

SERVICE CONTRACT

Between

THE TRANSPORTER

And

THE CUSTOMER

GoRoad (Pty) Ltd
("THE TRANSPORTER")

Registration: 2015/184113/07

VAT Registration: 4770199067

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 / Trustee

Name / Phone	ID Number	Address
1		
2		
3		
4		

Person Responsible for Account Payment

Name:

Position:

Phone:

Fax No.:

E-mail Address:

Details of Auditor

Auditors 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 Transporter 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 "Transporter": shall mean GoRoad (Pty) Ltd
- 1.2 "Annexure": refers to any Annexure to this agreement, which shall be attached and which shall form part hereof
- 1.3 "Business Day": shall mean any day of the month, to the exclusion of Saturdays, Sundays and public holidays.
- 1.4 "Customer": shall be the entity described in the service contract to which this is attached, being the principal to this Agreement.
- 1.5 "Parties": shall mean collective reference to the Transporter and the Customer.
- 1.6 "Goods": shall mean any Goods handled, transported, stored or which comes under the control of the Transporter or its nominee in accordance with the provisions of this Agreement, and for the purposes of Clause 15 hereof 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.
- 1.7 "Services": shall include all services rendered by the Transporter to the Customer and all business undertaken between the Customer and the Transporter.
- 1.8 "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.
- 1.9 "Misconduct": shall mean any wilful or intentional act to harm the Customer, including gross negligence, by an employee of the Transporter.
- 1.10 "Service Provider": shall mean any party or entity (including departments of State) who are contracted, commissioned or mandated by the Transporter to perform any function associated with the terms of this Agreement.
- 1.11 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 content thereof.
- 1.12 Words importing the singular shall include the plural and vice versa, and words importing the masculine gender shall include the feminine gender, and words importing person shall include partnerships and bodies corporate and vice versa.

2 THE CONTRACT

- 2.1 The Parties hereby agree that GoRoad (Pty) Ltd will act as Transporter on behalf of the Customer and will make all the necessary arrangements for the transport and related activities as contracted for by the Customer and or as the Transporter deems necessary at its sole discretion to perform its mandate to the Customer.
- 2.2 The Customer further grants the Transporter the right to negotiate service rates with service providers on the Customer's behalf.
- 2.3 The Transporter may, in the interest of efficient management, delegate or sub-contract any of its duties or any portion thereof. When sub-contracting, the Transporter shall act as agent on behalf of the Customer for the purposes of concluding the contract between the Customer and sub-contractor.
- 2.4 All services rendered by the Transporter to the Customer and all business undertaken by the Transporter shall be subject to this service contract.
- 2.5 Any and all cost estimates provided by the Transporter to the Customer shall form part of this Agreement.

3 COMMENCEMENT AND DURATION

- 3.1 The Transporter is hereby appointed as the Transporter of the Customer. The agency shall commence from signature of this contract and shall endure for an indefinite period, or until termination. This Agreement may be terminated by either Party, subject to three (3) months written notice. Such written notice shall not be given within three (3) months of the 1st January of any calendar year.

4 SERVICE AGREEMENT

- 4.1 The Customer appoints GoRoad (Pty) Ltd as Transporter for the duration of this contract. The Customer undertakes not to negotiate directly – or via any third parties - with logistics service providers and/or their Transporters in relation to the booking and arrangement of any logistics arrangements as mandated to GoRoad (Pty) Ltd, unless agreed in writing by the Transporter.

5 DUTIES OF THE CUSTOMER

- 5.1 The Customer shall comply with all regulations, laws, protocols or requirements of all customs, port and other authorities 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 Transporter in respect of any losses incurred or suffered by reason of the Customer's failure to comply with said regulations, laws, protocols or requirements – or on any other basis regardless of the nature of the Customer's and the Transporter's conduct.
- 5.2 The Customer further undertakes to do all things necessary, sign all documents, provide all information and perform any such function which might reasonably be necessary to assist the Transporter in fulfilling its obligations in terms of this Agreement.
- 5.3 The Customer warrants that it is either the owner or the authorised agent of the owner of any goods in respect of which the Customer instructs the Transporter and that each such person is bound by these trading terms and conditions and responsible for payment.
- 5.4 The Customer further warrants 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 Transporter 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.

