

TERMS OF USE FOR RENTAL OF VEHICLES

1. INTRODUCTION

- 1.1. The terms and conditions as contained in this document detail the engagement between the CUSTOMER and WOLFF LOGISTICS for the use and Rental of WOLFF LOGISTICS' Vehicles.
- 1.2. The CUSTOMER has completed the schedule detailing its information and its acceptance of the terms and conditions as contained herein.
- 1.3. By taking possession of the Vehicle the CUSTOMER accepts the terms and conditions as contained herein.
- 1.4. Should there be any discrepancy between the terms and conditions as contained in this document and the Customer's relevant schedule or a quotation, the provisions of the schedule or quotation will prevail, unless WOLFF LOGISTICS elects otherwise.

2. DEFINITIONS

In this agreement, unless the context indicates otherwise, the following expressions will bear the following meanings:

- 2.1. "AGREEMENT" means every page of this document, quotations, all annexures and schedules hereto, receipt and delivery documents, Vehicle check sheets and any other written and signed document between the CUSTOMER and WOLFF LOGISTICS;
- 2.2. "CUSTOMER" means the natural or legal person detailed herein and in the relevant schedule;
- 2.3. "GOODS" means the goods transported by the Vehicle;
- 2.4. "RATES" means the rates agreed to between the parties for the Rental, failing which, WOLFF LOGISTICS usual rates charged from time to time for the Vehicle/s rented in terms hereof and will be subject to increase on the anniversary of the Agreement by a rate of 7.5%;
- 2.5. "RENTAL PERIOD" means the period of the rental and commences on the earlier of, the agreed rental period or the time that the Vehicle is recorded as having left the possession of WOLFF LOGISTICS for delivery to the CUSTOMER, which includes the delivery thereof to the CUSTOMER by persons appointed by WOLFF LOGISTICS, and terminates on the later of, the agreed rental period or the day that the Vehicle is acknowledged in writing to have been returned to WOLFF LOGISTICS in the same condition as at the commencement, fair wear and tear accepted, or the day that WOLFF LOGISTICS receives payment from the CUSTOMER or it's appointed insurer of the fair and reasonable replacement value thereof;
- 2.6. "RENTAL" means the use by the CUSTOMER of one or more Vehicles;
- 2.7. "VEHICLE" means any one or more or replacement Vehicle/s supplied by WOLFF LOGISTICS to the CUSTOMER, which is deemed to have been supplied upon the terms hereof, including the Vehicles documents, keys, tyres, tools, trailers and accessories;
- 2.8. "WOLFF LOGISTICS" means WOLFF LOGISTICS (PTY) LTD Reg. no: 2010/014961/07 which definition includes any and all holding, subsidiary, sister or associated companies, successors in title and assigns.

3. INSURANCE BY THE CUSTOMER

- 3.1. If the CUSTOMER elects to insure the Vehicle and the Goods with its nominated insurer, the CUSTOMER must comprehensively insure the Vehicle for any and all risks of loss or damage for the amount specified by WOLFF LOGISTICS (which will be the amount as determined by WOLFF LOGISTICS' nominated insurance company), failing which, the fair and reasonable retail value thereof and must provide WOLFF LOGISTICS with all insurance details, specifically details of the broker, insurer, underwriter and policy details, providing copies of all such documents.
- 3.2. The CUSTOMER hereby authorizes WOLFF LOGISTICS to confirm comprehensive cover and payment of all premiums from time to time, and otherwise deal with the broker, insurer and/or underwriter regarding any claims.
- 3.3. Further, the CUSTOMER hereby cedes, assigns and make over to WOLFF LOGISTICS, as an out and out cession, all entitlement to compensation for any and all loss or damage to the Vehicle, which cession WOLFF LOGISTICS hereby accepts.
- 3.4. The CUSTOMER will include WOLFF LOGISTICS as the sole beneficiary to ensure that WOLFF LOGISTICS obtains full compensation for any losses or damages suffered by it.
- 3.5. If the policy is terminated or lapses during any period, it will be a breach of this Agreement, entitling WOLFF LOGISTICS either to immediately and without notice cancel this Agreement, or re-instate such policy and pay all premiums in relation thereto, in which event the CUSTOMER will be liable to WOLFF LOGISTICS for any and all premiums and costs paid on behalf of the CUSTOMER.
- 3.6. In the event of any loss or damage to the Vehicle whatsoever, the CUSTOMER will immediately report same to WOLFF LOGISTICS and its nominated insurer, giving full details, reporting same to the relevant authorities, completing all necessary documentation, and assisting in the prosecution or defence of any claim whatsoever.
- 3.7. In the event of loss or damage rendering the Vehicle incapable of use in the normal course, the customer will not be entitled to a replacement Vehicle and remains liable for rental and/or other charges for the rental period, pending repair thereof or compensation therefor. The customer may hire further Vehicle/s for the usual or agreed charges during the time of repair or replacement thereof.
- 3.8. In the event that the CUSTOMER'S insurer repudiates liability for any reason, the CUSTOMER remains liable to WOLFF LOGISTICS for any loss and/or damages.

