



QUICK LOAD LOGISTICS CC

REG 2007/116691/23
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CREDIT APPLICATION, CREDIT AGREEMENT AND SURETYSHIP

1. Registered name of business:	
2. Previous trading / registered names:	
3. Incorporated form of business:	
4. Registration Number:	
5. Date of Establishment of Business:	
6. Vat registration number:	
7. Registered name of holding company:	
8. Names of subsidiary and associate companies:	
9. Business activities:	
10. Physical address:	
11. Are deliveries to be made to this address? If not, supply alternative address:	
12. Postal address:	
13. Can invoices and statements be emailed <input type="checkbox"/> Yes <input type="checkbox"/> No (supply delivery address if not so)	
14. Registered address:	
15. Telephone number:	Email:
16. Premises <input type="checkbox"/> owned <input type="checkbox"/> leased? Name of landlord:	
17. Postal address of landlord:	

Initial: _____

18. Details of <input type="checkbox"/> Proprietors <input type="checkbox"/> Directors <input type="checkbox"/> Members <input type="checkbox"/> Partners		
19. Full name:		Identity No:
		%Shareholding/Interest:
20. Residential address: _____		
21. Full name:		Identity No:
		%Shareholding/Interest:
22. Residential address: _____		
23. Full name:		Identity No:
		%Shareholding/Interest:
24. Residential address: _____		
25. How long has the proprietor(s) owned the business?		
26. Auditors / Financial officer's name and Telephone Number:		
27. Bankers' Details: (Institution)		Date opened:
28. Account Name:	Branch:	
29. Account Number:	Branch Code:	
	Account Type:	
30. Trade Reference 1:	Name: _____	Tel: _____
31. Address:		Credit Limit:
32. Trade Reference 2:	Name: _____	Tel: _____
33. Address:		Credit Limit:
34. Trade Reference 3:	Name: _____	Tel: _____
35. Address:		Credit Limit:
36. List all sureties, cession of debtor, notarial bonds, factoring & judgements		
37. List all liquidations, sequestrations against the business or it's principals		
38. Have moratoriums or offers of compromises ever been made to any creditors?		

Initial: _____

39. Can the latest audited Financial Statements be made available? What Year: _____
40. Annual turnover or asset value is more than R1 million?
41. Can surety be offered to substantiate the credit limit?
42. Account contact person: _____ Email: _____ Order Numbers used? _____
43. Credit requested in R _____

The following documentation need to be attached with application

1. *Copy of members ID*
2. *Copy of VAT certificate*
3. *Copy of Company registration docs*
4. *Proof of address*

Undersigned accepts the Standard Conditions of Agreement included in this document. The Customer acknowledges that any amount due for goods or services will be due unconditionally within 30 days from the end of the month in which a tax invoice was issued by Quick Load Logistics CC. The Customer hereby declares that no cheques will be issued in payment unless there are sufficient funds available and that such funds will remain available in order that all cheque payments will be honoured and that under no circumstances will any cheque be stopped. I hereby certify that all above information is correct.

The signatory hereby binds himself/herself as a co-principal debtor jointly and severally for all existing debts and any future debts incurred with Quick Load Logistics CC by the applicant named above and below.

Signed:

Place:

Date:

Printed name(s): _____
Corporate designation of signatory: _____
Signed as co-principal debtor and surety: _____
Printed name(s): _____
Corporate designation of signatory: _____
Signed as co-principal debtor and surety: _____

QUICK LOAD OFFICE USE

Account checked by: _____ Acc No: _____ Date: _____

Account approved: ☐ Yes ☐ No - Reason _____

STANDARD TERMS AND CONDITIONS

1. Definitions

In these conditions, the following words will bear the meanings assigned to them below:

1.1 “**the Carrier**” means Quick Load Logistics CC (Registration Number: 2007/116691/23 and includes the carrier’s servants and agents and any person or persons carrying any goods forming the subject matter of this contract under and in terms of a subcontract with the Carrier.

1.2 “**the Customer**” means the party reflected on the dispatch document as the sender of the goods, whether acting on his (or her, or its) own behalf or in his (or her, or its) capacity as agent or in any other capacity for a third party.

