



**Head Office**  
 91 Rietvlei Rd  
 Lakefield  
 Benoni 1501  
 Johannesburg  
 South Africa

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**Contact Details**  
 Tel: +2711 894-6237  
 Fax: +2786 719-5160  
[info@rtclearing.co.za](mailto:info@rtclearing.co.za)  
[www.rtclearing.co.za](http://www.rtclearing.co.za)

*On Time. The First Time*

## BUSINESS CREDIT APPLICATION

### Name/Address

Last:	First:	Middle Initial:	Title
Name of Business:			Tax I.D. Number
Address:			
City:	State:	ZIP:	Phone:

### Company Information

Type of Business:		In Business Since:	
Legal Form Under Which Business Operates:			
State/Province:	Corporation <input type="checkbox"/>	Partnership <input type="checkbox"/>	
Proprietorship <input type="checkbox"/>			
If Division/Subsidiary, Name of Parent Company:		In Business Since:	
Name of Company Principal Responsible for Business Transactions:		Title:	
Address:	City:	State:	ZIP: Phone:
Name of Company Principal Responsible for Business Transactions:		Title:	
Address:	City:	State:	ZIP: Phone:

### Bank References

Institution Name:	Institution Name:	Institution Name:
Checking Account #:	Savings Account #:	Home Equity Loan:      Loan Balance:
Address:	Address:	Address:
Phone:	Phone:	Phone:



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### Trade References

Company Name:	Company Name:	Company Name:
Contact Name:	Contact Name:	Contact Name:
Address:	Address:	Address:
Phone:	Phone:	Phone:
Account Opened Since:	Account Opened Since:	Account Opened Since:
Credit Limit:	Credit Limit:	Credit Limit:
Current Balance:	Current Balance:	Current Balance:

### Financial Information

<b>Company Total Assets</b>	<b>Company Total Liabilities</b>	<b>Annual Net</b>	<b>Amount of Credit Requested:</b>
<b>Income</b>			
Have you or your officers or affiliates ever filed a petition in bankruptcy?    Yes <input type="checkbox"/> No <input type="checkbox"/>			
Is your company subject to any litigation?    Yes <input type="checkbox"/> No <input type="checkbox"/> If so, describe:			

We declare that the above information is true, correct and complete and is given to induce the Company to extend credit. We authorize the Company to make such credit investigation as the Company sees fit, including contacting the above trade references and banks and obtaining credit reports. We authorize all trade references, banks and credit reporting agencies to disclose to the Company any and all information concerning the financial and credit history of my company and myself:

I have read the terms and conditions stated below and agree to all of those terms and conditions.

Name of Company: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_



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## DEED OF SURETY AND INDEMNITY

**DEED OF SURETY AND INDEMNITY**  
 (Complete when offering Surety as security)

1. I / We, the undersigned,

1.....  
 Full names ..... ID No .....

2.....  
 Full names ..... ID No .....

3.....  
 Full names ..... ID No .....

do hereby bind myself/ourselves (hereafter referred to as the Surety/ies) unto and in favour of RT Clearing & Forwarding or its successors in title or assigns (hereinafter referred to as the "Supplier") as surety/ies and co-principal debtor/s in solidum with

.....(hereinafter referred to as "The Principal Debtor/s"), and all such other persons who may be or become indebted or owe obligations to the Supplier as a result of whatever nature acquired from the Principal Debtors (such other persons hereinafter referred to as the Debtor/s) and in respect of which the Principal Debtor/s remain/s liable in any way, for the due and punctual payment of all amounts of whatever nature and/or performance of any obligation, all of which may now or in future become owing by the Principal Debtor/s and/or Debtors for any reason whatsoever.

