

**All business undertaken by South African Courier Systems (Pty) Ltd. (t/a Royale International) is subject to the following terms & conditions:**

- 1 for the purposes of the paragraphs set out below:
  - 1.1 the carrier shall mean South African Courier Systems (Pty) Ltd (t/a Royale International)
  - 1.2 the carriage shall mean all forms of carriage and related activities undertaken by the carrier on behalf of the client.
  - 1.3 the client shall mean the party reflected on the waybill or the credit application as the sender of the goods
- 2 The carrier is not a public or common carrier and acts as freight forwarder only. The client or his representative by his signature on the waybill or credit application enters into a contract with the carrier to arrange the delivery as indicated on the waybill. The client certifies that the particulars on the face of the waybill will be correct and requests the carrier to receive and forward the mentioned goods to said destination and to deliver it to the consignee in accordance with the conditions as set out here under. The client hereby warrants that he is the duly authorized agent of the consignee for and on whose behalf the conditions set out herein are accepted and hereby indemnifies the carrier against any and all claims of whatsoever nature and howsoever arising, instituted against the carrier by the consignee or any other person. The client furthermore accepts that in the event of the carrier being unable to deliver the goods to the consignee due to the address of the consignee having been incorrectly stated on the waybill; the consignee being unknown at the place of delivery and/or the consignee refusing delivery, then the client automatically agrees to pay the charges of the carrier in returning the goods to their place of original consignment.
- 3 The client warrants to the carrier that the contents of the shipment may be lawfully carried aboard passenger aircraft, and is not a prohibited substance under any applicable statutes and regulations. That it is properly packaged for that purpose if necessary. The client shall indemnify and hold harmless the carrier against any loss by the latter as a result of the client's violation of this provision. Goods are accepted subject to the conditions stipulated by all other carriers and parties into whose possession or custody they may pass for the due fulfillment of the obligations of the carrier, save if conflict exists between these terms and conditions and those of the other carriers/parties, then these terms and conditions will prevail.
- 4 The carrier's charge for its services are set out in the carriers official Tariff document, applicable from time to time. Such tariff of charges is subject to review by the carrier without prior notice to the client. Any variation or alteration to the carriers tariff shall immediately be binding on the client. Should the carrier have agreed to rates of charge which are less than the carriers official tariff rate from time to time, then such agreed rates will apply in respect of the goods/transactions to which they relate, unless the client fails to pay such charges on/or before due date for payment, in which event the carriers official tariff charges will become due and payable in lieu of the agreed charges.
- 5 The carriers handling of goods shall not be influenced in any way by their contents or by the client's declaration as to their contents, and the carrier does not undertake to study or be influenced by such declaration.
- 6 The carriers liability to the client in respect of goods in its care shall:
  - 6.1 terminate on bona fide delivery to the consignee nominated by the client, unless the consignee, at the time of delivery brings to the attention of the carrier in writing any loss or damage to the goods. Failure to so advise the carrier will give rise to an irrevocable presumption that all goods were delivered in the same order as when received by the carrier.
  - 6.2 Due to government restrictions on offering financial advice, SA Courier Systems (t/a Royale International) is not able to offer insurance on International or Domestic shipments. All insurance needs must be fulfilled by an outside party. Please contact SA Courier Systems (t/a Royale International) for further information.
  - 6.3 Not in any circumstances extend to and include any loss or damage whether direct or consequential suffered by the client or the consignee attributable to delay in delivery or non-delivery of any goods due to whatever cause whether it be due to default of the carrier or not.
- 7 The carrier shall have a lien over all goods for monies due to the carrier in respect of services rendered by the carrier whether or not payment in respect of such goods is then due and furthermore whether or not such payment is due in respect of carriage of such goods or other goods which have already been carried but not yet paid for. Without prejudice to any of the carriers rights against the client, in the event of the client failing to pay the carrier any monies due to it, the carrier shall have the right without notice to the client:
  - 7.1 to open and examine any parts of the goods; and
  - 7.2 at its option, to sell, either by public auction or private treaty, and at its entire discretion, the whole or any part of the goods; and
  - 7.3 to apply the proceeds of any such sale, after deduction of all expenses associated therewith, in payment of or towards any sum due by the client to the carrier; and
  - 7.4 to pay to the client any surplus, without interest, within sixty (60) days after such sale whereupon the carrier shall be released from all liability whatsoever in respect of the goods carried. The above rights shall apply mutates mutandi in respect of goods abandoned in the possession of the carrier and not claimed within a period of sixty (60) days of date of being originally delivered to the carrier.
- 8 If the client wishes the carrier to collect any payments due by the client to the carrier from a third party, the client must at the time of requesting the carrier to deliver the goods on its behalf ensure that:
  - 8.1 the third party is an account holder of the carrier;
  - 8.2 must quote the third party's account number on the waybill document. If the client fails to do so, the carrier will ignore the clients instruction and the carrier will charge the client directly, or at the carriers discretion will refuse to move the goods tendered by the client for delivery until accounting instructions acceptable to the carrier are received from the client. Should the third party nominated by the client as the debtor decline to settle the carriers charges, the client shall be liable for the carriers charges in full.
- 9 All monies due to the carrier in respect of services rendered shall be paid unless otherwise agreed in writing to the carrier within thirty (30) days from the date of consignment and payment shall be made without deduction or set off and no amounts due may be deferred or withheld for any reason whatsoever. In particular, the lodging of a claim against the carrier by the client or consignee shall not entitle the client or consignee to withhold any monies due to the carrier. All overdue accounts shall bear interest at the prime rate of interest charged by the Standard Bank of South Africa, as evidenced by a certificate of any authorized office bearer of the Standard Bank of South Africa from due date to date of final payment.
- 10 In the event of the carrier being compelled to institute legal proceedings against the client in order to recover its consignment charges and other lawful expenses, then the client will be liable for all attorney and client charges and collection commission incurred by the carrier. The client hereby consents to the jurisdiction of the Magistrates court in terms of the Magistrates Court Act in respect of any proceedings instituted against it, notwithstanding the fact that the amount in dispute might otherwise exceed the jurisdiction of such courts.
- 11 The parties choose as their domicilium citandi et executandi for the delivery of all court processes and any other notices hereunder, the address which appears on the airwaybill.
- 12 This document, as read with the airwaybill, constitutes the full terms and conditions upon which the carrier renders its services to its clients and no other oral agreements and/or representations may be relied upon by the clients unless reduced to writing and signed by a director of the carrier. No variation of the above terms and conditions shall be enforceable unless reduced to writing and signed by a director of the carrier

\_\_\_\_\_  
Authorised Signature with Company Stamp\*

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Date