

**CONDITIONS UPON WHICH PROPERTY IS REMOVED, PACKED OR WAREHOUSED BY
STUTTAFFORD VAN LINES (PTY) LTD**
REG. NO. 1998/0021521/07
STANDARD TRADING CONDITIONS
1 Page – 25 Clauses

This contract explains your rights, obligations and responsibilities and those of Stuttaford Van Lines (Pty) Ltd. When we use the word "you" it means the customer, when we use the word "us" it means Stuttaford Van Lines (Pty) Ltd. These conditions can only be changed or amended by written agreement between us. Our liability for loss or damage is limited (in this connection please pay special attention to Clause 8). For this reason we have offered removals insurance in our quotation. Insurance is a separate contract between you and the insurers. The insurance conditions are separate from our Conditions of Contract.

1) Our quotation is a fixed price and does not include insurance, customs duties and any other fees paid to Government Departments.

We may change the quotation if :

- a) You do not accept it within 28 days.
- b) The work has not been completed within three months if you have caused the delay.
- c) Our costs go up because of changes in the official rate of exchange between the currency of South Africa and foreign currency, taxation or freight charges outside of our control.
- d) Extra goods are removed or stored or both to which these conditions will apply.
- e) We have to collect or deliver above a second floor unless we have agreed to do so in writing.
- f) We supply extra services at your request.
- g) There are delays outside our control.
- h) The stairs, lifts or doorways are inadequate for easy delivery, or the road or approach are unsuitable for our vehicles: UNLESS you have told us in writing of these problems before we prepared the quotation.

In all these circumstances you agree to pay the extra charges.

2. Work not included in the quotation.

Unless agreed in writing we will not :

- a) Dismantle or assemble unit furniture (flat-pack), fittings or fittings or take down curtaining.
- b) Disconnect or reconnect appliances, fittings or equipment.
- c) Remove or lay fitted floor coverings.
- d) Move or store any items excluded under Clause 5.

If any of our staff does this kind of work for you, we will not be liable for any loss or damage.

3. Your responsibility during removals.

It will be your sole responsibility to :

- a) Ensure that nothing is taken away in error or left behind.
- b) Obtain at your own expense all documents necessary for the removal to be completed.
- c) Take responsibility for security of your goods at the departure and destination points by being present yourself or by having someone represent you.
- d) Adequately prepare and stabilise appliances and equipment prior to their removal.
- e) Arrange and pay for any necessary parking facilities.

We will not be liable for any loss or damage costs or additional charges that may arise from any of these matters.

4. Ownership of Goods.

By entering into this contract you warrant that :

- a) The goods to be removed are your own property or
- b) You have the authority of the owner of the property to make this contract in respect of the goods to be moved or stored.

You will indemnify us in respect of any damages and/or costs against us if these warranties are not true.

5. What is excluded.

The following items are specifically excluded from this contract and if they are moved by us we do not accept any responsibility for any loss or damage :

- a) Jewellery, watches, trinkets, precious stones, money, deeds, securities, stamps, coins or goods or collections of a similar kind.
- b) Potentially dangerous, damaging or explosive items.
- c) Goods likely to encourage vermin or other pests or to cause infestations.
- d) Refrigerated or frozen food or drink.
- e) Any animals including pets, birds or fish (and their cages or tanks).
- f) Keys, these must be retained by you.

We are entitled to dispose of (without notice) any goods submitted which are listed under 5b, 5c and 5d.

6. Cancellation.

If you cancel or postpone your move a 5% fee will be charged on the quotation price if postponed or cancelled more than 7 calendar days prior to the move and 10% if postponed or cancelled less than 7 calendar days prior to the removal.

7. Paying for the removal.

- a) You must pay our charges in cash, bank cheque or credit card in advance of the removal unless the account is being paid by a government department or by an approved corporate account.
- b) You may not withhold any payment because of any claim you may wish to make against us.
- c) Overdue accounts will incur interest at 2% per month.

8. Our liability for loss or damage.

If we are liable for losing, damaging or failing to deliver your goods, our liability will be limited to a maximum payment proportion of R30 per cubic meter of the volume of the item lost or damaged even if it forms part of a pair or set. We may decide to pay for the repair or replacement of the item. We will not be liable for loss or damage resulting from:

- a) Fire, loss or damage while goods are in store.
- b) Moths, vermin or similar infestation, cleaning, repairing or restoring (unless we did the work), war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, military coup, wear and tear, leakage or evaporation, atmospheric or climatic changes.
- c) Death, injury, sickness or disease arising from the removal or warehousing of any frozen food or drink. Frozen goods are only moved at your risk.
- d) Any consequential loss of any kind except as stated in Clause 9(below).
- e) Items which are brittle or have an inherent defect, the mechanism or Components in electronic, electrical or clockwork or motor-driven goods (unless there are outward signs and visible signs of impact damage) sensitive equipment or self-assembled furniture that is dismantled and/or re-assembled regardless of who built it originally, or for self-assembled furniture which is not suitable for transportation.