2. The Supplier shall be at liberty, at its sole and absolute discretion, without my/our prior knowledge or consent, and without releasing me/us from/our liability hereunder: 2.1 to institute such proceedings or take such steps as it may deem fit against the Principal Debtor/s and/or the Debtors including the right to re-possess any goods sold to the Debtors and to deal therewith or sell same in such manner, at such price and on such terms as the Supplier in its sole discretion may decide, in which event the selling price shall be deemed to be the true market value of the goods sold;

2.2 to compromise with or make other arrangements with the Principal Debtor/s and/or Debtors or vary any agreement, undertake and/or arrangement with the Principal Debtor/s and/or Debtors in any other manner whatsoever;

2.3 to grant any leniency, indulgence or extension of time to the Principal Debtor/s and/or Debtors or vary any agreement, undertaking and/or arrangement with the Principal Debtor/s and/or Debtors in any other manner whatsoever;

2.4 to enter into agreements of cancellation with the Principal Debtor/s and/or Debtors in respect of any existing or future arrangement and/or to enter into new arrangements and/or substitute new purchasers for the Principal Debtor/s and/or Debtors and/or any of the Debtors;

2.5 to cede, assign and transfer any of its right, title and interest in and to any or all of its claims against the Principal Debtor/s and/or Debtors and/or Debtors which are now in existence or may come into existence in its own discretion and on such cession my/our liability shall continue in favour of the cessionary for both the existing liability at the date of the cession and also in respect of any future liability incurred by the Principal Debtor/s and/or Debtors with the Cessionary arising from any cause whatsoever.

3. In any or all of the events described above, my/our liability shall be co-extensive with that of the Principal Debtor/s and/or Debtors.

4. I / We hereby indemnify and hold for Supplier harmless against any loss or damage which it may sustain for any reason whatsoever, irrespective of the validity and/or enforceability of its causes/s of its claim/s against the Principal Debtor/s and/or Debtors.

5. In giving this suretyship, I / We do hereby voluntarily waive, renounce and abandon the benefits of excussion, division, cession of action, *error calculi, non numeratae pecuniae*, revision of accounts, and *de doubus vel pluribus reis debendi*. I / We furthermore agree that the provisions of the waivers, renunciations and abandonment's contained herein the full meaning, force and effect whereof I / we understand, shall also be binding upon my / or successors in title, assigns, etc.

6. It is agreed and declared that all admissions of acknowledgements or indebtedness by the Principal Debtor/s and/or Debtors shall be binding on me/us.

7. This Deed of Suretyship and Indemnity shall not be cancelled save with the written consent of the Supplier.

8. In the event of insolvency, liquidation, assignment, or compromise by the Principal Debtor/s and/or Debtors, the Supplier shall be entitled to prove against the Estate for the full amount of the indebtedness and/or accept any offer of compromise, whether at common law or in terms of any statutory provision, without prejudice to its rights to recover from me/us to the full extent hereof any sum which may be owing by the Principal Debtor/s and/or Debtors.

9. I / We do hereby furthermore cede and make over unto and in favour of the Supplier, as its sole and absolute property, any claim of whatever nature, based hereon or flowing or arising here from, which I / we may have or acquire against any of the persons covered hereby, for the benefit of any indebtedness which I / we may have hereunder. I / We furthermore undertake and bind myself/ourselves to take whatever necessary action to enforce settlement of any such claim, upon the Supplier's request and in terms of its directions. Nonetheless the Supplier shall be and remain entitled to use its own or my/our name and to take such action as it may elect for purposes thereof. The other provisions of this document shall also *mutatis mutandis* apply to this clause.<sup>4</sup>

10. I / We hereby agree and consent that the Supplier shall be entitled, as its option, to institute any legal proceedings which may arise out of or in connection herewith in any Magistrate's Court having jurisdiction in respect of my/our person, notwithstanding that the claim or the value of the matter in dispute might exceed the jurisdiction of the Magistrate's Court.

11. I / We acknowledge and agree that a certificate signed by the Credit Manager of the Supplier for the time being setting out the amount of my/our indebtedness hereunder shall be sufficient and satisfactory evidence and constitute prima facie proof per se of the amount of my/our indebtedness to the Supplier.

12. I / We hereby choose the Customer's physical address as described in paragraph 2 of Section A on page 1 of this application as his/her/our chosen *domicilium citandi et executandi* for the service of any legal process.

