

## Terms and Conditions

### 1. INTERPRETATION

In these Terms and Conditions

1.1. "Ship4Me" means Ship4Me (PTY) Ltd (registration no. K2025396051)

1.2 "Customer" means the Shipper/ Customer /Prospective Customer / Owner / Consignee / Sender or their agent for the shipment goods or any person with whom contracts for the purpose of providing any advice, information or service;

1.3 "Goods" means any goods handled, transported or dealt with by Ship4Me or on its behalf on the instructions of the Customer, and includes any container or other equipment used in connection with such goods;

1.4 "the Owner" means the owner of the Goods to which any business concluded under these Terms and Conditions relates and any other person having any interest therein.

1.5 "the Terms and Conditions" means the terms and conditions set out on this Ship4Me's Terms and Conditions page.

1.6 "Sub-contractor" shall mean any entity employed by Ship4Me to render courier services alternatively aspects of courier service on behalf of Ship4Me whether such service relates to road or air transportation and shall include any employment for a portion of any aspect of journey as well as any aspect related to the rendering of courier services generally.

1.7 "Third-Party" shall mean any person or entity not a party to this agreement.

1.8 "International Express (Priority Parcel Express & Economy Parcel Express)" shall mean all goods that are conveyed Internationally, please kindly note that customs vat, duty, accessorial customs charges, clearance fees, storage, penalties and other statutory charges may be levied on all export shipments for which the consignee is solely liable and which is not included in the shipping charge estimate. Please kindly ensure that the value and item description of goods being exported are declared accurately to ensure these charges are reflected accordingly. Should the consignee reject these charges, the shipper/exporter/customer will be liable. Refer to clause 8 of these Terms & Conditions

### 2. SERVICES AND DELIVERY TIMES

2.1 All assertions concerning delivery times relate to working days (i.e Mondays to Friday) only. Next day: An Overnight delivery to all Main Centre's (and outlying areas to be delivered within 72 hours, depending on destination) before 12h00 the next day. Road Economy: A cost-effective, delivery service to all Main Centre's and Regional areas within 2-5 days.

2.2 The Customer shall be deemed to have indemnified Ship4Me against any losses; damages, expenses and any fines arising from any inaccuracy or omission due to any negligence on the part of the customer.

### 3. GENERAL Ship4Me WEBSITE DISCLAIMERS

3.1. PACKAGING DISCLAIMER - Domestic & International

The Customer of the goods warrants that all goods have been properly and sufficiently packed and / or prepared. The Shipper indemnifies Ship4Me against all damage to the Shipper's goods arising from the improper packaging of its goods. All "Express" shipments are required to be open upon collection, or if not, please note that they will be opened for customs review/invoice cross referencing to determine possible customs charges/duties. If it is determined that the "Express" shipment is a prohibited item, the client will be informed and will be responsible for the return of the goods to the client. The Courier may reject collection, without refund, if items are not properly packaged.

3.1.1 One shipment equals one box or flyer, unless specified on the website that the shipment consist of more than one box or flyer. If the shipment consists of more than one box or flyer, another set of dimensions and weight must be filled in per piece and the client will be billed per piece; the maximum weight per piece will then be 30 kilograms. The limit of pieces per shipment is three. The total charge will consist of the charge per piece counted together.

3.1.2 Another set of dimensions and weight will only pop up if the shipment's (consisting of a maximum of three pieces) collection address is the same for the whole shipment as well as the delivery address. If the client has more than one piece going to a different address, the client should start the website process again and fill the relevant fields.

### 3.2 INSURANCE DISCLAIMER

3.2.1 The insurance procured by Ship4Me on behalf of the Client is optional. Ship4Me do not offer automatic insurance cover. If no insurance is requested, (selected on the website) by the client, Ship4Me is not liable or responsible for any losses.

3.2.2 If insurance is requested by the Client (selected on the website);

3.2.2.1 If insurance is requested by the Client (selected on the website), Ship4Me shall not be held liable for any loss, damage, or delay related to the shipment. However, Ship4Me is committed to making every reasonable effort to support the Client in resolving their claim with the relevant courier. Any claim procedure and applicable time-bar will be determined by the terms and conditions of the courier selected by the Client.

