

# STANDARD CONDITIONS OF AGREEMENT

1. The Customer agrees that (a) this contract represents the entire agreement between the Customer and Seabourne Inxpress (Pty) Ltd (hereinafter called Seabourne Inxpress) and that no alterations or additions to this contract may be effected unless agreed to by both parties, reduced to writing and signed by the Customer and a duly authorised representative of Seabourne Inxpress; (b) that this agreement will govern all future contractual relationships between the parties; (c) it is applicable to all existing debts between the parties; (d) this contract is final and binding and is not subject to any suspensive or dissolutive conditions; (e) any conflicting conditions stipulated by the Customer are expressly excluded; (f) these terms supersede all previous conditions without prejudice to any securities or guarantees held by Seabourne Inxpress and (g) these terms apply to all subcontractors of Seabourne Inxpress.

2.1 This Agreement only becomes final and binding on receipt and acceptance of any order by Seabourne Inxpress at its business address in Pomona.

2.2 Any order only becomes final and binding on receipt and acceptance of any order by Seabourne Inxpress at its business address per 2.1.

3. The signatory hereby binds himself / herself in his / her personal capacity as Shareholder (in the case of a company), Member (in the case of a close corporation) or Owner or Partner as co-debtor jointly and severally for the full amount due to Seabourne Inxpress and agrees that these Standard Conditions will apply in the exact same way to him / her.

4.1 The Customer acknowledges that no representations were made by Seabourne Inxpress in regard to the services or any of its qualities leading up to this contract.

4.2 The Customer agrees that neither Seabourne Inxpress nor any of its employees will be liable for any negligent or innocent misrepresentations made to the Customer.

4.3 It is the sole responsibility of the Customer to determine that the services ordered are suitable for the purposes of intended use.

4.4 The Customer agrees to pay all costs resulting from any acts or omission of the Customer including suspension of work, modification of requirements, failure or delay in giving particular requisite to enable work to proceed on schedule or requirements that work be completed earlier than agreed.

5.1 All quotations will remain valid for the trading month in which the quotation was given.

5.2 All quotations are subject to the availability of the services and the prices quoted are subject to any increases in the cost price, including currency fluctuations, of Seabourne Inxpress or any applicable statutory increases before commencement of services.

5.3 The amount of the increase shall be certified by any independent auditor and such certificate shall be final and binding on the Customer.

5.4 The Customer hereby confirms that the services on any Tax Invoice issued duly represents services ordered by the Customer at the prices agreed to by the Customer and, where performance has already taken place, that the services were inspected and that the Customer is satisfied that these conform in all respects to the quality and quantity ordered and are free from any defects.

5.5 All orders or variations to orders, whether oral or in writing, will be binding and subject to these Standard Conditions of Agreement and may not be cancelled.

5.6 Seabourne Inxpress shall be entitled in its sole discretion to split the performance of the services ordered in the quantities and on the dates it decides.

5.7 Seabourne Inxpress shall be entitled to invoice each performance actually made separately.

5.8 Any delivery note, waybill, air waybill, bill of lading or costing sheet (copy or original) signed by the Customer or a third party engaged to transport the goods and held by Seabourne Inxpress shall be prima facie proof that delivery was made.

5.9 All physical and other services rendered by Seabourne Inxpress on behalf or at the request of the Customer are at the Customer's sole risk. Services carry no guarantee.

5.10 Performance times given are merely estimates and are not binding on Seabourne Inxpress but time is of the essence for performance by the Customer of all obligations owed to Seabourne Inxpress in terms of any agreement.

5.11 If Seabourne Inxpress agrees to engage a third party to transport the goods, Seabourne Inxpress is hereby authorised to engage a third party on the Customer's behalf and on the terms deemed fit by Seabourne Inxpress.

5.12 The Customer agrees to indemnify Seabourne Inxpress against any claims that may arise from such agreement in 5.11 against Seabourne Inxpress.

5.13 The Customer accepts the Trading Terms and Conditions of the South African Association of Freight Forwarders ("SAAFF"), available on request, insofar the SAAFF terms supplement these Standard Conditions and provided that that these Standard Conditions shall apply where they conflict with the SAAFF Trading Terms.

