13 CUSTOMER'S UNDERTAKINGS

13.1 For all purposes hereunder the Customer shall be deemed to have in relation to the Customer's business, the Goods and the services to be rendered by the Company in respect thereto, reasonable knowledge of all matters directly or indirectly relating thereto or arising therefrom including, without limitation, terms of sale and purchase and all matters relating thereto and the Customer undertakes to supply all pertinent information to the Company.

13.2 The Customer warrants that

13.2.1 it is either the Owner or the authorised agent of the Owner of any Goods in respect of which the Customer instructs the Company and that each such person is bound by these trading terms and conditions;

13.2.2 in authorising the Customer to enter into any contract with the Company and/or in accepting any document issued by the Company in connection with such contract, the Owner, sender or consignee is bound by these trading terms and conditions for itself and its agents and for any parties on whose behalf it or its agents may act, and in particular, but without prejudice to the generality of the aforegoing, it accepts that the Company shall have the right to enforce against them jointly and severally any liability of the Customer under these trading terms and conditions or to recover from them any sums to be paid by the Customer which upon proper demand have not been paid;

13.2.3 all information and instructions supplied or to be supplied by it to the Company is and shall be accurate, true and comprehensive, and in particular, without derogating from the generality of the aforegoing, the Customer shall be deemed to be bound by and warrants the accuracy of all descriptions, values and other particulars furnished to the Company for Customs, consular and other purposes, and the Customer warrants that it will not withhold any necessary or pertinent information, and indemnifies the Company against all claims, losses penalties, damages, expenses and fines whatsoever, whensoever and howsoever arising as a result of a breach of the aforegoing whether negligently or otherwise, without derogating from the generality of the aforegoing, any assessment or reassessment;

13.2.4 all Goods will be properly, adequately and appropriately prepared and packed, stowed, labelled and marked, having regard inter alia to the implementation by or on behalf of the Company or at its instance of the contract involved, and the characteristics of the Goods involved and are capable of withstanding the normal hazards inherent in the implementation of such contract;

13.2.5 where Goods are carried in or on containers, trailers, flats, tilts, railway wagons, tanks, igloos or any other unit load devices specifically constructed for the carriage of goods by land, sea or air, (each such device hereinafter individually referred to as "the transport unit") then save where the Company has been given and has accepted specific written instructions to load the transport unit –

13.2.5.1 that the transport unit has been properly and competently loaded; and

13.2.5.2 that the Goods involved are suitable for carriage in or on the transport unit; and

13.2.5.3 that the transport unit is itself in a suitable condition to carry the Goods loaded therein and complies with the requirements of all relevant transport authorities and carriers.

14 RECOVERY OF DEBTS DUE TO THE COMPANY

The Company shall be entitled to recover any amounts due to it by the Customer in respect of instructions relating to or in terms of any contract in respect of particular Goods from the Customer, or if the Customer acts as an agent for a disclosed or undisclosed principal, as the Company in its absolute discretion deems fit.

15 COMPANY ENTITLED TO ACT AS AGENT OR PRINCIPAL IN CONTRACTING

15.1 Unless otherwise agreed in writing, the Company in procuring the carriage, storage, packing or handling of Goods shall be entitled to act either as an agent for and on behalf of the Customer or as a principal, as it in its absolute discretion deems fit.

15.2 The offer and acceptance of a fixed price for the accomplishment of any task shall not itself determine whether such task is to be arranged by the Company acting as agent or as a principal.

15.3 The Customer acknowledges that when the Company, as agent for and on behalf of the Customer, concludes any contract with a third party, such agreement is concluded between the Customer and the third party.

15.4 Unless otherwise agreed in writing, the Company, when acting as agent for and on behalf of the Customer, shall be entitled to enter into any contract it reasonably deems necessary or requisite for the fulfilment of the Customers instructions, including, without limitation, contracts for the

15.4.1 carriage of Goods by any route or means or person;

15.4.2 storage, packing, transport, shipping, loading, unloading and/or handling of Goods by any person at any place whether on shore or afloat and for any length of time.

15.4.3 carriage or storage of Goods in break-bulk form in or on transport units as defined in clause 13.2.5 or with or without other Goods of whatsoever nature.