3.2.3.1 Ship4Me's courier partners shall not refund the Customer, in any event of loss/damages to goods, if-

- 3.2.3.1.1 such goods are insufficiently packaged
- 3.2.3.1.2 such goods are not provided with a proof of commercial invoice
- 3.2.3.1.3 such goods are second hand items
- 3.2.3.1.4 such goods are prohibited items as mention in clause 3.4 Prohibited Goods Disclaimer

3.2.3.2 If a client were to request a refund after an attempted collection or delivery by the courier, Ship4Me and/or the courier partner reserves the right to refuse refund in its entirety or partially refund the freight charges up to 50%.

3.2.3.3 Ship4Me will issue a refund to the client in the event that a system error or technical glitch affects the transfer of shipment information to the designated courier, or has an impact on the client's wallet.

### 3.2.4 Theft

In the event of theft, if insurance is requested by the Customer (selected on the website), Ship4Me's courier partner will reimburse the full commercial value/invoice of purchase to the Customer.

In the event of theft, if the Customer did not request insurance (did not select on the website), Ship4Me and/or courier partner will not refund the Customer. However, in the event of gross negligence by Ship4Me and/or courier partner, the Customer will be reimbursed with a commercial settlement. The commercial settlement will be determined after a proper investigation and commercial/invoice purchase valuation of goods.

### 3.3 WEIGHT DISCREPANCY DISCLAIMER

We are relying on all customers being of good standing & are indeed acting with Honesty & Integrity when declaring the consignment weight in order for the service quote to generate, if discrepancies in weight is discovered after the fact any additional cost will be added to the client charge, which is due before or at the conclusion of the conveyance/service or release of the consignment.

Actual weights of the individual shipment(s) will be based on the relevant Ship4Me calculation for dimensional weight(s) where applicable. If there is and/or may be a discrepancy between the weight and/or dimensional weight that the customer or his/her representative at the time of placing the shipment(s) entered, Ship4Me dimensional and/or actual weight calculation will always apply. If the Ship4Me weight discrepancy calculation differs by more than R50 with the indicated weight/dimensional weight of customer, an additional charge would apply. In such cases/event(s), the customer acknowledges and accepts that they are liable for the outstanding payment difference. The customer will be charged the difference between the actual amount based on calculated weight and the online pre-paid check-out amount. Until full amount has been paid, the shipment(s) will remain in the couriers possession.

In the event that a customer misdeclared a shipment item in terms of weights and dimension where the items will require a special vehicle to do the collection or delivery – Ship4Me reserves the right to refuse collection or delivery without refund.

### 3.4 PROHIBITED GOODS DISCLAIMER

3.4.1 Ship4Me will not accept or deal with precious stones, jewellery, valuables, antiques, pictures, human remains, livestock or plants, framed pictures & framed commodities, cellphones, cellphone commodities, laptops, hair synthetic or otherwise, gaming consoles any liquids (only 750ml still wine accepted), food / frozen food, explosives, flammable solids (matches, certain batteries), radioactive materials, illegal substances, flammable gas (gas cylinders, lighter fuel, aerosols), oxidising substances (chlorine, peroxide), corrosives (instruments containing mercury, acids), flammable liquids (paint, petrol, thinners) or poisons (pesticides).

3.4.1.1 Ship4Me reserves the right not to accept the following items (refer to disclaimer 3.1): televisions, furniture, kitchen appliances, boats, canopies, animals, cash, medication (incl. prescription), laptops, gaming consoles, watches, paint, perfumes, vehicle/bicycle tyres, educational degrees, governmental documents, solar panels, machinery, glass items, illegal substances, flowers or monitors.