6 FEES

- 6.1 Subject to the other provisions of this clause, all tariffs, service fees and charges applicable in terms of this Agreement are reflected in cost estimate issued to the Customer for specific services. The Transporter reserves the right to amend all cost estimates but needs to inform the Customer in writing of these amendments. This excludes the Transporter's fee, which will be reviewed annually.
- 6.2 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.
- 6.3 Where the Transporter provides services or incurs disbursements, the fees and charges for which are not covered by any cost estimate, the Transporter shall be entitled to charge the Customer at a market related rate.

7 PAYMENT

The following terms and conditions shall prevail in respect of payments due by the Customer to the Transporter:

- 7.1 The Transporter shall render its account, tax invoices or statements ("Statements"), directly to the Customer, in respect of all charges and services rendered in terms of this Agreement.
- 7.2 Any queries with regard to invoices rendered in accordance with the provisions of Clause 7.1 thereof must be brought to the attention of the Transporter 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 Transporter. Notwithstanding the foregoing, those items or portions of an invoice which are not under query shall remain payable in accordance with the provisions of Clause 7.4 hereof.
- 7.3 Any queries on an invoice which are only brought to the attention of the Transporter 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.
- 7.4 All Statement(s) or invoices generated and received, in accordance with the provisions of Clause 7.1 thereof shall be paid by the Customer as per agreed payment terms after the invoice was issued.
- 7.5 Should any Statement(s) not be paid by the Customer within the aforesaid periods, such outstanding Statement(s) shall accrue interest in accordance with the provisions of Clause 8 hereof.
- 7.6 Payments shall be made in the currency reflected on the invoice without any deductions or set off, into the bank account of the Transporter, or as may be directed in writing by the Transporter.
- 7.7 In the event of the Transporter, due to no fault of their own, receiving late invoices from Service Providers, the Transporter will be entitled to invoice the Customer for such payment notwithstanding the lateness thereof.
- 7.8 The Transporter shall be entitled to charge the Customer for any expense, disbursement or cost incurred through the reasonable exercise of its duties in terms of this Agreement although not specifically provided for in terms of this Agreement. Where reasonably possible, given the extraordinary or unforeseeable nature of these expenses, the Transporter shall endeavour to confirm such expenditures with the Customer prior to such expenditures being incurred on behalf of the Customer.
- 7.9 In order to create operations and administration efficiencies, it might be necessary for the Transporter to apply certain standardised rates between different service providers. Where actual rates differ from standard rates, the Transporter will be entitled to retain all benefits.

8 INTEREST AND LEGAL COSTS

- 8.1 Any interest payable by the Customer shall be calculated as follows:

- 8.2 Statements which have been rendered by the Transporter to the Customer and which have not paid when due, in accordance with the provisions of Clause 7 hereof, 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 in accordance with the provisions of this Clause 7.3 hereof.
- 8.3 Should the Transporter 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.
- 9 RISK**
- 9.1 Notwithstanding anything to the contrary contained herein and subject to an act of Misconduct on the part of the Transporter, the Customer shall bear all risk howsoever arising through and out of the operation of this Agreement. The Transporter shall not be liable for any loss, prejudice, injury or damage howsoever caused or sustained, whether in contract or delict, whether arising directly, indirectly, or consequentially to the actions of the Transporter. The Transporter shall further not be liable for any indirect or consequential loss arising from any act or omission or statement of the Transporter, its servants or nominees.
- 10 INSURANCE**
- 10.1 By default, the Customer is responsible for the procurement of insurance against all risk arising out of this agreement. Should the Customer require a specific level of goods-in-transit insurance to be in place, this must be requested in writing from the Transporter.
- 11 INDEMNITY**
- 11.1 Subject to an act of Misconduct the Customer indemnifies and holds the Transporter harmless against all liabilities, damages, costs and expenses howsoever incurred or suffered by the Customer or any third party, during the operation of this contract.
- 11.2 The Transporter is further indemnified and held harmless for any action taken or procedures followed by virtue of reliance placed on information obtained from the Customer or its representative or any third party.
- 11.3 While the Transporter shall endeavour, where reasonably possible, to obtain the consent of the Customer, the Transporter shall not be held liable for any loss arising or costs of whatever nature incurred due to the Transporter choosing a less favourable option, or in the event of additional fees or disbursements arising which were originally not contemplated, or in the exercise of the Transporter's discretion while performing its obligations in terms of the provisions of this Agreement, unless such loss or expense arose from an act of Misconduct.
- 12 WARRANTIES, INDEMNITY AND LIMITATION OF LIABILITY**
- 12.1 The Customer warrants the accuracy of all descriptions, values and other particulars of the Goods furnished to the Transporter, including but not limited to the nature, weight and mass of the Goods, and further warrants that all information pertaining thereto as may reasonably be required, shall be made available timeously to the Transporter.
- 12.2 The Customer warrants that it has complied with all statutory requirements, provisions and regulations, both national and international as may be applicable to the import, export, packaging, storage, loading and shipment of the Goods.
- 12.3 The Customer warrants that neither the Transporter, its servants or Service Providers shall attract any liability of whatever nature arising from the Customer's breach of any provision contained in Clauses 11.1 and 11.2 hereof.
- 12.4 The Customer ratifies, confirms and endorses any and all actions reasonably taken by the Transporter, its servants and Service Providers in order to give effect to this Agreement.
- 12.5 In the event that any claim of whatever nature and howsoever arising is made against the Transporter, by any third party the Customer will immediately upon being notified by the Transporter 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 Transporter.
- 12.6 Unless otherwise agreed in writing, the Transporter in procuring the carriage, storage, packing or handling of goods shall be entitled to act either as an Transporter for and on behalf of the Customer or as a principal, as it in its absolute discretion deems fit.
- 12.7 The Transporter 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:
- 12.7.1 any negligent act or omission or statement by the Transporter or its servants, Transporters or nominees; and/or
- 12.7.2 any act or omission of the Customer or the Transporter of the Customer with whom the Transporter deals; and/or
- 12.7.3 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
- 12.7.4 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
- 12.7.5 any loss, damage or expense arising from or in any way connected with any circumstance, cause or event beyond the reasonable control of the Transporter, including but without limiting the generality of the aforesaid, strike, lock-out, stoppage or restraint of labour; and/or
- 12.7.6 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 Transporter; and/or
- 12.7.7 loss or non-delivery of any separate packaging forming part of a consignment or for loss from a package or an unpacked consignment or for damage or miss-delivery; and/or
- 12.7.8 damage or injury suffered by the Customer or any person whatsoever arising out of any cause whatsoever as a result of the Transporter's execution or attempted execution of its obligations to the Customer and/or the Customer's requirements or mandate; unless such claim arises from gross negligence on the part of the Transporter.
- 12.8 Notwithstanding anything to the contrary contained herein, the Transporter shall not be liable for any indirect and consequential loss arising from any act or omission or statement by the Transporter, its Transporters, servants or nominees, whether negligent or otherwise.
- 13 SURETY**
- 13.1 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 GoRoad (Pty) Ltd .
- 14 GOODS REQUIRING SPECIAL ARRANGEMENTS**
- 14.1 Except with the Transporter's prior written consent, the following shall not fall within the definition of Goods as defined in this Clause 1.6 hereof, and shall therefore not be dealt with by the Transporter: bullion, coins, precious stones, jewellery, valuables, antiques, pictures, human remains, livestock, plants, dangerous goods as defined by the International Maritime Dangerous Goods Code or any other merchandise which by any law requires special arrangements not ordinarily provided for in terms of this Agreement.
- 15 LIEN**
- 15.1 The Transporter shall have a lien over all documents which come into its possession, 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.
- 15.2 The Transporter shall further have a lien over any and all Goods belonging to the Customer handled, transported, stored or in the Transporter'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 Transporter arises from services rendered in respect of such Goods or not.
- 16 DUTIES, TAXES, IMPOSTS, LEVIES AND DEPOSITS**
- 16.1 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 Transporters, if any, shall be liable for any duties, taxes, imposts, levies, deposits or outlays 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 Transporter in connection therewith or arising thereout.
- 16.2 The Transporter 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 Transporter 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.
- 17 RESTRAINT**
- 17.1 For the duration of this agreement the Customer undertakes not to contract the services, whether directly or indirectly, of another Transporter to perform the same or similar functions as those described therein.

18 APPLICABLE LAW AND JURISDICTION

- 18.1 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.
- 18.2 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 GoReefers 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.

