



Complete document digitally electronic signature. Otherwise, complete document in black ink and ensure original signed document is returned to GFS Sales Representative

## 1. INTERPRETATION

In these trading terms and conditions:

- 1.1. Clause headings are for reference only and do not affect the interpretation of the clauses.
- 1.2. Unless the context clearly indicates otherwise, words indicating any gender include the other genders, the singular includes the plural and vice versa, and natural persons include legal entities (corporate or unincorporated) and vice versa.
- 1.3. The following terms are defined as follows, and related expressions shall have corresponding meanings:
  - 1.3.1. **"The company"** refers to the company mentioned above or, if it exercises its right under clause 2, the group member on behalf of which it acts.
  - 1.3.2. **"Customer"** means any person who requests or on whose behalf the company undertakes any business or provides advice, information, or service.
  - 1.3.3. **"Goods"** refers to any items handled, transported, or managed by or on behalf of the company, or which come under the company's control through the customer's instructions. This includes containers, tanks, pallets, packaging, and equipment used in connection with the goods.
  - 1.3.4. **"The group"** includes the company and any holding or subsidiary company that may provide a service to the customer under clause 2.
  - 1.3.5. **"The owner"** refers to the owner of the goods subject to these trading terms and conditions, and any person who has or may acquire any interest in them.

## 2. MEMBERS OF THE GROUP RENDERING SERVICES TO THE CUSTOMER

The company may choose to perform any business or provide advice, information, or services itself or may have any member of the group do so under these terms and conditions, which will apply equally to the customer and the group member.

## 3. APPLICATION OF TRADING TERMS AND CONDITIONS

Except as specified in clause 5, all business undertaken or advice, information, or services provided by the company, whether gratuitous or not, is subject to these trading terms and conditions.

## 4. OWNER'S RISK

All handling, packing, loading, unloading, warehousing, and transporting of goods by or on behalf of the company is done at the sole risk of the customer and/or the owner, who indemnifies the company accordingly.

## 5. APPLICABLE LEGISLATION

- 5.1. If the company must comply with any law while performing its duties, such compliance does not waive any rights under these terms and conditions.
- 5.2. Compliance with the law does not impose any additional obligations, responsibilities, or liabilities on the company toward the customer.
- 5.3. If any term in these conditions' conflicts with the law, it will be amended to conform to the law, without affecting the remaining provisions.

## 6. COMPANY'S DISCRETION IN THE ABSENCE OF INSTRUCTIONS

In the absence of specific written instructions from the customer:

- 6.1. The company may decide the timing of any necessary actions to fulfil its obligations.
- 6.2. The company has absolute discretion in choosing the means, route, and procedure for performing its services.
- 6.3. When multiple tariff rates or premiums are available, the company may choose the declaration and liability level, if any, imposed on the carrier, warehouseman, underwriter, or other party.

## 7. COMPANY'S GENERAL DISCRETION

- 7.1. The company may depart from the customer's instructions if deemed in the customer's interest or for the public good, without incurring liability.
- 7.2. If events make it impossible or impractical to comply with the customer's instructions, the company will seek further instructions. If not received in time, the company may manage the goods at the customer's risk and expense.

## 8. INSURANCE

The company will try to arrange any insurance as instructed by the customer in writing. This insurance is subject to the terms of the insurer, and the company is not obligated to obtain separate coverage for excluded risks. Unless otherwise agreed, the company may cover consignments under an open or general policy. If an insurer disputes liability, the customer's recourse is against the insurer, not the company. When arranging insurance, the company acts solely as an agent for the customer.