3.4.1.2 For security reasons we do not recommend sending gold or silver bullion, coins,

cyanides, precipitates or any form of gold or silver ore, platinum and other metals, precious and semi-precious stones including commercial carbons or industrial diamonds, currency (paper or coin) of any nationality, securities, stocks, bonds, un-cancelled postage or revenue stamps, blank or endorsed bank cashier's cheques, money orders or travellers cheques, batteries or arms and ammunition.

3.4.2 The Customer shall obtain in advance Ship4Me' specific written consent to accept into its possession or control any Goods which may be or become dangerous, inflammable or noxious, or which by their nature may injure, damage, taint or contaminate, or in any way whatsoever adversely affect any person, goods or property. The Customer warrants that such Goods, or the case, crate, box, drum canister, tank, flat, pallet, package or other holder or covering of such Goods will comply with any applicable laws, regulations or requirements of any authority or carrier and that the nature and characteristics of such Goods and all other data required by such laws, regulations or requirements will be prominently and clearly marked on the outside cover of such Goods.

3.4.3 If any such Goods are delivered to Ship4Me, whether or not in breach of the provisions of clause 3.4.1, Ship4Me may destroy or otherwise deal with such Goods as it in its discretion deems fit at the risk and expense of the Customer. The Customer indemnifies Ship4Me against all loss, liability or damage caused to Ship4Me as a result of the tender of such Goods to Ship4Me.

3.4.4 Without limiting or affecting any other provision of these Terms and Conditions, Goods (whether perishable or otherwise) in the care, custody or control of Ship4Me may, at the Customer's expense, be sold or disposed of by Ship4Me after giving notice to the Customer, sender, owner or consignee, if-

3.4.4.1 such Goods have begun to deteriorate or are likely to deteriorate;

3.4.4.2 such Goods are insufficiently addressed or marked;

3.4.4.3 the Customer cannot be identified;

3.4.4.4 the Goods have not been collected or accepted by the Customer or any other person after the expiration of 21 days from Ship4Me notifying the Customer in writing to collect or accept such Goods.

#### **4. CONSEQUENTIAL LOSS/DAMAGES EXCLUDED**

4.1 Ship4Me shall not be liable, in any event, for any consequential loss or special damages or other indirect losses, as a result of any omission by Ship4Me, its servants, sub-contractors, agents or independent third parties, however arising, whether or not Ship4Me had knowledge that such damage might be incurred, including, but not limited to loss of income, profits, interest, utility or loss of market.

4.2 If a Ship4Me customer buys from an online supplier whom chooses to use Ship4Me as the courier (irrespective of who books the collection, whether it is the online shopper or the supplier), insurance must be indicated on the Ship4Me website (on the website the insurance box must be ticked and the commercial value stipulated which would in turn be covered by an insurance levy). This must be done to ensure that the goods are covered, as the suppliers usually does not cover the GIT. If the company/customer chooses to use us –it is at their own

risk and we do not take responsibility for incorrect packaging from the supplier's side. Ship4Me reserved the right to refuse refund, replacement or pay-out, if the above is not in order.

4.2.1 In the event of a second-hand item being shipped from an online store / brick and mortar store, Ship4Me reserves the right to refuse refund / replacement as per clause 3.2.3.1.3 if the shipments are damaged when reaching the end-customer. No consequential loss/claim/settlement advise may be brought against Ship4Me for damage to 2nd hand items.

## **5. COLLECTION, DELIVERY AND WAREHOUSING**

5.1 All collection instructions of the Customer or agreed variations to those instructions, however given, shall be binding and subject to these Terms and Conditions.

5.2 Any waybill, air waybill, (copy or original) signed by the Customer or a third party engaged to transport the Goods and held by Ship4Me shall be prima facie proof that delivery was made to the Customer.

5.3 If delivery of any Goods is not accepted by the Customer, consignee or party nominated by the Customer at the appropriate time and place then Ship4Me shall be entitled to store the Goods at no risk to Ship4Me and at the expense of the Customer and the provisions of clause 20.1 shall apply mutatis mutandis.