5.14 Seabourne Inxpress deals with goods only on the basis that it is neither a common carrier nor a public carrier.

5.15 Seabourne Inxpress will act solely as the Customers agent in arranging insurance. Seabourne Inxpress will only endeavour to effect any insurance when timely requested by the Customer in writing. Such insurance will be subject to such exceptions and conditions as may be imposed by the insurance company or underwriter taking the risk and Seabourne Inxpress shall not be obliged to obtain separate cover for risks so excluded or separate insurance for separate consignments and may insure any or all consignments under any open or general policy. Should any insurer dispute its liability in terms of an effected policy the Customer shall have recourse against the insurer only and Seabourne Inxpress shall not have any responsibility or liability whatsoever in relation thereto notwithstanding that the premium paid on such policy may differ from the amount paid by the Customer in respect thereof.

5.16 The Customer gives Seabourne Inxpress the right to act in its sole discretion in any manner for the Customers interest or for the public good without incurring any liability in consequence where such action departs from the Customers instructions. Such actions will include disposal.

5.17 Seabourne Inxpress shall have the discretion to choose a tariff rate or premium or declare a liability on behalf of the Customer.

5.18 Seabourne Inxpress shall not be obliged to make any declaration on the nature or value of goods or seek protection or cover or arrange separate handling or storage on the Customer's behalf unless such information and instructions are received in writing.

5.19 The Customer certifies that all information and instructions given are true and comprehensive.

5.20 The Customer certifies that it is the owner or authorised agent of the owner of any goods of which the Customer issues instructions to Seabourne Inxpress and is authorised to bind any authorising owner, sender or consignee to accept the Seabourne Inxpress Standard Conditions.

5.21 The Customer warrants that all goods will be properly, adequately and appropriately packed and loaded in suitable and appropriate unit load devices certified fit for carriage. Seabourne Inxpress reserves the right to inspect the documents or goods consigned by the Customer, to ensure that all documents or goods are capable of carriage to the destination within the standard operating procedures and handling methods of Seabourne Inxpress.

5.22 The Customer authorises Seabourne Inxpress to act as its agent in any action necessary to fulfil the Customers instructions.

5.23 The Customer authorises Seabourne Inxpress to instruct third parties to fulfil instructions on the Customer's behalf without any liability whatsoever to Seabourne Inxpress.

5.24 Seabourne Inxpress shall not without prior written consent accept or deal in bullion, coin, precious stones, jewellery, valuables, antiques, pictures, human remains, livestock or plants.

5.25 Seabourne Inxpress shall not without prior written consent accept or deal in any goods, including radio-active materials, which may be or become dangerous, inflammable or noxious, or which by its nature may injure, damage, taint or contaminate, or in any way whatsoever adversely affect any person, goods or property, including goods likely to harbour or attract vermin or other pests. The Customer warrants that such goods and its packaging and its covering shall comply with any applicable laws, regulations or requirements and all data required shall be prominently marked on the outside cover of such goods.

5.26 The Customer remains liable for all payments due where it instructed Seabourne Inxpress to collect on its behalf.

5.27 Seabourne Inxpress will not make any assumptions of ownership or control on goods insufficiently marked or insufficiently documented.

5.28 Seabourne Inxpress shall not be liable for any discrepancy in quantity or quality of goods under its instruction.

5.29 The Customer will be liable under all circumstances for any duties, taxes, imposts, levies, deposits or out-lays of whatsoever nature levied by or payable to the authorities, intermediaries or other parties at any port or place for or in connection with the goods and whether at the time of entry and/or at any subsequent time, and for any payments, fines, penalties, expenses, loss or damage or whatsoever incurred or sustained by Seabourne Inxpress in fulfilling its instruction.

5.30 The Customer will remain liable for the full and correct amount of any charge or fee whatsoever notwithstanding incorrect invoicing by Seabourne Inxpress.

5.31 The Customer indemnifies and holds harmless Seabourne Inxpress in respect of any claims of a General Average nature which may be made against Seabourne Inxpress and the Customer shall provide such security as may be required by Seabourne Inxpress in this connection.

6.1 No claim under this contract will arise unless the Customer has, within 7 days of the alleged breach or defect occurring, given Seabourne Inxpress 30 days written notice by prepaid registered post to rectify any defect or breach of contract.