1.3 “**the Goods**” means the goods forming the subject matter of this agreement, whether contained in one or more parcels or packages and whether consigned singly or in parcels or in bulk.

1.4 “**Dangerous goods**” includes those classified as such by Transnet, the Marine Division of the Department of Transport, or which constitute dangerous goods in terms of SABS specification 0228, or which are considered by the carrier to be dangerous.

1.5 “**the handling of the goods**” includes the goods being handled, warehoused, held, controlled, loaded, or unloaded, carried or otherwise possessed by the carrier for any purpose whatsoever.

2. No variation of conditions

The handling of the goods is subject to the conditions stated herein unless specifically varied by the carrier in writing, and these conditions will take precedence over any terms, conditions or stipulations contained in any of the customer’s documentation. Should the customer in any way purport to attach any conditions which vary, amend or are in conflict with the conditions stated herein, then the conditions set forth herein will prevail and be of full force and effect unless varied in writing with specific reference to the customer’s contrary documentation.

3. Remuneration

3.1 In the absence of any written agreement to the contrary, the remuneration payable to the carrier by the customer will be in accordance with the standard tariffs of the carrier or quotation provided by the carrier to the customer, provided that any such quotation shall only be valid for a period of seven days from date thereof.

3.2 The carrier’s standard tariffs are subject to review by the carrier without prior notice to the customer.

3.3 The customer is liable for any duty, tax, impost, fine or outlay of whatsoever nature levied by the authorities at any port or place in connection with the goods and agrees to reimburse the carrier for any amount disbursed or losses sustained by the carrier in connection therewith.

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- 3.4 In the event of the carrier being obliged to take out or obtain any licences or permits, or to comply with the requirements of any lawful authority, the carrier will be entitled to levy an additional charge to cover any ensuing expenses not already included in the carrier's standard tariffs.
- 3.5 In the event of the carrier being obliged to deviate from the route selected by it, or to carry the goods over another route, for any reason whatsoever, including but not limited to adverse weather conditions, impassable or dangerous roads, bridges, pontoons and ferries, or the instructions of any competent authority, the carrier will be entitled to charge an additional remuneration in proportion to the resulting extra distance travelled.
- 3.6 In the event that the carrier receives any commission, allowance, remuneration or other benefit from a third party or subcontractor arising from the handling of the goods, storage and / or this agreement, such commission, allowance, remuneration or other benefit shall be for sole benefit of the carrier, and the carrier shall not be obliged to disclose same to the customer.

4. Payment of remuneration

- 4.1 In the absence of any special provisions to the contrary, or when the customer has an approved credit facility with the carrier, payment must be affected by the customer in cash against tender of delivery of the goods.
- 4.2 The granting of any credit facility shall be within the sole discretion of the carrier and shall be subject to such further terms and conditions as may be agreed between the carrier and the customer. Notwithstanding the foregoing, it is an express term of these conditions that non-adherence to the payment terms set out herein, will result in all unpaid amounts becoming immediately due and payable.
- 4.3 The carrier will in its absolute discretion be entitled to appropriate all payments made by the customer towards the payment of any debt or obligation of whatsoever nature owing by the customer to the carrier, irrespective of when such debt or obligation arose.
- 4.4 Mora Interest will accrue on all payments not made on due date at the maximum rate allowed by law from the due date for payment to the date on which payment is affected.
- 4.5 The customer may not raise any claim, dispute, or counterclaim as a reason for deferring payment, and the customer may not withhold any payment or set off any claim or counterclaim which it may wish to raise against the amount invoiced by the carrier.

5. Carrier's lien

- 5.1 As security for all moneys (whether past or present) owing for the handling of goods, whether forming the subject matter of this agreement or otherwise, the carrier will have a lien over all goods, documents, bills of lading, import permits and all repayments, refunds, claims or recoveries in its possession or under its control.
- 5.2 In addition, the carrier will be entitled to hold all goods as security for any other moneys which may be owing to it by the customer from any cause whatsoever.