13. I / we herewith accept that I/we will be held liable for all legal costs on a scale as between attorney and client, including collection commission charges and tracing agent costs, from the date of hand over by Sensor Security Systems to their attorneys for the recovery of any arrear amounts\*.

Signed at .....this .....day of .....20.....

**Signed by Surety**

**Signed by Witness**

1.....  
 Please print name:

1.....

2.....  
 Please print name:

2.....

3.....  
 Please print name:

3.....



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## STANDARD TRADING TERMS & CONDITIONS

- 1.1 "The company" means RT Clearing & Forwarding its successors in title and assigns;
- 1.2 "The Customer" means any person, firm, close corporation or any other legal entity on whose request or on whose behalf the Company undertakes any business or provides any advise, information or services and includes the signatory of these terms.
- 1.3 These terms represents the entire agreement between the Company and the Customer and shall govern all future contractual relationships between the Company and the Customer and shall be applicable to all debts that the Customer may owe to the Company prior to Customers signature hereto ( irrespective of whether or not credit facilities are granted). The Company's Standard Trading Terms and Conditions are or this agreement and the Customer acknowledge that he has read and consents to such Standard Trading Terms and Conditions and has received a copy thereof.
- 1.4 No amendment and/or variation and/or deletion and/or addition and/or cancellations of these terms whether consensual or unilateral or bilateral shall be of any force and effect unless reduced to writing and signed by a Director of the Company. No agreement whether consensual or unilateral, purporting to obligate the Company to sign a written agreement to amend, alter, delete, add or cancel these terms shall be of any force and effect unless reduced to writing and signed by a Director of the Company. No warranties, representations, or guarantees have been made by the Company or on its behalf, which may have included the Customer to sign this document.
- 1.5 Should the Standard Trading Terms and Conditions conflict with these terms then these terms shall apply.
  - 2.0 The Customer acknowledges that should credit facilities be granted the account will be payable 30 days from of the monthly statements, unless otherwise agreed to in writing by the Company.
  - 3.0 Should any amount not be paid by the Customer on due date then:
    - 3.1 whole amount in respect of all services rendered by the Company and monies disbursed by the Company on behalf of the Customer shall become due, owing and payable and the Customer shall be liable to pay interest in respect of amounts unpaid as the due date at the compound rate of 2% above the prime overdraft lending rate quoted by RT Clearing & Forwarding Bankers on all overdue amounts from due date until date of payment, calculated and payable monthly in advance and should the said interest not be paid in full as aforesaid, the same shall be added to the principal sum, and the total form the principal debt which shall then be interest in the manner as set out above;
    - 3.2 The company shall be entitled to cancel any agreements that if may have entered into with the customer.
  - 4.0 The customer shall not be entitled to off or deduct any amount from any payment due by the customer to the company for services rendered and/or monies disbursed.
  - 5.0 The company may appropriate all payments made by the Customer to such accounts as it will in its sole and absolute discretion decide.
  - 6.0 Regardless of the place of execution hereof or performance pursuant hereto or domicile of the Customer this agreement and all modification and amendments hereof, shall be governed by an decided upon and construed under and in accordance with the laws of the Republic of South Africa.
  - 7.0 The company shall, at its option and notwithstanding that the amount of its claim or nature of the relief sought by it exceeds the jurisdiction of the Magistrates Court, be entitled to institute action out of such court.
  - 8.0 A certificate under the hand of any director or the Company in respect of any indebtedness of the Company to the company or in respect of any other fact, including but without limiting the generality of the foregoing, the fact that services were rendered and/or monies disbursed and/or goods delivered, shall be prima facie evidence of the Customers indebtedness to the company and prima facie evidence of the rendering of such services, disbursed of such monies or delivery of such goods.
  - 9.0 The customer physical address as set out in the business application form in which these terms are contained shall constitute the customers domicilium citandi et executandi ( domicilium) for all purposes in terms of this agreement, whether in respect of the serving of any court process, notices, the payment of any amount or communications of whatever nature.
  - 10.0 The company has the sole option to refer any dispute arising from or in connection with this agreement to arbitration, which arbitration shall bind both the company and customer.
  - 11.0 The arbitrator must be a person agreed upon by the parties or failing agreement, and arbitrator must be appointed by the Arbitration Foundations of Southern Africa, who shall then finally resolve the dispute or issue with the Rules of the Arbitration Foundation of S.A.
  - 12.0 The arbitration must be held at the place and in accordance with whatever procedures, the arbitrator considers appropriate.
  - 13.0 In the event of the Customers breaching any of its obligations and/or failing to timeously make payment of any amount to the company, the customer agrees to pay, and shall be liable to pay, all legal costs incurred by the company on the attorney/own scale including collection charges and tracing agents fee.
  - 14.0 No relaxation or indulgence, which the company may give at any time in regard to the carrying out of the customers obligations in terms of any contract shall prejudice or be deemed to be waiver of any of the company's rights in terms of any contract.
  - 15.0 The company reserves the right to withdraw any credit facilities or to suspend any services at any time without prior notice and the nature and extent of such facilities or services shall at all times be the company's sole discretion.
  - 16.0 Should the customer seek to effect payment through the postal service or through the services of a courier (even if employed by the company) then such postal services or courier shall be deemed to be the agent of the customer and the responsibility of ensuring that the company receives payment shall remain with the customer.
  - 17.0 In this application the customer understands that the personal information given is to be used by the Company for the purpose of assessing his credit worthiness. The Customer confirms that the information given by him in this application form is accurate and complete. The customer confirms that the information given to him in this application form is accurate and complete. The customer further agrees to update the information supplied, as and when necessary, in order to ensure the accuracy of the above information, failing which the company will not be liable for any inaccuracies.
  - 18.0 The company has the customers consent at all times to contact and request information from any persons, credit bureaus, or businesses, including those mentioned in the application form in which these terms are contained and to obtain any information relevant to the customer's credit assessment, including but not limited to, information regarding the amounts purchased from the suppliers per month, length of time customer has dealt with such supplier, type of goods or services purchased and manner and time of payment.
  - 19.0 The customer agrees and understands that information given in confidence to the company by a third party on the customer will not be disclosed to the customer.
  - 20.0 The customer hereby consents to and authorizes the company at all times to furnish personal and credit information concerning the customers dealing with the company to a credit bureau and third party seeking a trade reference in his dealings with the company.

