



FELIX FREIGHT

Solutions (Pty) Ltd

OFFICE 1010 AGENT BUILDING
OR TAMBO INTERNATIONAL AIRPORT
JOHANNESBURG

Tel : (+27) 12 753 2838
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Email: sales@felixfreight.co.za

APPLICATION FOR CREDIT AND CONTRACT INFORMATION SCHEDULE

A. CONFIDENTIAL

FULL NAME OF "THE APPLICANT"																									
TRADE NAME/STYLE OF THE APPLICANT																									
PO BOX					TOWN															CODE					
TEL															FAX										
PHYSICAL ADDRESS																									
SUBURB								TOWN																	
REGISTERED OFFICE OF Co/cc																									
												Co/cc Number													
SOLE OWNER				PARTNERSHIP								(PTY) LTD				CC				PRIVATE INDIVIDUAL					
YEAR COMMENCED BUSINESS												VAT Reg No.:													
NAME AND ADDRESS OF AUDITORS																									
BANKERS																									
NAME OF ACCOUNT																									
BRANCH																									
ACCOUNT NO.												DATE A/C OPENED													

Members/Directors/Partners full names and physical address

1 Managing													Identity Number												
2 Financial													Identity Number												
3 Other													Identity Number												
Please state if applicant or any Directors/Members/Partners have been declared insolvent or have effected a scheme of compromise with any Creditor																									
												YES		NO											
If yes, give details of Trustees/Liquidator: _____																									

Name of Parent Company _____

Services Required:	Export	<input type="checkbox"/>	Exporters Code	<input type="text"/>	<input type="text"/>
	Global Import	<input type="checkbox"/>	Importers Code	<input type="text"/>	
Total Required:				<input type="text"/>	

Import(7 day account) account must be settled within 7 days of date of statement, all other accounts strictly 30 days from date of statement;

(FOR ASSESSMENT PURPOSES ONLY AND DOES NOT FORM PART OF THIS CONTRACT)

ANY ADDITIONAL INFORMATION WHICH MAY BE OF ASSISTANCE _____

Initial 1

Details of person responsible for paying this account

Mr/Mrs/Miss
Designation
Email

Name of Financial Manager

Name of Accountant

Procurement/Logistic Contacts

Head of Division

Mr/Mrs/Miss
Designation
Email

After Hours Operations Contacts

Mr/Mrs/Miss
Designation
Email

Do you have branches in other centres? If yes, please indicate which centres _____

TRADE REFERENCES

Name of supplier/Address	Average monthly purchases	Terms	Account No.	Telephone

FREIGHT COMPANY USED BEFORE FELIX FREIGHT

Name	Nature of Business/Trade
City	Tel:

Annual Turnover:	<R3 000 000.00		Gross Asset value R
(Please Tick)	>R3 000 000.00		(NB: For purpose of the Consumer Credit Act)

FOR OFFICIAL USE ONLY

	Account No.	Terms/Days	Credit Limit																
Exports/ Imports	<table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>								<table border="1"><tr><td></td><td></td></tr></table>			<table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>							

Approved: _____

Date: _____

Name & Title:

APPROVED CONDITIONS _____

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Terms and Conditions

The relationship between FELIX Freight and the Customer shall be governed by these terms and conditions.

- 1 1.1 Unless the context indicates a contrary intention, the following words and expressions bear the following meanings in this agreement;