## 9. INSPECTION OF PACKAGE AND DECLARATION

- 9.1. The company has the right (upon receipt or in preparing for export shipment) to open and inspect any package, or part thereof, for security purposes and to verify compliance with export and import laws and to confirm the goods' description and other information supplied, without prior notice to the customer. The company has no duty or responsibility to inspect packages for non-obvious damage or breakage.
- 9.2. The risk to and ownership of the goods/package shall remain vested in the customer. In the event that the company finds that the packages include any of the restricted/prohibited commodities as set out in clause 18 & 19, the company retains the right to hand over the restricted/prohibited commodities to the respective authorities and the customer will not hold the company liable against any loss or damages suffered due to such hand over. If the goods have been paid by the company, it will remain the property of the company until fully paid by the customer.
- 9.3. The customer takes responsibility for any information provided and warrants that the goods are within the correct regulations. The customer will be liable and agrees to indemnify the company for any costs, penalties or fines which may be incurred if any package is found to violate clause 18 & 19 and for any legal costs that the company incurs in connection with such violations.
- 9.4. An accurate description of the contents of the customer's package and its value is necessary for compliance with export and import laws. The company may request, and the customer will provide a copy of the supplier invoice or order confirmation, establishing the price paid for the goods and / or proof of payment. However, the customer is solely responsible for the correctness and accuracy of all information provided to the company regarding the contents of the package and its value.
- 9.5. The customer acknowledges that packages may be inspected at any time by export and import authorities. Packages with misleading product descriptions or under-declared valuations may be delayed by the relevant customs authorities, who may dispute and correct the declaration – in which case, the customer may be liable for additional fees such as but not limited to overstays, storage, detention, destruction, demurrage or penalties.

## 10. PURCHASE OF GOODS FROM SUPPLIER

- 10.1. When the customer purchase goods directly from its supplier, the customer is solely responsible for selecting and ordering the Goods from the Supplier and any purchase of goods is a transaction solely between the Customer and the Supplier.
- 10.2. Should the Customer make use of the company for the purchase of any goods, the Customer accepts the price, product, quantity and the quality of the product as listed in the Sales Confirmation supplied by the company. In this case, the company will make payment on behalf of the Customer and arrange for goods to be delivered to the departure hub.
- 10.3. The company has no liability for any failure of a Supplier to ship to the GFS Imports Hub or to fulfil an order by the Customer. The company makes no representations, warranties or guarantees regarding the quality or suitability of the Goods ordered, or for any defects in any goods purchased, or any liability for any injury or damage that any goods may cause, or for any other failure of the Goods to meet the Customer's expectations.

## 11. RECEIPT OF PACKAGE AT THE DEPARTURE HUB

- 11.1. It is the customer's responsibility to arrange delivery of the goods / package from its supplier to the departure hub at its own cost unless written instruction is given to the company.
- 11.2. It is the customer's responsibility to instruct the supplier to attach a waybill to each package being delivered to the departure hub.
- 11.3. The company will in good faith receive packages delivered to the departure hub.
- 11.4. Once the customer packages arrive at the departure hub it will be re-weighed and re-measured by the company and the final dimensions will be recorded.
- 11.5. The company will reject all packages that do not have a valid Waybill attached to each package and the cost to return the package will be for the customer's account.
- 11.6. The company will not be liable for packages lost or damaged in transit from the supplier to the departure hub. The company reserve the right to refuse delivery at the departure hub if, upon inspection of the outside of the package, it is obvious that the goods are damaged, incomplete, or does not meet the imports/export requirements set out by the applicable law.
- 11.7. The company may repack goods to reduce the bulk or the weight of the package, but will never open any inner sealed, shrink-wrapped or 'designer' packaging.

## 12. COMPANY'S OBLIGATIONS IN THE ABSENCE OF INSTRUCTIONS

Unless specific written instructions are given to and accepted by the company in a timely manner, the company is not obligated to:



Complete document digitally electronic signature. Otherwise, complete document in black ink and ensure original signed document is returned to GFS Sales Representative

- 12.1. Make any declaration regarding the nature or value of any goods, or any special interest in delivery, under any statute, convention, or contract. Specifically, the company is not required to declare or seek special protection or cover from any carrier for dangerous goods or other items needing special handling or storage conditions.
- 12.2. Arrange for any particular goods to be carried, stored, or handled separately from other goods.

