



## TERMS AND CONDITIONS OF TRANSPORTATION

1 **WHEREAS** the Customer wishes to obtain a credit facility in respect of services rendered to the Customer by the Company.

2 The Customer warrants that by entering into these terms and conditions it has the authority to do so on its own behalf and on behalf of its Subsidiaries (as defined below), if and to the extent credit granted extends to such Subsidiaries.

**NOW THEREFORE** the parties agree as follows:

### 3 **DEFINITIONS**

In this agreement, unless expressly stated or when the context requires a different interpretation, the following words shall have the meanings ascribed to them as set out below:

- 3.1 **"the agreement"** means this agreement, including the application on the face hereof, and any annexures referred to in this agreement, annexed hereto, and duly signed by the parties;
- 3.2 **"the application"** means the schedule of details appearing on the face of this agreement;
- 3.3 **"business day"** shall mean a normal business day from 7am to 4pm excluding weekends and public holidays;
- 3.4 **"the Customer"** shall mean the entity described in the application;
- 3.5 **"the commencement date"** shall mean the date of written approval, by the Company of the application;
- 3.6 **"the credit limit required"** shall mean the credit limit required by the Customer, as stipulated in the application and approved by the Company;
- 3.7 **"Company"** shall mean **Specialized Transport Lda**;
- 3.8 **"the Goods" / "the Cargo"** shall mean the goods or Cargo indicated on any of the Company's/Customer's forms, quotations, delivery notes, notifications and invoices, including Fuel and OOG;
- 3.9 **"the payment period"** shall mean the period for payment of the credit limit required, as approved by the Company and indicated in the application;
- 3.10 **"credit"** the Customer agrees and undertakes to pay to the Company all charges within the Credit Period.
- 3.11 **"excluded charges"** the Customer must note that no credit is granted for any of the excluded charges, as set out in writing hereinabove or by the Company from time to time, which are payable by separate payment and invoice terms.
- 3.12 **"currency"** all charges shall be paid in United States Dollars or at the Company's option in its equivalent in the currency/ies applied in the relevant invoice(s) to the Customer.
- 3.13 **"full payment"** of charges shall not be effective until the amount of the payment is unconditionally and irrevocably transferred to and at the effective disposal of the Company in cleared funds.
- 3.14 **"Subsidiaries"** is any entity that the Customer has authority to enter into agreements on their behalf and that the Customer controls, directly or indirectly at least 50% of the voting share capital of the Subsidiary.
- 3.15 **"Freight Agents"** are any third party that the Customer wishes to appoint to settle charges on its behalf.

### 4 **OVERVIEW**

- 4.1 The Company shall not be a public or common carrier in relation to the carriage forming the subject of these conditions and any goods carried are accepted subject to the conditions contained herein.
- 4.2 All and any business undertaken, including any advice, information or service provided whether graciously or not by the Company is and shall be subject to the conditions hereunder set out and each condition shall be deemed to be incorporated in and to be a condition of this agreement between the Company and the Customer.

### 5 **COMMENCEMENT DATE**

- 5.1 The application is understood to be an offer by the Customer to the Company to enter into a credit agreement.
- 5.2 This agreement will commence and be binding on the parties upon the Company in writing approving and signing the credit application and terms and conditions.
- 5.3 The Customer agrees and understands to be bound by the terms of the agreement as from the date of written approval of the credit application by the Company.

### 6 **PRICE AND RATES**

- 6.1 The cost to transport the goods shall be determined by the Company and will be applicable at the time of dispatch of the goods, regardless of any quotation received before. This will be determined in accordance with **Annexure 1**, Transport Rates and Loss Tolerance.
- 6.2 The Customer will be liable to make payment of any additional charges and third party charges incurred on their behalf including but not limited to:
  - 6.2.1 Shipping line demurrage;
  - 6.2.2 Truck demurrage;
  - 6.2.3 Port handling fee;
  - 6.2.4 Port storage;
  - 6.2.5 Kudumba scanner fee;
  - 6.2.6 Despachante fee;
  - 6.2.7 MCNet fee;
  - 6.2.8 Late documentation fee;
  - 6.2.9 Agency fee;
  - 6.2.10 Pre-trip inspection fee for reefer containers;
  - 6.2.11 Bond fee;
  - 6.2.12 Shunting fee;
  - 6.2.13 Fumigation fee;
  - 6.2.14 Customs inspect fee;
  - 6.2.15 Stripping/Stevedore charges;
  - 6.2.16 Empty lift port;
  - 6.2.17 Tally work;
- 6.3 Prices may, prior to delivery, be increased without prior notice. In the event of such increase a certificate signed by a Member or Manager of the Company, whose authority need not be proved, shall be *prima facie* proof of such increased costs.
- 6.4 An addendum may be annexed to this credit agreement outlining the current rates as at date of application for credit. In the event that same is annexed it is to be treated as a guideline and not as the rate/price granted to the Customer.
- 6.5 The rates and prices provided by the Company are confidential and apply exclusively to the Customer. Any disclosure or communication to third parties of the rates and/or prices shall render them null and void.
- 6.6 Rates include necessary vehicle permits; border permits etc. as known however should amendments to these charges be introduced the Company's rates will be adjusted.
- 6.7 Rates are based on all accurate information being provided by the Customer (dimensions, weights, hazardous and other details).
- 6.8 The Company reserves the right to re-quote after final assessment / inspection (arrival state) of cargo once in the Port.
- 6.9 The rates are subjected to the conditions of the roads, bridges and routes being passable. The Customer may request a RRA (Route Risk Assessment) to be done on the Customer's account.

### 7 **RATE FOR TRANSPORTATION OF FUEL**

- 7.1 Rates are based on payloads as below:
  - 7.1.1 Petrol 43000 liters
  - 7.1.2 Diesel 38600 liters
  - 7.1.3 No product to be left on board, Customer to source alternative offloading point within 20km radius, invoice would be raised against Customer (Cent Per Litre ("CPL" USD Rate).

### 8 **CUSTOMER'S RESPONSIBILITIES FOR TRANSPORTATION OF FUEL:**

- 8.1 The Customer will advise the Company the volumes of goods to be transported for the duration of this agreement and relevant routes;
- 8.2 The Customer will provide the Company with the relevant information concerning dispatch volumes and destinations at least two (2) working days prior to commencement of the scheduled transportation period.
- 8.3 Such relevant information to include detailed shipping instructions and customs clearance documentation and any other pertinent information to allow the Company may require to fulfill the Customers' transport requirements.
- 8.4 The Customer is to arrange the loading of cargo onto road trucks at Ex Beira, Mozambique in the presence of a Company Representative *alternatively* in the presence of the driver Ex Hinterlands.
- 8.5 The Customer's representative in Beira and or the Hinterlands will be responsible for issuing a release note to the Company's driver for each truck loaded.
- 8.6 The Customer's representative will issue a goods received note at the discharge depot upon confirmation of the quantity delivered to the Company's driver.
- 8.7 Any deviation in quantity or quality of the cargo delivered must be clearly noted on the Goods Received note.

