

STANDARD TERMS AND CONDITIONS
OF CARRIAGE

Between:

ORANGE PALLET (PTY) LTD
t/a ORANGE LOGISTICS
(Registration No:)

and

THE CARRIER

1 DEFINITIONS AND INTERPRETATION

1.1 In this document, except where the context clearly indicates the contrary:

1.1.1 "**Business Day**" means any day other than a Saturday, Sunday or South African Public Holiday;

1.1.2 "**Carrier**" means the transport service provider appointed by Orange to provide the Services and includes the Carrier's personnel;

1.1.3 "**Cession**" means a cession of all the Carrier's right title and interest in and to any insurance claim in respect of Goods conveyed by the carrier on behalf of Orange, a draft copy is annexed hereto marked Annexure "A"

1.1.4 "**Clients**" means clients for whom Orange has agreed to provide the services;

1.1.5. "**CHEP P.O.D**" means all original documents evidencing the transfer of the CHEP account signed by a duly authorized representative of the recipient. *(drafting note to be discussed)*

1.1.6 "**Collection Point**" means the address from which the Carrier must collect the Goods for delivery;

1.1.7 "**Delivery Charges**" means the total amount payable for the Services agreed by the parties telephonically and reflected in the applicable Loadcon issued by Orange and in the Carrier's corresponding Tax Invoice;

1.1.8 "**Delivery Documents**" means the detailed signed and stamped collection and delivery load schedules and notes issued by the Clients and/or the Carrier for the Goods in respect of which the Carrier provides the Services;

- 1.1.9 **"Document Submission Date"** means midday on the 20th day of a Calendar Month, or if that day is a Saturday, Sunday or South African Public Holiday, midday on the last Business Day Annexure before the 20th day of the calendar Month;
- 1.1.10 **"Drivers"** means the drivers of the Vehicles appointed by the Carrier to perform the Services;
- 1.1.11 **"Drop-off Point"** means the address specified in the Delivery Documents to which the Carrier must deliver the Goods;
- 1.1.12 **"Dunnage"** means lashing equipment, tarpaulins, chocks, pallets, pipes and/or other items used to secure the Goods in or on the Vehicle and protect the Goods during transport;
- 1.1.13 **"Goods"** means the goods in respect of which the Carrier provides the Services, including anything onto, or into, which the Goods are consolidated or packed for transport, such as containers, trailers, flats, tilts, transportable tanks, igloos, ISO-tainers and pallets;
- 1.1.14 **"Loadcon"** means a load confirmation order notice issued by Orange to the Carrier confirming the Services which the parties have agreed the Carrier is to perform, including the date on which the Services are required, the value of the Goods and the applicable Delivery Charges;
- 1.1.15 **"GRV"** means an original Goods Received Voucher when goods are delivered to a distributor, signed by a duly authorized representative of the recipient;
- 1.1.16 **"NRTA"** means the National Road Traffic Act, 93 of 1996, as amended from time to time;
- 1.1.17 **"Orange"** means Orange Pallet (Pty) Ltd t/a Orange Logistics;

1.1.18 “**Payment Date**” means a date within 30 (thirty) days from the date of receipt by Orange of the Payment Documents. (*drafting note to be discussed*)

1.1.19 “**Payment Documents**” means:

1.1.19.1 the Carrier’s original Tax Invoice in respect of the Services provided containing an accurate description of the Services, the date on which they were provided, the applicable Delivery Charges and the Loadcon number to which the VAT invoice relates;

1.1.19.2 original copies of properly completed and signed Delivery Documents reflecting an accurate description of the Goods delivered, the Collection Point and Drop-off Point, date of delivery and the relevant Loadcon number to which the Delivery Documents relate; and

1.1.19.3 where applicable, properly completed documentation evidencing the transfer of possession and use of any Chep pallets, including the obligation to pay the hire fee in respect of such pallets, to the recipient of the Goods;

1.1.20 “**Personnel**” means officers, directors, employees, agents and subcontractors;