16 SUBCONTRACTING

16.1 Any business entrusted by the Customer to the Company may, in the absolute discretion of the Company, be fulfilled by the Company itself, by its own servants performing part or all of the relevant services, or by the Company employing, or entrusting the Goods or services to third parties on such conditions as may be stipulated by, or negotiated with, such third parties for the purposes of such services, or such part thereof as they may be employed to carry out.

16.2 Where the Company employs third parties to perform all or any of the functions which it has agreed to perform, the Customer agrees that the Company shall have no responsibility or liability to its 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, (including attorney and client costs) which may be incurred or awarded against the Company, take such action against the third party on the Customer's behalf as the Customer may direct.

17 TERMS AND CONDITIONS OF AGENTS AND SUBCONTRACTORS

Notwithstanding anything to the contrary contained herein the Customer agrees that all goods shall be dealt with by the Company on the terms and conditions, whether or not inconsistent with these terms and conditions, stipulated by the carriers, warehousemen, government departments, and all other parties (whether acting as agents or subcontractors to the Company or not) into whose possession or custody the Goods may pass, or subject to whose authority they may at any time be.

18 GOODS REQUIRING SPECIAL ARRANGEMENTS

Except under special arrangements previously made in writing the Company will not accept or deal with bullion, coin, precious stones, jewellery, valuables, antiques, pictures, human remains, livestock or plants. Should the Customer nevertheless deliver such goods to the Company or cause the Company to handle or deal with any such Goods otherwise than under special arrangements previously made in writing the Company shall incur no liability whatsoever in respect of such goods, and in particular, shall incur no liability in respect of its negligent acts or omissions in respect of such goods. A claim, if any, against the Company in respect of the Goods referred to in this clause 18 shall be governed by the provisions of clauses 40 and 41.

19 DANGEROUS OR HAZARDOUS GOODS REQUIRING

19.1 The Customer shall obtain in advance the Company's specific written consent to accept into its possession or control or into the possession or control of any of its servants, agents or employees any Goods ("dangerous goods"), including radio-active materials, which may be or become dangerous, inflammable or noxious, or which by their nature may injure, damage, taint or contaminate, or in any way whatsoever adversely affect any person, Goods or property, including Goods likely to harbour or attract vermin or other pests. The Customer warrants that such Goods, or the case, crate, box, drum canister, tank, flat, pallet, package or other holder or covering of such Goods will comply with any applicable laws, regulations or requirement of any authority or carrier and that the nature and characteristics of such Goods and all other data required by such laws, regulations or requirements will be prominently and clearly marked on the outside cover of such Goods.

19.2 If any such dangerous goods are delivered to the Company, whether or not in breach of the provisions of clause 19.1, such Goods may for good reason as the Company in its discretion deems fit including, without limitation, the risk to other goods, property, life or health be destroyed, disposed of abandoned or rendered harmless or otherwise dealt with at the risk and expense of the Customer and without the Company being liable for any compensation to the Customer or any other party, and without prejudice to the Company's rights to recover its charges and/or fees including the costs of such destruction, disposal, abandonment or rendering harmless or other dealing with the Goods, The Customer indemnifies the Company against all loss, liability or damage caused to the Company as a result of the tender of Goods to the Company and/or out of the aforegoing.

19.3 The Customer warrants that in the absence of written consent from the Company in terms of clause 19.1, no dangerous goods will be included in any carton, packing case, container or similar packing or conveyance, which the Company may in any way be required to handle.

19.4 Dangerous goods shall include, without limitation, radio-active materials, goods likely to harbour or attract vermin or other pests or likely to cause contamination or infection, damaging, corrosive or explosive Goods, or Goods falling within the definition of "hazard and dangerous goods" in I.A.T.A., the IMDG Code, the South African Bureau of Standards SANS 10228 and any other local, national or international regulations governing the movement of dangerous and hazardous cargo.

19.5 The Customer indemnifies the Company and holds it harmless against all loss, liability, damage or expense of whatsoever nature and howsoever arising as a result of the tender of dangerous goods to the Company.

