

# Regional Wholesale Service (Pty) Ltd

## Standard Terms and Conditions

Regional Wholesale Service (Pty) Ltd (hereinafter referred to as "RWS" provides a collection, delivery, and warehousing service to its Clients, subject to the following:

### 1. DEFINITIONS

- 1.1. "Carriage" shall mean the transport and in transit storage of goods from one point to another by RWS using means it deems suitable.
- 1.2. "Client" shall mean the party responsible for the payment for the Carriage of the Consignment.
- 1.3. "Confidential Information" means any information, the divulgence of which may negatively affect either of the party's ability to compete in the market or affect the profitability of the party into the future.
- 1.4. "Consignment" shall mean any document, parcels or freight accepted for Carriage by RWS.
- 1.5. "Excluded Goods" shall mean all goods for which RWS's risk and liability is excluded in the Carriage thereof, and includes money, bullion, jewellery, watches, precious stones, negotiable instruments; explosives, all live animals or plants, guns, ammunition, hazardous / dangerous goods / materials, mirrors, artwork, furniture, and antiques.
- 1.6. "Force Majeure Event" shall mean any strike, riots, flood, fire, storms, explosions, earthquake, military conflict, insurrection, breakdown in law and order, supervening legislation, regulations, restrictions, or directives, acts of God, disease outbreak, epidemic or pandemic, or any event beyond the reasonable control of a Party.
- 1.7. "Owner" shall mean the party who has a financial interest in the Consignment.
- 1.8. "Parties" shall mean RWS and the Client and the term "Party" refers to either one of them.
- 1.9. "POPI" means the Protection of Personal Information Act, 4 of 2013 (as amended), its regulations and codes.
- 1.10. "Receiver" shall mean the person to whom the Consignment is delivered by RWS, as instructed by the Client.
- 1.11. "RWS" shall mean Regional Wholesale Service (Pty) Ltd, registration number 2014/076654/07.
- 1.12. "Services" shall mean the collection, carriage and delivery of a Consignment as laid out herein.
- 1.13. "Supporting documents" are those documents, issued, signed, or stamped by the Receiver, excluding the Waybill.
- 1.14. "Terms" means these terms and conditions, read together with any Supporting Documentation.
- 1.15. "Third Party" shall mean any party having no affiliation to RWS in anyway.
- 1.16. "Waybill" is the accompanying document which identifies the Client, the number and weight of packages involved and instructions regarding the time and place of both the collection and delivery thereof, copies of which are signed by the Sender/Receiver/RWS representative (as the case may be) and serve as proof of handover of the Consignment from one party to the other.

### 2. INTERPRETATION

- 2.1. The Client by their placement of an order for the Services with RWS, confirm that these Terms represent the entire agreement between the Parties and neither Party will be bound by any undertakings, representations, warranties or promises not recorded in these terms and conditions unless reduced to writing and signed by both Parties.
- 2.2. In the event of the Parties concluding stand-alone agreement governing the terms of trade, such agreement will be read together with these Terms and shall supersede these Terms in the event of conflicting provisions.
- 2.3. Nothing in these Terms will constitute or be construed as constituting either a partnership or a joint venture between the Parties.

### 3. TERMS AND CONDITIONS

- 3.1. RWS' prices and services are set out in its Price List which is negotiated or quoted to the Client and are subject to review from time to time.
- 3.2. Any credit limit, invoice frequency, or payment terms set by RWS shall be at its sole and absolute discretion and may be varied by RWS upon 30 (thirty) days written notice to the Client.
- 3.3. The Client shall make payment of any amounts owing to RWS within 30 (thirty) days of date of statement and agrees that RWS shall be entitled to suspend, delay and/or cancel collection and/or delivery of any Consignment(s) in the event of non-payment.
- 3.4. The Client acknowledges that RWS shall have both a special and a general lien over a Consignment (regardless of ownership thereof), for the due and proper fulfilment of the Client's payment obligations to RWS.
- 3.5. Failure to pay the amount due in accordance with these Terms may attract interest in terms of the National Credit Act, 34 of 2005.
- 3.6. Any payment made without the provision of a remittance advice within 30 days of such payment, will be allocated by RWS at its sole discretion.
- 3.7. Disputes and account queries must be made in writing to the accounts department within 30 (thirty) days from date of statement with specific details of the dispute or query, failing which they will not be considered.
- 3.8. No amounts may be deducted or withheld without a Credit Note issued by RWS.
- 3.9. In the event of RWS having to institute legal action to secure payment of any outstanding account the Client will be liable for all legal costs incurred by RWS on a scale as between Attorney and Client, including, but not limited to Sheriffs fees.
- 3.10. RWS shall have the right to check the weights and dimensions of any consignment and alter these on the waybill for billing purposes.
- 3.11. The RWS Route Guide included on the RWS Website ([www.rwservices.co.za](http://www.rwservices.co.za)) provides Locations, Location Types and Delivery Frequencies, and should be read in conjunction with the RWS Price List provided annually or on demand on the above website to that Client.
- 3.12. The Fuel Surcharge is calculated based on a formula linked to the Inland Fuel Price of 95 Octane Fuel and is adjusted in accordance monthly. All other prices are adjusted annually effective 1 March unless extraordinary circumstance occur.