4. INSURANCE, ACCIDENTS AND CLAIMS

- 4.1. The CUSTOMER will strictly comply with all terms of any insurance policy procured by it and with the provisions of WOLFF LOGISTICS' insurance policies.
- 4.2. If a claim is lodged and WOLFF LOGISTICS becomes liable to pay any excess in terms of its insurance policies, the CUSTOMER will be liable unto WOLFF LOGISTICS to pay the excess amount as calculated on the quotation. To the extent that WOLFF LOGISTICS' insurer is not liable for, refuses or fails to compensate WOLFF LOGISTICS for any loss, WOLFF LOGISTICS will be entitled to pursue the claim without any prejudice to any claim it may have against the CUSTOMER.
- 4.3. The CUSTOMER hereby cedes its right, title and interest in all insurance policies it may have in place in respect of the use of the Vehicle to WOLFF LOGISTICS as security for its obligations under this Agreement.
- 4.4. The CUSTOMER hereby irrevocably empowers WOLFF LOGISTICS and its insurers to claim, sue for and receive any amounts and benefits arising out of the loss of or damage to any Vehicle or part thereof and authorizes WOLFF LOGISTICS in its sole and absolute discretion to settle, compromise or withdraw any claim and to give discharges in respect thereof without prejudice to its rights to claim any remainder from the CUSTOMER.
- 4.5. The CUSTOMER will be obliged to assist WOLFF LOGISTICS and its insurers to properly and completely investigate any claim relating to a Vehicle to the extent necessary to complete and submit any claim forms and documents required by the insurer.
- 4.6. The CUSTOMER will not have any claim against WOLFF LOGISTICS if any claim should not be recovered in full or at all and the fact that a claim is still pending will not excuse the CUSTOMER from paying any amount claimed to WOLFF LOGISTICS. Subject to above the CUSTOMER will not be entitled to affect any repairs to the Vehicle, but will at its expense deliver the Vehicle to WOLFF LOGISTICS, its nominee, a reputable panel beater or a panel beater approved by WOLFF LOGISTICS for repairs and will do so without delay.

- 4.7. Should the CUSTOMER opt to claim for Personal Accident Insurance the CUSTOMER agrees and acknowledges that:
 - 4.7.1. WOLFF LOGISTICS acts merely as a broker and accepts no liability in its provision of this role;
 - 4.7.2. It is the CUSTOMER'S obligation to refer process and pursue its claim for recovery of any amounts due thereunder against the insurers.
- 4.8. Should the CUSTOMER subscribe for its own goods in transit cover it agrees and acknowledges that:
 - 4.8.1. WOLFF LOGISTICS will not be liable for the loss or damage to any property left or transported in or upon the Vehicle irrespective of whether the loss or damage resulted from the negligence of WOLFF LOGISTICS or its agents or employees. The CUSTOMER hereby waives any claim which it may have or obtain against WOLFF LOGISTICS arising out of the said circumstances and, furthermore, indemnifies WOLFF LOGISTICS against any claim by any third party arising out of the said circumstances;
 - 4.8.2. WOLFF LOGISTICS will not be liable for cleaning of debris, chemical spill, wreckage and/or any other remains where the accident occurred;
 - 4.8.3. WOLFF LOGISTICS will have no liability whatsoever in respect of any Goods transported on, in or behind the Vehicle, including trailers.
- 4.9. It is reiterated that in the event of WOLFF LOGISTICS claiming any amount from the CUSTOMER arising out of damage to or destruction of the Vehicle, any crane or other equipment forming part of the Vehicle, WOLFF LOGISTICS will be entitled to pursue and enforce such claim in spite of the fact that it may not have lodged any claim against its insurers or that any claim which it may have lodged has not yet been acknowledged or rejected by the insurer or settled.
- 4.10. The Vehicle will under no circumstances be taken into an area governed by any national, provincial or local authority emergency regulations or an area in which civil unrest is prevalent.

5. WOLFF LOGISTICS INDEMNITY SCHEDULE

If the CUSTOMER elects to accept the WOLFF LOGISTICS indemnity, then the following further provisions and exclusions apply to the Agreement, all of which are obligations of the CUSTOMER:

- 5.1. The driver and/or operator of the Vehicle must at all times drive and operate the Vehicle within the manufacturer's specifications and subject to the provisions of all Road Traffic and related laws. If it is found that the driver and/or operator have abused the Vehicle and accessories in any way, or drove the Vehicle and/or operated the accessories thereto whilst Vehicle under the influence of alcohol or drugs, or are not in possession of a valid unendorsed driver's license and/or a valid permit for driving of the Vehicle or operation of accessories thereto, or have acted in violation of any Road Traffic laws, then such actions will invalidate the indemnity and the CUSTOMER will be liable for any loss or damage resulting therefrom.
- 5.2. This indemnity does not cover loss or damage in the following circumstances:
 - 5.2.1. When unattended, the Vehicle must be safely parked, locked, the burglar alarm or protection system must be activated, and the keys properly safeguarded.
 - 5.2.2. Unless the Vehicle is specifically designed for the conveyance of passengers, same will not be used for the conveyance of passengers and will at all times be used only for its intended of designed purpose, on suitable roads and in conditions recommended by the manufacturer.
 - 5.2.3. Loss or damage to windscreens, windows, tyres, the undercarriage or resulting from the CUSTOMER'S failure to maintain manufacturer specified levels of coolant, lubricant, air/gas and the CUSTOMER'S failure or neglect in presenting the Vehicle for regular/prescribed servicing intervals.
 - 5.2.4. Loss or damage arising from any form of abuse or abusive driving or driving on poor road surfaces and in areas or under poor conditions, including hail, where the risk of loss or damage is patently increased.
 - 5.2.5. Loss or damage to property conveyed upon the Vehicle, injury or death of the driver or passengers in or on the Vehicle.
 - 5.2.6. Loss or damage whatsoever if the Vehicle is used privately, or for racing/competing.
 - 5.2.7. Loss or damage to any persons and/or property transported in or upon the Vehicle.
- 5.3. In the event of any claim, the CUSTOMER will be liable for the excess (as stated on the quotation), non-refundable claim administration fee, assessors' fees, towing and storage charges for each incident, which are not included in any of the waiver charges and is payable irrespective of liability for the loss or damage. The Customer remains liable for payment of rental and other amounts due in terms of the agreement until the Vehicle is fully repaired and re-instated or WOLFF LOGISTICS is settled following a loss.
- 5.4. If the Vehicle suffers any damage or loss whatsoever, the CUSTOMER must:
 - 5.4.1. Immediately report same to WOLFF LOGISTICS, supplying all details of the damage or loss, including particulars of the time, date and location, any and all details of other parties involved in the loss or damage.
 - 5.4.2. Safeguard the Vehicle and remain in attendance until WOLFF LOGISTICS arranges for the repair or recovery and towing of the Vehicle.
 - 5.4.3. Within 48 hours, notify the police and obtain a case number and within 24 hours thereafter, formally report the incident to WOLFF LOGISTICS, completing all necessary documentation and supplying all necessary information.
 - 5.4.4. Cooperate and assist in the investigation and prosecution of any claim or defence relating to the incident, notifying WOLFF LOGISTICS of any third-party claims within 15 days of receipt thereof.
- 5.5. In the event that the CUSTOMER is indemnified, then the Customer is deemed to have subrogated its claim to WOLFF LOGISTICS or its nominee.
- 5.6. In the event of loss or damage rendering the Vehicle incapable of use in the normal course, the CUSTOMER will not be entitled to a replacement Vehicle and remains liable for rental and/or other charges for the rental period, pending repair thereof or compensation therefor. The CUSTOMER may hire further Vehicle/s for the usual or agreed charges during the time of repair or replacement thereof.
- 5.7. In the event of loss or damage to the Vehicle in circumstances where no third party is specifically identified, then the liability waiver will increase to double the standard amount.
- 5.8. In the event that WOLFF LOGISTICS repudiates liability for any reason, the Customer will have a period of 90 (ninety) days within which to institute proceedings against WOLFF LOGISTICS, failing which any such claim will prescribe.
- 5.9. The CUSTOMER will comply with all the requests and requirements of WOLFF LOGISTICS' insurer.

6. DELIVERY, TERMINATION AND RETURN OF VEHICLE

- 6.1. WOLFF LOGISTICS' delivery note (which will be signed by WOLFF LOGISTICS and the CUSTOMER) will be furnished when the Vehicle is delivered to the CUSTOMER and will be deemed to be prima facie proof of the contents thereof; provided that if any blank spaces are left on the delivery note, WOLFF LOGISTICS is hereby authorized to complete the relevant details once it becomes known to it. It is also authorized to correct any details overleaf and the CUSTOMER agrees to be bound by such additional and/or amended information.
- 6.2. Upon termination of the Rental Period or this Agreement for any reason the CUSTOMER will return the Vehicle to WOLFF LOGISTICS within 2 days, at no cost, failing which WOLFF LOGISTICS will be entitled to take any steps to trace and recover it and to take possession of it and the CUSTOMER will be liable for the costs of tracing and recovering possession of the Vehicle.

