

VENDOR APPLICATION

TIME TRUCKING PTY LTD

REGISTRATION NUMBER: 1996/013436/07

VAT NUMBER: 4230101414



HEAD OFFICE – POSTAL ADDRESS

P.O.Box 83499,

SOUTH HILLS, 2136

creditors@timetrucking.co.za

Tel: 011 907-4582

Fax: 011 907-5581

JOHANNESBURG WAREHOUSE

16 Jacoba Street,

Alberton North

Alberton

henning@timetrucking.co.za

NEW SUPPLIER PROPOSAL AND DETAILS

Registered Full Name:	
Trading as	
Please Indicate:	Truck Owner: _____ Broker: _____ Dangerous Goods Carrier: _____
Physical Address (<i>domicilium citandi et executandi</i>)	
Postal Address	
Telephone No	
E-mail Address	
Fax Number	
Company Reg. No.	
VAT Reg. No.	

DIRECTORS	NAME	ID NUMBER
Managing		
Financial		
Logistics		

OFFICE CONTACT DETAILS:

Contact Person Ops Tel no	
Contact Person accounts (debtors) Tel No Email Address	
Contact Person Queries Tel no	
Contact Person POD's Tel no	

Please also include the following documentation:

DOCUMENT	YES/NO
1 Company registration documentation (CIPRO) <small>not older than 3 mths</small>	
2 Valid Tax Clearance certificate	
3 Electronic Bank Transfer Instruction with all orig requirements	
4 Copies of Id's of directors / owners	
5 Valid BBBEE rating certificate	
6 GIT Insurance – R1 Million Minimum Required(Driver Fidelity included) <small>not older than 3 mths</small>	
7 Valid Letter of Good Standing with WCA	
8 Confirmation of Creditors Cut Off Date	
9 SQAS / CAIA Accreditation (If applicable)	
10 Company Letterhead	

TIME TRUCKING (PTY) LIMITED
STANDARD SUB-CONTRACTOR TERMS AND CONDITIONS

1. DEFINITIONS

In these conditions, unless inconsistent with or otherwise indicated by the context –

- 1.1. “Conditions” means these terms and conditions as amended or supplemented from time to time;
- 1.2. “the SUB-CONTRACTOR”

Means _____

registration number: _____

and includes the SUB-CONTRACTOR`s servants and agents and any person or persons carrying the goods in terms of a subcontract with the SUB-CONTRACTOR;

- 1.3. “Confidential Information” shall mean any information TIME TRUCKING may possess or acquire at any time in respect of any principal or supplier of whatever nature relating thereto which may be disclosed by the TIME TRUCKING to the SUB-CONTRACTOR either directly or indirectly and whether in writing, by reports, by electronic media or by any other means.
- 1.4. “TIME TRUCKING” means TIME TRUCKING (PTY)LTD registration number 1996/013436/07 duly incorporated in accordance with the laws of the Republic of South Africa,
- 1.5. “The goods” means the merchandise conveyed by the SUB-CONTRACTOR, whether contained in one or more parcels or packages and whether consigned singly or in parcels or in bulk;
- 1.6. “handling of the goods” means and includes the goods being handled, warehoused, held, controlled, loaded or unloaded, carried or otherwise possessed by the SUB-CONTRACTOR for any purpose whatsoever;
- 1.7. “principal” means any party with whom TIME TRUCKING has contracted for the conveying of goods;
- 1.8. “consignee” means the party who has ordered goods from TIME TRUCKING’s principal and to whom the SUB-CONTRACTOR shall deliver the goods upon instructions from TIME TRUCKING;
- 1.9. Any reference to the singular includes the plural and vice versa;
- 1.10. Any reference to natural persons includes legal persons and vice versa;
- 1.11. Any reference to gender includes the other genders;
- 1.12. The clause headings in these conditions have been inserted for convenience only and shall not be taken into account in its interpretation.
- 1.13. This agreement shall be governed by and construed and interpreted in accordance with the law of the Republic of South Africa.

