SERVICE CONTRACT

Between

THE AGENT

And

THE CUSTOMER

GoBorders (Pty) Ltd.

("THE AGENT")

Registration: 2016/079823/07

VAT Registration: 4860273319

22 Sacks Circle

Sacks Circle Industrial

Bellville South

Tel: +27 21 912 5900

Fax: +27 21 912 5901

Company Details ("THE CUSTOMER")

Trading Name: .....

Company Name: .....

Company registration nr: .....

VAT Registration Number: .....

Telephone Number: .....

Fax Number: .....

Physical Address: .....

.....

.....

Postal Address: .....

.....

.....

Credit limit required: .....

Payment terms: .....

Details of Owner / Partners / Directors / Trustees

Name / Phone	ID Number	Address
1		
2		
3		
4		

Person Responsible for Account Payment

Name: .....

Position: .....

Phone: .....

Fax No.: .....

E-mail Address: .....

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Details of Auditor

Auditor's Name: .....

Address: .....

Phone: .....

Banking Details

Bank Name: .....

Branch: .....

Branch Code: .....

Account Name: .....

Account No: .....

Trade Reference Name

	Name	Phone	Address
1			
2			
3			
4			

By his/her signature hereto, the signator warrants that he/she:

1. has the necessary authority to bind the Customer on behalf of whom he/she is signing;
2. has read and accepted the STANDARD TRADING TERMS and CONDITIONS of the Agent and hereby binds the Customer thereto;
3. the Customer consents to any credit or verification checks required to process this document or perform any functions in terms of the Standard Terms and Conditions or any other agreement between the Parties;
4. and that the Customer is a juristic person whose asset value or annual turnover, at the Signature Date equals or exceeds the threshold value of R2 million and that the Consumer Protection Act 68 of 2008 does not apply to this Agreement.

Date and Place _____

For the Customer who hereby warrants that (s)he is duly authorised to sign this agreement on its behalf:

Authorised Signature_____

Name (printed): _____

Position: _____

Witness Signature _____

Witness Name (printed): _____

Position: _____

OFFICE USE ONLY

Credit Insurance Reference: .....

Captured By: ..... Date:.....

Approved Credit Limit: .....

Signature of Approval: .....

Date: .....

.....

STANDARD TRADING TERMS and CONDITIONS

1. DEFINITIONS

1.1 “Agent” shall mean GoBorders (Pty) Ltd.

1.2 “Associated Entity” shall mean any entity which is a related juristic person as defined in the Companies Act 71 of 2008 of the Agent or any entity which is itself a related juristic person to the Agent and any entity which is portrayed, on the website and other marketing material of the Agent, as being part of the group of companies of which the Agent is a part.

1.3 "Customer" shall include (and, where applicable from the circumstances, include jointly and severally):

- 1.3.1 the entity described in the credit application;
- 1.3.2 the person who instructs the Agent to perform the Services;
- 1.3.3 the person who accepts the Agent’s quotation or cost estimate;
- 1.3.4 any person who contracts with the Agent either directly or through the services of an agent;
- 1.3.5 any person at whose request or on whose behalf the Agent undertakes any business or provides any advice, information or Services;
- 1.3.6 the owner of the Goods or any other persons who may have or who acquire an interest in the Goods.

1.4 "Parties" shall collectively refer to the Agent and the Customer.

1.5 "Goods" shall mean any Goods handled, transported, stored or which comes under the control of the Agent or its nominee in accordance with the provisions of this Agreement, and in terms of any other agreement concluded between the parties and which shall include any container, transportable tank, flat pallet, any form of covering, packaging, or equipment used in connection with or in relation to such Goods.

1.6 “Services" shall include all services rendered by the Agent to the Customer, including the Agent contracting Service Providers to perform or provide logistics or related services for the Customer and/or in respect of Goods, and all business undertaken between the Customer and the Agent.

1.7 "Disbursements" shall mean costs or charges payable to any third party (including departments of state), which shall include but not be limited to taxes, tariffs, imposts, duties, statutory fees and the fees of Service Providers, and which is for the account of the Customer.

1.8 “Misconduct" shall mean any wilful or intentional act to harm the Customer, including gross negligence, by an employee of the Agent.

1.9 "Service Provider" shall mean any party or entity (including departments of State) who are contracted, commissioned or mandated by the Agent to perform any function associated with the terms of this Agreement, including an Associated Entity.

