

## STANDARD TRADING CONDITIONS ACT LOGISTICS (PTY) LTD (updated 2024)

### 1. Interpretation in Compliance with Section 22 of the CPA 68/2008

- 1.1** “ACT Logistics (Pty)Ltd” and “Sub Contractor” shall mean the Company and include any sub-agent, agent, independent contractor, holding/ subsidiary/ affiliate, or another company of ACT and shall be referred to as ACT for purposes of this agreement.
- 1.2** “Client/Sender/Customer” shall mean/include the owner of the goods, the possessor, the consignee/or and any person who has any interest in such goods or their receipt (whether contingent or otherwise) and be referred to as Client for purposes of this Agreement.
- 1.3** “The Goods” shall mean and include any envelope, container, package, pouch, box or covering in which the goods to be consigned are contained.
- 1.4** POD shall mean “Proof of delivery” written or by electronic means”.
- 1.5** “Service” will mean the work performed by ACT for the direct or indirect benefit of the client, collection delivery or other.
- 1.6** “Credit Limit” will mean a credit facility that meets all the criteria as set out in Section 8(3) of the National Credit Act 34 of 2005
- 1.7** “Lien” in this agreement means the right of the ACT to keep possession of the property belonging to the Client/Sender until the Client/Senders debt to ACT has been discharged.
- 1.8** “Pledge” in this agreement means the property given by the Sender/Client to the ACT, which also serves as security for the fulfilment of this here-said agreement as well as for payment of the debt to the ACT, which is then liable to forfeiture in the event of breach of the aforementioned by Sender/Client.
- 1.9** For purpose of this agreement in terms of legislation the following:  
NCA will mean National Credit ACT 34 of 2005, and  
NCR will mean National Credit Regulation of 2006, and  
CPA will mean Client Protection ACT 68 of 2008, and  
CPR will mean Client Protection Regulation of 2011, and  
POPIA will mean Protection of Personal Information ACT 4 of 2013
- 1.10** Domicile citandi executandi means address of the parties to this agreement.
- 1.11** The singular includes the plural and vice versa
- 1.12** Headings in this agreement are for convenience only and are not to be considered when interpreting this agreement.
- 1.13** A natural person shall impart and include artificial persons (juristic persons) and vice versa.

### 2. INTRODUCTION

- 2.1** These terms and conditions –
- 2.1.1** re an integral part of the Service to be provided by ACT.
- 2.2** **All business (including the giving of advice or information to or any other dealings with the Client) is undertaken by ACT (whether a fee is charged or not) subject to these terms and conditions.**
- 2.3** This contract shall become binding on all parties in this agreement upon signature of the Facility agreement and/or the waybill, or by submitting the electronic waybill.
- 2.4** The contract, however, in terms of becoming binding, all the parties thereto as set out under clause 2.2, will rest on the suspensive condition that such binding will only become effective on the date and time when the contract to forward the goods is accepted by ACT.

### 3. SERVICE

#### 3.1 ACT –

- 3.1.1** shall provide the Services in accordance with the Agreement.
- 3.1.2** shall select the method of transport, carriage, and handling to be used for the provision of the Service or any aspect thereof.

**3.1.3** does not guarantee that the Clients request for special conditions or special delivery instructions will result in any specific method being employed.

**3.2** CLIENT acknowledges and agrees that –

**3.3** ACT (as the case may be) –

**3.3.1** will do all that it reasonably can to meet the stipulated dates and time for the Service.

**3.3.2** cannot be responsible for failure to perform or delays in performance of the Service due to force majeure events.

**3.3.3** will not be liable to the Client for any loss arising from any failure or delay in performance of the Service resulting from force majeure events.

**3.3.4** will use reasonable endeavours to continue to perform in terms of this Agreement as soon as performance becomes possible.

**3.3.5** Undertake to give the Client timely notice of any unavoidable delays.

**3.3.6** All goods accepted by ACT are dealt with subject to the condition stipulated by carriers, warehouse man, government departments and all other parties into whose possession or custody the goods may pass, or subject to whose authority they may at any time be in/under.

