

## STANDARD TERMS AND CONDITIONS

between the Customer and J Prop (Pty) Ltd t/a Global Stride Trading and Logistics

Reg no. 2020/173280/07

### 1. INTERPRETATION

1.1. In these Standard Terms and Conditions (“T&C’s”), the following terms shall have the meanings ascribed to them hereunder and cognate expressions shall have a corresponding meaning as follows:

- 1.1.1. **“Agreement”** means the agreement between the Company and the Customer in relation to the rendering of the Services by the Company to the Customer which shall comprise of the quotation and these T&C’s;
- 1.1.2. **“Company”** means **J Prop (Pty) Ltd t/a Global Stride Trading and Logistics**, registration number 2020/173280/07;
- 1.1.3. **“Customer”** means any person or entity on whose behalf the Company renders any of the Services;
- 1.1.4. **“Goods”** means any goods or services, including Manufactured Goods, handled, transported, or dealt with by the Company its agents, servants or nominees, and include Goods procured by the Company for and on behalf of the Customer at the Customer’s special instance and request and shall include all containers, transportable tanks, flat pallets, package or any other form of covering, packaging, container or equipment used with or in connection with or in relation to such Goods;
- 1.1.5. **“Manufactured Goods”** means goods manufactured or produced at the special instance and request of the Customer;
- 1.1.6. **“Owner”** means the Customer and / or any other person who acquired any interest, financial or otherwise, in the Goods;
- 1.1.7. **“Services”** means –
  - 1.1.7.1. freight forwarding services;
  - 1.1.7.2. general transport services as required by the Customer for the transport of Goods which may include packing, stowing, and / or labelling of Goods; and
  - 1.1.7.3. the procurement of any Goods at the Customer’s special instance and request including the procurement of Manufactured Goods.

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## 2. AGREEMENT

- 2.1. On request of the Customer, the Company shall provide a quotation recording the scope of services required by the Customer and set out the costs including but not limited to shipping, insurance, administrative costs and all other taxes as may be applicable and payable by the Customer.
- 2.2. The written acceptance of the quotation by the Customer (in writing or electronically) shall be deemed acceptance of the quotation and T&C's as set out herein.

## 3. RENDERING THE SERVICES TO THE CUSTOMER

The Company may provide all or any of the Services itself or may, at its election, appoint any agent or subcontractor to render the Services or any portion thereof.

## 4. RISK THE GOODS

The Customer acknowledges and agrees that all risk in and to the Goods, including all risks in relation to the handling, packaging, loading, unloading, warehousing and transportation of the Goods by or on behalf of the Customer in respect of which the Company renders a freight forwarding service shall be effected at the sole risk of the Customer and, save for gross negligence, the Customer indemnifies the Company against any claim for loss or damage in and to the Goods.

## 5. TRANSPORT BILL OF LADING

The Company shall be entitled to issue, in respect of any contract for the movement and / or transport of Goods, a bill of lading subject thereto that these T&C's shall apply insofar as they do not conflict with such bill of lading.

## 6. EXCLUSIONS

The Company is not a common or public carrier and shall be excluded from any liability associated with such carriers.

## 7. COMPANY'S DISCRETION

- 7.1. In the absence of specific instructions given timeously in writing by the Customer, the Company shall, in its sole discretion be entitled to:

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- 7.1.1. decide the timing of performance of the Services on the basis of doing so as promptly as reasonably possible;
  - 7.1.2. determine the means, route and procedure to be followed by it in performing the Services;
  - 7.1.3. decide on the use of third party services including but not limited to carriers, warehouseman, underwriters, and the Company may decide what declaration, if any, it chooses to make in relation to such service providers and what liability, if any it chooses to impose on such third party service providers.
- 7.2. Notwithstanding anything to the contrary, the Company may, if it deems it necessary and in the Customer's interest, depart from the Customer's instructions and shall not incur any liability or consequence as a result of doing so. The Customer acknowledges and agrees that the Company shall be deemed to be acting in the interests of the Customer in circumstances where doing so would result, *inter alia*, in cost savings for the Customer, the faster delivery of the Goods to the Customer and / or avoiding risk of loss for the Customer.
- 7.3. In the event that any circumstances arise that, in the Company's opinion, make it in whole or in part, impossible or impractical to comply with the Customer's instructions, the Company shall take reasonable steps to inform the Customer of such events or circumstances and seek further instructions. If such further instructions are not timeously received by the Company in writing, the Company shall be entitled to, in its sole discretion, take such further actions as it deems necessary and in the Customer's interest and may detain, return, store, sell, abandon or destroy all or any part of the Goods concerned at the risk or expense of the Customer.

