

BLACK CAT BULK (PTY) LTD



BLACK CAT BULK

APPLICATION FOR REGISTRATION AS SUB-CONTRACTOR: NON-DEDICATED FLEET

<u>FOR OFFICE USE ONLY</u>	
SUBCONTRACTOR ID:	CREDIT CHECK
TRADER/COORDINATOR:	DATE APPROVED:
DATE APPROVED:	APPROVED BY:

GIT COVERLIMIT REQUIRED:	
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<u>APPLICANT'S INFORMATION</u>			
REGISTERED NAME:			
TRADING NAME:			
REGISTRATION NUMBER:			
VAT NO:		ESTABLISHED:	
<u>PLEASE MARK THE APPROPRIATE BOX WITH AN X:</u>		<input type="checkbox"/> PRIVATE COMPANY	<input type="checkbox"/> CLOSE CORPORATION
<input type="checkbox"/> SOLE OWNER	<input type="checkbox"/> PARTNERSHIP	<input type="checkbox"/> PUBLIC COMPANY	<input type="checkbox"/> TRUST

<u>PHYSICAL ADDRESS (domicilium citandi et executandi)</u>	<u>POSTAL ADDRESS</u>

INITIALISED



Reg No. 2019/514918/07
VAT No.: 4440289330

www.blackcatbulk.com
Directors: J M Hobbes | B C vd WESTHUIZEN
TEL: 011 822-4584, 011 822-8170, Fax: 011 822-4581
Email: jonathan@blackcatbulk.com

Recon Park Unit 8, 22 Faan Ferreira Avenue
Spitskop, Bloemfontein, 9300

	<u>CONTACT DETAILS: COORDINATOR</u>	<u>CONTACT DETAILS: ACCOUNTS DEPT</u>
NAME:		

TEL:		
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FAX:		
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EMAIL:		
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CELL:		
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BANK:	BRANCH:	ACCOUNT NR:
ESTIMATED YEARLY TURNOVER:		

<u>DIRECTORS / MEMBERS / OWNERS / TRUSTEES</u>	<u>IDENTITY NUMBERS</u>
1.	
2.	
3.	
4.	

TRADE REFERENCES:			
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NAME:	CONTACT NUMBER:	YEARS OF SERVICE	PAYMENT TERMS:
1.			

NOTES (FOR OFFICE USE):			
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2.			
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NOTES (FOR OFFICE USE):			
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3.			
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NOTES (FOR OFFICE USE):			
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Please Attach a copy of:

COMPANY	CLOSE CORPORATION	TRUST	SOLE OWNER / PARTNERSHIP
<input type="checkbox"/> Registration Documents	<input type="checkbox"/> Registration Documents	<input type="checkbox"/> Trust Deed	<input type="checkbox"/> Partnership Agreement
<input type="checkbox"/> Vat Certificate	<input type="checkbox"/> Vat Certificate	<input type="checkbox"/> Vat Certificate	<input type="checkbox"/> Vat Certificate
<input type="checkbox"/> Resolution	<input type="checkbox"/> Resolution	<input type="checkbox"/> Resolution	<input type="checkbox"/> Resolution
<input type="checkbox"/> Proof of Address for Company and Directors	<input type="checkbox"/> Proof of Address for Company and Members	<input type="checkbox"/> Proof of Address for Trust and Trustees	<input type="checkbox"/> Proof of Address for Owner / Partner and Business
<input type="checkbox"/> ID Documents of Directors	<input type="checkbox"/> ID Documents of Members	<input type="checkbox"/> ID Documents of Trustees	<input type="checkbox"/> ID Documents or Owner/Partners
<input type="checkbox"/> Proof of Banking Details	<input type="checkbox"/> Proof of Banking Details	<input type="checkbox"/> Proof of Banking Details	<input type="checkbox"/> Proof of Banking Details



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ENSURE THAT ALL PAGES ARE INITIALED BY THE APPLICANT AND THE WITNESSES. ORIGINAL APPLICATION MUST BE SUBMITTED. PLEASE USE THE ADDRESS ON OUR LETTERHEAD