5.4 Pending forwarding and/or delivery by or on behalf of Ship4Me, or if so required by the Customer, any Goods may be warehoused or otherwise held at any place as determined by Ship4Me in its absolute discretion, at the Customer's risk and expense.

5.5 Ship4Me reserves the right to refuse the goods upon collection, without refund, if the Courier Driver suspects prohibited goods. If the Customer fails to be available during the collection time window, the Courier Driver reserves the right to refuse collection without refund. In such an event, the customer is responsible to rebook the collection on their own expenses.

5.6 Ship4Me reserves the right to refuse collections or deliveries to or from government departments, casinos, schools, mines, airports, embassies, universities, retail stores or online shopping pick-up/drop-off points, without refund. Ship4Me also reserves the right to refuse collections from chain stores and distribution centres unless the collection is from the reception or front of store, without refund.

5.7 "The sender" is the party whom we collect from. It may be that this is the party who is billed for the service. When the sender did not produce the digital waybill upon collection of the parcel, the courier is obligated to reject the parcel collection. If the waybill is still not produced after the second collection attempt, the Courier reserves the right to refuse collection without refund.

## **6. SPECIAL GOODS AND GOOD'S REQUIRING Ship4Me CONSENT**

6.1 Except under special arrangements previously made in writing, Ship4Me will not accept or deal with bullion, coin, precious stones, jewellery, valuables, antiques, pictures, human remains, livestock or plants, Cell phones & Cell phone commodities.

6.2 The Customer shall obtain in advance Ship4Me specific written consent to accept into its possession or control any Goods which may be or become dangerous, inflammable or noxious, or which by their nature may injure, damage, taint or contaminate, or in any way whatsoever

adversely affect any person, goods or property. The Customer warrants that such Goods, or the case, crate, box, drum canister, tank, flat, pallet, package or other holder or covering of such Goods will comply with any applicable laws, regulations or requirements of any authority or carrier and that the nature and characteristics of such Goods and all other data required by such laws, regulations or requirements will be prominently and clearly marked on the outside cover of such Goods.

6.3 If any such Goods are delivered to Ship4Me, whether or not in breach of the provisions of clause 3.1, the courier may destroy or otherwise deal with such Goods as it in its discretion deems fit at the risk and expense of the Customer. The Customer indemnifies Ship4Me against all loss, liability or damage caused to Ship4Me as a result of the tender of such Goods to Ship4Me.

6.4 Without limiting or affecting any other provision of these Terms and Conditions, Goods (whether perishable or otherwise) in the care, custody or control of Ship4Me may, at the Customer's expense, be sold or disposed of by Ship4Me after giving notice to the Customer, sender, owner or consignee, if-

- 6.4.1 such Goods have begun to deteriorate or are likely to deteriorate;
- 6.4.2 such Goods are insufficiently addressed or marked;
- 6.4.3 the Customer cannot be identified;
- 6.4.4 the Goods have not been collected or accepted by the Customer or any other person after the expiration of 21 days from Ship4Me notifying the Customer in writing to collect or accept such Goods.

## **7. EXAMINATION OF LANDED GOODS**

7.1 Where it is necessary for an examination to be held or other action to be taken by Ship4Me in respect of any discrepancy in the Goods which are landed or discharged from any vehicle, vessel or aircraft, no responsibility shall attach to Ship4Me for any failure to hold such examination or to take any other action unless Ship4Me has been timeously advised by the landing or discharging agent that such Goods have been landed and that such a discrepancy exists.

7.2 Ship4Me will not be responsible for examining or counting any Goods received by it where such Goods are bundled, palletised or packed in any manner such that their number cannot be quickly and easily counted. Should Ship4Me undertake to count Goods so received, it shall incur no liability in respect of any error or inaccuracy in such counting, whether such error or inaccuracy is the result of negligence on the part of Ship4Me or otherwise. Ship4Me shall be entitled to levy a charge on the Customer for the counting of Goods in such circumstances.