2. APPOINTMENT AS SUB-CONTRACTOR

- 2.1. Whereas TIME TRUCKING acts as an agent for various principals in relation to the conveying of goods and is accordingly from time to time required to appoint contractors to attend to the conveying of the goods, TIME TRUCKING hereby appoints the SUB-CONTRACTOR to transport such goods from time to time from such location to such other location as the parties may agree, and upon payment of such agreed fees.
- 2.2. The SUB-CONTRACTOR shall at all times act as an independent contractor, and this agreement shall not be construed or interpreted as to create any employment relationship between TIME TRUCKING and/or its principal on the one side and the SUB-CONTRACTOR on the other side.
- 2.3. It is further recorded that TIME TRUCKING do not allow the appointment by the Sub-Contractors of any other Contractor or Sub Contractor to fulfil the obligations in terms of this agreement.
- 2.4. It is agreed and recorded that TIME TRUCKING is under no fixed obligation to commission the SUB-CONTRACTOR for the conveyance of the goods and shall in its sole and absolute discretion be entitled to elect to utilise the services of the SUB-CONTRACTOR for any particular load of goods at any particular time at TIME TRUCKINGS discretion. TIME TRUCKING does not undertake nor does it warrant that it shall commission the SUB-CONTRACTOR for any specific number of loads of goods during the currency of this agreement.

3. OBLIGATIONS OF THE SUB-CONTRACTOR

- 3.1. The SUB-CONTRACTOR shall take delivery of the goods at such addresses and at such times as it may be notified of in the Load Confirmation by TIME TRUCKING.
- 3.2. The SUB-CONTRACTOR shall satisfy himself that all goods are suitable for carriage and that all goods are properly packed/loaded and/or crated to ensure correct loading and safe carriage. It is agreed that should the goods not be in a clean, dry and stable condition and/or if the goods reflect visible damage or contamination, then the SUB-CONTRACTOR shall not load the goods and in which event the SUB-CONTRACTOR shall immediately advise TIME TRUCKING.
- 3.3. The SUB-CONTRACTOR shall provide the correct tonnage/lashing equipment to secure the goods and provide tarpaulins to cover the goods at all times and to protect against water ingress, snow, hail, dust, heat, sun and such and shall always load and secure the goods in a safe, secure and lawful manner.
- 3.4. The SUB-CONTRACTOR shall inform TIME TRUCKING telephonically or by telefax of any unusual delay occasioned by any circumstance whatsoever whether before loading or during transit of the goods.
- 3.5. The goods shall be delivered to the place and upon the date and time stated on the load confirmation. The SUB-CONTRACTOR shall substitute another vehicle at its own expense to carry the goods to their destination in the event that any vehicle breaks down. Failure shall leave TIME TRUCKING entitled to supply another vehicle and the SUB-CONTRACTOR shall pay any cost incurred by TIME TRUCKING in so doing.
- 3.6. The SUB-CONTRACTOR shall carry out its mandate in accordance with the instructions and direction contained in the order form as well as any reasonable instructions given by TIME TRUCKING in writing or verbally from time to time.
- 3.7. The SUB-CONTRACTOR shall check that any delivery notes supplied conform to the quantities and types of goods that are loaded.
- 3.8. The SUB-CONTRACTOR shall ensure that it obtains the following documentation:
 - 3.8.1. Signed Delivery Note
 - 3.8.2. Signed POD
 - 3.8.3. Loading Weighbridge Slip/Ticket
 - 3.8.4. Offloading Weighbridge Slip/Ticket
 - 3.8.5. Chep return slip
- 3.9. The endorsement on any delivery note by the principal and/or its duly authorised representative and/or a representative of the consignee to the effect that the goods have been short delivered or damaged or lost shall be prima facie proof of the facts stated therein, and TIME TRUCKING shall be entitled to act in accordance therewith. If the SUB-CONTRACTOR's driver or duly authorised representative has counter-signed such statement on the delivery note, the SUB-CONTRACTOR shall not be entitled to dispute such fact, and it shall become conclusive proof of the facts so stated, unless the SUB-CONTRACTOR immediately advises TIME TRUCKING telephonically of any disputes in respect of any load before the SUB-CONTRACTOR's driver or duly authorised representative counter-signs such statement of delivery note or goods received voucher.
- 3.10. It is agreed that the SUB-CONTRACTOR shall, in respect of all loads of goods, submit to TIME TRUCKING all shipping documentation in respect of such loads, including, but not limited to, proof of delivery notes and/or goods received vouchers, such documents to be submitted to TIME TRUCKING by date stipulated on "Confirmation of Creditors Cut Off Date Form" or as may be indicated on the Load Order, and such documents to each reflect TIME TRUCKING's Load Order reference number (Load Number).
- 3.11. The SUB-CONTRACTOR shall not alter, remove or tamper with the marks or numbers on the documentation/load seals.
- 3.12. The SUB-CONTRACTOR shall deliver by hand or via courier all their paperwork to 16 Jacoba Street, Alberton North, 1449, no paperwork will be accepted if posted to our Postal Address.
- 3.13. In all cases where the SUB-CONTRACTOR uses the postal service/courier service to deliver POD's and/or goods received vouchers, such postal service/courier service shall be deemed to be the agent of the SUB-CONTRACTOR.