STANDARD SUB-CONTRACTOR TERMS AND CONDITIONS

1. INTERPRETATION AND PRELIMINARY

- 1.1. The headings of the clauses in this AGREEMENT are for the purpose of convenience and reference only and shall not be used in the interpretation of, nor modify, nor amplify the terms of this AGREEMENT or any clause hereof.
- 1.2. Unless a contrary intention clearly appears, words importing:
 - 1.2.1. any one gender shall include the other gender;
 - 1.2.2. the singular shall include the plural and vice versa; and
 - 1.2.3. natural persons shall include created entities (corporate or un-incorporated) and vice versa;
- 1.3. The words "include" and "including" mean "include without limitation" and "including without limitation". The use of the words "include" and "including" followed by a specific example shall not be construed as limiting the meaning of the general wording preceding it or any of the examples given.
- 1.4. Any substantive provision, conferring rights or imposing obligations on a PARTY and appearing in any of the definitions in this clause or elsewhere in this AGREEMENT, shall be given effect to as if it were a substantive provision in the body of the AGREEMENT.
- 1.5. Words and expressions defined in any clause shall, unless the application of any such word or expression is specifically limited to that clause, bear the meaning assigned to such word or expression throughout this AGREEMENT.
- 1.6. Any words and expressions defined in any sub-clause shall, for the purpose of the clause of which that subclause forms part, bear the meaning assigned to such words and expressions in that sub-clause.
- 1.7. Any words and expressions defined in this AGREEMENT shall bear the same meaning in schedules or annexures to this AGREEMENT, which themselves do not contain their own definitions.
- 1.8. Unless otherwise provided, defined terms appearing in this AGREEMENT in title case shall be given their meaning as defined, while the same terms appearing in lower case shall be interpreted in accordance with their plain English meaning.
- 1.9. A reference to any statutory enactment shall be construed as a reference to that enactment as at the DATE OF SIGNATURE hereof and as amended from time to time.
- 1.10. Any reference in this AGREEMENT to the DATE OF SIGNATURE shall refer to the date of the PARTY signing last in time.
- 1.11. Unless specifically otherwise provided, any number of days prescribed shall be determined by excluding the first and including the last day or, where the last day falls on a day that is not a business day, the next succeeding Business Day.
- 1.12. Where figures are referred to in numerals and in words, and there is any conflict between the two, the words shall prevail, unless the context indicates a contrary intention.
- 1.13. The rule of construction that this AGREEMENT shall be interpreted against the PARTY responsible for the drafting of this AGREEMENT, shall not apply.
- 1.14. No provision of this AGREEMENT shall (unless otherwise stipulated) constitute a stipulation for the benefit of any person (stipulatio alteri) who is not a PARTY to this AGREEMENT.
- 1.15. The termination, expiration or cancellation of this AGREEMENT shall not affect such provisions of this AGREEMENT for which has been expressly provided to continue operating after such termination, expiration or cancellation, notwithstanding that the clauses themselves do not expressly provide for this.

2. DEFINITIONS

- 2.1. In this AGREEMENT, unless a contrary intention clearly appears:
- 2.2. "AGREEMENT" means this AGREEMENT and includes the preamble, annexures and schedules as well as relevant documents appended hereto, as signed and/or initialed by the PARTIES
- 2.3. "CONDITIONS" means these terms and conditions as amended or supplemented from time to time;
- 2.4. "The SUB-CONTRACTOR" means entity described under "APPLICANT'S INFORMATION" on page 1 and/or its successors in title, and includes the SUB-CONTRACTOR'S servants, agents and any person or persons carrying the GOODS in terms of a subcontract with the SUB-CONTRACTOR;
- 2.5. "BLACK CAT BULK" means BLACK CAT BULK (PTY) LTD, Registration number 2019/514918/07 and/or its successors in title a private company duly incorporated in terms of the provisions of the laws of the Republic of South Africa.
- 2.6. "DAYS" means business days (excluding Saturdays, Sundays and public holidays);
- 2.7. "GOODS" means the merchandise conveyed by the SUB-CONTRACTOR, whether contained in one or more parcels or packages and whether consigned singly or in parcels or in bulk;
- 2.8. "PARTIES" means the SUB-CONTRACTOR and BLACK CAT BULK and PARTY shall mean either one of the two;
- 2.9. "PRINCIPAL" means any party with whom BLACK CAT BULK has contracted with for the conveying of GOODS;
- 2.10. "CONSIGNEE" means the party who has ordered GOODS from BLACK CAT BULK'S PRINCIPAL and to whom the SUBCONTRACTOR shall deliver the GOODS upon instructions from BLACK CAT BULK;

