

Standard Terms and Conditions of Coleman Transport (Pty) Ltd Carriage of Goods by Road

Whereas the Carrier has been appointed to transport the Goods on behalf of the Customer on the following terms and conditions:

1. Definitions

In these conditions, the following words shall bear the meanings assigned to them below:

- 1.1. "*the Carrier*" means Coleman Transport (Pty) Ltd and includes the Carrier's servants and agents and any person or persons carrying any Goods forming the subject matter of this contract under and in terms of a subcontract with the Carrier.
- 1.2. "*the Customer*" means the party reflected on the dispatch document as the sender of the Goods, whether acting on his own behalf or in his capacity as agent or in any other capacity for a third party.
- 1.3. "*the Goods*" means the Goods forming the subject matter of this agreement, whether contained in one or more parcels or packages and whether consigned singly or in parcels or in bulk.
- 1.4. "*Dangerous Goods*" includes those Goods classified as such by Spoornet/Trans Namib Ltd, the Marine Division of the Department of Transport, or as defined in terms of the Road Traffic and Transport Act 22 of 1999, as amended, or Goods which are considered by the Carrier to be dangerous.
- 1.5. "*the handling of the Goods*" includes the Goods being handled, warehoused, held, controlled, loaded, or unloaded, carried or otherwise possessed by the Carrier for any purpose whatsoever.

2. No variation of conditions

The handling of the Goods shall be subject to the conditions stated herein unless specifically varied by the Carrier in writing, and these conditions shall at all times take precedence over any terms, conditions or stipulations contained in any of the Customer's documentation. Should the Customer in any way purport to attach any conditions which vary, amend or are in conflict with the conditions set forth herein, then, notwithstanding anything to the contrary stipulated by the Customer, the conditions set forth herein shall prevail and be of full force and effect unless specifically varied in writing with specific reference to the Customer's contrary documentation.

3. Remuneration

- 3.1. In the absence of any written agreement to the contrary, the remuneration payable to the Carrier by the Customer will be in accordance with the standard tariffs of the Carrier.
- 3.2. The Carrier's standard tariffs are subject to review by the Carrier without prior notice to the Customer.
- 3.3. The Customer shall be liable for any duty, tax, impost, fine or outlay of whatsoever nature levied by the authorities at any port or place in connection with the Goods and shall reimburse the Carrier for any such amount disbursed or losses sustained by the Carrier in connection therewith.
- 3.4. In the event of the Carrier being obliged to take out or obtain any licenses or permits, or to comply with the requirements of any lawful authority, the Carrier shall be entitled to make an additional charge to cover any expenses resulting there from not already included in the Carrier's standard tariffs.
- 3.5. In the event of the Carrier being obliged to deviate from the route selected by it, or to carry the Goods over another route, for any reason whatsoever, including but not limited to adverse weather conditions, impassable or dangerous roads, bridges, pontoons and ferries, or the instructions of any competent authority the Carrier shall be entitled to charge an additional remuneration in proportion to the resulting extra distance travelled.
- 3.6. In line with the provisos of these terms and conditions, the Customer appoints the Carrier as its agent to conduct custom clearances and entry documentation along with certifying that the Carrier is a consignee, solely for the purposes of designation as a customs broker so as to allow the Carrier to perform customs clearance and entry.

4. Payment of remuneration

- 4.1. In the absence of any special provisions to the contrary, payment shall be affected by the Customer in cash or by electronic fund transfer and not by cheque, in advance (or against tender of delivery of the Goods or within 30 days after the date of the Carrier's invoice).
- 4.2. The Carrier shall in its absolute discretion be entitled to appropriate all payments made by the Customer towards the payment of any debt or obligation of whatsoever nature owing by the Customer to the Carrier, irrespective of when such debt or obligation arose.
- 4.3. Interest will accrue on all payments not made on due date at the maximum rate allowed by law from the due date for payment to the date on which payment is affected.
- 4.4. Levies will accrue on all payments not made within 30 days from date of invoice from carrier.
- 4.5. The Customer may not raise any claim, dispute or counterclaim as a reason for deferring payment and the Customer may not withhold any payment or set off any claim or counterclaim which it may wish to raise against the amount invoiced by the Carrier.