- 6.3. Should the CUSTOMER fail to return the Vehicle to WOLFF LOGISTICS within 2 days of the termination of the rental period the CUSTOMER will be deemed to be in unlawful possession of the Vehicle.
- 6.4. Unless otherwise provided for in this document, this Agreement for the hire of a Vehicle will terminate when the Vehicle is returned to WOLFF LOGISTICS.
- 6.5. Should the Vehicle be destroyed or lost the CUSTOMER will immediately pay WOLFF LOGISTICS the replacement value thereof. Upon WOLFF LOGISTICS successfully recovering any amount from its insurer or a third party in respect of the destruction or loss of the Vehicle it will appropriately credit the insurer with the net amount received by WOLFF LOGISTICS. In the event that the Vehicle is not returned to or its replacement value in the event of its destruction or loss paid to Wolff Logistics within the rental period, the CUSTOMER will after the termination of the rental period remain liable to pay and discharge all obligations in terms of this agreement as if the agreement has been extended and this liability on the part of the CUSTOMER will continue until WOLFF LOGISTICS has so been paid and all such obligations have been discharged by the CUSTOMER. This provision will not vitiate WOLFF LOGISTICS' claim for possession of the Vehicle. Should the Vehicle be destroyed or lost within the first year after its first registration its replacement value will be its cost price and after the first year it will be its retail value plus extras as listed by Trans Union.
- 6.6. The Vehicle should also be returned when the contract is cancelled due to breach of contract. WOLFF LOGISTICS will have the right to take possession of the Vehicle if the breach led to cancellation of the Agreement. Should the CUSTOMER not return the Vehicle, then WOLFF LOGISTICS will have a right to approach the relevant court, in an ex parte application, for an order on an urgent basis, to have same returned by court order, pending the finalization of any further court cases, failing which if no actions are instituted by the CUSTOMER within three weeks from date of court order, the order will be made final.
- 6.7. This Agreement may be terminated by either party by giving written notice of such termination to the other party. The notice period will be 3 months' notice, if the Rental Period exceeds 1 year and 1 month's notice, if the Rental Period is less than 1 year.
- 6.8. If the CUSTOMER is a natural person with a turnover of less than R 2 000 000.00 and the Agreement is terminated by the CUSTOMER before the expiry of the Rental period, then a cancellation penalty is payable by the CUSTOMER equal to 3 months' Rates, which penalty the CUSTOMER agrees is fair.
- 7. THE VEHICLE**
- 7.1. The Vehicle is at the CUSTOMER's sole risk from the time of delivery until the time it is returned to WOLFF LOGISTICS.
- 7.2. The CUSTOMER acknowledges that the Vehicle was delivered with a full fuel tank and in a good and roadworthy condition.
- 7.3. Except for repairs or maintenance necessitated by fair wear and tear, the CUSTOMER is liable to return the Vehicle in the same condition as that in which it was delivered to it. Fair wear and tear will include superficial scratches, scuffs and road stone chipping; provided the paint surface is not broken, but will not include cigarette burns, tears, rips or cuts or stains to upholstery which cannot be removed by ordinary cleaning, nor will it include missing components or accessories or roof gutter damage or dents, impact damage, broken tyres, cracked lenses, scratched or chipped windows or windscreens which will cause the Vehicle not to pass a roadworthy test.
- 7.4. At the commencement of the rental period the CUSTOMER is obliged to inspect the Vehicle and to report any shortcomings to WOLFF LOGISTICS forthwith, that is, before using the Vehicle (to the extent that it is possible to detect any shortcoming before use). Should the CUSTOMER fail to do so, the Vehicle is deemed to have been delivered to the CUSTOMER in a good and roadworthy condition and without shortcomings;
- 7.5. Should a dispute arise between the parties as to who is liable to pay for any repair, the dispute will be determined by a technical advisor appointed by the manufacturer of the Vehicle, who will act as an expert and not an arbitrator and his decision will be final and binding on the parties.
- 7.6. The CUSTOMER shall:
- 7.6.1. Immediately orally as well as by electronic check or e-mail report to WOLFF LOGISTICS any defective wheel balancing and alignment;
- 7.6.2. Meticulously top up oil, battery water, brake and clutch fluids and water and check tyre balance and tyre pressures and will immediately carry out any emergency servicing or repairs before continuing the use of the Vehicle. To the extent that WOLFF LOGISTICS may be liable for such emergency servicing or repairs it will refund the CUSTOMER; provided the amount expended by the CUSTOMER is approved by and provided further that proper invoices are furnished to WOLFF LOGISTICS;
- 7.6.3. Immediately report to Wolff Logistics any equipment fitted to the Vehicle such as, but not limited to, cranes, tail lifts, fridge units, tow bars, bull bars, under run bumpers, load body doors and fairings becomes defective and will immediately cease using the Vehicle until any defect has been rectified;
- 7.6.4. Immediately orally as well as by e-mail report any fault which develops in the Vehicle or any defect, break down, accident and theft;
- 7.6.5. Ensure that the Vehicle is at all times safe to use and in a roadworthy condition and also that it is secured against theft and properly locked and stored when not in use.
- 7.6.6. If requested by WOLFF LOGISTICS forthwith disclose the precise present whereabouts of the Vehicle and permit WOLFF LOGISTICS' representative to inspect and examine the Vehicle.
- 7.7. Save as is expressly recorded in this document, WOLFF LOGISTICS gives no warranty, whether express or implied, concerning the model, number of kilometres that the Vehicle has been in use, the age, quality, condition, suitability or performance of the Vehicle and its accessories or equipment and the CUSTOMER assumes full responsibility in respect of all these matters and acknowledges that it has acquainted itself with regard to all aspects of the Vehicle which it deems relevant to the use of the Vehicle.
- 7.8. Should the Vehicle be damaged in any manner (whether due to a collision or not and whether or not it is a total write-off) or should it be damaged or destroyed by fire, theft, hijacking or any other disaster during the rental period irrespective of the cause thereof, the CUSTOMER will be obliged to pay Wolff Logistics the full reparation cost of the Vehicle or, if the Vehicle is destroyed, then its full replacement value and will also be liable to pay rental to WOLFF LOGISTICS for the period during which the Vehicle is unable to be used, which period will terminate upon full payment of the aforesaid amounts to WOLFF LOGISTICS.
- 7.9. Should WOLFF LOGISTICS claim any amount from the CUSTOMER which is based on the CUSTOMER's negligence or an unlawful act or omission on the part of the CUSTOMER, then the CUSTOMER will bear the onus of proof that it was not negligent or did not commit an unlawful act or omission.