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3. APPOINTMENT AS SUB-CONTRACTOR

- 3.1. Whereas BLACK CAT BULK acts as an agent for various PRINCIPALS in relation to the conveying of GOODS and is from time to time required to appoint subcontractors to attend to the conveying of the GOODS, BLACK CAT BULK hereby appoints the SUBCONTRACTOR to transport such GOODS from time to time from and to such other location as the PARTIES may agree, and upon payment of such agreed fees.
- 3.2. The SUB-CONTRACTOR shall always act as an independent contractor, and this AGREEMENT shall not be construed or interpreted as to create any employment relationship between BLACK CAT BULK and/or its PRINCIPAL or between BLACK CAT BULK and/or the SUB-CONTRACTOR.
- 3.3. It is further recorded that BLACK CAT BULK does allow the appointment of subcontractors to fulfil the obligations in terms of this AGREEMENT.
- 3.4. It is agreed and hereby recorded that BLACK CAT BULK shall be under no fixed obligation to commission the SUBCONTRACTOR for the conveyance of the GOODS and shall in its sole and absolute discretion be entitled to elect to utilise the services of the SUB-CONTRACTOR for any load of GOODS. It is specifically agreed and hereby recorded that BLACK CAT BULK does not undertake nor does it warrant that it shall commission the SUBCONTRACTOR for any specific number of loads of GOODS during the currency of this AGREEMENT.

4. OBLIGATIONS OF THE SUB-CONTRACTOR

- 4.1. The SUB-CONTRACTOR shall:
 - 4.1.1. take delivery of the GOODS at such addresses and at such times as it may be notified of in a Load Confirmation sent to the SUB-CONTRACTOR by BLACK CAT BULK;
 - 4.1.2. satisfy himself that all GOODS are suitable for carriage and that all GOODS are properly packed/loaded and/or crated to ensure correct loading and safe carriage;
 - 4.1.3. Immediately advise BLACK CAT BULK if the GOODS are not in a clean, dry and stable condition and/or reflect visible damage or contamination;
 - 4.1.4. provide the correct tonnage/lashing equipment to secure the GOODS;
 - 4.1.5. provide tarpaulins to cover the GOODS;
 - 4.1.6. protect the GOODS against water ingress, snow, hail, dust, heat, sun etc;
 - 4.1.7. inform BLACK CAT BULK telephonically of any unusual delay occasioned by any circumstance whatsoever whether before loading or during transit of the GOODS;
 - 4.1.8. deliver the GOODS at the place and time as stated on the load confirmation;
 - 4.1.9. substitute another vehicle at its own expense to carry the GOODS to their destination if any vehicle breaks down;
 - 4.1.10. carry out its mandate in accordance with the instructions and direction contained in the order form as well as any reasonable instructions given by BLACK CAT BULK in writing or verbally from time to time;
 - 4.1.11. check that any delivery notes supplied conform to the quantities and types of GOODS that are loaded, including, but not limited to, a/an:
 - 4.1.11.1. Signed Delivery Note;
 - 4.1.11.2. Signed Proof of Delivery;
 - 4.1.11.3. Loading Weighbridge Slip/Ticket;
 - 4.1.11.4. Offloading Weighbridge Slip/Ticket;
 - 4.1.11.5. Complete set of CHEP documentation when CHEP pallets are involved that includes,
 - 4.1.11.5.1. Pallet Control Note,
 - 4.1.11.5.2. Transfer Hire Advice Note, if applicable
 - 4.1.11.5.3. Pallet return documentation, being CHEP - equipment hire return note, Receipt note, Return slip.
 - 4.1.11.5.4. Alternatively, confirmation of failed exchange, documented on the Pallet Control Note. Failed exchange must be confirmed via email within 24 hours of failure.
 - 4.1.11.6. Any other documentation issued by the principal or consignee applicable to any load.
- 4.2. Failure by the SUB-CONTRACTOR to comply with the abovementioned obligations shall leave BLACK CAT BULK entitled to supply another vehicle for the conveying of the GOODS and the SUB-CONTRACTOR shall be liable to pay any costs incurred by BLACK CAT BULK in so doing.

