

TERMS AND CONDITIONS OF SALE

It is agreed that the parties who have appended their signatures hereto on behalf of the Hirer:

Conditions upon which goods are removed /Transported/Positioned/Packed or Warehoused by Rigging 24 cc.

1. Contractor means Rigging 24 cc and includes the contractor's servant's agents and any person carrying any goods forming the subject matter of this contract under and in terms of a sub contract with the contractor.
2. It is the contractor's responsibility to effect in respect of any loss or damage to the goods or services to which the agreement relates. The CONTRACTORS will endeavour to elect such insurance on their behalf, provided they receive written instructions from the customer and the premium is paid by the customer prior to the execution of the contractor.
3. Quotations are firm for 31 days from the day there on and are subject to:
 1. Work being carried out by the method and route to be decided by the contractor without interruption, hindrance or postponement.
 2. The contractor having vehicles and/ or staff available on the dates required.
 3. All part loads being conveyed and delivered are at the contractors convenience.
 4. Any increase in the contractors cost coming into force after the date of the quotation over which the contractor has no control, will be for the customer's account.
 5. Any delay due to an interruption, hindrance, local traffic or Municipal regulations or non production of necessary licences, permits or customs forms will be charged to the customer.
 6. Where the volumes, quantities or scope of the work have increased over what had been quoted for, the client will be charged for any additions on a pro-rate basis.
 7. charge increase should there be a change of route due to reasons beyond the contractors control.
 8. Any postponement or cancelling by the customer entitles the contractor to make a charge to cover the expenses incurred and/ or losses to the contractor arising there from.
 9. The contractor shall have the right to increase the charge specified in the event of stoppages or delays in carrying out the work to which the contract relates provided that such stoppages or delays are caused by circumstances beyond the control of the contractors and are such that the contractors could not reasonably foresee or prevent the cause of such stoppages or delays arising. All quotations or estimates are on the assumption that the work can be conveniently carried out by means of the ordinary staircases and doorways and that there is adequate access to the building from / to which the goods forming the subject of this contract are to be moved any additional costs caused by lack of the above shall be borne by the customer.
4. Quotations exclude customs dues, clearing charges and/ or lines and unless otherwise stated, charges in respect of air, rail or sea freight or any other charges over which the contractor has no control or are incidental to the carry out of work. Also, unless otherwise stated, quotations do not include the costs of dismantling and/ or erection of fittings and fixtures or any other goods or articles of whatever nature.
5. The customer shall be responsible for ensuring that adequate access, parking etc is made available to the contractor, should these conditions not be fulfilled, the customer agrees to pay all expenses arising from the additional work or the delay involved.
6. No employee or agent of the contractor has any authority to alter, vary or quote in any way these terms and conditions nor enter into contract, sign any receipts or documents on behalf of the contractor unless previously submitted and approved in writing by the contractor.
7. If the contractor is unable to carry out the work on the date or at the time requested, it will be as soon as possible thereafter. Should the contractors vehicle be forced to deviate from its normal route due to damaged roads, bridges etc, or any causes beyond the contractors control, such deviation shall entitle the contractor to raise additional charge to cover expenses arising from extra mileage and time involved. Furthermore, if goods under this contract are delayed on route by reason of any default or wrong declaration by the customer or by any reason beyond the control of the contractor, or the customer the consignee is unable to receive the goods at the specified place or time, the customer shall be at liberty to off load them at his own or any or any other storage place and the customer hereby irrevocably in and resume appoints the contractor as its agent to enter into any agreement for storage, cartage or delivery in this regard. Until such time as delivery takes place, the recoverable form the customer.
8. The customer shall not submit any dangerous materials of any description nor shall he submit decomposition goods likely to cause infestation of vermin for warehousing. The customer shall make no claim but shall indemnify the contractor against all claims made against

him due to the presence of any such articles in the customer's goods. Should any such article be discovered, the contractor shall have the right to remove said article and dispose of it as he thinks fit and will not be accountable for the value thereof.