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| <p>9 <b>CUSTOMER'S RESPONSIBILITIES FOR TRANSPORTATION OF OUT OF GAUGE CARGO:</b></p> <p>9.1 The Company will be responsible for moving cargo by road trucks to the specified locations in the transport application hereinabove.</p> <p>9.2 The Customer will provide the Company with the relevant information concerning dispatch loads and destinations and when the cargo is expected to be ready for loading. The Company will advise on availability and time period until uplift of the cargo, especially when loading out of gauge cargo as special equipment, correct trailers, logistics, permits, escorts and planning may be required.</p> <p>9.3 Loading arrangements of cargo with Port authorities are the customer's responsibility.</p> <p>9.4 The loading point operating hours are assumed as being 08.00 – 17.00 (Monday to Friday (5 days a week);</p> <p>9.5 Beira Port requires 24 hours written notice to be submitted to Cornelder for loading arrangements, this is the Customer's responsibility;</p> <p>9.6 The Customer must allow the Company enough time to request and secure police escorts, permits from point of loading to offloading points and the Customer must note that the time taken for such arrangements may vary from 3 to 10 days.</p> <p>9.7 When out of gauge cargo is being loaded, the Company will not be held responsible for any additional costs incurred due to extended standing time which may be payable to the Port, Shipping Line and/or any other third party costs. Planning, forecasting and accurate disclosure of all information is pertinent to limit such costs from the outset</p> <p>9.8 Such relevant information to include detailed shipping instructions and customs clearance documentation and any other pertinent information to allow the Company to fulfill the Customers' transport requirements.</p> <p>9.9 The Customer is to arrange the loading of cargo onto road trucks at Ex Beira, Mozambique in the presence of a Company Representative <i>alternatively</i> in the presence of the driver Ex Hinterlands.</p> <p>9.10 The Customer's representative in Beira and or the Hinterlands will be responsible for issuing a release note to the Company's driver for each truck loaded.</p> <p>9.11 The Customer's representative will issue a goods received note at the discharge depot upon confirmation of the quantity delivered to the Company's driver.</p> <p>9.12 Any deviation in quantity or quality of the cargo delivered must be clearly noted on the Goods Received note.</p> <p>9.13 Offloading arrangements of the cargo (including out of gauge cargo) at final destination are the Customer's responsibility;</p> <p>9.14 The offloading point operating hours are assumed to be 07.00 to 17.00 (Monday to Sunday (7 days a week).</p> <p>9.15 Any damages or costs incurred that may arise from loading or offloading will not be the Company's responsibility.</p> <p>9.16 The Company assumes that the offloading site provides safe and unobstructed movement for OOG articulated rigs, rates are subject to a site inspection.</p> <p>9.17 If the operating hours differ from the mentioned hours, the rates are subject to review.</p> <p>9.18 Preparation and delivery of export documentation at point of loading is for the Customer's account and action. All Customs and Excise duty costs required for exportation and importation of the product are for Customer's account and action.</p> <p>9.19 All clearing and cross border documentation is for the responsibility of the Customer.</p> <p>10 <b>COMPANIES RESPONSIBILITIES:</b></p> <p>10.1 The Company will be responsible for moving cargo by road trucks to the specified locations in the transport application hereinabove from the designated loading point to the mutually agreed offloading point on the route.</p> <p>10.2 The Company will be responsible for all inter country transit requirements.</p> <p>10.3 All cargo is to be transported by the Company with due consideration to the safety and integrity of the cargo.</p> <p>10.4 The Company undertakes to provide adequate and serviceable road tankers, clean and suitable as confirmed by independent inspectors for carrying the designated load, for loading at loading point at the time specified by the Customer. These vehicles and associated conformities will meet <b>Annexure 2</b>.</p> <p>10.5 The Company reserves the right to subcontract part or all of the contracted tonnage to a reliable subcontractor in order to meet contractual obligations to this or any other contract.</p> <p>10.6 The terms of this contract will extend to such subcontractors and the Company does not discharge any of its liabilities and responsibilities by doing so.</p> | <p>10.7</p> <p>10.8</p> <p>10.9</p> <p>11</p> <p>11.1</p> <p>11.2</p> <p>11.3</p> <p>11.4</p> <p>11.4.1</p> <p>11.4.2</p> <p>11.4.3</p> <p>11.4.4</p> <p>12</p> <p>12.1</p> <p>12.2</p> <p>12.3</p> <p>12.4</p> <p>12.5</p> <p>12.6</p> <p>12.7</p> <p>12.8</p> <p>12.9</p> <p>12.10</p> <p>12.11</p> | <p>The Company will provide the Customer with a tracking service that will enable the Customer to receive written reports of the exact location of the products whilst in transit.</p> <p>Develop and maintain a safety system to ensure the safety of the running fleet at all times and put in place procedures that enhance loading, transportation and delivery of goods. The said safety system will comply with international standards.</p> <p>The Company will inform the Customer of all incidents relates to vehicles in transit carrying the Customer's goods as soon as practically possible.</p> <p><b>INSURANCE</b></p> <p>The Company shall not be held liable by the Customer for any loss of goods where the Customer has failed and/or neglected to insure the goods.</p> <p>In the event that an insurance claim is made by the Customer, the Company is to provide any and all relevant documentation to the Customer, and, or their nominated agents.</p> <p>In order to protect itself against the risks arising from the obligations incumbent upon it in application of the Agreement, the Company undertakes, at its expense, to take out the Goods in Transit (GIT) insurance in the case of accident and loss of product at a minimum value of USD50,000 and upon signature of this contract, the Company will provide the Company a copy of the corresponding insurance certificate, stating the nature and the amount of the insured sums. These insurance policies will be maintained during the full term of the Agreement.</p> <p>The Company will be insured in respect of the below:</p> <p>Civil liability cover relating to motor vehicles which will be taken to the minimum value of USD1,000,000 (One Million United States Dollars);</p> <p>Damage to goods carried from commencement of the loading operations until completion of unloading at the site of the consignee in the amount of USD50,000 (Fifty Thousand United States Dollars) per load;</p> <p>Statutory Third party liability;</p> <p>Workmen's compensation.</p> <p><b>PAYMENT</b></p> <p>Unless otherwise agreed between the parties in writing, all amounts owing to the Company by the Customer shall be paid within 30 (thirty) days from date of invoice in cash, electronic transfer or cheque (if acceptable to the Company)</p> <p>Each payment under these Credit Terms shall be made in full without deduction or deferment on account of any claims, counterclaim or set-off.</p> <p>The Customer shall not be entitled to claim rebates, discounts, set off and/or deduction in respect of any payment due by the Customer to the Company for goods supplied.</p> <p>The Company may appropriate all payments made by the Customer to such accounts as it may in its sole and absolute discretion decide.</p> <p>Should the Customer default in paying any one invoice or account or fail to make payment timeously or without payment or any portion thereof for any reason whatsoever, then the whole amount in respect of all loads delivered by the Company to the Customer shall become due, owing and payable irrespective of the dates when the goods were delivered. The Company shall be entitled but not obliged (and without prejudice to any of its other rights against the Customer) by notice in writing to rescind or suspend performance of any of its obligations under this agreement and discounts granted by the Company shall be forfeited.</p> <p>Should any amount not be paid by the Customer on the due date, the Customer shall be liable to pay interest on all overdue amounts unpaid at the compound rate of 12% per annum from due date until date of payment, calculated and payable monthly in advance and should the said interest not be paid in full as aforesaid, the same shall be added to the principal sum, and the total shall form the principal debt which shall then bear interest in the manner as set out above.</p> <p>In all cases where the Customer uses a postal, banking, electronic or similar such service to effect payment, such services shall be deemed to be the agent of the Customer.</p> <p>Should any amount not be paid on the due date, then, without prejudice to any other right it may have, the Company may immediately suspend the carrying out of any of its uncompleted obligations (at the sole risk and cost of the Customer and/or nominated party) until such time as payment is made.</p> <p>If settlement of Charges is done via bank transfer or cheques, Customer undertakes to forward a separate remittance advice outlining which invoices that are included in each payment.</p> <p>In the absence of the Customer's advice as described in clause 8.9 hereinabove, any payment shall be applied to the oldest outstanding invoices.</p> <p>If the Customer disputes any invoice, in whole or in part, the Company must be notified in writing, including via email, within the first 7 (seven)</p> |
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days from the Customer's receipt of the relevant invoice or the Credit Period after which time the Customer shall not be entitled to dispute the invoice. Any part of an invoice not being