- 8. FINANCIAL**
- 8.1. The CUSTOMER is liable to WOLFF LOGISTICS for payment of agreed Rates, failing which usual rental charges from time to time, for the use and Rental of the Vehicle at the usual or prevailing rate charged by WOLFF LOGISTICS from time to time and all fuel for the rental period, excess kilometer charges, collection and delivery charges, traffic fines, e-tolls, levies and taxes, indemnity and waiver premiums, the reasonable cost of repair or replacement for any damages to, or loss of the Vehicle, including towing and storage charges, reasonable cleaning and valet costs and reasonable administrative charges incurred for the raising of such further charges, including attorney-own client legal costs and interest.
- 8.2. All amounts due by the CUSTOMER are due and payable without deduction or set-off.
- 8.3. All amounts are payable within agreed payment terms, failing which on presentation of an invoice therefore and interest is payable on all arrears at the maximum permissible rate of interest from time to time, being the incidental credit rate of 2% per month, which begins to accrue 20 business days after payment of the capital amount becomes due. CUSTOMERS are therefore required to raise any and all queries prior to expiry of the said 20 business days, failing which no queries whatsoever will be entertained, and interest will be charged without exception on the full capital amount due.
- 8.4. Unless an extended rental period is arranged in advance in writing and under the signature of the parties, the CUSTOMER will be charged for any period extending beyond the rental period per day or part thereof the rate agreed upon in respect of the initial period.
- 8.5. Where the rental rate is based on the kilometers travelled while the Vehicle is in use the distances will include delivery from and return to WOLFF LOGISTICS' depot.
- 8.6. The Vehicle's odometer reading will be recorded at the commencement of the rental period and again upon the termination of the rental period by the CUSTOMER.
- 8.7. In any event, if the Vehicle is in use then the CUSTOMER will between the 23rd and 28th day of each calendar month advise Wolff Logistics of the Vehicle's odometer reading and should the CUSTOMER fail to do so an appropriate number of kilometers will be utilized to base the rental on.
- 8.8. Should the odometer malfunction and not immediately be reported to WOLFF LOGISTICS, an appropriate number of kilometers will be used to base the rental on, which estimation will be at the sole discretion of WOLFF LOGISTICS.
- 8.9. Should it become evident that the CUSTOMER has tampered with the odometer the CUSTOMER will in addition to the rental be liable to pay an amount of R500,00 (five hundred Rand) plus the actual cost of repair and re-setting the odometer. Tampering with an odometer will be treated as fraud.
- 8.10. If for any reason whatsoever it is not feasible to determine the number of kilometres travelled for purposes of determining the rental from the odometer the kilometres will be determined in such other reasonable way as WOLFF LOGISTICS may determine and the CUSTOMER will be obliged to furnish all relevant information to WOLFF LOGISTICS to enable the latter to calculate as accurately as possible the number of kilometres travelled by the Vehicle.
- 8.11. The allotted monthly free km's as per contract cannot be carried over to the following months and will be invoiced monthly.
- 8.12. The CUSTOMER will immediately pay any amounts levied in respect of traffic fines, toll gate costs, overweight levies and the like which may be levied as the result of the use of the Vehicle by the CUSTOMER. Should any competent authority make enquiries in this regard, WOLFF LOGISTICS will be entitled to advise the authorities of the identity and address of the CUSTOMER and/or the CUSTOMER's employees and WOLFF LOGISTICS will be entitled without prior reference to the CUSTOMER to pay any admission of guilt fine and to recover the amount thereof from the CUSTOMER together with an administration fee of R150,00 (one hundred and fifty Rand) per incident from the CUSTOMER.
- 8.13. The rental due in terms of this agreement shall, if required by WOLFF LOGISTICS, be covered by stop orders, debit orders or electronic bank transfers or such other means of payment, as may be required by WOLFF LOGISTICS. WOLFF LOGISTICS will not be obliged to accept payment in any other form.
- 8.14. WOLFF LOGISTICS is entitled to appropriate amounts received from or on behalf of the CUSTOMER to any debt due by the CUSTOMER. The CUSTOMER hereby waives the right to nominate which debt must be redeemed by any particular payment.
- 8.15. A certificate under the signature of any director, manager or accountant of WOLFF LOGISTICS as to any amount owed by the CUSTOMER in terms of this agreement will be prima facie evidence of the correctness thereof.
- 8.16. If during a rental period the Vehicle has to undergo repairs or servicing as the result of any fault of the CUSTOMER, the CUSTOMER will not be entitled to claim any reduction of the rental in respect of the period for which it is unable to use the Vehicle.
- 8.17. WOLFF LOGISTICS may set-off and deduct any amount due and owing by it to CUSTOMER for settlement of damages and/or any other liability as detailed herein, at its sole discretion.
- 8.18. The CUSTOMER instructs WOLFF LOGISTICS to sell any Goods in order to settle any liabilities as contained herein. WOLFF LOGISTICS has a lien over all Goods and in the event of non-payment of any amount due by the CUSTOMER, WOLFF LOGISTICS may sell such Goods in order to settle any amounts due.
- 9. QUOTATIONS**
- 9.1. The CUSTOMER may request Rental services from WOLFF LOGISTICS. WOLFF LOGISTICS will in return provide the CUSTOMER with a quotation.
- 9.2. Any quotation given is not an offer by WOLFF LOGISTICS to provide services but constitutes an invitation by WOLFF LOGISTICS to the CUSTOMER to conduct business with WOLFF LOGISTICS.
- 9.3. A quotation may be revoked by WOLFF LOGISTICS at any time.
- 9.4. The CUSTOMER may accept or reject the quotation.
- 9.5. Once a quotation has been accepted by the CUSTOMER, it will form part of this Agreement.
- 9.6. The quotations are based on rates of exchange, freight charges, insurance, labour, materials and other charges and are subject to change if any charges increase (before or after acceptance of the quotation). The quotation amount will increase at the same rate as the relevant increase.
- 10. THE DRIVER AND THE VEHICLE**
- 10.1. The Customer will ensure that appropriately licensed persons (with more than 5 years driving experience driving similar Vehicle for commercial use) with a Public Driver's Permit and who are over the age of 25 (twenty five) years drive the Vehicle and that the driver of a Vehicle will qualify for approval in terms of all applicable provisions of WOLFF LOGISTICS' insurance policy relating to the Vehicle.
- 10.2. The Vehicle will under no circumstances be operated by a driver who is under the influence of alcohol or any other nervous system stimulant or depressant.
- 10.3. The CUSTOMER will ensure that the driver will at all times exercise a duty of care in respect of the Vehicle and towards WOLFF LOGISTICS.