### 4. DELIVERY

**4.1** Subject to this Agreement, ACT agrees to receive and arrange for the provision of the Service to the Consignee in accordance with the **information typed or written on ACT’s Waybill, electronic or hard copy** or return of the Shipment to the Client/Sender (or its nominee) when the Shipment was not delivered to the Consignee.

**4.2** **The Client/Sender shall be obliged to give any instructions to ACT timeously and in writing** to afford ACT reasonable opportunity of complying with any such instructions, but ACT shall be entitled, but not obliged to act on oral instructions alone.

**4.2.1** If there is conflict between oral and written instructions, ACT shall determine the course to be adopted in its sole discretion, having regard to the Sender’s known requirements, if any.

**4.2.2** Notwithstanding that ACT may purport or attempt to act on any instructions, no liability shall attach to ACT for a failure (whether negligent or otherwise) to comply with or perform such instructions.

**4.2.3** ACT will be entitled to recover its charges and/or expenses including those incurred in acting in terms hereof. ACT herewith confirms that any such unilateral decisions within its sole discretion would be taken bearing in mind the CPA section 48(2)(a) read with the CPR regulation 44(3)(i) and (4)(c)(iv), when and if applicable.

#### 4.3 Attempted deliveries.

**4.3.1** Notwithstanding anything to the contrary herein contained, should ACT fail to effect delivery of any shipment, ACT shall be intitled to payment as a result of the client furnishing ACT with the incorrect delivery address, or the consignee not being available at the time of delivery, or consignee refusing to accept the shipment.

**4.3.2** In the event that the shipment must be returned to sender, the Client shall be liable for all costs incurred in the return or the goods.

**4.3.3** Should the client request ACT to re-deliver on an attempted delivery, an Incity charge will be levied to the Client.

**4.4** Unless otherwise agreed in writing and signed by ACT, no other instructions, whether verbal or written shall be binding on ACT.

#### 4.5 A service under this Agreement shall be deemed to have started when:

**4.5.1** the Shipment has been received into ACT’s physical possession.

**4.5.2** a signed copy of the waybill acknowledging acceptance by ACT and signed by the Client, or a pre prepared barcode label printed by the Client off the online portal is attached to the shipment.

**4.6** The Client is responsible for ensuring that the person signing the waybill or using the online portal for such receipt is expressly authorized to do so.

