

## AFRICAN FURNITURE REMOVALS (Pty) Ltd Standard Terms and Conditions

All work is carried out subject to these terms and conditions which will apply to our business relationship, so please take note of the contents hereof:

1. By accepting our quote or instructing us to attend to the packing, removal and transport, unpacking and storage (collectively referred to as the "Work") of your Goods (being household goods owned by you and personal effects, motor vehicles, motor cycles, trailers, and boats) you are deemed to accept our standard terms and conditions. It is your obligation to ensure you familiarize yourself with these terms and conditions as all work carried out by African Furniture Removals (Pty) Ltd (hereinafter referred to as "AFR" or "our") is subject to these terms and conditions. AFR will only be obliged to commence with work once a duly signed copy of these terms and conditions have been received.
2. **Services**
  - 2.1. AFR's Service is to facilitate the moving your Goods ("Carriage") which Service encompasses handling, packing, removal, loading and unloading, transport, unpacking and storage (our "Work or Services") of the Goods you list in the Inventory List, and this List will form a part of our Agreement; as well as handling any customs Duties, and/or Clearances on your behalf for the handling of the Goods;
  - 2.2. Consequently, you hereby authorize AFR to subcontract the Work or Services, and agree that where AFR employs independent third parties to perform all or any of the functions required of it, AFR will have no responsibility or liability to you for any acts or omissions of such third parties, even although AFR may be responsible for the payment of their charges. However, if AFR is suitably indemnified against all costs (including attorney-and-own-client costs), it will take such action against the third party concerned on the your behalf as you may direct, subject to these terms and conditions. Also note that any reference to AFR shall include a reference to its subcontractors and/or its assigns, and to act as your agent in moving the Goods, and this authorisation shall include us paying any charges on your behalf, for which you agree to reimburse us upon receipt of our invoice.
  - 2.3. All Goods to be carried that are based on a shared container or shared vehicle are subject to additional terms, and thus delivery times cannot be guaranteed, and any dates or times given should be used for the purpose of guidance only. If times are quoted in days then this is calculated on working days (meaning 24 consecutive hours from one midnight to the next) and excludes Saturday, Sunday or any public holiday in both the Republic of South Africa or in such other country as it applies at the time.
  - 2.4. The Services offered by AFR is subject to the conditions stated herein unless specifically varied by the parties in writing, and these conditions will take precedence over any terms, conditions or stipulations contained in any other term or correspondence between us. Should you in any way purport to attach any conditions which vary, amend or are in conflict with the conditions stated herein, then the conditions set forth herein will prevail and be of full force and effect unless varied in writing with specific reference to your contrary documentation or term.
3. **Quotation**
  - 3.1. Our quotation is provided free of charge, and you are under no legal obligation to accept it. Please understand that our Quote is our cost estimate based on your Inventory List, and it is valid for 28 days only, and the Quote and our final Invoice is subject to change as set out in Clause 3.3 and 5.2 below;
  - 3.2. The Quote is deemed accepted upon payment of the Deposit and/or giving us instructions to carry out the Work.
  - 3.3. Our Quote will be adjusted to include customs duties, inspection charges or any other legal or government fees payable to government bodies, or insurance cover (as directed by you), or increased Goods, Services and/or carriages being required (the Revised Quote), payable by us for the Carriage of your Goods.
4. **Deposit and payment**
  - 4.1. A deposit is payable on the date of acceptance of the quotation and payment thereof will secure your booking, and **confirm your acceptance of these terms and conditions.**
  - 4.2. The balance of the Invoice is payable no later than on the collection day, and you agree not to withhold any part of the agreed price for any reason whatsoever, or to seek to set off any claim or counterclaim which you may wish to raise against the amount invoiced by AFR.
  - 4.3. Any outstanding amounts (i.e. Additional Charges as per Clause 5.2 below) is payable within 10 (ten) days after the date of removal. Interest will be charged for late payments after 5 days from the collection day at the rate of 2% per month. If the full outstanding amount is not received in full after 60 (sixty) days, AFR will instruct attorneys to collect payment and you will be liable for all recovery costs including the attorney's fees on the scale of attorney and own client.
  - 4.4. Unless otherwise agreed to by AFR in writing, payment is required by Electronic Funds Transfer ensuring at least 3 full business days is given for the funds to reflect (clear) in our account, or cash on the day of the move.
5. **Invoice**
  - 5.1. You agree to pay AFR for their Services and all charges as set out in our Quote or Revised Quote, or on presentation of our Invoice; and
  - 5.2. You agree and understand that AFR may change the quoted price or Invoice to include Additional Charges for which you will be liable, such as:
    - 5.2.1. any duty, tax, impost, fine or outlay of whatsoever nature levied by authorities at any port or place in connection with the Goods, and any licences or permits, or to comply with the requirements of any lawful authority, the Carrier will be entitled to levy an additional charge to cover any ensuing expenses in connection with the Goods;
    - 5.2.2. A delay occasioned by you for any reason whatsoever, and the removal is not carried out or completed within three months of the date of acceptance of the quotation.