20 PERISHABLE GOODS

20.1 Without limiting or affecting any other terms of these trading terms and conditions, Goods (whether perishable or otherwise) in the care custody or control of the Company mat at the Customer's expense be sold or disposed of by the Company without notice to the Customer, sender, owner or consignee, if

20.1.1 such Goods have begun to deteriorate or are likely to deteriorate;

20.1.2 such Goods are insufficiently addressed or marked;

20.1.3 the Customer cannot be identified;

20.1.4 the Goods have not been collected or accepted by the Customer or any other person after the expiration of 21 (twenty one) days from the Company notifying the Customer in writing to collect or accept such Goods, provided that if the Company has no address for the Customer such notice period shall not be necessary, and payment or tender of the net proceeds, if any, of the sale thereof after deduction of those charges and expenses incurred by the Company in respect thereof shall be equivalent to delivery of such Goods.

20.2 Should any amount owing by the Customer to the Company in respect of any referred to in clause 20.1 become due and payable and remain unpaid, the Company shall be entitled and the Customer hereby authorises the Company and without first obtaining an order of court, to sell all or any of the Goods by public auction or on reasonable notice not exceeding 14 (fourteen) days by private treaty. The net proceeds of any such sale, after deducting there from all costs, charges and expenses incurred by the Company, shall be applied in reduction or discharge as the case may be, of the Customer's obligations to the Company in respect of such Goods without prejudice to the Company's rights to recover from the Customer any balance which may remain owing to the Company after the exercise of such rights. Should the total amount collected by the Company, after deducting there from all costs, charges and expenses incurred by the Company in respect thereof, exceed the full amount of the Customer's obligations to the Company in respect of such goods, the Company shall be obliged to refund such excess to the Customer.

21 THE ACCEPTANCE OF DELIVERY

If delivery of any goods is not accepted by the Customer, consignee or party nominated by the Customer at the appropriate time and place then:

21.1 The Company shall be entitled to store the Goods or any part thereof at no risk to the Company and at the expense of the Customer; and

21.2 The provisions of clause 20.2 shall apply mutatis mutandis.

22 WAREHOUSING

Pending forwarding and/or delivery by or on behalf of the Company, Goods may be warehoused or otherwise held at any place as determined by the Company in its absolute discretion, at the Customer's expense.

23 COLLECTION OF EXPENSES

23.1 When Goods are accepted or dealt with by the Company upon instructions to collect freight, duties, charges or other expenses from the consignee or any other person, the Customer shall remain responsible therefore if they are not paid by such consignee or any other person immediately when due.

23.2 If accepted by the Company, instructions to collect payment on delivery shall be subject to the condition that the Company will be entitled to assume that the recipient will effect payment and in the matter of such collection will not be liable for any negotiable instrument which is not met on due date for payment.

24 SUNDRY GOODS RECOGNISABLE AS THE CUSTOMER'S

The Company shall have no obligation to take any action in respect of any Goods which may be recognisable as belonging to the Customer unless and until it receives suitable instructions relating to those Goods together with all necessary documents.

25 EXAMINATION OF LANDED GOODS

25.1 Where it is necessary for an examination to be held or other action to be taken by the Company in respect of any discrepancy in the Goods which are landed or discharged from any vessel, aircraft, vehicle, or transport unit, no responsibility shall attach to the Company for any failure to hold such examination or to take any other action unless the Company has been timeously advised by the landing or discharge agent that such Goods have been landed and that such a discrepancy exists.

25.2 The Company will not be responsible for examining or counting any goods received by it where such Goods are bundled, palletised or packed in any manner such that their number cannot be quickly and easily counted. Should the Company undertake to count Goods so received, it shall incur no liability in respect of any error or inaccuracy in such counting, whether such error or inaccuracy is the result of negligence on the part of the Company or otherwise. The Company shall be entitled to levy a charge on the Customer for the counting of goods in such circumstances.

26 DUTIES, TAXES, IMPOSTS, LEVIES AND DEPOSITS

26.1 The Customer, whether or not the cause of payment was due to an act, instruction or omission of the sender, owner and/or consignee and their agents, if any, shall be liable for any duties, taxes, imposts, levies, deposits or out-lays of whatsoever nature levied by or payable to the authorities, intermediaries or other parties at any port or place or in connection with the Goods and whether at the time of entry and/or at any subsequent time and for any payments, fines, penalties, expenses, loss or damage or whatsoever incurred or sustained by the Company in connection therewith or arising thereout.