### 13. CUSTOMER'S UNDERTAKINGS

- 13.1. The customer is presumed to have reasonable knowledge of all matters related to their business, goods, and the services to be provided by the company. This includes, but is not limited to, terms of sale and purchase. The customer undertakes to provide all relevant information to the company.
- 13.2. The customer warrants that:
- 13.2.1. It is either the owner or the authorized agent of the owner of any goods for which it instructs the company, and all such persons are bound by these trading terms and conditions.
- 13.2.2. By authorizing the customer to enter into any contract with the company and/or accepting any document issued by the company, the owner, sender, or consignee agrees to be bound by these trading terms and conditions, and the company has the right to enforce any liability of the customer against them jointly and severally or recover unpaid sums.
- 13.2.3. All information and instructions supplied by the customer to the company are accurate, true, and comprehensive. This includes descriptions, values, and other particulars provided for customs, consular, and other purposes. The customer warrants not to withhold any necessary information and indemnifies the company against all claims, losses, penalties, damages, expenses, and fines arising from any breach of this warranty, including any assessment or reassessment.
- 13.2.4. All goods will be properly prepared, packed, stowed, labelled, and marked appropriately, considering the nature of the contract and the goods involved, ensuring they can withstand normal hazards. 12.2.5. When goods are carried in or on transport units (e.g., containers, trailers, flats, tilts, railway wagons, tanks, igloos), unless the company has accepted specific written instructions to load the transport unit:
- 13.2.4.1. The transport unit has been properly and competently loaded.
- 13.2.4.2. The goods are suitable for carriage in or on the transport unit.
- 13.2.4.3. The transport unit is in suitable condition to carry the goods and complies with the requirements of all relevant transport authorities and carriers

### 14. RECOVERY OF DEBTS DUE TO THE COMPANY

The company is entitled to recover any amounts due from the customer related to instructions or contracts for specific goods. If the customer acts as an agent for a principal, the company may recover debts from either party as it deems fit.

### 15. COMPANY ENTITLED TO ACT AS AGENT OR PRINCIPAL IN CONTRACTING

- 15.1. Unless otherwise agreed in writing, the company may act either as an agent for and on behalf of the customer or as a principal when procuring the carriage, storage, packing, or handling of goods.
- 15.2. Offering and accepting a fixed price for a task does not determine whether the company acts as an agent or principal.
- 15.3. When the company, as an agent, concludes a contract with a third party on behalf of the customer, that contract is between the customer and the third party.
- 15.4. Unless otherwise agreed in writing, the company may enter into any contracts deemed necessary to fulfil the customer's instructions, including contracts for:
- 15.4.1. Carriage of goods by any route, means, or person.
- 15.4.2. Storage, packing, transport, shipping, loading, unloading, and handling of goods by any person, at any location, for any duration.
- 15.4.3. Carriage or storage of goods in break-bulk form, in or on transport units, with or without other goods.

### 16. SUBCONTRACTING

- 16.1. The company may, at its discretion, fulfil services using its own staff or subcontract third parties, under conditions stipulated or negotiated with those third parties.
- 16.2. When third parties are employed, the company is not responsible for their actions or omissions, even if it pays their charges. However, the company will, if suitably indemnified, take action against third parties on the customer's behalf as directed by the customer.

### 17. TERMS AND CONDITIONS OF AGENTS AND SUBCONTRACTORS

The customer agrees that all goods will be handled according to the terms and conditions stipulated by carriers, warehousemen, government departments, and

other parties, whether or not these terms are inconsistent with the company's terms and conditions.

### 18. GOODS REQUIRING SPECIAL ARRANGEMENTS

Except under special arrangements previously made in writing, the company will not accept or handle bullion, coin, precious stones, jewellery, valuables, antiques, pictures, human remains, livestock, or plants. If such goods are delivered without special arrangements, the company incurs no liability and any claims will be governed by clauses 41 and 42.

