

Standard terms and conditions :BIXPRESS PTY LTD

All the parties to this agreement herewith and henceforth agrees as follows:

1. Pre-Amble

1.1 BIXPRESS (Pty) Ltd herewith informs the consumer that it is in the process of registering, alternative is a registered credit provider with the National Credit Regulator in terms of the National Credit Act 34 of 2005 read with the National Credit Regulations of 2006; and

1.1.1 that all of its credit agreements (credit limit facilities) are strictly managed in accordance with the aforementioned legislation, and

1.1.2 that B.I XPRESS strives to develop and uphold consumer credit rights as guided and enforced by the said legislation.

1.2 B.I XPRESS furthermore also herewith informs the consumer that in terms of the Consumer Protection Act 68 of 2008 read with the Consumer Protection Regulations of 2011 it renders 'services' to its clients (consumers), and

1.2.1 that its service rendering is in strict compliance with the aforementioned legislation, and

1.2.2 that B.I XPRESS strives to develop and uphold all consumer rights as guided and enforced by the said legislation.

2. Interpretation in compliance with section 22 of the CPA 68 of 2008

2.1 Unless the context otherwise requires:

2.1.1 the Company shall mean 'BIXPRESS (Pty) Ltd and shall include any agent, sub-agent, independent contractor, holding/subsidiary/affiliate or associate company of the company;

2.1.2 the goods shall include any envelope, container, package, pouch, box or covering in which the goods to be consigned are contained;

2.1.3 the Sender shall include the owner of the goods, the consignee and any person who has any interest in such goods or their receipt (whether contingent or otherwise);

2.2 For purposes of this agreement, unless the context clearly requires otherwise:

2.2.1 the singular includes the plural and vice versa;

2.2.2 a reference to any one gender, whether masculine, feminine or neuter, includes a reference to the other two genders;

2.2.3 the headings in this agreement are for convenience only and are not to be taken into account when interpreting the agreement;

2.2.4 a natural person shall import and include artificial persons (juristic persons) and vice versa;

2.3 'Service' will mean the work performed by B.I XPRESS for the direct or indirect benefit of its client (consumer);

2.4 'Credit Limit' will mean a credit facility that meets the all the criteria as set out in section 8(3) of the National Credit Act 34 of 2005.

2.5 For the purposes of this agreement in terms of legislation the following:

2.5.1 NCA will mean the National Credit Act 34 of 2005, and

2.5.2 NCR will mean the National Credit Regulations of 2006, and

2.5.3 CPA will mean the Consumer Protection Act 68 of 2008, and

2.5.4 CPR will mean the Consumer Protection Regulations of 2011.

2.6 'Consumer' will mean 'Sender' and 'Client' and vice versa regarding all three terminologies.

2.7 'Lien' in this agreement means the right of the Company to keep possession of the property belonging to the Sender until the Sender's debt to the Company has been discharged.

2.8 'Pledge' in this agreement means the property given by the Sender to the Company, which is also to serve as security for the fulfilment of this here-said agreement as well as for payment of the debt to the Company, which is then liable to forfeiture in the event of breach of the aforementioned by the Sender.

2.9 'rem suam' means irrevocable and irreversible.

2.10 'domicili citandi executandi' means address of service.

2.11 'estoppel' means the principle which precludes a person from asserting something contrary to what is implied by a previous action or statement of that person or by a previous pertinent judicial determination on the foundation of this here-said agreement.

3. Strict Liability

3.1 The Company herewith undertakes itself or by its agents or subcontractors to convey the goods to the consignee.

3.2 It is also agreed by all parties to here-said agreement that the Company contracts on the basis that it is not a common or public carrier and further on the basis that it is not to be treated as a Bailee or depository.

3.3 Under no circumstances shall any strict liability attach to the Company except such liabilities as set out in the CPA sections 48(1) (c) (iii), 51(1) (c) and 113 read with the CPR 44(3) (d).

4. Conditions of Service Rendering

4.1 All business (including the giving of advice or information to, or any other dealings with the Sender) is undertaken by the Company (whether a fee is charged or not), subject to these conditions as well as to the conditions appearing on the reverse side of notwithstanding any representations

4.2 All goods accepted by the Company are dealt with subject to the conditions stipulated by carries, warehousemen, Government Departments and all other parties into whose possession or custody the goods may pass, or subject to whose authority they may at any time be.