## 8. INSURANCE

- 8.1. The Company may, in its sole discretion and acting as agent for and on behalf of the Customer, agree to arrange insurance as instructed by the Customer in writing which shall always be subject to such exceptions and conditions as may be imposed by the relevant insurer or underwriter and the Company shall not be obligated to obtain separate cover for risks excluded.
- 8.2. Any policy or contract of insurance arranged by the Company on behalf of the Customer shall be and remain a legal agreement between the Customer and the insurer or underwriter as the case may be and the Company shall have no obligations, responsibility or liability whatsoever in relation to the insurance or indemnification of the Customer's Goods.
- 8.3. Unless insurance has been arranged in terms of clause 8.1, the Customer acknowledges and agrees that it shall be solely responsible to procure insurance for all Goods handled by the Company on

behalf of the Customer and / or in respect of which the Company renders freight forwarding services.

## 9. COMPANY'S OBLIGATIONS IN THE ABSENCE OF INSTRUCTIONS

9.1. Unless specifically and timeously instructed by the Customer, the Company shall not be obliged to:

- 9.1.1. make any declaration for any purpose relating to the nature or value of the Goods;
- 9.1.2. make any declaration or seek any special protection or cover from any carrier in respect of any Goods regarded as dangerous goods or goods that require special conditions of handling;
- 9.1.3. make any arrangements for Goods to be carried, stored or handled separately from other goods.

## 10. CUSTOMER'S UNDERTAKINGS

10.1. The Customer warrants, to and in favour of the Company that:

- 10.1.1. it has reasonable knowledge of the Goods and Services and all matters directly or indirectly relating thereto and shall supply all such pertinent information to the Company;
- 10.1.2. it is the owner or authorised agent of the Owner of the Goods and each of them shall be bound by these T&C's;
- 10.1.3. the Owner, sender or consignee shall be bound by these T&C's and accepts the Company shall have the right to enforce these T&C's against them jointly and severally or to recover from them any sums due and payable by the Customer;
- 10.1.4. all information to be supplied to the Company shall be accurate, true and comprehensive and the Customer shall be bound by and warrants the accuracy of all descriptions, values, metrics, specifications and other particulars furnished to the Company for the procurement of Goods, customs, consular or other purposes and, when transport services are provided by the Company, the Customer shall provide all such information as may be reasonably required for the packing, stowing and / or labelling of the Goods;
- 10.1.5. it will not withhold necessary or pertinent information required by the Company for customs or any statutory or necessary purpose and shall indemnify the Company from any claims, losses, penalties, damages, expenses and / or fines whatsoever incurred as a result of a breach of any undertaking by the Customer whether made negligently or otherwise;

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- 10.1.6. unless such services are rendered by the Company, the Customer warrants that Goods shall be appropriately prepared, packed, stowed, labelled and marked for transport having regard to the characteristics of the Goods;
- 10.1.7. where Goods are carried in or on containers, trailers, flats, railway wagons, tanks, igloos or any other unit load devices specifically constructed for the carriage of goods by land, sea or air ("Transport Unit") then, unless the Company has been given and accepted specific instructions to load the Transport Unit, the Customer warrants –
- 10.1.7.1. that the Transport Unit has been properly and competently loaded;
- 10.1.7.2. that the Goods involved are suitable for carriage in or on the Transport Unit;  
and
- 10.1.7.3. that the Transport Unit itself is in a suitable condition to carry the Goods loaded therein and complied with all relevant transport authorities and carriers.

## 11. RECOVERY OF DEBTS DUE TO THE COMPANY

The Company shall be entitled to recover any amounts due to it by the Customer, including but not limited to any expenses or disbursements incurred by the Company on behalf of the Customer or in order to render the Services to the Customer.