- 5.2.3. Currency fluctuations, changes in taxation, additional freight charges and diesel/fuel prices increases;
- 5.2.4. Costs or charges incurred on your behalf in carrying out the Service for any other reasons beyond our control, including unforeseen delays;
- 5.2.5. The Work is carried out on a Saturday, Sunday or Public Holiday at your request;
- 5.2.6. Having to collect from or deliver goods to higher than ground level;
- 5.2.7. Having to supply any additional services not included or requested our Quote, including moving or storing extra or heavier Goods than that listed or described in your Inventory List (and these conditions will also apply to such extra Services/Goods);
- 5.2.8. Access issues such as stairs, lifts or doorways at the collection or delivery point being inaccessible or inadequate for free movement of the transport vehicle or Goods, and requiring alternatives such as (amongst others) use of a smaller shuttle vehicle or mechanical equipment or structural alteration, or the approach road or drive to the property is unsuitable for our vehicles and/or containers to get to load and/or unload within 20 metres of the doorway, resulting in us having to carry out extra work not included in the quotation;
- 5.2.9. Any parking or other fees or charges that have to be paid by AFR in order to carry out the removal services on your behalf.
- 5.2.10. Items to be lifted/carried/loaded/moved requiring more than 4 men to do so;
- 5.2.11. The Carrier (vehicle, transporter, vessel, ship, courier, airline and/or transport operator collectively referred to as "Carrier") being obliged to deviate from the route selected by him (or her, or it), or to carry the goods over another route, for any reason whatsoever including but not limited to adverse weather conditions, impassable or dangerous roads, bridges, pontoons and ferries, or the instructions of any competent authority, the Carrier will be entitled to increase the agreed remuneration fixed by the quotation in proportion to the resulting extra distance travelled.

## 6. Your Responsibility

It will be your sole responsibility and you warrant to:

- 6.1. Ensure that the Goods are ready for loading on the date specified;
- 6.2. Ensure that the Goods are sufficiently packed and prepared for carriage, unless we were instructed to do so and quoted for it, in which case we will pack your Goods;
- 6.3. Ensure that at all places where the Carrier is to collect and off-load the Goods there will be safe, suitable and adequate access and loading and off-loading facilities, and that it is possible for the Carrier to collect and off-load the Goods by means of ordinary staircases and/or doorways, without need for any special or additional tackle, plant, power, labour or equipment;
- 6.4. AFR that it will not be under any obligation to provide any plant, power or labour which in addition to its vehicle's crew is required for the loading or unloading of any Goods, and any assistance given by the Carrier in such loading or unloading will be at the sole risk of the customer, and for your account;
- 6.5. Take out insurance cover adequate to cover against damage to your Goods including amongst others loss, damage (dents, scratches, structural damage or fire damage amongst others), explosions, war or civil unrest.
- 6.6. Obtain at your own expense, all documents, permits, licences, and/or customs documents necessary for the removal to be completed, and failing that to reimburse AFR for doing so on your behalf.
- 6.7. Be present or represented throughout the removal, and oversee the process and in particular take all reasonable steps to ensure that nothing that should be removed is left behind and nothing is taken away in error;
- 6.8. Arrange proper protection for Goods left in unoccupied or unattended premises, or where other people such as (but not limited to) tenants or workmen are, or will be present;
- 6.9. Prepare and properly stabilise all appliances or electronic equipment prior to their removal.
- 6.10. Empty, properly defrost and clean refrigerators and deep freezers, as AFR will not be responsible for the contents of this equipment.
- 6.11. Provide AFR with a contact address for correspondence during removal, and an address for the storage of goods, if applicable.
- 6.12. Ensure that the carriage of the Goods will not violate or infringe any Act, regulation or law, and
- 6.13. Not include any Prohibited Goods (as specified in Clause 8) as part of the Goods to be carried;