4.3 This contract shall become binding on all parties to this here-said agreement upon the signature of this here-said agreement alternative upon the signature on the front and back of the Company's House Airway bill by the Sender, which also contains these precise Standard Trading Conditions, when delivering the goods to the Company, subject to clause 4.4.

4.4 The contract however in terms of becoming binding to all the parties thereto as set out under clause 4.3, will rest on the suspensive condition that such binding will only become effective on the date and time when the contract to forward the goods is accepted by the Company.

5. Warranties

5.1 If any goods are tendered to the company which would constitute a breach of any of the warranties (whether with or without its consent) the Company, in addition to its rights under the common law and the CPA may deal with the goods (which may conclude the destruction thereof) as it deems fit, without liability to the Sender, without prejudice to its right to recover its charges and/or expenses, including those incurred in dealings as aforesaid, notwithstanding that it may have acted or failed to act negligently, the Sender warrants that:

5.1.1 they has duly supplied on the face of the Company's Airway bill all particulars necessary to comply with applicable laws and rulings or requirements of the Company or any carrier including the nature of the goods;

5.1.2 all the particulars on the face of the Company's Airway bill are true and correct in all respects for customs, insurance and (without limitation to the foregoing categories) any other purposes;

5.1.3 unless specifically arranged with and duly authorized in writing by the Board of Directors of the Company, whether or not expressly otherwise stated on the face of the Company's House Airway bill, none of the goods are or may become dangerous, inflammable, radioactive, perishable, noxious or fall within any category of goods listed in the hazardous cargo manual issued from time to time by the International Air Transport Association (IATA) which guidelines are available on www.iata.org, nor are any such goods by their nature likely or liable to harbour vermin or pests or cause injury or damage to any person, goods or property whatsoever, nor will the goods (or any parts thereof) comprise livestock, Persian carpets, perishable and/or frozen food stuffs, household goods, or personal effects, explosives, arms and ammunition, precious metals and stones, bullion, specie, money and jewellery, antiques and works of art, motor vehicles, liquor, wine and cigarettes, and the consumer hereby acknowledges that he/she/it has taken cognisance of the requirements and liabilities accordingly as set out within the CPA sections 53(1)(c) and (d), 58(2), 61 and 65(2) and with specific reference to section 18 of the CPA dealing with gross negligence on the side of the consumer;

5.1.4 the goods have been properly and sufficiently packed and/or prepared for carriages. The Company shall not be liable for any scratching, chipping, denting or marring of the goods, or for mechanical, electrical or electronic derangement unless it is caused by visible violent external means and also taking into regard the CPA section 51.

5.2 The Sender shall be obliged to give any instructions to the Company timeously and in writing in order to afford the Company reasonable opportunity of complying with any such instructions, but the Company shall be entitled, but not obliged to act on oral instructions alone. If there is a conflict between oral and written instructions, the Company shall determine the course to be adopted in its sole discretion, having regard to the Sender's known requirements, if any. Notwithstanding that the Company may purport or attempt to act on any instructions, no liability shall attach to the Company for a failure (whether negligent or otherwise) to comply with or perform such instructions. The Company will be entitled to recover its charges and/or expenses including those incurred in acting in terms hereof. The company herewith confirms that any such unilateral decisions within its sole discretion would be taken bearing in mind the CPA section 48(2)(a) read with the CPR regulation 44(3)(i) and (4)(c)(iv), when and if applicable.

5.3 The Company reserves the right to inspect the goods consigned at any time and for this purpose shall be entitled to unwrap or open the goods.

5.4 The whole of clause 5 must be interpreted in terms of and in adherence with the CPA sections 48(1) (c) (iii), 51(1) (c) and 113 read with the CPR 44(3) (d) dealing with warranties in terms of liabilities.