### 4. RISK AND LIABILITY

- 4.1. Risk in and to the Consignment shall be with RWS while the Consignment is in RWS's possession and shall automatically pass to the Receiver upon delivery thereof to the address stated on the applicable Waybill. RWS' standard form POD (proof of delivery) document shall serve as prima facie proof that the Consignment was delivered, and that risk has passed to the Receiver.
- 4.2. Should RWS be unable to effect delivery of the Consignment, it shall notify the Client accordingly and take all reasonable steps to return the Consignment to the Client. The Client will remain responsible for the costs of Carriage, attempted delivery and return of the Consignment.
- 4.3. RWS shall not, under any circumstances, be liable for any indirect and/or consequential loss and/or damages (of any nature whatsoever) suffered by the Client, Owner, Receiver or any third party, including (without limiting the generality of the foregoing) loss of profits, loss of sales, loss of revenue, loss of opportunity and/or loss of contracts, howsoever caused.
- 4.4. The Client hereby agrees that it shall not have any claim against RWS unless the Client has given RWS written notice (submitted in the form of the online claim on the RWS Client Interface) within a period of 14 (fourteen) days after date of delivery. Such written notice shall in each instance specify in reasonable detail the legal and factual basis of the claim and evidence on which the Client relies. Failure to supply necessary documents requested to support the claim will result in the claim not being considered.

- 4.5. Subject to Clause 5 below, if RWS is found by a competent court or arbitrator having jurisdiction over the claim to have any liability, RWS's liability shall in aggregate be limited to an amount R10 000 (Ten Thousand Rand) per Waybill.
- 4.6. Notwithstanding Clause 4.5 above, RWS shall not, under any circumstances, be liable for losses caused by the criminal acts or omissions of Third Parties or resulting from non-OEM packaging or due to a Force Majeure Event.
- 4.7. In addition to the above, the Client hereby waives any claim of whatever nature, howsoever arising whether in contract or in delict or otherwise which the Client may have against RWS beyond the amount recovered by RWS under any risk insurance policy kept by RWS as contemplated in Clause 5 below. Whilst RWS will make every effort to ensure that such insurance is in place with a reputable underwriter, it gives no undertaking that such insurance will cover any Client's claim made against it.
- 4.8. Valid claims will only be paid by RWS where the Client's account with RWS has been paid in accordance with the credit terms extended.
- 4.9. Where a claim has been paid in full for goods damaged, RWS reserves the right to take possession of the goods as salvage and to dispose of such goods as it sees fit.
- 4.10. RWS will not be responsible for any fulfilment of Customs formalities or payments. RWS will assist the Client in this regard should the Client so instruct, on condition that such assistance will be rendered at the sole risk and responsibility of the Client and the Client undertakes to indemnify RWS against any claims in this respect.
- 5. INSURANCE**
- 5.1. RWS carries Goods in Transit ("GIT") cover on linehaul transport of R1 000 000 (One Million Rand) and GIT cover on transport between RWS hubs and the Sender/Receiver of R300 000 (Three Hundred Thousand Rand) for the total contents of the vehicle.
- 5.2. RWS carries Sasria cover in the total amount of R5 000 000 (Five Million Rand) per event.
- 5.3. RWS carries Public Liability Insurance cover in the total amount of R5 000 000 (Five Million Rand) per event.
- 5.4. Notwithstanding Clauses 5.1 and 5.2 above, it is solely the Client's responsibility to notify RWS of high-value Consignments. RWS shall not be liable for any damages or losses suffered by the Client or the Owner due to the Client's failure to comply with the provisions of Clause 6, and the Client shall indemnify and hold RWS harmless against any such claims arising.
- 5.5. The Client accepts that it is their responsibility to obtain additional insurance cover at their own cost in respect of Consignments that fall outside the limits of stated above.
- 6. CLIENT'S WARRANTIES**
- 6.1. The Client undertakes and warrants the following in respect of each Consignment:
- 6.1.1. that the contents, weights, and dimensions of the Consignment are accurately described on the Waybill.
- 6.1.2. that the Waybill is printed and affixed to the parcel.
- 6.1.3. that the Consignment is appropriately and adequately packed and accurately addressed, to enable delivery to take place on the course of ordinary care and handling.
- 6.1.4. that the Client has, to the best of its knowledge and belief, complied with all laws, rules and regulations regarding the Carriage and that the Consignment is not in any way in contravention of these Terms or any laws, rules or regulations.
- 6.2. A Consignment that does not comply with the criteria set out in Clause 6.1 may be deemed to be "Prohibited" and RWS, at its election:
- 6.2.1. may notify the Client in writing to collect such consignment forthwith at the cost of the Client; and/or
- 6.2.2. may notify the relevant public authorities; and/or
- 6.2.3. reserves the right to deal with such Prohibited Consignment as it deems fit in the given circumstances, including to destroy, dispose of or abandon any Prohibited Consignments at the cost of the Client.
- 6.3. The Client indemnifies and holds RWS harmless against any damages or losses of whatsoever nature (including penalties and/or fines and legal costs on the scale of attorney and own client) suffered by RWS due to a breach of its obligations set out in this Clause 6.
- 7. RISK COVER EXCLUSIONS**
- 7.1. RWS will not be liable for any claims made by the Client in any of the following circumstances:
- 7.1.1. where the Client fails to submit the Claim to RWS within the applicable time limits.
- 7.1.2. where the Client fails to inform RWS that the Waybill relates to a high value consignment.
- 7.1.3. where a Consignment includes Excluded Goods, which are carried at the Client's sole risk.
- 7.1.4. where a Consignment includes second-hand goods that have not been declared as such to RWS.
- 7.1.5. where the Consignment is determined by RWS to have been defective prior to the Carriage.
- 7.1.6. where RWS fails, delays or is unable to carry out its obligations because of a Force Majeure Event.
- 7.1.7. where the goods contained in the Consignment have not been packed in the original manufacturer's packaging or the equivalent.
- 8. POPI**
- 8.1. Purpose of the Personal Information Collected  
The Client acknowledges that the various information as requested by RWS, is necessary in order to enable RWS to assess the viability and risks of contracting with the Client.
- 8.2. Disclosure of the Client's Personal Information  
By signature hereto, the Client consents to RWS utilising and sharing its information with the different companies and brands of its group, and that it may share the Client's personal information with trusted third party service providers who work on their behalf, such as logistical companies, contractors, payment processes etc. The Client acknowledges that RWS has entered into agreements with these third party service providers prohibiting them from utilising the Client's personal information or its directors/members/trustees information, other than to provide the services requested or required in terms of this Agreement.
- 8.3. Protection of the Client's Personal Information
- 8.3.1. RWS has implemented appropriate technical and organisational measures to protect the client's personal information against accidental or unlawful destruction, loss, alteration or unauthorised disclosure or access, and against all other unlawful forms of processing;
- 8.3.2. When collecting or transferring special personal information, RWS utilises a variety of additional security technologies and procedures to help protect its information;
- 8.3.3. The personal information provided will be stored on computer systems located in controlled facilities which can only be accessed by a limited number of persons who have a need to know in order to carry out their tasks and any services requested/required by the Client in terms of this Agreement;
- 8.3.4. When processing highly confidential information (such as banking information) over the internet, RWS is protected through the use of encryption.