9. Any operation carried out by the contractor shall be entirely at the owner's risk. The contractor shall not be responsible for any loss or damage, including consequential or damage, arising from any cause whatsoever save for any loss or damage attributed by gross negligence or wilfulness on the part of the contractor. The onus shall be on the customer to prove such a claim, loss or damage attributed by gross negligence or wilfulness on the part of the contractor or its servants in the event of such proof. The maximum amount recoverable by the customer shall be limited to R500.00 per ton on the actual value per ton, whichever the lesser, irrespective of the nature and extent of the loss, damage or consequential loss. In the event of the aforementioned the customer agrees that the contractor at liberty (without incurring and liability and obligation whatsoever) to take whatsoever steps he considers necessary to try recover or salvage any or all goods. All expenses incurred by the contractor in doing so will be paid to him by the customer on demand. Any claims for damage, loss or otherwise in respect of any goods, shall be made in writing, with full details within three days of loss, damage or failure to produce, failing which no such claim shall be endorsable against the contractor.
10. A claim or counter claim against the contractor shall not be made a reason to deferring or with holding payment; the contractor shall not be held responsible for any loss or damage caused by or arising from mildew, dust, act of God, fire, burglary, theft, flood, riot, civil unrest, invasion, war or explosion. Instructions given to collect payment on delivery (C.O.D) in cash or otherwise are accepted by the contractor only on condition the consignor in the matter of such collection will be liable for the exercise of reasonable diligence and care.
11. In addition to and without restricting the operation of the provisions of the contract, the contractor, its servants and/ or agents shall under no circumstances be liable for damage to mechanical, electrical or other plant nor the renovation or replacement of any article which is inherently defective or in such condition that it cannot be removed without causing damage. They shall also not be responsible for loss or damage to any articles contained in drawers any articles not both packed and unpacked by their employees.
12. The contractor shall under no circumstances be liable for any loss or damage 9 no matter how caused) to anything to or from a public sale or when goods are only packed and/ or dispatched by them and no claim may be made against them after the goods leave their hands.
13. The consignor indemnifies the contractor against all liability for the cost and/ damage and all claims arising out of the passage over private property, damage to drain covers walls, fences, bridges, roads , driveways and culverts.
14. It is incumbent upon the customer to ensure that nothing required to be moved is left behind or no goods and or fixtures are removed in error. He/she must also ensure that any articles left in occupied premises are protected. The customer must satisfy himself that all goods which were loaded onto the contractor's vehicle have been off loaded at the new destination as the contractor will under no circumstances accept such responsibility.
15. The contractor shall have a general lien over all goods carried or stored and under the event of non payment of monies due to the contractor shall have the right to open and examine any part of such goods and at his option to sell the whole or any part thereof either by public auction or by private treaty and to supply the proceeds of sale to all monies due to the contractor including any other expenses incurred by him or charges for storage of such goods. Any surplus shall be paid to the customer without interest within 31 days after such sale.
16. Storage charges are payable monthly in advance and shall be exclusive of the cost of removing, packing and stacking and or delivering for which the contractor is entitled to raise additional charge.
17. A customer sending goods to be warehoused must furnish an address to which communication are to be directed and register its signature with the contractor for mutual protection. An inventory of goods must be made on receipt for storage and no discrepancy shall be recognized or entertained unless it is immediately pointed out. The contractor shall not be liable for nor accept any claim for damage or loss of any article or goods unless it is described in the inventory. Should the goods be removed by any persons other than the contractor, unless the inventory is checked by or on behalf of the customer and a detailed claim is made at the time of handing the goods over the contractor shall in no way be liable for any claims for the loss or damage?
18. Not with standing any provision of this agreement, when an estimate is given to the contractor does not undertake to be bound by the estimate and shall have the right after completion of the work to increase any of the charges so estimated.
19. Quotations and estimates do not include stripping, dismantling or disconnection of machinery and equipment of any description unless specified in the quotation but if such work is done a further charge will be and the terms and conditions of this contract will apply thereto.
20. Except where a quotation states otherwise, all quotations based in a tonnage rate or a metric tonnage weight, shall apply to the gross mass unless the goods exceed a 80 cubic feet per short ton mass or a 2 decimal 4 cubic metres per 1000kgs, in which case the quotation shall apply to each measurement of cubic feet or 2 decimal 4 cubic metres.
21. Quotations for classes of goods and destinations not covered by the carrier's certificate issued under the motor transport act are given in condition that a temporary permit may be obtained under the act.