26.2 The Company shall bear no liability in consequence of the fact that there may be a change in the rate of duty, cargo dues, freight, railage or cartage or any other tariff, before or after the performance by the Company of any act involving a less favourable rate or tariff or by virtue of the fact that a saving might have been effected in some other way had any act been performed at a different time.

27 RECOVERY OF DUTIES INCORRECTLY PAID

Where as a result of any act or omission by or on behalf or at the instance of the Company and whether or not such act or omission was negligent, any duty, tax, levy, railage, cargo dues, freight, cartage or any other impost or charge has been paid or levied in an incorrect amount, then any responsibility or liability to the Customer which the Company may otherwise have will cease and fall away if the Customer does not –

27.1 within a reasonable time having regard to all the circumstances, and in particular to the time allowed for the recovery from the payee of the amount overpaid, advise the Company that an incorrect amount has been paid or levied, and

27.2 do all such acts as are necessary to enable the Company to effect recovery of the amount incorrectly paid. The fact that the Customer may not be aware that any such incorrect payment has been made shall not constitute a circumstance to be taken into account in calculating what is a reasonable time for the purpose of clause 27.1. Should any act or omission by the Customer, whether or not such act or omission was due to ignorance on the part of the Customer, and whether or not such ignorance was reasonable or justified in the circumstances, prejudice the Company's right of recovery, the Customer shall be deemed not to have complied with the provisions of clauses 27.1 and 27.2.

28 PAYMENT BY THE CUSTOMER

28.1 Unless otherwise specifically agreed by the Company in writing the Customer shall pay to the Company in cash immediately upon presentation of account all sums due to the Company without deduction or set-off and payments shall not be withheld or deferred on account of any claim or counterclaim which the Customer may allege.

28.2 All and any moneys received by the Company from the Customer shall be appropriated by the Company in its sole and absolute discretion in respect of any undisputed indebtedness owing by the Customer to the Company, notwithstanding that the Customer might, when making payment, seek to appropriate the payment so made to any particular debt or portion of a debt.

29 DEBITING FEES AND DISBURSEMENTS

The Company shall under no circumstances be precluded from raising a debit and obtaining payment in respect of any fee or disbursements due to it notwithstanding the fact that a previous debit or debits, whether excluding or partly excluding the items subsequently requiring to be charged or recovered, had been raised and whether or not any notice had been given that further debits were to follow.

30 RISK OF POSTED ITEMS

Notwithstanding any prior dealings between the Company and the Customer all documents, cash, cheques, bank drafts or other remittances, sent to the Company through the post shall be deemed not to have been received by the Company unless and until they are actually received by the Company.

INITIALS:

31 QUOTATIONS

31.1 The Company shall be entitled at any time by notice to the Customer to cancel or resile from any quotation or agreement in circumstances where it becomes impracticable or uneconomical for the Company to carry out the contract at the quoted rate and the Customer shall have no claim whatsoever against the Company for any loss that the Customer might incur as a result of the Company cancelling or resiling from the quotation or executory agreement.

31.2 Without in any way limiting the provisions of clause 31.1 all quotations and agreements are subject to revision without notice having regard to changes in currency exchange rates and upward movements in amounts payable by or on behalf of or at the instance of the Company to third parties including, without limitation, freight, surcharges, insurance premiums, equipment rental and labour which charges and upward movements take place after quotation. Any revision of rates as aforesaid will be commensurate with the change in the currency exchange rate or the increase in such amounts payable. Any such increase shall, failing agreement between the parties, be determined by the then auditors of the Company or any other auditors nominated by the Company, who in such determination shall act as experts and not as arbitrators and whose decision shall be final and binding on the parties.

32 NO CLAIMS AGAINST COMPANY DIRECTORS AND EMPLOYEES

The Customer undertakes that no claims shall be made against any director, servant or employee of the Company which imposes or attempts to impose upon him any liability in connection with the rendering of any services which are the subject of these trading terms and conditions and hereby waive all and any such claims.

