



## NATIONAL AND CROSS BORDER TERMS & CONDITIONS for Skankane Transport (Pty) Ltd

### 1. DEFINITIONS

To the terms and conditions of this agreement, unless inconsistent with the context, the following words shall carry the following meaning:

- 1." Skankane " – shall mean Skankane Transport cc (Registration No 2004/128544/23)
2. "The Customer" shall mean:
  - 1.2.1 the Person who instructed Skankane to perform services on the Customer's behalf.
  - 1.2.2 any Person who accepts Skankane's quotation.
  - 1.2.3 any Person who contracts with Skankane
3. "Contract" means the terms and conditions hereof whether agreed to in writing or orally between Skankane and the Customer.
4. "Dangerous Goods" means Hazardous Goods as defined in the Regulations to the Hazardous Substance Act 15 of 1973 as well as any other goods which Skankane in its sole discretion may deem hazardous or dangerous.
5. "Goods" shall mean any Goods which are transported in terms hereof.
6. "Person" shall have its ordinary meaning and includes a "body corporate", "private or public company", close corporation", "partnership", "trust" or any other legal entity.
7. "Law" includes the Common Law, Statute, Ordinance, By-Laws, or Regulations.
8. "Sub-Contractor" shall mean any Person with whom Skankane sub-contracts to carry out Transportation in terms of the Contract.
9. "Transportation" shall mean, without restricting the generality of this term, conveyance, packing (When necessary), storing and/or safekeeping of any Goods and the acquiring of permits, authority/ies and the like.

### 2. APPLICABILITY OF THESE CONDITIONS

1. The terms and conditions of this agreement together with any addendum thereto shall govern the relationship between Skankane and the Customer in each Contract between them, including Contracts entered into after the Contract formed by the Customer's acceptance of Skankane's quotation and whether or not the Customer's attention has been specifically drawn to these conditions as being applicable to the Contract governing their relationships.
2. The Contract for transportation may be carried out by Skankane itself, acting as principal, or on its behalf by any Sub-Contractor appointed by it, in which event Skankane shall act as agent only and the Sub-Contractor as principal, and the contract shall be subject to the Sub-Contractor's standard terms and conditions of trading. In the event of the Sub-Contractor's standard terms and conditions not being available, then Skankane's standard terms and conditions shall mutatis mutandis apply on behalf of the Sub-Contractor. In the event of a conflict



### **Skankane Transport**

Reg No: 2019/626961/07 • Vat No: 4540219039

Physical Address Granite Hill, Kaapschehoop Road, Nelspruit, 1200  
Postal Address: Posnet Box 296, Private Bag X11326, Nelspruit, 1200  
Facsimile 086 634 5467 • [www.skankane.co.za](http://www.skankane.co.za)



Find us on Social Media

**Managing Members:** BS Du Plessis, L Steyn, L Mulder



between the standard conditions of trading of Skankane and those of the Sub-Contractor, Skankane's standard conditions of trading shall prevail.

3. No warranty or representation other than as is herein expressly contained shall be of any force and effect against Skankane unless the same is contained in writing and signed for and on behalf of Skankane.

4. No amendment, variation or consensual cancellation of any Contract shall be of any force and effect unless such amendment, variation and/or consensual cancellation is reduced to writing and signed by Skankane.

### 3. WHOLE CONTRACT

No course of conduct other than agreement in writing signed by Skankane shall constitute a variation or novation of a Contract or a waiver or estoppel of Skankane's rights thereunder.

### 4. CONDITIONS

Skankane shall only be obliged to perform provided that:

1. Skankane in its sole opinion has received sufficient notice and information of the Customer's requirements to enable it to properly carry out the Transportation and ensure that a suitable and appropriate vehicle is available.

2. The necessary consents and statutory permits have been granted and remain in force (in the event of such consents or permits being refused or withdrawn for any reason whatsoever such that no carriage whatsoever may be performed, the Contract shall terminate and no liability therefore for damages or otherwise shall attach to Skankane.

3. The Customer is not in breach of any terms of conditions of this Contract, or any other Contract concluded with Skankane.

4. Skankane is satisfied as to the Customer's solvency and ability and readiness to pay for the services to be rendered in terms of a Contract within the time and in the manner therein prescribed.