- 1.1.1 "Consignee" means the person to whom a consignment is to be delivered by FELIX Freight.
- 1.1.2 "Consignment" means a parcel or batch of parcels to be collected, transported and delivered by FELIX Freight on a single occasion on the Customer's instructions and in respect of which a single waybill is completed.
- 1.1.3 "The Customer" means the customer whose particulars appear in the schedule.
- 1.1.4 "Dangerous goods" are that are commonly regarded as dangerous or hazardous goods in the logistic transport.
- 1.1.5 "Handle" means the collection, transport, storage and delivery of parcels and/per consignments and includes any dealing with the parcel by FELIX Freight in the course of providing any service in respect thereof;
- 1.1.6 "Illegal substances" means any substance, matter, article, good or thing, the possession of which is unlawful or illegal or require a special license permit or authorization.
- 1.1.7 "Parcel" means a package of goods or documents to be collected, transported and delivered by FELIX Freight on the customer's instructions;
- 1.1.8 "Schedule" means the schedule of information to which this agreement is attached;
- 1.1.9 "Sender" means the person from whom a consignment parcel is to be collected by FELIX Freight;
- 1.1.1.0 "Service" means the collection, transportation and delivery of consignments by FELIX Freight on the Customer's instructions;
- 1.1.1.1 "FELIX Freight" means FELIX Freight, and includes its employees, agents and subcontractors, where appropriate in the context;
- 1.1.1.2 "Tariff Schedule" means FELIX Freight's schedule of tariff fees, surcharges and other charges in respect of its various service offerings that is in force from time to time. The current tariff schedule is attached to this agreement and FELIX Freight will furnish the Customer with new tariff schedules from time to time, 30 days before it's implemented;
- 1.1.1.3 "Waybill" means FELIX Freight's waybill that accompanies consignments that are collected, transported and delivered by or on behalf of FELIX Freight for the Customer, and printed by the Customer from FELIX Freight's website based service ordering system (or other computer interface) or comprises a pre printed form that is completed by the customer or FELIX Freight's employees or agents using information provided by the Customer.

- 1.2 In this agreement:

- 1.2.1 An expression which denotes;
- 1.2.1.1 any gender includes the other genders;
- 1.2.1.2 a natural person includes a juristic person and vice versa; and
- 1.2.1.3 the singular includes the plural and vice versa.

- 1.3 Any reference to:

- 1.3.1 "Days" means calendar days, unless qualified by the word "business", in which instance a "business day" shall be any day (Other than Saturday, Sunday or public holiday in the Republic of South Africa);
- 1.3.2 "Business hours" means the the hours between 08h00 and 17h00 on any business day

2 COMMENCEMENT

- 2.1 This agreement will commence when FELIX Freight has approved the credit facilities that the Customer has applied for and signed the schedule. Before FELIX Freight signs this agreement, it will constitute an application for credit that FELIX Freight may accept or reject at its discretion and without giving reasons.
- 2.2 Any services that FELIX Freight renders to the Customer before FELIX Freight has signed the schedule, will be on a COD or prepaid basis and will be governed by the COD and prepaid terms and conditions.
- 2.3 FELIX Freight may, without reason, withdraw the credit facilities and cancel this agreement by giving the Customer 30 days' written notice and cancellation.

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- 3.1 FELIX Freight grants the customer 30 day credit that it grants to, as indicated in the schedule.
- 3.2 FELIX Freight will, in its sole discretion, determine the initial credit limit that it grants to the Customer.
- 3.3 The initial credit limit may not be increased unless the Customer asks for an increase in writing. The request may be granted or declined by FELIX Freight in its discretion.
- 3.4 FELIX Freight may reduce the credit limit at any time by giving the Customer 30 days' notice.

