



+27 87 378 1591



430 Martin Crescent, Tunney, Germiston,
Johannesburg, South Africa, 1614



csd@mtexpress.co.za



www.mtexpress.co.za



**FAST, RELIABLE AND
SECURE DELIVERY
SOLUTIONS**

MTE XPRESS (PTY) LTD

CREDIT APPLICATION, TERMS & CONDITIONS OF CREDIT, AND CONDITIONS OF CARRIAGE

Prepared by: MTE Xpress (Pty) Ltd

Confidential Document

This document contains confidential commercial information belonging to MTE Xpress (Pty) Ltd and may not be reproduced, copied, or distributed without the written consent of MTE Xpress.

TABLE OF CONTENTS

SECTION A – CREDIT APPLICATION

1. Company Details
2. Company Registration Information
3. Banking Details
4. Accounts Payable Information
5. Directors / Members / Owners
6. Trade References
7. Requested Credit Facility
8. Monthly Estimated Spend
9. Nature of Services Required
10. Declaration
11. Supporting Documents Required

SECTION B – TERMS OF CREDIT

12. Definitions
13. Granting of Credit
14. Credit Limit
15. Payment Terms
16. Interest on Overdue Accounts
17. Allocation of Payments





+27 87 378 1591



430 Martin Crescent, Tunney, Germiston,
Johannesburg, South Africa, 1614



csd@mtexpress.co.za



www.mtexpress.co.za



FAST, RELIABLE AND
SECURE DELIVERY
SOLUTIONS

18. Certificate of Balance
19. Recovery Costs
20. Suspension of Credit
21. Withdrawal of Credit Facilities
22. Insolvency
23. Business Rescue
24. Set-Off
25. Cession

SECTION C – CONDITIONS OF CARRIAGE

26. Scope of Services
27. Collection Procedures
28. Delivery Procedures
29. Transit Times
30. Proof of Delivery
31. Packaging Requirements
32. Dangerous Goods
33. Insurance
34. Liability
35. Claims Procedure
36. Force Majeure
37. Storage Charges
38. General Lien
39. POPIA
40. General Legal Conditions
41. Director's Suretyship
42. Signatures





+27 87 378 1591



430 Martin Crescent, Tunney, Germiston,
Johannesburg, South Africa, 1614



csd@mtexpress.co.za



www.mtexpress.co.za



FAST, RELIABLE AND
SECURE DELIVERY
SOLUTIONS

SECTION A

CREDIT APPLICATION

1. COMPANY DETAILS

Registered Company Name

Trading Name

Company Registration Number

VAT Registration Number

Income Tax Number

Industry

Years in Business

Number of Employees

Website

2. REGISTERED ADDRESS

Physical Address





+27 87 378 1591



430 Martin Crescent, Tunney, Germiston,
Johannesburg, South Africa, 1614



csd@mtexpress.co.za



www.mtexpress.co.za



FAST, RELIABLE AND
SECURE DELIVERY
SOLUTIONS

Postal Address

Telephone

General Email

Accounts Email

Dispatch Email

3. ACCOUNTS PAYABLE CONTACT

Accounts Contact Person

Position

Telephone

Cell Number

Email Address





+27 87 378 1591



430 Martin Crescent, Tunney, Germiston,
Johannesburg, South Africa, 1614



csd@mtexpress.co.za



www.mtexpress.co.za



FAST, RELIABLE AND
SECURE DELIVERY
SOLUTIONS

4. BANKING DETAILS

Bank

Branch

Branch Code

Account Holder

Account Number

Account Type

☐ Current

☐ Savings

☐ Transmission

5. DIRECTORS / MEMBERS / OWNERS

Director 1

Full Name

ID / Passport Number

Residential Address

Telephone

Email Address





+27 87 378 1591



430 Martin Crescent, Tunney, Germiston,
Johannesburg, South Africa, 1614



csd@mtexpress.co.za



www.mtexpress.co.za



FAST, RELIABLE AND
SECURE DELIVERY
SOLUTIONS

Director 2

Full Name

ID Number

Residential Address

Telephone

Email Address

Director 3 (if applicable)

Full Name

ID Number

Residential Address

Telephone

Email Address





+27 87 378 1591



430 Martin Crescent, Tunney, Germiston,
Johannesburg, South Africa, 1614



csd@mtexpress.co.za



www.mtexpress.co.za



FAST, RELIABLE AND
SECURE DELIVERY
SOLUTIONS

6. TRADE REFERENCES

Reference One

Company

Contact Person

Telephone

Email

Credit Limit

Reference Two

Company

Contact Person

Telephone

Email

Credit Limit





+27 87 378 1591



430 Martin Crescent, Tunney, Germiston,
Johannesburg, South Africa, 1614



csd@mtexpress.co.za



www.mtexpress.co.za



FAST, RELIABLE AND
SECURE DELIVERY
SOLUTIONS

Reference Three

Company

Contact Person

Telephone

Email

Credit Limit

7. CREDIT FACILITY REQUEST

Requested Credit Limit

R

Requested Payment Terms

☐ COD

☐ 7 Days

☐ 15 Days

☐ 30 Days

☐ Other

Expected Monthly Spend

R

Maximum Shipment Value

R

Average Shipments Per Month





+27 87 378 1591



430 Martin Crescent, Tunney, Germiston,
Johannesburg, South Africa, 1614



csd@mtexpress.co.za



www.mtexpress.co.za



FAST, RELIABLE AND
SECURE DELIVERY
SOLUTIONS

8. SERVICES REQUIRED

Please tick all services required.