## 12. COMPANY ENTITLED TO ACT AS AGENT OR PRINCIPLE IN CONTRACTING

- 12.1. Unless otherwise agreed in writing, in rendering the Services, the Company may, in its sole discretion act as agent or principal of the Customer.
- 12.2. The Customer acknowledges and agrees that:
- 12.2.1. any contract concluded by the Company as agent or principal on behalf of the Customer with any third party shall be deemed a contract concluded between the Customer and such third party;
- 12.2.2. the Company may conclude any contract it reasonably deems necessary to render the Services, including inter alia, contracts for the –
- 12.2.2.1. carriage of the Goods by any route, means or person;

- 12.2.2.2. storage, packing, transport, shipping, loading, unloading, and / or handling of the Goods by any person at any place whether on shore, afloat and for any length of time required; and
- 12.2.2.3. carriage of the Goods in break – bulk form in or on any Transport Unit or with or without other goods of whatsoever nature.

### 13. SUBCONTRACTING

- 13.1. The Company shall be entitled, in its sole discretion, to render the Services itself or by employing the services of a third party to do so on such conditions as may be stipulated by, negotiated, or agreed with such third party.
- 13.2. The Customer acknowledges and agrees that:
  - 13.2.1. the timeous and effective delivery of the Services may warrant the appointment of a third party and agrees to such appointment;
  - 13.2.2. the Company shall have no responsibility or liability to the Customer for the acts or omissions of such third party, even though the Company may be responsible for the payment of such third party's charges;
  - 13.2.3. the Company shall be authorised to act on behalf of the Customer against any third party and the Customer shall indemnify the Company against all costs (including attorney and client costs) which it may incur or which may be awarded against the Company.

### 14. TERMS AND CONDITIONS OF AGENTS AND SUBCONTRACTING

Notwithstanding anything to the contrary contained herein, the Customer agrees that all Services shall be rendered by the Company in accordance with these T&C's whether or not inconsistent with any terms and conditions stipulated by any carriers, warehousemen, government departments and other parties into whose possession or custody the Goods may pass, or subject to whose authority they may be.

### 15. GOODS REQUIRING SPECIAL ARRANGEMENTS

Except on application in writing and such special arrangements or terms as the Company may stipulate, the Company will not accept or deal with and the Services will not be rendered in relation to bullion, coins, precious stones, jewellery, valuables, antiques, pictures or paintings, human remains, livestock or plants.

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## 16. GOODS REQUIRING PRIOR CONSENT ('HIGH RISK GOODS')

- 16.1. The Customer shall obtain in advance the Company's specific written consent for the acceptance in the possession or control of the Company, its agents or subcontractors, any Goods considered by the Company to be high – risk, dangerous, flammable, hazardous or noxious or which by their nature may lead to injury, death, contamination, or in any other way adversely affect any person, goods, property or which may harbour or attract vermin or pests ("High – Risk Goods").
- 16.2. The Customer warrants that all High – Risk Goods or the case, crate, box, drum canister, tank, flat, pallet or package or other holder or covering containing such goods will comply with all applicable laws, regulations and / or requirements and will be properly and clearly marked.
- 16.3. In the event that the Company is required to procure any specialised or safe packaging for the transportation of High – Risk Goods, the Customer shall be responsible for payment to the Company of all costs associated with the procurement and / or handling of such packaging.
- 16.4. If any High – Risk Goods are delivered to the Company without the Customer obtaining the Company's advance consent in terms of clause 17.1, the Company may in its sole discretion, having regard to the risk to other goods, property, life or health, destroy, dispose of or abandon the Goods and / or take steps to render the Goods harmless, at the expense of the Customer and the Company shall not be liable for any compensation to the Customer or any other party in relation to such Goods and shall be entitled to recover from the Customer all costs associated with the disposal, destruction or abandonment of such Goods. The Customer specifically acknowledges and agrees to indemnify and hold the Company harmless against any loss, claim or damages in relation to dealing with the High – Risk Goods.

