



REGISTRATION NO. 2000 / 025383 / 07
 VAT NO. 4890191226
 FAX: 086 611 9619
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CREDIT APPLICATION AND CONTRACT FOR CARRIAGE INCLUDING SURETYSHIP

Customer Name (Legal Status): _____ (CC) (PTY)

Street Address:

 _____ Code: _____

Postal Address:

 _____ Code: _____

Office Hours: Open: _____ Close: _____ Security: Yes: No:

Rate Given: Dom: _____ Int: _____ Sales Rep Code: _____

Contact Details:

1. Day to Day Contact:

Name: _____ Tel number: _____
 Email: _____

2. Accounts & Finance:

Fax Number: _____
 Name: _____ Tel number: _____
 Email: _____
 Name: _____ Tel number: _____
 Email: _____

3. Dispatch Manager:

Name: _____ Tel number: _____
 After Hrs Number: _____
 Email: _____

Automated verbal POD's email: _____

Company Website: _____

Do you require a P.O. or Ref Number? Yes No: Please supply example: _____

Do you require Cost Centres? I.e. Different Invoices per Cost Centre, One Statement. Yes: No: If YES
please state what they would be: _____

Reg. No: _____ VAT No: _____

Importer/ Exporter Code: _____ / _____

**Credit Limit: R _____ **Estimated Monthly Spend: R _____

Nature of Business: _____ Industry: _____

Bank: _____ Acc. No: _____ Branch Code: _____

Names of Directors / Members:

Name:	**I.D. No:	**Cell No:
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____

Trade References:

Company Name:	Contact Name:	Telephone Number:	Account No:
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____

Explanation of Liability and Insurance Issues

Our Contract for Carriage (CFC) sets out clearly the relevant liability and insurance issues which will apply between us, but we set out hereunder our explanation for the rationale behind the manner in which we deal with insurance and liability issues.

We assume that any goods handed to us for carriage are worth R200.00 or less, and accordingly our maximum liability to you for direct loss or damage to goods subject to carriage is the said amount of R200.00, or the amount of the actual loss or damage, whichever is the lesser, unless we agree to the contrary in advance of the carriage.

Should your goods for carriage be worth an amount between R200.00 and R10 000.00, then, if you inform us in writing in advance of the carriage of such value of your goods, you will be charged an additional liability surcharge of R65.00 over and above our usual courier charges and on payment by you of the additional liability surcharge, in the event that you suffer direct loss or damage to your goods during carriage, we will compensate you for the amount of the actual loss or declared value of the goods up to a maximum of R10 000.00, whichever is the lesser.

Should your goods be worth more than R10 000.00 and should you not be satisfied with our maximum additional liability up to R10 000.00, and should you wish to insure such greater value for the goods, during carriage, you must notify us in writing in advance of the carriage of your requirement in this regard and we will obtain a quotation for you from an insurer and facilitate an insurance contract between yourself and the insurer directly, against whom any claims will lie thereafter, if loss or damage during carriage occurs.

Accordingly if you do not declare in advance of carriage, the value of your goods, you will be charged as though your goods are worth R200.00 or less and our maximum liability to you will be R200.00 or less depending on the actual loss or damage suffered. If you declare a value between R200.00 and R10 000.00 in advance of the carriage, an additional liability surcharge of R65.00 per shipment will apply and we will accept liability up to the maximum amount of R10 000.00 or less in respect of loss or damage suffered by you during carriage. For items valued above R10 000.00 you must insure same yourself or we will facilitate an insurance contract for you with an insurer, but either way we are not liable for loss or damage to those high value goods, no matter how the loss or damage occurs.

CONTRACT FOR CARRIAGE AND SURETYSHIP

All business undertaken by NightwinG S A (Pty) Ltd is subject to the following terms and conditions:

1.
 - 1.1. **"The company"** shall mean NightwinG S A (Pty) Ltd.
 - 1.2. **"The customer"** shall mean the party on whose behalf the company took possession of the goods, whether the sender, the consignee, the true owner, the party billed, or any other party with an interest in the goods or on whose behalf the carriage has taken place.
 - 1.3. **"Carriage"** shall mean all forms of transport and related activities undertaken by the company on behalf of the customer in respect of the goods.
 - 1.4. **"The goods"** shall mean all packages, parcels or items taken into possession by the company for carriage on behalf of the customer.
2. It is recorded and agreed that the company is **not a public or common carrier**.
3. The company has the right to **refuse to accept any goods** for carriage, and will in those circumstances furnish the customer with reasons for such refusal.
4. The company will be entitled to select the appropriate **methods of transport** and handling to be used in the carriage, including the route, the procedure, the storage and any use of third party carriers, but in doing so, will have regard to the type of carriage requested by the customer.
5. **All business** undertaken by the company on behalf of the customer shall be **subject to this contract for carriage**, notwithstanding any written or verbal instructions which the company may receive at any time prior to or during carriage of the goods, from the customer or any third party.
6. If the customer is not the owner of the goods, the **customer** confirms that it is **duly authorised** to enter into this Contract for Carriage **on behalf of the true owner** of the goods.
7. The company's **charges** in respect of the carriage shall be levied in accordance with its **agreed tariffs**, as amended from time to time and the customer agrees that the customer is bound by such tariff and amendments. If the company is obliged to pay any disbursements in respect of the carriage, it is agreed that the company may **recover such disbursements** from the customer.
8. **Payment** by the customer to the company in respect of the services rendered will be due, (if the services were not rendered on a COD basis) within the maximum of **30 (thirty) days** from date of the company's invoice to the customer in respect of the service.
9. The customer shall be entitled during this 30 (thirty) day period, to **raise queries** in respect of the company's invoices, which queries the company undertakes to resolve within this period. If no queries are raised within the 30 (thirty) day period by the customer, the customer will be **deemed** to have accepted the company's invoice is **correct and undisputed** and therefore that payment by the customer to the company is due.
10. In the event that any items on the customer's invoice are disputed, and queried by the customer within the time period specified, this will not absolve the customer from liability to make **payment of all undisputed amounts** in respect of such invoices to the company within the 30 (thirty) day period specified.
11. Under **no** circumstances whatsoever will the customer be entitled to **withhold payment** of any amount due to the company in respect of services rendered by the company, beyond the due date in respect thereof, in particular where goods have been lost or damaged while in the company's possession and under **no** circumstances is the customer entitled to **set-off** its alleged damages or loss against any amount due to the company.
12. If the company is **unable to effect delivery** of the goods, for reasons outside the control of the company, the company will take reasonable steps to **return the goods** to the customer at the **cost of the customer**. The customer shall be responsible for the costs of carriage, attempted delivery and return of the goods.
13. The **customer** shall be **responsible** to the company for all charges **until** they are **paid**.

EXCLUSIONS AND LIMITATIONS OF LIABILITY

- 14.1. The **company will be liable** to the customer for **physical direct losses and damages** in respect of the goods, if such physical direct losses or damages are caused directly by the **negligence or fault** based conduct or omissions of the company, from the time that the company takes possession of the goods until the time that the company correctly delivers the goods to the designated consignee.
- 14.2. **Correct delivery** to the designated consignee will be deemed to have taken place when the company receives a **signed proof of delivery/waybill** from the consignee confirming receipt of the goods **without** any **discrepancy** in respect of the goods being noted thereon.
- 14.3. The company is **not liable** for any direct physical losses and damages in respect of the goods, or for delays in delivery, which are caused by **acts of God**, including but not limited to abnormal weather conditions, hijackings, abnormal traffic conditions, strikes, labour unrest, civil commotion, fires, floods and any other acts beyond the reasonable control of the company.
- 14.4. The company does not know the nature and value of the goods it receives for carriage and accordingly the company is **entitled to assume** that all goods handed to it for carriage are worth **R200.00 or less in value**, and the company basis its charges on such assumed value.
- 14.5. The customer accordingly agrees that the **maximum liability** of the company to the customer in respect of goods handed to the company for carriage shall **not exceed R200.00 per shipment, unless** the customer has in advance of the carriage disclosed to the company in writing, by **declaring** on the face of the despatch note/waybill, that the goods are worth more than R200.00 and that the customer accordingly requires the company to accept liability for a **greater amount, between R200.00 and R10 000.00**.
- 14.6. If the customer requires the company to accept a **greater liability** of between R200.00 and R10 000.00 per shipment, then the company will only accept such greater liability if the customer pays an **additional liability surcharge** in respect of the shipment.
- 14.7. Should the customer's goods be worth **more than R10 000.00** and should the customer not be satisfied with the company's maximum liability of either R200.00 (normal charges apply) or between R200.00 and R10 000.00 (additional liability surcharge applies), then the customer **should insure** the goods for their value, during carriage, and the company will **facilitate an insurance contract between the customer and an insurer**, prior to carriage in these circumstances, if required by the customer.
- 14.8. Although, in these circumstances, the company may collect the insurance premium from the customer on behalf of the insurer, in doing so, the **company acts as agent** for the insurer and **not as insurer** itself and any claim for loss or damage to goods which are worth more than R10 000.00 in these circumstances, will lie between the customer and the insurer and the **company** will have **no liability** whatsoever **to the customer**, no matter how the loss or damage was caused or occasioned, even if caused by the company's negligence.
- 14.9. If the customer's goods are lost or damaged whilst in the possession of the company, in circumstances where the value of the goods is not declared or is declared as being between R200.00 and R10 000.00, then the company will be **liable to pay to the customer the proved cost of repair**, or the **purchase/replacement costs** of the goods, **whichever** is the **lesser amount**.
- 14.10. If the company is liable to pay any amount to the customer for loss or damage, then the company shall have the **right of salvage** in respect of those goods, and the customer shall be obliged to reasonably assist the company to exercise such salvage right.