disputed must be settled in accordance with these Credit Terms and Conditions. A disputed part of an invoice is exempted from these Terms and Conditions until the dispute is settled. On the dispute becoming settled the Customer must make payment of outstanding charges to the Company within 7 (seven) days from date of settlement.

**12.12 Subsidiaries and Freight Agents**

- 12.12.1 If the Customer wishes the Company to extend credit to any of the Customer's Subsidiaries then the Customer must first obtain the Company's prior written consent.
- 12.12.2 If the Customer wishes to appoint a third party (i.e. a freight agent) to settle charges on its behalf the prior written consent must be obtained from the Company.
- 12.12.3 These terms and conditions herein shall also apply to the Subsidiaries and any third party (freight agent) whom, will be held to be jointly and severally liable alongside the Customer.
- 12.12.4 The Customer guarantees performance and payment of all its Subsidiaries and/or third parties, and shall indemnify the Company for all consequences, costs and expenses in the event of any default, claim or non-payment by any Subsidiary and/or third parties.
- 12.12.5 The Customer confirms that it has the authority of any such Subsidiaries and/or third parties to accept these credit terms and conditions on their behalf.

**13 TIME FRAMES**

- 13.1 All time frames are estimates based on current market conditions and are not guaranteed.
- 13.2 The Company will deliver the total contracted tonnage within the time period-stipulated hereinabove in the transport application but will not accept any claims, damages or penalties if the delivery time frame is exceeded for any reason whatsoever.
- 13.3 The Customer is responsible for the prompt clearance at load point and final clearance location unless the Company's clearance services are specifically requested.
- 13.4 The Company reserves the right to charge truck detention should the clearance exceed the standard time allowed for each location (subject to change on rates sheet) per day the cargo overstays:
  - 13.4.1 Up to 30 ton load: USD550.00 per day;
  - 13.4.2 Up to 40 ton load: USD650.00 per day;
  - 13.4.3 Up to 60-ton load: USD950.00 per day.
- 13.5 The standard freetime is applicable and if no alternative agreement is made 24 hours at loading and offloading points and 48 hours for border clearances.

**14 NOTIFICATION**

- 14.1 **Notice of orders:** Once the initial contract is signed then a notice period will be agreed by both parties for future orders so both parties agree to the forecasting requirements needed for the loads. In order to agree to the forecast requirements and for future rates or loads the Customer must provide:
- 14.2 All orders are required in writing and to include the following:
  - Order Number
  - Address and contact for offloading site
  - Date of collection
  - Product & Payload
  - Address and contact for loading site
  - Supply of export/import documentation of loading
  - Date of delivery
- 14.3 The Customer will notify the Company as per the notice of order before the transportation of the cargo must commence and notify the Company of the relevant address to collect the cargo and the address of delivery.
- 14.4 Where not out of gauge cargo the Customer will notify the Company at least 7 (seven) days before the transportation of the cargo must commence and notify the Company of the relevant address to collect the cargo and the address of delivery.
- 14.5 The notification shall specify the type of cargo, description of the goods, the origin of the cargo, the quantities, collection address, delivery/destination address and the relevant dates and rates quoted and shall if applicable, be accompanied by any quotation supplied by the Company.
- 14.6 Should the Company not respond to a notification within 3 (three) business days, the notification and application shall be considered rejected by the Company.
- 14.7 Oral notification shall be capable of acceptance by the Company, however the Company will not be responsible for any errors or misunderstanding occasioned by the Customer's failure to reduce its notification details in writing.

14.8 All orders shall constitute irrevocable offers to transport the goods/cargo and shall be capable of acceptance by the Company by the acceptance or confirmation of the order.

14.9 The Company is not obliged to accept any notification that the Customer placed with the Company.

**15 ROUTES AND PROCEDURES**

- 15.1 Subject to express instructions given by the Customer and accepted by the Company in writing, the Company reserves freedom in respect of means, route and procedure to be followed in the handling and transport of the goods.
- 15.2 The Company shall be entitled, in the absence of express instructions to the contrary, to employ independent third parties to perform all or any of the functions required by the Company.
- 15.3 The Company is expressly authorized to arrange for the Customer's goods, in its discretion, to be transhipped from any vehicle upon which such goods may have been loaded to any other vehicle or vehicles.
- 15.4 The Company shall have no responsibility 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 party's charges, but the Company shall, if suitably indemnified against all costs, take such action against the third party on the Customer's behalf as its Customer may reasonably direct.
- 15.5 Where necessary the Company may conduct a Route Risk Assessment for safe movement of the cargo at the Customer's cost.