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- 5.3 Even though credit may have originally been granted by the carrier to the customer, the carrier may at any time in its sole discretion retain possession of any goods pending the discharge of all the customer's indebtedness to the carrier, whether or not such indebtedness is related to the handling of the goods in question.
- 5.4 In the event of the carrier retaining possession of the goods in terms of subclause 5.1 and/or subclause 5.2 and/or subclause 5.3, the carrier will be entitled to store or warehouse the goods at such place as it deems fit, at the customer's expense.
- 5.5 If any moneys owing to the carrier are not paid by the customer within 30 days after they have become due, the carrier will be entitled without further notice:
- 5.5.1 to open and examine the goods.
- 5.5.2 to sell the whole or any part of the goods in such a manner and on such terms and conditions as it deems fit.
- 5.5.3 to apply the proceeds of any sale, after deducting all expenses, in payment or reduction of any amount due by the customer to the carrier (including the storage charges envisaged in subclause 5.4), provided that any surplus must be paid over to the customer without interest immediately after the sale, if the customer's address is known, and if not, upon demand made by the customer within 90 days of the sale.
- 5.6 The carrier is not liable for any loss, damage, or deterioration of such goods attributable to the implementation of this clause 5 or to any of its subclauses.
- 5.7 The carrier's rights under this clause are not exhaustive and are in addition to any other rights which the carrier may have against the customer.

6. Customer's warranties

The customer is bound by and warrants in favour of the carrier:

- 6.1 the accuracy of all descriptions, values and other particulars furnished to the carrier for customs, railage and other purposes, and the customer indemnifies the carrier against all expenses, claims or fines arising from any inaccuracy or omission of descriptions, values, or other particulars (even if the inaccuracy or omission of descriptions, values or other particulars occurs without negligence).
- 6.2 that the carriage of the goods will not violate or infringe any Act, regulation or law, and the customer hereby indemnifies and holds the carrier harmless against any claims and/or damages which the carrier may suffer by virtue of the customer's breach of this warranty.
- 6.3 that the goods are the customer's sole property, alternatively, the customer is authorised by the person owning the goods to enter into this contract subject to these terms and conditions, and the customer indemnifies the carrier against any claim of any nature made by the owner.

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7. Condition of goods

The onus of proving the quantity, type, physical properties and composition and the condition of the goods and/or the condition of any container at the time of receipt thereof by the carrier will at all times remain with the customer, and no delivery note, receipt or other document furnished or signed at such time by or on behalf of the carrier will constitute conclusive proof thereof.

8. Dangerous goods

- 8.1 Unless otherwise agreed in writing, the customer warrants that all goods handled are fit to be so handled in the ordinary way and are not dangerous.
- 8.2 Unless otherwise agreed in writing, the carrier will not handle any dangerous, corrosive, noxious, hazardous, inflammable, or explosive goods, or any goods which in its opinion are likely to cause damage.
- 8.3 The customer is liable for all losses or damage caused to the carrier and/or third parties by all goods handled and indemnifies the carrier against any ensuing claims.
- 8.4 Should the carrier agree to handle any dangerous goods for any purpose:
 - 8.4.1 the customer must furnish with the goods a written declaration detailing the trade name, chemical composition, and characteristics of the goods; and
 - 8.4.2 the declaration must define the precise respects or circumstances in which the goods are dangerous; and
 - 8.4.3 the customer must ensure that the goods bear the warning labels and declarations required in terms of the laws and regulations applicable to the transportation of dangerous goods.
- 8.5 If, in the opinion of the carrier, any goods (whether they have been declared as dangerous or not) become a danger to any person or property, the carrier will be entitled immediately and without notice to the customer to dispose of the goods in question or take such other steps as it in its sole discretion deems prudent to avert danger. In such event the carrier will:
 - 8.5.1 not be liable under any circumstances for the value of the goods or for any other loss or damage, whether direct or consequential, sustained by the customer or owner as a result of such disposal or other steps; and
 - 8.5.2 still be entitled to recover from the customer its remuneration for the handling of the goods together with any costs incurred by it in disposing of them or taking other steps.
- 8.6 Unless written instructions are given to the carrier, the carrier will be under no obligation to make any declaration or to seek any special protection or cover from Transnet in respect of any goods falling within the definition by that body:

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8.6.1 of dangerous or hazardous goods; or

8.6.2 of goods liable to be stored in the open.