4. RATES AND PAYMENT

- 4.1. The total remuneration payable by TIME TRUCKING to the SUB-CONTRACTOR in respect of the carriage of goods is the price stipulated in the Load Confirmation Order form, or such rates as may be agreed upon between the parties from time to time.
- 4.2. TIME TRUCKING shall be under no obligation to pay if the SUB-CONTRACTOR has breached any term of this contract.
- 4.3. With reference to clause 3.10 above, it is agreed that TIME TRUCKING shall only be liable for payment, at the end of the ensuing month or the agreed upon payment date for amounts due to the SUB-CONTRACTOR in respect of loads in respect of which the SUB-CONTRACTOR has submitted all the required shipping documentation plus invoices in regard thereto to TIME TRUCKING by the agreed cut-off date, or as may be indicated on the Load Order, and such documents to each reflect TIME TRUCKING's Load Order reference number (Load Confirmation).
- 4.4. All payments due by TIME TRUCKING to the SUB-CONTRACTOR shall be paid via EFT into the SUB-CONTRACTOR'S nominated bank account which it shall submit to TIME TRUCKING on TIME TRUCKING'S appropriate ELECTRONIC BANK TRANSFER INSTRUCTION

5. WARRANTIES

- 5.1. The SUB-CONTRACTOR warrants that it is in possession of any permit, consent or approval required to handle the goods required by any law, by-law or regulation and that it has effected insurance on any goods handled by it.
- 5.2. The SUB-CONTRACTOR shall:
 - 5.2.1. Ensure that all vehicles used for the purpose of transporting the goods in terms of this Agreement including trailers:
 - 5.2.1.1. are fully licensed;
 - 5.2.1.2. have been declared road worthy and that a certificate of Road Worthiness (COF) has been issued with regard thereto;
 - 5.2.1.3. are maintained in a road worthy condition and good state of repair at all times in order to exclude mechanical break downs during transit;
 - 5.2.1.4. are maintained in a clean and neat condition to the reasonable satisfaction of TIME TRUCKING.
 - 5.2.2. Ensure that every vehicle is installed with a functioning satellite tracking system or similar device. Upon request by TIME TRUCKING the SUB-CONTRACTOR shall be obligated to inform TIME TRUCKING of the exact location of any vehicle of the SUB-CONTRACTOR whilst such vehicle is in the process of conveying goods on behalf of TIME TRUCKING.
 - 5.2.3. Ensure that it has, with regard to each vehicle used and each load carried in terms of this Agreement, complied fully with all such statutory obligations as may be imposed upon it and in particular, but without derogating from the generality of the foregoing, the SUB-CONTRACTOR shall ensure that all vehicles carry the required licenses, road SUB-CONTRACTOR permits and certificates.
 - 5.2.4. Be liable for any fines which result from a contravention by the SUB-CONTRACTOR or any of its employees or vehicles of any Road Traffic Regulation, Road Transportation Regulation, or any other regulation or statute, the SUB-CONTRACTOR hereby indemnifying TIME TRUCKING against all claims which may result from any such contravention.
 - 5.2.5. Advise TIME TRUCKING, with immediate effect, of any break down of vehicles and any incapacity of employees engaged in the transport of goods in terms of this Agreement.
 - 5.2.6. Use its best endeavours to ensure that any break down or incapacity referred to in 5.2.5 above is remedied immediately so as to minimise delays in the transportation of the product.
 - 5.2.7. Take all reasonable steps to avoid theft of the goods whilst in transit or the hijacking of the vehicles and forthwith report to TIME TRUCKING any incident which has caused damage or theft to the goods or the hijacking of any vehicle conveying the goods.
 - 5.2.8. Ensure that all drivers engaged in transporting the goods are in possession of functioning mobile telephones and shall upon request from TIME TRUCKING make these cell phone numbers available to TIME TRUCKING.