**Indemnity:** AFR will not be liable for any loss or damage, costs or Additional Charges that may arise from your failure to comply with the above warranties and you herewith indemnify and hold us harmless against any claims as a result of such failure or breach. The Goods are carried at the sole risk of the customer (or owner), and you hereby exempt the Carrier from and indemnify the Carrier against all liability of whatsoever nature arising directly or indirectly from the handling of the Goods. This exemption and indemnity includes, but is not restricted to, any liability for direct and/or consequential loss or damages arising from loss of the Goods, damage to the Goods, the failure to collect or deliver the Goods timeously, adequately or at all, or from or to the correct address, or from any other cause arising, whether any such liability, loss or damage is caused by or arises from breach of contract, negligence or gross negligence, on the part of AFR or the carrier, its servants, agents or employees, or otherwise, to the extent permitted by applicable law.

## 7. Excluded Work

Unless agreed by AFR in writing, the following Services are specifically excluded from our Work / Services, and may result in Additional Charges if required:

- 7.1. Dismantling or assembling any unit or system, furniture, fittings or fittings;
- 7.2. Disconnect or reconnect appliances, fixtures, fittings or equipment;
- 7.3. Take up or lay fitted floor coverings;

- 7.4. Move items from a loft or cellar, unless properly lit and floored, and safe access is provided;
- 7.5. Move or store any items excluded under clause 8 of these conditions. AFR staff will not be authorised or qualified to carry out such work. It is recommended that a properly qualified person is separately employed by you to carry out these services, if required.

## 8. Prohibited Goods

- 8.1. The following items are specifically excluded from this agreement in that it is not covered by our insurance nor do we agree to move these items, unless otherwise agreed to in writing:

- 8.1.1. Jewellery, watches, trinkets, precious stones or metals, money, medals, deeds, securities, stamps, coins, and the like, or goods or collections of any similar kind;
- 8.1.2. Prohibited or stolen goods, drugs, potentially dangerous goods, flammable or explosive items, including gas bottles, aerosols, paint, firearms, fireworks and ammunition;
- 8.1.3. Any plants or other goods likely to house vermin, pests or that could cause infestation.
- 8.1.4. Refrigerated or frozen food, beverages such as juice, wine and/or spirits amongst others, perishable products or goods.
- 8.1.5. Animals and or their cages or tanks including pets, birds or fish.
- 8.1.6. Any goods which require a special licence or government permission for export/import or translocation, such as (amongst others) restricted plants, amongst others;

Collectively referred to as "**Prohibited Goods**". Such Prohibited Goods will not be moved or transported by AFR, except with our prior written consent with specific reference to each such item constituting a Prohibited Good(s). In the event that any Prohibited Goods are included in your transport by AFR or deemed to be dangerous then AFR will in its sole discretion be entitled to immediately and without notice to you dispose of the Goods in question or take such other steps as it in its sole discretion deems prudent to avert danger, and **AFR will not be liable to you for the value of such Prohibited Goods, or for any other loss or damage, whether direct or consequential, sustained by you or any third party. AFR does not accept liability for loss or damage wholly or partially attributable to the inclusion of such Prohibited Goods as part of your Goods.**

- 8.2. If you include Prohibited Goods in the Carriage without our knowledge and/or without our prior written consent we will not be liable for any loss or damage whatsoever and you herewith indemnify AFR against any charges, expenses, damages, penalties or claims that might arise as a result of the Prohibited Goods being in our possession or being transported by us. In addition, AFR shall be entitled to without notice dispose of any such Prohibited Goods which are listed under clause 8.1 in its sole discretion.

