

**CONDITIONS UPON WHICH PROPERTY IS REMOVED, PACKED OR WAREHOUSED BY
AMAZING TRANSPORT & WAREHOUSING (hereinafter referred to as the contractor)
CONDITIONS APPLICABLE TO THE TENDER / CONTRACT.**

1. The Contractor's estimate covers removal of goods by normal means only and extra amounts are in the opinion of the Contractor abnormal or where the Contractor's vehicles are kept waiting, or where access within 25 meters of residence is not available shall be charged.
2. The tender is submitted subject to the condition that the contractor's vehicle is still available at the date of acceptance or this quotation valid for fourteen days.
3. Every endeavour will be made to complete the removal by the time declared but the contractor does not accept liability should delay arise through the adverse conditions of weather or work, labour troubles mechanical breakdown or from any causes howsoever arising.
4. Where goods are delivered to a warehouse at the destination, all charges for storage and delivery must be paid by the Customer unless otherwise arranged in writing in advance. All removals are to be prepaid unless acceptable written arrangements are made and accepted by the Contractor on behalf of the customer.
14. Every care will be taken by the Contractor to prevent injury or damage to statuary, glass, mirrors, barometers, musical instruments, electrical and mechanical appliances, wireless sets, refrigerators and goods inherently defective but as these articles may be injured without negligence the Contractor does not accept any liability in respect of such injury or damage or deterioration or non-adjustment of such articles which are handled solely at the Customer's risk.
15. Where the Contractor admits liability it will have the right to repair, replace or compensate in respect of goods damaged or lost at its sole discretion.
16. Should any claims for damage or loss arise under a contract, the nature of the damage or the goods lost shall be noted by the Customer on the driver's delivery slip, failing which no claim shall lie and the amount of the claim for damage shall be given to the Contractor in writing within three days after completion or the removal or delivery of the goods, or if for alleged loss, in writing within seven days after the goods alleged to have been lost should in the ordinary course have been delivered, time to be the essence of the contract, in all cases. When there is more than one load, each load will be signed for separately.
26. The Contractor requires SEVEN (7) days written notice from a Customer of his intention to have the goods delivered which are stored in the Contractor's warehouse.
27. The Contractor shall have the power to terminate the contract to store by sending by post one month's notice to the address furnished to them by the Customer.
28. The Customer shall pay all storage and redelivery costs to the Contractor prior to delivery or collection of these goods from the Contractor's store.

PACKAGING AND PLACING ON RAIL/SHIP/AIR

- 29 (a) If the Customer requests the transport from Contractor's warehouse the Contractor will levy a minimum charge of R850.00 + VAT to release the goods.
- 29 (b) One full month's deposit is required which is equal to the total storage amount per month. This will be set off against the cost of the final move from our premises.

POWERS RESERVED BY THE CONTRACTOR

5. The contractor shall in its own discretion be entitled to remove goods either in its own vehicles or those of a Sub-contractor and the Customer hereby absolves the Contractor from all claims whatsoever after delivery by it of goods to a Sub-contractor.
6. The Contractor may at any time during the removal transfer the goods from vehicle pending transfer into its own or other storing places, when goods are in store the Contractor may remove them from one place to another.
7. The Contractor shall be entitled to pay all charges claimed for previous storage and packaging or by the other contractors, carries or forwarding agents and for other charges whatsoever, and shall have a general lien, pending refund thereof by clients, and the powers to exercise lien
8. The Contractor reserves the right to store with Subcontractors should its storage space not be available for any reason.

GENERAL

30. The Contractor accepts no responsibility for damage caused by the Contractor's trucks to drives, pathways, gates or fences, underground water or sewerage mains or overhead electric wires, unless the Contractor's driver's are warned by the Customer that they may not enter the premises with the Contractor's trucks. In such an event an extra charge may be made for the extra carrying distance involved as determined by the Contractor.
31. Customer packed cartons are removed, packed, stored entirely at the Customer's risk and Contractor will not accept responsibility for loss of damage thereof.
32. No variation of these conditions are accepted unless Contractor's signed endorsement confirms such variation, and is signed in acknowledgement by both parties.
33. Notwithstanding that the Customer may be acting in a representative capacity in concluding the agreement, the Customer by his signature hereto, binds himself as surety a co-principle debtor in solidum for the due payment to the Contractor all amounts payable in terms of this agreement hereby waiving the benefits of excursion, division and no value received.

