

GENERAL TRADING TERMS AND CONDITIONS
of
LINEBOOKER (PTY) LTD
(Hereinafter referred to as "LINEBOOKER")

1. Background and Interpretation

- 1.1 LINEBOOKER requires all of its accredited and approved transporters (each a "Transporter") to agree to its General Trading Terms and Conditions as set out hereunder. These General Trading Terms and Conditions ("Trading Terms") shall apply to the delivery of services and/or goods by the Transporter to LINEBOOKER'S customers (each a "Customer").
- 1.2 Where a Transporter has an existing written service level agreement, any such agreement shall be read with these Trading Terms. Where there is a contradiction between an existing agreement and these Trading Terms, then the terms and conditions set out herein shall apply.
- 1.3 The Transporter agrees that the following Trading Terms shall apply to all transactions entered into between the Transporter and LINEBOOKER relating to the provision of goods and/or services by the Transporter.

2. Definitions and Terminology

- 2.1 "LINEBOOKER" means Linebooker Proprietary Limited, company registration number 2018/370373/07, with registered office at Farm 1, Building C, Ground Floor, The Vineyards Office Estate, 99 Jip de Jager Drive, De Bron, Cape Town, 7530.
- 2.2 "Confidential Information" means any and all information of any nature whatsoever which the Transporter may obtain from or relating to LINEBOOKER, the Customer and/or the business of LINEBOOKER and/or the Customer (including, without limitation, all information pertaining to the strategic, management, operational, technical, commercial, financial and business affairs, business plans and solutions, know-how, trade secrets, processes, specifications, client and personnel data, marketing and business information generally, and other data of LINEBOOKER and/or the Customer, as the case may be, in whatever form, and any other information of whatever description that LINEBOOKER and/or the Customer has an interest in being kept confidential), howsoever such information may be disclosed, whether orally, visually or in electronic media (and all such information shall be considered confidential unless the contrary is proved);
- 2.3 "Customer" means the party on whose behalf LINEBOOKER has facilitated the provision of the Services;
- 2.4 "Destined Delivery Point/s" means the premises of the relevant Customer as advised to the Transporter from time to time in the Request Form;
- 2.5 "Goods" means the relevant Customer's merchandise or product as advised to the Transporter from time to time by Linebooker;
- 2.6 "Parties" means both LINEBOOKER and the Transporter in accordance with their definitions under these Trading Terms and "Party" shall mean any one of them, as the context may indicate;
- 2.7 "Request Form" means the request form issued by Linebooker to the Transporter setting out the details of the Services it / the Customer requires, including but not limited to the date of collection, date of delivery, nature of Goods being transported, value of Goods and weight of Goods;
- 2.8 "Services" means the transport services to be rendered by the Transporter and services ancillary thereto as set out in these Trading Terms;
- 2.9 "Trading Terms" means the general trading terms and conditions set out herein; and
- 2.10 "Transporter" means you, as the transporting entity providing the Services, as well as your employees, directors, contractors, agents and representatives.

3. Acceptance of Transporter

Linebooker shall issue sign-up documents to the Transporter which shall be completed by the Transporter and transmitted to Linebooker simultaneously with certain documentation, as requested by Linebooker. Linebooker shall, following consideration of the sign-up documents and such other information as may come into Linebooker's possession, decide in its sole and absolute discretion whether to accept the Transporter on its network. If the Transporter is accepted, the Trading Terms provided for herein shall apply. The Transporter consents to Linebooker, in its sole and absolute discretion, performing company, reference and credit checks in respect of the Transporter.

