



CUSTOMER APPLICATION FORM

INCLUDING A DEED OF SURETYSHIP

TO ALL CUSTOMERS SEEKING REGISTRATION ON APPROVED CUSTOMERS DATABASE OF BIG BLUE TRUCKING

Attached:

- A. Big Blue Trucking Customer Registration forms and Suretyship
- B. Big Blue Trucking Standard Terms and Conditions of Trade

IMPORTANT NOTICE

- **Submission of these forms does not necessarily include the Customer on the BIG BLUE TRUCKING Database**
- **Inclusion on the BIG BLUE TRUCKING database is the sole discretion of BIG BLUE TRUCKING management**
- **These forms must be completed in full before any business is conducted with BIG BLUE TRUCKING**

List of Required Documents

Please tick each item as you confirm attachment to this form

✓ Tick	Item	Remarks/Notes
	Copy of Company Registration Documents	
	Confirmation of VAT Registration	
	Copy of Identity Document/s of Surety/ies	
	Proof of Physical Address	



Company / Customer Classification (Please tick the relevant box or boxes)

Manufacturer	Importer	Distributor	Services
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List all partners, members, directors and shareholders (compulsory)

Name	Position	Percentage Shareholding / Members' Interest	Citizenship	ID Number

Details of First Surety:

Name														
Identity Number														
Telephone Number														
Cell phone Number														
Physical Address														

Details of Second Surety:

Name														
Identity Number														
Telephone Number														
Cell phone Number														
Physical Address														



Contact Person (Purchasing) in your company:

Name															
Company Position															
Telephone Number															
Cell phone Number															
Email Address															

Declaration of relationships with Big Blue Trucking Personnel:

Name															
Company Position															
Telephone Number															
Cell phone Number															

Assets Value / Turnover

Does the asset value or annual turnover of your company exceed R1 000 000,00?

Yes	
No	

Banking Details:

Bank	
Branch Code	
Account Number	
Account type	
Date Opened	
Personal Banker	



National Branches:

Please tick appropriate boxes

Gauteng	Kwa-Zulu Natal	Western Cape	
Mpumulanga	Free State	Eastern cape	
North West	Northern Province	Northern Cape	

Company References :

	Company	Contact numbers	Contact Person	Monthly Spend
1.				
2.				
3.				
4.				
5.				

RECORDALS BY SIGNATORY FOR THE CUSTOMER

I the undersigned signatory of this application form on behalf of the CUSTOMER hereby warrant that I have authority to sign on behalf of the CUSTOMER and hereby warrant that the above information is true and correct, acknowledging that BIG BLUE TRUCKING relies on such information and undertakings in granting credit to the CUSTOMER, and that I will be personally liable to BIG BLUE TRUCKING for any breach of any warranty or undertaking given herein.

The Standard Terms and Conditions of Trade hereunder are hereby deemed to apply to all services rendered by BIG BLUE TRUCKING, or its sub-contractor, to the CUSTOMER, which terms and conditions are not capable of being cancelled or varied unless such cancellation or variation is in writing and signed by BIG BLUE TRUCKING.

This form was completed by:

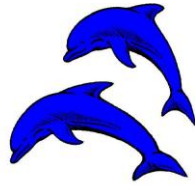
Name	
Designation	
Contact Numbers	
Signature	



DEED OF SURETYSHIP

I/We the undersigned, by my/our signature to this credit application form do hereby personally bind myself/ourselves as surety/sureties for and co-principle debtor/s in sodium with the customer for the due and punctual payment by the customer to BIG BLUE TRUCKING of any and all amounts which may now or in the future be or become owing to it by the customer. I/we renounce the benefits of excussion and division, which I/we declare to understand. I/we warrant that I/we am/are not married in community of property.

_____	_____
Signature of Surety	Signature of Surety
_____	_____
Full name of Surety	Full name of Surety
I.D. _____	I.D. _____
PHYSICAL ADDRESS	PHYSICAL ADDRESS
_____	_____
_____	_____
_____	_____
TELE NO.	TELE NO.
_____	_____



BIG BLUE TRUCKING

FOR OFFICE USE ONLY	
1.	
2.	
3.	APPLICATION STATUS
	APPROVED
	REJECTED
4.	CREDIT LIMIT:
5.	BIG BLUE TRUCKING MANAGER:



STANDARD TERMS AND CONDITIONS OF TRADE

1. DEFINITIONS

- 1.1. In these conditions the words defined shall have the meanings assigned hereunder:-
- 1.1.1. BIG BLUE TRUCKING CC (Registration. No 2002/088363/23);
 - 1.1.2. "the CUSTOMER" - The Customer as defined in the Credit Application form to which these conditions are annexed;
 - 1.1.3. "the SERVICES" - mean the transportation services to be rendered by Big Blue Trucking to the Customer to convey goods in accordance with the provisions of this agreement.