5. It is not impossible, impractical, or dangerous for Skankane to comply with its obligations because of riots, strikes, lockouts, labour disturbances or disputes, boycotts, economic sanctions, acts of State, industrial legislation, war, terrorism, civil commotion or disturbances, attacks upon its employees or vehicles, floods, rationing or non-availability of fuel, vehicle accident, breakdown in vehicle or equipment, commercial exigencies, or any other cause whatsoever beyond its reasonable control.

### 5. SUSPENSION OF PERFORMANCE

While any of the conditions referred to in clause 4 remain unfulfilled, Skankane shall be entitled to refuse or suspend performance without being liable in any manner whatsoever therefore to the Customer or any Person whatsoever, and without prejudice to Skankane's rights to recover monies then due to it in respect of services already performed by it.



**Skankane Transport**

Reg No: 2019/626961/07 • Vat No: 4540219039

Physical Address Granite Hill, Kaapschehoop Road, Nelspruit, 1200

Postal Address: Posnet Box 296, Private Bag X11326, Nelspruit, 1200

Facsimile 086 634 5467 • [www.skankane.co.za](http://www.skankane.co.za)



Find us on Social Media

**Managing Members:** BS Du Plessis, L Steyn, L Mulder



## 6. LIABILITY

1. Skankane shall not be liable to the Customer, owner of the Goods or any Person whatsoever for any loss and/or damages of any nature whatsoever (including consequential loss and/or damage) howsoever caused which the person aforesaid may suffer because of the performance of such services by the Sub-Contractor and/or Skankane and/or its employees and/or agents notwithstanding that such loss and/or damage may have been caused by the negligence of the Sub-Contractor and/or Skankane and/or its employees and/or agents or by breach of contract by Skankane and/or the Sub-Contractor.

2. Customer indemnifies Skankane and/or the Sub-Contractor against any claim by itself to other persons in respect of liability hereby excluded; it being expressly acknowledged that the Goods are carried at the Customer's risk.

## 7. CUSTOMER'S WARRANTIES AND INDEMNITIES

1. The Customer warrants and represents that:

7.1.1 The Goods are the Customer's sole and exclusive property and/or that the Customer has the full and absolute authority of the persons owning or interested in the Goods to enter a Contract.

7.1.2 The carriage of the Goods as contracted for with Skankane does not contravene any Law.

7.1.3 No Dangerous Goods shall be tendered to Skankane for placing with it and/or the Sub-Contractor without Skankane's express consent in writing that it has disclosed to Skankane all material information pertaining to Transportation and which may effect Skankane's decision in agreeing to transport the Goods for and on behalf of the Customer.

2. The Customer hereby indemnifies Skankane against all liability and any claims whatsoever by any Person whatsoever for:

7.2.1 Any loss or damage to Goods or persons or life from whatsoever cause and for non-delivery and/or mis delivery on grounds of breach of contract and/or negligence.

7.2.2 Any liability for loss or damage on grounds of breach of contract and/or negligence howsoever arising.

7.2.3 Any loss or damages arising from loss of market or attributable to delay in forwarding or in transit or failure to carry out fully or in part thereof any instructions given to it for any other consequential loss howsoever arising.

7.2.4 All legal costs incurred by Skankane in resisting any such claims, such costs to be determined on the scale as between attorney and his own client.

3. The Customer warrants the accuracy, without exception, of all information and specifications given by or on its behalf to Skankane

4. Except where Skankane is instructed in writing to pack the Goods, the Customer warrants that all Goods have been properly and sufficiently packed and/or prepared.



**Skankane Transport**

Reg No: 2019/626961/07 • Vat No: 4540219039

Physical Address Granite Hill, Kaapschehoop Road, Nelspruit, 1200

Postal Address: Posnet Box 296, Private Bag X11326, Nelspruit, 1200

Facsimile 086 634 5467 • [www.skankane.co.za](http://www.skankane.co.za)



Find us on Social Media

**Managing Members:** BS Du Plessis, L Steyn, L Mulder



#### 8. PRESCRIPTION OF CLAIMS

Without limiting and without prejudicing the provisions of these conditions (and clauses 6 and 7), the Customer shall notify Skankane of any loss, damage, complaint or claim within 24 (twenty-four) hours from the time of off-loading, or in the case of late delivery or non-delivery of the Goods, within 24 (twenty-four) hours from the scheduled time of off-loading and shall confirm such notification in writing to be received by Skankane within 72 (Seventy-two) hours of such off-loading or scheduled time of off-loading failing which, any claim arising therefrom shall deo factolapse and be unenforceable thereby.