4. Transporter's service to LINEBOOKER and Customer

- 4.1 Linebooker shall issue a Request Form to the Transporter from time to time.
- 4.2 The Transporter shall ensure that its quotation for the rendering of the Services is provided within 30 minutes of issuing the Request Form from Linebooker, which quotation shall remain open for acceptance for a period of at least 4 business hours after being provided, unless otherwise agreed. If Linebooker accepts the quotation provided by the Transporter, the Transporter shall be obliged to provide the Service to Linebooker on behalf of a Customer as per the details set out in the Request Form. In the event that the Transporter cancels its quotation or fails to render the Services as requested in the Request Form after the quotation has been accepted by Linebooker (which for the avoidance of doubt shall constitute a breach of these Trading Terms by the Transporter), then, in addition to any other rights which LINEBOOKER may have under these Trading Terms or otherwise, a cancellation fee to the value of 10% of the quotation amount will be payable by the Transporter to LINEBOOKER.
- 4.3 Where there are any specifications regarding the Goods or Services set out in the Request Form, the Transporter must ensure that such specifications have been strictly adhered to.
- 4.4 All Goods must be collected at the Customer's designated address and delivered to the Destined Delivery Point at the times specified by the Customer and communicated to the Transporter by Linebooker.
- 4.5 The delivery date shall be the date specified in the Request Form or, in the event of operational delays on the part of the Customer or any third party other than the Transporter, such later date as may be communicated to the Transporter by Linebooker.
- 4.6 Any failure by the Transporter to deliver all of the Goods timeously and without damage or blemish shall constitute a material breach of these Trading Terms, provided that any delay which is caused by a circumstance of *force majeure* or which the Transporter can prove was outside of its control shall not constitute a material breach of these Terms and Conditions.
- 4.7 The Transporter agrees and undertakes to render the Services with reasonable care, skill and diligence and in accordance with any specific procedures and instructions as instructed by Linebooker, as amended from time to time and in the absence of which, good practice is to be applied to ensure proper Service delivery standards.
- 4.8 The Transporter shall comply with all legislation and regulations when providing the Services in terms of these Trading Terms and hereby warrants that it has all of the necessary licenses, certificates, permits or exemptions in order to carry out its obligations in terms hereof.

5. Obligations of the Transporter

5.1 Transportation of Order

- (i) The Transporter shall ensure that the driver appointed to transport the Goods ("**Driver**") is familiar with the description, values and quantities of the Goods.
- (ii) The Driver shall be present at the loading and offloading of the Goods and ensure that –
 - a. when loading the Goods, the Goods are checked and confirmed as being clean, dry and packed in a suitable fashion, ensuring that the load of Goods is stable and adequately fastened; and
 - b. when offloading the Goods, the weights and quantities are the same as those when the Goods were loaded.
- (iii) The Driver is entitled to refuse to load Goods which are not in the condition prescribed in the Request Form, specifically if there are visible leakages or damages. Where necessary, the Goods must be covered to keep them in a clean and dry state.

- (iv) The Transporter is obliged to ensure that the Goods are received by the Customer on time and in accordance with the specific procedures and instructions of Linebooker and in the condition which they were received by the Transporter and that an officer of the Customer signs the relevant delivery or service note evidencing proof of delivery of the Goods in an acceptable condition and such proof of delivery shall be furnished to Linebooker in accordance with the provisions of clause 11.
- (v) All Services rendered by and/or on behalf of the Transporter are rendered at the Transporter's own risk and responsibility and the Transporter shall be liable for any loss, damage, destruction, shortage or delay howsoever arising, from the point of collection of the Goods until duly receipted and signed for by the Customer.
- (vi) Without limiting the generality of clause (v) above, the Transporter shall be fully liable for any harm, damage or loss which may arise from any late delivery of the Goods, damage to Goods and/or short deliveries (i.e. any loss, theft or destruction of any portion of the Goods).

5.2 Safety of Goods

- (i) The Transporter undertakes that all vehicles shall be fitted with a satellite tracking device and the Driver shall be provided with a working cell phone. The Transporter must have the capacity to monitor the whereabouts of the vehicle at all times.
- (ii) Linebooker shall immediately be notified of any theft, hijacking, attempted hijacking and any further criminal conduct performed in respect of the Goods.
- (iii) The Drivers shall be required to rest in safe, well-lit stops and shall ensure that the vehicle is secure when stopped.
- (iv) Drivers shall not leave the Goods unattended.

5.3 Health and Safety

- (i) The vehicle used to transport the Goods shall be clean and in good working order.
- (ii) The Driver shall be required to comply with all health and safety requirements applicable at the point of collection and at the point of delivery.
- (iii) The Transporter shall further ensure that the Driver is supplied with the necessary protective clothing to perform his duties.

