

## Credit Application

### Name /Address

Title:	Surname:	First name(s):	Initials:
Name of Business:			
Postal Address:			
Physical Address:			
City:		Postal Code:	
Tel Number:		Cell Number:	
Email address:			

### Company Information

<b>Legal Form Under Which Business Operates:</b>			
Close Corporation <input type="checkbox"/>	(Pty)Ltd or Ltd <input type="checkbox"/>	Partnership <input type="checkbox"/>	Other <input type="checkbox"/>
Nature of Business:		Credit Limit: R	
Company registration number:			
VAT Number:		Customs Code:	
<b>Shareholder/Member/Partner/Director's details:</b>			
Title:	Surname:	First name(s):	Initials:
ID Number:			

### Bank Reference

Bank:
Account type:
Account number:
Branch:
Branch code:

### Trade References

1. Company Name:	Contact Name:	Tel Number:
2. Company Name:	Contact Name:	Tel Number:
3. Company Name:	Contact Name:	Tel Number:

## STANDARD TRADING TERMS & CONDITIONS OF SERVICE

MTE xpress (Pty) Ltd (hereinafter referred to as “MTE xpress”) provides a collection and delivery service to its customers, subject to the following:

### 1. Definitions

- 1.1. “MTE xpress” shall mean MTE xpress (Pty) Ltd, its staff, agents or sub-contractors.
- 1.2. “Goods” shall mean any documents, parcels or freight accepted for carriage by MTE xpress
- 1.3. “Carriage” shall mean the transport of goods from one point to another by MTE xpress (the “Carrier”) using means it deems suitable.
- 1.4. “Client” shall mean the party responsible for the payment for the carriage of the goods.
- 1.5. “Owner” shall mean the party who has a financial interest in the goods.
- 1.6. “Parties” shall mean the Client, the Owner, the sender, the receiver or the Carrier, as the context may require.
- 1.7. “Waybill” is the accompanying document which identifies the Client, the number and weight of packages involved and instructions regarding the time and place of both the collection and delivery, copies of which are signed by the parties and serve as proof of handover of the goods from one party to the other.

### 2. Terms and Conditions

- 2.1. MTE xpress is not a public/common carrier and may refuse to accept any goods for carriage without providing reason for such refusal.
- 2.2. By using our collection and delivery service you agree to be bound by our terms and conditions, as set out in this document, and you acknowledge that our terms and conditions will constitute a valid, binding and enforceable agreement.
- 2.3. These terms & conditions shall apply to all transactions concluded by or on the Client’s behalf on our website. ([www.mtexpress.co.za](http://www.mtexpress.co.za)).
- 2.4. *A certificate issued by an administrator of our website shall constitute prima facie proof of any fact related to our website, including (but not limited to) which version of the terms and conditions that govern a particular dispute and the content that was published, or functionality was available on our website at a specific point in time.*
- 2.5. MTE xpress prices are set out in its price list or are as negotiated or quoted to the Client and are subject to review from time to time.
- 2.6. ***Prices quoted are based on the information provided by the Client. Should this information be found to be incorrect, MTE xpress has the right to adjust the prices based on the correct information while continuing with the carriage.***
- 2.7. Any credit limit, invoice frequency, or payment terms set by MTE xpress shall be at its sole and absolute discretion and may be changed by MTE xpress depending on circumstances that MTE xpress believes justifies such changes.