#### 9. PAYMENT WITHOUT DEDUCTION

Notwithstanding any such notification of claim as set forth in this agreement, the Customer shall pay to Skankane the full amount stated on Skankane's invoice on due date without any deduction or set-off and without prejudice to the Customer's rights contended for against Skankane in respect of any such claim the Customer shall not be entitled to deduct or set-off any monies which it owes to Skankane against any monies which it contends are due to it by either Skankane and/or the Sub-Contractor.

#### 10. STIPULATION FOR THE BENEFIT OF SKANKANE

The stipulations contained in clauses 6,7, and 10(d) are for the benefit of Skankane and of any Person for whose acts and/or omissions Skankane is or may be in Law liable and of any Person who may perform any of Skankane's obligations thereunder.

#### 11. VALIDITY OF QUOTATIONS

Quotations shall remain open for acceptance by the Customer for a period of 30 (thirty) days from the date thereof, (Which acceptance shall be communicated in writing to Skankane), and if not accepted during such period, shall automatically lapse.

#### 12. QUOTATION DATA

All Quotations are subject to the conditions contained herein. Quotations are based, inter alia, on quantities, densities, dimensions, mass, properties, other technical data, available loading, and off-loading hours and other information supplied by the Customer and are accepted by Skankane in good faith under representation by the Customer. Any variance therefrom shall entitle Skankane to require the freight quoted to be adjusted to take into account such variance, or to suspend performance, or cancel the Contract, without thereby incurring any liability whatsoever and in the event of any such cancellation reserving to itself the right to claim from the Customer such damages as Skankane may have suffered. Quotations are subject to:

1. Work being carried out by the methods and the route to be decided by Skankane without interruption, hindrance or postponement.
2. The availability of Skankane vehicles and/or staff on the dates required.
3. All part loads being conveyed and delivered at Skankane convenience.



**Skankane Transport**

Reg No: 2019/626961/07 • Vat No: 4540219039

Physical Address Granite Hill, Kaapschehoop Road, Nelspruit, 1200

Postal Address: Posnet Box 296, Private Bag X11326, Nelspruit, 1200

Facsimile 086 634 5467 • [www.skankane.co.za](http://www.skankane.co.za)



Find us on Social Media

**Managing Members:** BS Du Plessis, L Steyn, L Mulder



4. Any increase in Skankane's costs coming into force after the date of the quotation over which Skankane has no control will be for the Customer's account.

5. Any delay due to interruption, hindrance, local traffic, municipal regulation, or non-production of necessary licenses, permits or customer forms which will be charged to the Customer.

6. Where the volumes, quantities or scopes of work have increased over what have been quoted for, the Customer will be charged for any additions on a pro-rata basis.

7. A charge increase should there be a change of route due to reasons beyond Skankane's control.

8. Any postponement or cancellation by the Customer entitles Skankane to make a change to cover the expenses incurred and/or losses to Skankane arising therefrom.

9. Skankane shall have the right to increase the charge specified in the event of stoppages or delays in the carrying out of the work to which the Contract relates provided that such stoppages or delays are caused by circumstances beyond the control of Skankane or are such that Skankane could not reasonably foresee or prevent the cause of such stoppages or delays arising.

#### 13. FREIGHT

The Freight payable to Skankane by the Customer for the Transportation of Goods shall be the Freight agreed between Skankane and the customer or shall be calculated on the rate agreed between them.

The Freight shall be subject to variation as provided for in clauses 10, 13, 15 and 16.

#### 14. ESCALATION

Subject to paragraph 13, and provided Skankane performs within 30 (thirty) days of date of quotation, the Freight quoted in such quotation shall remain fixed. If, however Skankane performs after such 30 (thirty) day period the Freight quoted shall be subject to escalation in accordance with the SEIFSA Index of Road Freight Costs as at the date of performance by Skankane, the base index being that prevailing at date of quotation.