- 4.7 **A POD shall be sufficient evidence that the Shipment was delivered in accordance with the Agreement, in good order and condition, in an intact form, without any Loss and shall further constitute final and absolute release of all undertakings and obligations of ACT.**
- 4.8 Pending forwarding and delivery, ACT shall be entitled to warehouse or otherwise deal with the goods at any place at the Sender's sole risk and expense taking into regard the Client's right to fair and honest dealings as set out in Part F of the CPA
- 4.9 Unless agree in writing by ACT to the contrary, any delivery times indicated by ACT or estimates of the times of delivery shall not bind ACT to affect such times, with due regard to the CPA sections 19(2) and 41(3) (d) read with the CPR regulation 443) (p), specifically, but not limited to, reasonable time periods for performance.
- 5. CLIENT WARRANTIES AND OBLIGATIONS**  
The Customer expressly warrants that –
- 5.1 **The Client is duly authorized to enter into this Agreement.**
- 5.2 **The Client is the owner, possessor, being the authorized representative of the owner of the goods.**
- 5.3 That as part of qualifying for a facility with ACT, the asset value and annual turnover of the business in Rand combined with the asset value of all related juristic persons is more than R1 000 00.00 and that the NCA is not applicable to this agreement.
- 5.4 The client has duly supplied on the face of the ACT House Airwaybill all particulars, the nature of the goods and all necessary information required to comply with applicable laws and rulings or requirements of ACT or any carrier.
- 5.5 **In the event of the client being a private company, closed corporation, trust or other legal entity, ACT shall procure that the surety/ies named in the ACT Facility application bind him/her/ themselves jointly and severally as surety and co-principal debtor/s to ACT for the due fulfilment by the Client of all terms and conditions of this agreement.**
- 6. PACKAGING AND CONTENTS OF THE SHIPMENT**
- 6.1 The goods have been properly and sufficiently packed and/or prepared for carriages. ACT shall not be liable for any scratching, chipping, denting, or marring of the goods, or for mechanical, electrical, or electronic derangement unless it is caused by visible violent external means and taking into regard the CPA section 51.
- 6.2 The goods are Packaged, sealed, addressed, and labelled and packed so that the good enclosed therein will not be susceptible to damage during the transport thereof by land sea or air.
- 6.3 With reference to 6.1 and 6.2; ACT collects sealed packages; the contents and value of goods are unknown to ACT. (Refer to Exclusions, Limitations of Liability clause).
- 6.4 **The Client acknowledges and agrees that ACT shall not be under any obligation to check the contents, packaging, sealing, addressing, or labelling of the goods.**
- 6.5 **Quotations** where given, shall be based on immediate acceptance and shall be subject to withdrawal or revision by ACT based on the **incorrect dimensions and weight** being supplied by the Client during the quote process.
- 6.6 **None of the goods are or may become dangerous, inflammable, radioactive, perishable, noxious or fall within any category of goods listed in the hazardous cargo manual issued from time to time by the International Air Transport Association (IATA) which guidelines are available on iata.org, nor are any such goods by their nature likely or liable to harbour vermin or pests or cause injury or damage to any person, goods or property whatsoever, nor will the goods (or any parts thereof) comprise livestock, Persian carpets, perishable and/or frozen food stuffs, household goods, or personal affects, explosives, arms and ammunition, precious metals and stones, bullion, specie, money and jewellery, antiques and works of art, motor vehicles, liquor, wine and cigarettes, and the Client hereby acknowledges that he/she/it has taken cognisance of the requirements and liabilities accordingly as set out within the CPA sections 53(1)(c) and (d), 58(2), 61 and 65(2) and with specific reference to section 18 of the CPA dealing with gross negligence on the side of the Client;**
- 7. INTERNATIONAL FORWARDING/CLEARING**