## **8. RECOVERY OF DUTY OVERPAID**

8.1 In terms of Express shipments all imposed duties, customs fees, etc. is for the customer's cost. Where as a result of any act or omission by Ship4Me or its agents, and whether or not such act or omission was negligent, customs charges, any duty, tax, levy, railage, wharfage, freight, cartage or any other impost or charge has been paid or levied in an incorrect amount, then any responsibility or liability to the Customer which Ship4Me may otherwise have will cease and fall away if the Customer does not

- 8.1.1 within a reasonable time, having regard to all the circumstances, advise Ship4Me that an incorrect amount has been paid or levied; and
- 8.1.2 do all such acts as are necessary to enable Ship4Me to effect recovery of the amount incorrectly paid.

8.2 Should any act or omission by the Customer prejudice Ship4Me's right of recovery, the Customer shall be deemed not to have complied with the provisions of clauses 8.1.1 and 8.1.2.

## **9. CUSTOMER'S UNDERTAKINGS**

9.1 The Customer undertakes to inform Ship4Me in writing within 7 days of any change of, Member, Shareholder, Owner or Partner or address, or 14 days prior to selling or alienating the Customer's business, and failure to do so will constitute a material breach of the Customer's obligations in terms hereof. Upon receipt of such written notification, Ship4Me reserves the right, at its sole discretion, to withdraw any credit facility advanced to the Customer.

9.2 The Customer warrants that

- 9.2.1 it is either the owner or the authorised agent of the owner of any Goods in respect of which the Customer instructs Ship4Me;
- 9.2.2 the owner, sender or consignee (if not the Customer) is bound by these Terms and Conditions for itself and its agents and for any parties on whose behalf it or its agents may act;
- 9.2.3 all information and instructions supplied or to be supplied by it to Ship4Me is and shall be accurate, true and comprehensive, and indemnifies Ship4Me against all claims, losses penalties, damages, expenses and fines arising as a result of a breach of the afore going;
- 9.2.4 all Goods will be properly, adequately and appropriately prepared and packed, stowed, labelled and marked;

## **10. TIME OF THE ESSENCE**

Time is of the essence for the performance by the Customer of all obligations owed to Ship4Me in terms of any agreement which is governed by these Terms and Conditions.

## **11. Ship4Me's DISCRETION**

11.1 In the absence of specific instructions given timeously in writing by the Customer to Ship4Me, Ship4Me shall have the discretion to decide when and how to discharge its obligations to the Customer.

11.2 In all cases where there is a choice of tariff rates or premiums offered by any carrier, warehouseman, underwriter, or other person then, depending on the declared value of the relevant Goods or the extent of the liability assumed by the carrier, warehouseman, underwriter or other person, it shall be in the discretion of Ship4Me as to what declaration, if any, shall be made, and what liability, if any, shall be imposed on the carrier, warehouseman, underwriter or other person.

## **12. PRINCIPAL AND AGENT**

12.1 Unless otherwise agreed in writing Ship4Me, in procuring the carriage, storage, packing or

handling of Goods shall be entitled to act either as an agent for and on behalf of the Customer or as a principal, as it in its absolute discretion deems fit.

- 12.1.1 Unless otherwise agreed in writing, Ship4Me, when acting as agent for and on behalf of the Customer, shall be entitled to enter into any contract it reasonably deems necessary or requisite for the fulfilment of the Customer's instructions and such contract will be binding on the Customer.

### **13. FIATA COMBINED TRANSPORT BILL OF LADING**

Ship4Me shall be entitled to issue, in respect of the whole or part of any contract for the movement of Goods, a FIATA combined transport bill of lading ("FBL"). In that case, these Terms and Conditions shall continue to apply except insofar as they conflict with the conditions applicable to the FBL and Ship4Me shall be entitled to raise an additional charge to cover its additional obligations arising under the FBL.

### **14. EXCLUSION OF OBLIGATIONS OF COMMON OR PUBLIC CARRIER**

Ship4Me deals with Goods only on the basis that it is neither a common carrier nor a public carrier.

### **15. NO WARRANTIES**

Ship4Me makes no warranties or representations to the Customer, as may be specifically provided herein or as notified in writing by Ship4Me to the Customer from time to time.