4 INVOICING AND PAYMENT

- 4.1 FELIX Freight will invoice the Customer for services rendered to it in accordance with the rates and charges set out in the tariff schedule or, if applicable, in accordance with the quotation (if any) issued by FELIX Freight and accepted by the Customer in respect of any particular service, then the rates and charges applicable to that service in the tariff schedule will apply.
- 4.2 Quotations for services will only be valid and binding on FELIX Freight if they are in writing. If there is no written quotation, the appropriate tariff will apply to any services rendered by FELIX Freight to the Customer.
- 4.3 If the mass and/or dimensions of a parcel/consignment are found by FELIX Freight to differ from the mass and/or dimensions disclosed to FELIX Freight by the customer, then FELIX Freight shall charge the customer for the services in respect of that parcel/consignment in accordance with the actual mass and dimensions with the actual mass and dimensions, and any quotation for such charges issued by FELIX Freight shall be adjusted in accordance with the correct mass and dimensions. As FELIX Freight has sophisticated measuring equipment, if the Customer disputes FELIX Freight's determination of the mass and/or dimensions of a parcel/consignment, the Customer shall bear the onus of proving that FELIX Freight's measurements are incorrect.
- 4.4 If FELIX Freight incurs any charges on behalf of the Customer (such as any taxes, duties, surcharges, etc) that must be paid in respect of the goods in the consignment, the customer authorizes FELIX Freight to pay the charges. FELIX Freight will include these charges in the Customer's invoice, unless the consignee pays them.
- 4.5 At the end of FELIX Freight trading month, FELIX Freight will issue the customer with a statement reflecting all invoices issued by FELIX Freight to the customer and payments made by the customer during that month.
- 4.6 If the customer wishes to dispute FELIX Freight's statement, it must do so within 15 days after the statement has been issued in respect of a 30 day account.
After that, the statement and invoices referred to in it will be deemed to be correct and the customer will bear the onus of proving the contrary if it subsequently disputes the statement.
- 4.7 The customer must pay FELIX Freight the amount shown to be owing on the statement within 7 or 30 days (depending upon whether FELIX Freight has granted customer a 30 day credit facility) after the date on which the statement was issued. If the due date for payment falls on a non-business day, the Customer must make payment on the business day immediately preceding the payment due date
- 4.8 All payments due by the customer to FELIX Freight must be paid in South African Rands by electronic funds transfer, debit order or direct deposit into FELIX Freight banking account.
- 4.9 All payments made by the customer to FELIX Freight shall be free of any taxes, charges, levies, penalties, deductions set-off.

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5 INSTRUCTIONS

- 5.1 The customer shall issue the instructions to FELIX Freight to collect, transport and deliver consignments:
- 5.1.1 by telephone
 - 5.1.2 by email
- 5.2 The customer shall not provide details of its account number to any unauthorized person. The unauthorized use of the Customer's account shall be at the customer's risk. The customer agrees that it shall not be entitled to refuse to pay any invoices for services rendered by FELIX Freight on the grounds that the person who ordered the services on behalf of the customer did not have the authority to do so.
- 5.3 The customer warrants that all information given to FELIX Freight by it, the Consignee or sender of a consignment relating to the services is correct.
- 5.4 The Customer
- 5.4.1 must check waybill (whether generated electronically, completed by the customer or completed by FELIX Freight's employees) to ensure that all information on the waybills is correct
 - 5.4.2 must immediately notify FELIX Freight if any of this information is not correct and;
 - 5.4.3 warrants to FELIX Freight that all information on the waybill is correct, unless the customer has notified FELIX Freight in writing that any information is incorrect.
- 5.5 If a consignment has been sent to the Customer by a sender with an instruction from FELIX Freight to bill the customer as receipt, the customer accepts the liability to pay FELIX Freight charges by accepting delivery of the consignment. If the customer refuses to accept the charges, it must refuse to accept delivery of the consignment, in which event it will be returned to the sender.

6 COLLECTION, TRANSPORTATION AND DELIVERY

- 6.1 The customer must ensure that consignments are ready for collection at the arrange point of collection and that the waybill and all other documents that must accompany the consignment have been fully and accurately completed.
- 6.2 The customer bears the responsibility for ensuring that parcels are properly and appropriately packaged, sealed before delivery to or collection by FELIX Freight and that the packaging provides adequate protection from any damage that may occur during normal handling and transportation.
- 6.3 If the contents of any parcel are fragile or if for any reason, special care is required to be taken when handling the parcel, the customer must indicate this fact on the packaging. If this is not clearly indicated, FELIX Freight will not under any circumstances be held responsible for any nature whatsoever suffered as a result of late delivery.
- 6.4 FELIX Freight shall have the sole discretion to determine the route and method of transport of consignments and shall be entitled to use subcontractors and/or agents for the collection, transportation and/or delivery of consignments.
- 6.5 FELIX Freight shall use its best endeavours to deliver consignments within the time requested by the customer determined by FELIX Freight's particular service selected by the customer. However, the customer shall have no claim against FELIX Freight compensation or for damages of any nature whatsoever suffered as a result of late delivery.

