

40. Lien

10.1 GSF shall have a lien over all Goods for monies owing to GSF by the Client in respect of services rendered by GSF, whether or not payment in respect of such Services is due.

10.2 GSF shall be entitled to hold all Goods as security for any monies which are due and payable to it by the Client from any cause whatsoever.

10.3 If any amount owing is not paid within 30 (thirty) days after it becomes due, GSF shall be entitled, without further notice to the Client:

10.3.1 To hold any part of the consignment in such manner and upon such terms and conditions as it deems fit, in order to secure its lien and security.

10.3.2 To sell the Goods over which GSF 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 Client to GSF, provided that any surplus is to be paid over to the Client, without interest, as soon as possible after the sale.

40.3.3 Upon payment or tender of the proceeds of any such sale, Gsf Trucking CC shall be released from all liability (if any) to the Client in respect of the Goods.

41. Warsaw Convention

If transportation or carriage by air of any consignment involves an ultimate destination, or stop, in a country other than the country of departure, the Warsaw Convention may apply; and the convention governs, and in most cases further limits the liability of GSF, in respect of loss or damage to such consignment.

42. Duplicate Documents

GSF is under no obligation whatsoever to provide Clients with duplicates of any documents issued by it. Nevertheless, GSF, without being legally obligated to do so, will, in its discretion, endeavour wherever possible, to provide Clients with duplicate documents; but reserves the right to charge for such copies.

43. Jurisdiction of the Magistrates Court

GSF shall be entitled to institute any proceedings against the Client in any Magistrates Court having jurisdiction over it, even if the cause of action or amount claimed is beyond that jurisdiction of the court.

44. Dispute

44.1 Should there be any dispute of any nature whatsoever between the parties in regard to any aspect, matter or thing relating to this STT&C; including whether or not GSF has executed its obligations in terms of any other agreement it has with the Client, then and in such

event; the Client shall nevertheless be obliged to perform all its obligations to GSF in terms of any such agreement, as though GSF had performed properly and to the Client's satisfaction.

44.2 The Client shall not be entitled to withhold payments of any amounts, by reason of any disputes with GSF, whether in relation to GSF's performance in terms of any agreement, or lack of performance or otherwise.

44.3 In any dispute between GSF and the Client, GSF shall be deemed to have performed its obligations in a proper and workmanlike manner, and strictly in accordance with any agreement between it and the Client, until such time as the Client proves the contrary.

45. Arbitration

45.1 A claim for payment for services rendered shall not be subject to arbitration.

45.2 A dispute, which arises in regard to the interpretation of; or the carrying into effect of; or any of the parties' rights and obligations arising from; or the termination or purported termination of or arising from the termination of; or the rectification or proposed rectification of the Contract of Service; or out of or pursuant to the said Contract (other than where an interdict is sought or urgent relief is to be obtained from a court of competent jurisdiction), shall be submitted to and decided by arbitration as set out in clause 45.3 – 45.12 below.

45.3 The arbitration shall be held; with only the parties and their representatives present thereat; at Durban.

45.4 It is the intention that the arbitration shall, where possible, be held and concluded in 21 (twenty one) Business Days after it has been demanded. The parties shall use their best endeavours to procure the expeditious completion of the arbitration.

45.5 Save as expressly provided in the Contract of Service to the contrary, the arbitration shall be subject to the arbitration legislation for the time being in force in the Republic of South Africa.

45.6 If the matter in dispute is principally an accounting matter the arbitrator shall be, independent auditors agreed between the parties in writing; or failing such agreement, within 10 (ten) days after the arbitration has been demanded, at the request of either of the parties, an independent auditor shall be nominated for the time being by the President of the South African Institute of Chartered Accountants (or its successor body); whereupon the parties shall forthwith appoint such person as the arbitrator. If that person fails or refuses to make the nomination, either party may approach any court having jurisdiction to make such appointment and, to the extent necessary, such court is expressly empowered to do so.

45.7 In any other matter, an impartial admitted senior attorney of not less than 10 (ten) years' standing, or a retired judge, agreed between the parties in writing; or failing such agreement, within 10 (ten) days after the arbitration has been demanded, at the request of either of the parties, a suitably qualified and competent arbitrator shall be nominated for the time being by the President of the Law Society of Kwa-Zulu Natal (or its successor body in Durban); whereupon the parties shall forthwith appoint such person as the arbitrator. If that person fails or refuses to make the nomination, either party may approach any court having

jurisdiction to make such appointment and, to the extent necessary, such court is expressly empowered to do so.

45.8 The parties shall keep the evidence in the arbitration proceedings and any order made by any arbitrator confidential.

45.9 The arbitrator shall be obliged to give his award in writing, fully supported by reason.

45.10 The provisions of this clause are severable from the rest of this agreement; and shall remain in effect, even if this agreement is terminated for any reason.

45.11 The arbitrator shall have the power to give default judgment if either party fails to make submissions on due date; and/or fails to appear at the arbitration.