I have read the terms and conditions stated above and agree to all of those terms and conditions.

Name of Company: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_



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## TERMS AND CONDITIONS OF CARRIAGE

### 1. Definitions

**"Carriage"** means the whole or any part of the carriage, loading, unloading, storing, warehousing, handling and any and all other services whatsoever undertaken by the Carrier in relation to the Goods.

**"Carrier"** means RT CLEARING & FORWARDING

**"Container"** includes any container (including an open top container), flat rack, platform, trailer, transportable tank, pallet or any other similar article used to consolidate the Goods and any connected equipment.

**"Freight"** includes all charges payable to the Carrier in accordance with the applicable Tariff and this bill of lading / Air waybill.

**"Goods"** means the whole or any part of the cargo and any packaging accepted from the Shipper and includes any Container not supplied by or on behalf of the Carrier.

**"Hague Rules"** means the provisions of the International Convention for the Unification of Certain Rules relating to Bills of Lading signed at Brussels on 25th August 1924 and includes the amendments by the Protocol signed at Brussels on 23rd February 1968. (It is expressly provided that nothing in this bill of lading / Air waybill shall be construed as contractually applying the said Rules as amended by said Protocol).

**"Holder"** means any Person for the time being in possession of this bill of lading / air waybill to or in whom rights of suit and/or liability under this bill of lading have been transferred or vested.

**"Merchant"** includes the Shipper, Holder, Consignee, Receiver of the Goods, any Person owning or entitled to the possession of the Goods or of this bill of lading / air waybill and anyone acting on behalf of such Person.

