

28. The customer, sender, owner and/or consignee and their agents, if any, shall be liable for any duties, taxes, imposts, levies, deposits or outlays of whatsoever nature levied by the authorities at any port or place for or in connection with goods, and for any payments, fines, expenses, loss or damage whatsoever incurred or sustained by the Company in connection therewith.
29. (i) Unless otherwise specifically agreed by the Company and Customer in writing, the Customer agrees to pay the usual tariff of the Company.  
(ii) All invoices and statements of account posted by the Company shall be conclusively deemed to have been received by the Customer four(4) days after the date of posting thereof to the postal address of the Customer as specified in paragraph 2 of the Company's Application to Conduct Business, alternatively the same day if despatched to the facsimile number of the Customer as specified in the aforementioned paragraph.  
(iii) The Customer shall pay to the Company all sums due to the Company, without deduction or set-off, strictly in accordance with the payment terms agreed upon between the Company and the Customer, and if not so agreed, pay the Company in cash immediately upon receipt of invoice or statement of account of all sums due to the Company, without deduction or set-off, and payment shall not be withheld or deferred on account of any claim or counter-claim which the Customer may so allege. Until such payment is made, any rights that the Customer may have, shall be deemed not yet to have arisen, and it is only the payment to the Company which releases such rights, and makes them available to the Customer in respect of any claim or set-off that the Customer may have against the Company.  
(iv) Should any sum owing by the Customer to the Company not be paid on due date, then all amounts owing by the Customer to the Company will become immediately due and payable, notwithstanding the fact that such amount might otherwise not yet be due and payable.
30. Notwithstanding any prior dealings between the Company and its customer, all documents and other matter including cash, cheques, bank drafts and other remittance, sent to the Company through the post shall be deemed not to have been received by the Company unless and until they are actually banked into the Company bank Account.
31. The Company shall under no circumstances be precluded from raising a debit and obtaining payment in respect of any fee or disbursement lawfully due to it, notwithstanding the fact that a previous debit or debits, whether excluding or party including the items now sought to be charged, had been raised and whether or not any notice was given that further debits were to follow.
32. All goods and documents relating to goods including Bills of Lading and import permits, as well as all refunds, repayments, claims and other recoveries, shall be subject to a special and general lien and pledge either for moneys due in respect of such goods or for other moneys due to the Company from the Customer, sender, owner, consignee, importer or the holder of the Bill of Lading or their agents, if any. If any moneys due to the Company are not paid within 14 (fourteen) days after notice has been given to the person from whom the moneys are due that such goods or documents are being detained, they may be sold by auction or otherwise or in some other way disposed of for value at the sole discretion of the Company and at the expense of such person, and the nett proceeds applied in or towards satisfaction of such indebtedness.
33. The Company shall not in any circumstances be liable for any loss of or damage to goods or for non-delivery or mis-delivery whether on grounds of breach of contract or negligence, unless it is proved that the loss, damage, non-delivery or mis-delivery occurred whilst the goods were in the actual custody of the Company and under its actual control.
34. Subject to the terms of Clause 33 above the Company shall be under no liability whatsoever whether on grounds of breach of contract or negligence, in respect of any type of loss damage, however arising, and whether in respect of or in connection with any goods or any instructions, business advice, information or services or otherwise, unless it is proved that the loss or damage was caused by the gross negligence of the Company.
35. Notwithstanding anything herein before contained the Company shall not, in any circumstances, be liable for damages arising from loss of market, or attributable to delay in forwarding or in transit, or failure to carry out the instructions given to it, or any other consequential loss, however caused.
36. Notwithstanding anything hereinbefore contained the Company shall be discharged from all liability:  
(i) for loss or non-delivery of any separate package forming part of a consignment or for loss from a package or an unpacked consignment or for damage or mis-delivery, however caused, unless notice be received in writing within 5 (five) days after the end of the transit where the transit ends in Republic of South Africa or within 14 (fourteen) days after the end of the transit where the transit ends at any place outside the Republic of South Africa.  