45.12 The parties agree that the dispute submitted to arbitration, is to be deemed to be a legal process for the purpose of interrupting extinctive prescription in terms of the Prescription Act, (Act 68 of 1969 – as amended).

46. General

46.1 GSF may cede all its rights under this Contract.

46.2 GSF may appoint a sub-contractor to render services on its behalf in terms of this contract.

46.3 These conditions shall apply to any other additional work and/or transport carried out for and on behalf of the Client; whether or not the Client's attention has been specifically drawn to these terms and conditions as being applicable to the contract governing the relationship.

46.4 It shall therefore be construed that the Client has agreed, that all terms and conditions herein contained, shall apply to all future and/or additional work carried out, or services rendered for and on behalf of the Client by GSF and/or its Sub-Contractor.

46.5 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 in the Republic of South Africa.

46.6 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.

46.7 The Client selects as its domicilium citandi et executandi for all purposes hereunder its place of business as reflected on its invoices, delivery notes and letterheads.

46.8 GSF selects as its domicilium citandi et executandi the address that appears on the face hereof.

47. Severability

Each clause of the Contract of Service is severable, the one from the other. If any clause is found to be defective, or unenforceable, for any reason, by any competent court, the remaining clauses will be and continue to be of full force and effect.

48. No Waiver

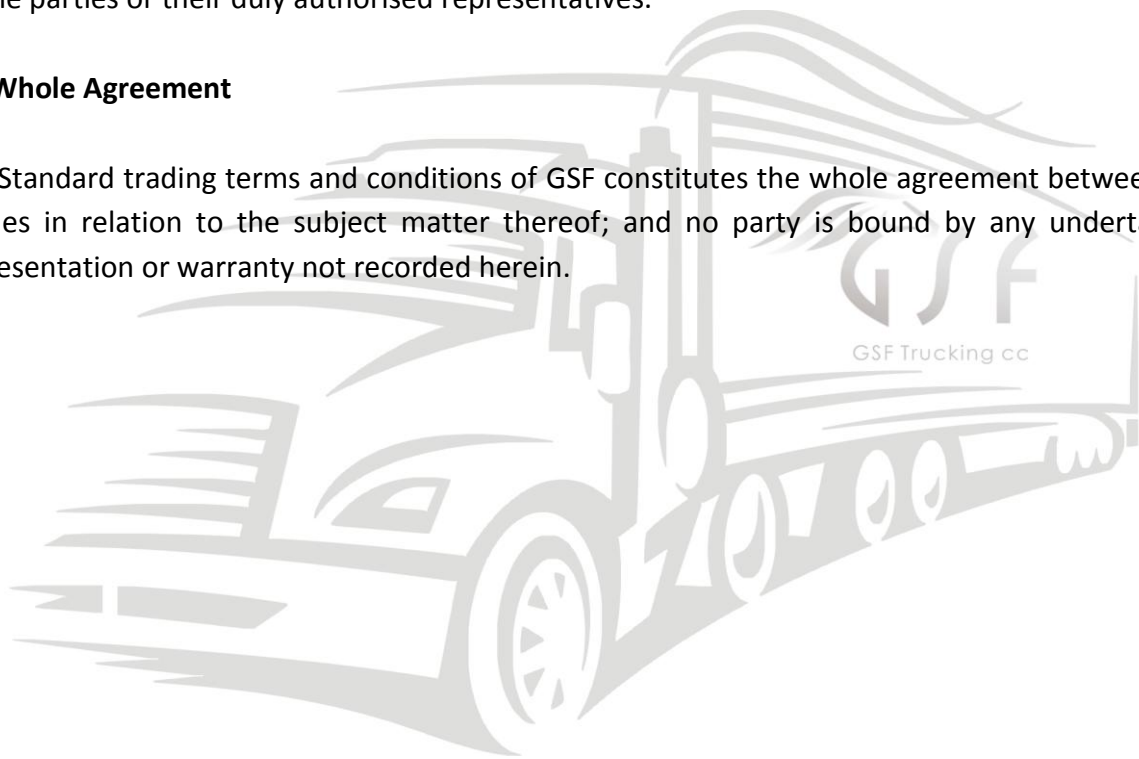
Any relaxation, indulgence or extension of time that GSF grants the Client shall not be construed as a waiver of any of GSF's rights in terms of the Contract of Service; nor a novation of any of the terms of the said Contract; nor stop GSF from enforcing strict and punctual compliance with the terms of the said Contract.

49. No Variation

No variation of, addition to, consensual cancellation of, or waiver of any right arising in terms of the Contract of Service will be of any force or effect; unless it is reduced to writing and signed by the parties or their duly authorised representatives.

50. Whole Agreement

The Standard trading terms and conditions of GSF constitutes the whole agreement between the parties in relation to the subject matter thereof; and no party is bound by any undertaking, representation or warranty not recorded herein.



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