5. SHIPPING DOCUMENTATION

- 5.1. The endorsement on any delivery note by the PRINCIPAL and/or its duly authorised representative and/or a representative of the CONSIGNEE to the effect that the GOODS have been short delivered or damaged or lost shall be prima facie proof of the facts stated therein, and BLACK CAT BULK shall be entitled to act in accordance therewith. If the SUB-CONTRACTOR's driver or duly authorised representative has counter-signed such statement on the delivery note, the SUB-CONTRACTOR shall not be entitled to dispute such fact, and it shall become conclusive proof of the facts so stated, unless the SUBCONTRACTOR immediately advises BLACK CAT BULK

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telephonically of any disputes in respect of any load before the SUBCONTRACTOR's driver or duly authorised representative counter-signs such statement of delivery note or GOODS received voucher.

- 5.2. It is agreed that the SUB-CONTRACTOR shall, in respect of all loads of GOODS, submit to BLACK CAT BULK all shipping documentation in respect of such loads, as listed in 4.1.11.
 - 5.3. The SUB-CONTRACTOR must retain copies of all shipping documentation provided to BLACK CAT BULK.
 - 5.4. The abovementioned documents accompanied by an original TAX INVOICE must be submitted to BLACK CAT BULK by no later than the 25th DAY of each month, or the previous working day should the 25th be a Saturday, Sunday or public holiday or as may be indicated on the Load Confirmation Order.
 - 5.5. The SUB-CONTRACTOR may not alter, remove or tamper with the marks or numbers on the documentation/load seals. In the event of the documentation being altered, removed or tampered with, BLACK CAT BULK shall be entitled to cancel this AGREEMENT and the SUB-CONTRACTOR shall be held liable for any damages or loss suffered by BLACK CAT BULK.
6. RATES
- 6.1. The total remuneration payable by BLACK CAT BULK to the SUB-CONTRACTOR in respect of the carriage of GOODS will be stipulated in the Load Confirmation form, or at any rate as may be agreed upon between the PARTIES from time to time.
 - 6.2. BLACK CAT BULK shall be under no obligation to pay if the SUB-CONTRACTOR has breached any term of this contract.
7. WARRANTIES
- 7.1. The SUB-CONTRACTOR warrants that:
 - 7.1.1. it is in possession of any permit, consent or approval required to handle the GOODS required by any law, bylaw or regulation and that it has affected insurance on any GOODS handled by it;
 - 7.1.2. all vehicles used for transporting the GOODS in terms of this AGREEMENT including trailers:
 - 7.1.2.1. are fully licensed;
 - 7.1.2.2. have been declared road worthy and that a Certificate of Road Worthiness (COF) has been issued with regard thereto;
 - 7.1.2.3. are maintained in a road worthy condition and good state of repair at all times in order to exclude mechanical break downs during transit;
 - 7.1.2.4. are in a clean and neat condition to the reasonable satisfaction of BLACK CAT BULK.
 - 7.1.3. every vehicle is installed with a functioning satellite tracking system or similar device, which shall be made accessible to BLACK CAT BULK at all material times. Upon request by BLACK CAT BULK the SUB-CONTRACTOR shall be obligated to inform BLACK CAT BULK of the exact location of any vehicle of the SUB-CONTRACTOR whilst such vehicle is in the process of conveying GOODS on behalf of BLACK CAT BULK.
 - 7.1.4. it has complied fully with all such statutory obligations as may be imposed upon it and, without derogating from the generality of the foregoing, the SUB-CONTRACTOR shall ensure that all vehicles carry the required licenses, road SUBCONTRACTOR permits and certificates.
 - 7.1.4.1. The SUB-CONTRACTOR will maintain in its own name GIT policies of insurance to the satisfaction of BLACK CAT BULK to cover any claim for loss of, or damage to, the products or in respect of delay in the carriage thereof, or in respect of any other risk nominated by BLACK CAT BULK and will produce to BLACK CAT BULK on demand the said policies and receipts for the current premiums, and in default of the production on demand of such policies and receipts, BLACK CAT BULK may effect such insurance and The SUB-CONTRACTOR will be liable to pay BLACK CAT BULK the cost of so doing. BLACK CAT BULK is further permitted to contact the SUB-CONTRACTOR'S broker or insurer to obtain the necessary proof of insurance at any given date during this agreement. The SUB-CONTRACTOR will note BLACK CAT BULK'S interest with the insurer and also hereby cede to BLACK CAT BULK any proceeds on BLACK CAT BULK loads and authorise BLACK CAT BULK to contact the SUB-CONTRACTOR'S insurer to demand payment to bank account nominated by BLACK CAT BULK. In the event of any loss event, BLACK CAT BULK may withhold any payment due to the SUBCONTRACTOR until the insurer acknowledges claim and payment to BLACK CAT BULK.