1.10 “POPI Act” shall mean the Protection of Personal Information Act, 2013, any regulations relating thereto and any amendment or replacement of any such Act and/or regulations.

1.11 “Platforms” shall mean all websites, mobile sites, mobile apps, social media platforms or any other technology or mechanism (including e-mails, reports and attachments) used to interact between the Parties and/or any Associated Entity or Service Provider.

1.12 “Dangerous Goods” as defined in the International Maritime Dangerous Goods Code

2. AGENCY

2.1 The Parties hereby agree that the Agent will act as agent and logistical co-ordinator on behalf of the Customer and will make all the necessary arrangements in terms of its agency mandate for the performance of the Services. Subject to clause 2.3 of this Agreement, or on written notice by the Agent to the Customer, the Agent acts in an agency capacity when providing any services.

2.2 Any Services rendered by the Agent may, in the absolute discretion of the Agent, be fulfilled by the Agent itself, by its own employees, agents or sub-contractors (including sub-agents) performing part or all of the agency Services. In performing its agency mandate, the Agent shall be entitled to contract, on behalf of the Customer, the Service Providers it deems appropriate. The Customer acknowledges and agrees that when the Agent concludes any contract with (or appoints) a Service Provider, for and on behalf of the Customer, such agreement (or appointment) is concluded between the Customer and the Service Provider on such terms as Service Provider may stipulate or has agreed with the Agent. Where the Agent appoints Associated Entities as Service Providers, they shall be appointed on the basis of the Associated Entities’ standard trading conditions, copies of which are available on request, and which standard trading conditions shall apply between the Customer and the Associated Entity.

2.3 Notwithstanding any other terms of this Agreement, where services are performed by the GoCheck department of the Agent these services shall be provided by the Agent as an independent contracting counter-party to the Customer and not as an Agent and shall be subject to the GoCheck standard terms and conditions, copies of which are available on request.

2.4 The relationship between the Customer and the Agent is one of principal and agent which shall not be construed to create any employment relationship, partnership, joint venture between them, or to authorize either Party to enter into any commitment binding on the other Party except as necessary for the performance by the Agent of the Services.

2.5 The Agent deals with Goods only on the basis that it acts as the Customer’s agent and not a common carrier, a public carrier, a bailee or a depository for reward.

3. COMMENCEMENT AND DURATION

3.1 This Agreement commences on the date of acceptance of the Agent’s quotation or cost estimate or the date upon which the Customer first instructs the Agent to perform Services, whichever is the earlier. This Agreement shall endure for an indefinite period until termination. Either party shall be entitled to terminate this Agreement on three months written notice of such termination, in which event all rights and obligations arising before the expiry of the notice period, in particular relating to Services described in any quotation or cost estimate which was accepted prior to such termination, which are partially performed and/or in respect of consignments which have not yet been delivered, shall remain in effect unless agreed to the contrary in writing by the Parties. The Agent shall be entitled not to accept instructions in respect of any Goods at any time and at its sole discretion.

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4 THE CUSTOMER'S UNDERTAKINGS

4.1 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 Agent in regard thereto, reasonable knowledge of all matters directly or indirectly relating thereto or arising there from including, without limitation, terms of sale and purchase, risk and responsibilities.

4.2 The Customer shall comply with all regulations, laws, protocols or requirements of all customs, port and other authorities, and persons providing services of any nature, in relation to any Goods and Services dealt with and provided in terms of this Agreement and shall bear and pay all costs, duties, taxes, penalties, fines and expenses in respect of the said Goods and Services. The Customer shall further indemnify the Agent in respect of any losses and liabilities incurred or suffered by reason of the Customer's failure to comply with said regulations, laws, protocols or requirements.

4.3 The Customer further undertakes to do all things necessary, sign all documents, provide all information, make all payments and perform any such function which might reasonably be necessary to assist the Agent in fulfilling its obligations in terms of this Agreement and to do so in a timely fashion.

4.4 The Customer's instructions to the Agent shall always be in writing. The Agent shall not be obliged to accept any oral instructions, standing or general instructions or instructions given late, even if received by the Agent without comment, but the Agent may act thereupon in the exercise of its absolute discretion.

4.5 In the absence of specific instructions or specific instructions given timeously in writing by the Customer to the Agent, it shall be in the absolute discretion of the Agent to decide the means, route and procedure of any or all of the Services, as well as at what time to perform or to procure the performance thereof, which may be necessary or requisite for the discharge of its obligations to the Customer.

