

AGA TRANSPORT COMPANY (PTY) LTD TERMS AND CONDITIONS

1. "The Company" refers to the company on whose order form or other stationery these conditions appear.
2. "The Customer" refers to the Person, Firm, Company or Association ordering from the Company.

All orders shall be binding on the Customer, but the Company reserves the right to withdraw from the order at any time before the transport of the goods.

These conditions form the sole contract between the Company and the Customer and any variations thereof shall not be of any force or effect unless it is in writing and signed by the Company and the Customer. No amended, different or additional terms and conditions that the Customer seeks to attach to these conditions will be valid when an order is submitted by the Company on stationery which contain the Customer's standard terms and conditions of purchase, they shall not apply.

Each transport job shall be deemed to be a separate contract in respect from the goods, forming the subject matter of such job.

PRICE

1. The prices shall be stated on the Company order form or other stationery and subject to confirmation by the Company prior to transportation of goods.
2. In the event of increased costs of a statutory nature (eg. fuel, licenses, permits, stock & goods) prior to transportation, the Company reserves the right to recalculate the price proportionately and charge the Customer accordingly. The Customer agrees to pay for the unforeseen increased prices.

TRANSPORT

1. Whilst every effort will be made to deliver the goods as indicated on the order form or other stationery, the Company does not guarantee delivery on any specific date and shall not be held liable for any damages for failure to affect delivery for whichever reason.
2. No claims will be recognized unless submitted in writing by the Customer within seven days of transportation. The Company shall not be held responsible for any consequential loss of whatever nature arising from any defects in the transport.
3. The Company reserves the right to enter the Customer's premises without prior notice to remove the unit should payment not be received after 60 days from date of statement.

PENALTIES

1. An additional charge of R800.00 per hour will be levied for each hour that the Company's vehicle/staff is delayed by the Customer.

PAYMENT TERMS

1. Payment terms are strictly 30 days net invoiced value from date of invoice.
2. Interest at the current prime-lending rate will be charged at the discretion of the Company on overdue accounts.
3. The Company shall have the right to terminate forthwith any contract and/or claim from the Customer immediate payment for any monies owing to the Company by the Customer under any contract; any earlier arrangement for credit and whether same is due for payment or not; if the Customer fails to pay any amount due to the Company on due date thereof, or is placed under a provisional or final order of sequestration, liquidation or Judicial Management or commits any act of insolvency; or enters into any compromise with his/its creditors or fails to satisfy any judgement granted against him/it within seven days after the date of judgement; or changes the structure of its ownership; or deviates from its former method of trading.

LEGAL CHARGES

1. In the event of the Company instructing its attorneys to recover monies or goods from the Customer, the Customer shall be liable for and shall pay all legal costs incurred by the Company Attorney and Client scale, including collection commissions.

2. At the discretion of the Company, any claim against the Customer may be brought in any magistrate's court having jurisdiction, notwithstanding that the amount of the claim may exceed the jurisdiction of the magistrate's court.

GENERAL

1. No relaxation which the Company may give at any time with regards to the carrying out of the Customer's order in terms of any contract shall, prejudice or waiver any of the Company's rights in terms of the contract.
2. The contract of sale is between the Company and the Customer as principals and shall not be assigned or ceded by the Customer without written consent of the Company.