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8. RESPONSIBILITIES OF THE SUB-CONTRACTOR The SUB-CONTRACTOR shall:

- 8.1.1. be liable for any fines which result from a contravention by the SUB-CONTRACTOR or any of its employees or vehicles of any Road Traffic Regulation, Road Transportation Regulation, or any other regulation or statute, the SUB-CONTRACTOR hereby indemnifying BLACK CAT BULK against all claims which may result from any such contravention.
- 8.1.2. advise BLACK CAT BULK, with immediate effect, of any break down of vehicles and any incapacity of employees engaged in the transport of GOODS in terms of this AGREEMENT.
- 8.2. use its best endeavours to ensure that any break down or incapacity referred to above is remedied immediately to minimise delays in the transportation of the GOODS.
 - 8.2.1. take all reasonable steps to avoid theft of the GOODS whilst in transit or the hijacking of the vehicles and forthwith report to BLACK CAT BULK any such incident.
 - 8.2.2. ensure that all drivers engaged in transporting the GOODS are in possession of functioning mobile telephones and shall upon request from BLACK CAT BULK make these cell phone numbers available to BLACK CAT BULK.
- 8.3. be responsible for the training of its personnel regarding the method of transportation, loading, off-loading, housekeeping, safety, appearance, customer relations and the handling of documentation to the extent as may be required for the satisfactory performance by the SUB-CONTRACTOR of its obligations under this AGREEMENT.
- 8.4. ensure that its employees, in the performance of their obligations flowing from this AGREEMENT, conduct themselves with third parties and the representatives of the loading and offloading PRINCIPALS, in such a manner that the good standing of BLACK CAT BULK is maintained at all times.
- 8.5. ensure that its employees have the necessary security clearance, legal identification, qualifications and driver's licenses as may be necessary to enable them legally and adequately perform their duties in terms of this AGREEMENT.
- 8.6. investigate and submit a written report to BLACK CAT BULK of any complaint about the SUB-CONTRACTOR'S service which is made by the PRINCIPAL, or any of the PRINCIPAL'S suppliers, customers or the managers of any loading or offloading site within 24 hours of being advised thereof.

9. INSURANCE, RISK OF CARRIAGE AND CLAIMS

- 9.1. The GOODS will be carried at the sole risk of the SUB-CONTRACTOR and the SUB-CONTRACTOR shall affect comprehensive (all risks) insurance on the GOODS against all possible damage and/or loss that may be suffered by BLACK CAT BULK whilst being carried by the SUB-CONTRACTOR, refer to clause and sub-clauses in section 7.
- 9.2. The SUB-CONTRACTOR shall provide BLACK CAT BULK with proof of insurance upon request.
- 9.3. The SUB-CONTRACTOR accepts full liability for all damage to or loss of the GOODS during transit thereof until the GOODS have been off-loaded, inspected and accepted in good order by a representative of the CONSIGNEE and the SUBCONTRACTOR has been issued with a proper and legible Proof of Delivery Note / Goods Received Voucher by a representative of the CONSIGNEE.
- 9.4. The SUB-CONTRACTOR agrees that all risk shall, in the event of any claim for damage or loss to the GOODS, remain vested in the SUB-CONTRACTOR, regardless of whether the SUB-CONTRACTOR'S insurers repudiates any resultant claim for whatever reason.
- 9.5. The SUB-CONTRACTOR agrees that in the event of any incident resulting in the GOODS either being damaged or compromised, that:
 - 9.5.1. the valuation of the claims will be based on the suppliers selling price as per suppliers' commercial invoice or on the suppliers' cost price in the event of inter-depot transfers or in the event of new GOODS not subject to sale.

