

All business undertaken by BEX is subject to the following terms and conditions:

1. "BEX" means Bex Express (Pty) Ltd.
2. "Customer" means any party with an interest in the goods, including but not limited to the owner, the consignor or consignee, as well as the party billed.
3. "Goods" mean all documents, parcels or items taken into possession by BEX on behalf of the customer.
4. "Services" shall mean all forms of transport and related activities undertaken by BEX on behalf of the customer in respect of the goods.
5. It is agreed that BEX is not a public or common carrier.
6. BEX has the right to refuse to accept any goods for the services and will be entitled to select the appropriate methods of transport and handling to be used in the services.
7. The customer warrants that it is authorised to contract with BEX on these standard trading terms and conditions and the customer indemnifies BEX against any damages, costs and expenses resulting from a breach of this warranty, in particular any claim made against BEX regarding the services, by a third party.
8. BEX publishes its tariff of charges from time to time and is entitled to charge the customer for the services in accordance with the published tariff, as amended from time to time.
9. The customer shall pay BEX in respect of the services within a maximum of 30 (thirty) days from the date of BEX's statement to the customer, and if no queries are raised by the customer in respect of BEX's invoices and statement within this 30 (thirty) day period, such invoices and statement will be deemed correct and undisputed.
10. BEX is entitled to refuse to accept the goods in respect of the services, or any class of goods, in its absolute discretion and in particular, BEX records that it will not render services in respect of, inter alia, the following classes of goods, which is not limited to poisonous, dangerous, hazardous, combustible or explosive materials, precious or semi-precious metals or stones, bullion, platinum, commercial carbons or industrial diamonds, currency (paper or coin), negotiable securities or instruments, stocks, bonds, certificates, un-cancelled stamps, blank or endorsed bank cashier cheques, money orders or travellers cheques, antiques, pictures, livestock or plants. Should BEX receive such goods, BEX shall be entitled to deal with such goods as it deems fit at the time, including abandoning such goods and in no circumstances whatsoever will BEX bear any liability to the customer or any other party in respect of such goods in any circumstances, and for any reason.
11. The customer is responsible for the adequate and appropriate packing of the goods prior to BEX taking possession of same, and the customer has the sole responsibility of adequately addressing each consignment of goods to enable effective delivery. BEX shall bear no liability to the customer or any other party for any losses or damages, or delays, caused or occasioned by the customer's failure to comply with these obligations.
12. Should the customer breach this agreement and fail to remedy such breach within 5 (five) days of receiving written notice to remedy from BEX, BEX shall be entitled to terminate this agreement and claim damages from the customer, alternatively to claim specific performance of the customer's obligations.
13. BEX and the customer consent to the jurisdiction of the Magistrate's Court in terms of Section 45 of the Magistrate's Court Act, 32 of 1944, as amended, in respect of any legal action arising out of this agreement.
14. Should either party institute legal action against the other in terms of this agreement, it is agreed that the successful party shall be entitled to recover the legal costs incurred by it from the unsuccessful party on an attorney and client basis.
15. BEX and the customer choose as their domicilium citandi et executandi for the delivery of all notices in terms of this agreement,

the address appearing on the written credit application completed by the customer with BEX.

16. The customer agrees that this agreement is the only binding and enforceable agreement between the customer and BEX and that there are no verbal or written terms and conditions, whether express or implied, which are binding and enforceable between the parties.
17. This agreement may not be varied, amended, or cancelled unless such variation, amendment or cancellation is contained in a written document signed by both parties.
18. This agreement and its interpretation is subject to the laws of the Republic of South Africa.

EXCLUSIONS AND LIMITATIONS OF LIABILITY

19. BEX will be liable to the customer for physical direct losses and damages in respect of the goods, if caused directly by the negligence of BEX whilst the goods are in the custody or control of BEX. Since it is impossible for BEX to know the value of the goods in respect of which it renders the services to the customer, BEX accepts a maximum liability for negligently caused direct losses or damages, of R100.00 (ONE HUNDRED RAND) per waybill.
20. Once BEX receives a signed proof of delivery (POD) from the consignee, which is unendorsed, BEX's potential liability to the customer will terminate.
21. The customer also has the option, in respect of any particular waybill, to request that BEX accept a greater liability for the particular waybill, in excess of R1 000.00 (ONE THOUSAND RAND) per waybill, and in those circumstances, the customer must clearly declare on the BEX waybill the amount of liability which it requires BEX to accept for the particular waybill, up to a maximum amount of R5 000.00 (FIVE THOUSAND RAND) per waybill. An excess of 10% will apply. In this regard the customer accepts that BEX will be entitled to charge the customer an additional liability surcharge of 1.5% (one point five percent) of the declared value with a minimum of R15.00 (FIFTEEN RAND) per domestic shipment and 2% (two percent) of the declared value with a minimum of R20.00 (TWENTY RAND) for international shipments.
22. Any claim by the customer in respect of direct loss or damage to the goods must be submitted in writing to BEX within 3 (three) days of date of BEX taking possession of the goods, failing which the claim will be deemed waived by the customer.
23. In no circumstances whatsoever in relation to the services or the goods, will BEX be liable to the customer or any other party for any consequential losses or damages of any nature whatsoever, even if BEX knew or should have known of the likelihood of such damages occurring, or even if caused by the negligence of BEX.

I, the undersigned, hereby declare that I am authorized to sign on behalf of the Company and confirm that I have read, understand, and accept the Standard Trading Conditions of BEX Express by which I do hereby agree to be bound.