#### 15. ADDITIONAL CHARGES

Subject to paragraph 13 above, and in addition to the Freight, Skankane shall be entitled to levy an additional charge at its usual rate, alternatively reasonable rate, in the event of:

1. The circumstances envisaged in clauses 22, 23, 24, 28, 29, 30 and 31 occurring; or
2. The time taken to load or off-load a vehicle exceeding the maximum time allowed in terms of clauses 23 and 24; or
3. Loading and off-loading taking place at more than one point; or
4. Skankane being obliged, due to circumstances beyond its control, to utilize routes different from those intended by it at the time of entering the Contract.

#### 16. PAYMENT

Subject to paragraph 9 above, payment shall be received in full, free of any commission, exchange, brokerage,



**Skankane Transport**

Reg No: 2019/626961/07 • Vat No: 4540219039

Physical Address Granite Hill, Kaapschehoop Road, Nelspruit, 1200

Postal Address: Posnet Box 296, Private Bag X11326, Nelspruit, 1200

Facsimile 086 634 5467 • [www.skankane.co.za](http://www.skankane.co.za)



Find us on Social Media

**Managing Members:** BS Du Plessis, L Steyn, L Mulder



deduction or set-off, upfront at loading by Skankane which may appropriate all monies paid entirely within its sole and unfettered discretion. The Customer shall not be entitled to deduct from or set-off against such payments any claims which the Customer may have against Skankane arising from any cause whatsoever. Notwithstanding that Skankane may agree to collect and/or receive payment from a third party, the Customer hereby acknowledges that the Customer is personally bound by the provisions of the Contract, and the Customer hereby guarantees payment of the Freight and other charges by such third party to Skankane. There will be no valid discharge of the obligation to pay Skankane by the Customer unless payment has been made to Skankane and to no other Person whomsoever. Skankane is entitled to levy an interest charge against the Customer at the rate of 2% (two per cent) per month on all amounts which are outstanding and are unpaid by the Customer.

#### 17. LOADING AND OFF-LOADING

Where the Customer is not the consignor and/or consignee, the consignor and/or consignee and their servants and agents shall be deemed to be agents of the Customer and to be authorized to act on the Customer's behalf in the situations contemplated in clauses 20 to 28 inclusive.

#### 18. CONDITIONS OF GOODS

The onus of establishing the condition of the Goods at the time of delivery to Skankane shall always remain on the Customer, and no delivery note, receipt, or other document given at such time by Skankane to the consignor shall constitute proof of such condition, save to the extent that any specific record in relation thereto may have been made thereon by Skankane.

#### 19. RESPONSIBILITY FOR LOADING AND OFF-LOADING

1. The Customer shall deliver the Goods onto the vehicle nominated by Skankane and/or the Sub-Contractor and shall take delivery therefrom and shall be fully responsible for the loading and off-loading thereof.
2. Skankane and/or the Sub-Contractor shall not be responsible for any loss or damage arising from the loading and off-loading of the vehicles and the Customer indemnifies Skankane and/or the Subcontractor against any claims which may be brought against Skankane and/or the Sub-Contractor arising out of such loading, offloading, overloading, unsafe loading or out of the nature or any defect in the Goods concerned.
3. Skankane 's employees may assist with the loading and off-loading where such assistance is customary and practicable, and where contracted for, but such assistance shall be rendered at the sole risk of the Customer without any liability for any loss or damage arising therefrom attaching to Skankane and/or the Sub-Contractor.



**Skankane Transport**

Reg No: 2019/626961/07 • Vat No: 4540219039

Physical Address Granite Hill, Kaapschehoop Road, Nelspruit, 1200

Postal Address: Posnet Box 296, Private Bag X11326, Nelspruit, 1200

Facsimile 086 634 5467 • [www.skankane.co.za](http://www.skankane.co.za)



Find us on Social Media

**Managing Members:** BS Du Plessis, L Steyn, L Mulder



## 20. LOADING AND OFF-LOADING FACILITIES

### 1. The Customer undertakes:

21.1.1 To provide or procure the provision of safe and adequate labour and equipment for loading and offloading and safe, convenient, and adequate loading and off-loading points and access to any such loading and

off-loading points.

21.1.2 To ensure that loading and off-loading will be possible at the agreed points during such hours and days as the parties have agreed.

21.1.3 To ensure that Skankane's or the Sub-Contractor's vehicle is suitably clean for the purpose of receiving and conveying the Goods before the loading of the Goods in the contracted vehicle/s is commenced.

21.1.4 To ensure that all Goods loaded shall be in such condition as to enable due off-loading to be freely effected at the point of destination of such loading.