5. Carrier's lien

- 5.1. As security for all moneys (whether past or present) owing for the handling of Goods, whether forming the subject matter of this agreement or otherwise, the Carrier shall have a lien over all Goods, documents, bills of lading, import permits as well as all repayments, refunds, claims or recoveries in its possession or under its control.
- 5.2. In addition, the Carrier shall be entitled to hold all Goods as security for any other moneys which may be owing to it by the Customer from any cause whatsoever.
- 5.3. Notwithstanding that credit may have originally been granted by the Carrier to the Customer, the Carrier may at any time in its sole discretion retain possession of any Goods pending the discharge of all the Customer's indebtedness to the Carrier, whether or not such indebtedness is related to the handling of the Goods in question.
- 5.4. In the event of the Carrier retaining possession of the Goods in terms of clause 5.1 and/or clause 5.2 and/or clause 5.3, the Carrier shall be entitled to store or warehouse the Goods at such place as it deems fit, at the Customer's expense.
- 5.5. If any moneys owing to the Carrier are not paid by the Customer within 30 days after they have become due, the Carrier shall be entitled without further notice:
 - 5.5.1. to open and examine the Goods.
 - 5.5.2. to sell the whole or any part of the Goods in such a manner and on such terms and conditions as it deems fit.
 - 5.5.3. to apply the proceeds of any sale after deducting all expenses thereof in payment or reduction of any amount due by the Customer to the Carrier (including the storage charges envisaged in clause 5.4), provided that any surplus shall be paid over to the Customer without interest immediately after the sale, if the Customer's address is known, and if not, upon demand made by the Customer within 90 days of the sale.
- 5.6. The Carrier shall not be liable for any loss, damage, or deterioration of such Goods attributable to the implementation of this clause.
- 5.7. The Carrier's rights under this clause are not exhaustive and are in addition to any other rights which it may have in law, against the Customer.

6. Customer's warranties

The Customer is bound by and warrants in favour of the Carrier:

- 6.1. the accuracy of all descriptions, values and other particulars furnished to the Carrier for customs, railage and other purposes. The Customer indemnifies the Carrier against all expenses, claims or fines arising from any inaccuracy or omission of descriptions, values or other particulars (even if the inaccuracy or omission of descriptions, values or other particulars occurs without negligence).
- 6.2. that the carriage of the Goods will not violate or infringe any Act, regulation or law and the Customer hereby indemnifies and holds the Carrier harmless against any claims and/or damages which the Carrier may suffer by virtue of the Customer's breach of this warranty.

6.3. that the Goods are the Customer's sole property, alternatively, the Customer is authorised by the person owning the Goods to enter this contract subject to these terms and conditions, and the Customer hereby indemnifies the Carrier against any claim of any nature made by the owner.

7. Condition of Goods

- 7.1. The onus of proving the quantity, type, physical properties and composition and the condition of the Goods and/or the condition of any container at the time of receipt thereof by the Carrier shall at all times remain with the Customer, and no delivery note, receipt or other document furnished or signed at such time by or on behalf of the Carrier shall constitute conclusive proof thereof.
- 7.2. The Carrier reserves the right, without any obligation however to do so, to inspect the Goods to be transported by it and shall be allowed to open any package and/or container and furthermore the Carrier reserves the right to correct any under-declaration of weight and to re-invoice the Customer accordingly.

8. Dangerous Goods

- 8.1. Unless otherwise agreed in writing, the Customer warrants that all Goods handled are fit to be so handled in the ordinary way and are not dangerous.
- 8.2. Unless otherwise agreed in writing, the Carrier will not handle any dangerous, corrosive, noxious, hazardous, inflammable, or explosive Goods or any Goods which in its opinion are likely to cause damage.
- 8.3. The Customer shall be liable for all losses or damage caused to the Carrier and/or third parties by all Goods handled and hereby indemnifies the Carrier against any claims arising in connection therewith.
- 8.4. Should the Carrier agree to handle any dangerous Goods for any purpose:
 - 8.4.1. the Customer shall furnish with the Goods a written declaration detailing the trade name, chemical composition, and characteristics of the Goods; and
 - 8.4.2. such declaration shall define the precise respects or circumstances in which the Goods are dangerous; and
 - 8.4.3. the Customer shall ensure that the Goods bear the warning labels and declarations required in terms of the laws and regulations applicable to the transportation of dangerous Goods.
- 8.5. If, in the opinion of the Carrier any Goods (whether they have been declared as dangerous or not) become a danger to any person or property, the Carrier shall be entitled immediately and without notice to the Customer to dispose of the Goods in question or take such other steps as it in its sole discretion deems prudent to avert danger. In such event the Carrier shall:
 - 8.5.1. not be liable under any circumstances for the value of the Goods or for any other loss or damage whether direct or consequential sustained by the Customer or owner as a result of such disposal or other steps; and
 - 8.5.2. still be entitled to recover from the Customer its remuneration for the handling of the Goods together with any costs incurred by it in disposing of them or taking other steps.
- 8.6. Unless written instructions are given to the Carrier, it shall be under no obligation to make any declaration or to seek any special protection or cover from Spoornet in respect of any Goods falling within the definition by that body:
 - 8.6.1. of dangerous or hazardous Goods; or
 - 8.6.2. of Goods liable to be stored in the open.

