



Cold chain perfection defined at the harbour's edge

Operating Divisions: Table Bay Cold Storage and Logistics
and Table Bay Shipping
Reg: 1941/014711/07 // VAT 4270101068
Tel: +27 21 508 8440 // Fax: +27 21 511 5957 // Email: info@tbcs.co.za
Website: www.tbcs.co.za
6 Auckland Street, Paarden Eiland, 7405, Cape Town, South Africa
PO Box 156, Paarden Eiland, 7420, Cape Town, South Africa
Directors: L. Morakaladi*, T. Matsheka* and L. Serema*
*Botswana

TABLE BAY COLD STORAGE (PROPRIETARY) LIMITED

STANDARD CONDITIONS OF STORAGE

1. RISK

All goods, whether packaged or not, delivered for storage to **TABLE BAY COLD STORAGE (PROPRIETARY) LIMITED** (hereinafter referred to as "the Company") are accepted and stored by the Company solely at the risk of the person or entity storing the goods (hereinafter referred to as "the Storer"). This means that the receipt, custody and delivery of the goods and any handling thereof is undertaken by the Company on the express condition that the Company does not insure the goods, and that the Company, its employees, agents and sub-contractors shall not be liable for any loss, detention, delay, mis-delivery, damage or deterioration of or in connection with the goods of any kind howsoever or whensoever caused and whether or not caused or contributed to directly or indirectly by any act, omission, neglect, default or willful wrongdoing on their part.

2. IDENTIFICATION OF GOODS

All goods shall bear identifying marks and numbers and, unless a special endorsement to the contrary has been made by the Company on receipt of the goods, all goods are accepted by the Company on the basis that the contents, mass, quantities, condition and values of the goods are unknown to the Company.

3. STORAGE PERIOD IN RESPECT OF GOODS STORED IN THE BOND STORE

3.1 In terms of section 19 (9) of the Customs and Excise Act No. 91 of 1964 (hereinafter referred to as "the Act"), the maximum time period for goods may be stored by the Company is two years from the time the goods were first entered for storage (hereinafter referred to as "the Storage Period").

3.2 Should the Storer fail to remove the goods from the Company's store by no later than 1 month before the expiry of the Storage Period, then the Company shall be entitled (but not obliged) to remove such goods from its store or any other premises where the goods may be stored by the Company and deliver the goods to the Storer or to the State Warehouse, whichever is the most convenient for the Company, and such removal and delivery shall be at the Storer's risk and expense.

4. UNSOUND GOODS

The Company shall be entitled to call upon the Storer for the immediate removal from its premises of any goods deemed by it to be unsound or likely to cause damage or to constitute a nuisance and, failing compliance by the Storer forthwith, the Company shall be entitled to remove such goods from its premises and deliver the goods to the Storer or to the State Warehouse, whichever is the most convenient for the Company, and such removal and delivery shall be at the Storer's risk and expense.

5. INDEMNIFICATION

5.1 Should the Company become liable to pay any duty, tax, interest or penalty on any goods that have been stored for any period which is longer than or falls outside of the Storage Period, or that have been removed from storage by the Company in terms of clauses 4 or 5 above, the Company shall be entitled to recover the said duty, tax, interest or penalty from the Storer.

5.2 The Storer hereby indemnifies the Company and holds it harmless in respect of any damage, claim, loss, cost and/or expense which may be suffered and/or incurred by and/or made against the Company, in regard to or arising from the goods referred to in clause 5.1, including but not limited to, claims relating to customs and excise duty, taxation liabilities, damages, criminal penalties and legal costs, whether actual or contingent.

6. ACCOUNTS

6.1 Storage and handling accounts are rendered by the Company to the Storer on a weekly basis. The accounts are strictly net and are **due 7 (seven) days from date of invoice**.

6.2 Interest shall be charged on all overdue amounts (other than shipping disbursement fees) at the maximum permissible rate of interest as determined by the Usury Act No. 73 of 1968 (as amended), or any other relevant law, such interest (compounded daily) to be calculated from the due date until date of payment.

6.3 The Company has the right to review the extent, nature and duration of any credit facilities granted to the Storer from time to time, and the Company reserves the right to withdraw any such credit facilities without prior notice.

6.4 The Storer may negotiate with the Company to pay the accounts on shorter terms or to pay cash on delivery ("COD"). Should no credit facilities be granted to the Storer then all amounts are payable on demand in cash (COD) or by bank guaranteed cheque.

6.5 The full account is payable before removal of the last of the Storer's goods.

7. FAILURE TO MAKE PAYMENT

Should any monies payable by the Storer to the Company not be paid in accordance with clause 6, then the Company shall, without further notice, be entitled to open and examine the whole or any part of the goods stored and to sell the whole or any part thereof, either by public auction or private treaty, and to apply the proceeds of any such sale after deducting all expenses thereof, to payment of any monies payable by the Storer to the Company, and any surplus shall be paid to the Storer without any interest thereon.