- 7.1 The client agrees that - In the case of International Forwarding, to disburse such amounts on behalf of the Sender as may be agreed with such third party with ACT within its sole discretion. ACT shall be entitled in addition to its charges, to recover such amounts disbursed from time to time, from the Sender. ACT shall not be liable to the Sender in respect of any additional charges incurred on behalf of the Sender by reason of the means, route or procedure adopted by ACT (whether negligently or otherwise) or by reason of the fact that a saving might have been effected had some other means, route or procedure been adopted but shall be entitled to recover any such additional charges from the Sender, taking into regard that ACT at all times will adhere to the Client's right to fair and honest dealings as set out in Part F of the CPA;
- 7.2 ACT shall not be liable for any duties taxes or other charges raised by Customs or Revenue for shipments incurring these charges either Locally, Cross border or internationally.
- 8. SERVICE COSTS AND PAYMENT**
- 8.1 Service Costs
- 8.1.1 The Client retains ultimate responsibility and liability for all Service Costs, notwithstanding that any or all such Service costs might be payable by the consignee.
- 8.1.2 ACT shall be entitled to amend its Service costs from time to time by giving reasonable prior notice to the client.
- 9. CHANGE IN LAW AND MARKET CONDITIONS**  
ACT has the right to change any Client's rates, quotations, surcharges, and other related charges as a result of changes in law and market considerations (Nationally and Internationally).
- 10. PAYMENT**
- 10.1 The full outstanding service costs shall be paid strictly 30 days from date of statement as per the Application for facility and shall be paid by means of electronic transfer without any deduction or set-off directly into ACT bank account which details appear on the statement and the invoice.
- 10.2 Any disputes that arise cannot be off set against service costs due on the **30-day facility**. The Client specifically acknowledge that it shall not be entitled at any stage to withhold any payment or to deny any obligation or responsibility in terms of this agreement as a result of any claim, complaint or investigation or any claim or complaint or the processing of any claim or complaint which may have resulted from the use of the Company's products and or services.
- 10.3 **The Client has to refer any dispute to ACT in writing within 5 business days of date of statement.**
- 10.4 Should the disputed statement, as presented for payment, not be address with ACT it is accepted by ACT and the Client to be correct.
- 11. Value added tax**  
The Customer acknowledges and agrees that –
- 11.1 it shall be liable to pay VAT on the Service Costs and other amounts payable in terms of this Agreement together with payment of such amounts payable to ACT.
- 11.2 Should this Agreement be applicable prior to the imposition of any increase in the rate of VAT by the relevant authority, then all amounts payable shall be subject to variation in accordance with the provisions of Section 67 of the Value Added Tax Act, it being recorded and agreed that ACT shall receive the same Service Costs and any other amounts payable after payment of VAT, regardless of the rate at which VAT is payable.
- 12. LIEN, PLEDGE AND ADDRESS OF SERVICE**  
Without prejudice to any of its other rights, **ACT shall have a lien over all the goods for invoiced charges**, not disputed as per 10.3 and exceeding the given payment terms. If any goods have not been collected or accepted by the consignee within a reasonable time but not exceeding 30 days after the tender thereof (and for the purpose thereof notification to the consignee of the fact that the goods are available for collection or that ACT is willing to deliver the goods, shall be deemed to be a good and sufficient tender):
- 12.1 ACT will notify the Sender at its domicilium citandi executandi and.
- 12.2 unless the Sender shall give ACT instructions to redeliver the goods at the Senders expense, ACT shall be entitled and authorized irrevocably and in rem suam to sell or dispose of the goods and to retain from the proceedings, the outstanding amounts due including legal, debt collection or other fees, charges raised from having to dispose of the goods. Any balance shall be held by ACT on behalf of the Sender until collected by the Sender, and subject to any governing laws, specifically pertaining to section 652 of the CPA 68 of 2008
- 12.3 ACT shall be entitled, and the Sender hereby authorizes ACT to retain in rem suam and by way of pledge any goods delivered to or