6. Third Parties (Use, liabilities and costs)

6.1 The Sender hereby irrevocably and in rem suam authorizes the Company to appoint such third parties as the Company may consider necessary for the purpose of procuring the forwarding of the goods to their destination on such conditions as may be stipulated by such third parties, but by which the Sender agrees to be bound (and, in this regard, if the premiums, rates or charges or the extent of liability of such third parties depends on the value declared, the nature of the declaration shall be determined, in the absence of written instructions by the Company in its sole discretion), and

6.1.1 in the case of International Forwarding, to disburse such amounts on behalf of the Sender as may be agreed with such third party with the Company within its sole discretion. The Company shall be entitled in addition to its charges, to recover such amounts disbursed from time to time, from the Sender. The Company shall not be liable to the Sender in respect of any additional charges incurred on behalf of the Sender by reason of the means, route or procedure adopted by the Company (whether negligently or otherwise) or by reason of the fact that a saving might have been effected had some other means, route or procedure been adopted but shall be entitled to recover any such additional charges from the Sender, taking into regard that the Company at all times will adhere to the consumer's right to fair and honest dealings as set out in Part F of the CPA;

6.1.2 in the case of Domestic Forwarding, the Sender shall be liable only for the Company's charges, it being agreed that the amount and rate of payment of disbursements by the Company to such third parties shall be of no concern to the Sender, who shall not be entitled to sign any of the documents relating thereto;

6.1.3 in all cases where there is a choice of tariff rates or premiums offered by carries, warehousemen, underwriters or any other person, it shall be in the entire discretion of the Company as to what declaration, if any, shall be made and what liability, if any, shall be imposed on the carrier, warehousemen, underwriter or any other person, unless express instructions in writing are timeously given by the Sender;

6.1.4 the Company shall be under no obligation to make any declaration to, or to seek any special protection or cover from the South African Transport Services in respect of any goods falling within the definition of that body:

6.1.4.1 of dangerous or hazardous goods, or

6.1.4.2 of goods liable to be stored in the open, except to the extent as required by the CPA or any other applicable legislation within the borders of South Africa, such obligation only being applicable as based on the information of the said goods made available to the Company.

6.2 The Sender agrees that the Company shall have no responsibility or liability to the Sender:

6.2.1 for any act or omission on the part of any third party (whether negligent or not), nor shall the Company be obliged to take any action against such third parties;

6.2.2 for any loss, destruction, damage or expense caused by delay in delivering or arising from the use of any weapon of war employing atomic or nuclear fission and/or other like reaction of radio force or matter or caused by political confiscation, seizure appropriation, expropriation, deprivation, requisition of title or destruction by or under the order of any government (whether civil, military or de facto and/or other official(s));

6.2.3 for any loss or damage arising from or caused by earthquake, tremor, volcanic eruption, war invasion, act of foreign enemy, hostilities, or warlike operations (whether war be declared or not), civil war, mutiny, rebellion, revolution, military or usurped power, or sacking or pillage in connection therewith.

6.3 The Company shall have no obligation to take any action in respect of any goods which may be recognisable as belonging to the Sender, unless it has received suitable instructions relating to such goods together with all the necessary documents and, in particular the Company shall not be obliged to notify the Sender of the existence or whereabouts of the goods or to examine them or to take any steps for their identification, protection or preservation or for the preservation of any claim by the Sender or any other party against the carrier, insurer or any third party.

6.4 Subject to express instructions in writing given by the Sender, the Company reserves to itself complete freedom in respect of means, route and procedure to be followed in the handling and transportation of goods in particular the use of the term 'courier' in the description of services does not, unless specifically otherwise stated, imply that goods will be accompanied by an individual at any or all stages of transit.

6.5 In the above whole of clause 6, any references to the following terms and terminologies must be interpreted in terms of the following:

6.5.1 'sole discretion' in adherence to the CPA section 48(2) (a) read with the CPR regulation 44(3) (i) and (4) (c) (iv), when and if applicable;

6.5.2 'liabilities' in adherence to the CPA sections 48(1) (c) (iii), 49, 51(1) (c) and 113 read with the CPR 44(3) (d) when and if applicable;

6.5.3 'negligence' in adherence to the CPA section 51(1) (c) (i) to (iii), when and if applicable;

6.5.4 'third parties' where the consumer indemnified the service provider against liability for the actions or omissions of third parties in adherence of the CPR regulation 44(3) (e).