8. LIEN

The Company shall have a general lien over the stored goods for all monies payable by the Storer to the Company in respect of the storage of such goods, including, without limitation, any customs and excise duty, taxation liabilities, and penalties that may attach to such goods.

9. LEGAL PROCEEDINGS

9.1 Should the Company institute proceedings against the Storer for any outstanding amounts payable, the Storer consents to the jurisdiction of the Magistrates Court, notwithstanding that the amount of the claim exceeds the normal jurisdiction of the Magistrates Court. The Company may however, at its own discretion, institute proceedings in any other court of competent jurisdiction.

9.2 A certificate signed by an officer or director of the Company (whose appointment, qualification or authority need not be proved) reflecting the amount due and owing by the Storer to the Company at any given time shall:

9.2.1 be prima facie proof of the amount of the said indebtedness and the fact that same is due and payable; and

9.2.2 In the absence of evidence to the contrary, be sufficient proof for the purposes of the Company obtaining provisional sentence or judgment against the Storer.

9.3 In the event of the Company instructing attorneys to collect from the Storer any amount owing to the Company then the Storer agrees to pay all costs on an attorney and own client scale, and also collection charges and commission.

10. SURETYSHIP

In the event of the Storer being a company, close corporation or other legal entity, the signatory on behalf of the company, close corporation or entity, shall bind himself as surety for and co-principal debtor to the Company for and on behalf of the Storer for the due performance by the Storer of all of its obligations to the Company arising from any cause whatsoever and whether presently due, owing and payable or becoming due, owing or payable in the future.

11. TERMINATION

The contract between the Company and the Storer shall terminate automatically if the premises in which the goods are stored are destroyed or so damaged as to make the premises unusable for the purpose of storing the goods.

12. GENERAL

12.1 No alteration, cancellation, variation, waiver of or addition to these Conditions, shall be of any force or effect unless expressly accepted in writing by the Company.

12.2 No indulgence, leniency or extension of time which the Company may grant or show to the Storer, shall in any way prejudice the Company or preclude the Company from exercising any of its rights in the future.

12.3 As pointed out in Clause 1, the Company is not responsible for insuring any goods stored by the Company, and recommends to the Storer that it should obtain insurance against the risks, which rest on it in terms of these standard conditions of storage.

12.4 The Storer acknowledges that these conditions constitute the entire contractual agreement between the parties.

I ("the Storer") hereby –

1. Confirm that I have read the **STANDARD CONDITIONS OF STORAGE** (pages 5 to 7) of the Company and accept same as binding on the Storer and acknowledge that it shall apply to ALL transactions between the Storer and the Company;
2. Accept that the credit terms will be reviewed by the Company from time to time in which case a new credit application will have to be completed by the Storer;
3. Agree that in the event of legal action being taken against the Storer, the Storer shall be liable for all costs incurred by the Company on the scale as between attorney and own client, including any collection commission;
4. Accept that all overdue amounts shall bear interest at the maximum permissible rate of interest as determined by the Usury Act No. 73 of 1968 (as amended), or any other relevant law.
5. Accept that the Storer shall be liable for all duty, taxation, interest and penalties incurred by the Company on goods stored after the expiry of the Storage Period;
6. Confirm that the Storer nominates as its chosen domicilium citandi et executandi the office / business address as reflected on page 1 hereof, for service upon it of all notices and processes in connection with any claim for any amount due to the Company;
7. Agree that no deletion of, addition to or cancellation of any terms and conditions of this contract will be valid unless reduced to writing and signed by both parties;
8. Warrant that all information provided herein is true and correct in all respects.

APPROXIMATE CREDIT REQUIRED: R _____

SIGNATURE BY THE STORER OR ITS DULY AUTHORISED AGENT WHO HEREBY WARRANTS THAT HE/SHE IS
AUTHORISED TO SIGN ON BEHALF OF THE STORER

FULL NAME OF SIGNATORY CAPACITY OF SIGNATORY

DATE PLACE

1. _____

As Witness (Signature)

TO BE COMPLETED IF STORER IS A COMPANY, CLOSE CORPORATION OR OTHER LEGAL ENTITY

SURETYSHIP

1. I, the undersigned, hereby bind myself as surety and co-principal debtor, jointly and severally, to the Company for the due and proper fulfillment of all the obligations of, and for the punctual payment of all sums which are or may become due by the Storer or its successors in title or assigns, to the Company, from whatsoever cause arising and whether presently due, owing and payable or becoming due, owing or payable in the future. I acknowledge that the suretyship created herein is a continuing covering suretyship.

2. I hereby renounce the benefits of the legal exceptions "non numeratae pecuniae", "non causa debiti", "errori calculi", "revision of accounts", and "no value received", the full meaning and effect of which I acknowledge myself to be fully acquainted.

SIGNATURE BY THE SURETY

FULL NAME OF SIGNATORY

DATE PLACE

1. _____

As Witness (Signature)

FOR OFFICIAL USE ONLY

Credit Approved (R-.00) _____

Terms Approved _____

Approved by Manager _____

Approved by Director _____