## 17. COMPANY'S RIGHT TO DISPOSE OF GOODS

- 17.1. The Company shall have the right, at the Customer's expense, to sell or dispose of any Goods in its custody or control (whether perishable or otherwise), on notice to the Customer if:
- 17.1.1. the Goods have begun or are likely to deteriorate, whether in condition or value;
  - 17.1.2. the Goods are insufficiently addressed or marked;
  - 17.1.3. the Customer or Owner to whom the Goods belong cannot be identified; and
  - 17.1.4. the Goods have not been collected by the Customer or any other person after expiration of 30 (Thirty) days from the date the Company notified the Customer in writing to collect or accept the Goods, subject thereto that, if the Company has no address for the Customer, such notice period shall not be necessary, and

the Customer acknowledges and agrees that payment or tender of the net proceeds of the sale of the Goods, after deduction of all charges and expenses incurred by the Company, shall be deemed to be delivery of such Goods to the Customer.

17.2. In the event that any amount owing by the Customer to the Company in terms of charges or expenses incurred by the Company as referred to in clause 17.1:

17.2.1. remain unpaid, the Company shall be entitled and is hereby authorized by the Customer to, without first obtaining an order of Court, sell the Goods on public auction on notice to the Customer of 14 (Fourteen) days and, the net proceeds of such sale after the deduction of all costs, charges and expenses incurred by the Company, shall be applied in reduction or discharge of the Customer's obligations to the Company without prejudice to the Company's right to recover from the Customer any balance which remains owing to the Company;

17.2.2. be discharged and the proceeds of such sale exceed the amount of the Customer's obligations to the Company in respect of such Goods, the Company shall be obliged to refund such excess to the Customer.

## 18. ACCEPTANCE OF DELIVERY

18.1. If any Goods delivered are not accepted by the Customer, consignee or party nominated for delivery by the Customer the Company:

18.1.1. shall be entitled to store the Goods or any part thereof at no risk to the Company and at the Customer's expense; and

18.1.2. may in its discretion apply the provisions of clause 17.

## 19. WAREHOUSING

19.1. Where necessary, the Company may at its discretion, cause the Goods to be warehoused or held at any place at the Customer's expense including but not limited to a container depot.

19.2. The Customer acknowledges and agrees that, if the Company is required to warehouse any Goods on direction of a Court Order or legal authority such as the South African Police force or South African Revenue Service, the costs associated with such warehousing of the Goods shall be payable by the Customer.



## 20. COLLECTION OF GOODS ON BEHALF OF CUSTOMER

- 20.1. The Company shall be under no obligation to accept any instruction by the Customer in terms whereof the Company shall be required to collect freight, duties, charges or other expenses from the consignee or any other person.
- 20.2. In the event that the Company accepts any instruction including the collection of freight, duties, charges or other expenses from the consignee:
- 20.2.1. the Customer shall be and remain liable for payment of all such costs and / or expenses not paid by the consignee; and
- 20.2.2. the Company shall be entitled to assume that the recipient will effect payment and will not be liable for any negotiable instrument not met on the due date for payment.

## 21. EXAMINATION OF GOODS

- 21.1. Where the Company is required to procure any Manufactured Goods, the Customer shall be required, at its cost to procure such technical advice to confirm that the goods procured meet the Customer's specifications and the Customer specifically acknowledges that the Company does not possess such technical expertise and shall not be liable for any division in the specifications provided to any manufacturer and the Manufactured Goods.
- 21.2. The Company will not be required to examine or count any Goods received where such Goods are bundled, palletized or packed in a manner such that their number cannot be quickly and easily counted. Should the Company undertake to count any Goods received, it shall not incur any liability in respect of any error or inaccuracy in such counting whether caused by negligence or otherwise and the Company shall be entitled to charge a fee for such services.

## 22. DUTIES, TAXES, IMPOSTS, LEVIES AND DEPOSITS

- 22.1. The Customer, shall be liable for any duties, taxes, imposts, levies, deposits or out-lays of whatsoever nature levied by or payable to the authorities, intermediaries or other parties at any port or place or in connection with the Goods and whether at the time of entry and / or at any subsequent time and for any payments, fines, penalties, expenses, loss or damage or whatsoever incurred or sustained by the Company in connection therewith or arising therefrom.
- 22.2. The Company shall bear no liability in consequence of the fact that there may be a change in the rate of duty, wharfage, freight, railage or cartage or any other tariff, before or after the performance

by the Company of any act involving a less favourable rate or tariff or by virtue of the fact that a saving might have been effected in some other way had any act been performed at a different time.