**16 PROOF OF INDEBTEDNESS**

Any account or certificate issued and signed by any Member or Manager of the Company (whose authority need not be approved) in respect of any indebtedness of the Customer to the Company or in respect of any other fact, including but not limiting the generality of the foregoing, the fact that such goods were transported by the Company and the goods were delivered, shall be *prima facie* evidence of the Customer's indebtedness to the Company and *prima facie* evidence of such other fact and/or *prima facie* evidence of the delivery of the Goods.

**17 CREDIT FACILITY**

- 17.1 The Company reserves the right to reduce the credit limit under any credit facility at any time upon written notice to the Customer to take effect on delivery of the notice, at the Company's discretion.
- 17.2 The Company reserves the right to increase the credit facility at its sole discretion, and without any prior notice thereof to the Customer.
- 17.3 The credit limit shall not be deemed to be the limit of a Customer's indebtedness to the Company.

**18 QUOTES**

- 18.1 A quotation by the Company does not constitute a binding offer by the Company and the Company reserves the right to withdraw or revise any quotation at any time.
- 18.2 Quotations where given shall be subject to immediate acceptance and shall be subject to withdrawal or revision by the Company.

**19 DELIVERY**

- 19.1 Delivery of cargo to the delivery address given by the Customer shall constitute proper delivery of the goods.
- 19.2 The Customer shall be required to place written orders with the Company for the delivery of positioning of their vehicles at the loading facilities, as the case may be, no less than seven (7) days prior to the date on which such vehicles are required for loading in respect of normal cargo. Where out of gauge special requirements exist as detailed hereinabove.
- 19.3 The order referred to above shall include the quantities of the goods to be loaded, the date on which the vehicles are required, the loading point, the date of the required delivery, the destination of the product as well as the dates upon which such product are to be delivered at their destination.
- 19.4 Limitation of Liability Resulting from Incorrect Address supplied by Customer or Failure to take delivery
  - 19.4.1 The Customer shall properly and accurately furnish to the Company the name and address at which delivery of the goods will be made as well as all documents of necessity required to accompany the goods or such documents as the Company may require. The Company shall not be responsible nor incur any liability for any loss or incorrect delivery of goods due to an incorrect name and address being stated and in the absence of gross negligence, the Company shall not be liable for any loss in the event of delivery being effected to some other address.
  - 19.4.2 In the event of a delivery being refused at an address nominated by the Customer in whole or in part, or in the event of the Company being unable to effect delivery by reason of the address being improperly or inaccurately stated, and being compelled to return the goods to the Customer's address as