5.3. The SUB-CONTRACTOR shall furthermore –

- 5.3.1. Be responsible for the training of its personnel with regard to the method of transportation, loading, off-loading, housekeeping, safety, appearance, customer's relations and the handling of documentation to the extent as may be required for the satisfactory performance by the SUB-CONTRACTOR of its obligations under this Agreement.
- 5.3.2. Abide and enforce any reasonable directive issued by TIME TRUCKING with regard to any of the matters contemplated in 5.3.1 above.
- 5.3.3. Ensure that its employees, in the performance of their obligations flowing from this Agreement, conduct themselves with third parties and in particular, with the representatives of the loading and offloading principals, such that the good standing of TIME TRUCKING with such third parties is maintained at all times.
- 5.3.4. Ensure that its employees have the necessary security clearance, legal identification, qualifications and driver's licenses as may be necessary to enable them legally and adequately to perform such duties as may flow from the implementation of this Agreement.
- 5.3.5. Investigate and submit a written report to TIME TRUCKING of any complaint about the SUB-CONTRACTOR's service which is made by the principal, or any of the principal's suppliers, customers or the managers of any loading or offloading site within 24 hours of being advised thereof.

6. INSURANCE AND RISK OF CARRIAGE

- 6.1. The goods will be carried at the sole risk of the SUB-CONTRACTOR and the SUB-CONTRACTOR shall effect comprehensive (all risks) insurance on the goods against all possible perils that the goods may be exposed to, and against all damage to or loss of that can be suffered by the owner of the goods or TIME TRUCKING or the SUB-CONTRACTOR by reason of the fact that the goods are damaged or lost or destroyed whilst being carried.
- 6.2. The SUB-CONTRACTOR shall provide TIME TRUCKING with copies of an insurance policy in respect of the carriage of the goods upon receipt of a written request from TIME TRUCKING. The valuation of the claims will be based on the suppliers selling price as per suppliers' commercial invoice or on the suppliers' cost price in the event of inter-depot transfers or in the event of new goods not subject to sale, and always subject to the conditions in 6.7 hereunder.
- 6.3. The SUB-CONTRACTOR accepts full liability for all damage to or loss of the goods during transit thereof and until such time as (a) the goods have been off-loaded and (b) inspected and accepted in good order by a representative of the consignee and (c) the SUB-CONTRACTOR has been issued with a proper and legible Proof of Delivery Note / Goods Received Voucher by a representative of the consignee, and it is agreed and hereby recorded that this risk shall, in the event of any claim for damage or loss to the goods, remain vested in the SUB-CONTRACTOR, regardless of whether the SUB-CONTRACTOR's insurers repudiates any resultant claim for whatever reason.
- 6.4. It is agreed and hereby recorded that in the event of any incident resulting in the goods either being damaged, or, in the absolute discretion of either TIME TRUCKING or its principal, being compromised, then:
 - 6.4.1. the SUB-CONTRACTOR shall forthwith, and in strict compliance with the terms and provision of its own insurance policy, notify its insurer of such incident relating to the goods and which may result in a claim against the SUB-CONTRACTOR; and
 - 6.4.2. TIME TRUCKING shall, as soon as the nature and quantum of the claim has been determined by reference to TIME TRUCKING's principal, issue the SUB-CONTRACTOR with an invoice reflecting the claim amount ("the claim invoice") and all required supporting documentation in order to enable the SUB-CONTRACTOR to submit such claim with its insurers; and
 - 6.4.3. the SUB-CONTRACTOR shall forthwith upon receipt of such claim invoice and supporting documentation, and in strict compliance with the terms and conditions of its insurance policy, submit an appropriate claim with its insurers; and
 - 6.4.4. it is then agreed that the SUB-CONTRACTOR shall be afforded a period of 30 (thirty) calendar days, reckoned from the working day that follows the delivery by TIME TRUCKING of the aforesaid claim invoice and supporting documentation to the SUB-CONTRACTOR, to finalise and/or settle such claim with its insurers and cause its insurers to effect payment of the claim amount to TIME TRUCKING.
 - 6.4.5. It is agreed that in the event of:

- 6.4.5.1. the SUB-CONTRACTOR (a) failing to timeously, and in accordance with the terms of the SUB-CONTRACTOR's insurance policy, notify its insurers of any incident relating to the goods and which may result in a claim against the SUB-CONTRACTOR, or (b) failing to timeously, and in accordance with the terms of the SUB-CONTRACTOR's insurance policy, submit the claim with its insurers after due receipt of a claim invoice and supporting documentation from TIME TRUCKING, and such failure results in the SUB-CONTRACTOR's insurers repudiating such claim, then the SUB-CONTRACTOR shall be liable for the full claim to TIME TRUCKING, which claim amount shall forthwith upon the repudiation of the claim by the SUB-CONTRACTOR's insurers become due and payable to TIME TRUCKING; and/or
- 6.4.5.2. the SUB-CONTRACTOR's insurers, for whatever other reason, repudiating such claim, the SUB-CONTRACTOR shall be liable for the full claim to TIME TRUCKING, which claim amount shall forthwith upon the repudiation of the claim by the SUB-CONTRACTOR's insurers become due and payable to TIME TRUCKING; and/or
- 6.4.5.3. the SUB-CONTRACTOR failing to finalise and settle such claim with its insurers and causing such insurers to effect payment of the claim amount to TIME TRUCKING within the 30 (thirty) calendar day period stipulated in clause 6.4.4 above, then the SUB-CONTRACTOR shall be liable for the full claim amount to TIME TRUCKING, which claim amount shall forthwith upon expiry of the said 30 (thirty) calendar day period become due and payable to TIME TRUCKING; and
- 6.5. it is agreed that TIME TRUCKING shall, in addition to the normal breach of contract remedies at its disposal, be able to apply set off in respect of the quantum of any claim which is repudiated or not settled in accordance with the provisions of this clause against any current or future amounts owing by TIME TRUCKING to the SUB-CONTRACTOR.
- 6.6. The SUB-CONTRACTOR shall in particular at all times remain liable for the payment of any excess in respect of any claim as a result of damage to or loss of the goods. In the event of the SUB-CONTRACTOR being unable to settle any excess in respect of any such claims, and if TIME TRUCKING should settle such excess, then TIME TRUCKING shall be entitled to apply set off in respect of such amount to any current or future amounts owing by TIME TRUCKING to the SUB-CONTRACTOR.

7. CLAIMS BY THIRD PARTIES & PUBLIC LIABILITY

- 7.1. The SUB-CONTRACTOR hereby indemnifies TIME TRUCKING and holds TIME TRUCKING harmless against all and any losses or damage suffered by any third party (which shall include the public), or claims instituted by any such third party and costs (including costs on an attorney and own client basis) arising out of any act or omission on the part of the SUB-CONTRACTOR and/or its employees and/or associates, which is connected in any way with these conditions and/or the SUB-CONTRACTOR's duties and/or obligations in terms of these conditions and/or the services rendered by it or its employees or its associates to TIME TRUCKING as a consequence of these conditions. If TIME TRUCKING becomes aware of a claim, and in the event of TIME TRUCKING being joined as a party to such claim by any third party, then TIME TRUCKING can, in its sole discretion, either settle such claim, or defend it, and all costs associated with such claim, including attorney and own client costs shall be borne by the SUB-CONTRACTOR.
- 7.2. It is agreed and hereby recorded the SUB-CONTRACTOR shall, for his own account, ensure that it is adequately insured against any public liability that may arise out of any act or omission by the SUB-CONTRACTOR, its associates or employees and against any liability that may arise in favour of any third party as a result of any act or omission by the SUB-CONTRACTOR, its associates or employees.

8. LIEN

- 8.1. Any Lien that the SUB-CONTRACTOR might claim over the goods, either in terms of this agreement or otherwise in terms of the operation of law, is hereby irrevocably waived in favour of TIME TRUCKING, and TIME TRUCKING can deal with such lien as it deems fit.
- 8.2. The SUB-CONTRACTOR shall under no circumstances claim any lien over the goods against any person, but particularly not against TIME TRUCKING or its principal

- 8.3. The SUB-CONTRACTOR may under no circumstances deal with the goods where the lien over the goods is adversely affected, where TIME TRUCKING for instance advises the SUB-CONTRACTOR not to part with the goods until such time as TIME TRUCKING has given it permission to do so.
- 8.4. It is agreed and hereby recorded that in the event of damage to the goods, or any part thereof, for whatever reason, the SUB-CONTRACTOR and its insurers, or if applicable, their underwriters, shall have no claim in respect of the damaged goods and they shall under no circumstances be entitled to salvage the damaged goods without the prior written consent of TIME TRUCKING or its principal.