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- 9.5.2. BLACK CAT BULK shall, as soon as the nature and quantum of the claim has been determined by BLACK CAT BULK'S PRINCIPAL, issue the SUB-CONTRACTOR with a claim invoice and all required supporting documentation to enable the SUB-CONTRACTOR to submit such claim with its insurers; and
- 9.5.3. the SUB-CONTRACTOR shall upon the receipt of the claim invoice and supporting documentation, and in strict compliance with the terms and conditions of its insurance policy, submit an appropriate claim with its insurers; and
- 9.5.4. the SUB-CONTRACTOR shall be afforded a period of 30 (thirty) calendar days from receipt of the claim invoice to finalise and/or settle such claim with its insurers and cause its insurers to effect payment of the claim amount to BLACK CAT BULK.
- 9.6. In the event of:
- 9.6.1. the SUB-CONTRACTOR failing to timeously notify its insurers of any incident relating to the GOODS which may result in a claim against the SUB-CONTRACTOR, or failing to timeously submit the claim with its insurers causing the SUBCONTRACTOR'S insurers to repudiate such claim, then the SUB-CONTRACTOR shall be liable for the full claim to BLACK CAT BULK, which claim amount shall become due and payable to BLACK CAT BULK; and/or
- 9.6.2. the SUB-CONTRACTOR'S insurers, for whatever reason, repudiating such claim, the SUB-CONTRACTOR shall be liable for the full claim to BLACK CAT BULK, which claim amount shall become due and payable to BLACK CAT BULK; and/or
- 9.6.3. the SUB-CONTRACTOR failing to finalise and settle such claim with its insurers within a period of 30 (thirty) days from receipt of the claim invoice, then the SUB-CONTRACTOR shall be liable for the full claim amount which shall become due and payable to BLACK CAT BULK; and
- 9.6.4. The SUB-CONTRACTOR shall always remain liable for the payment of any excess in respect of any claim which excess shall become due and payable to BLACK CAT BULK.

10. CLAIMS BY THIRD PARTIES AND PUBLIC LIABILITY

- 10.1. The SUB-CONTRACTOR hereby indemnifies BLACK CAT BULK against all and any losses or damage suffered by any third party (which shall include the public), or claims instituted by any such third party and costs (including costs on an attorney and own client basis) arising out of any act or omission on the part of the SUB-CONTRACTOR and/or its employees and/or associates, which is connected in any way with these conditions and/or the SUBCONTRACTOR'S duties and/or obligations in terms of these conditions and/or the services rendered by it or its employees or its associates to BLACK CAT BULK as a consequence of these conditions.
- 10.2. If BLACK CAT BULK becomes aware of a claim, and in the event of BLACK CAT BULK being joined as a party to such claim by any third party, then BLACK CAT BULK can, in its sole discretion, either settle such claim, or defend it, and all costs associated with such claim, including attorney and own client costs shall be borne by the SUB-CONTRACTOR.
- 10.3. It is agreed and hereby recorded the SUB-CONTRACTOR shall, for his own account, ensure that it is adequately insured against any public liability that may arise out of any act or omission by the SUB-CONTRACTOR, its associates or employees and against any liability that may arise in favour of any third party as a result of any act or omission by the SUB-CONTRACTOR, its associates or employees.

11. OCCUPATIONAL HEALTH AND SAFETY

- 11.1. It is agreed and hereby recorded that this AGREEMENT shall, inter alia, constitute an AGREEMENT between BLACK CAT BULK and the SUB-CONTRACTOR by virtue of the provisions of Section 37(2) of the Occupational Health and Safety Act, Act 85 of 1993 "the Act".
- 11.2. The SUB-CONTRACTOR acknowledges that it fully acquainted with the terms and provisions of the Act, and that it shall at all times during the currency of this AGREEMENT fully comply with the provisions of the Act, and its regulations, but in particular the SUB-CONTRACTOR acknowledges and warrants that:

11.2.1. it complies with the provisions of Section 16(1) of the Act; and

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11.2.2.it has and shall continue to appoint only competent persons pursuant to the provisions of Section 16(2) of the Act; and

11.2.3.it is duly registered with the Compensation Commissioner; and

11.2.4.it shall forthwith report all relevant incidents to BLACK CAT BULK and the Department of Labour; and

11.2.5.it shall ensure that a copy of the Act is available and accessible to all its employees; and

11.2.6.its vehicles, machinery and equipment are at all times of sound order and that it complies with the provisions of Section 10 of the Act; and

11.2.7.it shall provide all its employees, where applicable, with adequate personal protective equipment and fully comply with Section 2(1) of the Act in this regard.