22. Should the contractor incur any costs, charges or expenses in consequence of any claims been made to or against any goods being warehoused or have to pay for damages arising out of any such claim, such costs, charges, expenses or damages shall be recoverable from the customer, in addition to all other charges.
23. At least 7 (Seven) days notice must be given in writing by the customer to the contractor for removal of goods from the storage and the contractor shall be bound to deliver such goods without any order signed by the customer. The customer or his agent must be present at the time of delivery to check the inventory and give the contractor a receipt for the goods. Access to the goods must be arranged through the offices where the goods are stored.
24. The contractor is entitled to cancel a storage contract by giving the customer one months notice in writing to remove his goods. This notice shall be considered as a validly served if posted to the customers addressed last registered with the contractor under clause 17 above.
25. In a case where a contract provides warehousing and monies owing by the customer be three months in arrears, or the goods are not removed when required by the contractor, he/she shall be entitled without notice to exercise his rights to sell any goods then falling under his general lien in the manner and subject to mutalis and mutandis to the terms and conditions of clause 15 above.
26. The customer warrants that any property handed to the contractor for removing, packing, string or any other purpose in its own unencumbered property that it has the full authority of all persons owing and/ or interested in the property to enter into this contract. The customer hereby indemnifies the contractor against all claims, costs, charges, losses, penalties or liability of any nature, which may be incurred by the contractor in consequence of nay claim to such property by third party.
27. Any dispute or claim arising out of the contract or interpretation thereof and any litigation between the customer and the contractor, its agent or other contractors acting on behalf, may be instituted by the contractor in any magistrates court having jurisdiction over the parties even through the case of action in question exceed the jurisdiction of that court.
28. The contractor reserves the right to employ sub-contractors and/ or agents to act in lio for them, in the event of their so doing, these conditions shall never the less apply to both the contractor and the sub-contractors and/ or agents.
29. All removals, storage or packaging or any work performed or tendered for is expressly subject to the granting of the necessary permit or sanction where required of a competent authority. In the event of the refusal, the contractor shall not be liable or responsible for any loss however sustained. All tenders are deemed to be subject to all existing laws, ordinances, by laws and regulations.
30. The contractor is not a common carrier and does not undertake the obligation to a common carrier. The contractor may at its discretion refuse to accept or carriage any goods and shall not be obliged to assign any reason for such refusal. T he contractor accepts goods for carriage only upon these terms and conditions.
31. It is a condition of this contract that the terms set forth in bills of lading, consignment issued by any participating carriers are accepted by the contractor as agent for the customer and his terms shall be deemed to be part of this contract.
32. Terms: Nett cash or in the case of approved accounts, within thirty days of presentation of invoice, interest on amounts outstanding as a result of terms not being adhered to, interest will be charged at the prime overdraft rate plus 2% or the legal rate of interest, whichever is greater.
33. Continuity clause: These conditions shall apply to any future transport, rigging or mechanical work undertaken by the contractor and/or sub-contractor on behalf of the customer.

Important: Your attention is specifically drawn to the provisions of paragraph 9 & 10 of the contractual conditions on the reverse side hereof. You are to read and consider these specific provisions in particular since they form a material term of the contract. If you conclude the contract with the contractor, it will be accepted that you understand the content and effect thereof and that your attention has been specifically drawn thereto by the contractor.