7. Insurance

7.1 The Company shall not be obliged to effect insurance of the goods consigned, notwithstanding that the Sender request the Company to insure the goods and tenders to pay the Company a charge therefore and the Company agrees to the foregoing. If the Company does not, for any reason, insure the goods, or if, having insured the goods, and the relevant insurer does not for any reason pay any amount under the relevant insurance policy or pay an amount less than the amount claimed, then the Company shall be liable to the Sender in any manner other than for repayment of any charge made for such insurance, less any amount paid by the insurer.

8. Discrepancy of Goods

If it is necessary for any examination to be held or other action to be taken by the Company in respect of any discrepancy in the goods which are landed from any vessel, aircraft, vehicle or container, no responsibility shall attach to the Company for any failure (whether negligent or otherwise) to hold such examination or take any other action, where such said negligence and indemnification will adhere to the requirements of the CPA section 51(1)(c)(i) to (iii), regarding the actions or omissions of the Company.

8.1 All charges will be based on the weight and dimensions recorded at the depot of B.I.XPress Pty Ltd. The sender agrees to the acceptance of these charges when the collection is booked. All online or other quotations or estimates will be void if the measurements / weight provided t on the quote/ estimate differs from the actual measurements and weight. BIXPRESS Pty will have no obligation to inform the sender of these changes before shipping the goods to the destination. The sender will be responsible for all additional charges.

9. Forwarding, delivery and delivery times

9.1 Pending forwarding and delivery, the Company shall be entitled to warehouse or otherwise deal with the goods at any place at the Sender's sole risk and expense taking into regard the consumer's right to fair and honest dealings as set out in Part F of the CPA.

9.2 Unless agreed in writing by the Company to the contrary, any delivery times indicated by the Company or estimates of the times of delivery shall not bind the Company to effect at such times, with due regard to the CPA sections 19(2) and 41(3) (d) read with the CPR regulation 44(3) (p), specifically, but not limited to, reasonable time periods for performance.

10. Lien, Pledge and Address of Service

10.1 Without prejudice to any of its other rights, the Company shall have a lien over all the goods for its charge and expenses in connection with or as a result of or by reason of carrying out or exercising by the Company of its obligations or rights hereunder (including, but without limiting the foregoing) for the storage or sale or disposal of the goods and the compilation of any documents relating to the goods and any costs incurred on a client scale.

10.2 If any goods have not been collected or accepted by the consignee within a reasonable time after the tender thereof (and for the purpose thereof notification to the consignee of the fact that the goods are available for collection or that the Company is willing to deliver the goods, shall be deemed to be a good and sufficient tender):

10.2.1 the Company will notify the Sender at its domicilium citandi executandi and

10.2.2 after the expiration of ten (10) business days of the posting of that address of such written notice, and

10.2.3 unless the Sender shall give the Company instructions to redeliver the goods at the Sender's expense, the Company shall be entitled and authorized irrevocably and in rem suam to sell or dispose of the good and to retain from the proceedings, the charges, expenses and costs referred to in clause 12. Any balance shall be held by the Company on behalf of the Sender until collected by the Sender, and subject to any governing laws, specifically pertaining to section 65(2) of the CPA 68 of 2008.

10.3 In the case of perishable goods, the provisions of clause 10.2 shall apply mutatis mutandis, save that if the goods have begun or are likely to deteriorate, the Company need not await the expiry of the ten(10) business day period before selling or disposing of the goods.

10.4 The Company shall be entitled and the Sender hereby authorizes the Company to retain in rem suam and by way of pledge any goods delivered to the Company by the Sender, whether for forwarding or as security for the payment of any amounts or the discharge of any obligations owing by the Sender to the Company from time to time, and, which have been timeously paid or discharged by the Company. The Company shall further be entitled to sell any of the pledged goods in rem suam on such terms and conditions as the Company may deem fit, and, to retain so much of the proceeds of such sales as shall be sufficient to extinguish all amounts then owing by the Sender to the Company, provided that the Company shall not exercise its right to sell unless and until it shall have given the Sender seven (7) business days prior written notice of its intention to sell the pledged goods and, if the Sender fails within such period to pay his/her/its outstanding debt or discharge his/her/its outstanding obligations to the Company, the Company shall not incur any liability to the Sender for any loss or damage suffered by the Sender arising out of the operation of this clause.