- collected by ACT by/from the Sender, whether for forwarding or as a security for the payment of any amounts or the discharge of any obligations owing by the Sender to ACT from time to time, and, which have been timeously paid or discharged by ACT.
- 12.4 ACT shall further be entitled to sell any of the pledged goods in rem suam on such terms and conditions as ACT may deem fit, and, to retain so much of the proceeds of such sales as shall be sufficient to extinguish all amounts then owing by the Sender to ACT, provided that ACT shall not exercise its right to sell unless and until it shall have given the Sender seven (7) business days prior written notice of its intention to sell the pledged goods and, if the Sender fails within such period to pay his/her/its debts or discharge his/her/its outstanding obligations to ACT, ACT shall not incur any liability to the Sender for any loss or damage suffered by the Sender arising out of the operation of this clause.
- 13. CESSION OF RIGHTS**  
ACT shall be entitled to cede its rights under the Agreement to any third party by giving the Customer 30 (thirty) days' written notice of such intention and without the written approval or consent of the Customer.
- 14. TERMINATION OF THE AGREEMENT**  
The Client may cancel or terminate this Agreement at any time by paying an amount ("settlement amount" equal to the aggregate of –
- 14.1 the unpaid balance of the outstanding amount on the Clients account(s) with ACT as at that date ("settlement date"); and
- 14.2 All other Service Costs due or payable by the Client in terms of this Agreement up to and including the settlement date.
- 14.3 ACT may cancel or terminate this Agreement at any time. Upon termination of the Agreement by ACT the Client must pay ACT upon demand –
- 14.3.1 the unpaid balance of the outstanding amount on the Clients account(s) with ACT as at the date of termination.
- 15. BREACH**  
In the event of either party being in breach of any of the terms of this agreement and failing to remedy such breach within a period of ten days after receipt by it of a written notice requiring such breach to be remedied, the party aggrieved thereby shall be entitled, without prejudice to any other rights which it may have in terms of this agreement or law, to:
- 15.1 cancel this agreement and claim and recover damages: or
- 15.2 keep this agreement in force and recover such damages as it may be suffered as a result of such breach.
- 15.3 Claim specific performance of the terms of this agreement as well as such damages which it may have suffered.
- 15.4 Suspend the delivery and provision of services
- 15.5 Enforce and security/surety furnished in respect of this agreement.
- 16. GENERAL**
- 16.1 Sole Agreement**  
No Party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein. This Agreement supersedes and replaces all prior agreements, commitments, undertakings, or representations, whether oral or written, between the parties in respect of the subject matter hereof.
- 16.2 Amendment**  
No addition to, variation, or consensual cancellation of this Agreement shall be of any force or effect unless in writing and signed by or on behalf of the Parties.
- 16.3 Severability**  
If any provision hereof is held to be unenforceable by any court of Law, such provision shall be severable from this Agreement and shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.
- 16.4 Governing Law**  
These Terms shall in all respects (including its existence, validity, interpretation, implementation, termination, and enforcement) be governed by the Laws of the RSA which is applicable to agreements executed and wholly performed within the RSA.
- 16.5 Costs for legal recovery of payment**  
In the event that ACT secures the services of an attorney or a debt collecting agency or tracing agent or electing to institute legal proceedings against the customer for the recovery of any amounts due and payable in terms of this agreement, ACT shall be entitled to recover from the client all such costs in securing such services and taking any such action inclusive of collection commission and costs on an attorney and own client scale.
- 16.6 Waiver**  
No indulgence which any Party may grant to another shall constitute a waiver of any of the rights of the grantor, who shall not thereby be precluded from exercising any rights against the grantee which may have arisen in the past or which might arise in the future.
- 16.7 Writing**  
All notices, consents, advice, or other communication by any Party to the other of them, shall be in writing and signed by the relevant party, and unless in writing and signed, shall be deemed not to have been given or made. For such purpose "writing" shall be deemed to include telefacsimile and email communications.
- 16.8 Consents**  
Wherever any provision in this Agreement requires any Party's consent, such consent shall only be valid and binding on the parties if it is obtained beforehand and is in writing.
- 16.9 Successors-in-title**  
Without prejudice to any other provision of this Agreement, any successor-in-title, including any executor, heir, liquidator, judicial manager, curator, trustee, or business rescue practitioner, of either party shall, to the extent permissible in Law, be bound by this Agreement.
- 16.10** The Client consents in terms of Section 45 of the Magistrate's Courts act of 1944 (or any similar section in an act replacing that act) to the jurisdiction of the Magistrate's Court for the purposes of any proceedings in terms of or incidental to this agreement, provided that ACT at its option, shall have the right to institute proceedings in any division of the High Court having jurisdiction, and in the event of ACT electing to institute proceedings in the High Court, then the costs shall be determined on the scale applicable to the Court.
- 16.11** A certificate signed by ACT accountant/auditor shall be proof sufficient to show the amount of indebtedness owing by the Client to ACT.
- 17. CONFIDENTIALITY (POPI ACT)**
- 17.1** Either party may need to provide, collect, use, store, or process personal information of the other party. Each party hereby authorises the other where the need arises and this shall only be done by each party in compliance with the South African Protection of Personal Information (POPI) Act, in accordance with the lawful and reasonable instructions of the party providing the personal information and as is necessary for the purpose of this agreement.
- 17.2** All contents of the agreements are regarded as confidential information and shall be safeguarded and strictly treated as private information, confidential and secret. The parties agree not to disclose any confidential information to public sources, including posts on social media, prior to consultation with the other party.
- 17.3** Failing which, failure to comply with the POPI act, will result in:
- 17.3.1** An Infringement notice, from the regulator specifying a fine amount up to R 10 million or 10 years in jail, depending on the severity.
- 17.3.2** Should the Company allege that the damages are of the amount higher than the fixed value, such amount shall take precedence; or
- 17.3.3** Should the Company be of the opinion that damages would not be an adequate remedy for breach of the provisions of this clause, the Company shall be entitled to seek remedies by way of an interdict or any other equitable relief for any threatened or actual breach of this clause.
- 17.4** For the avoidance of doubt, the obligations of liability contained in this agreement will continue to apply to any retained confidential information.
- 18. INSURANCE**  
**ACT IS NOT A REGISTERED INSURANCE BROKER AND THEREFORE IS BY LAW FORBIDDEN FROM ON SELLING INSURANCE TO THE CLIENT. THE CLIENT MUST ENSURE THAT THEY HAVE SUFFICIENT INSURANCE COVER FOR THE VALUE OF THE GOODS BEING SENT.**