- ☐ Overnight Express
- ☐ Same Day
- ☐ Economy Road
- ☐ Road Freight
- ☐ Pallet Distribution
- ☐ Full Truck Loads
- ☐ Dedicated Vehicles
- ☐ Warehousing
- ☐ Fulfilment
- ☐ Cross Border
- ☐ International
- ☐ Reverse Logistics
- ☐ Dangerous Goods
- ☐ Medical Logistics
- ☐ Ecommerce Deliveries
- ☐ Collections

Other

9. PURCHASE ORDER REQUIREMENTS

Do all invoices require a Purchase Order?

- ☐ Yes
- ☐ No

If Yes, please explain





+27 87 378 1591



430 Martin Crescent, Tunney, Germiston,
Johannesburg, South Africa, 1614



csd@mtexpress.co.za



www.mtexpress.co.za



FAST, RELIABLE AND
SECURE DELIVERY
SOLUTIONS

10. SUPPORTING DOCUMENTS

The following documents **must accompany this application** before a credit facility can be considered:

- ☐ Company Registration Documents
- ☐ VAT Registration Certificate
- ☐ Certified ID Copies of Directors
- ☐ Bank Confirmation Letter (not older than 3 months)
- ☐ Proof of Business Address
- ☐ Latest Management Accounts (if requested)
- ☐ Signed Credit Application
- ☐ Signed Terms & Conditions
- ☐ Signed Suretyship (if required)

11. DECLARATION

I/We hereby warrant that the information supplied in this application is true and correct.

I/We further acknowledge that:

- Submission of this application does not automatically entitle the Applicant to a credit facility.
- MTE Xpress reserves the right to approve, decline, amend or withdraw any credit facility at its sole discretion.
- MTE Xpress may conduct credit bureau enquiries and financial checks before approving this application.
- The Applicant agrees to be bound by the Terms and Conditions of Credit and the Conditions of Carriage attached to this application.
- The Applicant confirms that the signatory is duly authorised to bind the company to this agreement.
- The Applicant undertakes to notify MTE Xpress in writing of any change in ownership, directors, banking details or trading status within 7 days of such change.





+27 87 378 1591



430 Martin Crescent, Tunney, Germiston,
Johannesburg, South Africa, 1614



csd@mtexpress.co.za



www.mtexpress.co.za



FAST, RELIABLE AND
SECURE DELIVERY
SOLUTIONS

Authorised Signatory: _____

Full Name: _____

Designation: _____

Company: _____

Signature: _____

Date: _____

Company Stamp





+27 87 378 1591



430 Martin Crescent, Tunney, Germiston,
Johannesburg, South Africa, 1614



csd@mtexpress.co.za



www.mtexpress.co.za



**FAST, RELIABLE AND
SECURE DELIVERY
SOLUTIONS**

SECTION B

TERMS AND CONDITIONS OF CREDIT

12. DEFINITIONS

For the purposes of this Agreement, unless the context indicates otherwise:

12.1 "Agreement" means this Credit Application, together with the Terms and Conditions of Credit, Conditions of Carriage, any quotations, waybills, service level agreements, annexures and any amendments thereto.

12.2 "Business Day" means any day other than a Saturday, Sunday or official public holiday in the Republic of South Africa.

12.3 "Customer" means the Applicant, its successors, permitted assigns, directors, employees, agents and any person acting on its behalf.

12.4 "Company" means MTE Xpress (Pty) Ltd.

12.5 "Consignment" means any parcel, pallet, carton, document, freight, cargo or goods accepted by MTE Xpress for transportation or storage.

12.6 "Goods" means any property transported, handled, stored or delivered by MTE Xpress.

12.7 "Invoice" means any tax invoice, statement, debit note or other amount owing to MTE Xpress.

12.8 "Credit Facility" means the credit limit approved by MTE Xpress.

12.9 "Services" means all courier, express, freight, warehousing, fulfilment, transport, logistics and related services rendered by MTE Xpress.

13. APPLICATION FOR CREDIT

13.1 Submission of this application does not constitute approval of a credit facility.

13.2 MTE Xpress reserves the absolute right to approve or decline any application without providing reasons.

13.3 Credit facilities are granted entirely at the discretion of MTE Xpress.

13.4 Any approved credit facility may be amended, suspended or withdrawn without prior notice where MTE Xpress considers its financial risk to have increased.

13.5 Approval of credit on one occasion shall not create any obligation upon MTE Xpress to continue extending credit.





+27 87 378 1591



430 Martin Crescent, Tunney, Germiston,
Johannesburg, South Africa, 1614



csd@mtexpress.co.za



www.mtexpress.co.za



**FAST, RELIABLE AND
SECURE DELIVERY
SOLUTIONS**

14. CREDIT LIMIT

14.1 MTE Xpress shall determine the Customer's credit limit.

14.2 The approved credit limit may be reviewed at any time.

14.3 Exceeding the approved credit limit shall not oblige MTE Xpress to continue providing services.

14.4 MTE Xpress may require immediate payment before accepting additional consignments once the approved limit has been reached.

14.5 Credit limits may be reduced or cancelled immediately where payment history deteriorates.

15. PAYMENT TERMS

15.1 Unless otherwise agreed in writing, all invoices shall be payable strictly within **30 (Thirty) Days from Date of Statement**.

15.2 Time shall be of the essence in respect of payment.

15.3 Payment shall be made without deduction, withholding, counterclaim or set-off.

15.4 Payment shall only be regarded as received once cleared funds reflect in the nominated MTE Xpress bank account.

15.5 EFT shall be the preferred payment method.

15.6 The Customer shall submit proof of payment and remittance advice to:

accounts@mtexpress.co.za

immediately after payment.