- stated hereinabove, then the Customer shall be liable for all costs incurred in the return of such goods whether on the same basis as originally agreed upon or any other basis whatsoever, or being compelled to dispose of such goods by reason of their perishable nature or for whatsoever other reason, the Company shall not be liable for any damage to or loss of such goods or any loss or damage arising out of the disposal thereof and the Customer shall be liable to the Company for all costs incurred in connection with the disposal of such goods.
- 19.4.3 The Customer shall be deemed to be bound by and to warrant the accuracy of all descriptions, values and other particulars furnished to the Company for customs, consular and other purposes, and shall be deemed to have indemnified the Company against all claims, losses, penalties, damages, expenses and fines whatsoever arising from any inaccuracy or omission, even if such inaccuracy or omission is not due to any negligence.
- 19.5 Whilst every effort is made to dispatch cargo as advised, the Company does not guarantee dispatch on any specific date and shall not be liable for any damages or failure to effect delivery/dispatch timeously for any reason beyond the Company's reasonable control, including but not limited to inability to secure transport, labour, power, materials, equipment or supplies or by reason of an act of God, war, civil disturbance, riot, state of emergency, weather, strike, lockout or other disputes, fire, flood, drought or legislation. The Customer shall not be entitled to cancel any order by reason of such delay.
- 19.6 The Company shall not be liable for any delay or detention of the goods, for any loss, damage or deterioration therein, unless the date and time of delivery of the goods is expressly stipulated as being the essence of the contract and the terms are then accepted by the Company. In any event the Company shall not be liable for any loss, damage or deterioration unless such delay or deterioration is attributable to willful default or gross negligence on the part of the Company
- 20 **OWNERSHIP AND RISK**
- 20.1 Notwithstanding that all risk in and to all cargo bought by the Customer shall be transported at the Customer's own risk, ownership in all cargo bought by the customer and delivered to the customer shall remain vested in the Company.
- 20.2 All cargo handled by the Company is moved at owners own risk at all times.
- 20.3 On acceptance of these credit terms the Customer accepts our Standard Terms and Conditions and all charges therein.
- 20.4 Company Lien over Goods:
- 20.4.1 The Company shall have a lien over all goods for monies due to the Company in respect of services rendered by the Company whether or not payment in respect of such goods is then due and the Customer hereby waives any right it may have for a spoliation order against the Company in the event that the Company takes possession of any goods.
- 20.4.2 Without prejudice to any of the Company's rights against the consignor, in the event of the Customer failing to pay to the Company any monies due by it, the Company shall have the right without notice to the Customer:- To open and examine any part of such goods; and as its option, to sell, either by public auction or private treaty, and at its entire discretion, the whole or any part of the goods; and to apply the proceeds of any such sale, after deducting all expenses attendant thereupon, in payment of/or towards any sum due by the Customer to the Company and to pay the Customer any surplus without interest, within 60 days after such sale whereupon the Company shall be released from all liability whatsoever in respect of the goods carried.
- 20.4.3 The Consignor/Customer hereby expressly appoints the Company as its agent and hereby grants it full authority to act as aforesaid in regard to the sale of its goods and the appropriation of the proceeds thereof. The exercise by the Company of any of the rights accorded to it by this clause shall be without prejudice to any other rights it may have under this agreement or at common law in respect of the non-payment the Company's remuneration.
- 20.4.4 Customer does hereby irrevocably and in *Rem Suam* cede, pledge, assign, transfer and make over unto and in favour of the Company, all of its right, title, interest, claim and demand in and to all claims/debts/book debts of whatsoever nature and description and howsoever arising which the Customer may now or at any time hereafter have against all and any persons, companies, Company's, firms, partnerships, associations, syndicates and other legal personae whomsoever ("the Customer's debtors") without exception as a continuing covering security for the due payment of every sum of money which may now or at any time hereafter be or become owing by the Customer to the Company from whatsoever cause or obligation howsoever arising which the Customer may be or become bound to perform in favour of the Company.
- 20.4.5 If the Customer at any time entered into prior deeds of cession or otherwise disposed of any of the right, title and interest in and to any of the debts which will from time to time be subject to this cession, then this cession shall operate as a cession of all the Customer's revisionary rights. Notwithstanding the terms of the cession, the Customer shall be entitled to institute action against any of its debtors provided that all sums of money which the Customer collects from its debtors shall be collected on the Company's behalf and provided that the Company shall at any time be entitled to terminate the Customer's right to collect such monies/debts. The Customer agrees that the Company shall be entitled at any time or times hereafter to give notice of this cession to all or any of the Customer's debtor.
- 21 **TRANSPORT, LOGISTICS AND HEALTH AND SAFETY**
- 21.1 The Customer shall comply with the Company's Health, Safety and Environmental Policies at all times, whether on Company premises or on other premises.
- 21.2 The Customer shall provide relevant information and health and safety specifications to the Company in a timely manner to ensure that proper equipment is used.
- 22 **LEGAL PROCEEDINGS**
- 22.1 In the event of any dispute or difference arising between the parties hereto relating to or arising out of this Agreement or the implementation, execution, interpretation, rectification, termination or cancellation thereof, the Senior Management of the parties shall communicate attempt to settle such dispute or difference within seven (7) days, failing which either party may elect to take legal action .
- 22.2 Should the Company elect to take legal action against the Customer arising from its breach of any terms or conditions of the Agreement, the application hereto wherein the Company has to hire the services of an attorney and/or advocate and/or tracing agent, then the Customer will be liable in respect of all legal costs and/or expenses incurred, on the highest scale to allow for recovery of costs i.e. on an attorney and own client scale plus disbursements, tracing charges and collection commission.
- 23 **ANTI-CORRUPTION POLICY**
- 23.1 The Company has a moral and ethical responsibility to act with integrity in the conduct of its business. The Customer acknowledges and accepts to act in conformity with said ethical standards and respect principles of good corporate governance.
- 23.2 The Customer undertakes to comply with the Company's Anti-Corruption Policy, all applicable anti-bribery laws, including those in all countries in which the Company operates and to ensure that its employees are, directors, management and subcontractors, agents or any authorized third party, which are duly approved by the Company have not and will not be involved in the giving or receiving of bribes or other corrupt conduct in connection with this Agreement. The Company prohibits all improper payments of any nature. In any event, the Customer shall always be responsible for any such consequences, loss or damage resulting from such matters.
- 24 **JURISDICTION**
- The Customer consents to the jurisdiction of any Magistrate's Court having jurisdiction regarding any legal action taken by the Company against it arising from this agreement and as set out in the application. The Company will however not be precluded from instituting action in any other court with competent jurisdiction.
- 25 **BREACH**
- 25.1 Notwithstanding any other provision of this Agreement, should the Customer:
- 25.1.1 fail to pay any amount due by the Customer to the Company in terms of this Agreement on the due date thereof; or
- 25.1.2 commit a breach of any term or condition of the Agreement or permit a breach of any such term or condition,
- 25.1.3 the Company shall have the right, notwithstanding any rights available to it, to suspend the credit facility at any time and to forthwith and upon 10 (ten) business days written notice to the Customer, cancel the Agreement.
- 25.2 In the event of any breach by the Customer of any term or condition of this Agreement, the Customer consents and authorizes the Company to furnish the Customer's name, credit record and repayment history to any credit bureau as a delinquent debtor.
- 26 **SURETY**
- In the event that the Customer is a Company, or other legal person, the individual signing this Agreement shall by virtue of signature hereof and " **Annexure A** " the Credit Application hereto, bind himself/herself as surety and co-principal debtor *in solidum* with the Customer for the due performance of any obligation of the Customer, including payment of all or any amounts which become due and payable

by the Customer to the Company in terms of this Agreement or from any cause whatsoever.

## 27 TERMINATION

- 27.1 The Company reserves the right (notwithstanding any other provision in the agreement) to terminate the agreement on 10 (ten) days written notice to the Customer.
- 27.2 Should the Customer commit an act of insolvency and is deemed unable to pay its debts the Customer shall be in default.
- 27.3 If the Customer is in default, the Company shall be entitled, in addition to all other remedies to which it may be entitled at law or in terms of the agreement, to terminate the agreement in writing upon 10 (ten) days written notice to the Customer.
- 27.4 In addition, the agreement may be terminated with one month's written notice by mutual written agreement by the parties.
- 27.5 The termination of the agreement will not prejudice the rights of the Company to claim damages or to obtain any other relief in respect of any antecedent breach of the terms and conditions of the agreement prior to such termination.
- 27.6 Upon termination, all outstanding credits, penalties and all other amounts, whether due or not, in whole or in part, will become immediately payable.

## 28 INSTRUMENTS

Acceptance of a negotiable instrument by the Company shall not be deemed to be a waiver of the Company's rights under this agreement. In relation to cheques furnished by the Customer to the Company, the Customer waives his right to insist on notice of dishonor or protest to it in the event that the cheque is dishonoured.

## 29 FORCE MAJEURE

- 29.1 Notwithstanding anything to the contrary in these terms and conditions, the Company shall not be liable to the Customer for any loss or damage which may be suffered by the Customer as a direct or indirect result of the supply of goods by the Company being prevented, hindered, delayed or rendered uneconomic by reason of circumstances, or events beyond the Company's reasonable control including (but not limited to) Act of God, war, riot, strike, lock-out, trade dispute or labour disturbance, accident, break-down of plant or machinery, fire, flood, storm, difficulty or increased expense in obtaining workmen, materials or transport or other circumstances affecting the transportation of the goods by the Company's normal means or the delivery of goods by the Company's normal route or means of delivery.
- 29.2 If any event of *force majeure* occurs, the date(s) for performance of the obligation(s) affected shall be postponed for so long as is made necessary by the event of *force majeure* provided that if any event of *force majeure* continues for a period of or exceeding 1 (one) month, the Company has the right to terminate the Contract forthwith on written notice to the Customer.
- 29.3 Each party shall use its reasonable endeavours to minimize the effects of any event of *force majeure*.