**"Ocean Transport"** means the same as Port-to Port Shipment.

**"Person"** includes an individual, corporation, or other legal entity.

**"Port-to-Port Shipment"** arises when the Carriage is not Multimodal.

**"Subcontractor"** includes owners, charterers and operators of vessels (other than the Carrier), stevedores, terminal and groupage operators, road, air and rail transport operators, warehousemen and any independent contractors employed by the Carrier performing the Carriage or whose services or equipment have been used for the Carriage and any direct or indirect Subcontractors, servants and agents thereof whether in direct contractual privity or not.

**"Terms and Conditions"** means all terms, rights, defences, provisions, conditions, exceptions, limitations and liberties hereof.

**"US COGSA"** means the US Carriage of Goods by Sea Act 1936.

**"Vessel"** means any water borne craft / aircraft used in the Carriage under this Bill of Lading / air waybill which may be a feeder vessel or an ocean vessel.

### 2. Subcontracting

**2.1** The Carrier shall be entitled to sub-contract on any terms whatsoever the whole or any part of the Carriage.

**2.2** is hereby expressly agreed that:

**(a)** no Subcontractor, agent or servant shall in any circumstances whatsoever be under any liability whatsoever to the Merchant for any loss, damage or delay of whatsoever kind arising or resulting directly or indirectly from any act, neglect or default on the Subcontractor, agent or servant's part while acting in the course of or in connection with the Goods or the Carriage of the Goods.

**(b)(i)** The Merchant undertakes that no claim or allegation whether arising in contract, bailment, tort or otherwise shall be made against any servant, agent, or Subcontractor of the Carrier which imposes or attempts to impose upon any of them or any vessel owned or chartered by any of them any liability whatsoever in connection with the Goods or the Carriage of the Goods whether or not arising out of negligence on the part of such Person. The Subcontractor, agent or servant shall also be entitled to enforce the foregoing covenant against the Merchant;

**(ii)**, and, if any such claim or allegation should nevertheless be made, to indemnify the Carrier against all consequences thereof.

**(c)** Without prejudice to the generality of the foregoing provisions of this clause, every exemption, limitation, condition and liberty contained herein (other than Art III rule 8 of the Hague Rules) and every right, exemption from liability, defence and immunity of whatsoever nature applicable to the Carrier or to which the Carrier is entitled hereunder including the right to enforce any jurisdiction provision shall also be available and shall extend to every such Subcontractor, agent or servant, who shall be entitled to enforce the same against the Merchant.

**2.3** The provisions of undertaking of the Merchant contained therein, shall extend to all claims or allegations of whatsoever nature against other Persons chartering space on the carrying vessel.

**2.4** The Merchant further undertakes that no claim or allegation in respect of the Goods shall be made against the Carrier by any Person other than in accordance with the Terms and Conditions of this bill of lading which imposes or attempts to impose upon the Carrier any liability whatsoever in connection with the Goods or the Carriage of the Goods, whether or not arising out of negligence on the part of the Carrier, and if any such claim or allegation should nevertheless be made, to indemnify the Carrier against all consequences thereof.

### 3. Compensation and Limitation of Liability

**3.1** Subject always to the Carrier's right to limit liability as provided for herein, if the Carrier is liable for compensation in respect of loss of or damage to the Goods, such compensation shall be calculated by reference to the value of the Goods plus Freight and insurance if paid. The value of the Goods shall be determined with reference to the commercial invoice, customs declaration, any prevailing market price (at the place and time they are delivered or should have been delivered), production price or the reasonable value of Goods of the same kind and/or quality.

**3.2** Save as is provided in clause 3.3:

**(a)** If the Hague Rules apply as national law, the Carrier's liability shall in no event exceed the amounts provided in the applicable national law and if the Hague Rules apply, the Carrier's liability shall in no event exceed GBP 100 per package or unit.

**(b)** For shipments to or from the U.S., the liability of the Carrier and/or Vessel shall not exceed US\$500 per package or customary freight unit, or any lesser limitation.

**(c)** In all other cases, compensation shall not exceed 2 SDR per kilo of the gross weight of the Goods lost or damaged.

