



FILM FREIGHT

TERMS AND CONDITIONS

The relationship between Film Freight and the Customer shall be governed by these terms and conditions:

1 INTERPRETATION

- 1.1 Unless the context indicates a contrary intention the following words and expressions bear the following meanings in this agreement:
- 1.1.1 "Consignee" means the person/company to whom a consignment is to be delivered by Film Freight;
 - 1.1.2 "Consignment" means a parcel or batch of parcels to be collected, transported and delivered by Film Freight on a single occasion on the Customer's instructions and in respect of which a single waybill is completed and/or issued;
 - 1.1.3 "the Customer" means the customer whose particulars appear in the schedule;
 - 1.1.4 "Dangerous goods" are goods that are commonly regarded as dangerous or hazardous goods in the courier, freight, transport and/or logistics industries which are corrosive, explosive, unstable or otherwise capable of causing harm or damage and which require special handling or precautions to prevent harm or damage to persons or property;
 - 1.1.5 "Handle" means the collection, transport, storage and delivery of parcels and/or consignments and includes any dealing with the parcel by Film Freight in the course of providing any service in respect thereof;
 - 1.1.6 "Illegal substances" means any substance, matter, article, good or thing, the possession of which is unlawful or illegal, or requires a special license, permit or authorization;
 - 1.1.7 "Parcel" means a package of goods or documents to be collected, transported and delivered by Film Freight on the Customer's instructions;
 - 1.1.8 "Schedule" means the schedule of information to which this agreement is attached;
 - 1.1.9 "Sender" means the person/company from whom a consignment parcel is to be collected by Film Freight;
 - 1.1.10 "Service" means the collection, transportation and delivery of consignments by Film Freight on the Customer's instructions;
 - 1.1.11 "Film Freight" means either Film Freight cc (Reg no: 2000/036539/23) or Film Freight Logistics (Pty) Ltd (Reg no: 2012/188918/07) and includes its employees, agents and subcontractors, where appropriate in the context;
 - 1.1.12 "Tariff Schedule" means Film Freight's schedule of tariffs of fees, surcharges and other charges in respect of its various service offerings that is in force from time to time;
 - 1.1.13 "Waybill" means Film Freight's waybill that accompanies consignments that are collected, transported and delivered by or on behalf of Film Freight for the Customer, which comprises a pre printed form that is completed by the Customer or by Film Freight's employees using information provided by the Customer.
- 1.2 In this agreement:
- 1.2.1 An expression which denotes:
 - 1.2.1.1 any gender includes the other genders;
 - 1.2.1.2 a natural person includes a juristic person and vice versa;
 - 1.2.1.3 the singular includes the plural and vice versa.
- 1.3 Any reference to:
- 1.3.1 "Days" means calendar days, unless qualified by the word "business", in which a "business day" shall be any day (other than a Saturday, Sunday or public holiday in the Republic of South Africa);
 - 1.3.2 "Business hours" means the hours between 08h00 and 17h00 on any business day.

2 COMMENCEMENT

- 2.1 This agreement will commence when Film Freight has approved the credit facilities that the Customer has applied for and signed the schedule. Before Film Freight signs this agreement, it will constitute an application for credit that Film Freight may accept or reject at its discretion and without giving reasons;
- 2.2 Any services that Film Freight renders to the Customer before Film Freight has signed the schedule will be on a COD or prepaid basis and will be governed by the COD and prepaid terms and conditions;
- 2.3 Film Freight may, without reason, withdraw the credit facilities and cancel this agreement by giving the Customer 30 days' written notice of cancellation.

3 CREDIT FACILITY

- 3.1 Film Freight grants the Customer a 30 day credit facility, as indicated in the schedule;
- 3.2 Film Freight will, in its sole discretion, determine the initial credit limit that it grants to the Customer;
- 3.3 The initial credit limit may not be increased unless the Customer asks for an increase in writing. The request may be granted or declined by Film Freight in its discretion;
- 3.4 Film Freight may reduce the credit limit at any time by giving the Customer 30 days' written notice.