4.6 The Customer warrants:

4.6.1 that it is either the owner or the authorised agent of the owner of any Goods in respect of which the Customer instructs the Agent and that each such person is also jointly and severally bound by these trading terms and conditions and responsible for payment;

4.6.2 that 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 Agent 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 this Agreement;

4.6.3 the accuracy and completeness of all information, descriptions, values and other particulars furnished to the Agent, its servants and Service Providers, including but not limited to the nature, weight and mass of the Goods and carriage and temperature requirements and instructions.

4.7 The Customer undertakes not to negotiate directly, or via any third parties, with Service Providers and/or or their agents in relation to the booking and arrangement of any logistics arrangements as mandated to the Agent, unless agreed in writing by the Agent.

4.8 The Customer is responsible to abide by the terms of the relevant bill of lading and is liable for any lack of compliance with the terms of the bill of lading for any reason whatsoever.

4.9 The Customer indemnifies the Agent, its servants or Service Providers against any liability of whatever nature arising from the Customer's breach of any provision or provisions contained in this clause 4 or from action taken by the Agent, its servants, or Service Providers based on or in any way and to any extent arising from such a breach.

4.10 The Customer undertakes that no claims shall be made against any director, servant or employee of the Agent which imposes or attempts to impose any personal 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. The Agent acts as the agent of the said directors, servants and or employees of the Agent in relation to, inter alia, this clause who also accept the benefit of this clause.

5 COST ESTIMATES

5.1 Subject to the other provisions of this clause, all tariffs, service fees and charges applicable in terms of this Agreement are reflected in cost estimates issued to the Customer for specific services. The Agent reserves the right to amend all cost estimates but shall inform the Customer in writing of these amendments.

5.2 Quotations and cost estimates are based, inter alia, on weight, volume, quantities, densities, dimensions, mass, properties, nature of Goods and any other available technical data, loading and off-loading hours and any other relevant information supplied by the Customer and are accepted by the Agent in good faith under representation of the Customer. Any variations therefrom shall entitle the Agent to adjust the amount quoted to take into account such variations or to suspend, or cancel the quotation or estimate, without thereby incurring any liability whatsoever and in the event of any such cancellation, reserving to itself the right to claim from the Customer such damages and additional resultant costs as the Agent may have suffered or incurred.

5.3 Shipments effected after the date on which the cost estimate was forwarded to the Customer will be charged at the cost estimate rate, unless the cost estimate specifies a different effective date. The latest cost estimate will be deemed to the correct and valid cost estimate.

5.4 Where the Agent provides services or incurs disbursements, tariffs, fees and charges which are not covered by any cost estimate, the Agent shall be entitled to charge the Customer at a market-related rate whether in the form of demurrage, detention, levies, surcharges, tariffs, penalties, due to delays, strike, lock-out, stoppage, cyberattack, protest, civil disruption, looting or restraint of labour, interruptions, hindrance, local traffic, municipal regulations or the non-production of necessary licences, permits or custom forms or from any other cause. Without limiting the application of the other terms of this clause, in the event of any form of Force Majeure and/or impossibility of performance, or claimed Force Majeure and/or possibility of performance, effecting the provision of any services whatsoever by any third parties in respect of the Goods, the Customer shall be obliged to continue to pay the Agent for any amounts payable to the Agent in terms of this Agreement including, but not limited to, demurrage, storage and other charges which accrue during the period in which the said Force Majeure and/or impossibility of performance is claimed.

5.5 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 the Agent shall be entitled to store the Goods or any part thereof at no risk to the Agent and at the expense of the Customer.

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5.6 The Agent 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 shall not be obliged to disclose or account to the Customer or principal for any such amounts or receivable by it.

5.7 The Agent shall be entitled at any time by notice to the Customer to cancel or resile from any cost estimate, quotation or contract in circumstances where it becomes, in the Agent's sole discretion, impracticable or uneconomical for the Agent to carry out the contract at the estimated/quoted rate and the Customer shall have no claim against the Agent for any loss that the Customer might incur as a result of the Agent cancelling or resiling from the cost estimate, quotation or contract.

6 PAYMENT

6.1 The Agent shall render any accounts, tax invoices or statements ("Statements"), directly to the Customer, in respect of all charges and services rendered in terms of this Agreement.