## 23. RECOVERY OF DUTIES INCORRECTLY PAID

23.1. Where as a result of any act or omission by or on behalf or at the instance of the Company and whether or not such act or omission was negligent, any duty, tax, levy, railage, wharfage, freight, cartage or any other impost or charge has been paid or levied in an incorrect amount, then any responsibility or liability to the Customer which the Company may otherwise have will cease and fall away if the customer does not:

23.1.1. within a reasonable time having regard to all the circumstances, and in particular to the time allowed for the recovery from the payee of the amount overpaid, advise the Company that an incorrect amount has been paid or levied, and

23.1.2. do all such acts as are necessary to enable the Company to effect recovery of the amount incorrectly paid.

The fact that the Customer may not be aware that any such incorrect payment has been made shall not constitute a circumstance to be taken into account in calculating what is a reasonable time for the purpose of clause 24.1. Should any act or omission by the Customer, whether or not such act or omission was due to ignorance on the part of the Customer, and whether or not such ignorance was reasonable or justified in the circumstances, prejudice the Company's right of recovery, the Customer shall be deemed not to have complied with the provisions of clauses 24.1 and 24.2.

## 24. INVOICING AND PAYMENT

24.1. Unless otherwise specifically agreed in writing, the Customer shall make payment to the Company of all amounts due in terms of invoices provided by the Company to the Customer by electronic funds transfer (EFT) without deduction, set-off or exchange and payments shall not be withheld or deferred on account of any claim or counterclaim which the Customer may allege.

24.2. All amounts due by the Customer to the Company shall be paid within the payment terms agreed with the Customer which shall be recorded in a payment / credit arrangement recording such payment terms.

24.3. The Customer acknowledges and agrees that payment of the Company's invoices shall be and remain due and undertakes to make timeous payment of all amounts due to the Company notwithstanding any delays experienced in the rendering of the Services which are not due to any

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fault of the Company which shall include but not be limited to customs delays, general shipping delays, manufacturing and / or transport delays of any nature whatsoever.

- 24.4. All and any moneys received by the Company from the Customer shall be appropriated by the Company in its sole and absolute discretion in respect of any undisputed indebtedness owing by the Customer to the Company, notwithstanding that the Customer might when making payment, seek to appropriate the payment so made to any particular debt or portion of a debt.

## 25. QUOTATIONS: NO CLAIMS AGAINST COMPANY DIRECTORS AND EMPLOYEES

- 25.1. The Customer acknowledges and agrees that it shall be solely responsible to verify and confirm the correctness of any quotation provided by the Company specifically in relation to the specifications of Goods and arrangements for freight including Incoterms.
- 25.2. The Company shall be entitled at any time by notice to the Customer to cancel or resile from any quotation or executory agreement in circumstances where it becomes impracticable or uneconomical for the Company to carry out the contract at the quoted rate and the Customer shall have no claim whatsoever against the Company for any loss that the Customer might incur as a result of the Company cancelling or resiling from the quotation or executory agreement.
- 25.3. Without in any way limiting the provisions of clause 26.1 all quotations and agreements are subject to revision without notice having regard to changes in currency exchange rates and upward movements in amounts payable by or on behalf of or at the instance of the company to third parties including, without limitation, freight surcharges, insurance premiums, equipment rental and labour which charges, and upward movements take place after quotation. Any revision to rates as aforesaid will be commensurate with the change in the currency exchange rate or the increase in such amounts payable. Any such increase shall, failing agreement between the parties, be determined by the then auditors of the company or any other auditors nominated by the company, who in such determination shall act as experts and not as arbitrators and whose decision shall be final and binding on the parties.

## 26. NO CLAIM AGAINST COMPANY DIRECTORS OR EMPLOYEES

The Customer undertakes that no claims shall be made against any director, servant or employee of the company which imposes or attempts to impose upon him any liability in connection with the rendering of any Services and / or supply of the Goods as the case may be, which are the subject of these trading terms and conditions and hereby waive all and any such claims.