4 INVOICING AND PAYMENT

- 4.1 Film Freight will invoice the Customer for services rendered to it in accordance with the rates and charges set out in the tariff schedule or, if applicable, in accordance with the quotation (if any) issued by Film Freight and accepted by the Customer in respect of any particular service. For the avoidance of doubt, if a quotation is not issued by Film Freight and accepted by the Customer in respect of a service, then the rates and charges applicable to that service will apply as per Film Freight's tariffs;
- 4.2 Quotations for services will only be valid and binding on Film Freight if they are in writing. If there is no written quotation, the appropriate tariff will apply to any services rendered by Film Freight to the Customer;
- 4.3 If the mass and/or dimensions of a parcel/consignment are found by Film Freight to differ from the mass and/or dimensions disclosed to Film Freight by the Customer, then Film Freight shall charge the Customer for the services in respect of that parcel/consignment in accordance with the actual mass and dimensions, and any quotation for such charges issued by Film Freight shall be adjusted in accordance with the correct mass and dimensions. If the Customer disputes Film Freight's determination of the mass and/or dimensions of a parcel/consignment, the Customer shall bear the onus of proving that Film Freight's measurements are incorrect;
- 4.4 If Film Freight incurs any charges on behalf of the Customer (such as any taxes, duties, surcharges, etc) that must be paid in respect of the goods in the consignment, the Customer authorizes Film Freight to pay the charges. Film Freight will include these charges in the Customer's invoice, unless the consignee pays them. A 5% disbursement fee (or as determined by Film Freight) will be charged on monies outlaid on behalf of the Customer;
- 4.5 At the end of Film Freight's trading month, Film Freight will issue the Customer with a statement reflecting all invoices issued by Film Freight to the Customer and payments made by the Customer during that month;
- 4.6 If the Customer wishes to dispute Film Freight's statement, it must do so within 15 days after the invoice has been issued. After that, the statement and invoices referred to in it will be deemed to be correct and the Customer will bear the onus of proving the contrary if it disputes the statement;
- 4.7 The Customer must pay Film Freight the amount shown to be owing on the invoices within 30 days after the date on which the invoice was issued. If the due date for payment falls on a non-business day, the Customer must make payment on the business day immediately preceding the payment due date;
- 4.8 All payments due by the Customer to Film Freight must be paid in South African Rands by electronic funds transfer (EFT) or direct deposit into Film Freight's banking account as shown on the invoice/statement;

- 4.9 Any payments made by the Customer to Film Freight shall be free of any taxes, charges, levies, penalties, deductions or set off;
- 4.10 Film Freight will only render services to the Customer on credit up to the value of the agreed credit limit on the Customer's account. If the Customer requires further services from Film Freight after it has reached its credit limit (and before paying the outstanding account), these further services must be paid for in cash in advance;
- 4.11 Terms for payment are strictly 30 days. Any overdue amounts will incur interest at the current prime lending rate plus 2%

5 INSTRUCTIONS

- 5.1 The Customer shall issue instructions to Film Freight to collect, transport and deliver consignments:
- 5.1.1 by telephone
- 5.1.2 by email
- 5.2 The Customer agrees that it shall not be entitled to refuse to pay any invoice for services rendered by Film Freight on the grounds that the person who ordered the services on behalf of the Customer did not have the authority to do so;
- 5.3 The Customer warrants that all information given to Film Freight by the Consignee or Sender of a consignment relating to the services is correct;
- 5.4 The Customer:
- 5.4.1 must check the waybill to ensure that all information on the waybill is correct;
- 5.4.2 must immediately notify Film Freight if any of this information is not correct;
- 5.4.3 warrants to Film Freight that all information on the waybill is correct, unless the Customer has notified Film Freight in writing that any information is incorrect
- 5.5 If a consignment has been sent to the Customer by a sender with an instruction for Film Freight to bill the Customer as recipient, the Customer accepts the liability to pay Film Freight's charges by accepting delivery of the consignment. If the Customer refuses to accept the charges, it must refuse to accept delivery of the consignment, in which event it will be returned to the sender.

6 COLLECTION, TRANSPORTATION AND DELIVERY

- 6.1 The Customer must ensure that consignments are ready for collection at the time arranged for collection and that the waybill and all other documentation if applicable that must accompany the consignment have been fully and accurately completed;
- 6.2 The Customer bears the responsibility for ensuring that parcels are properly and appropriately packaged and sealed before delivery to or collection by Film Freight and that the packaging provides adequate protection from any damage that may occur during normal handling and transportation;
- 6.3 If the contents of any parcel is fragile or if, for any reason, special care is required to be taken when handling the parcel, the Customer must clearly indicate this fact on the packaging. If this is not clearly indicated, Film Freight will not under any circumstances be held responsible for any damage caused to the contents of the parcel. If this is indicated, Film Freight will only be responsible for damage to the contents of the parcel if its staff failed to exercise special care and was negligent, and then only to the extent provided for in 9.1 or 9.2, as applicable;
- 6.4 Film Freight shall have the sole discretion to determine the route and method of transport of consignments, and shall be entitled to use subcontractors and/or agents for the collection, transportation and/or delivery of consignments;
- 6.5 Film Freight shall use its best endeavors to deliver consignments within the time requested by the Customer or determined by Film Freight's particular service selected by the Customer. However, the Customer shall have no claim against Film Freight whatsoever for compensation or for damages of any nature whatsoever suffered as a result of late delivery.