2. CONCLUSION OF CONTRACT

- 2.1. The CUSTOMER may place an order in respect of the SERVICES orally or in writing, which order shall constitute the CUSTOMERS' offer.
- 2.2. BIG BLUE TRUCKING shall be entitled to accept the CUSTOMERS' order in whole or in part, or to decline any order.
- 2.3. Each order and/or rendering of SERVICES shall constitute a separate contract in respect of the SERVICES forming the subject matter of such order and/or SERVICES.
- 2.4. Upon acceptance by BIG BLUE TRUCKING of the CUSTOMERS' order, a contract upon the terms set forth in these conditions shall be deemed to have been concluded between the CUSTOMER and BIG BLUE TRUCKING in respect of the SERVICES which BIG BLUE TRUCKING has agreed to supply. Should any provisions of any order conflict with any of the terms contained herein, then these conditions shall prevail.
- 2.5. Every undertaking to render the SERVICES is subject to the condition that BIG BLUE TRUCKING, its subsidiary or sub-contractor has available a suitable vehicle or vehicles to render the SERVICES at the necessary time.



- 2.6. BIG BLUE TRUCKING shall be entitled at any time by notice to the CUSTOMER, to cancel or resile from any agreement to render these SERVICES where it becomes impractical or uneconomical for the BIG BLUE TRUCKING to carry out the SERVICES, in which event the CUSTOMER shall have no claim whatsoever against the BIG BLUE TRUCKING for any loss that the CUSTOMER may incur as a result thereof.

3. QUOTATIONS

- 3.1. All quotations are subject to the conditions contained herein.
- 3.2. Any quotation for classes of goods and destinations not covered by the Certificate issued to the BIG BLUE TRUCKING under the Motor Carrier Transportation Act, are given on condition that a temporary Certificate can be obtained under the Act.
- 3.3. All quoted amounts by BIG BLUE TRUCKING shall be subject to:-
- 3.3.1. Goods being transported on a one stop basis with the CUSTOMER being liable for any additional charges necessarily incurred should BIG BLUE TRUCKING be required to make further stops for the loading and offloading of such goods;
- 3.3.2. A maximum of three (3) hours being allocated for each of the loading and offloading of the goods. Any delays in excess of such time period shall attract additional charges by BIG BLUE TRUCKING to the CUSTOMER at BIG BLUE TRUCKING' normal charges and rates for such standing time.
- 3.4. All quotations are based on:-
- 3.4.1. The prevailing market conditions on the date upon which the quotation is given;
- 3.4.2. The description of goods given by the CUSTOMER and the dimensions and/or mass of the goods to be transported.
- 3.5. All quotations shall remain fixed for a period of fourteen (14) days unless:-
- 3.5.1. there is any change in the prevailing market conditions which impacts directly on BIG BLUE TRUCKING' costs (by way of example - an increase in fuel costs or toll



charges) which come into effect after the date of quotation;

3.5.2. the nature, dimensions or mass of the goods quoted are incorrect; and

3.5.3. BIG BLUE TRUCKING and the CUSTOMER agree to a variation of the quotation.

3.6. In the event of the provisions of sub-paragraph 3.5.1 to 3.5.3 being applicable, the amount quoted by BIG BLUE TRUCKING shall increase and the CUSTOMER shall be obliged to pay such varied amount.

4. LIABILITY

4.1. The BIG BLUE TRUCKING shall not be liable for any loss of or damage to goods in relation to the SERVICES, or for any damage (direct, indirect or consequential) arising out of such loss or damage, either to the CUSTOMER or to any other person, whether through any act of negligence of BIG BLUE TRUCKING its agents or sub-contractors, howsoever arising, and the CUSTOMER indemnifies BIG BLUE TRUCKING against any claim in respect of or arising out of the SERVICES rendered in terms hereof, it being expressly acknowledged that goods are carried at the CUSTOMERS' risk.

4.2. BIG BLUE TRUCKING does not accept any responsibility for demurrage charges, or for any charges for the loading or unloading of goods or for the storage of same.