18.1 Should the Client not have Goods in transit insurance in place, ACT may refer the client to an Insurer who could provide such insurance to the Client if so requested by the Client.

## 19. EXCLUSIONS AND LIMITATIONS OF LIABILITY

- 19.1 ACT will be **liable** to the Client; **for physical, direct losses and damages** in respect of the goods, if such physical direct losses or damages are caused directly by the **negligence or fault**-based conduct or omissions of ACT, from the time that ACT takes possession of the goods until the time that ACT correctly delivers the goods to the designated consignee and receives a POD, to a maximum of R5000.00 per consignment.
- 19.2 Should ACT and the Client agree to ACT increasing its liability in a Service Level Agreement (SLA), ACT's liability to the Client will be limited to the maximum value agreed to in the SLA, the clauses in the SLA will override the ACT standard trading conditions.
- 19.3 Notwithstanding the provisions of clauses 18 and 19 it is recorded that ACT's liability to the Client in respect of Goods in its care shall:
- 19.3.1 terminate on a bona fide delivery to the consignee nominated by the Client unless the consignee or Client, at the time of delivery, brings to the attention of ACT in writing the loss or damage to the Goods within 7 (seven) days addressed to [claims@myact.co.za](mailto:claims@myact.co.za). The maximum liability assumed by ACT shall be R5 000.00.
- 19.3.2 Be limited to the lesser of the value declared for carriage by the Client to ACT prior to collection in writing and agreed to by ACT or the amount of actual loss not exceeding the agreed value. If no value is declared by the Client, the maximum liability assumed by ACT shall be R5000.00 (five thousand rand) per waybill.
- 19.3.3 Be confined to the cost of repair or replacement of lost or damaged Goods to a maximum of R5000.00; and ACT takes no responsibility for consequential losses of any kind.
- 19.4 **ACT's responsibility as described in clause 19.2 will be underwritten by means of a Goods in Transit policy and ACT and the Client shall be bound by the terms and conditions thereof.**
- 19.5 Notwithstanding anything to the contrary herein contained, and to the extent permitted by Law, **in no event shall ACT be liable under any circumstances whatsoever in respect of the goods for;**
- 19.6 Incidental, indirect, exemplary, punitive, and consequential damages, lost profits (fines, demurrage, penalties), business interruption, including non-performance, delays or Acts of God, earthquakes, abnormal weather, fires, floods, and other acts of whatever nature, out of the control of ACT.
- 19.7 **ACT does not know the nature and value of the goods it receives for carriage.** Accordingly, ACT is entitled to assume that all goods handed to them for carriage are **valued at R5000.00 or less than R5 000.00.**
- 19.8 **ACT's liability** to the Client for physical direct loss or damage to the goods referred to in 19.1 is also subject to the **exclusions** set out in the **"Institute Cargo Clauses A and Strikes (Cargo) Clauses"** issued by the London Institute Underwriters as amended by them from time to time. As well as the exclusions listed on the back of the ACT Waybill and excludes amongst others: Alcohol high content, Antiquities of any description, artwork, paintings, frames and framed commodities, bank and or treasury notes, bonds, bullion, cash, travellers cheques, vouchers of any description, money, sim cards, prepaid cards, securities, specie, stamps, bulk cargo of any form, cellular phones and accessories, iPad, iBook's or any mobile electronic devices, any device containing lithium batteries, car batteries, gel batteries, cigarettes, tobacco and tobacco products, gold, silver, watches, precious stones, jewellery, precious metals and, glass and glass products, dangerous/ hazardous goods, Explosives, ammunition, weapons and all livestock. Solar panels, solar lithium or gel batteries, and any solar accessories. Household goods and personal effects are deemed as 2<sup>nd</sup> hand and are therefore not insurable.
- 19.9 If ACT is liable to pay any amount to the client for loss or damage in terms of the preceding clauses, then ACT shall have the **right of salvage** in respect of those goods, and the client shall be obliged to reasonably assist ACT to exercise such salvage right.
- 19.10 Notice of any Claims by the Client against ACT must be received by ACT in writing not later than 7(seven) days after such incident arose, to [claims@myact.co.za](mailto:claims@myact.co.za) failing which such claim shall ipso facto lapse and become unenforceable.
- 19.11 **Any goods stored in ACT warehouses must be insured by the Client.** ACT is not liable for any losses incurred whilst goods are in storage. No SLA can override this clause.