7 CONTENTS OF PARCELS AND CONSIGNMENTS

- 7.1 Unless specifically agreed to in respect of a particular parcel or consignment, FELIX Freight will not provide any service in respect of illegal substances, bank and treasury bonds, furs, jewellery, live animals, money patterns, plans, designs or manuscripts, precious stones, etc.
- 7.2 The customer warrants in respect of each parcel and/or consignment in respect of which it request FELIX Freight to provide:
- 7.2.1 the parcel and/or consignment will not contain any goods of the nature referred to in 7.1
 - 7.2.2 the aggregate value of the contents of the parcels that comprise the consignment is less than R5000 000.00
 - 7.2.3 the parcel has been properly and sufficiently packed, with adequate precautions having been taken to prevent damage to the contents in the course of normal handling and prepared for carriage.
 - 7.2.4 the customer is the owner of the goods in the consignment or is authorized by the owner of the goods to instruct FELIX Freight to handle the consignment and to render services in respect of the consignment and that, consequently FELIX Freight's possession and handling of the consignment will be lawful;

- 7.2.5 FELIX Freight's handling of the parcel and/or consignment and performing the services in respect thereof will not contravene any law or regulation relating to the importation, transportation, storage and/or distribution of any goods or class of goods.
- 7.2.6 the mass and dimensions of the parcels disclosed to FELIX Freight are correct and:
- 7.2.7 the description, value and all other information provided by the customer to FELIX Freight in respect of the goods in any parcel and/or consignment is accurate and correct and FELIX Freight and/or its subcontractors and/or agents may rely on this information when handling the parcel or consignment and/or making representations and/or declarations to any authority in respect thereof.
- 7.3 FELIX Freight may (but shall not be obliged to) in respect the contents of any parcel and to open, unpack and repack parcels for this purpose. Such inspection will not release the customer from any obligation or warranty under this paragraph.
- 7.4 The warranties, undertakings and consents given by the customer in relation to parcels and/or consignment are given whether the customer is the sender or consignee in respect of the parcel/consignment concerned. For the avoidance of doubt, if the customer is not the sender, the customer bears the risk of the sender doing anything in breach of these warranties.
- 7.5 The customer indemnifies FELIX Freight against any loss or claims that it may suffer due to any breach of any of the above warranties or undertakings, including (but not limited to) any fines, penalties or claims arising from inaccuracy or omission of descriptions and particulars relating to the goods.

8 LIEN

- 8.1 FELIX Freight has a lien over any consignment (and the contents of the parcels comprising the consignment that is in its possession, as security for any claim that FELIX Freight has against the customer, whether such claim is in respect of the consignment(s) in FELIX Freight's possession (and over which FELIX Freight is exercising its lien) or not
- 8.2 If the customer does not dispute FELIX Freight's claim within 30 days after receiving written notice that FELIX Freight is exercising its lien and intends selling the goods in its possession to reduce the Customer's indebtedness to it, then FELIX Freight may sell such goods by public auction or by private treaty.
- 8.3 If FELIX Freight sells any goods in terms of 8.2 it shall, as soon as reasonably practicable after the sale, furnish the customer with an account for the proceeds of the sale of the goods. If the proceeds of the sale exceed the amount that the customer owes FELIX Freight the account must be accompanied by payment of the surplus.
- 8.4 If FELIX Freight exercises its right to sell the goods, the customer shall have no claim against FELIX Freight in respect of the sale of the goods, unless (and then only to the extent that) the goods are sold for less than their fair market value.

9 RISK AND INSURANCE

- 9.1 All parcels and consignments are handled at the customer's sole risk.
- 9.2 Notwithstanding the provisions of 9.1, in the event of the loss of or damage to a consignment, FELIX Freight will compensate the Customer by paying the LESSER of R1 000.00 or the actual loss incurred by the customer. The payment of this compensation is conditional upon:
- 9.2.1 the damage to or loss of the item(s) concerned being endorsed by the recipient on the delivery receipt; and
- 9.2.2 the Customer providing FELIX Freight with documentary proof (e.g. an invoice/quotation) of the value of the missing or damaged item(s).
- 9.3 For the avoidance of doubt, if a consignment is lost, damaged or destroyed, FELIX Freight's liability to the Customer in respect of the loss or destruction will be limited to the cost of repairing or the value of all the goods in the consignment or R1 000.00, whichever is LESSER.
- 9.4 If the customer requires FELIX Freight to arrange insurance cover for any consignment (subject to maximum available cover of R5000 000.00);
- 9.4.1 It must request the insurance before the consignment is collected;
- 9.4.2 the Customer must pay FELIX Freight the premium for the additional insurance cover, which FELIX Freight will invoice to the customer; and

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9.4.3 the insurance cover will be subject to the terms and conditions of the insurance policy, which are available from FELIX Freight upon request.