15.7 Payments shall be allocated at the sole discretion of MTE Xpress.

16. INTEREST ON OVERDUE ACCOUNTS

16.1 Any overdue account shall attract interest at the maximum rate permitted under the National Credit Act (where applicable) or the Prescribed Rate of Interest Act.

16.2 Interest shall accrue daily and be compounded monthly.

16.3 Interest shall remain payable notwithstanding judgment.





+27 87 378 1591



430 Martin Crescent, Tunney, Germiston,
Johannesburg, South Africa, 1614



csd@mtexpress.co.za



www.mtexpress.co.za



FAST, RELIABLE AND
SECURE DELIVERY
SOLUTIONS

17. ALLOCATION OF PAYMENTS

Any payment received may be allocated by MTE Xpress against:

- Interest
- Legal Costs
- Collection Costs
- Oldest Outstanding Invoice
- Capital

in whatever order MTE Xpress deems appropriate.

18. CERTIFICATE OF BALANCE

A certificate signed by any Director, Financial Manager, Credit Manager or authorised representative of MTE Xpress reflecting the amount owing shall constitute **prima facie proof** of the indebtedness of the Customer for the purposes of obtaining judgment or any other legal proceedings.

19. LEGAL COSTS

Should legal proceedings become necessary to recover any outstanding amounts:

The Customer agrees to pay:

- Attorney and Client Costs
- Counsel Fees
- Collection Commission
- Tracing Fees
- Sheriff Costs
- Interest
- VAT

and all other expenses reasonably incurred.





+27 87 378 1591



430 Martin Crescent, Tunney, Germiston,
Johannesburg, South Africa, 1614



csd@mtexpress.co.za



www.mtexpress.co.za



**FAST, RELIABLE AND
SECURE DELIVERY
SOLUTIONS**

20. DEFAULT

The Customer shall immediately be in default if:

- Payment is overdue.
- Any cheque or EFT is dishonoured.
- False information is supplied.
- The Customer commits any breach of this Agreement.
- The Customer exceeds its approved credit limit.
- A director resigns without notice.
- Ownership changes without notification.
- The Customer ceases trading.
- The Customer becomes financially distressed.

21. SUSPENSION OF SERVICES

Without prejudice to any rights available at law, MTE Xpress may immediately:

- Suspend all collections.
- Suspend deliveries.
- Cancel bookings.
- Hold consignments.
- Refuse future services.

until all outstanding amounts have been settled.

No liability shall arise against MTE Xpress for exercising these rights.

22. WITHDRAWAL OF CREDIT

MTE Xpress may withdraw any credit facility immediately if:

- Payment history becomes unsatisfactory.
- Financial information indicates increased risk.
- Credit insurer recommendations change.
- Credit bureau reports deteriorate.





+27 87 378 1591



430 Martin Crescent, Tunney, Germiston,
Johannesburg, South Africa, 1614



csd@mtexpress.co.za



www.mtexpress.co.za



**FAST, RELIABLE AND
SECURE DELIVERY
SOLUTIONS**

- Insolvency proceedings commence.
- Business Rescue proceedings commence.
- A judgment is granted against the Customer.
- A liquidation application is launched.

23. BUSINESS RESCUE, INSOLVENCY OR LIQUIDATION

Should the Customer:

- Enter Business Rescue;
- Be placed under liquidation;
- Apply for sequestration;
- Be provisionally or finally wound up;
- Enter into a compromise with creditors;
- Commit an act of insolvency;

All outstanding amounts owing to MTE Xpress shall immediately become due and payable without notice.

24. SET-OFF

MTE Xpress may, at its discretion, set off any amount owing to the Customer against any amount owed by the Customer to MTE Xpress.

25. CREDIT BUREAU ENQUIRIES

The Customer hereby irrevocably authorises MTE Xpress to:

- Conduct credit bureau enquiries.
- Obtain banking references.
- Verify financial information.
- Obtain trade references.
- Conduct identity verification.
- Verify directors.
- Conduct fraud prevention enquiries.





+27 87 378 1591



430 Martin Crescent, Tunney, Germiston,
Johannesburg, South Africa, 1614



csd@mtexpress.co.za



www.mtexpress.co.za



**FAST, RELIABLE AND
SECURE DELIVERY
SOLUTIONS**

The Customer further consents to MTE Xpress submitting payment performance information to recognised credit bureaux where permitted by law.

26. CHANGE OF OWNERSHIP

The Customer undertakes to notify MTE Xpress in writing within **7 (Seven) Business Days** of any:

- Change in ownership.
- Change in shareholders.
- Change in directors.
- Change in banking details.
- Change in registered address.
- Change in trading name.
- Sale of business.

Failure to do so shall constitute a material breach of this Agreement.

27. CESSION AND ASSIGNMENT

The Customer shall not cede, assign or transfer any rights or obligations arising from this Agreement without the prior written consent of MTE Xpress.

MTE Xpress may cede or assign any rights arising from this Agreement to any financier, holding company, subsidiary, collection agency or successor in title without obtaining the Customer's consent.

28. ENTIRE CREDIT AGREEMENT

These Credit Terms shall remain binding until terminated in writing by MTE Xpress and shall apply to all future services rendered unless expressly replaced by a subsequent written agreement signed by both parties.





+27 87 378 1591



430 Martin Crescent, Tunney, Germiston,
Johannesburg, South Africa, 1614



csd@mtexpress.co.za



www.mtexpress.co.za



**FAST, RELIABLE AND
SECURE DELIVERY
SOLUTIONS**

SECTION C

STANDARD CONDITIONS OF CARRIAGE

29. APPLICABILITY

29.1 These Conditions of Carriage shall apply to every quotation, booking, collection, waybill, shipment, consignment, transport instruction, service request and agreement entered into between MTE Xpress and the Customer.