21.1.5 To ensure that the goods are off-loaded into the correct tank, vessel or container, store, or warehouse, as the case may be.

2. The Customer warrants that if any Goods require special appliances for loading or off-loading of the vehicle, those appliances will be available at the point of collection or place of delivery of the consignment at the Customer's expense.

## 21. DELAYS AND DAMAGES

1. In the event of a vehicle being delayed or damaged due to the Customer's failure to comply with the provisions of clauses 20 and 21, the Customer shall be liable for additional charges at Skankane's usual rates, alternatively reasonable rates, and/or such damages.

2. In the event of any damage whatsoever being caused to Skankane's vehicle/s whilst loading or off-loading Goods on the Customer's premises, then and in such event, the Customer shall be liable for the fair and reasonable costs of repairing the damages sustained to Skankane's vehicle/s and re storing the vehicle/s to the condition it/they was/were in prior to the damages sustained by it.

3. The Customer shall be responsible for and shall compensate Skankane in respect of all or any damage sustained by it to any of its vehicles, should any of its vehicles or any portion thereof, or any of Skankane's equipment be damaged while such vehicles are on, or in the process of entering upon, or leaving any loading or off-loading sites, howsoever such damage is caused, whether because of loading, off-loading or whether because of the sites not being in a proper or good state of repair and/or whether such damage occurs because such sites are not level and clear. The Customer shall be liable for such damage, whether same is direct, indirect or consequential. Similarly, should any of Skankane /s vehicles and/or any portion thereof and/or its equipment be damaged while such vehicles are in transit through any other fault of the Customer and/or its servants or agents, and whether because of loading or otherwise or whether as a result



**Skankane Transport**

Reg No: 2019/626961/07 • Vat No: 4540219039

Physical Address Granite Hill, Kaapschehoop Road, Nelspruit, 1200  
Postal Address: Posnet Box 296, Private Bag X11326, Nelspruit, 1200  
Facsimile 086 634 5467 • [www.skankane.co.za](http://www.skankane.co.za)



Find us on Social Media

**Managing Members:** BS Du Plessis, L Steyn, L Mulder



of the load itself, the Customer shall be responsible and shall compensate Skankane for any such damage, whether the same be direct, indirect, or consequential.

#### 22. LOADING TIME

The maximum loading time allowed to the Customer shall be 2 hours or as stipulated on the quotation unless otherwise agreed to in writing by Skankane. Loading time shall be deemed to commence at the time when the vehicle to be loaded arrives at the entrance to the property on which the loading point is situated.

#### 23. OFF-LOADING TIME

The provision of clause 23 shall apply mutis mutandis to off-loading time.

#### 24. DELIVERY DETAILS

After completion of loading, the Customer shall verify the correctness of all the details contained in the Customer's delivery documents.

#### 25. DELIVERY AND OFF-LOADING INSTRUCTIONS

The Customer shall ensure, prior to the Goods being off-loaded, that the Goods to be off-loaded are the precise Goods which are contracted to be off-loaded, that during off-loading clear and precise off-loading and delivery instructions are given, that the Goods are off-loaded at the correct place and/or off-loading point, and that immediately after off-loading the Goods off-loaded comprise the correct quantity and are in good order and condition.

#### 26. COMPLETION OF OFF-LOADING

1. When off-loading is completed the Customer shall inspect the vehicle/s to verify that the complete consignment has been off-loaded.
  2. Goods left on Skankane /s or the Sub-Contractor's vehicle/s for any reason to suit the convenience of the Customer or the consignee, are held at the sole risk of the Customer or the consignee.
- Pending forwarding and delivery, goods may be warehoused or otherwise held at any place/s at the sole discretion of Skankane or the Sub-Contractor, at the Customer's risk and expense.

#### 27. FAILURE BY THE CUSTOMER TO TAKE DELIVERY

Should the Customer fail or neglect or be unable or refuse to take delivery of the whole or any part of the Goods at the agreed off-loading point or at the agreed off-loading time, or should (through no fault of Skankane) it be not possible or practicable to off-load the Goods within the prescribed time set out in 23 above and should not acceptable alternative delivery instruction be received from the Customer, Skankane shall be entitled to store or abandon the goods at its discretion. In such event the Customer shall be liable to pay any additional charges thereby incurred and shall have no claim whatsoever against Skankane for any act or omission arising therefrom.

