums in respect of any such special insurance which the Customer may require CAMICO to raise.
- 23.3 In the absence of any express action to this effect then the limit in 20.1 above shall apply.
- 24. DISPUTES**
- 24.1 The Parties specifically agree that no dispute in terms of these Terms and Conditions shall give rise to a legal right entitling the Customer to withhold any payment and/or other performance to CAMICO.
- 24.2 In any dispute between the company and the Customer, CAMICO shall be deemed to have performed its obligations in a proper and workman like manner and strictly in accordance with any agreement between it and the Customer until such time as the Customer proves the contrary.
- 25. GOVERNING LAW**
- These Terms and Conditions shall be governed by and construed in accordance with the laws of the Republic of South Africa.
- 26. SUBMISSION TO JURISDICTION AND ARBITRATION**
- 26.1 Any dispute between the Parties shall be submitted to arbitration which shall be;
- 26.1.1 Before a single arbitrator sitting in Johannesburg and as agreed by the Parties failing which as appointed by the arbitration foundation of South Africa.
- 26.1.2 Subject to the AFSA rules then enforce and further if practical and deemed appropriate by the appointed arbitrator governed in accordance with the rules for the expedited arbitration of the matter.
- 26.2 Notwithstanding the provisions of clause 23.1 any dispute between the Parties including but not limited to the non-payment of any invoice issued by CAMICO or disposal of Goods by CAMICO may in the discretion of CAMICO be determined by any other forum.
- 26.3 The Parties agree that any legal action or proceedings bought in terms of clause 23.2 and arising out of or in connection with these condition or any of the Services of CAMICO shall be bought in the Magistrate's Court otherwise having territorial jurisdiction over the registered address of CAMICO notwithstanding that the monetary amount of any such claim may exceed the jurisdiction of that court from time to time and it is recorded that this shall not preclude CAMICO from approaching any other court which may otherwise have jurisdiction.
- 27. TIME BAR FOR CLAIMS**
- To the extent that the Customer has any claim against Camico, arising out of and/or related to the provision of the Services, the Customer agrees that it shall be required to institute proceedings (in accordance with clause 26 hereof) in respect of any such claim against CAMICO within 60 days from the date on which the Goods were delivered to the Customer or sold (in terms of the process envisioned in clause 7.5 above), failing which CAMICO's liability in respect of any and all such claims shall be extinguished and any such claims shall be deemed to have prescribed (i.e. unenforceable as against CAMICO).
- 28. COSTS**
- In the event of the Customer breaching any of its obligations and/or failing to timeously make payment of any amount to CAMICO, the Customer agrees to pay and shall be liable to pay any and all of CAMICO'S legal costs incurred in CAMICO'S pursuing any legal claim against the Customer on the legal costs scale of as between attorney and own client.
- 29. SEVERABILITY**
- If any provision of these Terms and Conditions is held to be unenforceable by any court of law such provision shall be severable from these Terms and Conditions and shall not affect the remaining provisions hereof, which shall remain in full force and/or effect.
- 30. NON-WAIVER**
- No extension of time or waiver or relaxation of any of these Terms and Conditions by CAMICO shall be deemed or interpreted to be a variation or novation of any of these Terms and Conditions.
- 31. BENEFIT OF DISCOUNTS**
- CAMICO is entitled to the benefit of discounts obtained and to retain and be paid all brokerages commissions allowances and other remunerations of whatsoever nature and kind and shall not be obliged to disclose or account to the Customer for any such amounts received or receivable.