9. Perishable Goods

Perishable Goods which are not taken up immediately upon arrival at their destination or which are insufficiently marked or otherwise not identifiable may be disposed of without notice to the Customer, and the payment or tender to the Customer of the net proceeds of any disposition (after deduction of all charges incurred by the Carrier) shall be equivalent to delivery.

10. Loading and off-loading

- 10.1. The Customer shall ensure that:
 - 10.1.1. The Goods shall be ready for loading on the date specified.
 - 10.1.2. All documentation necessary in connection with the Goods and the transportation thereof shall be fully and correctly prepared.

- 10.1.3 At all places where the Carrier is to collect and off-load the Goods there will be safe, suitable and adequate access and loading and off-loading facilities, and that it is possible for the Carrier to do so by means of ordinary staircases and/or doorways, without need for any special or additional tackle, plant, power, labour or equipment.
- 10.1.4 the Goods will be sufficiently packed and prepared for carriage.
- 10.1.5 the Customer shall sign such certificates and receipts on loading and off-loading as the Carrier may require.
- 10.2 The Carrier shall not be under any obligation to provide any plant, power or labour which in addition to its vehicle's crew is required for the loading or off-loading of any Goods. Any assistance given by the Carrier in such loading or off-loading shall be at the sole risk of the Customer.
- 10.3 Any Customer (or owner) conducting any packing or other operation or activity in any area or premises provided by the Carrier shall do so at its own risk, and the Customer indemnifies the Carrier against all claims or losses arising out of the presence of the Customer in such area or premises.

11 Route

When carrying Goods, the Carrier shall in its sole discretion decide what route to follow.

12 Carrier's liability for damage or loss

The Goods shall be carried at the sole risk of the Customer (or owner). The Customer hereby exempts the Carrier from and indemnifies the Carrier against all liability of whatsoever nature, arising directly or indirectly from the handling of the Goods. This exemption and indemnity includes, but is not restricted to, any liability for direct and/or consequential loss or damages arising from loss of the Goods, damage to the Goods, the failure to collect or deliver the Goods timeously, adequately or at all, or from or to the correct address, or from any other cause arising, whether any such liability, loss or damage is caused by or arises from breach of contract, negligence or gross negligence, on the part of the Carrier, its servants, agents or employees, or otherwise.

13 Demurrage

The Carrier shall not be liable for demurrage or storage charges of any nature whatsoever and howsoever arising. Where any such demurrage and/or storage charges are paid by the Carrier, such charges shall be refunded to the Carrier by the Customer on demand. The Customer hereby appoints the Carrier irrevocably and *in rem suam* as its agent and in its name, place and stead, to contract for the storage of the Goods upon such terms and conditions as the Carrier may, in its sole discretion elect, and without any liability whatsoever attaching to the Carrier to attend to such storage.

14 Subcontracting

The Carrier reserves the right to employ subcontractors or agents to act for it. Where the Carrier employs independent third parties to perform all or any of the functions required of the Carrier, the Carrier shall have no responsibility or liability to the Customer for any acts or omissions of such third parties, even although the Carrier may be responsible for the payment of their charges. However, if the Carrier is suitably indemnified against all costs (including attorney and own client costs) the Carrier shall take such action against the third party concerned on the Customer's behalf as the Customer may direct.