## 9. Ownership of the goods

- 9.1. By entering into this contract, you declare that:
  - 9.1.1. The Goods to be removed and/or stored are your own property, or
  - 9.1.2. The person(s) who own or have an interest in them, have given you authority to enter into this contract, and have been made aware of these conditions.

## 10. Charges if you postpone or cancel the removal

- 10.1. Notification of postponement or cancellation must be in writing by way of recorded delivery of your correspondence to us so that you can provide proof of time and date stamp of transmission to us of your Cancellation Notice.
- 10.2. If you postpone or cancel this contract after the quotation has been accepted and we have made arrangements for the move, AFR may claim the following charges -
  - 10.2.1. More than 14 days before the date of the removal: 100% of the deposit;
  - 10.2.2. Less than 14 days before the date of the removal: 50% of the full removal charge;
  - 10.2.3. Less than 7 days: 100% of the full removal charge.

## 11. Limited liability for loss or damages

- 11.1. AFR does not accept liability for goods confiscated, seized or removed by any customs authorities or other government agencies, and any charges incurred in this regard will be for your account as Additional Charges, nor will AFR be held responsible for additional costs accrued to/by you for delayed delivery for whatsoever reason, including, but not limited to police instructions, 3rd parties and administration delays, additional expenses incurred by yourself for board and lodge or any other personal expenses.
- 11.2. We will not be liable for any delay, loss, damage or failure to produce or deliver the goods if this is caused by one or more of the circumstances below:
  - 11.2.1. By fire, howsoever caused;
  - 11.2.2. By war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, terrorism, rebellion and/or military coup, an Act of God, industrial action, unforeseen legal impediments or other such events outside our reasonable control;
  - 11.2.3. By normal wear and tear, natural or gradual deterioration, leakage or evaporation or loss or damage from perishable, fragile or unstable Goods. This includes Goods left within furniture or appliances, such as for example glass amongst others;
  - 11.2.4. The inclusion of any Prohibited Goods as stated in Clause 8.1 ;
  - 11.2.5. To any goods in wardrobes, drawers or appliances, or in a package, bundle, case or other container not both packed and unpacked by AFR;

11.2.6. For electrical, electronic or mechanical derangement or malfunction to any appliance, instrument or equipment as a consequence of the Carriage of your Goods;

11.2.7. To any goods which have a relevant proven defect or are inherently defective.

## 12. Extra conditions that apply to imports/exports

For goods destined to, or received from, a place outside the Republic of South Africa, please take note of the following important terms of Service:

12.1. AFR will only accept liability for loss or damage to Goods when such Goods are in our actual possession, and if it is proven that AFR was wilful or grossly negligent. In such circumstances, AFR will accept limited liability as set out above, but AFR is not liable for any loss, damage or failure to produce the Goods if it is caused by those circumstances set out in clause 11.2 above.

12.2. When AFR engages an international Carrier to transport your Goods to the place, port or airport of destination, they do so as your agent acting on your behalf and subject to the terms and conditions set out by that Carrier. By agreeing to these terms, you authorise AFR to appoint such party on your behalf, and you agree to their terms and conditions. If the Carrier vessel should for reasons beyond the Carrier's control fail to deliver the goods, or route them to a place other than the original destination, you may have limited recourse against that Carrier, and may be liable for General Average contribution (e.g. the costs incurred to preserve the vessel and cargo) and salvage charges (e.g. charges payable to a person who saves those goods), or the additional cost of onward transmission to the place, port or airport of destination. These are insurable risks and if applicable to your Goods then it is **your responsibility to arrange adequate marine/transit insurance cover**. These risks will not be covered or insured by AFR.