#### 28. DEMURRAGE

Skankane shall not be liable for demurrage or storage charges of any nature howsoever arising, levied by third



**Skankane Transport**

Reg No: 2019/626961/07 • Vat No: 4540219039

Physical Address Granite Hill, Kaapschehoop Road, Nelspruit, 1200  
Postal Address: Posnet Box 296, Private Bag X11326, Nelspruit, 1200  
Facsimile 086 634 5467 • [www.skankane.co.za](http://www.skankane.co.za)



Find us on Social Media

**Managing Members:** BS Du Plessis, L Steyn, L Mulder



parties, and were paid by Skankane, shall be refunded to Skankane by the Customer on demand. The Customer does hereby appoint Skankane irrevocably and in rem suam as its agent in its place and stead to contract for the storage of such Goods upon such terms and such conditions as Skankane may, in its discretion, elect and without any liability whatsoever attaching to Skankane to attend to such storage.

#### 29. DANGEROUS GOODS

1. Skankane is not obliged to contract for the carrying of Dangerous Goods on behalf of its customer

2. In the event of Skankane agreeing in writing to place with the Sub-Contractor the Customer's Dangerous Goods, the Customer shall

30.2.1 Disclose fully the nature and properties of such Goods to Skankane

30.2.2 Prior to loading, give Skankane special detailed instructions to enable Skankane to lace such goods for the proper safety and handling.

30.2.3 Comply with all regulations governing the loading, off-loading, storing and carriage of such Goods.

3. In the event of the Customer or consignor failing to disclose the dangerous nature of any Goods, or in the event of any Goods becoming a danger to persons or property, whether the dangerous nature thereof has been disclosed or not, Skankane shall be entitled immediately, and without prior notice to the Customer, to discharge or dispose of any such Goods, in any manner and Skankane shall not be liable for any loss or damage arising from such discharge or disposal whatsoever. Skankane shall furthermore be entitled to recover from the Customer the Freight in respect of any such carriage, notwithstanding the non-delivery of such Goods, together with any expenses incurred in discharging or disposing thereof.

4. The Customer:

30.4.1 Shall be liable for all loss and/or damages suffered by Skankane or any other Person/s howsoever caused by Dangerous Goods whether the dangerous nature thereof has been disclosed or not.

30.4.2 Hereby indemnifies Skankane against all liability and all claims by any Person/s whomsoever arising from such loss and/or damage.

#### 30. CANCELLATION OF REQUEST FOR VEHICLE

The Customer shall be entitled to cancel a request for a vehicle to carry out a particular service in terms of a Contract, provided that the Customer gives Skankane not less than 48 (forty-eight) hours' notices of cancellation (Saturdays, Sundays, and Public Holidays excluded), prior to the time of dispatch of the vehicle schedules by Skankane, failing which the Customer shall be liable to pay Skankane usual alternatively reasonable additional charges up to a maximum period of 48 (forty-eight) hours.



**Skankane Transport**

Reg No: 2019/626961/07 • Vat No: 4540219039

Physical Address Granite Hill, Kaapschehoop Road, Nelspruit, 1200

Postal Address: Posnet Box 296, Private Bag X11326, Nelspruit, 1200

Facsimile 086 634 5467 • [www.skankane.co.za](http://www.skankane.co.za)



Find us on Social Media

**Managing Members:** BS Du Plessis, L Steyn, L Mulder



### 31. BREACH OF CONTRACT BY Skankane

Should Skankane breach any terms or conditions of a Contract, the customer shall give Skankane written notice to remedy such breach within 7 (seven) days of receipt thereof, and only in the event Skankane failing to comply therewith, shall the Customer be entitled to cancel the Contract on written notice Skankane.

### 32. DUTIES AND TAXES

The Customer and consignees shall be liable for any duty, tax, imports, or outlays of whatsoever nature levied by the authorities at any post or place for or in connection with the goods, and for any payments, fines, expenses, loss or damage incurred or sustained by Skankane or the Sub-Contractor in connection therewith.

### 33. LIEN

1. (i) Skankane shall have a lien over all Goods as security for all monies owing.

(ii) In addition, Skankane shall be entitled to hold all goods as security for any monies which have been due and payable to it by the Customer from any cause whatsoever.