### **16. LIMITATION OF LIABILITY**

16.1 Under no circumstances shall Ship4Me or any of its affiliates, subsidiaries, directors, servants, agents or employees be liable for any consequential damages including loss of profits or for any negligence apart from any gross negligence, on the part of Ship4Me.

16.2 Other liability will be limited to the Airway Bill as per the Warsaw Convention (Air transport) or the Bill of Lading (Ocean transport).

### **17. PRICES**

17.1 The Customer agrees to the Standard Rates of Ship4Me for the respective services rendered by Ship4Me, which rates may be obtained on request, and which may after notice has been provided to the customer be subject to increase from time to time in the event of the costs incurred by Ship4Me (including statutory charges) being increased.

17.2 If the Customer disputes the amount of any increase in Ship4Me's charges over the amount quoted by Ship4Me, any independent auditor jointly elected by Ship4Me and the Customer may certify the amount of the increase and such certificate shall be final and binding on the Customer.

17.3 The Customer will be liable under all circumstances for any taxes, imposts, levies, deposits or other charges levied by the authorities, intermediaries or other parties at any port or place for or in connection with the Goods, and for any payments, fines, penalties, expenses, loss or damage or whatsoever incurred or sustained by Ship4Me in fulfilling its instruction.

17.6 The Customer will remain liable for the full and correct amount of any charge or fee

whatsoever notwithstanding incorrect invoicing by Ship4Me

## **18. PAYMENT AND CREDIT**

18.1 The Customer agrees that the amount contained in a Tax Invoice issued by Ship4Me shall be due and payable unconditionally cash on order or, if the Customer is a Credit Approved Customer, within 30 days from the end of the month in which a Tax Invoice has been issued by Ship4Me.

18.2 The Customer has no right to withhold payment (or to set off any amount due by it to Ship4Me against any amount owed to it by Ship4Me) for any reason whatsoever and agrees that it shall not be entitled to any extension of time for payment of any amount unless so agreed by Ship4Me in writing.

18.3 Ship4Me only accepts payment in South African Rands (ZAR).

18.4 The Customer agrees that the amount due and payable to Ship4Me may be determined and proven by a certificate issued and signed by any director or manager of Ship4Me, whose authority need not be proved, or by any independent auditor. Such certificate shall be binding and shall be prima facie proof of the indebtedness of the Customer.

18.5 The Customer expressly agrees that no debt owed to Ship4Me by the Customer shall become prescribed before the passing of a period of 6 years from the date the debt falls due.

18.6 A Credit Approved Customer will forthwith lose such approval when payment is not made within the period referred to in 16.1 and all amounts then outstanding shall immediately become due and payable.

18.7 Ship4Me shall be entitled to withdraw credit facilities at any time within its sole discretion.

18.8 In the event where the Customer nominates a third party as debtor, and the third-party declines to settle Ship4Me's charges, the Customer shall remain liable for these charges.

18.9 The Customer hereby consents to the storage and use by Ship4Me of the personal information that it has provided to Ship4Me for establishing its credit rating and to Ship4Me disclosing such information to credit control companies, banks and other institutions involved in rating credit. The Customer agrees that Ship4Me will not be held liable for the disclosure in good faith of any of this information to such third parties and that no further specific consent needs to be obtained for the transfer of such information to a specific third party.

18.10 "The Customer hereby consents (a) to Ship4Me transmitting data about this application as well as the opening of the relevant account and the termination thereof to any credit bureau; (b) to Ship4Me transmitting to any credit bureau any information pertaining to the Customer's non-compliance or otherwise with these terms and conditions; (c) to any credit bureau providing Ship4Me with a report on the Customer's credit profile and a credit score on its credit worthiness for purposes of credit assessment and any other prescribed purposes"

## **19. DISCOUNTS**

Ship4Me is entitled to the benefit of any discounts obtained and to retain and be paid all brokerages, commissions, allowances and other remuneration of whatsoever nature and kind

and shall not be obliged to disclose or account to the Customer or any other person for any such amounts received or receivable by it.