6. Standing time

In the event that the Customer and/or its representatives are not available and able to (i) load the Goods onto the Transporter's vehicle at the appointed time, or (ii) offload the Goods at the appointed time, the Transporter shall be required to wait at least 2 hours after the appointed time, where after it shall, acting reasonably, be entitled to leave and/or charge a penalty fee to LINEBOOKER for such standing time. The Transporter shall not be entitled to charge a penalty fee unless it has informed LINEBOOKER immediately of the failure of the Customer to be available timeously. LINEBOOKER shall use its reasonable commercial endeavours to attempt to assist the Transporter in reducing the standing time which it suffers as a result of such unavailability and/or inability on the part of the Customer and/or its representatives.

7. Indemnity and Insurance

7.1 The Goods are carried at the sole risk of the Transporter.

7.2 The Transporter hereby indemnifies and holds LINEBOOKER and its employees, agents and representatives harmless from and against any and all claims, damages, losses, liabilities, costs and/or expenses (including but not limited to attorneys' fees) which LINEBOOKER may suffer as a result of:

- (i) any loss, damage or destruction to the Goods or any shortage or delay in the rendering of the Services;
- (ii) any breach by the Transporter of any of the provisions of these Trading Terms; and/or
- (iii) otherwise arising from the rendering of the Services by the Transporter or the Transporter's use of LINEBOOKER'S platform.

- 7.3 The Transporter shall, at its cost, obtain and maintain adequate Goods in Transit (GIT) insurance cover on a first loss value, of at least an amount equal to the load value as quoted on the Request Form, in respect of the specific commodities which are being transported by the Transporter (as set out on the Request Form). The insurance policy shall provide cover for at least the following –
- (i) The full value of the commodities being transported plus the value of the containers;
 - (ii) Any damages caused to the commodities being transported as a result of incorrect temperature settings and deterioration of stock;
 - (iii) loss, damage liability and expenses as a result of driver negligence or fidelity;
 - (iv) must not have any exclusions pertaining conveyance of high cubed containers;
 - (v) Reference to the specific geographical areas of coverage should be included therein; and
 - (vi) SASRIA/ NASRIA cover within the Republic of South Africa and Namibia and must provide cover against loss, damage, liability or expense following riot and strike outside of the Republic of South Africa or Namibia.
- 7.4 A copy of the Transporter's GIT insurance policy shall be forwarded to LINEBOOKER as soon as possible after the signing of these Trading Terms.
- 7.5 The Transporter shall not be entitled to amend its insurance policy without the prior written consent of Linebooker, which consent shall not be unreasonably withheld. Proof of payment of the insurance premiums by the Transporter shall be furnished to LINEBOOKER upon request.
- 7.6 Should the Transporter decide to terminate or not renew the GIT insurance policy for any reason, then the Transporter shall notify LINEBOOKER in writing at least 30 (thirty) calendar days before termination of the GIT insurance policy and LINEBOOKER shall have the option to terminate the Transporter's services with immediate effect.
- 7.7 Without limiting the generality of this clause 7 and the obligations of the Transporter set out at clause 5, LINEBOOKER shall under no circumstance whatsoever be liable to the Transporter for any:
- (i) weighbridge fines which the Transporter may become liable to pay as a result of any overloaded vehicles;
 - (ii) losses which the Transporter may suffer as a result of any standing time (i.e. time spent waiting for the Customer and/or its representatives to become available and able to load or offload the Goods at the agreed collection point or the Destined Delivery Point, as the case may be); and/or
 - (iii) other harm, damage or loss which it may suffer in the performance of or related to the Services, including as a result of any act or omission whatsoever on the part of the Customer.