CUSTOMER'S RESPONSIBILITY

9. The Customer warrants that the property handed to the Contractor is either his own property or that he has the full and absolute authority of all persons owning or interested in the property to enter into the contract and agrees to indemnify the Contractor against all claims, costs, charges, and demands made against the Contractor in respect thereof.
10. It is incumbent on the Customer to see that nothing required to be removed is left behind and that no goods or fixtures are removed in error. Liability in respect of any such omission or mistake will rest solely on the customer and the Customer hereby indemnifies the Contractor against all claims, cost, charges, and demands made against the Contractor in respect thereof.
11. The Contractor does not handle goods that are combustible, explosive or in any other manner dangerous and the Customer will be liable for any and all damages caused by such goods and the Customer hereby indemnifies the Contractor for all claims, costs, charges, and demands made against the Contractor in respect thereof which third parties may have.
12. In appending his/her signature on the contract, the Customer is aware that the Contractor has to allocate a vehicle for the specific purpose of undertaking a removal for the Customer. The Customer will be responsible for any costs the Contractor may suffer from loss of earnings or deviation of routing if the customer cancels the removal and the contractor is thereby denied revenue resulting from the cancellation

PAYMENT

21. Storage charges will be payable monthly in advance and removal charges will be paid when goods are tendered for delivery outside the premises at which they are to be delivered unless otherwise arranged in writing by the parties and notwithstanding any claim lying in favour of the Customer against the Contractor, the Customer will nevertheless be obliged to settle the amount charged by the Contractor prior to the release from store.
22. Storage taken during the first 10 days of a month will be charged as a full month, but thereafter as half a month. Storage going out during the first 10 days of a month, will be charged as half a month, but thereafter as a full month.
23. If the rent or other charges due to the Contractor in respect of any goods deposited with or held by it should be three months in arrears, the Contractor shall after sending by post to the Customer or his agent, at the last address known to him, one calendar month's of its intention to sell such goods, then have full power to open and examine the whole of the property and to sell such goods or any parts thereof by public auction or private treaty as it may deem fit, both to claim his charges and to clear the warehouse, and to retain and apply the proceeds of the sale of goods so sold in payment of or towards charges payable to the Contractor in respect of such goods, or by the depositors of such goods, including the cost of sale.

STORAGE

24. Storage fees are exclusive of cost of removing, packing or stacking away and unstacking. A charge for receiving and handling will be made to the Customer who convey their goods to the Contractor's stores. Access to goods in storage must be arranged in advance and when convenient, for which the Contractor will charge the Customer.
25. The Contractor will, at its own discretion, pack goods considered unsuitable for storage in the unpacked state and charge the cost of such packing to the Customer.

CONTRACTOR'S LIABILITY

13. The Contractor shall not be responsible for the loss of, or failure to produce or for damages to any articles contained in drawers, wardrobes, cabinets or other articles of furniture, or in any packaging or case packed or unpacked by his employees, not for plated jewellery or other valuables, unless the same shall be specially given to his foreman under seal, and written notice of the value thereof shall have been received by the Contractor prior to the date of removal or the storage or the commencement of packing, nor in respect of any property not set forth and described in the Warehouse Inventory. The Contractor will not under any circumstances be responsible for any loss of keys which should be retained by the Customer.

34. The Customer consents in terms of section 45 of the Magistrate's Courts Act 32 of 1944 to the Contractor taking any legal proceedings for enforcing any of the rights for recovery of moneys to the Contractor, in the magistrate's court for any district having jurisdiction in respect of the Customer by virtue of Section 28(1) of the aforesaid Act. The Contractor nevertheless, at its option, entitles to institute proceedings in the High Court of South Africa which has jurisdiction.
35. The Customer chooses domicilium citandi et executandi at the address reflected on the schedule to which these conditions are attached, and any notice or other document or legal process to be given, sent or delivered shall be regarded as sufficiently given sent or delivered to the Customer if delivered at that address or send by prepaid registered post to that address in which latter case it shall be presumed to have been received on the third day following the date of posting unless the contrary is proved.
36. The nature and amount of any indebtedness of the Customer in terms hereof shall at any time be determined and proved by a written certificate purporting to have been signed by the Contractor, or if the Contractor is a juristic person, by any director, member or manager for the time being of the Contractor, whose capacity or authority of will not be necessary to prove, which certificate shall be binding on the Customer and be prima facie proof, in any legal proceedings against the Customer, of the contents thereof and the fact that such amount is due and payable.
37. The Customer shall pay all legal expenses, and in general all costs, including costs between attorney and client and collection commission, which may arise out of or as a consequence of any claim or demand made, or legal proceedings instituted against the Customer in terms hereof.
38. No agreement varying any of the terms or conditions of these conditions, including variation and/or cancellation will be of any force or effect unless reduced to writing and signed by the Customer and the Contractor.