4.3. BIG BLUE TRUCKING shall not be liable for any loss or damage that the CUSTOMER may incur arising out of any delay in rendering the SERVICES.

4.4. Notwithstanding the foregoing and should any competent Court or authority grant a judgment in terms of which BIG BLUE TRUCKING is held liable, then in such event, the amount payable to the CUSTOMER in respect of such loss or damage shall not exceed the quoted price for the SERVICES.

4.5. BIG BLUE TRUCKING shall not be responsible for any loss or damage arising from the loading or offloading of the goods and the CUSTOMER indemnifies BIG BLUE TRUCKING against any claim which may be brought against it arising out of such loading, offloading,



overloading, unsafe loading or out of any defective loading of the goods concerned.

5. INSURANCE

- 5.1. Big Blue Trucking CC conducts business as a transporter of goods on behalf of its customers. As such Big Blue Trucking CC considers itself to be a Bailee. A Bailee can be defined as a person or entity that legally holds goods of another, for either payment or gratuity, and has a responsibility to take reasonable care of the goods and look after them as if it was his own.
- 5.2. In accordance with the Short Term Insurance Act 53 of 1998, Big Blue Trucking CC may not insure its CUSTOMER's goods or arrange insurance for its CUSTOMERS as Big Blue Trucking CC is not a licenced financial services provider, registered insurer or a binder holder with a registered insurer. However, as a Bailee Big Blue Trucking CC is entitled to insure its liability to its CUSTOMERS in respect of the goods in its care and/or control.
- 5.3. Should Big Blue Trucking CC elect to insure its liability to its CUSTOMERS in respect of the goods in its care and/or control, then in the absence of any written instruction to the contrary, Big Blue Trucking CC hereby limits its liability to,
- 5.3.1. R750,000 per load
 - 5.3.2. claims where the cause can be entirely attributed to the negligence of Big Blue Trucking CC
 - 5.3.3. claims which are recoverable in terms of the elected liability insurance policy.
- 5.4. Should Big Blue Trucking CC elect to insure its liability to its CUSTOMERS in respect of the goods in its care and/or control then the customer shall be entitled to a copy of the terms and conditions of such a policy and hereby agrees to the terms and conditions thereof.
- 5.5. In the event of the insurance company failing or refusing to pay any claim in respect of goods being transported the CUSTOMER shall not have any claim against BIG BLUE TRUCKING and any such claim shall be enforceable directly against the insurance



company only.

- 5.6. No provision contained herein shall be a basis for any insurance company to repudiate or avoid liability in the event of BIG BLUE TRUCKING insuring against any risk, loss or damage that otherwise would have been excluded in terms hereof.

6. DAMAGE TO VEHICLES

The CUSTOMER shall be liable for any damage that is caused to BIG BLUE TRUCKING' or its sub-contractors' vehicles while during the loading or off-loading of goods at the CUSTOMERS' premises and the CUSTOMER shall be responsible for restoring the vehicle to the condition prior to such damage being incurred.

7. LOADING / OFFLOADING

- 7.1. The CUSTOMER shall make all necessary arrangements for the loading or offloading of BIG BLUE TRUCKING' or its sub-contractors' vehicles. BIG BLUE TRUCKING shall not be responsible for the loading and offloading of goods unless prior written arrangements have been made with and accepted by BIG BLUE TRUCKING. The CUSTOMER undertakes to ensure the correct legal dimensions and weight distribution over the axels of the vehicles used and any fines or additional costs incurred by BIG BLUE TRUCKING or its sub-contractors' arising out of unlawful dimensions of the goods carried or weight distribution shall be for the CUSTOMERS' account.
- 7.2. The CUSTOMER undertakes to arrange for suitable personnel and equipment to ensure the loading and offloading of the goods and indemnifies BIG BLUE TRUCKING and holds it harmless against all costs, expenses, claims, losses, damage, or injuries to any person or property and whether direct or indirect, arising out of or during the course of such loading or offloading of goods.
- 7.3. The CUSTOMER, owners and consignees of any goods and their agents, warrant to BIG BLUE TRUCKING the accuracy of all descriptions, values and other particulars furnished to



BIG BLUE TRUCKING for customs, consular and other purposes, and they shall be deemed to have indemnified BIG BLUE TRUCKING against all losses, damages, expenses and finds arising out of any inaccuracy or omission in relation to the goods.