29.2 Acceptance of a quotation, booking of a collection, issue of a waybill or handing over of goods shall constitute acceptance of these Conditions.

29.3 These Conditions shall prevail over any terms contained in the Customer's purchase order, service instruction or other documentation unless expressly agreed to in writing by a Director of MTE Xpress.

30. SCOPE OF SERVICES

MTE Xpress provides, but is not limited to, the following services:

- Overnight Courier
- Same Day Delivery
- Economy Road Freight
- Air Freight
- Express Freight
- Linehaul Transport
- Dedicated Vehicle Services
- Warehousing
- Distribution
- Fulfilment
- Reverse Logistics
- Collection Services
- Cross Border Services
- International Freight
- Medical Logistics
- Dangerous Goods Transport (Subject to Approval)





+27 87 378 1591



430 Martin Crescent, Tunney, Germiston,
Johannesburg, South Africa, 1614



csd@mtexpress.co.za



www.mtexpress.co.za



**FAST, RELIABLE AND
SECURE DELIVERY
SOLUTIONS**

The Company reserves the right to amend, suspend or discontinue any service offering at its discretion.

31. ACCEPTANCE OF GOODS

31.1 MTE Xpress reserves the right to refuse any consignment.

31.2 Acceptance of goods shall not imply acceptance of their declared value, condition or legality.

31.3 MTE Xpress may inspect, weigh, measure or scan any shipment without prior notice.

31.4 Acceptance of goods is subject to operational capacity, legislative requirements and safety considerations.

32. COLLECTION OF GOODS

32.1 Collection requests shall only become binding once confirmed by MTE Xpress.

32.2 Collection times provided are estimated only.

32.3 The Customer shall ensure:

- Goods are available.
- Goods are packed.
- Documentation is completed.
- Collection address is correct.
- A responsible person is present.

32.4 Should a vehicle arrive and the shipment is not ready, MTE Xpress reserves the right to levy a failed collection or waiting time charge.

33. DELIVERY OF GOODS

33.1 Delivery shall be deemed complete once:

- Signed by the consignee;
- Accepted electronically;
- Delivered according to written delivery instructions;
- Delivered to reception or security where authorised.





+27 87 378 1591



430 Martin Crescent, Tunney, Germiston,
Johannesburg, South Africa, 1614



csd@mtexpress.co.za



www.mtexpress.co.za



**FAST, RELIABLE AND
SECURE DELIVERY
SOLUTIONS**

33.2 Signature by any employee, receptionist, security officer or authorised representative shall constitute valid proof of delivery.

33.3 MTE Xpress shall not be obliged to verify the authority of the person accepting delivery.

34. TRANSIT TIMES

34.1 All transit times are estimates only.

34.2 Transit times are calculated under normal operating conditions.

34.3 Delays may occur due to:

- Weather conditions
- Traffic congestion
- Road closures
- Accidents
- Vehicle breakdowns
- Civil unrest
- Strikes
- Load shedding
- Border delays
- Customs inspections
- Ferry or airline delays
- Security incidents
- Government restrictions
- Any event beyond the reasonable control of MTE Xpress.

34.4 No delay shall entitle the Customer to cancel any invoice or claim consequential damages.

35. PROOF OF DELIVERY

The following shall constitute valid Proof of Delivery (POD):

- Physical signature.
- Electronic signature.





+27 87 378 1591



430 Martin Crescent, Tunney, Germiston,
Johannesburg, South Africa, 1614



csd@mtexpress.co.za



www.mtexpress.co.za



**FAST, RELIABLE AND
SECURE DELIVERY
SOLUTIONS**

- Digital capture.
- GPS confirmation.
- Barcode scan.
- Photograph of delivery.
- Time stamp.
- Electronic device acknowledgement.

Electronic PODs shall have the same legal effect as handwritten signatures.

36. CUSTOMER PACKAGING RESPONSIBILITIES

The Customer warrants that all goods:

- Are securely packaged.
- Are suitable for transportation.
- Are adequately protected.
- Are correctly labelled.
- Have sufficient internal protection.
- Are appropriately palletised where required.

MTE Xpress shall not be liable for damage caused by:

- Poor packaging.
- Inadequate wrapping.
- Loose contents.
- Fragile packing.
- Incorrect palletisation.
- Improper stacking.

37. ADDRESSING OF SHIPMENTS

The Customer shall ensure every shipment clearly reflects:

- Sender Name
- Sender Address
- Consignee Name





+27 87 378 1591



430 Martin Crescent, Tunney, Germiston,
Johannesburg, South Africa, 1614



csd@mtexpress.co.za



www.mtexpress.co.za



**FAST, RELIABLE AND
SECURE DELIVERY
SOLUTIONS**

- Delivery Address
- Postal Code
- Contact Person
- Contact Number
- Waybill Number
- Purchase Order Number (where applicable)

Incorrect addressing may result in delays or additional charges.

38. VOLUMETRIC WEIGHT

Charges shall be based on whichever is greater:

- Actual Weight

or

- Volumetric Weight

Volumetric calculations shall be determined using the standard MTE Xpress volumetric formula applicable to the service selected.

MTE Xpress reserves the right to re-weigh or re-measure any shipment.

39. WAITING TIME

Vehicles are allowed reasonable loading and offloading time.

Where delays exceed the allocated free period, waiting time charges may be levied.

The applicable waiting time tariffs shall be determined by the prevailing MTE Xpress Rate Schedule.