## 13. Insurance

13.1. AFR has limited general insurance cover for your Goods in Carriage which is limited to claims resulting from fire, overturning, collision, theft or hi-jacking.

13.2. Our aforesaid cover EXCLUDES:

13.2.1. All losses or damages not specified above;

13.2.2. breakages of all fragile articles, which include, but are not limited to, mirrors, pictures, crockery, china, etc, unless professionally packed by AFR;

13.2.3. Antiques and Artworks unless they have been valued beforehand and approved for transport by an approved insurance company;

13.2.4. electrical, electronic or mechanical derangement;

13.2.5. loss or destruction of any Goods listed under Clause 7 and 8.

13.3. Consequently, you are advised to insure items for their full value. The onus of proving the value, quantity, type, physical properties and composition and the condition of the Goods and/or the condition of any container at the time of receipt thereof by AFR will at all times remain with you, and no delivery note, receipt or other document furnished or signed at such time by or on behalf of AFR or the carrier will constitute conclusive proof thereof.

13.4. Any claim against our insurance cover **must be submitted by no later than 7 days** from the date of first delivery of the Goods or part thereof to the Destination, or the date for collection of the Goods from the Warehouse, **whereafter no claim will be accepted**. A Claim form must include a detailed list of Goods claimed for, accompanied by written estimates for the cost of repairs and/or replacement values of each item on the Claim Form. Failure to comply with the above will render your claim null and void.

13.5. All claims are subject to the insurance company's rules and terms and they may decide in their sole discretion to repair, reinstate or replace any property lost or damaged, or may at its own discretion pay the amount of the loss or damage in terms of the policy contract, and any claim is always subject to the relevant insurance company's liability (or the carrier's liability if liable) for the sum insured.

13.6. Excess: You agree to pay our insurance excess in the event that we are required to claim against our insurers.

(Goods in transit — Excess = 10% of claim, minimum R10 000

(Goods in transit — Excess for hi-jacking = 25% of claim, minimum R15 000

**AFR may, at its discretion, choose to settle the claim without claiming through our insurance brokers/companies. The excess payable by you will remain the same in such case.**

13.7. **No liability for any loss of or damage to the Goods will be accepted unless your claim is given in writing** to AFR as soon as such loss or damage is discovered and in any event **within 7 days of delivery/collection of the goods**. To claim you must note any visible loss, damage or our failure to produce any Goods at the time of delivery or collection, and you must note any such loss or damage at the time the goods are handed to you, requesting that AFR acknowledges and confirms your note.

13.8. Any claims or excess in claims not paid out by our insurance brokers, shall be covered by you and AFR will not accept any liability in this regard.

## 14. Damage to premises or property other than Goods

14.1. If AFR causes damage as a result of moving Goods under your express instruction and insistence, despite our advice to the contrary, and this causes damage or loss to premises or property, we shall not accept any negligence charges, cost or liability.

14.2. If damages are caused to your premises or to property during removal, other than goods submitted for removal and/or storage, you must note this on the worksheet or delivery receipt.