## 30 INDEMNITIES AND LIMITATION OF LIABILITY

- 30.1 The Customer hereby indemnifies and holds the Company harmless from and against any loss, claim, action, damage or expense suffered or sustained by the Company, its clients, or any third party pursuant to or arising out of:
- 30.1.1 negligence and/or breach by the Customer of its obligations, representations or warranties contained in the agreement;
- 30.1.2 the compounding, confiscating and/or seizing of the goods for any reason whatsoever.
- 30.2 The Company will not be liable to the Customer for any liability, loss(es) and/or damage(s) and/or cost(s) or expense(s) whether indirect and/or of a consequential nature including any loss of income and/or loss of profit(s) and/or loss of anticipated savings suffered by the Customer due to:
- 30.2.1 any act or omission by the Company, our employees, our agents or any person or persons for whom they are responsible; or
- 30.2.2 any neglect or innocent misrepresentations made to the Customer, nor shall the Customer be entitled to resile from any terms of the Agreement on those grounds.
- 30.3 The Company disclaims all liability to the Customer in connection to the Company's performance and in no event will the Company be liable to the Customer for delictual, special, indirect or consequential damages including but not limited to loss of profits.

30.4 It is the sole responsibility and onus is on the Customer to establish the condition of the goods at the time of acceptance and delivery thereof by the Company.

30.5 Any liability of the Company for breach of contract will not exceed in the aggregate of damages, costs, fees and expenses capable of being awarded to the Customer, the total price paid or due to be paid by the Customer for the goods transported.

30.6 Without derogating from the generality of the aforesaid limitations of liability, the parties expressly agree that the Company shall not at any stage be liable for any damage resulting from or caused by or in connection with fire, floor, road accidents, moth vermin, insects, damp, rust, burglary, act of God, riot, civil commotion, invasion, war, sabotage, malicious intent, explosion, labour unrest, strikes, lockouts, chemical damage, leakage or any other causes whatsoever.

30.7 The Company accepts responsibility for any loss or damage in transit, howsoever incurred as set out in the insurance clause.

30.8 The Customer hereby indemnifies the Company and holds it harmless against all and any claims which may be made against the Company by the owners of the goods or Customers of the goods or any third party whatsoever in relation to the goods hereby carried.

## 30.9 Dangerous Goods:

30.9.1 No goods, including radioactive materials, which are or may become dangerous, inflammable or noxious, or which by their nature are or may become liable to cause injury or damage to any person, goods or property whatsoever, shall be tendered to the company without its express consent in writing. The goods or the container package or other covering in which the goods are to be tendered to the Company or its agents shall be prominently marked on the outside so as to indicate the nature and character of the goods, and so as to comply with any applicable laws, regulations or requirements of any authority or carrier.

30.9.2 If any such goods are tendered to the Company without its written consent or without being marked as aforesaid, the same may at any time be destroyed, disposed of, abandoned or rendered harmless at the sole discretion of the Company and at the entire risk and expense of the Customer, without compensation to him or any other party and without prejudice to the Company's right to its charges or fees including the cost of destruction or disposal.

30.9.3 Notwithstanding the acceptance of the goods with its express consent, the Company may nevertheless for good reason, such as the risk to other goods or property, life or health, destroy or otherwise deal with the Customer at the entire risk and expense of the Customer, and without compensation to it or to any other party and without prejudice to the Company's right to its charges or fees including the cost of destruction or disposal.

## 31 CONFIDENTIALITY

Any client information, pricing, rates, specifications, plans, drawings, process information, patterns or designs, hereinafter referred to as confidential information, supplied by either Party in connection with this Agreement, shall remain the property of the Party supplying the confidential information. Any information derived there from or otherwise communicated to the other Party in connection with it, shall be kept secret and shall not, without the written consent of the Party who supplied the confidential information, be published or disclosed to any third party, or made use of by the other party except for the exclusive purpose of implementing this Conditions. Any confidential information supplied by either Party shall be returned to that Party on fulfillment of this agreement. This clause shall survive the terms of this agreement or any other termination or cancellation of this agreement.

## 32 WARRANTIES

32.1 No warranty shall be effective unless such warranty is expressly provided by the Company, and shall be limited to the extent thereof. All other warranties are expressly excluded.

32.2 The Customer and its representative/s, signing this agreement, warrant that they have the necessary rights and capacity to enter into this agreement.



**33 NO CESSION (GIVING-UP) OR DELEGATION (HANDING-OVER) OF RIGHTS**

The Customer is not allowed to cede (give-up) or delegate (hand-over) any of its rights or obligations in terms of this agreement to any other person(s) or organization(s) without the Company's written consent. However it is understood that the Company may at any time cede or delegate any of its rights or obligations in terms of this agreement to another person(s) or organization(s) without prior notice to the Customer or the Customer's consent.

**34 INDULGENCES**

34.1 No leeway, extension of time or other indulgence which the Company may offer to the Customer will in any way prevent it from enforcing any of its rights in the future, without notice, by requiring the Customer's strict and timely compliance with each term and condition of this agreement.

34.2 No act, omission, course of dealing, forbearance, delay or indulgence by the Company in enforcing any of these conditions or any of its rights in terms thereof or any granting of time by the Company shall prejudice or affect the rights and remedies of the Company under these conditions and no such matter shall be treated as any evidence of waiver of the Company's rights thereunder nor shall any waiver of a breach by a Customer of any one or more of these conditions operate as a waiver of any

subsequent breach thereof. The Company shall at all times and without notice be entitled to insist on strict application of these conditions and on their strict enforcement on its Customer.

**35 UNENFORCEABLE PROVISIONS**

If any of the terms of this agreement are unenforceable, illegal, void, or contrary to public policy then they will be considered to be legally separated from the remainder of this agreement. The rest of this agreement will however remain binding and enforceable and in full force and effect.

**36 WHOLE AGREEMENT**

This agreement must be read in conjunction with the Company's Standard Trading Terms and Conditions and any other document mutually agreed to in writing. Together, these documents constitute the whole agreement between the parties and no variation, amendment, deletion or addition will be valid unless it is stipulated in writing and signed by the Company. No warranties, responsibility or guarantees made by the Company on its behalf, will be of any force or effect unless specifically stated in an agreement and/or in writing and signed by the parties.

**37 AMENDMENTS**

The Company is entitled on fair and reasonable written notice to the Customer, to amend and/or vary the terms and conditions of this agreement as a consequence of any new and/or amended law(s), tax(es), and/or regulation(s).

**38 DISCLOSURE OF PERSONAL INFORMATION**

38.1 The Customer understands that the personal information given in this credit application form is to be used by the Company for the purposes of assessing its credit worthiness.

38.2 The Company has the Customer's consent at all times to contact and request information from any persons, credit bureaus or businesses, including but not limited to, information regarding the amounts purchased from suppliers per month, length of time the Customer has dealt with such supplier, type of goods purchased and the matter and time of payment.