15 Insurance

- 15.1 The Customer agrees, upon a request by Carrier, to promptly assist the Carrier and to provide all relevant information to enable the Carrier to lodge an insurance claim with the Carrier's insurers, failing which the Carrier shall be under no obligation to prosecute any insurance claim for the Customer.
- 15.2 In any event, the Carrier's obligation to the Customer is limited to lodging an insurance claim on request of the Customer and following up with its insurers from time to time.
- 15.3 The Customer shall not do anything that would invalidate or in any manner adversely affect the insurers.
- 15.4 Consignment insurance does not cover indirect loss or damage, or loss or damage caused by delays.
- 15.5 It is the sole responsibility of the shipper to ascertain that the shipment is ensured against any and all forms of risk before handing over the consignment to the Carrier for shipment/delivery and failure by the Customer to ascertain their consignment's insurance status does not in any way whatsoever make the Carrier liable for any claims arising

from the consequent occurrence of such risks and the Customer shall remain liable for all payment of all tariffs due to the Carrier.

- 15.6 The consignment is transported at the Customers risk and the Carrier shall not be liable for loss or damage to such goods or for any consequential loss resulting from loss of or damage to or delay in making delivery of any goods.
- 15.6.2 In the event of the goods not being insured and the Carrier being notified in writing at the time or expected time of delivery of damage to or loss of the consignment, the liability of the Carrier per consignment if the Carrier may in law held liable for such loss or damage shall be.
- 15.6.3 If the value of the consignment has not been declared by the Customer, the maximum liability of the Carrier shall be limited to N\$ 50 (Inclusive of VAT).
- 15.6.4 If the value of the consignment has been declared, limited to the lesser of the value declared by the Customer on the waybill or the amount of the actual loss suffered, up to a maximum of N\$ 50 (Inclusive of VAT) per consignment, subject thereto that such liability shall not exceed the manufactured costs of the goods.
- 15.7 In the event of the consigner declaring the value of goods requesting insurance, and having paid the full premium due, the shipment of such consignment will be underwritten by means of an insurance policy and the Carrier and the Customer shall be bound by terms and conditions of such insurance policy. Only the Customer shall be obliged to have recourse against the insurer in the event of the insurer repudiating such policy.

16 Quotations

- 16.1 Quotations are given having regard to the Carrier's standard tariffs in force at the date upon which the quotation is given. Quotations exclude any duties, taxes, imposts, fines or outlays of whatsoever nature levied by the authorities at any port or place in connection with the Goods and the Customer shall reimburse the Carrier for any such amount disbursed or losses sustained by the Carrier in connection therewith. It is expressly agreed between the parties that the quotation is for a set route, as depicted in the quotation, for the carrying of the Goods and any deviations thereof will result in Carrier being entitled, at its sole discretion to amend the quotation accordingly.
- 16.2 The Carrier shall not be bound by any quotation which has not been accepted by the Customer within 14 days.
- 16.3 All quotations are subject to amendment until such time as loading shall have commenced.
- 16.4 In the event of the Carrier being obliged to take out or obtain any licenses or permits, or to comply with the requirements of any lawful authority, the carrier will be entitled to make an additional charge to cover any expenses resulting there from not already included in the quotation.
- 16.5 The carrier will furthermore be entitled to increase the agreed remuneration fixed by the quotation in the event of the Customer increasing the quantity of the Goods to be carried in proportion to such increase and/or the Customer requiring the carrier to load other Goods at other loading points or delivery of the Goods to other delivery points, other than those contained in the quotation.
- 16.6 In the event of the carrier being obliged to deviate from the route selected by him, or to carry the Goods over another route, for any reason whatsoever including but not limited to adverse weather conditions, impassable or dangerous roads, bridges, pontoons and ferries, or the instructions of any competent authority, the carrier will be entitled to increase the agreed remuneration fixed by the quotation in proportion to the resulting extra distance travelled.

17 Permits and consents

If any permit, consent, or approval to handle Goods is required under any law, by-law or regulation, none of the Carrier's obligations or duties shall take effect unless and until it obtains the relevant permit, consent or approval. The Customer shall provide all assistance and information required by the Carrier for the purpose of applying for or obtaining any such permit, consent, or approval.

18 Delay – Police instruction

The Carrier shall not be liable for any delay occasioned by compliance with any instructions issued by the police or any other competent authority, but any extra costs incurred by the Carrier as a result of compliance with any such instructions shall be added to its charges, which are payable by the Customer.

19 Sole agreement

This agreement constitutes the sole record of the agreement between the parties. The Carrier shall not be bound by any express or implied term, representation, warranty, promise or the like not recorded herein.