19 NOTICES AND DOMICILIA

- 19.1 The Parties hereby choose their *domicilium citandi et executandi* for all purposes under this Agreement at their respective addresses set forth in paragraph 1 of this Agreement.
- 19.2 Notices required in terms of this Agreement may be served via registered mail or facsimile at the Parties' chosen domicilium.
- 19.3 Correspondence, to the exclusion of notices, may be conducted electronically between the Parties.
- 19.4 Either Party shall be entitled, on notice to the other Party, to change its domicilium, provided that the change shall only become effective fourteen (14) days after service of a notice on the other Party informing them of such change.

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

- 20.1 Notwithstanding the provisions of any legislation or other law regulating electronic communications and transactions, the Transporter 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.
- 20.2 Under no circumstances whatsoever and howsoever arising (including negligence on the part of the Transporter or its employees) shall the Transporter be liable for any loss or damage arising from or consequent upon the provision by the Transporter 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 Transporter conducts business and/or any other third party.
- 20.3 The Transporter 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 Transporter/Associated Entity or flaws or security breaches in the Transporter computer systems and/or software programmes, provided and/or operated by the Transporter and/or by any person with the Transporter conducts business and/or third party, and which systems shall include the Transporter's electronic automated information services provided to its Customers.
- 20.4 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.
- 20.5 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.
- 20.6 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.
- 20.7 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.
- 20.8 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.
- 20.9 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 Transporter and any of the third parties contracted by the Transporter and any other rates and discounts charged or afforded by the Transporter, reflected in the Transporter's quotations and/or cost estimates and/or otherwise communicated by the Transporter to the Customer.
- 20.10 The Transporter 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>.

21 BREACH

- 21.1 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 7 hereof.

22 WHOLE AGREEMENT AND NON VARIATION

- 22.1 No additions, amendments or variations to the provisions of this Agreement shall be binding upon the Parties unless reduced to writing and signed by both Parties, to the exclusion of the provisions of this Clause 6 hereof.
- 22.2 Notwithstanding anything to the contrary contained therein, any waivers or indulgences made by either Party shall not derogate from their right to proceed in terms of the provisions of this Agreement.
- 22.3 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.

23 CESSION

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 the Transporter.

24 CONFIDENTIALITY

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. Breach of this clause will result in the customer forfeiting any rights to rebates, in part or in full, that might have accrued to the customer during the duration of this agreement – which rebates will then be retained by GoRoad (Pty) Ltd.

25 SEVERABILITY

Each clause or sub-clause of this agreement shall be severable, the one from the other, and if any clause or sub-clause is found to be defective or unenforceable for any reason by any competent court, then the remaining clauses and sub-clauses shall be and continue to be of full force and effect.

26 CERTIFICATE

A certificate issued by an authorised person of the Transporter 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 Transporter hereunder and/or such other fact for the purpose of provisional sentence or summary judgment proceedings or for any other purpose.

27 WAIVER

Any condonation of any breach of any of the provisions hereof or other act or relaxation, indulgence or grace on the part of the Transporter shall not in any way operate as or be deemed to be a waiver by the Customer of any rights under this contract, or be construed as a novation thereof.

28 NO SET-OFF

All amounts due under these Terms and Conditions shall be paid in full without any deduction or withholding other than as required by law. The Customer shall not be entitled to assert any credit, set-off or counterclaim against the Transporter in order to justify withholding payment of any such amount in whole or in part.

29 MEMBERS OF THE GROUP

The Transporter may at its election perform all or any business undertaken or provide advice, information or services, whether gratuitous or not, either itself or it may procure that any member of the GoGlobals group undertakes such business or provides such advice, information or services upon and subject to the terms contained herein which shall apply mutatis mutandis to the Customer and any such member of the GoGlobal group.

- 30 EXCLUSION OF OBLIGATIONS OF COMMON OR PUBLIC CARRIER**
The Transporter deals with goods only on the basis that it is neither a common carrier nor a public carrier.
- 31 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 the Transporter shall be entitled to store the goods or any part thereof at no risk to the Transporter and at the expense of the Customer.
- 32 NO CLAIMS AGAINST TRANSPORTER**
The Customer undertakes that no claims shall be made against any director, servant or employee of the Transporter 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 BENEFIT OF DISCOUNTS**
The Transporter 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.