11. Goods not delivered

The Sender shall bear the onus of proving that the goods were not delivered to the consignee or were not redelivered to the Sender or alternative consignee after the request therefore by the Sender. The Company however herewith undertakes to assist the Sender within the Company's ambit of obligations and service rendering accordingly, as guided within section 54 of the CPA 68 of 2008.

12. All-inclusive charges to be paid

Unless otherwise agreed, the Sender shall pay to the Company, the Company's charges laid down within its tariffs (or, in the absence thereof, the usual and reasonable charges) on the date on which the Company takes delivery of the goods for the purpose of procuring their forwarding to the consignee as well as the following:

12.1 the amount of any tax, duty or any other charge or any charge what-so-ever, imposed by any law, regulations or enactment of what-so-ever nature which comes into force after the date on which the Company takes delivery of the goods aforesaid;

12.2 any other additional costs of any nature what-so-ever arising due to factors beyond the control of the Company;

12.3 in the case of International Forwarding any disbursements paid or to be paid by the Company on behalf of the consignor or consignee.

13. Company benefits

The Company is entitled to any discounts obtained and to retain and be paid all brokerages, commissions, allowances and other remunerations of what-so-ever nature and kind and shall not be obliged to disclose or account to the Sender for any such remunerations received by it nor in the case of Domestic Forwarding shall the Company be obliged to pass on to the Sender the benefits of any reduced tariffs.

14. Payment for collections

If the Sender instructs the Company to collect freight, any duties, charges or other expenses from the consignee or any other person, and the Company agrees to such collection, the Sender shall be responsible for the payment thereof on demand if such duties, charges and/or expenses are not paid to the Company by such consignee or other person, immediately when due.

15. Payments

Any amounts payable by the Sender to the Company shall be paid at the Company's offices (or at such address as the Company may notify the Sender in writing) in cash, without deductions or set-off:

15.1 within 30 days after date of statement in respect of those Senders to whom the Company has previously agreed to grant credit;

15.2 In all other cases, on demand;

15.3 but taking into regard that all VAT and Duty charges whatsoever, must be paid by the sender within 7 business days of the date of invoice thereof.

16. Strict payment compliance policy

The Company shall be entitled to payment of any charge, disbursement or any other amount due to it, notwithstanding that a previous debt (whether including or partly including the amounts now sought to be charged) had been raised and whether or not any notice was given that further debits were to follow.

17. Receipt by post policy

No notices, cash, cheques or any other documents sent to the Company through the post shall be deemed to have been received unless and until actually received by the Company.

18. Periods for receiving notices

Notwithstanding anything herein contained to the contrary:

18.1 no liability shall attach to the Company, nor shall the company take any action, unless notice has been received by the Company in respect of:

18.1.1 any loss, damage or non-delivery of any goods within five (5) business days of the date on which the goods should have been delivered;

18.1.2 any duty, railage, warefage, freight, cartage or any other impost or charge paid or levied incorrectly, within 30 days of statement.

18.2 It is also further confirmed by the Company that this policy will implemented taking into regard Parts F, G and H (section 54) of the CPA dealing with consumer rights in terms of

18.2.1 fair and honest dealings,

18.2.2 just and reasonable terms and conditions

18.2.3 as well as receiving quality services.

19. Indemnification

The Sender hereby indemnifies the Company against any liability, loss, expenses, damages, costs, interest or fines of any nature whatsoever which:

19.1 the Company may sustain or incur as a result of:

19.1.1 complying with the instructions given by the Sender; or

19.1.2 any breach by the Sender of any of its obligations hereunder; or

19.1.3 the exercise by the Company of any of its rights hereunder; or

19.1.4 any claim of whatsoever nature or kind and however arising made upon the Company by the owner of the goods, the consignee or any other person who has an interest in the goods or in their receipt (whether contingent or otherwise).