2. If any monies owing is not paid within 30 (thirty) days after they become due, Skankane shall be entitled without further

notice to the Customer:

(i) To open and examine any part of the consignment.

(ii) To hold any part of the consignment in such manner and upon such terms and conditions as it deems fit.

(iii) To sell the Goods over which Skankane has a lien, and to apply the proceeds of any such sale after deducting all expenses thereof in payment or deduction of any amount due by the Customer to Skankane provided that any surplus is to be paid over to the Customer, without interest, as soon as possible after the sale if the customer's address is known, or if not, upon demand by the customer.

3. Upon payment or tender of the proceeds of any such sale, Skankane shall be released from all liability to the Customer in respect of the Goods.

### 34. Competition Rules for all Skankane Transport and the Skankane Fundraising Initiative competitions.

1. Only South African citizens are allowed to enter.

2. Unlimited entries are allowed.

3. Ticket prices will remain the same regardless of quantity sold.

4. Tickets will only be given when full payment has been received.

5. Prizes cannot be redeemed for cash unless the prize is a cash prize.

6. The winner has seven (7) days from announcement to claim the prize. If not, a new draw will take place to announce the new winner.

7. Winners will be announced on [www.skankane.co.za/blog](http://www.skankane.co.za/blog), Facebook, Twitter, and LinkedIn.

8. Winners will be contacted on the day of the draw.



**Skankane Transport**

Reg No: 2019/626961/07 • Vat No: 4540219039

Physical Address Granite Hill, Kaapschehoop Road, Nelspruit, 1200

Postal Address: Posnet Box 296, Private Bag X11326, Nelspruit, 1200

Facsimile 086 634 5467 • [www.skankane.co.za](http://www.skankane.co.za)



Find us on Social Media

**Managing Members:** BS Du Plessis, L Steyn, L Mulder



9. If the prize is linked with a date that date cannot be changed.

10. The winner will have 10 days to reply with regards to set dates.

11. If the winner is not able to attend due to schedule conflicts the winner will forfeit the prize without any consolation prize and a new draw with a new winner will be announced.

12. Skankane Transport reserves the right to withdraw or cancel any hosted competition with no prior notice.

### 35. Beating Quotations

Skankane Transport definition of a quotation is:

A formal statement of promise, which is usually submitted in response to a request for a quotation, by a formal supplier to supply the goods or services required by a buyer, at specified prices, and within a specified period. A quotation may also contain terms of sale and payment, and warranties. Acceptance of a quotation(s) by the buyer constitutes an agreement binding on both parties.

A valid formal quotation for comparison should:

- 1) be on a formal company letterhead
- 2) be from a formal registered Service Provider
- 3) state if the rate is VAT included or excluded
- 4) state if the quotation includes goods in transit insurance
- 5) state if the quotation includes fuel surcharges
- 6) contain specific dimensions and weigh

If the quotation does not have the above-mentioned information, Skankane Transport reserves the right to contact the service provider to verify the rate.

In the case of fraudulent quotation documents Skankane Transport reserves the right to decline such a claim and to take legal action against all involved parties.

### 36. GENERAL

1. Skankane may cede, delegate and/or assign and/or sub-contract any or all its rights and/or obligations under a Contract.

2. These conditions shall apply to any other additional work and/or transport carried out for and on behalf of the Customer, whether the Customer's attention has been specifically drawn to these terms and conditions as being applicable to the contract governing the relationship. It shall therefore be construed that the Customer has agreed that all terms and conditions herein contained shall apply to all future and/or additional transport work carried out for and on behalf of the Customer by Skankane and/or the Sub-Contractor.

3. Skankane shall be entitled at any time, by notice to the Customer, to cancel any quotation or executory agreement in circumstances where it becomes impractical or uneconomical for Skankane to carry out the contract, and the Customer shall have no claim whatsoever against Skankane for any loss the Customer might



**Skankane Transport**

Reg No: 2019/626961/07 • Vat No: 4540219039

Physical Address Granite Hill, Kaapschehoop Road, Nelspruit, 1200

Postal Address: Posnet Box 296, Private Bag X11326, Nelspruit, 1200

Facsimile 086 634 5467 • [www.skankane.co.za](http://www.skankane.co.za)



Find us on Social Media

**Managing Members:** BS Du Plessis, L Steyn, L Mulder



incur because of Skankane canceling.