6.2 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 Seabourne Inxpress from the Customer, sender, owner, consignee, importer or the holder of the bill of lading or their agents, if any, for present and past debts and Seabourne Inxpress will be entitled to retain or realise such pledges as it deems expedient at the value as determined in 15. The sworn or realised value of pledged goods will be offset against the Customer's debts and any remaining balance will be paid to the Customer.

6.3 "Goods" means any goods handled, transported or dealt with by or on behalf of Seabourne Inxpress or which come under the control of Seabourne Inxpress or its agents, servants or nominees on instruction of the Customer and includes any container, transportable tank, flat pallet, package or any other form of covering, packaging, container or equipment used in connection with or in relation to such goods.

7.1 Under no circumstances will Seabourne Inxpress or any of its directors, servants or employees be liable for any consequential damages including loss of profits or for any delictual liability of any nature whatsoever.

7.2 The liability of Seabourne Inxpress shall be limited to the payment by Seabourne Inxpress by way of damages of a sum not exceeding ZAR 50.00 or its equivalent per consignment. Other liabilities (if applicable) will be limited to the Airway Bill as per the Warsaw convention (Air transport) or the Bill of Lading (Ocean transport).

8. Delivery of the services to the Customer shall take place at the place of business of Seabourne Inxpress

9. The Customer agrees that the amount contained in a Tax Invoice issued by Seabourne Inxpress shall be due and payable unconditionally at the offices of Seabourne Inxpress (a) cash on order; or (b) if the Customer is a Credit Approved Customer, within 30 days from the end of the month in which a Tax Invoice was issued by Seabourne Inxpress.

10.1 The Customer has no right to withhold payment for any reason whatsoever and agrees that no extension of payment of any nature will be extended to the Customer and any such extension will not be applicable or enforceable unless agreed to by Seabourne Inxpress, reduced to writing and signed by the Customer and a duly authorised representative of Seabourne Inxpress.

10.2 The Customer is not entitled to set off any amount due to the Customer by Seabourne Inxpress against this debt.

10.3 All discounts shall be forfeited if payment in full is not made on the due date.

11.1 The Customer agrees that the amount due and payable to Seabourne Inxpress may be determined and proven by a certificate issued and signed by any director or manager of Seabourne Inxpress, whose authority need not be proven or by any independent auditor. Such certificate shall be binding and shall be prima facie proof of the indebtedness of the Customer.

11.2 Any printout of computer evidence tendered by any party shall be admissible evidence and no party shall object to the admissibility of such evidence purely on grounds that such evidence is computer evidence or that the requirements of the Electronic Communications and Transactions Act 25 of 2002 have not been met.

12.1 The Customer agrees that interest shall be payable at the maximum legal interest rate prescribed by the National Credit Act 34 of 2005 if that Act is applicable, or at double the repo-rate as declared by the Reserve Bank from time to time if that Act is not applicable, on any moneys past

due date to Seabourne Inxpress and that interest shall be calculated daily and compounded monthly from the date of acceptance of the order.

12.2 The Customer expressly agrees that no debt owed to Seabourne Inxpress by the Customer shall become prescribed before the passing of a period of six years from the date the debt falls due.

13. The Customer agrees that if an account is not settled in full (a) against order; or (b) within the period agreed in clause 9 above in the case of a Credit Approved Customer; Seabourne Inxpress is: (i) entitled to immediately institute action against the Customer at the sole expense of the Customer; or (ii) to cancel the agreement and take possession of any goods deliverable to the Customer and claim damages. These remedies are without prejudice to any other right Seabourne Inxpress may be entitled to in terms of this agreement or in law.

14. A Credit Approved Customer will forthwith lose this approval when payment is not made according to the conditions of 9 (b).

15. In the event of cancellation, the Customer shall be liable to pay all other costs incurred in gaining possession of the goods. The value of possessed goods or retained pledged goods will be deemed to be the value placed on them by any sworn valuator after such possession and such valuation will be conclusive proof of the value.

16.1 The Customer shall be liable to Seabourne Inxpress for all legal expenses on the attorney-and-own-client scale incurred by Seabourne Inxpress in the event of (a) any default by the Customer or (b) 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 Seabourne Inxpress may demand.