Initials

**STANDARD TRADING TERMS & CONDITIONS OF SERVICE (CONTINUED)**

**3. Liability**

- 3.1. MTE xpress liability to the Client in respect of goods in its care:
- 1) Will terminate once proof of delivery has been obtained from the receiving party at the address stated on the waybill.
  - 2) Shall be limited to an amount of R1 000.00 (One Thousand Rand).
  - 3) Shall exclude indirect and consequential damages.
  - 4) Where MTE xpress has agreed to accept the additional risk of carriage, such risk shall be 2% of the goods declared value relating to any one waybill. This risk relates to the loss of goods and does not cover damage resulting from inadequate packaging of the items by you or your agents. This acceptance of risk relates exclusively to the direct cost of replacement of goods and shall in no way cover any indirect or consequential losses.
- 3.2. Any claim for loss must be lodged within 7 (seven) days of such loss by sending an e-mail to [csd@mtexpress.co.za](mailto:csd@mtexpress.co.za). Any Claim lodged after such period will not be considered.
- 3.3. Any documents requested to support the claim will result in the claim not being considered.
- 3.4. MTE xpress shall not be liable for failure to fulfil its obligations if such failure is due to war, civil disobedience, industrial dispute, acts of God, or any event beyond MTE xpress reasonable control.
- 3.5. If MTE xpress is unable for any reason to effect delivery of the goods, all reasonable steps will be taken to return the goods to the Client. The Client will, however, be responsible for the costs of carriage, attempted delivery and return of the goods. Any failure to deliver or any late deliveries may not be used as motivation for non-payment for that delivery.
- 3.6. MTE xpress will handle formalities or payments relating to Customs on behalf of the Client (unless stated otherwise). MTE xpress will also assist the Client as far as possible, on condition that such assistance will be rendered at the sole risk and responsibility of the Client and the Client undertakes to indemnify MTE xpress against any claims in this respect.
- 3.7. The Client warrants that:
- 1) The goods are accurately described on the waybill.
  - 2) The waybill is printed and affixed to the parcel.
  - 3) The goods are adequately packed and accurately addressed on the system generated waybill to enable delivery to take place with ordinary care and handling.
  - 4) The Client has to the best of its knowledge and belief, complied with all laws, rules and regulations regarding, the carriage and that the goods are not prohibited by Government regulation.
- 3.8. The Client agrees to MTE xpress terms of payment and agrees that MTE xpress shall be entitled to suspend, delay and/or cancel collection and/or delivery of any consignment(s) in the event of nonpayment, or to hold the consignments until such time as the account has been settled in full or to MTE xpress satisfaction.
- 3.9. Failure to pay your account within 30 (thirty) days from the date of delivery of a tax invoice will attract interest in terms of the National Credit Act.
- 3.10. You will be liable for all legal costs incurred by MTE xpress on a scale as between attorney and Client, (including, but not limited to Sheriffs fees, collection commission and tracing agent's fees) in the event of MTE xpress having to institute legal action in order to secure payment of any outstanding account.

Initials

**STANDARD TERMS & CONDITIONS OF SERVICE (CONTINUED)**

**4. Risk Cover Exclusions**

4.1. MTE xpress will not be liable for any claims made by Client in any of the following circumstances:

- 1) Where the Client fails to submit the Claim to MTE xpress within the relevant time limits.
- 2) Where MTE xpress is in possession of an unendorsed proof of delivery form for the consignment.
- 3) Where the Goods consigned are Excluded Goods, where “Excluded Goods” means each of the following items:- Money, bullion, credit cards, pre-paid cards, jewelry, watches, precious stones, furs, treasury notes, securities; stamps, patterns or manuscripts, plans, designs, explosives and all livestock or plants, guns, ammunition, hazardous goods and dangerous goods / materials, negotiable instruments, gemstones, works of art, securities, drugs, all framed pictures; artwork, solar panels or parts, mirrors and negotiable instruments, including collectible coins, cellphones, furniture and antiques, including fossils or fossil pieces, are carried entirely at your risk. Second - hand goods that have not been declared as such to MTE xpress, who reserves the right to inspect secondhand goods before acceptance and to delay the transit time by one day to effect such inspection.
- 4) Where MTE xpress in its reasonable opinion considers the Packaging of the Goods to be inadequate for rail, air or road transportation. In the event of a claim for damage, the receiver must retain all inner and outer packaging materials as well as the damaged goods. Failure by the receiver to retain the original goods and packaging at the original delivery location or the failure to make the delivered goods available for inspection will invalidate the claim.
- 5) Where the Goods are determined by MTE xpress to have been defective prior to the Carriage.
- 6) Where damage, mechanical failure or other operational defect in the Goods could not, in the reasonable opinion of MTE xpress, have been caused by the Carriage.
- 7) Where MTE xpress fails, delays or is unable to carry out its obligations under this contract due to strikes and / or lockouts (whether of MTE xpress own employees or those of others and whether or not MTE xpress could have avoided the same by acceding to the demands of the employees responsible for such action), acts of God, war, terrorism, fire, flood, embargo, litigation, acts of government or any agency instrumentality or any political subdivision thereof or any other cause beyond the control MTE xpress.
- 8) Where the goods have been lost or damaged as a result of derailments, collisions, overturning or any similar incident.
- 9) Where the Goods have not been packed in the original manufacturer’s packaging or the equivalent.
- 10) Where the Delivery Address is a post office box, a roadside drop or postal mailbox.

Initials



5. **Amendments to Terms and Conditions of Contract**

MTE Xpress reserves the right to amend these terms and conditions of contract from time to time, without prior notice to the customer,

*\*Please initial all blocks on the bottom right-hand corner of the Standard Terms & Conditions of Service on the previous pages, paying close attention to each of the highlighted points\**

I, \_\_\_\_\_  
\_\_\_\_ (Full Name) fully understand the contents above, and hereby agree to the Terms and Conditions.

Signed at : \_\_\_\_\_

Signature : \_\_\_\_\_

Date : \_\_\_\_\_