4. The parties hereby consent to the jurisdiction of any Magistrate's Court having jurisdiction over the Customer should Skankane in its sole and unfettered discretion elect to institute any action arising out of a Contract against the customer in such Court, notwithstanding that Skankane's claim may exceed the ordinary jurisdiction of such Court.

5. All Contracts shall be interpreted and governed by the Laws of the Republic of South Africa in their entirety. This Contract shall be deemed to have been entered into the Republic of South Africa.

6. The head notes to the various clauses contained in these conditions are for reference purposes only and do not affect the interpretation of the individual clauses.

7. Each of the terms hereof is severable from the rest of the terms contained herein which terms shall remain of full force and effect, should any one term be found to be invalid for any reason, or without limited the generality hereof, contra bona moras.

8. No act, omission, course of dealing, forbearance, delay, or indulgence by Skankane in enforcing any of these conditions or any of its rights in terms thereof, or any granting of time by Skankane, shall prejudice or affect the rights and remedies of Skankane under these conditions and so such matter shall be treated as any evidence or waiver or any subsequent breach thereof, or as estoppel against it. Skankane shall always, and without notice be entitled to insist on strict application of these conditions and on their strict enforcement thereof by the Customer.

9. The Customer selects as its domicilium citande et executandi for all purposes hereunder at its place of business as reflected on its invoices, delivery notes and letterheads.

10. Skankane as its domicilium citandi et executandi at the address that appears on the face hereof.

11. In the event of copayments due to insurance claims the customer will always be liable for the first R1,500.

12. Skankane insurance does not cover any electronic goods

13. Skankane does not transport or cover previously owned goods without prior arrangement

14. The responsibility with regards to packaging will always be the sole responsibility of the customer client.

15. General goods excluding bullion, specie, jewelry, precious stones, cash, stamps, deeds, travelers' cheques, documents, glass, or glass products including windshields, film, household removals, alcoholic beverages, cigarettes, tires, electronic goods, pre-paid phonecards, tinned fish, copper, livestock, and game are allowed to be transported with prior arrangement due to insurance risk.

16. By signing the Skankane waybill you accept goods are delivered in full and in good condition. No claims whatsoever will be accepted after the date of delivery and the date of the waybill.

17. Skankane's limited liability is R750,000 per full shipment and are subject to our standard trading conditions unless otherwise stated. This applies only in case of vehicle theft, hijacking or fire. Our insurance is included in



**Skankane Transport**

Reg No: 2019/626961/07 • Vat No: 4540219039

Physical Address Granite Hill, Kaapschehoop Road, Nelspruit, 1200

Postal Address: Posnet Box 296, Private Bag X11326, Nelspruit, 1200

Facsimile 086 634 5467 • [www.skankane.co.za](http://www.skankane.co.za)



Find us on Social Media

**Managing Members:** BS Du Plessis, L Steyn, L Mulder



all transport costs but excludes excess payable after the claim is made which will be for the payee's account.

18. In case of weight being more than noted, the cost will be amended accordingly.

19. Any weighbridge fines and alternative costs will be for the payee's account.

20. Loose paperwork must be put in a closed envelope attached to the waybill.

21. Goods will only be delivered after full payment is made or prior arrangement where applicable

22. Skankane does not supply any labour to load or offload goods at the supplier or clients.

23. Should clients require assistance with labour, advance notice is to be given upon confirmation of bookings so that arrangements can be made by Skankane

24. If Skankane cannot supply any labour they cannot be held responsible nor be under any obligation to find labourers.

25. Not any Skankane staff members or management will be held responsible for any damages whilst goods are being load or offloaded.

26. Skankane drivers are expected to oversee the loading and offloading procedure and is not expected to assist with the loading and/ or offloading of goods unless discussed with Skankane Management. The Skankane driver is responsible to distribute the load according to the permitted weight on each axle.



**Skankane Transport**

Reg No: 2019/626961/07 • Vat No: 4540219039

Physical Address Granite Hill, Kaapschehoop Road, Nelspruit, 1200

Postal Address: Posnet Box 296, Private Bag X11326, Nelspruit, 1200

Facsimile 086 634 5467 • [www.skankane.co.za](http://www.skankane.co.za)



Find us on Social Media

**Managing Members:** BS Du Plessis, L Steyn, L Mulder