8. Intellectual Property

- 8.1 In these Trading Terms, "**Intellectual Property Rights**" includes all intellectual property rights of whatsoever nature and however embodied, including (without limitation) copyright, patents, patent rights, designs, design rights, invention rights, database rights, know-how, Confidential Information, trade secrets, trademarks, trade names, domain names, service marks, goodwill and all other intellectual property rights, in each case whether registered or unregistered which subsist or will subsist now or in the future in any part of the world, and including all rights to recover damages for the breach, infringement, or misappropriation of any such Intellectual Property Rights.
- 8.2 LINEBOOKER reserves all of its rights, including all Intellectual Property Rights, not expressly granted herein to the LINEBOOKER website and all of the content made available on or via the LINEBOOKER website.
- 8.3 The Transporter may not use the LINEBOOKER website or any of the content which LINEBOOKER makes available on or via the LINEBOOKER website in any way that constitutes a violation of any law (including intellectual property law), or an infringement or misappropriation of LINEBOOKER'S rights (including, without limitation, its Intellectual Property Rights), or the rights or Intellectual Property Rights of LINEBOOKER'S licensors or any third party. The Transporter may not reproduce, modify, copy, perform, transmit or commercially exploit such content in any manner whatsoever.
- 8.4 The Transporter will not at any time, acquire any rights, title, ownership or interest, including any Intellectual Property Rights, in or to the LINEBOOKER website or any of the content which LINEBOOKER makes available on or via the

LINEBOOKER website.

9. Cession and Assignment

- 9.1 The Transporter may not surrender, assign, cede, or in any way alienate its rights or obligations in terms of these Trading Terms. Should the Transporter sub-contract with a third party, the Transporter shall remain liable in full to Linebooker in terms of these Trading Terms notwithstanding such sub-contracting. At the election of Linebooker, the Transporter shall cede all rights and assign all obligations that the Transporter may have against the third-party transporter. In the event that LINEBOOKER elects to exercise this right or in the event that it does not, the Transporter agrees to indemnify and hold LINEBOOKER harmless against any loss or damages as may result directly or indirectly as a result of the Transporter's breach of this clause, which shall include all legal costs as may be incurred on an attorney-own-client scale.
- 9.2 LINEBOOKER will not recognise any such surrender, assignment, cession, or alienation (whether in terms of law of otherwise) unless prior written consent has been obtained from LINEBOOKER, which consent shall not be unreasonably withheld.
- 9.3 LINEBOOKER may, at any time, transfer or assign any or all of its rights and obligations under any agreement with the Transporter. LINEBOOKER will notify the Transporter if it assigns any rights or obligations to a third party, provided that LINEBOOKER shall not be required to inform the Transporter in the event that it assigns any rights or obligations to any of its affiliates or sub-contractors.

10. Account Payments

- 10.1 Only valid VAT invoices reflecting the reference number in respect of the order will be processed for payment.
- 10.2 Any settlement discounts which may be applicable are applied on the payment amount inclusive of VAT.
- 10.3 Payment date of Transporter accounts falling due on a Saturday, Sunday or Public Holiday will only be effected on the 1st (first) working day thereafter.
- 10.4 Payment of a Transporter account will be made by payment into 1 (one) single bank account only. Should a Transporter require payments to be made into more than one bank account, an annual administration fee will apply for each additional bank account at the discretion of LINEBOOKER.
- 10.5 Payment of any Transporter account will be by Bank Electronic Funds Transfer. Any requests by the Transporter to make another form of payment will be at the discretion of LINEBOOKER.
- 10.6 The Transporter may not raise an account dispute more than 3 (three) months from the date of the transaction.
- 10.7 LINEBOOKER will pay Transporter accounts within 30 days of receipt of the Transporter's monthly statement, provided that:
- (i) such statement is fully supported by valid invoices and all 'proof of delivery' documents as referred to in clause 11; and
 - (ii) LINEBOOKER may withhold or delay payment due to any act or omission on the part of the Transporter, including but not limited to (i) any breach by the Transporter of the Trading Terms or (ii) any actual or alleged unsatisfactory performance or non-performance by the Transporter. Such payment may be withheld or delayed until such time as the Transporter has remedied and / or compensated LINEBOOKER for its breach.
- 10.8 Statements of Account must be addressed to the address specified by LINEBOOKER in writing from time to time.
- 10.9 Under no circumstances whatsoever will any of LINEBOOKER's directors, agents, representatives or employees be liable for any payment to be made to any Transporter and no director, agent, representative or employee of LINEBOOKER gives or shall give any guarantee as to the payment of any amounts owing to the Transporter, nor does he/she stand surety for or agree to be a co-principal debtor in respect of the obligations of LINEBOOKER.