7 CONTENTS OF PARCELS AND CONSIGNMENTS

- 7.1 Unless specifically agreed to in respect of a particular parcel or consignment, Film Freight will not provide any service in respect of illegal substances, antiques, ammunition, artwork, bank and treasury bonds, bulk cargo, bullion, explosives, furs, hazardous cargo, jewelry, live animals, money, patterns, plans, designs or manuscripts, perishables, precious metals, precious stones, stamps or watches;
- 7.2 The Customer warrants in respect of each parcel and/or consignment in respect of which it requests Film Freight to provide services that:
- 7.2.1 the parcel and/or consignment will not contain any goods of the nature referred to in 7.1;
- 7.2.2 the parcel has been properly and sufficiently packed, with adequate precautions having been taken to prevent damage to the contents in the course of normal handling, and prepared for carriage;
- 7.2.3 the Customer is the owner of the goods in the consignment or is authorized by the owner of the goods to instruct Film Freight to handle the consignment and to render services in respect of the consignment and that, consequently Film Freight's possession and handling of the consignment will be lawful;
- 7.2.4 Film Freight's handling of the parcel and/or consignment and performing the services in respect thereof will not violate or contravene any law or regulation relating to the importation, transportation, storage and/or distribution of any goods or class of goods;
- 7.2.5 the mass and dimensions of the parcel disclosed to Film Freight are correct;
- 7.2.6 the description, value and all other information provided by the Customer to Film Freight in respect of the goods in any parcel and/or consignment is accurate and correct and Film Freight and/or its subcontractors and/or agents may rely on this information when handling the parcel or consignment and/or making representations and/or declarations to any authority in respect thereof.
- 7.3 Film Freight (but shall not be obliged to) inspect the contents of any parcel and to open, unpack and repack parcels for this purpose. Such inspection will not release the Customer from any obligation or warranty under this paragraph;
- 7.4 The warranties, undertakings and consents given by the Customer in relation to parcels and/or consignments are given whether the Customer is the sender or consignee in respect of the parcel/consignment concerned. For the avoidance of doubt, if the Customer is not the sender, the Customer bears the risk of the sender doing anything in breach of these warranties;
- 7.5 The Customer indemnifies Film Freight against any loss or claims that it may suffer due to any breach of any of the above warranties or undertakings, including (but not limited to) any fines, penalties or claims arising from inaccuracy of descriptions and particulars relating to the goods.

8 LIEN

- 8.1 Film Freight has a lien over any consignment (and the contents of the parcels comprising the consignment) that is in its possession, as security for any claim that Film Freight has against the Customer, whether such claim is in respect of the consignment(s) in Film Freight's possession (and over which Film Freight is exercising its lien) or not;
- 8.2 If the Customer is not disputing Film Freight's claim within 30 days after receiving written notice that Film Freight is exercising its lien and intends selling the goods in its possession to reduce the Customer's indebtedness to it, the Film Freight may sell such goods by public auction or by private treaty;
- 8.3 If Film Freight sells any goods in terms of 8.2, it shall, as soon as reasonably practicable after the sale, furnish the Customer with an account for the proceeds of the sale of the goods. If the proceeds of the sale exceed the amount that the Customer owes Film Freight, the account must be accompanied by payment of the surplus;
- 8.4 If Film Freight exercises its right to sell the goods, the Customer shall have no claim against Film Freight in respect of the sale of the goods, unless (and then only to the extent that) the goods are sold for less than their fair market value.