9. Perishable goods

Perishable goods which are not taken up immediately upon arrival at their destination or which are not sufficiently marked or otherwise identifiable may be disposed of without notice to the customer, and the payment or tender to the customer of the net proceeds of any disposition (after deduction of all charges incurred by the carrier) will be equivalent to delivery.

10. Loading and off-loading

10.1 The customer must ensure that:

10.1.1 the goods are ready for loading on the date specified. The customer will ensure that the goods are properly and sufficiently packaged and that it has been securely contained having regard to the nature and fragility of goods and the danger of leakage of any substance.

10.1.2 all documentation necessary in connection with the goods and the transportation thereof is fully and correctly prepared.

10.1.3 at all places where the carrier is to collect and off-load the goods there will be safe, suitable, and adequate access and loading and off-loading facilities, and that it is possible for the carrier to collect and off-load the goods by means of ordinary staircases and/or doorways, without need for any special or additional tackle, plant, power, labour, or equipment.

10.1.4 the goods will be sufficiently packed and prepared for carriage.

10.1.5 the customer will sign such certificates and receipts on loading and off-loading as the carrier may require. The customer will ensure that the waybill for each and every package is properly and accurately completed with the Name, Address of the intended receiver as well as the Name and address of the Sender.

10.2 The carrier will not be under any obligation to provide any plant, power or labour which in addition to its vehicle's crew is required for the loading or unloading of any goods. Any assistance given by the carrier in such loading or unloading will be at the sole risk of the customer.

10.3 Any customer (or owner) conducting any packing or other operation or activity in any area or premises provided by the carrier will do so at its own risk, and the customer indemnifies the carrier against all claims or losses arising out of the presence of the customer in such area or premises.

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- 10.4 Any delivery note, waybill, or job card, whether a copy of the original, signed by the customer, subcontractor or authorised third party shall be prima facie proof that delivery was made to the customer.

11. Route

When carrying goods, the carrier will in its sole discretion decide what route to follow.

12. Carrier's liability for damage or loss, risk and insurance

- 12.1 The goods are carried at the sole risk of the customer (or owner). The customer hereby exempts the carrier from and indemnifies the carrier against all liability of whatsoever nature arising directly or indirectly from the handling of the goods. This exemption and indemnity includes, but is not restricted to, any liability for direct and/or consequential loss or damages arising from loss of the goods, damage to the goods, the failure to collect or deliver the goods timeously, adequately or at all, or from or to the correct address, or from any other cause arising, whether any such liability, loss or damage is caused by or arises from breach of contract, negligence or gross negligence, on the part of the carrier, its servants, agents or employees, or otherwise.
- 12.2 Notwithstanding the above, and in the event of the goods being lost, damaged, or destroyed owing to the negligence of the carrier, its agents, servants or employees, the carrier will assume liability for such loss or damage, provided that such liability will be limited to such amount(s) as may be approved by the carrier's insurers, in accordance with the carrier's insurance policies. Provided: that any excess or amount(s) payable to the insurer or any third party shall be for the customer's account, and the carrier shall be entitled to recover any such excess of amount(s) from any amount(s) which may be recovered from the insurer.
- 12.3 Any loss or damage referred to above must be notified to the carrier in writing upon the delivery of the goods, failing which the carrier will have no obligation or liability of whatsoever nature to the customer. The onus of proving any loss or damage will be borne by the customer.
- 12.4 The carrier will, only if requested to do so in advance and in writing by the customer, effect additional insurance on any goods being handled by it. Any insurances effected by the carrier will be subject to the usual exceptions and conditions of the policies of the insurer or underwriter taking the risk. The carrier will not be under any obligation to affect a separate insurance on each consignment but may declare it on any open or general policy. Should the insurer dispute liability for any reason, the insured will have recourse against the insurer only, and the carrier will not be under any liability in relation thereto.
- 12.5 The parties agree that risk shall pass to the customer upon delivery of the goods.

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12.6 FreightGuard Service Guarantee

Those customers who elect to participate in the FreightGuard Service Guarantee Program will be provided with an indemnity against loss or damage, for up to R5000.00 (Five thousand Rands) per consignment. Note while the goods are under the care, custody, and control of Quick Load Logistics CC. The full terms and conditions of the FreightGuard Service Guarantee are available on the Quick Load Logistics CC website, or a copy can be requested from Quick Load Logistics CC.