33 VARIATION OF THESE TRADING TERMS AND CONDITIONS

No variation of these trading terms and conditions shall be binding on the Company unless embodied in a written document signed by a duly authorised director of the Company. Any purported variation or alteration of these trading terms and conditions otherwise than as set out above shall be of no force and effect, whether such purported variation or alteration is written or oral, or takes place before or after receipt of these standard trading terms and conditions by the Customer.

34 NON-WAIVER

No extension of time or waiver or relaxation of any of the trading terms and conditions shall operate as an estoppel against any party in respect of its rights under these trading terms and conditions, nor shall it operate so as to preclude such party thereafter from exercising its rights strict in accordance with these trading terms and conditions.

35 GOVERNING LAW

These trading terms and conditions and all agreements entered into between the Company and the Customer pursuant thereto and on the terms thereof shall be governed by and construed in accordance with the laws of the Republic of South Africa.

36 SUBMISSION TO JURISDICTION

The parties agree that any legal action or proceedings arising out of or in connection with these trading terms and conditions shall be brought in the division of the High Court of South Africa where the Company's head office is situated at the commencement of the proceedings, and the Customer irrevocably submits to the non-exclusive jurisdiction of such court.

37 BENEFIT OF DISCOUNTS

The Company is entitled to the benefits of any discounts obtained and to retain and be paid all brokerages, commissions, allowances and other remunerations of whatsoever nature and kind and shall not be obliged to disclose or account to the Customer, or principal for any such amounts received or receivable by it.

38 LIEN AND PLEDGE

38.1 All Goods and documents relating to Goods including bills of lading and import permits, as well as all refunds, repayments, claims and other recoveries, shall be subject to a special and general lien and pledge either for moneys due in respect of such Goods or for other moneys due to the Company from the Customer, sender, owner, consignee, importer or the holder of the bill of lading or their agents, if any. If any moneys due to the Company are not paid within 14 (fourteen) days after notice has been given to the person from whom the moneys are due that such Goods or documents are being detained, they may be sold by auction or otherwise or in some other way disposed of for value at the sole discretion of the Company and at the expense of such person, and the nett proceeds applied in or towards satisfaction of the indebtedness.

38.2 The Customer shall not be entitled to effect, or allow to be effected, any security over the Goods or the documents relating to the Goods, including without limitation, any general or special notarial bond, pledge, hypothec, right of retention, arrest, lien and pledge, without the Company's prior written consent. In any event, any lien and pledge exercised in terms of clause 38.2 shall operate as a first and prior against the Goods and the documents relating to the Goods and no other security shall rank prior to the lien and pledge.

39 INDEMNITY BY THE CUSTOMER

Without prejudice any of the Company's rights and securities under these trading terms and conditions, the Customer indemnifies and holds harmless the Company against all liabilities, damages, costs and expenses whatsoever incurred or suffered by the Company arising directly or indirectly from or in connection with the Customer's express or implied instructions or their implementation by or on behalf of or at the instance of the Company in relation to any Goods and in particular, but without limitation of the aforegoing, in respect of any liability whatsoever which may be incurred –

39.1 to any hauler, carrier, warehouseman or other person whatsoever at any time involved with such Goods arising out of any claim made directly or indirectly against any such person by the Customer or by any consignor, consignee or owner of such Goods or by any person having an interest in such goods or by any other person whatsoever; and/or

39.2 to any owner or consignee of such goods who is not the Customer of the Company where the Company performs the service of a deconsolidation agent, or any other service; and/or

39.3 to any carrier of the Goods if the Company is the consignor or consignee of the Goods; and/or

39.4 in respect of any goods referred to in clause 18.

40 LIMITATION OF COMPANY'S LIABILITY

40.1 Subject to the provisions of clause 40.1 and clause 41, the Company shall not be liable for any claim of whatsoever nature (whether in contract or in delict) and whether for damages or otherwise, howsoever arising including but without limiting the generality of the aforesaid –

40.1.1 any negligent act or omission or statement by the Company or its servants, agents or nominees ; and/or

40.1.2 any act or omission of the Customer or agent of the Customer with whom the Company deals; and/or

40.1.3 any loss, damage or expense arising from or in any way connected with the marking, labelling, numbering, non-delivery or mis-delivery of any Goods; and/or

40.1.4 any loss, damage or expense arising from or in any way connected with the weight, measurements, contents, quality, inherent vice, defect or description of any Goods; and/or