- 14.11. Any **claim** by the customer in respect of direct loss or damage to the goods must be submitted to the company in writing within **7 (seven) days of the shipment**, failing which the claim will be rejected by the company, who will have **no liability** to the customer whatsoever.
- 14.12. The company does **not carry dangerous goods**. If the customer hands over dangerous goods to the company for carriage, the customer agrees that it is fully responsible for ensuring that all requirements in relation to the carriage of these goods are complied with, and the customer further agrees that **any liability** of any nature caused by, or arising from the carriage of dangerous goods in any circumstances, will be for the **customer's account**.
- 14.13. The company does not wish to carry **fragile or valuable goods**, but if the customer nevertheless hands over such goods to the company, then the customer shall pack and label such goods to minimise the additional risks associated with the carriage of such goods and the customer agrees that the company will bear **no liability** whatsoever in regard to these goods, howsoever caused.
- 14.14. The company does **not accept for carriage** and bears no liability in respect of:
- 14.14.1. Precious stones and metals, jewellery and negotiable instruments, bank notes, cash, travellers' cheques, securities, shares, share coupons and stamps, cell phones, laptops, tablets or similar electronic devices;
- 14.14.2. Works of art, heirlooms and other irreplaceable, sentimental or priceless items;
- 14.14.3. Arms and ammunition;
- 14.14.4. Livestock;
- 14.14.5. Perishable goods or goods likely to contaminate other goods or attract pests;
- 14.14.6. Any goods exceeding R5 000.00 of value per kilogram.
- 14.15. It is agreed that the company is **not liable** at all for any **consequential losses or damages** of any nature relating to the carriage of the goods, no matter how such consequential losses or damages were caused or arose, even if caused by the negligence of the company.
- 14.16. The **customer indemnifies** the company against any **claim** of any nature whatsoever made against the company by any person or entity as a result of the loss, damage or delay in respect of the goods, which **exceeds the agreed exclusions and limitations of liability** set out above.
15. The company shall have a **special and general lien** over all goods of the customer, which goods are also **pledged** to the company, as **security for all monies owing** by the customer to the company now or in future and reserves the right to retain possession of all goods until the customer's indebtedness to the company has been settled in full, notwithstanding the fact that credit may originally have been granted by the company to the customer. Such lien and pledge will even apply to the goods of the customer, held by the company, in respect of which no monies are due.
16. Should either party **institute legal action** against the other arising out of this Contract for Carriage, it is agreed that the successful party shall be entitled to claim the **legal costs** incurred by it from the unsuccessful party on an **attorney and client scale**.
17. This agreement constitutes the **sole record** of the agreement of parties, and no parties shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein.
18. **No** addition to, **variation of**, or agreed cancellation of this agreement shall be of any force or effect, **unless** reduced to **writing** and signed on behalf of both parties.
19. **No relaxation or indulgence** which any party may grant to any other shall **constitute a waiver** of the rights of that party and shall not preclude that party from exercising any rights which may have arisen in the past or which may arise in future.
20. Both parties hereby **consent** to the **jurisdiction** of the **Magistrate's Court** having territorial jurisdiction over the parties or the dispute in terms of Section 45 of the Magistrate's Court Act No. 32 of 1944 as amended, notwithstanding the fact that the amount of the claim would exceed the Magistrate's Court's normal jurisdictional limits, and all disputes between the parties shall be **governed** in terms of the **laws of the Republic of South Africa**.
21. The customer chooses as its **domicilium citandi et executandi** for the delivery of all Court processes and other notices hereunder, the street address reflected on the credit application or the dispatch note/waybill.

SURETYSHIP

I, the undersigned,

Being the signatory to this contract for carriage and surety ship agreement, on behalf of the customer, do hereby warrant that all information provided to the company is true and correct and that I have the necessary authority to bind the customer to this contract for carriage.

I also hereby bind myself personally, jointly and severally as surety for, and co-principal debtor in solidium with, the customer for due payment on demand to the company of all amounts which may be owing to the company by the customer from time to time hereafter, renouncing the benefits of excussion and division, errors in calculation and cause of indebtedness.

DATED at _____ on this _____ day of _____ 2020

Signature for & on behalf of **CUSTOMER** **Print** Full Name on behalf of Customer **Witness** on behalf of **Customer**

DATED at _____ on this _____ day of _____ 2020

For and on behalf of **NIGHTWING SA (PTY) Ltd** **Witness** on behalf of **NIGHTWING SA (PTY) Ltd**

Following Information and Documents to be attached

- Copy of All Directors Identity and or Passport Documents
- Copy of full Company Registration Documents
- Copy of VAT Registration Certificate (if registered)
- Copy of Tax Clearance Certificate (Letter of Good Standing)
- Copy of a cancelled cheque (companies)
- Signed copy of the NightwinG rate cards presented and accepted by you