13. Demurrage

The carrier will not be liable for demurrage or storage charges of any nature whatsoever and howsoever arising. Where any such demurrage and/or storage charges are paid by the carrier, such charges must be refunded to the carrier by the customer on demand. The customer hereby appoints the carrier irrevocably and in rem suam as its agent and in its name, place, and stead, to contract for the storage of the goods upon such terms and conditions as the carrier may, in its sole discretion, elect and without any liability whatsoever attaching to the carrier to attend to such storage.

14. Subcontracting

The carrier reserves the right to employ subcontractors or agents to act for it. Where the carrier employs independent third parties to perform all or any of the functions required of the carrier, the carrier will have no responsibility or liability to the customer for any acts or omissions of such third parties, even although the carrier may be responsible for the payment of their charges. However, if the carrier is suitably indemnified against all costs (including attorney-and-own-client costs), the carrier will take such action against the third party concerned on the customer's behalf as the customer may direct.

15. Permits and consents

If any permit, consent, or approval to handle goods is required under any law, by-law, or regulation, none of the carrier's obligations or duties will take effect unless and until it obtains the relevant permit, consent, or approval. The customer must provide all assistance and information required by the carrier for the purpose of applying for or obtaining any such permit, consent, or approval.

16. Delay – Police instruction

The carrier will not be liable for any delay occasioned by compliance with any instructions issued by the police or any other competent authority. Any extra costs incurred by the carrier as a result of compliance with any such instructions will be added to its charges.

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17. Sole agreement

This agreement constitutes the sole record of the agreement between the parties. The carrier will not be bound by any express or implied term, representation, warranty, promise or the like not recorded in this agreement.

18. Variation

No addition to, variation of or agreed cancellation of this agreement will be of any force or effect unless recorded in writing and accepted by the carrier in writing.

19. Indulgence and waiver

No relaxation or indulgence which the carrier may grant to the customer will constitute a waiver of the rights of the carrier, and any such relaxation or indulgence will not preclude the carrier from exercising any of its rights which may have arisen in the past or which may arise in the future.

20. Applicable law, jurisdiction and disputes

- 20.1 The proper law of this agreement is the law of the Republic of South Africa, and accordingly any dispute about this agreement, including any dispute about its validity, existence, interpretation, rectification, breach or termination, or any dispute about any matter arising out of this agreement, its avoidance, interpretation, rectification, breach, or termination must be determined according to the laws of the Republic of South Africa.
- 20.2 It is an express term of this agreement that the parties agree to the jurisdiction of the District Magistrates Court in terms of section 45 of the Magistrates Court Act No. 32 of 1944.
- 20.3 The customer agrees to pay the carrier's legal costs on an attorney and client basis, including tracing fees and cost of counsel where so employed in the event of any litigation which may arise pursuant to this agreement or the handling of the goods.

22. Domicilium and notices

The customer chooses its street address set out in this agreement or the quotation to which this agreement relates, as its domicilium citandi et executandi ("domicilium") for all purposes under this agreement, whether for serving any court process or documents, giving any notice, or making any other communications of whatsoever nature and for any other purpose arising from this agreement.

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23. Presumptions as to notices

Any notice required to be given by the carrier to the customer will be deemed to have been validly given if posted by registered post to the domicile of the customer and will be deemed to have been received by the customer within 7 days of the date of posting.

24. Deadlines

24.1 Any deadline for delivery or performance by the carrier in terms of this agreement as quoted or advertised are estimates and shall only be regarded as guidelines and shall not be binding on the carrier.

24.2 The customer accepts that the carrier cannot be held to any deadlines, irrespective of the nature thereof, and the carrier shall not attract any liability of any nature to the customer, or any third party should any consignment not be delivered on or before the requested date and the delay will not afford the customer any rights to withhold any payments in this regard.

25. Representations

The carrier will not be liable for any negligent representations made by the customer and the Customer shall be liable for any additional costs due to these acts/ omissions.

26. Authorisation

Any person signing any document on behalf of the customer (including these terms and conditions) warrants that he / she is duly authorised to do so on behalf of the customer.

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