6.2 Any queries with regard to invoices rendered in accordance with the provisions of Clause 6.1 must be brought to the attention of the Agent in writing, within 5 days after the invoice have been received. Those items under query on an invoice will become payable upon the resolution of the query or at such time as may be agreed to by the Agent. Notwithstanding the aforegoing, those items or portions of an invoice which are not under query shall remain payable in accordance with the provisions of Clause 6.4 hereof.

6.3 Any queries on an invoice which are only brought to the attention of the Agent after 5 days shall be payable in full, subject to a credit being granted in favour of the Customer, in the event of the query being resolved in favour of the Customer.

6.4 All Statements, in accordance with the provisions of Clause 6.1 shall be paid by the Customer as per agreed payment terms after the invoice was issued. In the event of failure to pay any invoice in full when due, all other amounts outstanding shall be considered to have fallen due.

6.5 Statements which have been rendered by the Agent to the Customer and which have not been paid when due in accordance with the provisions of Clause 6.4, or as agreed in writing, shall accrue interest which shall be payable, monthly in arrears, calculated at 6% above the Prime Rate applied by Standard Bank at the time when the Statement became due.

6.6 Payments shall be made in the currency reflected on the invoice without any deductions or set off, into the bank account of the Agent, or as may be directed in writing by the Agent.

6.7 Payment shall not be withheld, set-off or deferred on account of any query, claim, or counterclaim which the Customer may make or allege.

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

6.9 The Agent will be entitled to invoice the Customer for any valid cost disbursed or fee levied. Costs and charges, and any fees in respect of costs and charges, shall be deemed to arise when they are invoiced to the Agent by the party raising the fees regardless of when (or how long ago) the underlying services in question were actually provided.

6.10 In order to create operations and administration efficiencies, it might be necessary for the Agent to apply certain standardised rates between different service providers. Where actual rates differ from standard rates, the Agent will be entitled to retain all benefits.

6.11 Should the Agent have to take any legal action for the recovery of any fees due and payable by the Customer, the costs thereof will be borne by the Customer on an attorney and own client scale or the maximum scale of costs permitted in law, whichever amount is greater.

6.12 A certificate issued by an authorised person of the Agent as to any indebtedness of the Customer in terms of this agreement or any other fact relating to this agreement shall be prima facie evidence of the Customer's indebtedness to the Agent hereunder and/or such other fact for the purpose of provisional sentence or summary judgment proceedings or for any other purpose.

7 INSURANCE AND RISK

7.1 The Customer is responsible for the procurement of insurance against all risk arising out of this agreement. Any insurance procured by the Agent shall be on the written instruction of a Customer and shall be for the Customer's account.

7.2 Insofar as the Agent agrees to arrange insurance, the Agent acts solely as agent for and on behalf of the Customer. It is noted and understood that the Agent is not a registered Financial Service Provider (FSP) in terms of the Financial Advisory Intermediary Services Act (FAIS) and therefore is not licensed to provide advice or intermediary services. Accordingly, where the Agent facilitates the arrangement of insurance this is done on the basis of a direct sale by a third party with no advice component by the Agent.

7.3 Should the customer require advice on the product then this will be given by the FSP that is providing the product directly to the customer without the involvement of the Agent and the Agent has no liability with regards to this. The Agent warrants only that the FSP is licensed.

7.4 Should any insurer dispute its liability in terms of any insurance policy in respect of any Goods, the Customer concerned shall have recourse against such insurer only and the Agent shall not have any responsibility.

7.5 In the event that any claim of whatever nature and howsoever arising is made against the Agent or an Associated Entity, by any third party the Customer will immediately upon being notified by the Agent of such claim, at its own cost and expense undertake the defence of such claim in the name of and for the benefit of the Agent or Associated Entity.

7.6 The Agent shall not be liable for any claim of whatsoever nature (whether in contract or in delict) and whether for damages or otherwise, howsoever arising, unless subject to an act of Misconduct on the part of the Agent, including but without limiting the generality of the aforesaid:

7.6.1 any act or omission of the Customer or the Agent of the Customer with whom the Agent deals;

7.6.2 any loss, damage or expense arising from or in any way connected with any circumstance, cause or event beyond the reasonable control of the Agent, including but without limiting the generality of the aforesaid: strike, lock-out, stoppage, cyberattack, protest, civil disruption, looting or restraint of labour;

7.6.3 damage or injury suffered by the Customer or any person whatsoever arising out of any cause whatsoever as a result of the Agent's execution or attempted execution of its obligations to the Customer and/or the Customer's requirements or mandate; unless such claim arises from Misconduct on the part of the Agent.