19.2 N/A

20. Security

20.1 Both parties herewith also confirm that this here-said agreement is subject to an open and continuing covering suretyship which will in no manner whatsoever be limited only to the credit limit granted according to the credit application as on the date when the first credit limit amount was approved, but indeed for the total full amount owing ongoing during the existence of this agreement between the Applicant and BIXPRESS PTY LTD .

20.2 Attached hereto is the Suretyship that needs to be completed by a senior official of the Sender.

21. Interest on arrear payments

Interest calculated monthly in arrears at the maximum rate permissible in terms of the NCA, specifically pertaining to, but not limited to, section 103 and 104, the NCR, specifically pertaining to, but not limited to, regulations 40 and 42, shall accrue and be payable on any portion of the charges due to the Company which has not been paid by the Sender on or before the due date for payment of such said debt. The rate of interest charge at the date of the agreement being signed shall be the prime overdraft rate as charged to the Company by its bankers plus 2% per month.

22. Interest, fees and charges on credit facilities

22.1 In the event where there is in place an approved credit agreement between the Company and the Sender, the Sender will be liable for such maximum interest, fees and charges as set out and governed by the NCA and NCR, specifically pertaining to regulation 42 of the NCR regarding 'credit facilities'.

22.2 The Company furthermore confirms herewith that the aforementioned credit agreement will be managed in strict compliance with the NCA read with the NCR.

22.3 In compliance with the NCA/NCR the following information is made available to the Consumer/Sender:

The National Credit Regulator

Call Centre 0860 627 627

Website www.ncr.org.za

Email info@ncr.org.za

23. Dangerous Goods

23.1 It is the Sender's/Consumer's responsibility to declare any dangerous and hazardous goods to the Company and the Sender further indemnifies the Company against any liability, loss, expenses, damages, costs, interest or fines of any nature whatsoever which:

23.1.1 The Company may sustain or incur as a result of:

23.1.1.1 The Sender refusing and/or neglecting to declare any dangerous and hazardous goods as governed by Part 92 of the International Air Transport Association.

23.2 The Sender acknowledges and confirms that it is a criminal offence to falsely declare or to declare incorrectly.

23.3 The Sender/Consumer furthermore herewith acknowledges that he/she/it has been advised and understand the Dangerous Goods Information Pack, which needs to be followed when shipping alternatively in whatsoever manner dealing with, Dangerous Goods.

23.4 The consumer also takes note that the forms to accompany any dangerous goods consignments are as follows:

23.4.1 MSDS (Material Safety Data Sheet) for goods being shipped;

23.4.2 Waybill, clearly marked "Dangerous Goods" in appropriate box;

23.4.3 Invoice for all international shipments

and the consumer herewith confirms that he/she/it has familiarized himself/herself/it with all of the above.

23.5 The consumer herewith also takes note of the fact that all dangerous goods shipments must go via road to any domestic destination. Any dangerous goods shipment that needs to go by air must be packed by a Certified Dangerous Goods Company who will then do all the necessary paperwork and apply the handling label as well as the classification sticker on the shipment required by the airline, and the consumer herewith agrees to adhere to the above mentioned and also acknowledges and accepts that this process will have a delay of 24 hours.

23.6 The consumer also acknowledges and accepts that there will be a penalty of R10 000.00 (ten thousand rand) applicable to all shipments not declared or packaged properly.

23.7 The consumer also acknowledges and takes note of hazardous goods as dealt with in the Consumer Protection Act 68 of 2008 read with the Consumer Protection Regulations of 2011 as follows and confirms as far as it is applicable to the consumer to adhere thereto:

Warning concerning fact and nature of risks

Section 58

The supplier of any activity or facility that is subject to any –

risk of an unusual character or nature;

risk of which a consumer could not reasonably be expected to be aware, or which an ordinarily alert consumer could not reasonably be expected to contemplate, in the circumstances; or

risks that could result in serious injury or death, must specifically draw the fact, nature and potential effect of that risk to the attention of consumers in a form and manner that meets the standards as set out in Section 49 of the aforementioned Act.

A person who packages any hazardous or unsafe goods for supply to consumers must display on or within that packaging a notice that meets the requirements of section 22 of the said Act, and any other applicable standards, providing the consumer with adequate instructions for the safe handling and use of those goods.