20. **FREIGHTGUARD SERVICE GUARANTEE TERMS AND CONDITIONS – please see [www.myact.co.za](http://www.myact.co.za)**

## 21. DANGEROUS GOODS

ACT DOES NOT ACCEPT ANY DANGEROUS GOODS FOR TRANSPORT. Should any shipment contain any dangerous and hazardous goods and are handed to ACT undeclared, the Client indemnifies ACT against any liability, loss, expenses, damages, costs, interest, or fines of any nature whatsoever which:

20.1 ACT may sustain or incur as a result of:

20.1.1 The Sender refusing and/or neglecting to declare any dangerous and hazardous goods as governed by Part 92 of the International Air Transport Association.

20.1.2 The sender Acknowledges and confirms that it is a criminal offence to falsely declare or to declare incorrectly.

20.2 The Client acknowledges and takes note of hazardous goods as dealt with in the Client Protection Act 68 of 2008 read with the Client Protection Regulations of 2011 as follows and confirms as far as it is applicable for ACT to adhere thereto:

Dangerous goods as per Part 92 includes the following:

- Explosives / Non-Flammable Gas
- Flammable liquid including sanitiser/ Flammable Solids
- Oxidizer
- Toxic and Infectious Substances
- Radioactive Materials
- Corrosives
- Miscellaneous

## 22. DATE OF BECOMING BINDING ON THE PARTIES

22.1 are being applied for by the Client.

22.2 In any other dealings with ACT this here-said Standard Trading Conditions will become binding on the parties to this agreement with immediate effect as on the date of signature of the Facility application which refers to the acknowledgment of these Standard Trading Conditions or the date of completing the waybill written or electronic.

## 23. PANDEMIC WAIVER

The Sender warrants that all goods being sent during the extraordinary lock down measures in terms of the Disaster Management Act are essential as defined in the Act and regulations thereto as amended from time to time. The Sender indemnifies and agrees to hold harmless ACT from any and all damages arising from or in connection with the transporting items that may or may not be deemed Essential. Any items that are found to be non-essential shall not be delivered until such time as the Company may lawfully do so and such consignments may accrue storages fees in the sole discretion of the Company.

## 24. DOMICILE ADDRESS

The parties hereto choose the following addresses as the address for serving of legal notices for all purposes of and in connection with this

Agreement –

23.1 ACT LOGISTICS PTY LTD 50A Junction Rd, Parow Industrial, 7493, RSA

23.2 Client at the Clients address stated on the Facility Application/Waybill

23.3 Any notice given, or payment made by either party to the other ("addressee") which is delivered by hand between the hours of 09:00 and 17:00 on any Business Day to the addressee's physical address for the time being shall be deemed to have been received by the addressee at the time of delivery.