38.3 The Customer agrees and understands that information given in confidence to the Company by a third party will not be disclosed to the Customer.

38.4 The Customer hereby consents to and authorizes the Company at all times to furnish credit information concerning the Customer's dealings with the Company to a credit bureau and to any third party seeking a trade reference regarding the Customer in his dealings with the Company.

**39 ACKNOWLEDGEMENTS**

The Customer confirms that the cargo delivered on the Tax invoice issued by the Company, duly represents the cargo transported by the Customer, at the rates agreed to by the Customer and, where delivery has already taken place, acknowledges that the goods were inspected and that the Customer is satisfied that the goods conform to the quality and quantity ordered in all respects and are free from any defects.

**40 HEADINGS**

The headings to the paragraphs are purely for guidance only, and are not to be used to construe the meaning of the text.

**41 VARIATION**

The Customer acknowledges that no terms at variance with the terms and conditions of this application for credit and which have been sought to be introduced by the Customer at any time shall be of any force or effect unless the Company has, in

writing, expressly and unambiguously agreed that the terms so sought to be introduced by the Customer shall apply. Without derogating from the generality of the foregoing, the Company shall not be regarded as having so expressly agreed by virtue merely of the Company having agreed to execute an order in which inconsistent terms have been introduced by the Customer and notwithstanding that the Company has not rejected such inconsistent terms.

**42 NOTICES**

42.1 All notices given in terms of this agreement will be in writing and both parties choose the address(es) for all purposes being the address(es) specified on the application. Any change in the Customer's address will only be effective if and when the Company have received written notification of the change of the Customer's address.

42.2 Any notices to be delivered by the Customer to the Company or by the Company to the Customer will be considered as received by either the Company or the Customer as follows:

42.2.1 if delivery is by hand, then on the date of delivery;

42.2.2 if delivery is by fax, then within 48 (forty-eight) hours of transmission of said fax;

42.2.3 if delivery is by pre-paid registered post from an address within, then within seven calendar days of the date of posting;

42.2.4 if delivery is by email, then when the message is capable of being retrieved and processed by the addressee from the information system, or server used by the addressee for the purposes of receiving email messages;

42.3 The Company undertakes to notify the Customer of any change in its address within 7 (seven) days and vice versa.

**43 COUNTERPART**

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same agreement as at the date of signature of the Party that signs its counterpart last in time.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Capacity: \_\_\_\_\_

ID/PassportNo: \_\_\_\_\_

Full Name: \_\_\_\_\_

Witness 1: \_\_\_\_\_

Full Name: \_\_\_\_\_

Witness 2: \_\_\_\_\_

Full Name: \_\_\_\_\_

COMPANY STAMP:

## ANNEXURE 1

### TRANSPORT RATES AND PRODUCT LOSS TOLERANCE

- i. *Rates are based on information provided.*
- ii. *They are indicative and will be finalized upon negotiation and signing of mutual contract of mutual agreement.*
- iii. *The above rates are subjected to the conditions of the roads and bridges and route being passable.*

#### 1. VALIDITY:

These rates are valid for 30 days, subjected to change with 15 days written notice;

#### 2. AVAILABILITY OF EQUIPMENT

Subject to availability

For transportation of Fuel equipment concerned 45500 lt. Alu Tridem Tankers

#### 3. OPERATING HOURS:

The loading point operating hours are assumed as 07:00 – 17:00 (Mon –Fri, 5 days)

The offloading point operating hours are assumed as 07:00 -17:00 (Mon – Sun, 7 days)

If the operating hours differ from the mentioned hours, the rates are subject to review.

#### 4. PAYLOADS FOR TRANSPORTATION OF FUEL

Rates are based on payloads as below:

Petrol 43000 liters

Diesel 38600 liters

No product to be left on board, Customer to source alternative offloading point within 20km radius, invoice would be raised against customer (CPL (Cent Per Litre) USD Rate).

#### 5. TRANSPORT PERMITS

Our rate includes necessary vehicle permits, border permits etc. as known, however should any amendments to these charges be introduced our rates will be adjusted.

#### 6. EXPORT DOCUMENTATION

Preparation and delivery of Export Documentation at point of loading is for the customer's account and action. All Customs and Excise duty costs required for exportation and importation of the product is for the customer's account and action.

All clearing and cross border documentation is the Customer's responsibility.

#### 7. NOTICE OF ORDERS

Agreed notice time procedure to be implemented and to be agreed on by the client and *Specialized Transport*.

All orders are required in writing and to include the following:

Order Number

Date of collection

Address and contact for offloading site

Product & Payload

Address and contact for loading site      Supply of export/import documentation of loading  
Date of delivery

8. SITE INSPECTIONS AND ROUTE SURVEY

FOR TRANSPORTATION OF OUT OF GAUGE CARGO

- I. ST assumes that the offloading site provides safe and unobstructed movement for OOG articulated rigs, rates are subjected to a site inspection.
- II. A route survey has been conducted by Specialized Transport (Beira – Lubumbashi).

FOR TRANSPORTATION OF FUEL

- I. ST assumes that the offloading site provides safe and unobstructed movement for 22m articulated rigs, rates are subjected to a site inspection.
- II. A route survey will be conducted annually by Specialized Transport.

9. DEMURRAGE

Rates have been calculated on an average loading time including loading delays, border delays and offloading delays of 24 hours freetime at all offloading points and borders.

In the event of this being continually exceeded, we reserve the right to implement demurrage charges as mutually agreed during negotiation of USD350 per day.

10. LOAD DISCREPANCIES FOR TRANSPORTATION OF FUEL

Please note that we will adhere to all your requirements as far as sealing of the equipment and load security. In transit losses may occur due to various factors least of all evaporation / temperature conversions / meters / differing measuring systems and basic operating conditions.

Specialized transport will assume responsibility for a sealed parcel by appointed sealing agent, Independent Surveyor costs not included in the rates.

All tankers are calibrated by SGS (certificates will be made available prior to loading)

Specialized Transport will not enter into discussion regarding shortages if loading dips correspond to offloading dips and been verified by appointed sealing agent.

The transporter will transport the products on behalf of Customer at the following rates effective from \_\_\_\_\_ to the termination date of this agreement as set out in Annexure 1 unless otherwise agreed. These rates will be reviewed from time to time as agreed by both parties.

Unless otherwise specified or agreed, the following product loss tolerances shall apply:

| Route Summary     | Diesel | Petrol | Jet A1 |
|-------------------|--------|--------|--------|
| Within Mozambique | 0.05%  | 0.15%  | 0.15%  |
| Into Zimbabwe     | 0.5%   | 0.5%   | 0.5%   |
| Zambia            | 0.3%   | 0.3%   | 0.3%   |
| DRC               | 0.5%   | 0.5%   | 0.5%   |

.....