9. CONTRACT BETWEEN TIME TRUCKING AND ITS PRINCIPAL

- 9.1. The SUB-CONTRACTOR shall at all times comply and adhere with the contract that TIME TRUCKING has with its principal, and assist TIME TRUCKING to comply with such contractual arrangements
- 9.2. The fact that TIME TRUCKING has in terms of the contract with its principal disclaimed liability for the carriage of the goods shall never provide the SUB-CONTRACTOR with a defence against either TIME TRUCKING or such principal or the owner of the goods, as the case may be, and the SUB-CONTRACTOR's responsibility in terms of this agreement, particularly clause 6, in respect of the goods shall prevail.

10. NOTICES AND DOMICILIA

- 10.1. Each of the parties chooses domicilia citandi et executandi ("domicilium") for the purposes of the giving of any notice, which shall include Load Confirmation Orders issued by TIME TRUCKING
- 10.2. and transmitted to the SUB-CONTRACTOR, the serving of any process and for any other purposes arising from this Agreement the following addresses and telefax numbers and email address, namely:

TIME TRUCKING (PTY) LTD
 Registration Number: 1996/013436/07
 VAT Number: 4230101414
 Physical Address: 16 Jacoba Street,
 Alberton North
 1449
 Telephone number: 011 907 4582
 Email: annette@timetrucking.co.za

**10.3. SUB-CONTRACTOR:
 ADDRESS:**

Telephone number: _____

Email: _____

- 10.4. Any notice given and any payment made by any party to the other ("the addressee") which:
 - 10.4.1. is delivered by hand during the normal business hours of the addressee at the addressee's domicilium for the time being shall be presumed, until the contrary is proven to have been received by the addressee on the time of delivery;
 - 10.4.2. is posted by prepaid registered post from an address within the Republic of South Africa to the addressee's domicilium for the time being, shall be presumed, unless the contrary is proved, to have been received by the addressee on the 7th day after the date of posting;
 - 10.4.3. is transmitted by facsimile or email, such transmission shall be deemed to be, unless the contrary is proved by the addressee, be deemed to have been received by the addressee on the day of transmission.

11. JURISDICTION

- 11.1. The SUB-CONTRACTOR hereby submits to the jurisdiction of the Magistrate's Court in respect of any action instituted by TIME TRUCKING against the SUB-CONTRACTOR, notwithstanding the fact that the claim may exceed the jurisdictional limits of such Magistrate's Court.
- 11.2. Notwithstanding the provisions of 11.1, the SUB-CONTRACTOR also agrees the TIME TRUCKING shall, in its sole discretion, be entitled to proceed in any High Court or to refer and dispute to arbitration in accordance with the rules of the Arbitration Foundation of South Africa by an arbitrator or arbitrators nominated by it.

12. COSTS

- 12.1. In the event litigation between the parties as a result of a breach of these conditions as supplemented by an order form, the SUB-CONTRACTOR shall be liable for and shall pay all legal costs incurred, including collection commission at the maximum rate allowed by the Law Society South Africa on an own attorney client scale.

13. WHOLE AGREEMENT

- 13.1. These conditions as supplemented by the order form constitute the whole agreement between the parties as to the subject matter and no agreements, representations or warranties between the parties regarding the subject matter other than those set out therein are binding on the parties.

14. VARIATION

- 14.1. The handling of the goods shall be subject to the conditions stated herein and no addition to or variation, consensual cancellation or novation of these conditions and no waiver of any right arising from these conditions or its breach or termination shall be of any force or effect unless reduced to writing and signed by all the parties or their duly authorised representatives.

15. APPLICATION OF THESE STANDARD TRADING TERMS

- 15.1. These terms and conditions shall apply to all of the transactions entered into between the parties. Once agreed, it will cover all subsequent transactions, and it shall not be necessary for the parties to agree to these terms afresh, unless the parties in writing agree to amend these terms.
- 15.2. The parties record that it is their business practice to regulate particular orders and transactions by means of Load Confirmation Orders sent by fax and/or e-mail to the SUB-CONTRACTOR. These faxes/ e-mails and order forms shall be binding upon the parties in accordance with the provisions of this clause and clause 10 above.
- 15.3. In the event of a conflict between such order form, or content of the fax or email transmission and these conditions, the conditions contained herein shall supersede such order form or fax.
- 15.4. A fax confirmation sheet or confirmed sent e-mail produced by TIME TRUCKING that a particular fax or e-mail has been sent, shall be prima facie proof that such Load Order Confirmation has been successfully transmitted by TIME TRUCKING and duly received by the SUB-CONTRACTOR, unless the SUB-CONTRACTOR can prove otherwise.
- 15.5. Terms contained on delivery notes shall also supplement the agreement between the parties. In the event of a conflict between the terms contained on such delivery note, and these conditions, the conditions contained herein shall supersede such terms contained in the delivery notes.