16.2 The Customer agrees that Seabourne Inxpress will not be required to furnish security in terms of Rule 62 of the Rules of Court of the Magistrate's Courts or in terms of Rule 47 of the Law of the Supreme Court 59 of 1959.

17. The Customer agrees that no indulgence whatsoever by Seabourne Inxpress will affect the terms of this agreement or any of the rights of Seabourne Inxpress and such indulgence shall not constitute a waiver by Seabourne Inxpress in respect of any of its rights herein. Under no circumstances will Seabourne Inxpress be estopped from exercising any of its rights in terms of this contract.

18. Seabourne Inxpress shall have the right to institute any action in either the Magistrate's Court or the Durban and Coastal Division of the High Court at its sole discretion. These South African courts shall have exclusive jurisdiction in any litigation between the parties arising from whatsoever source.

19.1 Any document shall be deemed duly presented to and accepted by the Customer (i) within 5 days of prepaid registered mail to any of the Customer's business or postal addresses or to the personal address of any director, member or owner of the Customer; or (ii) within 24 hours of being faxed to any of the Customer's fax numbers or any director, member's or owner's fax numbers; or (iii) on being delivered by hand to the Customer or any director, member or owner of the Customer; or (iv) within 48 hours if sent by overnight courier or (v) within 7 days of being sent by surface mail; or (vi) within 24 hours of being e-mailed to any e-mail address provided by the Customer.

19.2 The Customer chooses its address for any notification or service of legal documents or processes as the business address or the physical addresses (domicilium citandi et executandi) of any Director (in the case of a company), Member (in the case of a close corporation) or of the Owner(s) or Partner(s).

19.3 The Customer undertakes to inform Seabourne Inxpress in writing within 7 days of any change of Director, Member, Shareholder or Owner or address or 14 days prior to selling or alienating the Customer business and failure to do so will constitute a material breach of this agreement.

19.4 The Customer hereby consents to the storage and use by Seabourne Inxpress of the personal information that it has provided to Seabourne Inxpress for establishing its credit rating and to Seabourne Inxpress disclosing such information to credit control companies, banks and other institutions involved in rating credit. The Customer agrees that Seabourne Inxpress will not be held liable for the good faith disclosure of any of this information to such third parties and that no further specific consent needs to be obtained for the transfer of such information to a specific third party.

19.5 The Customer hereby consents that Seabourne Inxpress can provide personal information of the Customer to third parties, if the Customer has indicated Seabourne Inxpress as a trade reference to third parties and the Customer agrees that Seabourne Inxpress will not be liable for the good faith disclosure of any of this information to such third parties.

19.6 The Customer hereby agrees that the credit facility is a variable credit facility and that Seabourne Inxpress shall be entitled to increase its credit limit from time to time.

19.7 If it comes to the attention of Seabourne Inxpress that an application for liquidation against the Customer is being made or that the Customer's financial position has deteriorated since the last approval of its credit by Seabourne Inxpress, then Seabourne Inxpress shall be entitled to retain any shipment or property of the Customer in its possession until full payment has been made by the Customer on all outstanding amounts.

20. The Customer agrees to the Standard Rates of Seabourne Inxpress for any services rendered, which rates may be obtained on request.

21. Each provision of this Agreement is severable from the other provisions. Should any provision be found to be invalid or unenforceable for any reason, the remaining provisions of this Agreement shall nevertheless remain binding and continue with full force and effect. The invalidity of any part of this contract will not affect the validity of any other part.

22. Any order is subject to cancellation by Seabourne Inxpress due to acts of God or any circumstance beyond the control of Seabourne Inxpress, including (without restricting this clause to these instances): inability to secure labour, power, materials or supplies, war, civil disturbance, riot, state of emergency, strike, lockout, or other labour disputes, fire, flood, drought or legislation.

23. Any order is subject to cancellation if the Customer breaches any term of this contract or makes any attempt of compromise, liquidation, sequestration, termination or judgement is recorded against the Customer or any of its principals.

24. The Customer agrees that Seabourne Inxpress will be immediately and irrevocably released from any contractual damages and penalty obligations should any event in clause 22 or 23 occur.

25. This Agreement and its interpretation are subject to South African law.