### 19. GOODS REQUIRING PRIOR CONSENT OF THE COMPANY

- 19.1. The customer must obtain the company's specific written consent before delivering any goods that are dangerous, inflammable, noxious, or otherwise hazardous, or that require special handling or storage conditions. The customer warrants that such goods comply with all applicable laws and regulations and are clearly marked with all necessary information.
- 19.2. If such goods are delivered without prior consent, the company may destroy, dispose of, abandon, or render them harmless at the customer's risk and expense, without liability for compensation. The customer indemnifies the company against all loss, liability, or damage resulting from such goods.

### 20. PERISHABLE GOODS

- 20.1. Without limiting or affecting any other terms of these trading terms and conditions, goods (whether perishable or otherwise) under the company's care, custody, or control may be sold or disposed of by the company at the customer's expense and without notice to the customer, sender, owner, or consignee if:
- 20.1.1. The goods have begun to deteriorate or are likely to deteriorate;
- 20.1.2. The goods are insufficiently addressed or marked;
- 20.1.3. The customer cannot be identified;
- 20.1.4. The goods have not been collected or accepted by the customer or any other person within 21 days after the company has notified the customer in writing to collect or accept such goods. If the company does not have an address for the customer, this notice period is not required. Payment or tender of the net proceeds from the sale, after deducting the company's charges and expenses, shall be equivalent to delivery of such goods.
- 20.2. If any amount owed by the customer to the company becomes due and remains unpaid, the company is authorized, without first obtaining a court order, to sell all or any of the goods by public auction or, with reasonable notice not exceeding 14 days, by private treaty. The net proceeds from any such sale, after deducting all costs, charges, and expenses incurred by the company, shall be applied to reduce or discharge the customer's obligations to the company. Any excess amount collected by the company, after covering the full amount of the customer's obligations, will be refunded to the customer.

### 21. ACCEPTANCE OF DELIVERY

- 21.1. If delivery of any goods is not accepted by the customer, consignee, or the customer's nominated party at the appropriate time and place, the company is entitled to store the goods at the customer's expense and at no risk to the company.
- 21.2. The provisions of clause 20.2 shall apply mutatis mutandis.

### 22. WAREHOUSING

Pending forwarding and/or delivery by or on behalf of the company, goods may be warehoused or otherwise held at any place determined by the company at its absolute discretion and at the customer's expense.

### 23. COLLECTION OF EXPENSES AND COD

- 23.1. When goods are accepted or handled by the company with instructions to collect freight, duties, charges, or other expenses from the consignee or any other person, the customer remains responsible if these are not paid immediately when due.
- 23.2. If the company accepts instructions to collect payment on delivery, it will assume the recipient will effect payment and will not be liable for any negotiable instrument not met on the due date for payment.

### 24. SUNDRY GOODS RECOGNISABLE AS THE CUSTOMER'S

The company has no obligation to take any action regarding goods recognizable as belonging to the customer unless it receives suitable instructions and all necessary documents related to those goods.

### 25. EXAMINATION OF LANDED GOODS



Complete document digitally electronic signature. Otherwise, complete document in black ink and ensure original signed document is returned to GFS Sales Representative

