

TERMS AND CONDITIONS:

DECLARATION

- a) The company accepts that to the extent permitted by law the customer's acceptance of these conditions (together with the company's acceptance) constitutes the agreement between the Company and the customer (except to the extent that such terms and conditions are modified in writing and signed by both parties) and it expressly agreed that there are no other understanding, representations or warranties of any kind (express or implied) forming part of the contract.
- b) Any variation, waiver or cancellation of the customer's order shall be of no effect unless accepted in writing by the company. Where the company accepts cancellation, the company may levy a handling charge up to 25% of the price, in case of non-processed orders, and 50% of the price in respect of processed orders.
- c) If any terms or conditions or part thereof contained in these terms of trade and held to be invalid, illegal, unenforceable or void for any reason or reasons, all of these remaining terms and conditions (or part thereof) shall remain in force and effect.
- d) The customer agrees that in the event of default or settlement of any account due, the customer shall pay upon demand, all reasonable cost, charges and legal expenses (including costs between solicitors and own client) including any collection costs incurred by the company in recovering the outstanding account from the customer.

DELIVERY

- a) The company may withhold delivery in terms of clause b above.
- b) If the customer fails or refuses or indicates to the company that the customer will fail or refuse to take or accept delivery, the goods shall be deemed delivered when the company was willing to deliver them.
- c) Proof of delivery information will not be provided by the Company beyond 60 days from date invoice
- d) Any quotations of delivery times by the company are made in good faith but as estimates are not commitments the company shall not be bound by such estimates.

PRICING AND TERMS OF TRADE

- a) The company's prices are subject to alteration without notice and the price payable by the customer for the goods ordered shall be the price agreed to between the Company and the customer or in the absence of such agreement the price ruling at the date the goods are dispatched. The onus is in the customer to confirm prices prior to delivery.
- b) All accounts are due for payment on the 20th of the month issued or the 7th day of the month following the month in which goods (or any instalment of goods) are either delivered or complete their final processing (as the case may be).
- c) Without prejudice to its right to sue for payment or exercise any other remedy where any payment is not made on the due date the company may:
 - I. Re-invoice goods at the then current full price
 - II. Charge the customer interest on the amount outstanding at the rate equal to 1.5% per month, calculated daily from the due date of the payment until payment is received by the company but the charging of interest does not extend the time for payment nor imply the forbearance to sue otherwise recover overdue monies.
 - III. Demand payment of arrears as well as payment in advance for any undelivered goods before proceeding with making any further delivery of goods under the contract

1. Payment is to be into account **06-0622-0933446-00** on the terms shown above in clause b.ii
2. Claims arising from invoices must be made within 7 working days.
3. By submitting this application, you authorise **Hart Haulage Limited** to make inquiries into the banking and business/trade references that you have supplied.