11.3. The SUB-CONTRACTOR hereby fully and unconditionally indemnifies BLACK CAT BULK against any loss, damage, injury or death, however caused, to the SUB-CONTRACTOR or its employees, agents or sub-contractors or their employees.

12. OTHER CONDITIONS

12.1. Legislation governing the SUB-CONTRACTOR:

12.1.1.The SUB-CONTRACTOR acknowledge that he has sufficient knowledge of all the ACTS applicable to him and that he will abide with the prescriptions whilst acting in his official capacity as a SUB-CONTRACTOR of BLACK CAT BULK.

12.2. Standing Time and Demurrage

12.2.1.Neither party is responsible for standing or demurrage if delays are caused by events beyond their control. If delays are due to negligence of either party, then penalties are calculated at rates agreed and notified in load confirmations.

13. NOTICES AND DOMICILIUM

13.1. The SUB-CONTRACTOR chooses its domicile citandi et executandi ("domicilium") for the purposes of the giving of any notice, which shall include Load Confirmation Orders issued by BLACK CAT BULK and transmitted to the SUBCONTRACTOR, the serving of any process and for any other purposes arising from this AGREEMENT the following addresses, telefax numbers and email address, namely:

Address:

Telephone number: _____

Email: _____

13.2. Any notice given by BLACK CAT BULK which:

13.2.1.is delivered by hand during the normal business hours of the SUB-CONTRACTOR'S domicile for shall be presumed to have been received by the addressee on the time of delivery;

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13.2.2.is posted by prepaid registered post from an address within the Republic of South Africa to the SUBCONTRACTOR, shall be presumed to have been received by the addressee on the 7th day after the date of posting;

13.3. is transmitted by facsimile or email, be deemed to have been received by the SUB-CONTRACTOR on the day of transmission.

14. JURISDICTION

The PARTIES consents to the jurisdiction of the Magistrate's Court in terms of section 45 of the Magistrate's Court Act 32 of 1944, which has jurisdiction, in terms of section 28(1) of the Act, in respect of any action or proceeding which may be brought in connection with this AGREEMENT, notwithstanding the fact that the value of such a claim may exceed the jurisdiction of the Magistrate's Court, subject to the PARTY'S rights, in its' sole and absolute discretion, to institute any proceeding in the High Court of South Africa.

15. COSTS

Any costs incurred by any non-defaulting PARTY arising out of the breach by the defaulting PARTY of any of the provisions of this AGREEMENT shall be borne by the defaulting PARTY on a scale as between attorney and client, including tracing fees, collection commissions, fees of council and experts, irrespective of the fact that the matter has been referred to litigation or not.

16. APPLICATION OF THESE STANDARD TRADING TERMS

16.1. The terms and conditions shall apply to all of the transactions entered into between the PARTIES. Once agreed, it will cover all subsequent transactions, and it shall not be necessary for the PARTIES to agree to these terms afresh, unless the PARTIES in writing agree to amend these terms

16.2. PARTIES record that it is their business practice to regulate particular orders and transactions by means of Load Confirmation Orders sent by fax and/or e-mail to the SUB-CONTRACTOR. These faxes/ e-mails and Load Confirmation Orders shall be binding upon the PARTIES.

16.3. In the event of a conflict between such Load Confirmation Orders, or content of the fax or email transmission and these conditions, the conditions contained herein shall supersede such order form or fax.

16.4. A fax confirmation sheet or confirmed sent e-mail produced by BLACK CAT BULK, shall be prima facie proof that such Load Order Confirmation has been successfully transmitted by BLACK CAT BULK and duly received by the SUBCONTRACTOR.

17. The terms contained on Load Confirmation Orders shall be supplementary to the AGREEMENT between the PARTIES. In the event of a conflict between the terms contained on such Load Confirmation Orders, and these conditions, the conditions contained herein shall supersede such terms contained in the Load Confirmation Orders.

18. BREACH OF CONTRACT

18.1. In the event of any PARTY failing to fulfil any of the terms and conditions of this AGREEMENT, the non- defaulting PARTY may demand compliance from the defaulting PARTY in writing addressed to the defaulting PARTY at his selected domicile, and should the defaulting PARTY remain in default for seven (7) DAYS after receipt of such notice, the non-defaulting PARTY shall have the right to either:

18.1.1.immediately cancel this AGREEMENT and claim any outstanding amounts or obligation;

18.1.2.or to claim immediate payment and the fulfilment of all the terms and conditions hereof.