- 25.1. If an examination is necessary or other action is required for any discrepancy in goods landed or discharged from any vessel, aircraft, vehicle, or transport unit, the company is not responsible for any failure to hold such examination or take other action unless it has been promptly notified by the landing or discharge agent of the goods' landing and the discrepancy.
- 25.2. The company is not responsible for examining or counting goods received if they are bundled, palletized, or packed in a manner that prevents easy counting. If the company undertakes to count such goods, it incurs no liability for any counting errors or inaccuracies, whether due to negligence or otherwise, and may charge the customer for this service.
- 26. DUTIES, TAXES, IMPOSTS, LEVIES, AND DEPOSITS**
- 26.1. The customer is liable for any duties, taxes, imposts, levies, deposits, or outlays of any nature levied by or payable to authorities, intermediaries, or other parties at any port or place in connection with the goods, whether at the time of entry or subsequently. This includes any payments, fines, penalties, expenses, loss, or damage incurred or sustained by the company in connection with or arising from such duties or taxes.
- 26.2. The customer can only claim back Customs VAT after receiving confirmation of the receipt number and date of payment from the company. If the customer claims back Customs VAT before receiving this confirmation, resulting in penalties from SARS, the customer is responsible for these penalties and indemnifies the company against all related costs, claims, and penalties.
- 26.3. The company is not liable for any change in the rate of duty, wharfage, freight, railage, cartage, or other tariffs before or after performing any act that involves a less favourable rate or tariff, nor for any savings that could have been effected if the act was performed at a different time.
- 27. RECOVERY OF DUTIES INCORRECTLY PAID**
- 27.1. If any duty, tax, levy, railage, wharfage, freight, cartage, or other charge is paid or levied incorrectly due to any act or omission by or on behalf of the company, the company's liability to the customer ceases if the customer does not:
- 27.1.1. Advise the company within a reasonable time, considering the time allowed for recovery, that an incorrect amount has been paid or levied.
- 27.2. Perform all necessary acts to enable the company to recover the incorrectly paid amount.
- 27.3. The customer's lack of awareness of the incorrect payment does not extend the reasonable time for notifying the company. If the customer's act or omission prejudices the company's right of recovery, the customer is deemed non-compliant with clauses 27.1 and 27.2.
- 28. PAYMENT BY THE CUSTOMER**
- 28.1. Unless otherwise specifically agreed in writing by the company, the customer shall pay all sums due to the company in cash immediately upon presentation of the account, without any deductions or set-offs. Payments shall not be withheld or deferred due to any claim or counterclaim the customer may allege.
- 28.2. Any payments received by the company from the customer shall be appropriated at the company's sole discretion towards any undisputed indebtedness owed by the customer, regardless of any directions the customer may give when making the payment.
- 29. DEBITING FEES AND DISBURSEMENTS**
- The company retains the right to raise a debit and obtain payment for any fee or disbursement due to it, even if a previous debit, whether including or partially excluding the items subsequently charged, has been raised. The company is not obligated to provide prior notice of further debits.
- 30. RISK OF POSTED ITEMS**
- Regardless of any prior dealings between the company and the customer, all documents, cash, cheques, bank drafts, or other remittances sent to the company through the post are deemed not received until they are actually received by the company.
- 31. QUOTATIONS**
- 31.1. The company reserves the right to cancel or withdraw any quotation or executory agreement by notifying the customer if it becomes impracticable or uneconomical to carry out the contract at the quoted rate. The customer shall have no claim against the company for any loss incurred due to such cancellation or withdrawal.
- 31.2. All quotations and agreements are subject to revision without notice, considering changes in currency exchange rates and increases in amounts payable by or on behalf of the company to third parties, including but not limited to freight surcharges, insurance premiums, equipment rental, and labour. Any revision in rates will correspond with the change in the currency exchange rate or increase in such amounts payable. If the parties cannot agree on the rate revision, the company's auditors or any other auditors nominated by the company will determine the revision, acting as experts and not as arbitrators, and their decision will be final and binding.
- 32. NO CLAIMS AGAINST COMPANY DIRECTORS AND EMPLOYEES**
- The customer agrees not to make any claims against any director, servant, or employee of the company for any liability in connection with the services provided under these trading terms and conditions and waives all such claims.
- 33. CUSTOMER'S ORAL INSTRUCTIONS**
- The customer's instructions to the company must be precise, clear, and comprehensive, covering any valuation or determination issued by Customs regarding any goods handled by or on behalf of the company. Instructions are valid only if given in a timely manner and specifically related to a particular matter. Oral, standing, general, or late instructions, even if received by the company without comment, are not binding, but the company may act on them at its absolute discretion.
- 34. VARIATION OF THESE TRADING TERMS AND CONDITIONS**
- No variation of these trading terms and conditions is binding on the company unless documented in writing and signed by a duly authorized director of the company. Any purported variation or alteration otherwise, whether written or oral, is of no force and effect, regardless of when it occurs.
- 35. NON-WAIVER**
- No extension of time, waiver, or relaxation of any of the trading terms and conditions will operate as an estoppel against any party regarding its rights under these terms, nor preclude such party from exercising its rights strictly according to these terms.
- 36. GOVERNING LAW**
- These trading terms and conditions, and all agreements between the company and the customer, shall be governed by and construed according to the laws of the Republic of South Africa.
- 37. SUBMISSION TO JURISDICTION**
- Any legal action or proceedings arising from or in connection with these trading terms and conditions shall be brought in the division of the Supreme Court of South Africa where the company's head office is situated at the commencement of the proceedings. The customer irrevocably submits to the non-exclusive jurisdiction of such court.
- 38. BENEFIT OF DISCOUNTS**
- The company is entitled to the benefits of any discounts obtained and to retain all brokerages, commissions, allowances, and other remunerations of any kind. The company is not obliged to disclose or account to the customer or principal for any amounts received or receivable.
- 39. LIEN**
- All goods and documents related to goods, including bills of lading and import permits, as well as all refunds, repayments, claims, and other recoveries, are subject to a special and general lien and pledge for any money due for those goods or any other money due to the company from the customer, sender, owner, consignee, importer, or holder of the bill of lading, or their agents. If any amounts due to the company are not paid within 14 days after notice has been given, the company may sell the goods by auction or otherwise dispose of them at its sole discretion and at the expense of the debtor. The net proceeds will be applied toward satisfying the indebtedness.
- 40. INDEMNITY BY THE CUSTOMER**
- Without prejudice to any of the company's rights under these trading terms and conditions, the customer indemnifies and holds the company harmless against all liabilities, damages, costs, and expenses incurred in connection with:
- 40.1. Any claim made against any haulier, carrier, warehouseman, or other person involved with the goods, by the customer or any consignor, consignee, owner, or other interested party;
- 40.2. Any claim by an owner or consignee of goods who is not the customer of the company when the company performs services as a deconsolidation agent or other services;
- 40.3. Any claim by a carrier of the goods if the company is the consignor or consignee of the goods;
- 40.4. Any goods referred to in clause 19.