20 Variation

No addition to, variation of or agreed cancellation of this agreement shall be of any force or effect unless recorded in writing and accepted by the Carrier in writing.

21 Indulgence and waiver

No relaxation or indulgence which the Carrier may grant to the Customer shall constitute a waiver of the rights of the Carrier and shall not preclude the Carrier from exercising any of its rights which may have arisen in the past or which might arise in the future.

22 Applicable law

The proper law of this agreement is the law of the Republic of Namibia, and accordingly any dispute about this agreement, including any dispute about its validity, existence, interpretation, rectification, breach or termination or any dispute about any matter arising out of this agreement, its avoidance, interpretation, rectification, breach, or termination shall be determined according to the laws of the Republic of South Africa/Namibia.

23 Domicilium and Notices

- 23.1 The Customer chooses the address as set out in the dispatch (waybill) document, alternatively the address appearing in the Credit Application as its *domicilium citandi et executandi* ("domicilium") for all purposes under this agreement, whether for serving any court process or documents, giving any notice, or making any other communications of whatsoever nature and for any other purpose arising from this agreement.
- 23.2 Any notice or communication required or permitted to be given in terms of this Agreement will be valid and effective only if it is in writing, but, where, in terms of this Agreement, any communication is required to be in writing, the term "writing" will include communications by telefax.
- 23.3 Any Party may by written notice to the other Party, change its telefax number or the address chosen as its *domicilium citandi et executandi*, to another telefax number, e-mail address or address which is not constituted exclusively by a post office box address. The change will become effective on the 5th (fifth) day from the deemed receipt of the notice by the addressee.
- 23.4 Any notice to a Party sent by prepaid registered post (by air mail if appropriate) in a correctly addressed envelope to it at its *domicilium citandi et executandi* will be deemed to have been received on the 5th (fifth) day after posting (unless the contrary is proved).
- 23.5 Any notice to a Party delivered by hand to an authorised person of the other Party during ordinary business hours at its *domicilium citandi et executandi* will be deemed to have been received on the day of delivery (unless the contrary is proved).
- 23.6 Any notice to a Party sent by telefax or e-mail to its chosen *domicilium citandi et executandi*, will be deemed to have been received, unless the contrary is proved, immediately upon the issuance, by the transmitting telefax machine or transmitting computer, of a report confirming correct transmission of all the pages of the document containing the notice.
- 23.7 Notwithstanding anything to the contrary herein contained a written notice or communication actually received by a Party will be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen *domicilium citandi et executandi*.

24 Packaging

- 24.1 The Customer is responsible to package the Goods: -
 - 24.1.2 in such a manner as to prevent any damage thereto and.
 - 24.1.3 in accordance with instructions given by the Carrier, if any.

- 24.2 The Carrier may at any stage following receipt of the Goods refuse to provide the Services if the Carrier in its sole opinion regards the packaging or the non-packaging of the Goods or the Shipment to be unsuitable or insufficient.
- 24.3 In the event that the Carrier is required to package any Goods, which it is required to transport, so as to ensure that the Goods are not damaged and transported safely, alternatively so as to adhere to relevant by-laws and other legislation and laws, when transporting Goods of a certain nature, the Customer shall reimburse the Carrier for any costs incurred by the Carrier in the packaging the Goods.

25 Standing Time

Standing time will be charged by the Carrier at a rate of N\$ 500.00 (FIVE HUNDRED NAMIBIAN DOLLARS) exclusive of VAT, per hour for which the transportation vehicle awaits offloading and/or uploading and same will apply in the following instances:

- 25.1 Where the Carrier's transportation vehicle arrives at the site for uploading or offloading points of the Goods and same takes longer than 3 (three) hours from arrival of the transportation vehicle(s) the Customer will be liable for standing time rates. The standing time rates will also apply in instances where the Customer and/or its agents and/or any third party was the cause of the delay. The Customer will be liable for standing time, regardless of the reason for such delay, except under circumstances as envisaged in clause 26 hereof.