16. TERMINATION OF THIS CONTRACT

- 16.1. This contract may be terminated by TIME TRUCKING, in their sole and absolute discretion, giving the SUB-CONTRACTOR 24 (twenty four) hours written notice, and in which event the SUB-CONTRACTOR shall have no recourse against TIME TRUCKING.
- 16.2. Should the SUB-CONTRACTOR breach or otherwise be in default of any of its obligations under or in terms of this agreement and remain in default or fail to remedy such breach within 7

(seven) days of receipt of written notice from TIME TRUCKING calling upon it to do so, TIME TRUCKING shall be entitled, but not obliged, in addition to any other rights which it may have or remedies which may be available to it, to cancel this agreement forthwith, without prejudice of its rights to claim damages.

- 16.3. TIME TRUCKING shall be entitled to immediately terminate this agreement at any time by giving the SUB-CONTRACTOR notice of such termination if:
- 16.3.1. the SUB-CONTRACTOR is, other than for purposes of reconstruction or amalgamation, placed under voluntary or compulsory liquidation (whether provisional or final) or under judicial management or under receivership;
- 16.3.2. a final and unappealable judgment against the SUB-CONTRACTOR remains unsatisfied and/or has not been rescinded for a period of 14 (fourteen) days or more after it comes to the notice of the board of directors of the SUB-CONTRACTOR;
- 16.3.3. the SUB-CONTRACTOR makes any arrangement or composition with its creditors generally or ceases to carry on business; or
- 16.3.4. the SUB-CONTRACTOR is amalgamated with, purchased by or through any corporate reconstruction becomes a part or member of or associated with, a competitor of TIME TRUCKING's principal.

17. SEVERABILITY

- 17.1. If any provisions in these conditions are found unlawful, unenforceable or invalid, it shall be deemed to be separate and severable from the remaining conditions and to the extent that same is unlawful, unenforceable or invalid, be deemed to be pro non scripto.

18. RELAXATION

- 18.1. No latitude, extension of time or other indulgence which may be given or allowed by any party to the other parties in respect of the performance of any obligation hereunder, and shall be a waiver of any such party's rights in terms of this agreement or otherwise, and shall be without prejudice to such rights

19. NON ASSIGNMENT OR CESSION

- 19.1. The SUB-CONTRACTOR may not assign, transfer or in any manner make over, or purport to assign, transfer or make over this agreement or its rights thereunder or any part thereof without first obtaining the consent of TIME TRUCKING in writing.

20. OCUPATIONAL, HEALTH AND SAFETY

- 20.1. It is agreed and hereby recorded that this Agreement shall, inter alia, constitute an agreement between TIME TRUCKING and the SUB-CONTRACTOR by virtue of the provisions of Section 37(2) of the Occupational Health and Safety Act, Act 85 of 1993 "the Act".
- 20.2. The SUB-CONTRACTOR acknowledges that it fully acquainted with the terms and provisions of the Act, and that it shall at all times during the currency of this Agreement fully comply with the provisions of the Act, and its regulations, but in particular the SUB-CONTRACTOR acknowledges and warrants that:
- 20.2.1. it complies with the provisions of Section 16(1) of the Act; and
- 20.2.2. it has and shall continue to appoint only competent persons pursuant to the provisions of Section 16(2) of the Act; and
- 20.2.3. it is duly registered with the Compensation Commissioner; and
- 20.2.4. it shall forthwith report all relevant incidents to TIME TRUCKING and the Department of Labour; and
- 20.2.5. it shall ensure that a copy of the Act is available and accessible to all its employees; and
- 20.2.6. its vehicles, machinery and equipment are at all times of sound order and that it complies with the provisions of Section 10 of the Act; and
- 20.2.7. it shall provide all its employees, where applicable, with adequate personal protective equipment and fully comply with Section 2(1) of the Act in this regard.
21. The SUB-CONTRACTOR hereby fully and unconditionally indemnifies TIME TRUCKING against any loss, damage, injury or death, however caused, to the SUB-CONTRACTOR or its employees, agents or Sub-Contractors or their employees.