Complete document digitally electronic signature. Otherwise, complete document in black ink and ensure original signed document is returned to GFS Sales Representative

The company is indemnified against liabilities arising directly or indirectly from the customer's instructions or their implementation by the company regarding any goods, including any resulting liabilities.

**41. LIMITATION OF COMPANY'S LIABILITY**

41.1. Subject to the provisions of clause 41.2 and clause 42, the company shall not be liable for any claims of any nature (whether in contract or tort), including but not limited to:

- 41.1.1. Any negligent act, omission, or statement by the company or its employees, agents, or nominees;
- 41.1.2. Any act or omission of the customer or their agent with whom the company interacts;
- 41.1.3. Any loss, damage, or expense related to the marking, labelling, numbering, non-delivery, or mis-delivery of any goods;
- 41.1.4. Any loss, damage, or expense related to the weight, measurements, contents, quality, inherent vice, defect, or description of any goods;
- 41.1.5. Any loss, damage, or expense due to circumstances beyond the company's reasonable control, including but not limited to strikes, lockouts, stoppages, or labour restraints;
- 41.1.6. Damages resulting from market loss, delays in forwarding or transit, or failure to carry out any instructions given to the company;
- 41.1.7. Loss or non-delivery of any package within a consignment, or for loss from a package or an unpacked consignment, or for damage or mis-delivery;
- 41.1.8. Damage or injury suffered by the customer or any other party resulting from the company's execution or attempted execution of its obligations to the customer or the customer's requirements or mandate; unless:
  - a) Such a claim arises from a grossly negligent act or omission by the company or its employees;
  - b) The claim arises when the goods in question are in the actual custody and control of the company; and
  - c) In the case of clause 41.1.7, the company receives written notice within 5 days after the end of transit within South Africa, or within 14 days if the transit ends outside South Africa.
- 41.2. Notwithstanding anything to the contrary in these terms, the company shall not be liable for any indirect or consequential loss arising from any act, omission, or statement by the company, its agents, employees, or nominees, whether negligent or otherwise.