**3.3** The Merchant agrees and acknowledges that the Carrier has no knowledge of the value of the Goods, and higher compensation than that provided for in this bill of lading / Air waybill may be claimed only when, with the consent of the Carrier, (i) for multimodal shipments from the U.S. where U.S. inland carriage is undertaken, the Merchant elects to avoid any liability limitation provided herein by prepaying extra freight and opting for full liability under the Carmack Amendment by complying with the terms in Carrier's Tariff; and (ii) in all other cases, the Shipper declares and the Carrier states the value of the Goods declared by the Shipper upon delivery to the Carrier has been stated in the box marked "Declared Value"

on the reverse of this bill of lading and extra freight is pre-paid. In that case, the amount of the declared value shall be substituted for the limits laid down in this bill of lading, air waybill, invoice and any partial loss or damage shall be adjusted pro rata on the basis of such declared value.

**3.4** Nothing in this bill of lading / air waybill shall operate to limit or deprive the Carrier of any statutory protection, defence, exception or limitation of liability authorised by any applicable laws, statutes or regulations of any country. The Carrier shall have the benefit of the said laws, statutes or regulations as if it were the owner of any carrying ship or vessel.

#### **4. Description of Goods**

**4.1** This bill of lading / air waybill shall be prima facie evidence of the receipt by the Carrier in apparent good order and condition, except as otherwise noted, of the total number of Containers or other packages or units indicated.

**4.2** No representation is made by the Carrier as to the weight, contents, measure, quantity, quality, description, condition, marks, numbers or value of the Goods and the Carrier shall be under no responsibility whatsoever in respect of such description or particulars.

**4.3** The Shipper warrants to the Carrier that the particulars relating to the Goods have been checked by the Shipper on receipt of this bill of lading / air waybill and that such particulars, and any other particulars furnished by or on behalf of the Shipper, are adequate and correct. The Shipper also warrants that the Goods are lawful goods, and contain no contraband, drugs, other illegal substances or stowaways, and that the Goods will not cause loss damage or expense to the Carrier, or to any other cargo during the Carriage.

**4.4** If any particulars of any Letter of Credit and/or Import License and/or Sales Contract and/or Invoice or Order number and/or details of any contract to which the Carrier is not a party, are shown on the face of this bill of lading / air waybill, such particulars are included at the sole risk of the Merchant and for his convenience. The Merchant agrees that the inclusion of such particulars shall not be regarded as a declaration of value and in no way increases Carrier's liability under this bill of lading / air waybill / invoice.

#### **5. Inspection of Goods**

The Carrier shall be entitled, but under no obligation, to open and/or scan any package or Container at any time and to inspect the contents. If it appears at any time that the Goods cannot safely or properly be carried or carried further, either at all or without incurring any additional expense or taking any measures in relation to the Container or the Goods, the Carrier may without notice to the Merchant (but as his agent only) take any measures and/or incur any reasonable additional expense to carry or to continue the Carriage thereof, and/or to sell or dispose of the Goods and/or to abandon the Carriage and/or to store them ashore or afloat, under cover or in the open, at any place, whichever the Carrier in his absolute discretion considers most appropriate, which sale, disposal, abandonment or storage shall be deemed to constitute due delivery under this bill of lading. The Merchant shall indemnify the Carrier against any reasonable additional expense so incurred. The Carrier in exercising the liberties contained in this clause shall not be under any obligation to take any particular measures and shall not be liable for any loss, delay or damage howsoever arising from any action or lack of action under this clause.

#### **6. Dangerous Goods**

**6.1** No Goods which are or which may become of a dangerous, noxious, hazardous, flammable, or damaging nature (including radioactive material), or which are or may become liable to damage any Persons or property whatsoever, and whether or not so listed in any official or unofficial, international or national code, convention, listing or table shall be tendered to the Carrier for Carriage without previously giving written notice of their nature, character, name, label and classification (if applicable) to the Carrier and obtaining his consent in writing and without distinctly marking the Goods and the Container or other covering on the outside so as to indicate the nature and character of any such Goods and so as to comply with any applicable laws, regulations or requirements. If any such Goods are delivered to the Carrier without obtaining his consent and/or such marking, or if in the opinion of the Carrier the Goods are or are liable to become of a dangerous, noxious, hazardous, flammable or damaging nature they may at any time or place be unloaded, destroyed, disposed of, abandoned or rendered harmless without compensation to the Merchant and without prejudice to the Carrier's right to Freight and, the Carrier shall be under no liability to make any general average contribution in respect of such Goods.