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7.6.4 Notwithstanding anything to the contrary contained herein, the Agent shall not be liable for any indirect and consequential loss arising from any act or omission or statement by the Agent, its agents, servants or nominees, whether negligent or otherwise.

8 SURETY

8.1 The owners/partners controlling shareholders/members of the Customer hereby bind themselves as surety and co-principal debtor for the due fulfilment by the Customer of its obligations to the Agent or any Associated Party.

9 GOODS REQUIRING SPECIAL ARRANGEMENTS AND DANGEROUS GOODS

9.1 Except under special arrangements previously made in writing the Agent will not accept or deal with bullion, currency, precious stones, jewellery, valuables, antiques, pictures, human remains, livestock and plants. Should the customer nevertheless deliver such Goods to the company or cause the Agent to handle or deal with any such Goods otherwise than under special arrangements previously made in writing the Agent 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.

9.2 The Customer shall obtain in advance the Agent's specific written consent to accept any Dangerous Goods into its possession or control or into the possession or control of any of its agents, employees or third parties appointed by the Agent on behalf of the Customer.

9.3 The Agent is not obliged to provide Services in respect of Dangerous Goods.

9.4 If any such Dangerous Goods are delivered to the Agent, whether or not in breach of the provisions of clause 9.2, such Dangerous Goods may for good reason as the Agent 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 Agent being liable for any compensation to the Customer or any other party, and without prejudice to the Agent'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 Agent shall furthermore be entitled to recover from the Customer the freight in respect of any such carriage, notwithstanding the non-delivery of such Goods.

9.5 Should the Agent agree to handle any Dangerous Goods for any purpose, the Customer shall:

9.5.1 provide a full written disclosure of the nature and properties of such Goods to the Agent;

9.5.2 prior to loading, give the Agent special written and detailed instructions to enable the Agent to place such Goods for the proper safety and handling;

9.5.3 comply with all Laws governing the loading, off-loading, storage and carriage of such Goods;

9.5.4 ensure that such Dangerous Goods, or any Transport Unit or other case, crate, box, drum, canister, tank, flat pallet, package or other holder or covering of such Dangerous Goods, will bear the warning labels and declarations required in terms of any Law or other requirements of any authority or Carrier and that the nature and characteristics of such Dangerous Goods and all other data required by such Law, or other requirements will be prominently and clearly marked on the outside cover of such Dangerous Goods.

10 LIEN

10.1 The Agent shall have a lien over all documents which come into its possession or control, including but not limited to bills of lading, import permits, and refunds or monies recovered, which lien may be exercised in the event of the Customer breaching the provisions of this Agreement. The Agent shall further have a lien over any and all Goods belonging to the Customer handled, transported, stored or in the Agent's possession or under its control, which lien may be exercised in the event of the Customer breaching the provisions of this Agreement or any other agreement concluded between the parties. It is specifically recorded that this lien may be exercised over any and all Goods whether the Customer's indebtedness to the Agent arises from services rendered in respect of such Goods or not.

10.2 In the event of the Agent utilising the services or premises of any third party for any purpose, such third party shall be the agent of the Agent for the purposes of exercising the Agent's right to retention under lien.

10.3 The Customer shall not be entitled to effect or allow to be effected any security in respect of the Goods or the documents relating to the Goods including without limitation, any general or special notarial bond, pledge, hypothec, right of retention, or lien and pledge, without the prior written consent of the Agent. The lien and right of retention in favour of the Agent referred to above, shall operate as a first and prior charge against the Goods and documents relating to the Goods and no other security shall rank prior to the Agent's lien or right of retention.

11 HOUSE BILL OF LADING

11.1 The Agent shall be entitled to issue in respect of the whole or part of any contract for the movement of Goods a House Bill of Lading ("HBL") provided that when a HBL is issued, these trading terms and conditions shall continue to apply except insofar as they conflict with the terms and conditions applicable to the HBL. The issue of the HBL by the Agent shall entitle it to raise an additional charge determined by the Agent, to cover its additional obligations arising out of the HBL.

12 SPECIAL CONDITIONS RELATED TO ELECTRONIC DATA, PRIVACY, CONFIDENTIALITY AND DATA PROTECTION

12.1 Notwithstanding the provisions of any legislation or other law regulating electronic communications and transactions, the Agent shall only be deemed to have received electronic data and/or messages when such electronic data and/or messages have been retrieved, processed and read by the addressee.