- 10.4. The Vehicle will only be operated on suitable roads and under suitable conditions, bearing the type of Vehicle in mind.
- 10.5. The CUSTOMER will within 24 (twenty four) hours of a request to this effect by WOLFF LOGISTICS disclose the name and produce for inspection the licence of any person who drives or operates the Vehicle and also so that the licence may be verified by WOLFF LOGISTICS or its insurers. If this is not done it will be deemed that the particular driver is unlicensed.
- 10.6. Neither the CUSTOMER nor the driver of the Vehicle will sub-let or otherwise part with possession of the Vehicle or encumber the Vehicle or its tools or equipment nor sublet or pledge the Vehicle or otherwise part with possession thereof or allow any lien or hypothec to be established in respect of the Vehicle. This provision should particularly be borne in mind when the Vehicle is given to a third party for repairs. If any hypothec or lien is established in respect of the Vehicle, WOLFF LOGISTICS may without prior notice to the CUSTOMER pay any amount required to obtain possession of the Vehicle and may then recover the amount from the CUSTOMER.
- 10.7. If the Vehicle is involved in an accident or collision or is lost or the Vehicle or any part thereof is stolen or involved in any other incident which could adversely affect the rights of WOLFF LOGISTICS, the driver will take all steps to safeguard the interests of WOLFF LOGISTICS including, but not limited to, the following:
- 10.7.1. obtain the name and addresses of everyone involved and/or of possible witnesses;
- 10.7.2. under no circumstances admit any responsibility or liability or release any party from liability or potential liability nor settle any claim or potential claim against or by any party, nor accept any disclaimer of liability;
- 10.7.3. notify the police as soon as possible (in any event, within twenty four hours of the incident) and will immediately notify WOLFF LOGISTICS of the incident;
- 10.7.4. immediately submit a copy of his driver's licence to WOLFF LOGISTICS as well as inform WOLFF LOGISTICS of the police case number and furnish a detailed written report of the incident to WOLFF LOGISTICS. This will all be done irrespective of whether any damage is done to the rental Vehicle.
- 10.7.5. make adequate provision for the safety and security of the Vehicle;
- 10.8. The CUSTOMER will furnish WOLFF LOGISTICS with any notice of claim, letter of demand, summons or the like which the CUSTOMER or the driver may receive relating to the Vehicle and will do so within twenty four hours of receiving it.
- 10.9. Should WOLFF LOGISTICS provide the CUSTOMER with a driver or equipment operator for the Vehicle or a crane or other equipment accompanying the Vehicle, such driver or equipment operator will be deemed to be in the employ of the CUSTOMER for the period of this agreement (including any extension thereof) and the CUSTOMER hereby indemnifies and holds WOLFF LOGISTICS harmless against any claim that may be brought against it by the driver or any third party as the result of any action or omission by the said driver or operator resulting upon the driver or operator's wilful or negligent act or omission. Furthermore, in such event, WOLFF LOGISTICS does not hold out that the said labourers or assistants have special skills or abilities to perform any of the aforesaid functions or services all of which functions or services will be performed under the supervision of the CUSTOMER and WOLFF LOGISTICS will not be liable for any loss or damage which may be suffered by the CUSTOMER arising out of any act or omission of any such assistant or labourer.
- 10.10. This Agreement does not create any agency between WOLFF LOGISTICS and the CUSTOMER or any employee or agent or servant of the CUSTOMER and neither the CUSTOMER nor any servant or employee (including the driver of the Vehicle or operator of a crane or other equipment) is entitled to hold out to anyone that they are the agent of WOLFF LOGISTICS.
- 10.11. WOLFF LOGISTICS reserves the right to test the driver's ability and reserves the right to refuse that a specified driver may drive the Vehicle at its sole discretion.
- 10.12. WOLFF LOGISTICS is authorised to monitor drivers and Vehicles via satellite tracking.