#### **7. Customs Clearance**

It is the shipper's responsibility to provide complete and accurate documentation to RT Clearing & Forwarding who will unless instructed otherwise act as the shipper's agent in obtaining customs clearance. Customs duties and taxes will be levied in accordance to the applicable harmonized code.

#### **8. General**

**8.1** Except when the Carrier has extended credit to the consignee without the written consent of the shipper, the shipper guarantees payment of all charges for the carriage due in accordance with Carrier's tariff, conditions of carriage and related regulations, applicable laws (including national laws implementing the Warsaw Convention and the Montreal Convention), government regulations, orders and requirements.

**8.2** The Carrier does not undertake that the Goods or any documents relating thereto shall arrive or be available at any point or place at any stage during the Carriage or at the Port of Discharge or the Place of Delivery at any particular time or to meet any particular requirement of any licence, permission, sale contract, or credit of the Merchant or any market or use of the Goods and the Carrier shall under no circumstances whatsoever and howsoever arising be liable for any direct, indirect or consequential loss or damage caused by delay. If the Carrier should nevertheless be held legally liable for any such direct or indirect or consequential loss or damage caused by such alleged delay, such liability shall in no event exceed the Freight paid for the Carriage.

**8.3** Save as is otherwise provided herein, the Carrier shall under no circumstances be liable for direct or indirect or consequential loss or damage arising from any other cause whatsoever or for loss of profits.

**8.4** Once the Goods have been received by the Carrier for Carriage the Merchant shall not be entitled neither to impede, delay, suspend or stop or otherwise interfere with the Carrier's intended manner of performance of the Carriage or the exercise of the liberties conferred by this bill of lading nor to instruct or require delivery of the Goods at other than the Port of Discharge or Place of Delivery named on the reverse hereof or such other Port or Place selected by the Carrier in the exercise of the liberties herein, for any reason whatsoever including but not limited to the exercise of any right of stoppage in transit conferred by the Merchant's contract of sale or otherwise. The Merchant shall indemnify the Carrier against all claims, liabilities, loss, damages, costs, delay, attorney fees and/or expenses caused to the Carrier, his Subcontractors, servants or agents or to any other cargo or to the owner of such cargo during the Carriage arising or resulting from any stoppage (whether temporary or permanent) in the Carriage of the Goods whether at the request of the Merchant, or in consequence of any breach by the Merchant of this clause, or in consequence of any dispute whatsoever in respect of the Goods (including, but without restriction, disputes as to ownership, title, quality, quantity or description of and/or payment for the Goods) involving any one or more party defined herein as the Merchant as between themselves or with any third party other than the Carrier shall be available to the Carrier in the event of any such stoppage.

**8.5** The Terms and Conditions of this bill of lading / Air waybill shall govern the responsibility of the Carrier in connection with or arising out of the supplying of a Container to the Merchant whether before, during or after the Carriage.

**8.6** The client / person by his /her signature on the face or the bill of lading / air waybill enter into a contract with the carrier. All monies due to the carrier in respect of services rendered shall be paid on agreed date without any deduction or offset for any reason whatsoever. The lodging of a claim against the carrier by the client / person shall not entitle the person to withhold any monies due to the carrier.

**8.7** In the event of the carrier being compelled to institute legal proceedings against the client / person, the client / person will be liable for all legal costs. The client / person hereby consents to the jurisdiction of the Magistrates Court in terms of the Magistrates Court Act in respect of any proceedings instituted against it notwithstanding the fact that the amount in dispute might exceed the jurisdiction of such courts.

**8.8** The services, terms and condition rendered by the carrier are conditioned by this document together with the bill of lading / air waybill / invoice and have no variation unless amended in writing by the Director of the Carrier.

Name of Company: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_