40.1.5 any loss, damage or expense arising from or in any way connected with any circumstance, cause or event beyond the reasonable control of the Company, including but without limiting the generality of the aforesaid, strike, lock-out, stoppage or restraint of labour; and/or

40.1.6 damages arising from loss of market or attributable to delay in forwarding or in transit or failure to carry out any instructions given to the Company; and/or

40.1.7 loss or non-delivery of any separate package forming part of a consignment of for loss from a package or an unpacked consignment or for damage or mis-delivery; and/or

40.1.8 damage or injury suffered by the Customer or any person whatsoever arising out of any cause whatsoever as a result of the Company's execution or attempted execution of its obligations to the Customer and/or the Customer's requirements or mandate;

Unless –

(a) such claim arises from a grossly negligent act or omission on the part of the Company or its servants; and

(b) such claim arises at a time when the Goods in question are in the actual custody of the Company and under its actual control; and

(c) in the instance provided in clause 40.1.7 above, the Company receives a written notice within 5 (five) days after the end of the transit where the transit ends in the Republic of South Africa and within 14 (fourteen) days after the end of the transit where the transit ends at a place outside the Republic of South Africa.

40.2 Notwithstanding anything to the contrary contained in these trading terms and conditions, the Company shall not be liable for any indirect and consequential loss arising from any act or omission or statement by the Company, its agents, servants or nominees, whether negligent or otherwise.

41 MONETARY LIMITATION OF LIABILITY OF THE COMPANY

41.1 In those cases where the Company is liable to the Customer in terms of clause 40.1, in no such case whatsoever shall any liability of the Company, howsoever arising, exceed whichever is the least of the following respective amounts

41.1.1 the value of the Goods evidenced by the relevant documentation or declared by the Customer for customs purposes or for any purpose connected with their transportation; or

41.1.2 the value of the Goods declared for insurance purposes; or

41.1.3 double the amount of the fees raised by the Company for its services in connection with the Goods, but excluding any amount payable to subcontractors, agents and third parties.

41.2 If it is desired that the liability of the Company in those cases where it is liable to the Customer in terms of clause 40.1 should not be governed by the limits referred to in clause 40.1 written notice thereof must be received by the Company before any goods or documents are entrusted to or delivered to or into the control of the Company (or its agents or sub-contractors), together with a statement of the value of the Goods. Upon receipt of such notice the Company may in the exercise of its absolute discretion agree in writing to its liability being increased to a maximum amount equivalent to the amount stated in the notice, in which case it will be entitled to effect special insurance to cover its maximum liability and the party giving the notice shall be deemed, by so doing, to have agreed and undertaken to pay the Company the amount of the premium payable by the Company for such insurance. If the Company does not so agree the limits referred to in clause 40.1 shall apply.

42 GENERAL AVERAGE

The Customer indemnifies and holds harmless the Company in respect of any claims of a general average nature which may be made against the Company and the Customer shall provide such security as may be required by the Company in this connection.

43 BREACH

If the Company breaches any of these trading terms and conditions or any agreement between it and the Customer and fails to remedy such breach within 30 (thirty) days of the date of receipt of written notice requiring it to do so then the Customer shall be entitled to compel performance by the Company of the obligations it has defaulted in, but shall not be entitled to cancel these trading terms and conditions and any agreement between the Customer and the Company.

44 CANCELLATION

44.1 The Company shall be entitled to cancel any agreement between it and the Customer by written notice if:

44.1.1 the Customer commits any breach of its obligations under the agreement and fails to remedy that breach within 7 (seven) days of it being given written notice to do so;

44.1.2 the Customer commits any act of insolvency in terms of section 8 of the Insolvency Act, number 24 of 1936;

44.1.3 the Customer is deemed to be unable to pay its debts in terms of the Companies Act, 2008;

44.1.4 the Customer is placed into business rescue proceedings;

44.1.5 the Customer compromises or attempts to compromise with its creditors;

44.1.6 any provisional or final order is granted for the sequestration or winding up of the Customer;

44.1.7 the Customer fails to satisfy any judgment granted against it within 10 (ten) days of judgment being delivered.