- f) Any goods not packed or unpacked by us or our agents.
- g) Items left inside cupboards or other furniture.
- h) Food or plants.
- i) Fixtures, fittings, property or goods damaged as a result of difficult access.
- j) Goods received from a third party in an unknown condition.
- k) Damage to deep freezers in which goods are packed.
- l) Any item referred to in Clause 5.

9. Delays in transit.

If we do not keep to an agreed written time schedule and the delay is within our reasonable control we will pay your reasonable expenses up to a maximum of R250. If through no fault of ours we are unable to deliver your goods, we will take them into store. The contract will then be fulfilled and any additional service(s), including storage and delivery will be at your expense.

10. Damage to premises.

You must note all damages to premises on the delivery receipt and confirm it in writing within seven days. The time limit is essential. Our liability will be limited to R500 and we may arrange to have the damage repaired ourselves.

11. Time limits for claims.

We will not be liable for any loss or damage to any goods unless :

- a) Any claim for loss or damage to goods which you or your agent collect from us is notified to us in writing at the time of collection.
- b) You notify us in writing of any loss or damage to the goods within seven days of their delivery by us to their destination.

In both cases, time limits are essential to the contract.

12. Our right to hold goods.

We have the legal right to withhold or ultimately dispose of some or all of the goods until you have paid all our charges and other payments due under this contract. These include any charges that we have paid out on your behalf. While we hold the goods and wait for payment, you will be liable to pay all storage charges and other costs incurred by withholding your goods and these terms and conditions will continue to apply.

13. Our right to sell the goods.

On giving you 28 days notice we are entitled to require you to move your goods from our custody and to pay all money due to us. If you fail to pay all outstanding debts due to us, we are entitled to sell or dispose of some or all of the goods without further notice. The cost of the sale or disposal will be charged to you. The net proceeds will be credited to your account and any eventual surplus will be paid to you without interest.

14. Disputes.

You may not defer payment to us or set off any amount due to us in the event of a claim or dispute.

15. Claims against us by third parties. (people other than you or us).

You will have to pay any charges, expenses, damages or penalties claimed against us in respect of the goods by a third party unless you could prove that we were negligent. These included parking charges that we may have to pay to do the work, unless we have agreed otherwise in writing.

16. Our right to sub-contract the work.

- a) We may sub-contract some or all of the work to any other organisation.
- b) If we sub-contract, this contract will still apply to you and us. You agree to the terms set forth in the Bills of Lading, Consignment Notes issued by other carriers or organisations involved in the removal, that we accept as your agent and these conditions form part of this contract. If no such terms and conditions are in existence then our liability will be as set out in Clause 8 (page1).

17. Where the law applies.

This contract is entered into at the city or town of origin and is subject to the laws of the country in which this contract was made.

18. Your forwarding address.

If you hand us goods to be stored you must provide a forwarding address and notify us in writing if it changes. All correspondence and notices will be considered to have been received by you seven days after posting it to the last forwarding address recorded by us. Please supply an e-mail address where possible.

19. List of goods or receipt (inventory).

If a list of goods or receipt for them is given, it will be final unless you write to us within seven days and specify the items that are missing. You cannot make a claim for an item not on the list or receipt.

20. Payment of storage charges.

All charges including removal charges must be paid before the goods may be taken out of store. All storage charges must be paid in advance monthly or quarterly as per signed contract.

21. Revision of storage charges.

We review our storage charges periodically. You will be given 28 days notice of any increases.

22. If you wish to end the storage contract.

- a) If you wish to end this contract you should give at least 14 working days notice. If we can release the goods earlier we will do so. Charges for storage would be payable to the date when the notice would have ended.
- b) If you make your own arrangements to collect the goods we will make a charge for taking them out of storage and handing them over. Our account must be paid in full before the goods can be released.

23. If we wish to end the storage contract.

If your payments are up to date we will not end this contract, except giving at least three months notice.

24. Handing out charges.

If you choose someone else to collect your goods from our warehouse, the same notice period and payment terms apply as set out in Clause 22 and we are entitled to make a charge for handing the goods over to them. Our liability will cease upon handing over the goods, as will any insurance cover arranged by us at your request.

25. Insurance.

It is strongly recommended that you insure your goods against all insurable risks during removals, shipping and storage for their full replacement value at destination. We may arrange cover with our insurance company on your behalf, only on receipt of a completed insurance proposal form prior to commencing the removal. The insurance cover is not effective until the premium is paid.