40. FAILED COLLECTIONS

A failed collection shall occur where:

- Goods are unavailable.
- Collection address is incorrect.
- Customer cancels after dispatch.
- No representative is available.





+27 87 378 1591



430 Martin Crescent, Tunney, Germiston,
Johannesburg, South Africa, 1614



csd@mtexpress.co.za



www.mtexpress.co.za



**FAST, RELIABLE AND
SECURE DELIVERY
SOLUTIONS**

- Shipment is not packed.

MTE Xpress reserves the right to recover all costs associated with failed collections.

41. FAILED DELIVERIES

A failed delivery shall occur where:

- Premises are closed.
- Consignee unavailable.
- Incorrect address supplied.
- Delivery refused.
- Customer requests postponement.
- Security restrictions prevent access.

Additional delivery charges may apply.

42. REDELIVERY

Where a second or subsequent delivery attempt is requested, additional delivery charges shall be payable.

Storage charges may also become applicable.

43. STORAGE

Should delivery not be possible for any reason beyond the control of MTE Xpress:

The Company may:

- Store the goods;
- Return them to origin;
- Transfer them to secure storage.

All associated costs shall be for the Customer's account.

44. RETURN TO SENDER

Where delivery cannot be completed after reasonable attempts, MTE Xpress may return the shipment to the sender.





+27 87 378 1591



430 Martin Crescent, Tunney, Germiston,
Johannesburg, South Africa, 1614



csd@mtexpress.co.za



www.mtexpress.co.za



**FAST, RELIABLE AND
SECURE DELIVERY
SOLUTIONS**

The Customer shall remain liable for:

- Original transport charges;
- Return transport charges;
- Storage charges;
- Handling charges.

45. SUBCONTRACTING

MTE Xpress may appoint:

- Third-party carriers;
- Airlines;
- Freight forwarders;
- Owner Drivers;
- Warehousing providers;
- Distribution partners;
- International agents,

to perform any portion of the Services.

Such appointment shall not constitute a breach of this Agreement.

46. FUEL SURCHARGE

All rates quoted are subject to adjustment in accordance with fluctuations in fuel prices.

Fuel surcharge percentages may be amended without prior notice.

Updated fuel surcharges shall apply from the effective date published by MTE Xpress.

47. REMOTE AREA SURCHARGES

Deliveries to remote, outlying or high-risk areas may attract additional charges.

Such charges shall be communicated where reasonably practicable.





+27 87 378 1591



430 Martin Crescent, Tunney, Germiston,
Johannesburg, South Africa, 1614



csd@mtexpress.co.za



www.mtexpress.co.za



**FAST, RELIABLE AND
SECURE DELIVERY
SOLUTIONS**

48. SATURDAY, AFTER-HOURS AND PUBLIC HOLIDAY SERVICES

Collections or deliveries outside normal business hours may attract additional charges.

Acceptance of such bookings shall remain subject to operational availability.

49. CUSTOMER OBLIGATIONS

The Customer warrants that:

- all information supplied is true and accurate;
- goods are legally transportable;
- consignments comply with applicable legislation;
- goods are properly packed and labelled;
- all weights and dimensions declared are accurate;
- dangerous goods are declared in advance;
- all necessary permits and licences have been obtained.

The Customer indemnifies MTE Xpress against any loss arising from inaccurate or misleading information supplied by the Customer.

50. RIGHT TO REFUSE CARRIAGE

MTE Xpress reserves the right to refuse carriage of any consignment where:

- the goods are prohibited or unlawful;
- the goods are inadequately packaged;
- the shipment poses a safety or security risk;
- required documentation is incomplete;
- the Customer's account is overdue;
- the Customer exceeds its approved credit limit; or
- carriage would place MTE Xpress or its employees in breach of any law or regulatory requirement.

Refusal of carriage shall not give rise to any claim for damages against MTE Xpress.





+27 87 378 1591



430 Martin Crescent, Tunney, Germiston,
Johannesburg, South Africa, 1614



csd@mtexpress.co.za



www.mtexpress.co.za



FAST, RELIABLE AND
SECURE DELIVERY
SOLUTIONS

SECTION D

LIABILITY, INSURANCE, DANGEROUS GOODS, CLAIMS & INDEMNITIES

51. RISK

51.1 Unless otherwise agreed in writing, all Goods are accepted for carriage subject to these Terms and Conditions.

51.2 MTE Xpress acts as a carrier and logistics service provider and **not as an insurer** of any Consignment.

51.3 The Customer acknowledges that transportation of Goods involves inherent risks including, but not limited to, theft, hijacking, accident, fire, flood, weather conditions, mechanical failure, civil unrest and other events beyond the reasonable control of MTE Xpress.

51.4 The Customer is responsible for determining whether additional transit insurance is required for any Consignment.

52. LIMITATION OF LIABILITY

52.1 Subject to the provisions of this Agreement, the maximum liability of MTE Xpress for physical loss of or damage to any Consignment shall not exceed the lower of:

- the declared value of the Goods (where accepted by MTE Xpress in writing); or
- the insured value where transit insurance has been arranged through MTE Xpress; or
- **R1,000.00 (One Thousand Rand) per Consignment**, where no additional transit insurance has been purchased and confirmed in writing.

52.2 Under no circumstances shall MTE Xpress be liable for any amount exceeding the actual proven value of the Goods.

52.3 Any increase to the standard liability limit shall only be valid where:

- the Customer has requested additional insurance before collection;
- the value of the Goods has been accurately declared; and
- the applicable insurance premium has been paid and accepted by MTE Xpress.