8.4. The Client's Rights

8.4.1. The Client has the following rights:-

- 8.4.1.1. To be informed;
- 8.4.1.2. The right of access, allowing you to request a copy of the personal information that RWS holds about the Client;
- 8.4.1.3. The right to rectification, whereby the Client is permitted to request that RWS update the personal information that it holds about the Client, or to correct any personal information that the Client believes is incorrect or incomplete;
- 8.4.1.4. The right to delete, by asking that RWS delete personal information that RWS holds about the Client, or restrict the way in which such information is used;
- 8.4.1.5. The right to withdraw consent to the processing of the personal information (to the extent such processing is based on consent); and
- 8.4.1.6. The right to object to the processing of personal information (to the extent such processing is based on consent).

8.5. Data Retention

- 8.5.1. RWS will only retain the personal information of the Client as long as is reasonably required for purposes of complying with its obligations in terms of this Agreement, or alternatively, as directed by statute;
- 8.5.2. In all other cases, RWS will process the Client's personal information for up to Five (5) years of RWS's last interaction with the Client.

8.6. Transfer to Other Countries

- 8.6.1. The Client's personal information may be transferred to other countries where laws governing the processing of personal information may be less stringent than the laws in the Republic of South Africa.
- 8.6.2. In such an instance, RWS will ensure that there are adequate safeguards in place to protect the Client's personal information.

9. **GENERAL**

- 9.1. *All matters arising from these Terms, its validity, existence, or termination shall be determined in accordance with the laws for the time being of the Republic of South Africa, and the Parties hereby submit to the jurisdiction of the Magistrates' Court having jurisdiction over the Parties.*
  - 9.2. *Each Party warrants that it will treat and hold as confidential the Confidential Information, which it may receive from the other Party or which becomes known to it, and not disclose any Confidential Information to any third party without having obtained the other Party's prior written consent.*
  - 9.3. *No indulgence which either of the Parties may grant to the other will constitute a waiver of any of the rights of the other, who will not thereby be precluded from exercising those rights which might have arisen in the past or which might arise in the future.*
  - 9.4. *Should any one or more of the provisions of these Terms be held to be invalid, unlawful, or unenforceable by a Competent Authority, such provisions will be severable from the remaining terms and conditions, which will continue to be valid and enforceable.*
  - 9.5. *The Client hereby consents to RWS collecting, processing, storing, and releasing its personal information and data for the purposes of undertaking credit checks on the Client in relation to the provision of credit facilities.*
  - 9.6. *RWS shall be entitled to amend these Terms from time to time and shall inform its Client of such changes.*
- Effective Date: 1 March 2021*

**Name & Surname:** \_\_\_\_\_ **Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
(As duly authorized):