9.5 If the customer requires insurance cover second-hand machinery or equipment (including electronic equipment);

9.5.1 the machinery or equipment may not be more than 10 years old;

9.5.2 a pre-shipment inspection of the goods must be carried out by an engineer or technician appointed by the customer or the sender detailing the physical, mechanical and/or electrical condition of the goods and the packaging methods employed.

9.5.3 the inspection report must be provided to and the risk accepted by the insurers before the goods will be covered;

9.5.4 if the equipment or machinery is older than 10 years, if no pre-shipment assessment is conducted, if the report is not submitted to the insurers or if the insurers do not accept the risk, the customer's claim will be limited to loss or damage arising from water damage caused by heavy weather, piracy, overturning, derailment, road accident or loss or damage during loading or offloading.

9.6 For the avoidance of doubt, if no additional insurance is requested by the customer in terms of 9.4, if the conditions in 9.5 are not met or if a claim is repudiated by the insurers, the customer shall have no claims against FELIX Freight in respect of a lost or damaged consignment in excess of the compensation of R1 000.00 referred to in 9.2.

9.7 The customer must notify FELIX Freight of any claim in respect of a loss, damaged or destroyed consignment within 7 days after the date upon which the loss or damage occurs, or the customer will have no claim in respect of the loss.

9.8 If any claim is repudiated by the insurers, the customer must contest the repudiation within 180 days after receiving notice of repudiation, after which any claim will prescribe.

9.9 When FELIX Freight arranges insurance for the Customer, it acts as a referee only and not as an insurance expert. None of FELIX Freight employees are authorized to offer advice in respect of insurance.

9.10 FELIX Freight will not be liable to the customer for any consequential damages that the Customer or any other person may suffer as a result of any loss of, damage to, destruction of or late delivery of any consignment.

10 DOMICILIA AND NOTICES

The Customer chooses as its domicilium citandiet executandi for the receipt of any notices and/or legal processes arising from this agreement at the addresses set out in the schedule. This means that documents may be served at those addresses even if the customer is not there, and that such service will be regarded as adequate service for legal purposes.

11 LEGAL COSTS

If FELIX Freight takes legal action to enforce payment of any amount due by or any of its rights against the customer, or to successfully defend any claim against it by the Customer, the customer will be liable to pay the legal costs incurred by FELIX Freight on the scale as between attorney and own client, including collection commission and tracing costs.

12 GENERAL

12.1 This Agreement, together with the schedule, constitutes the whole agreement between the Parties as to the subject matter hereof and representations or warranties between the Parties other than those set out herein are binding on the Parties.

12.2 No addition to or variation of this Agreement and no waiver of any right arising from this Agreement shall be of any force

12.3 In the event that any of the terms of this Agreement are found to be invalid, unlawful or unenforceable, such terms will be severable from the remaining terms, which will continue to be valid and enforceable.

13 GUARANTEE OF AUTHORISATION

The person who signs this agreement on behalf of the customer warrants that:

13.1 All information provided in the application for credit and contract schedule is correct; and

13.2 He/She is authorized to represent the customer. If the customer disputes the authority of the signatory, then the signatory agrees that he/she will be personally liable to FELIX Freight for the fulfillment of all the customer's obligations.

The customer's attention is drawn to the following provisions of this agreement:

1 Clause 6.2 where the customer undertakes not to permit unauthorized use of its accounts with FELIX Freight and waives the right to dispute the authority of anyone who instructs FELIX Freight to render services on the Customer's account.