+27 87 378 1591



430 Martin Crescent, Tunney, Germiston,
Johannesburg, South Africa, 1614



csd@mtexpress.co.za



www.mtexpress.co.za



FAST, RELIABLE AND
SECURE DELIVERY
SOLUTIONS

53. EXCLUDED LIABILITY

To the fullest extent permitted by law, MTE Xpress shall not be liable for:

- indirect losses;
- consequential damages;
- special damages;
- punitive damages;
- loss of profit;
- loss of income;
- loss of contracts;
- business interruption;
- reputational damage;
- loss of goodwill;
- production delays;
- penalties imposed by third parties; or
- any economic loss suffered by the Customer.

54. EVENTS FOR WHICH MTE XPRESS SHALL NOT BE LIABLE

Without limiting the generality of the foregoing, MTE Xpress shall not be liable for loss, damage or delay arising from:

- theft;
- armed robbery;
- hijacking;
- attempted hijacking;
- fire;
- explosion;
- flooding;
- storms;
- lightning;
- hail;





+27 87 378 1591



430 Martin Crescent, Tunney, Germiston,
Johannesburg, South Africa, 1614



csd@mtexpress.co.za



www.mtexpress.co.za



FAST, RELIABLE AND
SECURE DELIVERY
SOLUTIONS

- earthquakes;
- Acts of God;
- war;
- terrorism;
- sabotage;
- riots;
- civil commotion;
- strikes;
- labour disputes;
- public demonstrations;
- road closures;
- traffic congestion;
- customs inspections;
- border delays;
- airline delays;
- ferry delays;
- governmental restrictions;
- embargoes;
- pandemics;
- epidemics;
- load shedding;
- cyber-attacks;
- computer failures;
- telecommunications failures;
- mechanical breakdowns;
- accidents involving third parties;
- criminal acts of third parties beyond the reasonable control of MTE Xpress.





+27 87 378 1591



430 Martin Crescent, Tunney, Germiston,
Johannesburg, South Africa, 1614



csd@mtexpress.co.za



www.mtexpress.co.za



**FAST, RELIABLE AND
SECURE DELIVERY
SOLUTIONS**

55. CUSTOMER PACKAGING

The Customer warrants that all Goods are packaged to withstand normal transport conditions.

MTE Xpress shall not be liable for damage arising from:

- insufficient packaging;
- inadequate cushioning;
- improper palletisation;
- overloading of cartons;
- defective packaging materials;
- leaking containers;
- fragile packaging;
- improper securing of cargo.

56. CUSTOMER WARRANTIES

The Customer warrants that:

- it is the lawful owner of the Goods or is authorised to tender them for transport;
- all information supplied is accurate;
- weights and dimensions are correct;
- declared values are true;
- all Goods comply with applicable legislation;
- the Goods do not infringe any intellectual property rights;
- the Goods are free from contamination unless declared.

57. PROHIBITED GOODS

Unless expressly agreed in writing, MTE Xpress will not transport:

- cash;
- bank notes;
- coins;
- negotiable instruments;





+27 87 378 1591



430 Martin Crescent, Tunney, Germiston,
Johannesburg, South Africa, 1614



csd@mtexpress.co.za



www.mtexpress.co.za



FAST, RELIABLE AND
SECURE DELIVERY
SOLUTIONS

- gold;
- silver;
- platinum;
- diamonds;
- gemstones;
- jewellery;
- firearms;
- ammunition;
- explosives;
- illegal narcotics;
- counterfeit goods;
- hazardous waste;
- radioactive material;
- human remains;
- live animals;
- live plants;
- perishable food;
- tobacco products;
- alcohol;
- goods prohibited by law.

Should any such Goods be accepted inadvertently, MTE Xpress reserves the right to refuse carriage, confiscate where required by law, return the Goods at the Customer's cost, or surrender them to the relevant authorities.

58. DANGEROUS GOODS

Dangerous Goods shall only be accepted by prior written arrangement.

The Customer warrants that all Dangerous Goods:

- comply with SANS;
- comply with IATA regulations where applicable;





+27 87 378 1591



430 Martin Crescent, Tunney, Germiston,
Johannesburg, South Africa, 1614



csd@mtexpress.co.za



www.mtexpress.co.za



FAST, RELIABLE AND
SECURE DELIVERY
SOLUTIONS

- comply with IMDG requirements where applicable;
- are correctly classified;
- are correctly labelled;
- are packaged in approved containers;
- are accompanied by Safety Data Sheets (SDS);
- include the relevant UN Number and hazard class.

Failure to comply shall constitute a material breach of this Agreement.

59. UNDECLARED DANGEROUS GOODS

Where Dangerous Goods are tendered without proper declaration, the Customer shall indemnify MTE Xpress against:

- injury;
- death;
- environmental damage;
- regulatory fines;
- clean-up costs;
- disposal costs;
- legal costs;
- third-party claims; and
- any direct or indirect losses arising from such non-disclosure.

MTE Xpress may immediately isolate, dispose of, destroy or surrender such Goods where reasonably necessary to protect persons, property or the environment.

60. TRANSIT INSURANCE

Transit insurance is **not automatically included** in any quotation or service unless expressly confirmed in writing.

Where insurance is requested:

- the Customer must declare the full replacement value of the Goods;
- insurance is subject to insurer acceptance;
- the applicable premium must be paid before collection.





+27 87 378 1591



430 Martin Crescent, Tunney, Germiston,
Johannesburg, South Africa, 1614



csd@mtexpress.co.za



www.mtexpress.co.za



**FAST, RELIABLE AND
SECURE DELIVERY
SOLUTIONS**

Failure to declare the correct value may result in reduced claim settlements in accordance with the insurer's terms.