12.2 Under no circumstances whatsoever and howsoever arising (including negligence on the part of the Agent or its employees) shall the Agent be liable for any loss or damage arising from or consequent upon the provision by the Agent to the Customer in whatever manner and/or form, of incorrect information, including electronically communicated information or data, where such incorrect information or data has been generated by any person with whom the Agent conducts business and/or any other third party.

12.3 The Agent shall furthermore under no circumstances whatsoever be liable for any loss or damage arising from or consequent upon any failure and/or malfunction for whatever reason and regardless of negligence in whatever degree on the part of the Agent/Associated Entity or flaws or security breaches in the Agent computer systems and/or software programmes, provided and/or operated by the Agent and/or

by any person with the Agent conducts business and/or third party, and which systems shall include the Agent's electronic automated information services provided to its Customers.

12.4 The Parties acknowledge that for the duration of this Agreement, a Party may or will obtain access to or be provided with Personal Information as defined in the POPI Act ('the Receiving Party') of the other Party ('the Disclosing Party') and of the Disclosing Party's directors, consultants, employees, sub-contractors, clients, suppliers and other persons associated with the Disclosing Party, for the purposes of performing their obligations in terms of the agreements between them.

12.5 The Receiving Party undertakes to respect and maintain the privacy and security of all such Personal Information and agrees that it will comply with all applicable data protection or data privacy laws, including the POPI Act.

12.6 The Receiving Party undertakes that it will not do or omit to do anything which causes the Disclosing Party to be in breach of the Disclosing Party's obligations under all applicable data protection or data privacy laws, including the POPI Act.

12.7 The Disclosing Party consents to the collection, processing and further processing of its Personal Information and that of the Disclosing Party's directors, consultants, employees, sub-contractors, customers, suppliers and other persons associated with the Disclosing Party, by the Receiving Party in so far as this is required for the implementation of this Agreement and any other agreement concluded by the Parties provided that such collection, processing and further processing of Personal Information is carried out in terms of the POPI Act.

12.8 The Disclosing Party shall, at any time, be entitled to demand that the Receiving Party returns, alternatively destroys or deletes, any and all Personal Information which has been provided to the Receiving Party by the Disclosing Party. Upon receiving such a demand, the Receiving Party shall comply with this demand and shall not retain any copies or any extracts of such Personal Information and shall not retain any copies thereof or any extracts therefrom. The Receiving Party shall thereupon confirm in writing that such Personal Information has been returned, alternatively destroyed or deleted in terms of the demand. The Personal Information will accordingly be retained until such time as the Disclosing Party demands the return, destruction or deletion thereof.

12.9 Each of the Parties agrees to keep secret and confidential and not to divulge to any third party whether directly or indirectly, any information relating to the provisions of this Agreement or the affairs of the other Party, including without limitation the tariffs charged by the Agent and any of the third parties contracted by the Agent and any other rates and discounts charged or afforded by the Agent, reflected in the Agent's quotations and/or cost estimates and/or otherwise communicated by the Agent to the Customer.

12.10 The Agent and Associated Entities further terms and conditions on use of mobile applications, websites and Platforms are available at https://www.goglobal.group/terms-and-conditions/ and any queries in regard to these or related issues may be directed to mailto:informationofficer@goglobal.group.

13 NOTICES AND DOMICILIA

13.1 The Parties hereby choose their domicilium citandi et executandi for all purposes under this Agreement as follows:

13.1.1 The Agent at 22 Sacks Circle, Sacks Circle Industrial, Bellville South, Cape Town, Western Cape, South Africa;

13.1.2 The Customer at the physical address reflected in its letterhead, email footer and/or in the credit application.

13.2 Notices required in terms of this Agreement may be served by hand at the Parties' chosen domicilium.

13.3 Correspondence, to the exclusion of notices, may be conducted electronically between the Parties.

13.4 Either Party shall be entitled, on notice to the other Party, to change its domicilium, provided that the change shall only become effective ten days after service of a notice on the other Party informing them of such change.

14 BREACH

14.1 In the event of either Party failing to perform or committing a breach in terms of this Agreement, the aggrieved Party shall serve a notice on the other Party advising the other Party of their breach and giving them fourteen (14) calendar days notice to remedy such breach. The provisions of this clause shall however not be applicable where urgent relief is sought, or where a party is in breach of the provisions of Clause 6 hereof.