11. USE OF THE VEHICLE

The CUSTOMER will ensure that:

- 11.1. The Vehicle will only be used for the purpose for which it is designed and intended and in accordance with its use specifications.
- 11.2. The Vehicle will not be used to race any other Vehicle or for teaching purposes or testing purposes nor will it be overloaded or tow any trailer or be used for any illegal activities.
- 11.3. The Vehicle will not be used or taken beyond the borders of the Republic of South Africa unless this agreement specifically and in writing and under the signature of the parties provides for this to be done.
- 11.4. The Vehicle will not be used or driven for the conveyance of persons or property in contravention of any law nor will it partake in any speed test or contest.
- 11.5. All necessary steps are taken to ensure that the Goods and Vehicle's load are correctly distributed in the Vehicle in terms of best practices and as instructed by WOLFF LOGISTICS, from time to time.

12. RISK, DELIVERY & OWNERSHIP

- 12.1. The Vehicle will at all times remain the property of WOLFF LOGISTICS and the CUSTOMER will never acquire any rights of ownership in terms hereof. The CUSTOMER is obliged to make the Vehicle available for inspection and if called upon to do so deliver the Vehicle to WOLFF LOGISTICS for such purpose at its expense at any time during the Rental Period.
- 12.2. Notwithstanding any other clause to the contrary in this Agreement, the CUSTOMER bears the sole risk relating to the use of the Vehicle, whether lawful or unlawful and bears the sole risk of loss or damage to any Vehicle rented from WOLFF LOGISTICS for the rental period and/or whilst in its possession, fair wear and tear accepted and bears the sole risk of loss and/or damage to the Vehicle, persons and property conveyed therewith.
- 12.3. The CUSTOMER is liable for the reasonable cost of repair to the Vehicle for any damage not reported upon delivery, fair wear and tear accepted and is liable for the costs of servicing, maintenance, replacement and/or repair occasioned as a result of reckless or abusive driving as determined by WOLFF LOGISTICS in its sole discretion.
- 12.4. The CUSTOMER acknowledges that the Vehicle may be fitted with a tracking device which information may be used by WOLFF LOGISTICS in accurately recording the use of the Vehicle, for all purposes.
- 12.5. The CUSTOMER is liable to regularly clean the Vehicle, ensure the Vehicle is presented for servicing within the parameters of prescribed intervals, care for the Vehicle and maintain all specified levels of lubricant, coolant and air/gas, repair punctures and operate the Vehicle in accordance with all applicable laws and the manufacturers' specifications.
- 12.6. In the event that the Customer fails to take the appropriate measures following any warning lights or other clear evidence of imminent loss, damage or malfunction and continues to drive the Vehicle and which results in any loss or damage, then the customer will be liable for the entire resultant loss and/or

damage and any indemnity extended by WOLFF LOGISTICS to the customer will be of no force or effect.

13. WARRANTIES & INDEMNITY

- 13.1. WOLFF LOGISTICS does not warrant that the Vehicle is suitable for the CUSTOMER'S intended use. CUSTOMER warrants that it is satisfied as to the suitability thereof for its intended purpose and bears the sole risk in respect of the use thereof.
- 13.2. WOLFF LOGISTICS will not be liable for any loss or damage to the Vehicle and/or property conveyed therewith, nor will WOLFF LOGISTICS be liable for any death or injury to persons conveyed therein and arising out of the use or misuse of the Vehicle or arising from any patent or latent defect, breakdown or mechanical failure of the Vehicle and the CUSTOMER indemnifies WOLFF LOGISTICS in respect of any claims arising therefrom.
- 13.3. WOLFF LOGISTICS does not warrant the availability of any Vehicle and will not be liable to the CUSTOMER for the late or non-delivery of any Vehicle.
- 13.4. WOLFF LOGISTICS does not warrant that the Goods will be delivered on time and/or at the location it was intended.