61. CLAIMS PROCEDURE

All claims must be submitted in writing to:

claims@mtexpress.co.za

within the following timeframes:

- visible damage – within **24 hours** of delivery;
- concealed damage – within **48 hours** of delivery;
- shortages – within **24 hours** of delivery;
- non-delivery – within **7 calendar days** after the expected delivery date.

No claim shall be entertained after **30 calendar days** from the date of collection.

62. CLAIM DOCUMENTATION

The following documents must accompany every claim:

- completed claim form;
- original waybill;
- proof of delivery;
- tax invoice;
- proof of value;
- photographs of the damage;
- photographs of the packaging;
- repair quotation (where applicable);
- replacement quotation (where applicable);
- any additional documentation reasonably requested by MTE Xpress or its insurer.

Failure to provide the required documentation may result in the claim being rejected.





+27 87 378 1591



430 Martin Crescent, Tunney, Germiston,
Johannesburg, South Africa, 1614



csd@mtexpress.co.za



www.mtexpress.co.za



**FAST, RELIABLE AND
SECURE DELIVERY
SOLUTIONS**

63. INSPECTION OF GOODS

The Customer shall retain the Goods and all packaging for inspection by MTE Xpress or its insurer.

No Goods may be disposed of, repaired, altered or destroyed before such inspection without the prior written consent of MTE Xpress.

64. MITIGATION OF LOSS

The Customer shall take all reasonable steps to minimise any loss or damage.

Failure to mitigate damages may reduce or extinguish any entitlement to compensation.

65. INDEMNITY

The Customer hereby indemnifies and holds harmless MTE Xpress, its directors, shareholders, employees, agents, subcontractors and service providers against any loss, claim, demand, liability, penalty, damage, fine or expense arising from:

- inaccurate shipment information;
- unlawful Goods;
- prohibited Goods;
- dangerous Goods;
- inadequate packaging;
- incorrect documentation;
- customs declarations;
- negligence of the Customer;
- acts or omissions of the Customer or its representatives; and
- any breach of this Agreement.

66. SUBROGATION

Where MTE Xpress settles any claim under transit insurance, the insurer shall be entitled to exercise all rights of recovery against any third party responsible for the loss.

The Customer agrees to provide all reasonable assistance required in pursuing such recovery.





+27 87 378 1591



430 Martin Crescent, Tunney, Germiston,
Johannesburg, South Africa, 1614



csd@mtexpress.co.za



www.mtexpress.co.za



**FAST, RELIABLE AND
SECURE DELIVERY
SOLUTIONS**

SECTION E

GENERAL LEGAL TERMS, POPIA, SURETYSHIP, DIRECTOR'S RESOLUTION & EXECUTION

67. PROTECTION OF PERSONAL INFORMATION (POPIA)

67.1 The Customer acknowledges that MTE Xpress will collect, process, store and use personal information for the purposes of:

- processing this Credit Application;
- providing courier, freight and logistics services;
- administering customer accounts;
- verifying identity and banking details;
- conducting credit assessments;
- obtaining trade and bank references;
- debt collection and legal proceedings;
- fraud prevention;
- compliance with legal and regulatory obligations.

67.2 The Customer consents to MTE Xpress sharing relevant information with:

- registered credit bureaux;
- debt collection agencies;
- attorneys;
- insurers;
- auditors;
- financial institutions;
- subcontracted logistics partners where necessary to perform the Services.

67.3 MTE Xpress undertakes to process all personal information in accordance with the Protection of Personal Information Act, 4 of 2013 ("POPIA").

67.4 The Customer shall immediately notify MTE Xpress of any changes to personal or company information previously supplied.





+27 87 378 1591



430 Martin Crescent, Tunney, Germiston,
Johannesburg, South Africa, 1614



csd@mtexpress.co.za



www.mtexpress.co.za



**FAST, RELIABLE AND
SECURE DELIVERY
SOLUTIONS**

68. ELECTRONIC COMMUNICATIONS

The Customer agrees that:

- email communications shall constitute written notice;
- electronic quotations are valid and binding;
- electronic acceptance of quotations is binding;
- electronic signatures shall have the same force and effect as handwritten signatures;
- electronically generated Proof of Delivery (POD), GPS records, barcode scans and system-generated records shall be admissible as evidence in any legal proceedings.

69. GENERAL LIEN

69.1 MTE Xpress shall have a general and particular lien over all Goods in its possession, custody or control for any amount owing by the Customer, whether arising from the Consignment in question or any other indebtedness.

69.2 MTE Xpress may retain possession of the Goods until all outstanding amounts have been paid in full.

69.3 Should payment not be received within 30 (Thirty) calendar days after written demand, MTE Xpress may, subject to applicable law:

- sell the Goods by public auction or private treaty; or
- otherwise dispose of the Goods in a commercially reasonable manner,

and apply the proceeds towards the outstanding debt, storage charges, legal costs and expenses. Any surplus shall be paid to the Customer, and any shortfall shall remain payable by the Customer.

70. ABANDONED GOODS

Where Goods remain uncollected or delivery cannot be effected after reasonable efforts, and the Customer fails to provide written instructions within 30 (Thirty) calendar days, the Goods shall be deemed abandoned.

MTE Xpress may:

- continue charging storage fees;
- return the Goods to the sender at the Customer's expense;
- dispose of the Goods where lawful; or
- sell the Goods to recover outstanding charges.