.....

THE TRANSPORTER

CUSTOMER



## **ANNEXURE 2**

### **DETAILED PERFORMANCE CRITERIA Vehicles**

#### **1.1. Conformity of vehicles**

##### **Vetting of vehicles**

The Company undertakes that the vehicles used for the transportation of the Goods shall undergo an assessment process at before signing a new contract and least once a year by Customer representative(s) to ensure with compliance with the local regulations.

##### **Safe to load**

The Customer, its representative or the petroleum depot required to make available the Goods to the Company at the Loading Port, shall be entitled to refuse any vehicle that does not satisfy the requirements.

The vehicle equipment and fittings shall be:

- Compatible with the loading gantry and appropriate for the Goods to be carried.
- Clean, in perfect state of repair and operation and fit for the performance of the order without any risk of loss of Goods, damage or pollution.
- Equipped with all the means and equipment necessary for the performance of the order in compliance with the rules and regulations relating to the transportation by road of hazardous goods, and with the standards communicated by .
- Equipped so as to allow their access and their connection to the installations at the Loading Port and the Offloading Port.
- Reserved exclusively for the transportation of the said Goods during the period of each transport operation.
- Issued with appropriate and valid permits required by law.

#### **1.2. Equipment**

Besides the equipment required by the rules and regulations of Mozambique within the scope of the transportation of petroleum Goods, the representatives of Customer may verify the presence on board of the vehicles of the following fixtures maintained in a sound state of operation:

- One dry chemical powder fire extinguisher (for classes A, B and C) of minimum 2kg capacity for the truck cabin,
- Two dry chemical powder fire extinguishers (for classes A, B and C) of minimum 6kg capacity, to be easily accessible, securely fixed on either side of the chassis,
- Two wheel chocks, easily accessible,
- A safety first aid kit,
- Two warning triangles,
- An earth terminal connector and clearly marked on the fuel tanker for loading and unloading,
- A dip stick and current dipping chart
- At least one safety railing,
- An exhaust system that is not up right but conforms with the regulations in place,
- Compartment drain valves,
- Valves and caps on the offloading piping,
- Vent system by valves on each compartment of the fuel tanker.

- OBC (vehicle must be fitted with a working On Board Computer) to enable accurate vehicle tracking and monitoring.

At the end of these inspections, the Customer may decide to prohibit use of the vehicle, temporarily or permanently, if the vehicle proves not to satisfy the safety criteria for transportation of Goods.

### **1.3. Maintenance of vehicles**

It is Company's desire to see a fleet that is backed up by a good maintenance system hence the sub-contracting of such services is recommended provided the standards and requirements are stated in respect of but not restricted to;

- Maintenance of tractor and trailer vehicles.
- Tyre maintenance.
- Transport equipment.
- Vehicle cleaning and degassing.
- Workshop equipment.

The Company will have a documented preventive check program for the vehicles in use that looks at but not limited to;

- Hydrocarbon tank and auxiliary equipment
- Trailer coupling system (fifth wheel & kingpin)
- Wheels and tyres
- Earthing point
- Braking system
- Cab, chassis, suspension, running gear, & axels
- Supply system and electrical controls
- Driver PPE (personal protective equipment)
- Inspection and maintenance of fire extinguishers
- A documented cleaning and degassing of tankers
- Delivery hose and coupling numbering system for identification, pressure testing, continuity testing, and replacement program
- Tank hydraulic testing
- Documented environmentally friendly destruction, elimination and disposal of old or defective equipment.

### **1.4. Making available of vehicle**

On arrival of the vehicle at the Loading Port or Offloading Port or at the waiting area, even if outside of the site, the driving personnel of the Company shall inform the Customer representative of the Loading Port or Offloading Port that their vehicle is available to perform one or other of these operations.

### **1.5. Conformity of documents**

The Company must ensure that all the transport documents required by the rules and regulations in force are in order and placed on board of the vehicle at the time of each transport operation of Goods.

On signing and renewals of the contract, the Company undertakes to present all the obligatory documents concerning all vehicles made available to Customer in particular: the tank/compartment dipping charts for the vehicles, the testing or retesting certificate by an agreed organisation, insurance certificates and other documents necessary for transit.

The Company, in particular, shall obtain the regulatory permit for the transportation of hazardous goods, and any other permits required e.g. Cross border permits and licenses.

### **1.6. Availability**

Customer shall notify the Company at least 48 hours before uplift, to enable him to make the vehicle available.

### **1.7. Non-availability**

In case a vehicle is not available for any reason whatever, the Company must give notice thereof immediately and arrange for the replacement of the immobilised vehicle in the shortest possible time not exceeding 48 hours.

## **2. Driving personnel**

- The personnel of the Company allocated for driving the vehicles used for the transportation of the Goods must neatly dressed in uniform, have the right attitude during interaction with internal and external customers, have all the professional aptitudes necessary for this type of driving, as well as for use of the equipment required for performance of the transport operations (loading / transport / unloading); in particular, the personnel shall be holders of a valid dangerous goods training certificate in "petroleum Goods" issued by an organisation approved by CUSTOMER and/or EMA.
- The Company agrees that it shall strictly observe the labour rules and regulations for which it is responsible concerning working hours, driving hours and rest time, and that its personnel shall comply with the different rules and regulations applicable to the operation and safety of the transportation by road of Goods.
- The Company shall alone be responsible with respect to labour laws and official organisations.
- The Company shall pay the wages of its personnel.
- The Company will ensure that its driving personnel must:
- Comply with the rules and regulations in force and, in particular, with those applicable to safety for transportation by road of Goods in the profession or in force in Zimbabwe,
- Inform itself of and comply with the internal rules and instructions in force at the different Loading Ports and Offloading Ports,
- Not smoke on board or close to the vehicles as well as at the Loading Ports and Offloading Ports of the Goods,
- Be trained in the procedures and instructions of Company,
- Wear the following special equipment: work overalls made of anti-static and non-inflammable fabric, gloves resistant to hydrocarbons, safety shoes with soles resistant to hydrocarbons,
- Be sober, careful, in good health, courteous.

### **Availability of drivers**

- In case of non-availability of driving personnel for whatever reason, the Company must provide continuity of the service, without interruption, by replacement personnel with the required qualifications and certification by a qualified trainer, after informing CUSTOMER thereof.

If the Company does not make available to CUSTOMER the required driving personnel, CUSTOMER shall then be able to put the Company on notice and request clarification on the breach.