8. ALLOCATION OF VEHICLES

BIG BLUE TRUCKING allocates vehicles to carry out the SERVICES a minimum of twenty four (24) hours prior to the date of rendering of the SERVICES. Any cancellation of a vehicles allocated in respect of an accepted quotation will be subject to a cancellation fee or R_____ (_____).

9. SUB-CONTRACTING

BIG BLUE TRUCKING shall be entitled to employ sub-contractors and/or agents to attend to the SERVICES on its behalf. In the event of BIG BLUE TRUCKING employing a sub-contractor or agent all the terms and conditions exempting BIG BLUE TRUCKING from liability and requiring the CUSTOMER to indemnify BIG BLUE TRUCKING are hereby included and shall apply *mutatis mutandis* in favour of such sub-contractor and/or agent.

10. PAYMENT

10.1. In respect of each contract of service the amount payable by the CUSTOMER to BIG BLUE TRUCKING shall be paid within thirty (30) days from date of presentation of an invoice by BIG BLUE TRUCKING to the CUSTOMER.

10.2. In the event of BIG BLUE TRUCKING accepting any post dated cheques, promissory notes or other bills of exchange from the CUSTOMER in respect of any indebtedness of the CUSTOMER, then the acceptance by BIG BLUE TRUCKING of same shall be without prejudice to its rights in terms of sub-paragraph 10.1 and 10.8.

10.3. Should payment for the SERVICES not be made on due date, the CUSTOMER shall be obliged to pay interest on the amount at the rate of 2% per month or, in the event of the CUSTOMER being a consumer that falls within the ambit of the protection of the National



Credit Act, 34 of 2005, as amended, the interest payable by the CUSTOMER on the outstanding amount shall be that determined from time to time applicable to incidental credit agreements in terms of the said Act.

- 10.4. In the event of a dispute between BIG BLUE TRUCKING and the CUSTOMER all amounts which may in future become due to BIG BLUE TRUCKING shall be deemed immediately due and the CUSTOMER acknowledges that BIG BLUE TRUCKING has the right to retain any goods in its possession as a lien for monies due.
- 10.5. Where credit has not been approved in writing by BIG BLUE TRUCKING, payment shall be strictly cash on delivery.
- 10.6. All payments shall be made at BIG BLUE TRUCKING' place of business or by electronic funds transfer into BIG BLUE TRUCKING' banking account, with the confirmation of such deposit being transmitted to BIG BLUE TRUCKING.
- 10.7. The CUSTOMER shall pay to BIG BLUE TRUCKING the full amount stated on BIG BLUE TRUCKING' invoice on due date, without deduction or setoff.
- 10.8. BIG BLUE TRUCKING shall be entitled to claim immediate payment of any amount payable by the CUSTOMER to BIG BLUE TRUCKING notwithstanding any earlier agreement for credit, whether same is due for payment or not in the event of:-
 - 10.8.1. the CUSTOMER failing to pay any amount on due date; or
 - 10.8.2. any cheque promissory note or other bill of exchange given to BIG BLUE TRUCKING in respect of any indebtedness of the CUSTOMER under the contract being dishonoured by non-payment; or
 - 10.8.3. application is made or a resolution is passed for the provisional or final sequestration or winding up or judicial management of the CUSTOMER; or
 - 10.8.4. the CUSTOMER commits any act of insolvency in terms of Section 8 of the Insolvency Act; or



- 10.8.5. the CUSTOMER enters into any compromise with its creditors; or
- 10.8.6. the CUSTOMER ceases the conduct of its business; or
- 10.8.7. the CUSTOMER fails to satisfy any default judgment granted against it within seven (7) days after date of judgment.

10.9. In the event of circumstances arising over which BIG BLUE TRUCKING has no reasonable control which would impact on the commercial viability to BIG BLUE TRUCKING of rendering the SERVICES, BIG BLUE TRUCKING reserves the right to cancel the contract. Should BIG BLUE TRUCKING be prevented for any reason from delivering the goods to the specified destination, BIG BLUE TRUCKING shall have the right to deliver to the nearest reasonable destination or to make use of any reasonable alternate route for the purpose of fulfilling the contract. If, in doing so BIG BLUE TRUCKING is required to travel additional distance, it shall be entitled to reasonable payment in respect thereof. BIG BLUE TRUCKING shall be entitled, at its discretion, to transfer goods to which the SERVICES relate from any vehicle to another and, pending such transfer, to keep the goods in such place as BIG BLUE TRUCKING deems suitable.