## **20. Ship4Me's LIEN**

20.1 All Goods and documents relating to Goods, including bills of lading and import permits, as well as all refunds, repayments, claims and other recoveries, shall be subject to a lien and pledge either for monies due in respect of such Goods or for other monies due to Ship4Me from the Customer, sender, owner, consignee, importer or the holder of the bill of lading or their agents, if any, for present and past debts.

20.2 Ship4Me shall be entitled, without first obtaining an order of court, to sell all or any of the Goods by public auction or, on reasonable notice not exceeding 14 days, by private treaty in order to recover monies due to it from the Customer.

## **21. FORCE MAJEURE**

Ship4Me shall not, subject to these Terms and Conditions, be responsible for or liable for any delay or non-performance of its obligations in terms hereof directly caused or resulting from force majeure.

## **22. DISPUTES AND BREACH**

22.1 If a Party ("Defaulting Party") commits any breach of this Agreement and fails to remedy such breach within 10 (ten) business days ("Notice Period") of written notice requiring the breach to be remedied then the party giving the notice ("Aggrieved Party") will be entitled, as its option-

- 22.1.1 to claim immediate specific performance of any of the Defaulting Party's obligations under this Agreement, with or without claiming damages, whether or not such obligations has fallen due for performance and to require the Defaulting Party to provide security to the satisfaction of the Aggrieved Party for the Defaulting Parties obligations; or
- 22.1.2 to cancel this Agreement, with or without claiming damages, in which case written notice of the cancellation shall be given to the Defaulting Party, and the cancellation shall take effect on the giving of the notice. Neither Party shall be entitled to be a material breach if-
  - 22.1.2.1 it is capable of being remedied or is not remedied within the Notice Period;
  - 22.1.2.2 it is incapable of being remedied or is not remedied within the Notice Period, and payment in money will compensate for such breach but such payment is not made within the Notice Period

22.2 The Parties agree that any costs award will be recoverable on an attorney-and-own-client scale unless the Court specifically determines that such scale shall not apply, in which event the costs will be recoverable in accordance with the High Court tariff, determined on an attorney-and-client scale. The Parties agree that any costs award will be recoverable on an attorney-and-own-client scale unless the Court specifically determines that such scale shall not apply, in which event the costs will be recoverable in accordance with the High Court tariff, determined on an attorney-and-client scale.

22.3 The Aggrieved Party's remedies in terms of this clause are without prejudice to any other

remedies to which the Aggrieved Party may be entitled in law

### **23. NOTICES**

23.1 Any document shall be deemed duly presented to and accepted by the Customer-

- 23.1.1 within 3 days of prepaid registered mail to any of the Customer's business or postal addresses or to the personal address of any director, member or owner of the Customer; or
- 23.1.2 on being delivered by hand to the Customer or any director, member or owner of the Customer; or
- 23.1.3 within 24 hours of being emailed to any email address provided by the Customer.

23.2 The Customer chooses the address given by it in Ship4Me's "Customer Application and Suretyship" form completed and signed by it (or such other address as it may advise from time to time in terms of 6.1) as its address for any notification or service of legal documents or processes (domicilium citandi et executandi) for all purposes in terms hereof.

### **24. ASSIGNMENT TO GROUP COMPANIES AND SUBCONTRACTING**

24.1 Ship4Me may, at its election, render any service itself or procure that its holding company, or any other subsidiary of its holding company, renders such service upon and subject to the Terms and Conditions contained herein which shall apply mutatis mutandis to the Customer and such holding company or such subsidiary.

24.2 Any business entrusted by the Customer to Ship4Me may, in the absolute discretion of Ship4Me, be fulfilled by Ship4Me itself, by its own servants performing part or all of the relevant services, or by Ship4Me employing, or entrusting the Goods or services to third parties on such conditions as may be stipulated by, or negotiated with, such third parties or the purposes of such services, or such part thereof as they may be employed to carry out.