## 15. Right to Hold the Goods (lien)

- 15.1.As security for all moneys (whether past or present) owing to AFR for their Services, whether forming the subject matter of this agreement or otherwise, AFR will have a lien over all Goods, documents, bills of lading, import permits and all repayments, refunds, claims or recoveries in its possession or under its control. In addition, AFR will be entitled to hold all goods as security for any other moneys which may be owing to it by you from any cause whatsoever.
- 15.2.If any monies owing to us not paid by you within 15 days after due date, AFR shall be entitled without further notice:
- 15.2.1. to open and examine the Goods;
- 15.2.2. to sell the whole or any part of the Goods in such manner and on such terms and conditions as it deems fit;
- 15.2.3. to apply the proceeds of any sale after deducting all expenses thereof in payment or reduction of any amounts due by you to AFR, provided that any surplus shall be paid over to the Customer without interest, immediately after the sale if its address is known and if not, upon demand made by the Customer within 90(ninety) days of the sale.
- 15.3.Upon the sale of any Goods in terms of 15.2.2 above, AFR shall be released from all liability to the Customer (other than that referred to in 15.2.2 above) in respect of the Goods .
- 16. Route and Method**
- 16.1.AFR have the full right to choose the route for delivery.
- 16.2.Unless it has been specifically agreed to in writing on the quotation, available space/volume/capacity on our vehicles and/or containers may be utilised for consignments of other customers.
- 17. Delays and Storage**
- 17.1.If through no fault of AFR we are unable to deliver your Goods on the estimated day of delivery, AFR will take the Goods into storage. This contract will then be deemed to be fulfilled by us, and any additional service(s), including storage and delivery, will be for your account. Where any such demurrage and/or storage charges are paid by AFR, such charges must be refunded to us on demand, and we may call for a supplementary deposit. You hereby appoint AFR or its Carrier irrevocably and *in rem suam* as its agent and in its name, place and stead, to contract for the storage of the Goods upon such terms and conditions as AFR or the Carrier may, in its sole discretion, elect and without any liability whatsoever attaching to us or the Carrier to attend to such storage.
- 17.2.If we are unable to complete the removal services on the stated delivery day and time due to any act or omission on your part, AFR shall be entitled to raise Additional Charges, such as for extra waiting time.
- 17.3.Storage refers to goods stored in our warehouse but is not limited to warehouse storage. Self-storage garages have separate additional terms and conditions, which are supplied on signing a self-storage contract.
- 17.4.If you do not provide an address or respond to our correspondence or notices, we may publish such notices in a public newspaper in the area to or from which the goods were removed.
- 17.5.AFR may review their storage charges periodically. You will be given 28 days' notice in writing of any increases.
- 17.6.Failing to pay increases upon receipt of notice to do so, AFR is entitled to require you to remove your Goods from their custody and demand payment of all monies due to them forthwith. If you fail to pay all outstanding amounts due to AFR they are entitled to sell or dispose of some or all of your Goods without further notice. The cost of such sale or disposal will be charged to you. The net proceeds will be credited to your account and any eventual surplus after settlement of all money (and charges) due to AFR will be paid to you (without interest).
- 17.7.If payments are up to date AFR will not cancel this contract except by giving you three (3) calendar months' notice in writing. If you wish to terminate your storage contract, you must give AFR at least fourteen (14) days written notice. If we can release the goods earlier, we will do so, provided that your account is paid up to date. Charges for storage are payable up to the date when the notice will take effect.
- 17.8.If you make your own arrangements to collect or deliver the goods from/to our warehouse we are entitled to charge a handling fee.
- 17.9.AFR's liability will cease upon handing over the Goods stored on your behalf.
- 18. Indulgence and waiver**
- 18.1.No relaxation or indulgence which the carrier may grant to the customer will constitute a waiver of the rights of the carrier, and any such relaxation or indulgence will not preclude the carrier from exercising any of its rights which may have arisen in the past or which may arise in the future.
- 19. Applicable law**
- 19.1.The proper law of this agreement is the law of the Republic of South Africa, and accordingly any dispute about this agreement, including any dispute about its validity, existence, interpretation, rectification, breach or termination, or any dispute about any matter arising out of this agreement, its avoidance, interpretation, rectification, breach or termination must be determined according to the laws of the Republic of South Africa.

SIGNED BY THE CLIENT ON : DATE:..... PLACE: .....

\_\_\_\_\_  
 Client Name:.....  
 Designation: [Director/Member/Trustee]  
 Duly authorised thereto by the Company/Corporation/Trust.

\_\_\_\_\_  
 Payee/Employer:  
 Name of signatory:.....  
 Designation: [Director/Member/Trustee]  
 Duly authorised thereto by the Company/Corporation/Trust.