+27 87 378 1591



430 Martin Crescent, Tunney, Germiston,
Johannesburg, South Africa, 1614



csd@mtexpress.co.za



www.mtexpress.co.za



FAST, RELIABLE AND
SECURE DELIVERY
SOLUTIONS

71. FORCE MAJEURE

MTE Xpress shall not be liable for any failure or delay in performing its obligations where such failure or delay arises from circumstances beyond its reasonable control, including but not limited to:

- Acts of God;
- floods;
- fires;
- earthquakes;
- pandemics;
- epidemics;
- war;
- terrorism;
- sabotage;
- civil unrest;
- riots;
- strikes;
- labour disputes;
- government action;
- changes in legislation;
- customs delays;
- border closures;
- transport disruptions;
- cyber-attacks;
- utility failures;
- load shedding; or
- any event that materially affects the performance of the Services.





+27 87 378 1591



430 Martin Crescent, Tunney, Germiston,
Johannesburg, South Africa, 1614



csd@mtexpress.co.za



www.mtexpress.co.za



**FAST, RELIABLE AND
SECURE DELIVERY
SOLUTIONS**

72. RIGHT TO INSPECT GOODS

MTE Xpress reserves the right to open, inspect, scan or X-ray any Consignment where reasonably necessary to:

- verify the contents;
- ensure compliance with legislation;
- protect its employees, contractors or customers;
- comply with customs, aviation or security requirements; or
- investigate suspected fraud or unlawful conduct.

Such inspection shall not render MTE Xpress liable for any damage reasonably caused during the inspection.

73. NO WAIVER

No relaxation, extension of time, indulgence or failure by MTE Xpress to enforce any provision of this Agreement shall constitute a waiver of its rights.

Any waiver shall only be valid if reduced to writing and signed by a Director of MTE Xpress.

74. NO AUTHORITY TO VARY

No employee, driver, operations manager, sales representative, customer service consultant or other representative of MTE Xpress shall have the authority to amend, vary or waive any provision of this Agreement unless such amendment or waiver is in writing and signed by a duly authorised Director of MTE Xpress.

75. SEVERABILITY

Should any provision of this Agreement be declared invalid, unlawful or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

76. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, representations and agreements relating to the subject matter hereof.

No amendment shall be of any force or effect unless reduced to writing and signed by both Parties.





+27 87 378 1591



430 Martin Crescent, Tunney, Germiston,
Johannesburg, South Africa, 1614



csd@mtexpress.co.za



www.mtexpress.co.za



FAST, RELIABLE AND
SECURE DELIVERY
SOLUTIONS

77. DOMICILIUM CITANDI ET EXECUTANDI

The Customer chooses its registered business address as its **domicilium citandi et executandi** for the service of all notices and legal process.

MTE Xpress chooses its registered office as reflected in its company records.

Either Party may change its domicile by giving not less than 7 (Seven) Business Days' written notice to the other Party.

78. GOVERNING LAW AND JURISDICTION

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

The Parties consent to the jurisdiction of the Magistrates' Court in respect of any claim falling within its jurisdiction. MTE Xpress shall, however, be entitled to institute proceedings in any other court of competent jurisdiction.

79. NOTICES

All notices in terms of this Agreement shall be in writing and may be delivered:

- by hand;
- by prepaid courier;
- by registered mail; or
- by email to the nominated email addresses.

A notice sent by email shall be deemed received on the Business Day following transmission unless the contrary is proved.

80. DIRECTOR'S RESOLUTION

To be completed where the Applicant is a company.

The Board of Directors of:

hereby resolves that:

1. The Company applies for a credit facility with MTE Xpress (Pty) Ltd.
2. The Company accepts the Terms and Conditions contained in this Agreement.





+27 87 378 1591



430 Martin Crescent, Tunney, Germiston,
Johannesburg, South Africa, 1614



csd@mtexpress.co.za



www.mtexpress.co.za



FAST, RELIABLE AND
SECURE DELIVERY
SOLUTIONS

3. _____ is duly authorised to complete, sign and deliver this Credit Application and all related documentation on behalf of the Company.
4. The Company agrees that the authorised signatory shall bind the Company to all obligations arising from this Agreement.

Signed at: _____

Date: _____

Chairperson / Director: _____

Signature: _____

81. DEED OF SURETYSHIP (OPTIONAL)

To be completed where required by MTE Xpress.

I/We, the undersigned:

(ID Number: _____)

hereby bind myself/ourselves jointly and severally as **Surety and Co-Principal Debtor** in favour of MTE Xpress (Pty) Ltd for the due and punctual payment of all amounts now or hereafter owing by the Customer to MTE Xpress.

This Suretyship shall remain in force until cancelled in writing by MTE Xpress and shall survive the liquidation, deregistration or business rescue of the Customer.

Signed at: _____

Date: _____

Surety Signature: _____

Witness 1: _____

Witness 2: _____





+27 87 378 1591



430 Martin Crescent, Tunney, Germiston,
Johannesburg, South Africa, 1614



csd@mtexpress.co.za



www.mtexpress.co.za



FAST, RELIABLE AND
SECURE DELIVERY
SOLUTIONS

82. FINAL DECLARATION

I/We hereby declare that:

- all information supplied in this application is true and correct;
- I/We have read and understood this Credit Application, the Terms of Credit and the Conditions of Carriage;
- I/We accept and agree to be bound by all provisions contained herein;
- I/We warrant that I/We have the necessary authority to sign this Agreement on behalf of the Applicant.

APPLICANT DETAILS

Company Name: _____

Authorised Signatory: _____

Designation: _____

Signature: _____

Date: _____

Company Stamp

FOR OFFICE USE ONLY

Application Received By: _____

Date Received: _____

Credit Limit Approved: _____

Payment Terms Approved: _____

Account Number: _____

Credit Approved By: _____

Signature: _____

Date: _____