11. Proof of Delivery

11.1 The Transporter shall provide LINEBOOKER with a copy of the proof of delivery ("POD") in respect of each particular delivery of Goods within:

- (i) 3 days, if the delivery was a local delivery;
- (ii) 7 days, if the delivery was a long-distance delivery; and
- (iii) 14 Days, if the delivery was a cross-border delivery.

11.2 The Transporter shall deliver original POD's within 14 days from the delivery date.

11.3 In the event that the Transporter fails to deliver any POD to LINEBOOKER timeously in accordance with clause 11.1, payment of the Transporter's account may be delayed, it being acknowledged that LINEBOOKER shall not make any payment to the Transporter until it has received all PODs relating to such payment.

12. Breakdown procedure

12.1 The Transporter shall, upon request, provide LINEBOOKER with its breakdown procedure.

12.2 The breakdown procedure will, as a minimum, need to include that, in the event of a breakdown, a replacement vehicle will be provided, at the Transporter's own cost, and within reasonable time, to prevent any damage or delay to the best of its ability. Nothing contained in this clause 12 nor in the breakdown procedure shall be construed as limiting the Transporter's obligations contained in clause 3 or 5, including for the avoidance of doubt the obligation to ensure that the Goods are delivered timeously and with reasonable care, skill and diligence.

13. Price Increases

Once the quotation provided by the Transporter in respect of any Services as contemplated in clause 4 has been accepted, the Transporter shall not be entitled to vary the price set out in that quotation without the prior written consent of LINEBOOKER.

14. Legal Charges

14.1 In the event of LINEBOOKER instructing its attorneys to recover monies from the Transporter, the Transporter shall be liable for and shall pay all legal costs incurred by LINEBOOKER (on attorney and own client scale), including any tracing agents charges and collection commission.

14.2 The Transporter agrees and consents in terms of Section 45 of the Magistrate's Courts Act, 32 of 1944 (or any similar section in an Act replacing that Act) to the jurisdiction of the Magistrate's Court for the purposes of any proceedings in terms of or incidental to these Trading Terms, notwithstanding that the amount of the matter in dispute exceeds the Court's jurisdiction. LINEBOOKER, in its sole discretion, shall be entitled to institute proceedings against the Transporter in the division of the High Court having jurisdiction in the matter and in such event, the costs of the proceedings shall be determined on an attorney-own-client scale applicable to the High Court.

15. Confidential Information

15.1 The Transporter must treat and hold as confidential all Confidential Information which it may receive from LINEBOOKER or which becomes known to it.

15.2 The Transporter agrees that in order to protect the proprietary interests of LINEBOOKER in LINEBOOKER's Confidential Information, unless LINEBOOKER has expressly agreed otherwise in writing –

- (i) the Transporter will only make the Confidential Information available to those of the Transporter's personnel who are actively involved in the execution of the Transporter's rights or obligations and then only on a "need to know" basis;
- (ii) the Transporter will only use and will ensure that its personnel only use the Confidential Information for the purposes of executing its rights or obligations;
- (iii) the Transporter will not and will ensure that its personnel do not at any time either use any Confidential Information of LINEBOOKER or directly or indirectly disclose any Confidential Information of LINEBOOKER to

any third party other than as allowed in terms hereof;

- (iv) the Transporter will initiate internal security procedures at least as strict as it uses for its own information of a similar nature to prevent unauthorised use and disclosure and will take all practical steps to impress upon those personnel who need to be given access to Confidential Information, the secret and confidential nature thereof;
- (v) all written instructions, drawings, notes, memoranda and records of whatever nature relating to the Confidential Information of LINEBOOKER which have or will come into the possession of the Transporter and its personnel, will be and will at all times remain the sole and absolute property of LINEBOOKER and shall promptly be handed over to LINEBOOKER upon request; and
- (vi) the Transporter shall promptly notify LINEBOOKER if it becomes aware of any breach of confidence in respect of the Confidential Information of LINEBOOKER by any person within it or by any person to whom it has divulged such Confidential Information and shall give LINEBOOKER all reasonable assistance in connection with any proceedings which it may institute as a result.