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## 27. CUSTOMER'S ORAL INSTRUCTIONS

- 27.1. All instructions by the Customer to the Company shall be in writing and signed by the Customer or its duly authorized representative and instructions provided by Email or WhatsApp shall be deemed to comply with this requirement.
- 27.2. The Customer's instructions to the company shall be precise, clear and comprehensive and in particular, but without limitation, shall cover any valuation or determination issued by the Customs in respect of any Goods to be dealt with by or on behalf of or at the request of the Company. Instructions given by the Customer shall be recognised by the Company as valid only if timeously given specifically in relation to a particular matter in question.
- 27.3. Oral instructions, standing or general instructions or instructions given later, even if received by the Company without comment, shall not in any way be binding upon the Company, but the Company may act thereupon in the exercise of its absolute discretion.

## 28. VARIATION OF THESE TERMS AND CONDITIONS

No variation of these trading terms and conditions shall be binding on the Company unless embodied in a written document signed by a duly authorised director of the Company. Any purported variation or alteration of these trading terms and conditions otherwise than as set out above shall be of no force and effect, whether such purported variation or alteration is written or oral or takes place before or after receipt of these standard trading terms and conditions by the Customer.

## 29. NON – WAIVER

No extension of time or waiver or relaxation of any of the trading terms and conditions shall operate as an estoppel against any party in respect of its rights under these trading terms and conditions, nor shall it operate so as to preclude such party thereafter from exercising its rights strictly in accordance with these trading terms and conditions.

## 30. BENEFIT OF DISCOUNTS

The Company is entitled to the benefits of any discounts obtained and to retain and be paid all brokerages, commissions, allowances and other remunerations of whatsoever nature and kind and shall not be obliged to disclose or account to the customer, or principal for any such amounts received or receivable by it.

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## 31. LIEN

- 31.1. All goods and documents relating to Goods including bills of lading and import permits, as well as all refunds, repayments, claims and other recoveries, shall be subject to a special and general lien and pledge either for moneys due in respect of such Goods or for other moneys due to the Company from the Customer, sender, owner, consignee, importer or the holder of the bill of lading or their agents, if any.
- 31.2. If any moneys due to the Company are not paid within the agreed period for payment referenced in clause 24.2, after reasonable notice of no less than 14 (Fourteen) days has been given to the person from whom the moneys are due that such goods or documents are being detained, they may be sold by auction or otherwise or in some other way disposed of for value at the sole discretion of the Company and at the expense of such person, and the net proceeds applied in or towards satisfaction of the indebtedness.

## 32. INDEMNITY

- 32.1. In the event that any Transport Unit arranged by the Company for the carriage or transport of Goods:
- 32.1.1. is defective, or damaged in any way causing damage to the Goods, the Customer shall have no claim against the Company and indemnifies the Company against any loss or damage; and
- 32.1.2. is damaged by the Goods or as a result of the carriage or transport thereof in or on the Transport Unit, the Customer indemnifies and shall hold the Company harmless against any claim by the owner of the Transport Unit in question.
- 32.2. Without prejudice to any of the Company's rights and securities under these trading terms and conditions, the Customer indemnifies and holds harmless the Company against all liabilities, damages, costs and expenses whatsoever incurred:
- 32.2.1. to any haulier, carrier, warehouseman or other person whatsoever at any time involved with such Goods arising out of any claim made directly or indirectly against any such person by the customer or by any consignor, consignee or owner of such goods or by any person having an interest in such Goods or by any other person whatsoever; and/or

- 32.2.2. to any owner or consignee of such goods who is not the Customer of the Company where the Company performs the service of a deconsolidation agent, or any other service; and/or
- 32.2.3. to any carrier of the Goods if the Company is the consignor or consignee of the goods; and/or
- 32.2.4. in respect of any goods referred to in clauses 16 or 17.