15 GENERAL AVERAGE

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

16 GENERAL

16.1 The Customer may not substitute its own terms and conditions in the place of these Standard Trading Terms and Conditions, and any statement purporting to bind the Agent to the Customer's terms and conditions shall be void and unenforceable unless and until the necessary agreement recording same has been signed by a director of the Agent.

16.2 The headings of paragraphs contained in this Agreement are inserted for ease of reference only and shall have no bearing on the interpretation of the contact thereof.

16.3 In this Agreement, words importing the singular shall include the plural, and vice versa, and words importing a particular gender shall include the other two genders, words referring to natural persons shall also refer to partnerships, bodies corporate and other legal personae and vice versa.

16.4 No variation of this Agreement, addition to this Agreement or agreed cancellation of this Agreement shall be of any force or effect unless in writing and signed by a director of the Agent, to the exclusion of the provisions of Clause 5.

16.5 No indulgence which either party ("the grantor") may grant to another ("the grantee") shall constitute a waiver of any of the rights of the grantor, who shall not thereby be precluded from exercising any rights against the grantee which may have arisen in the past or which may arise in the future.

16.6 The Customer shall not be entitled to cede, transfer or assign any of its rights or obligations created in terms of this Agreement, without the prior written consent of a director of the Agent.

16.7 Any reference to any statute, legislation or regulation shall be deemed to include any lawful amendments thereto or re-enactments thereof.

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16.8 Where any number of days are prescribed, they shall save where the contrary is indicated, consist of all days (i.e. including Saturday, Sunday and public holidays in South Africa) and shall exclude the first day but include the last day. Where an expression has been defined and such definition contains a provision conferring rights or imposing obligations on any party, effect shall be given to that provision as if it were a substantive provision contained in the body of this Agreement.

16.9 In interpreting this Agreement:

16.9.1 the contra proferentum rule shall not apply;

16.9.2 no provision shall be construed in a limiting fashion or in accordance with the eiusdem generis rule.

16.10 The cancellation or termination of this Agreement, for whatever reason, shall not affect the interpretation or the enforceability of those clauses that of necessity must or are clearly intended to survive such cancellation or termination, including but not exclusive to, privacy and data protection.

16.11 In the event of any Court or other competent authority determining that any provision contained in this Agreement is unenforceable for any reason, then the parties are agreed that the offending portion of such clause, or the whole of such clause, as such Court may direct, shall be severed from the remainder of this Agreement which shall be unaffected thereby and which shall operate and continue to bind the Parties.

16.12 Notwithstanding the place at which this Agreement is signed, the Laws of the Republic of South Africa shall govern the interpretation and operation of this Agreement.

16.13 The Parties further consent and submit to the jurisdiction of the High Court of South Africa, Western Cape, Cape Town (exercising its admiralty jurisdiction) in respect of all disputes and issues arising out of or relating to this contract, provided that the Agent shall be entitled to commence any legal proceedings against the Customer, exercise any lien and take any steps to secure any claim in an alternative competent forum or jurisdiction, including but not limited to the Magistrate's Court.

16.14 Notwithstanding the provisions of clause 2.2, Associated Entities appointed by the Agent (and also the Agent's Directors, servants and employees) shall also be entitled to elect to accept and/or enforce and/or rely on every exemption, limitation, term, condition, immunity, defence and liberty of whatsoever nature applicable to the Agent, or which the Agent is entitled to rely on, under these contract terms and in which event shall also be available and extend to the Associated entity who shall be entitled to enforce the same against the Customer - which election may be made in any manner whatsoever and at any time whatsoever. If an Associated Entity appointed by the Agent does not have standard trading conditions every exemption, limitation, term, condition, immunity, defence and liberty of whatsoever nature applicable to the Agent, or which the Agent is entitled to rely on, shall automatically be available and extend to the Associated Entity who shall be entitled to enforce the same against the Customer. The Agent acts as the agent of the Associated Entities in relation to, inter alia, this clause which benefit the Associated Entities accept.

16.15 The Parties record that it is not required for this Agreement to be valid and enforceable that a Party shall initial all the pages of this Agreement and/or have its signature of this Agreement verified by a witness.

16.16 This agreement constitutes the whole agreement between the parties in relation to the subject matter thereof and supersedes any other discussions, agreements and/or understandings regarding the subject matter hereof. No party shall accordingly be bound by any undertaking, representation or warranty not recorded therein.

Initial here:…… **Witness:**…….