15.3 The afore going obligations shall not apply to any information which –

- (i) is lawfully in the public domain at the time of disclosure;
- (ii) subsequently and lawfully becomes part of the public domain by publication or otherwise;
- (iii) subsequently becomes available to the Transporter from a source other than LINEBOOKER, which source is lawfully entitled without any restriction on disclosure to disclose such information; or
- (iv) is disclosed pursuant to a requirement or request by an Authority or by operation of law.

16. Breach

16.1 Should:

- (i) the Transporter become unable for any reason whatsoever to provide any of the required Services strictly in accordance with these Trading Terms;
- (ii) the Transporter breach any material term of these Trading Terms;
- (iii) the Transporter breach any other term of these Trading Terms and fail to remedy that breach within 7 (seven) days after receipt of a written notice to that effect;
- (iv) any license, permit, certificate or exemption or other legal requirement required by the Transporter to perform the Services, expire or be withdrawn, terminated or refused for any reason whatsoever; or
- (v) the Transporter commit any act of bankruptcy, preference or insolvency or become financially distressed (as such term is defined in the Companies Act) or factually or commercially insolvent or take any steps whatsoever to be placed under business rescue,

then, and in any such event LINEBOOKER shall, without prejudice to any other rights of any nature whatsoever which it has in terms of these Trading Terms or in law including any right to specific performance or to claim damages, be entitled immediately and within its sole discretion to terminate the use of the Transporter's services.

16.2 For the avoidance of doubt, any termination pursuant to the preceding provisions of this clause shall be without prejudice to any claim which LINEBOOKER may have in respect of any breach of the terms and conditions of these Trading Terms by the Transporter.

16.3 Notwithstanding anything to the contrary provided for herein, Linebooker shall, in its sole and absolute discretion be entitled to remove the Transporter from the Linebooker platform. The Transporter shall be provided with written notice of its removal and the Transporter shall have no claim against Linebooker in this regard.

17. Force Majeure

17.1 If any force majeure circumstance causes a delay in or failure of performance by a Party of all or any of its obligations hereunder, then that Party will immediately and in any event within 12 (twelve) hours of the occurrence of the event(s) giving rise to the *force majeure* circumstances, provide the other Party with written notice of the circumstances and

its estimation of the duration of those circumstances.

17.2 If the circumstances prevent the Transporter from rendering the Services, then LINEBOOKER will, at the cost of the Transporter, have the right in its sole discretion to render the Services itself or to appoint a substitute transporter to provide those Services for so long as the force majeure circumstances continue to exist.

17.3 For the purposes hereof *force majeure* includes, but is not limited to, acts or omissions of riots, insurrection, sabotage, acts of war or public enemy, flood, storm, fire or similar circumstances which are beyond the reasonable control of the Party claiming *force majeure*.

18. General

18.1 These Trading Terms shall be applicable to every instance in which the Transporter renders Services to LINEBOOKER and/or any Customer.

18.2 No variation, amendment or alteration of these Trading Conditions shall be of any force or effect, unless it is recorded in writing and signed by a duly authorized representative of the Transporter and LINEBOOKER.

18.3 No extension of time or indulgence granted by LINEBOOKER to the Transporter shall be deemed in any way to affect, prejudice or derogate from the rights of LINEBOOKER in terms hereof, nor shall it in any way be regarded as a waiver by LINEBOOKER of its rights in terms hereof.

18.4 The Transporter shall ensure, and will be fully responsible, for compliance with the provisions of all applicable laws, including any regulations and directives applicable to the collection and/or delivery of the Goods at all of the Customer's sites.

19. Agreement of Acknowledgement

19.1 The Transporter hereby acknowledges that it has read and fully understands and accepts the contents of these Trading Terms. Furthermore, the Transporter acknowledges that these Trading Terms are fair and reasonable.

19.2 These Trading Terms read together with specific order specifications and/or the applicable service level agreement, if any, represents the entire agreement between LINEBOOKER and the Transporter, and no alterations or additions to these Trading Terms may be effected unless agreed to by both Parties, reduced to writing and signed by both LINEBOOKER and the Transporter. Furthermore, LINEBOOKER shall not be bound by any terms contained in the standard terms and conditions of the Transporter.

For and / or on Behalf of the Transporter

Name: _____ Signature: _____

Date: _____ Designation: _____

Trading Name:
Company Registration Number:
VAT Number:
Physical Address:
Telephone Number:

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