### 33. LIMITATION OF LIABILITY

33.1. Subject to the provisions of clause 34.2 and clause 35, the Company shall not be liable for any claim of whatsoever nature (whether in contract or in delict) and whether for damages or otherwise, howsoever arising including but without limiting the generality of the aforesaid:

- 33.1.1. any negligent act or omission or statement by the Company or its servants, agents or nominees; and/or
- 33.1.2. any act or omission of the Customer or agent of the Customer with whom the Company deals; and/or
- 33.1.3. any loss, damage or expense arising from or in any way connected with the marking, labelling, numbering, non-delivery or mis-delivery of any Goods; and/or
- 33.1.4. any loss, damage or expense arising from or in any way connected with the weight, measurements, contents, quality, inherent vice, defect or description of the Goods; and/or
- 33.1.5. any loss, damage or expense arising from or in any way connected with any circumstance, cause or event beyond the reasonable control of the Company, including but without limiting the generality of the aforesaid, strike, lock-out, stoppage or restraint of labour; and/or
- 33.1.6. damages arising from loss of market or attributable to delay in forwarding or in transit or failure to carry out any instructions given to the Company; and/or
- 33.1.7. loss or non- delivery of any separate package forming part of a consignment or for loss from a package or an unpacked consignment or for damage or mis-delivery; and/or
- 33.1.8. damage or injury suffered by the Customer or any person whatsoever arising out of any cause whatsoever as a result of the Company's execution or attempted execution of its obligations to the Customer and/or the Customer's requirements or mandate; unless –
  - 33.1.8.1. such claim arises from a grossly negligent act or omission on the part of the company or its servants; and

33.1.8.2. such claim arises at a time when the goods in question are in the actual custody of the Company and under its actual control.

33.2. Notwithstanding anything to the contrary contained in these trading terms and conditions, the Company shall not be liable for any indirect and consequential loss arising from any act or omission or statement by the Company, its agents, servants or nominees, whether negligent or otherwise.

#### 34. MONEYTARY LIMITATION OF LIABILITY

34.1. In the instances where the Company is liable to the Customer in terms of clause 34, the Company's liability shall be limited and shall not exceed:

- 34.1.1. the value of the Goods evidenced by the relevant documentation or declared by the Customer for Customs purposes or for any purpose connected with their transportation;
- 34.1.2. the value of the Goods declared for insurance purposes;
- 34.1.3. the amount of the fees raised by the Company for its services in connection with the Goods, but excluding any amount payable to sub- contractors, agents and third parties,

whichever of those amounts is the lesser.

34.2. If it is desired that the liability of the Company in in terms of clause 35.1 should not be governed by the limits specified written notice thereof must be received by the Company before any goods or documents are entrusted to or delivered to or into the control of the Company (or its agents or sub-contractors), together with a statement of the value of the Goods. Upon receipt of such notice the Company may in the exercise of its absolute discretion agree in writing to its liability being increased to a maximum amount equivalent to the amount stated in the notice, in which case it will be entitled to effect special insurance to cover its maximum liability and the party giving the notice shall be deemed, by so doing, to have agreed and undertaken to pay the Company the amount of the premium payable by the company for such insurance. If the company does not so agree the limits referred to in clause 35.1 shall apply.

#### 35. GENERAL AVERAGE

The customer indemnifies and holds harmless the Company in respect of any claims of a general average nature which may be made against the Company and the Customer shall provide such security as may be required by the Company in this connection.

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Address:	Unit 2, Dube Tradehouse 2 Mzimkhulu Drive, Dube Tradeport, La Mercy, 4399, South Africa	Phone or WhatsApp:	+27 72 915 4859
		Email:	<a href="mailto:info@globalstride.co.za">info@globalstride.co.za</a> <a href="mailto:jarrod@globalstride.co.za">jarrod@globalstride.co.za</a>

### 36. BREACH

Should either party (the defaulting party) commit a breach of any provision of this Agreement and fail to remedy such breach within 5 (Five) Business Days after receiving written notice from the other party (the aggrieved party) requiring the defaulting party to do so, then the aggrieved party shall be entitled, without prejudice to its other rights in law, either to claim specific performance of all of the defaulting party's obligations whether or not due for performance or cancel this Agreement, without prejudice to the aggrieved party's right to claim damages.