23.8 The Sender further confirms that the conveyance of dangerous goods are forbidden unless those goods are specifically identified by name or by generic description as described in the International Air Transport Association Dangerous Goods Regulations guide.

23.9 Dangerous goods as per Part 92 includes the following;

23.9.1 Explosive

23.9.2 Non-Flammable Gas

23.9.3 Flammable Liquid

23.9.4 Flammable Solids

23.9.5 Oxidizer

23.9.6 Toxic and Infectious Substances

23.9.7 Radioactive Materials

23.9.8 Corrosives

23.9.9 Miscellaneous

23.10 Attached hereto is the Indemnity that needs to be completed by a senior official of the Sender

24. Whole agreement

This document contains the entire agreement between the parties. Neither party will have any right or remedy arising from any undertaking, warranty, nor representation not included in this document.

25. Variation

This contract cannot be varied, added to, or cancelled by agreement otherwise than by means of a further written agreement between the parties.

26. Relaxation of terms

No relaxation of the terms of this agreement and no indulgence which one party may grant to the other, will in any way operate as an estoppel against the former party or be deemed to be a waiver of her/his/its rights, or in any other way limit, or prejudice those rights.

27. Jurisdiction of the Magistrate's Court

Each party consents in terms of section 45 of the Magistrate's Courts Act, 32 of 1944, to the jurisdiction of the magistrate's court in respect of any proceedings pursuant to this agreement

28. Address of Service

28.1 The parties to this agreement choose the following addresses and telefax numbers for purposes of this agreement:

Name of Party Details

BIXPRESS (SA) (Pty) Ltd with registration number 2004/0577/394/007 known as "The Company" within this here-said agreement

Physical Address:

13 Wessels Road

Rivonia

Postal Address:

PO Box 78610

SANDTON

2146

Telefax No:

27 (011) 234-0335

28.2 Any notice or legal process to be served on either party may be served on it at the address specified above and each party hereby chooses that address as its domicilium citandi et executandi for all purposes under this agreement.

28.3 A notice which is sent by prepaid registered post in a correctly addressed envelope to the postal address specified above will be deemed to have been received (unless the contrary is proved by the addressee) within 10 (ten) days from the date it was posted. A notice which is delivered by hand to a responsible person during ordinary business hours at the above physical address, will be deemed to have been received (unless the contrary is proved by the addressee) on the day of delivery.

28.4 A Telefax sent to the telefax number specified above will be deemed, (unless the contrary is proved by the addressee), to have been received on the first business day after transmission.

28.5 A party shall be entitled to amend its addresses as aforesaid by giving 7 (seven) days written notice to that effect to the other party.

29. Costs

29.1 In the event of any legal action being taken on this agreement, the successful party shall be entitled to costs on the attorney and client scale, including VAT and collection commission where applicable.

30. Breach

30.1 In the event of either party being in breach of any of the terms of this agreement and failing to remedy such breach within a period of ten days after receipt by it of a written notice requiring such breach to be remedied, the party aggrieved thereby shall be entitled, without prejudice to any other rights which it may have in terms of this agreement or at law, to:

30.1.1 claim specific performance of the terms of this agreement as well as such damages which it may have suffered;

30.1.2 cancel this agreement and claim and recover damages; or

30.1.3 keep this agreement in force and recover such damages as it may have suffered as a result of such breach.

31. Governing Law

31.1 In the event where there is any clause within this here-said agreement that is inconsistent with any duly promulgated legislation within the Republic of South Africa, then such legislation will take precedence over such clause and must be adhered to above the said clause.

32. Date of becoming binding on the Parties

32.1 It is an suspensive condition of this agreement, where-to both parties agree without any reservations whatsoever, that this agreement will only become binding on the parties to this agreement on the date that the credit application of the Sender has been approved, regardless of the date on which these Standard Trading Conditions were signed with the Company, and whereas this here-said clause is only applicable and relevant where 'credit facilities' are being applied for by the Consumer.

32.2 In any other dealings with the Company this here-said Standard Trading Conditions will become binding on the parties to this agreement with immediate effect as on the date of signature.

32.3 Limited Liability : The company offer as limited liability warranty of a maximum of R 1000 one thousand ZAR -or the actual value of if less than R 1000 ZAR