9 RISK AND INSURANCE

- 9.1 All parcels and consignments are handled at the Customer's sole risk;
- 9.2 Notwithstanding the provisions of 9.1, in the event of the loss or damage to a consignment, Film Freight's liability shall be limited to R40 (Vat Incl) per kilogram to a maximum of R1,000.00 (Vat incl) per consignment carried, but in all cases shall not exceed the actual manufactured cost of the item(s). The payment of the compensation is conditional upon:
- 9.2.1 the damage to or loss of the item(s) concerned being endorsed by the recipient on the delivery receipt;
- 9.2.2 the Customer providing Film Freight with documentary proof (e.g. an invoice/quotation) of the value of the missing or damaged item(s).
- 9.3 For the avoidance of doubt, if a consignment is lost, damaged or destroyed, Film Freight's liability to the Customer in respect of the loss or destruction will be limited to the cost of repairing or the value of all the goods in the consignment or R1,000.00, whichever is the Lesser;

- 9.4 If the Customer requires Film Freight to arrange insurance cover for any consignment (subject to a maximum available cover of R500,000.00);
- 9.4.1 it must request the insurance before the consignment is collected;
 - 9.4.2 the Customer must pay Film Freight the premium for the additional insurance cover, which Film Freight will invoice to the Customer;
 - 9.4.3 the insurance cover will be subject to the terms and conditions of the insurance policy, which are available from Film Freight upon request.
- 9.5 If the Customer requires insurance cover for second-hand machinery or equipment (including electrical and camera equipment):
- 9.5.1 the machinery or equipment may not be more than 10 years old;
 - 9.5.2 a pre-shipment inspection of the goods must be carried out by the engineer or technician appointed by the Customer or the sender detailing the physical, mechanical and/or electrical condition of the goods and the packaging methods employed;
 - 9.5.3 the inspection report must be provided to and the risk accepted by the insurers before the goods will be covered;
 - 9.5.4 if the equipment or the machinery is older than 10 years, if no pre-shipment assessment is conducted, if the report is not submitted to the insurers or if the insurers do not accept the risk, the Customer's claim will be limited to loss or damage arising from water damage caused by heavy weather, piracy, pilferage, overturning, derailment, road accident or loss or damage during loading or offloading;
- 9.6 For the avoidance of doubt, if no additional insurance is requested by the Customer in terms of 9.4, if the conditions of 9.5 are not met or if a claim is repudiated by the insurers, the Customer shall have no claims against Film Freight in respect of a loss or damaged consignment in excess of the compensation of R 1,000.00 referred to in 9.2;
- 9.7 The Customer must notify Film Freight of any claim in respect of a lost, damaged or destroyed consignment within 7 days after the date upon which the loss or damage occurs, or the Customer will have no claim in respect of the loss;
- 9.8 if any claim is repudiated by the insurers, the Customer must contest the repudiation within 180 days after receiving notice of the repudiation, after which any claim will prescribe;
- 9.9 When Film Freight arranges the insurance for the Customer, it acts as a referee only and not as an insurance expert. None of Film Freight's employees are authorized to offer advice in respect of insurance;
- 9.10 Film Freight will not be liable to the Customer for any consequential damages that the Customer or any other person may suffer as result of any loss of, damage to, destruction of or late delivery of any consignment.

10 DOMICILIA AND NOTICES

The Customer chooses as its domicilium et executandi for the receipt of any notices and/or legal processes arising from this agreement at the addresses set out in the schedule. This means that documents may be served at those addresses even if the Customer is not there, and that such service will be regarded as adequate service for legal purposes.

11 LEGAL COSTS

If Film Freight takes legal action to enforce payment of any amount due by or any of its rights against the Customer, or to successfully defend any claim against it by the Customer, the Customer will be liable to pay the legal costs incurred by Film Freight on the scale as between attorney and own client, including collection commission and tracing costs.

12 GENERAL

- 12.1 This Agreement, together with the schedule, constitutes the whole agreement between the Parties as to the subject matter hereof and representations or warranties between the Parties other than those set out herein are binding on the Parties;
- 12.2 No addition to or variation of this Agreement and no waiver of any right arising from this Agreement shall be of any force or effect unless reduced to writing and signed by both of the parties;
- 12.3 In the event that any of the terms of this Agreement are found to be invalid, unlawful or unenforceable, such terms will be severable from the remaining terms, which will continue to be valid and enforceable;
- 12.4 This Agreement shall govern every service rendered by Film Freight to the Customer.

13 GUARANTEE OF AUTHORIZATION

The person who signs this agreement on behalf of the Customer warrants that:

- 13.1 All information provided in the application for credit and contract schedule is correct;
- 13.2 He/she is authorized to represent the Customer. If the Customer disputes the authority of the signatory, then the signatory agrees that he/she will be personally liable to Film Freight for the fulfillment of all of the Customer's obligations.