26 Vis Majeure

- 26.1 Neither of the Parties shall be liable for a failure to perform any of its obligations insofar as it proves:
- 26.1.2 that the failure was due to an impediment beyond its control.
- 26.1.3 that it could not reasonably be expected to have taken the impediment and its effects upon the Party's ability to perform into account at the time of the conclusion of this Agreement; and
- 26.1.4 that it could not reasonably have avoided or overcome the impediment or at least its effects.
- 26.2 An 'impediment', as aforesaid, may result from events such as, but not limited to, the following,
- 26.2.2 war, whether declare or not, civil war, civil violence, riots, and revolutions, or acts of sabotage.
- 26.2.3 natural disasters, such as violent storms, cyclones, earthquakes, tidal waves, floods, destruction by lightning.
- 26.2.4 explosions, fires, destruction of machines, factories, and any kind of installations.
- 26.2.5 boycotts, strikes and lockouts of all kinds, go-slows, occupation of factories and premises and work stoppages.
- 26.2.6 acts of authority, whether lawful or unlawful, apart from acts from which the party seeking relief has assumed the risk by virtue of any other provisions of this Agreement.
- 26.2.7 Non-performance or breaches of third-Party Contracts, provided that the Customer shall have taken reasonable steps to enforce timeous compliance with such contracts.
- 26.3 Relief from liability for non-performance by reason of the provisions of this Clause 9 shall commence on the date upon which the Party seeking relief gives Notice of the impediment relied upon and shall terminate upon the date upon which such impediment ceases to exist; provided that if such impediment continues for a period of more than 90 (NINETY) days either of the Parties shall be entitled to terminate this Agreement upon not less than 30 (THIRTY) days' notice to the other.

27 Indemnification

- 27.1 The Customer hereby indemnifies the Carrier and its associated companies and affiliates from and against any and all liabilities, losses, claims and demands, including legal fees and expenses of whatsoever nature or character by reason of any liability imposed or claimed to be imposed upon the Carrier by third parties in respect of:
- 27.1.2 damages arising from bodily injuries, sickness, disease infection or death.
- 27.1.3 damage to property.
- 27.1.4 any other losses or damages.

to the extent that such bodily injuries, property damage, losses or other damages arise out of or relate to the criminal conduct, willful misconduct or negligence of the Customer or its employees, agents or sub-contractors in the performance of its obligations in terms of this Agreement.

28 Invalid Provisions

If any provision of this agreement contravenes any provision of any law, regulation, ordinance or the like, that provision shall be deemed to be null and void or the scope of the provision shall be deemed to have been limited to exclude such contravention, provided that if any Party can establish in a court of law that it is adversely affected or prejudiced thereby or if any party unsuccessfully relies on that provision in any legal proceedings, arbitration or the like, that party shall be entitled to cancel this agreement.

29 Intervening changes in law

In the event that any change in any law, regulation, ordinance, or similar official decree renders any part of this agreement illegal or null and void, either party may terminate this agreement forthwith.

30 Languages

The Parties consent to using the English medium as a form of communication and in its dealings with one another. Moreover, the Parties further consent to the using of the metric system in order to determine any quantities, sizes etc... in so far as same is necessary to give force and effect to this agreement and so as to allow for the parties to fulfil their obligations in terms of this agreement.

31 Sensitive materials

Neither Party shall be required to supply or distribute any material or information in violation of any law, regulation, ordinance, or other official decree or, if such supply or distribution can only be made with the approval of a governmental authority, without approval of that authority.

32 Taxation

In the event that the Goods are transported cross border by the Carrier on behalf of the Customer, the Customer expressly undertakes to comply with all taxation, customs, and excise laws, which are then and there in force and effect in the country from which and to which the Goods are respectively exported and imported. In the event that any delay is caused and results in standing time of the Carrier's vehicle, the provisions of clause 25 shall apply *mutatis mutandis*. The Customer further indemnifies and holds harmless the Carrier and any of its affiliates, agents and/or employees from any criminal and/or civil actions which may be instituted against the latter and the Customer accepts sole responsibility for any such criminal and/or civil liability, whether same is resultant of the Customers omission, negligence and/or intentional. In the event that the Carrier pays any penalties as a result of the acts, omissions and/or negligence of the Customer to adhere to the importation and exportation laws during cross border transportation, the Customer shall without delay and/or upon first demand reimburse the Carrier for any such penalties imposed and any other consequential costs resulting there from directly.

DATED and SIGNED at _____ on this ____ day of _____ 2021

(Witness) The Customer, duly authorised thereto.

**Please note that you and the witness are required to initial every page and sign in full on the last page.*

Revised 2021/01/01