### 37. WARRANTIES AND REPRESENTATIONS BY THE COMPANY

- 37.1. The Company makes no warranties and representations to the Customer save as may be specifically provided herein or as notified in writing by the Company to the Customer from time to time. The Customer acknowledges that the Company is not in any way bound by any oral statement, representation, guarantee, promise, undertaking, inducement or otherwise which may have been made at any time by any salesman, employee, representative or any person acting or purporting to act for or on behalf of the company, whether negligently or otherwise unless such statements, representations, guarantees, promises, undertakings, warranties or inducements are supplied or made in writing by an employee duly authorised by written resolution of the board of directors of the Company in response to a written enquiry specifying accurately and incomplete detail what information is required.
- 37.2. All warranties and / or guarantees provided by any manufacturer of goods and / or original equipment manufacturer ("OEM") shall apply as between the OEM and the Customer as the end user of such Goods and the Customer acknowledges that it shall have no claim against the Company to underwrite such terms.
- 37.3. The Company makes no representation and provides no warranty that any warranty or guarantee of an OEM shall be valid and / or enforceable in the Customer's jurisdiction and that such Goods may be deemed to be "grey goods".

### 38. DISPUTES

- 38.1. Should there be any dispute of any nature whatsoever between the parties in regard to any aspect, matter or thing relating to these trading terms and conditions and whether or not the Company has executed its obligations in terms of any agreement it has with the Customer, then and in such event the Customer shall nevertheless be obliged to perform its obligations in terms of any such agreement as though the Company had performed properly and to the customer's satisfaction.

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- 38.2. The Customer's remedy, having performed its obligations as provided in clause 39.1, shall be limited to an action against the Company for repayment of either the whole or portion of the amount which the customer alleges, constitutes an overpayment.
- 38.3. Without affecting the generality of clauses 39.1 and 39.2 the Customer shall not be entitled to withhold payment of any amounts, by reason of any dispute with the Company, whether in relation to the Company's performance in terms of any agreement, or lack of performance or otherwise, after which payment the Customer's rights of action against the Company in terms of this clause can be enforced. Until such payment is made, any rights that the Customer may have, shall be deemed not yet to have arisen and it is only the payment to the Company which releases such rights and makes them available to the Customer in respect of any claim that he may have against the company.
- 38.4. In any dispute between the Company and the Customer the Company shall be deemed to have performed its obligations in a proper and workmanlike manner and strictly in accordance with any agreement between it and the customer, until such time as the customer proves the contrary.

### 39. SEVERABILITY

- 39.1. The provisions of this Agreement are severable from each other irrespective of the layout, headings or other aspects relating to the drafting thereof, and the Parties acknowledge that:
- 39.1.1. any provision which is or may be unenforceable for any shall, only in the jurisdiction where it has been determined to be unenforceable and only to the extent that it is so unenforceable, be treated as pro non scripto; and
- 39.1.2. the remaining provisions of this Agreement shall be and remain of full force and effect; and
- 39.1.3. it is their intention to execute this Agreement without the unenforceable provision as if they were aware of its unenforceability at the time the Agreement was concluded.

### 40. THE PROTECTION OF PERSONAL INFORMATION ACT (POPIA)

- 40.1. The parties hereto agree that, to the degree that both parties process each other's personal information as defined by the POPIA, and arising out of their relationship with one another, they will adhere to all rights and responsibilities as contained in the POPIA and any privacy laws applicable.
- 40.2. In the event of an unauthorised, unlawful and/or unintended processing, accessing and/or acquiring of either party's personal information by an unauthorised third party, or where there are reasonable

grounds to believe that a party's personal information has been processed, accessed and/or acquired by an unauthorised third party, each party will immediately, or as soon as reasonably possible, notify the other party and the Information Regulator thereof in writing and co-operate with all reasonable requests to investigate and remedy such an incident as soon as reasonably possible.

40.3. The Customer acknowledges that it has read and considered the Company's data privacy policy.

#### 41. APPLICABLE LAW AND JURISDICTION

41.1. This Agreement be governed by and construed in accordance with the laws of the Republic of South Africa.

41.2. The Parties hereby consent and submit to the non – exclusive jurisdiction of the Kwazulu – Natal High Court of the Republic of South Africa in any dispute arising from or in connection with this Agreement.

41.3. In the event of a conflict between any Law and a provision of these T&C's, then in such event the conflicting provision shall be deemed to be amended and / or altered to confirm with such Law and such amendment or alteration shall not affect the remainder of these T&C's.