44.2 The rights of the Company under clause 44.1 shall not be exhaustive and shall be in addition to and without prejudice to any other rights which it may have whether for damages or otherwise.

44.3 Notwithstanding the aforegoing, the Company reserves the right under any circumstances to cancel any contract of storage upon 14 (fourteen) days written notice to the Customer who shall be liable forthwith to remove its Goods upon expiry of the notice period, subject to the payment of all outstanding amounts due by it to the Company and the Company's right to exercise a lien as set out in clause 38 above.

45 WARRANTIES AND REPRESENTATIONS BY THE COMPANY

The Company makes no warranties and representations to the Customer save as may be specifically provided herein or as notified in writing by the Company to the Customer from time to time. The Customer acknowledges that the Company is not in any way bound by any oral statement, representation, guarantee, promise, undertaking, inducement or otherwise which may have been made at any time by any salesman, employee, representative or any person acting or purporting to act for or on behalf of the Company, whether negligently or otherwise unless such statements, representations, guarantees, promises, undertakings, warranties or inducements are supplied or made in writing by an employee duly authorised by written resolution of the board of directors of the Company in response to a written enquiry specifying accurately and in complete detail what information is required.

46 DISPUTES

46.1 Should there be any dispute of any nature whatsoever between the parties in regard to any aspect, matter or thing relating to these trading terms and conditions and whether or not the Company has executed its obligations in terms of any agreement it has with the Customer, then and in such event the Customer shall nevertheless be obliged to perform its obligations in terms of any such agreement as though the Company had performed properly and to the Customer's satisfaction.

46.2 The Customer's remedy, having performed its obligations as provided in clause 46.1, shall be limited to an action against the Company for repayment of either the whole or portion of the amount which the Customer alleges, constitutes an overpayment.

46.3 Without affecting the generality of clauses 46.1 and 46.2 the Customer shall not be entitled to withhold payment of any amounts, by reason of any dispute with the Company, whether in relation to the Company's performance in terms of any agreement, or lack of performance or otherwise, after which payment the Customer's rights of action against the Company in terms of this clause can be enforced. Until such payment is made, any rights that the Customer may have, shall be deemed not yet to have arisen and it is only the payment to the Company which releases such rights and makes them available to the Customer in respect of any claim that he may have against the Company.

46.4 In any dispute between the Company and the Customer the Company shall be deemed to have performed its obligations in a proper and workmanlike manner and strictly in accordance with any agreement between it and the Customer, until such time as the Customer proves the contrary.

47 TIME FOR PERFORMANCE BY THE CUSTOMER

47.1 Time is of the essence for the performance by the Customer of all obligations owed to the Company in terms of any agreement with it governed by these terms and conditions.

47.2 If any vehicle employed by the Company or its agents or sub-contractors is required to deviate from its normal route for whatever reason or if the Company is delayed in the performance of any contract due to any act or omission of the Customer including, without limitation, incorrect declarations or the inability to receive Goods, the Customer shall be liable for all extra costs and expenses incurred by the Company. In such event, the Company and/or its agents or sub-contractors shall have the right to unload, store or move Goods at the sole risk and expense of the Customer.

47.3 Time shall not be of the essence for the performance of any obligation by the Company to the Customer. Whilst the Company will use its reasonable endeavours to execute its contractual obligations timeously, it shall not be liable for any loss or expense howsoever arising and whether attributable to negligence or otherwise suffered by the Customer as a result of delays howsoever arising.

48 SEVERABILITY

If any provision of these terms and conditions is unenforceable, then the Company shall be entitled to elect (which election may be made at any time) that such provision shall be severed from the remaining provisions of these terms and conditions which shall not be affected and shall of full force and effect.

49 GENERAL CONDITIONS OF AIRLAND LOGISTICS (PTY) LTD

These terms and conditions are in addition to the general conditions of the Company ("general conditions"). In the event of there being any conflict between any provision contained in these terms and conditions and the general conditions, the provisions contained in these terms and conditions will prevail.

I acknowledge that I have received, read and fully understood the contents of the general conditions of the Company and agree that these will be binding in respect of all dealings between the Company and the Customer.

Signed by _____ Designation _____

Dated DD MM YYYY Duly authorised _____

(He/she warrants that he/she is duly authorised hereto)

SUBMIT