(ii) for loss or non-delivery of the whole of a consignment, however caused, unless notice be received in writing within 28 (twenty eight) days of the date when the goods should have been delivered.
37. In no case whatsoever shall any liability of the Company, however arising, exceed the value of the goods or the value declared by the customer for insurance, customs or carriage purposes, or the following respective amount whichever is the least:  
(i) Inward and outward consignments received or to be forwarded by airfreight - R50 per consignment.  
(ii) Inward and outward consignment received or to be forwarded by seafreight or other surface carriage, excluding parcel post - R100 per ton of 1 000 kilos.  
(iii) Inward and outward parcel post consignment - R25 per consignment.  
If it is desired that the liability of the Company should not be governed by these limits, written notice thereof must be given to the Company before any goods or documents are entrusted to the Company together with a statement of the value of the goods. Upon receipt of such notice the Company may agree to its liability being increased to a maximum amount equivalent to the amount stated in the notice, in which case it shall be entitled to effect special insurance to cover its maximum liability and the party giving the notice shall be deemed by so doing to have agreed and undertake to pay to the Company the amount of the premium payable by the Company for such insurance.
38. Where, as a result of any act or omission by the Company, duty, railage, wharfage, freight, cartage or any other impost or charge has been paid or levied, which should not have been paid or levied in an incorrect amount, then any responsibility or liability to the customer which the Company might otherwise bear will cease and fall away if the customer does not:  
(i) within a reasonable time, having regard to all the circumstances, and in particular to the time allowed for the recovery from the payee of the amount overpaid, advise the Company that an incorrect amount has been paid or levied, and  
(ii) do all such acts as are necessary to enable the Company to effect recovery of the amount overpaid having regard to the conditions required for such recovery.  
Provided that the customer is aware of the actual amount paid or levied, the fact that he may not be aware that such an amount is incorrect shall not constitute a circumstance to be taken into account in calculating what is a reasonable time, nor shall such ignorance excuse any act or omission which may prejudice the Company's right of recovery.
39. The Company shall not be liable under any circumstances for any loss, damage or expense arising from or in any way connected with marks, weights, measurements, numbers, brands, contents, quality or description of any goods.
40. In addition to and without prejudice to the foregoing conditions, the customer shall be deemed to have indemnified the Company against all liabilities whatsoever suffered or incurred by the Company arising directly or indirectly from or in connection with the customer's instructions or their implementation in relation to the goods and in particular in respect of any liability whatsoever it may be under to:  
(i) any servant; agent or sub-contractor or any haulier, carrier, warehousemen, or other person whatsoever at any time involved with the goods arising out of any claim made directly or indirectly against any party by the customer or by any consignor, consignee or owner of the goods or by any person interested in the goods or by any other person whatsoever, or  
(ii) any owner or consignee of the goods who is not the customer of the Company where the Company performs the service of a deconsolidation agent, or any other service, or  
(iii) any carrier of the goods if the Company is the consignor or consignee of the goods.
41. No act, omission, course of dealing, forbearance, delay or indulgence by the Company in enforcing any of these conditions or any of its rights in terms thereof or any granting or time by the Company shall prejudice or affect the rights and remedies of the Company under these conditions and no such matter shall be treated as any evidence of waiver of the Company's rights thereunder nor shall any waiver of breach by a customer of any one or more of these conditions operate as a waiver of any subsequent breach thereof. The Company shall at all times and without notice be entitled to insist on strict application of these conditions and on their strict enforcement on its customers.
42. These conditions and all agreements made by the Company, with its customers wherever made shall be governed and construed according to the laws of the Republic of South Africa and shall be subject to the exclusive jurisdiction of the courts of the Republic of South Africa.

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**Alterations to any one or part thereof of the Standard Trading Conditions may render this application null and void. Any alteration will require the prior agreement and authorisation by CTC Worldwide Logistics.**