TIME

TRUCKING (PTY) Ltd

Company Reg: 1996/013436/07
16 JACOBA STREET
ALBERTON NORTH
TEL: (011) 907-4582

PO BOX 83499
SOUTH HILLS
2136

CONFIRMATION OF CREDITORS CUT OFF DATE

Please note that our Creditors cut off date is the 20th of the current month for the receipt of original invoices and proof of delivery **at our offices by no later than 12 noon**. Please refrain from only delivering invoices once a month on the cut-off date, paperwork need to be forwarded on a regular basis (as and when available).

Invoices received after the 20th will be processed for payment and would immediately go into a 60 day slot – no exceptions.

In all cases where the Customer uses the postal services/courier services to delivery invoices and proof of deliveries, such postal services/courier services shall be deemed to be the agent of the Customer.

Please ensure that all paperwork posted reaches our box by no later than the 19th of the current month, as post is only collected in the mornings.

All relevant proof of delivery documents need to be attached to the invoice, original transporters delivery note, and **original** customer delivery note – Short supplying of relevant delivery notes will result in late payment or no payment. (All cases handled individually.) Please ensure that each invoice has the uplift attached and that the TT order number is reflected on the invoice. All loads to be invoiced as soon as possible and **NOT** later than ninety working days of the date of delivery.

Unfortunately **no** fax or email copies of invoices/pod's can be allowed, only original invoices or original certified copies delivered by hand.

Tax Invoices to be address to: Time Trucking (Pty) Ltd, 16 Jacoba Street, Alberton North Vat No.4230101414.

Statements to be emailed to payables@timetrucking.co.za no later than the 3rd working day after the end of the month, if no statement is received we will be unable to reconcile the account and no provision will be made for payment the end of the month. It remains the subcontractor's responsibility to send the statement timeously as we are unable to follow up on statements. (payables@timetrucking.co.za is an unmanned email only for receipt of statements).

Creditors account queries may be directed to creditors@timetrucking.co.za or Creditors department on Tel (011) 907-4582.

Signed at _____ on this _____ day of _____ 202__

On behalf of : _____ (Full Company Name)

By: _____ (on behalf of the Vendor/Individual)
(Full names and surname in block letters)

DIRECTOR SIGNATURE: _____ (PROXY LETTER TO BE PROVIDED, IF SIGNATORY DIFFERS)

TIME

TRUCKING (PTY) Ltd

Company Reg: 1996/013436/07
16 JACOBA STREET
ALBERTON NORTH
TEL: (011) 907-4582

PO BOX 83499
SOUTH HILLS
2136

ELECTRONIC BANK TRANSFER INSTRUCTION

From: _____ (Business or Individual's name)

_____ (Postal Address)

_____ (Code)

VAT. No. _____ (Please attach copy of certificate)

Company Registration No. _____ (Please attach copy of certificate)

Cell No. _____ Phone No. _____ Fax No. _____

E-mail Address which your payment advice should be sent to _____

We hereby instruct and authorize Time Trucking (Pty) Ltd., to pay amounts, which may be due to the Vendor, or Individual by means of electronic transfer into the indicated account below.

(NB! Remember to supply us with an ORIGINAL CANCELLED CHEQUE (not fax or a photocopy) or GET YOUR BANK TO VERIFY AND STAMP THIS DOCUMENT as proof of correctness).

PLEASE NOTE: This original letter and requested paperwork is required before any payments can be actioned. (An emailed reply is NOT an original.)

Account Name: _____

Branch Code: _____ (only the first 6 digits)

Account No: _____

Bank Name: _____

Branch Name: _____

We warrant that the undersigned is authorized to sign this instruction document and that all of the information contained herein is accurate and correct.

WE WILL ALSO NOTIFY TIME TRUCKING (PTY) LTD. IN WRITING (ORIGINAL) AT THE ABOVE ADDRESS WITHIN SEVEN (7) DAYS, OF ANY CHANGES TO YOUR LEGAL STATUS OR BANKING DETAILS.

Signed at _____ on this _____ day of _____ 202__

By _____ (on behalf of the Vendor/Individual)
(Directors Full names and surname in block letters)

DIRECTORS SIGNATURE: _____ (PROXY LETTER TO BE PROVIDED, IF SIGNATORY DIFFERS)