14. GENERAL CONDITIONS

- 14.1. Vehicle services must be done by the CUSTOMER as advised by WOLFF LOGISTICS from time to time. The CUSTOMER will be liable to pay any and all expenses.
- 14.2. As per the manufacturer's specifications, the CUSTOMER will ensure that the Vehicle's tyres and clutch must last more than 100 000 km.
- 14.3. It is the CUSTOMER's responsibility to check the tyre pressure daily and inflate or deflate to correct pressure as per sticker on Vehicle.
- 14.4. It is the CUSTOMER's responsibility to check the oil and water levels daily before starting the Vehicle.
- 14.5. The CUSTOMER is liable for costs to repair Vehicle arising from damages due to incorrect driving practice e.g. clutch, wheel alignment, tyres, overheating, overload, hitting curbs, potholes and body and cab damage not claimable under insurance.
- 14.6. The CUSTOMER is liable to pay for repair or replacement of windscreens damaged unless indicated otherwise by WOLFF LOGISTICS.
- 14.7. If the repair cost is less than the excess, and there is no third party involved, WOLFF LOGISTICS will repair the Vehicle and the CUSTOMER will be responsible for the costs.
- 14.8. When the Vehicle is in for its service, WOLFF LOGISTICS is not obligated nor liable to provide a replacement Vehicle. Having said that, we are always willing to help if we have a replacement Vehicle available.
- 14.9. The Customer will ensure that no dangerous Goods are loaded, transported or off-loaded. Dangerous Goods includes those goods classified as such by Spoornet, the Marine Division of the Department of Transport, or goods which are considered by WOLFF LOGISTICS to be dangerous.
- 14.10. The Customer shall be responsible for loading and off-loading the Goods from the Vehicle and will also be responsible for the supervision and movements of the loading and delivery of the Goods on to and off of the Vehicle(s) on the locations as indicated on the accepted quotation or schedule. The Customer will ensure that it complies with all safety regulation, legislation and guidelines as provided by WOLFF LOGISTICS.
- 14.11. All repair charges will be charged by and is payable to WOLFF LOGISTICS, Wolff Commercial Vehicles (Pty) Ltd or a third party nominated by WOLFF LOGISTICS.
- 14.12. The Vehicle must be made available when needed for service and repairs for at least 2 business days and a replacement vehicle will not be given, unless agreed upon and subject to availability.
- 14.13. In the event of a tyre problem relating to the Vehicle, the driver of the Vehicle will be required to change the problem tyre with the spare tyre in terms of the normal procedure and best practices. The CUSTOMER acknowledges that the said driver is trained and knows how to complete the above process.

15. BREACH

- 15.1. If the CUSTOMER fails to pay any amount due in terms hereof or otherwise breaches any term of this agreement, WOLFF LOGISTICS will be entitled to immediately cancel this Agreement, in which event all arrears will immediately and without further notice become due and payable and the CUSTOMER will be obliged forthwith to return all Vehicles in its possession to WOLFF LOGISTICS at such place as WOLFF LOGISTICS may prescribe. Despite cancellation of the Agreement, the CUSTOMER remains liable to WOLFF LOGISTICS to return the Vehicle and/or for payment of all amounts due in terms hereof, including any damages suffered by WOLFF LOGISTICS, and all attorney-own client legal costs incurred by WOLFF LOGISTICS.
- 15.2. Should it be necessary to trace the CUSTOMER or the Vehicle, the CUSTOMER will be liable for all costs in connection therewith and also the costs of tracing and the costs of repossession of the Vehicle and transporting the Vehicle to WOLFF LOGISTICS' premises, at a reasonable cost.

16. GENERAL

- 16.1. The parties hereto choose as their respective *domicilium citandi et executandi* the physical and electronic addresses as detailed herein. All notices will be in writing and transmitted only by physical delivery or electronically and will be deemed to have been received on the first business day following the date of delivery or transmission thereof, as the case may be.
- 16.2. No addition, alteration or cancellation of this agreement will be of any force or effect unless reduced to writing and signed by authorized persons for the parties hereto.
- 16.3. This Agreement is the only agreement between the parties concerning the rental of Vehicles by the CUSTOMER from WOLFF LOGISTICS. No other undertakings, representations or warranties will be of any force or effect whatsoever, unless agreed upon in writing.
- 16.4. WOLFF LOGISTICS reserves the right to halt any and all services, including Rentals, with immediate effect and without notice, should it become aware that the Vehicle and/or Goods are not properly insured and/or payment is not made as agreed between the parties.
- 16.5. In the event that any terms hereof are found to be unenforceable for any reason, same will be capable of severability, the remaining terms to remain unaffected thereby and of full force and effect.
- 16.6. The CUSTOMER may not, cede, assign or delegate any of its rights or obligations in terms hereof. WOLFF LOGISTICS may unilaterally cede and assign any of its rights and/or delegate any of its obligations under this Agreement.
- 16.7. Any provision as stated in the quotation as provided by WOLFF LOGISTICS will form part of this agreement and will be enforceable by the parties.