24.3 Where Ship4Me employs third parties to perform all or any of the functions which it has agreed to perform, the Customer agrees that Ship4Me shall have no responsibility or liability to the Customer for any act or omission of such third party, even though Ship4Me may be responsible for the payment of such third party's charges.

24.4 Notwithstanding anything to the contrary contained herein, the Customer agrees that all Goods shall be dealt with by Ship4Me on the terms and conditions, whether or not inconsistent with these Terms and Conditions, stipulated by the carriers, warehousemen, government departments, and all other parties (whether acting as agents or subcontractors to Ship4Me or not) into whose possession or custody the Goods may pass, or subject to whose authority they may at any time be.

### **25. BINDING AGREEMENT**

25.1 These Terms and Conditions will only be deemed to constitute an agreement between Ship4Me and the Customer when accepted and signed by both parties.

25.2 Any order by the Customer only becomes final and binding on receipt and acceptance of such order by Ship4Me.

## **26. SURETYSHIP**

The Customer's signatory hereby binds himself/herself in his/her personal capacity in favour of Ship4Me as surety for, and co-principal debtor with, the Customer for the due performance by the Customer of all of its obligations to Ship4Me in terms hereof. Such signatory hereby further waives the benefit of the legal exceptions of excursion, division, cession of actions and non causa debiti and declares that he/she knows and understands the meaning and effect of such renunciation.

## **27. GENERAL**

27.1 If any provision of these Terms and Conditions is unenforceable, then Ship4Me shall be entitled to elect (which election may be made at any time) that such provision shall be severed from the remaining provisions of these Terms and Conditions which shall not be affected and shall remain of full force and effect.

27.2 No variation of these Terms and Conditions shall be binding on Ship4Me unless embodied in a written document signed by a duly authorised director of Ship4Me.

27.3 No extension of time or waiver or relaxation of any of the Terms and Conditions shall operate as an estoppel against any party, nor shall it operate so as to preclude such party thereafter from exercising its rights strictly in accordance with these Terms and Conditions.

27.4 This Agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa.

## **28. COPYRIGHT**

The contents of the Ship4Me Website, including any software, icons, text, links, graphics, images, sound clips, trade names, logos, trademarks and service marks are protected by law, including but not limited to copyright, patent and trade mark law, and remain the property of Ship4Me. Any unauthorised use of the contents, information or materials on the Ship4Me Website is prohibited.

## **29. REGISTRATION AND USE OF THE WEBSITE**

29.1 To register as a user, the Customer must provide a unique username and password and provide certain information and personal details to Ship4Me. This does not apply to one-time users of the website.

29.2 The Customer agree and warrant that their username and password shall:

- 29.2.1 be used for personal use only; and
- 29.2.2 not be disclosed by you to any third party.

29.3 For security purposes the Customer agree to enter the correct username and password whenever using Ship4Me services, failing which the Customer will be denied access.

29.4 The Customer concur that, once the right username and password identifying with their account have been entered, regardless of whether the utilization of the username and password is unapproved or fraudulent, the Customer will be liable for payment of such request, as per these Terms and Conditions.

29.5 The Customer consent to inform Ship4Me promptly upon becoming aware of any

unapproved access to or utilization of their username and password and to find a way to alleviate any resultant misfortune or mischief.

29.6 The Customer consent that they will not in any capacity utilize any device, software or other instrument to interfere or endeavor to interfere with the proper working of the Website. Furthermore, the Customer consent that they will not in any capacity utilize any robot, spider, other automatic device, or manual procedure to monitor, copy, distribute or modify the Website or the data contained thus, without the prior consent from an authorised Ship4Me representative (such consent is regarded given for standard search engine technology employed by Internet search websites to direct Internet users to this Website). The Customer may not utilize the Website to distribute material which is disparaging, offensive, contains or sums to hate speech or is generally unlawful.

29.7 The Customer may not at all display, distribute, duplicate, print, post or generally utilize the Website or potentially the data contained in that without the express or consent of an approved Ship4Me delegate.