**42. MONETARY LIMITATION OF LIABILITY OF THE COMPANY**

- 42.1. In cases where the company is liable to the customer under clause 41.1, the company's liability shall not exceed the lesser of the following amounts:
  - 42.1.1. The value of the goods as evidenced by relevant documentation or declared by the customer for customs or transportation purposes;
  - 42.1.2. The value of the goods declared for insurance purposes;
  - 42.1.3. Twice the amount of the fees charged by the company for its services related to the goods, excluding amounts payable to subcontractors, agents, and third parties.
- 42.2. If the customer desires that the company's liability should exceed the limits stated in clause 41.1, written notice must be received by the company before any goods or documents are entrusted to it. This notice must include a statement of the goods' value. The company may, at its discretion, agree in writing to increase its liability up to the stated amount and may secure special insurance to cover this liability. The customer will be responsible for the premium of such insurance. If the company does not agree, the limits in clause 41.1 will apply.

**43. GENERAL AVERAGE**

The customer indemnifies and holds the company harmless against any general average claims and will provide any necessary security as required by the company.

**44. BREACH**

If the company breaches any of these terms and conditions or any agreement with the customer and fails to remedy the breach within 30 days of receiving written notice, the customer may compel the company to perform its obligations but cannot cancel these terms and conditions or any agreement.

**45. WARRANTIES AND REPRESENTATIONS BY THE COMPANY**

The company makes no warranties or representations to the customer other than those expressly stated herein or provided in writing by the company. The customer acknowledges that the company is not bound by any oral statements, representations, guarantees, promises, or inducements unless provided in writing by an authorized employee of the company.

**46. DISPUTES**

- 46.1. In case of any dispute between the parties regarding any aspect of these terms, the customer must continue to perform its obligations as though the company has performed properly.
- 46.2. The customer's remedy will be limited to seeking repayment of any alleged overpayment.
- 46.3. The customer cannot withhold payments due to any dispute and must make payments as required before any rights to action against the company can be enforced.
- 46.4. The company will be deemed to have performed its obligations properly until the customer proves otherwise.

**47. TIME FOR PERFORMANCE BY THE CUSTOMER**

Time is of the essence for the performance of all customer obligations under these terms and any agreement governed by them.

**48. SEVERABILITY**

If any provision of these terms is unenforceable, the company may elect to sever such provision, and the remaining terms will remain in full force and effect.

**49. TERMS**

The customer acknowledges that all business conducted is subject to the company's standard trading terms and conditions as per the South African Association of Freight Forwarders Standard Trading Terms and Conditions and any amendments thereto.

**50. THE PROTECTION OF PERSONAL INFORMATION ACT, NO. 4 OF 2013 ("the POPI")**

- 50.1. The parties agree to adhere to all rights and responsibilities under the POPI and applicable privacy laws concerning the processing of each other's personal information.
- 50.2. In the event of unauthorized access to or acquisition of personal information by a third party, each party will promptly notify the other and the Information Regulator and cooperate in investigating and remedying the incident.
- 50.3. The Customer acknowledges that it has read and considered DSV's data privacy policy which is accessible on the company's website.