2 Clause 6.2 and 6.3 which places the onus on the customer to properly package and secure parcels and mark fragile

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parcels and which absolves FELIX Freight from liability if fragile parcels are not so marked.

- 3 Clause 6.5 which states that FELIX Freight shall not be liable for damages due to late delivery of consignments.
- 4 Clause 7 in which the customer gives certain warranties in respect of parcels and consignments to be handled by FELIX Freight accepts responsibility for the actions of the sender of consignment if the customer is not the sender and indemnifies FELIX Freight against damages that it may suffer in the event of a breach of any warranty.
- 5 Clause 8, which entitles FELIX Freight to sell goods over which it has a lien if the customer does not dispute its claim within 30 days after FELIX Freight has given the customer written notice that it intends selling the goods.
- 6 Clause which provides that parcels are handled at the risk of the customer and which limits FELIX Freight's liability to R1 000.00 per consignment in the event of the loss of or damage to a consignment and in which the customer indemnifies FELIX Freight against consequential loss that the customer or any other person may suffer as a result of the loss of or damage to a consignment and in which provision is made for the customer requesting insurance for consignment, subject to certain conditions.
- 7 Clause 13, in which the signatory on behalf of the Customer guarantees his/her authority and acknowledges that he/she will be personally liable for the customer's obligations if the customer refuses his/her authority.

Signed at _____

(place) on (date) _____

Witness _____

(For the customer) _____

Name _____

SURETYSHIP (BY ONE OR MORE SURETIES)

I/We the undersigned, hereby bind ourselves, jointly and severally, as sureties for and principal debtors in solidum with the customer (or in the case of a single surety, do hereby bind myself, in solidum, as surety for and principal debtor with the customer) for the due payment by the Customer of all amounts that may become due by the customer to FELIX Freight in terms of the Agreement., on and subject to the following terms and conditions:

- 1 This suretyship is an integral part of the contract between the customer and FELIX Freight as set out in the schedule and contract.
- 2 This suretyship is given in addition to, and without prejudice to, any other suretyship whatsoever, that FELIX Freight may hold in respect of any obligations of the customer.
- 3 I/We agree that FELIX Freight may cede, assign or otherwise transfer this Suretyship, and on such cession, assignment or transfer, my/our liability will continue in favor of the cessionary from both the existing liability at the date of cession and also in respect of any further liability incurred by the customer with the cessionary.
- 4 This Suretyship will remain of full force and effect as a continuing covering security notwithstanding any temporary or partial extinction of the customer's indebtedness to FELIX Freight unless and until the company has paid FELIX Freight all money that it owes and then only upon expiry of 14(fourteen) days' notice in writing given by me/us to FELIX Freight
- 5 In the event of FELIX Freight taking any legal action against me/us in terms of this Suretyship, I/we shall be liable for FELIX Freight legal cost on the scale as between attorney.
- 6 I/We hereby waive the benefits of the legal exceptions:
 - 6.1 exsuction, which means that FELIX Freight may sue me/us for money owing by the customer without having to first exhaust its remedies against the customer; and
 - 6.2 division, which means that FELIX Freight may claim the full amount owing by the customer from any one Surety and is not obliged to claim proportionate shares from each Surety. The renunciation of this benefit makes the sureties jointly and severally liable to FELIX Freight.
- 7 I/We choose as our domicilia citandi et executandi for the receipt of any notices and legal processes arising from this suretyship at the addresses set out in the schedule. I/We understand that this means that documents may be served at those addresses even if we are not there, and that such service will be regarded as adequate service for legal purposes.
- 8 I/We warrant that our marital statuses are correctly set out below.

Initial

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Signed by the surety(ies) as follows

Surety

Name: _____
Married in/out of community of property
Unmarried
Date: _____

Spouse (if married in community of property)

ID No.

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Surety

Name: _____
Married in/out of community of property
Unmarried
Date: _____

Spouse (if married in community of property)

ID No.

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Surety

Name: _____
Married in/out of community of property
Unmarried
Date: _____

Spouse (if married in community of property)

ID No.

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Witness

Name: _____

Witness

Name: _____

Witness

Name

Initial

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