11. DUTIES AND TAXES

The CUSTOMER, owners and consignees and their agents shall be liable for any duty, tax, imposts or outlays of whatsoever nature levied by the authorities at any port or place for or in connection with the goods and for any payments, fines, expenses, loss or damage incurred or sustained by BIG BLUE TRUCKING in connection therewith.

12. LIEN

- 12.1. BIG BLUE TRUCKING shall have a lien over all goods (and all documents relating to the goods) as security for any amounts owing to it by the CUSTOMER.
- 12.2. BIG BLUE TRUCKING shall be entitled to hold all goods as security for any amounts which may be due and payable to it by the CUSTOMER from any cause howsoever



arising.

12.3. Notwithstanding anything herein contained to the contrary, the CUSTOMER in contracting with BIG BLUE TRUCKING is deemed to contract in a principal capacity, and not in a capacity as an agent. Accordingly ownership of all goods in respect of the SERVICES shall at all material times be deemed to vest in the CUSTOMER.

13. JURISDICTION

The CUSTOMER hereby consents to the jurisdiction of the Magistrate's Court to determine any action or proceeding which may arise under or in connection with these trading terms and conditions, but without prejudice to BIG BLUE TRUCKING' right to bring proceedings in the High Court where such proceedings would, but for the foregoing consent, fall outside the jurisdiction of the Magistrate's Court.

14. CONDITIONS OF GENERAL AND FUTURE APPLICATION

These conditions shall apply to any other or additional work and/or transport carried out for and on behalf of the CUSTOMER, whether or not the CUSTOMER's attention has been specifically drawn to these terms and conditions as being applicable to the contract governing the relationship. It shall therefore be construed that the CUSTOMER has agreed that all terms and conditions herein contained shall apply to all future and/or additional transport work carried out for and on behalf of the CUSTOMER by the BIG BLUE TRUCKING and/or any of its sub-contractors or agents.

15. WHOLE AGREEMENT

No term and condition contained in any letter, telefax, e-mail, order, or other such like document of the CUSTOMER, or stipulated orally by or on behalf of the CUSTOMER, aside from those terms and conditions contained herein shall form part of any contract concluded between it and BIG BLUE TRUCKING. This contract alone shall govern the relationship between BIG BLUE TRUCKING and



its CUSTOMER, and expressly excludes the terms and conditions of trading of such CUSTOMER as contained in any of the CUSTOMER's delivery notes, orders and/or invoices, and the like.

16. NO VARIATION

16.1. No warranty or representation other than those expressly contained herein shall be of any force and effect against the BIG BLUE TRUCKING, unless same is contained in writing and signed for and on behalf of the BIG BLUE TRUCKING by an authorised representative.

16.2. No amendment, variation or consensual cancellation of any terms hereof, including this clause, shall be of any force and effect unless such amendment, variation and/or consensual cancellation is reduced to writing and signed by a duly authorised representative of BIG BLUE TRUCKING.

17. NON-WAIVER

No indulgence, latitude, extension of time or the like granted by BIG BLUE TRUCKING to the CUSTOMER shall in any way whatsoever be construed as a novation or waiver of any other rights which BIG BLUE TRUCKING may have against the CUSTOMER, nor may it operate as an estoppel against BIG BLUE TRUCKING.

18. SEVERABILITY

Each of the terms hereof is severable from the rest of the terms contained herein which terms shall remain of full force and effect, should any one term be found to be invalid for any reason, or, without limiting the generality hereof, *contra bona mores*.

19. DOMICILIA

19.1.1. Any notice by the one party to the other shall be given in writing by post, telefax or delivery by hand:-

19.1.2. to BIG BLUE TRUCKING at its place of business;



19.1.3. to the CUSTOMER at the physical address as set out in its Credit Application form which addresses each party chooses as its domicilium citandi et executandi.

19.2. The parties shall be entitled to change the addresses as referred to in sub-paragraph 19.1 from time to time provided that any address selected by either of them shall be situated in the Republic of South Africa and any such change shall only become effective upon receipt of notice in writing by the other party of such change.

Signed at _____ on this the _____ day of _____ 20____

Signature of the CUSTOMER

Signature of BIG BLUE TRUCKING

Full name of CUSTOMER

Full name of BIG BLUE TRUCKING

ID: _____

ID: _____