19. TERMINATION OF THIS CONTRACT

19.1. BLACK CAT BULK shall be entitled to immediately terminate this AGREEMENT at any time by giving the SUBCONTRACTOR notice of such termination if:

19.1.1.the SUB-CONTRACTOR is, other than for purposes of reconstruction or amalgamation, placed under voluntary or compulsory liquidation (whether provisional or final) or under judicial management or under receivership;

INITIALISED



Reg No. 2019/514918/07
VAT No.: 4440289330

www.blackcatbulk.com
Directors: J M Hobbes | B C vd WESTHUIZEN
TEL: 011 822-4584, 011 822-8170, Fax: 011 822-4581
Email: jonathan@blackcatbulk.com

Recon Park Unit 8, 22 Faan Ferreira Avenue
Spitskop, Bloemfontein, 9300

19.1.2.a final and unappeasable judgment is obtained against the SUB-CONTRACTOR and remains unsatisfied and/or has not been rescinded for a period of 14 (fourteen) days or more after it comes to the notice of the SUBCONTRACTOR;

19.1.3.the SUB-CONTRACTOR makes any arrangement or composition with its creditors generally or ceases to carry on business; or

19.1.4.the SUB-CONTRACTOR is amalgamated with purchased by or through any corporate reconstruction becomes a part or member of or associated with, a competitor of BLACK CAT BULK'S PRINCIPAL.

19.2. The PARTIES understand and agree that no termination of this AGREEMENT will discharge or excuse completion of or performance of any liability or services obligation herein undertaken or occurring prior to the effective date of such termination.

19.3. The termination of this AGREEMENT for any reason whatsoever, shall not affect the obligations by any PARTY that specifically provide for their survival after the termination or which by their very nature are intended to survive the termination

20. NON-ASSIGNMENT OR CESSION

The SUB-CONTRACTOR may not assign, transfer or in any manner make over, or purport to assign, transfer or make over this AGREEMENT or its rights thereunder or any part thereof without obtaining the consent of BLACK CAT BULK in writing

21. GENERAL

21.1. This AGREEMENT constitutes the entire AGREEMENT between the PARTIES. Save as otherwise expressly provided, no modification, amendment or waiver of any of the provisions of this AGREEMENT, including this clause, or any AGREEMENT to cancel or terminate it shall be effective unless made in writing specifically referring to this AGREEMENT and duly signed by the PARTIES, specifically excluding any form of electronic communications or signatures for this effect, including, but not limited to any e-mails, data or data messages of any kind whatsoever.

21.2. If for any reason any clause of this AGREEMENT or part thereof becomes void or unenforceable, it shall be severable from the remainder of this AGREEMENT which shall remain of full force and effect.

21.3. No waiver by a PARTY of any right under the AGREEMENT shall be effective unless reduced to writing and signed by the PARTIES making such waiver.

21.4. No indulgences granted by a PARTY shall constitute a waiver or abandonment of that PARTY'S rights under the AGREEMENT. Accordingly, that PARTY shall not be precluded, as a consequence of having granted that indulgence, from exercising any rights against the other PARTY which may have arisen in the past or which may arise in the future.

22. A certificate by an employee of the PARTIES, whose appointment need not be proved, of any amount owing and interest due by any PARTY in terms of this AGREEMENT, shall by its mere production be prima facie (at first sight/on the face of it) proof of such amount, the fact that it is due and payable and any fact contained in such certificate.

23. This AGREEMENT is to be governed, interpreted and implemented in accordance with the laws of the Republic of South Africa.

SIGNED at _____ on this _____ day of _____ 20__.

For and on behalf of the SUB-CONTRACTOR who warrants that he/she is duly Authorised:

FULL NAME

SIGNATURE

As Witnesses:

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Spitskop, Bloemfontein, 9300

1. _____
FULL NAME SIGNATURE

2. _____
FULL NAME SIGNATURE

SIGNED at BEDFORDVIEW on this _____ day of _____ 20__.

For and on behalf of **BLACK CAT BULK:**

FULL NAME SIGNATURE

As Witnesses:

1. _____
FULL NAME SIGNATURE



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