1.1.21 “**P.O.D.**” means all original documents evidencing proof of delivery of the goods in terms of the Loadcon (including, without derogating from the generality of the afore going, a GRV when goods are delivered to a distributor) signed by a duly authorized representative of the recipient;

1.1.22 “**RTA**” means the Road Transportation Act, 29 of 1989;

1.1.23 “**Services**” means the conveyance of the Goods from the Collection Point to the Drop-off Point in a Vehicle in accordance with the Loadcon and these STC’s, and includes associated services such as warehousing, loading and unloading of the Goods;

1.1.24 “**STC’s**” means these Standard Terms and Conditions of Carriage;

1.1.25 “**Underwriter’s Certificate**” means a certificate by the Carrier’s insurer confirming that;

1.1.25.1 The Carrier has taken out the insurance cover to cover all the risks which the Carrier has undertaken in terms of these STCs;

1.1.25.2 All premiums in respect of the insurance cover contemplated in 1.1.22 have been paid and are up to date;

1.1.25.3 The Carrier’s insurer has noted the Cession in its records;

1.1.25.4 The Carrier’s insurer will make payment of any claim contemplated in these STCs directly to Orange or its nominee;

A draft copy whereof is annexed hereto marked Annexure “B”.

1.1.26 “**Vehicle**” means the mode of transport used by the Carrier, upon or in which the Goods are transported.

1.2 Any substantive provision, conferring rights or imposing obligations on a Party and appearing in any of the definitions in this clause 2 or elsewhere in this agreement, shall be given effect to as if it were a substantive provision in the body of the agreement.

- 1.3 Words and expressions defined in any clause shall, unless the application of any such word or expression is specifically limited to that clause, bear the meaning assigned to such word or expression throughout this agreement.
- 1.4 Where figures are referred to in numerals and in words, and there is any conflict between the two, the words shall prevail, unless the context indicates a contrary intention.
- 1.5 A reference to any statutory enactment shall be construed as a reference to that enactment as at the date of this agreement and as amended or substituted from time to time.
- 1.6 where this agreement requires a Party to use “reasonable endeavours” in relation to an act or omission, that Party shall do all such things as are or may be reasonably necessary or desirable so as to achieve that act or to omit taking an action, unless the Parties agree that it is not reasonable to take the action or to omit taking an action.
- 1.7 The words “include” and “including” mean “include without limitation” and “including without limitation”. The use of the words “include” and “including” followed by a specific example or examples shall not be construed as limiting the meaning of the general wording preceding it. The application of the *eiusdem generis* rule is therefore excluded.
- 1.8 Reference to “days” shall be construed as calendar days unless qualified by the word “business”, in which instance a “business day” shall be any day other than a Saturday, Sunday or public holiday as gazette by the government of the Republic of South Africa from time to time. Any reference to “business hours” shall be construed as being the hours between 08h30 (eight hours and thirty minutes) and 17h00 (seventeen hours) on any business day. Any reference to time shall be based upon South African Standard Time.

- 1.9 Unless specifically otherwise provided, any number of days prescribed shall be determined by excluding the first and including the last day or, where the last day falls on a day that is not a business day, the next succeeding business day.
- 1.10 Any reference to a Party includes its permitted successors, assigns, delegates, employees, representatives, agents, servants and contractors.
- 1.11 Since this agreement is the product of negotiations between the Parties, the *contra proferentem* rule of construction shall not apply nor shall this agreement be construed in favour of or against any Party by reason of the extent to which any Party or its professional advisors participated in the preparation of this agreement. No provision herein shall be construed against or interpreted to the disadvantage of a Party by reason of such Party having or being deemed to have structured, drafted or introduced such provision.
- 1.12 The expiration or termination of this agreement shall not affect such of the provisions of this agreement which expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.
- 1.13 This agreement shall be governed by and construed and interpreted in accordance with the law of the Republic of South Africa.

2. BACKGROUND

- 2.1 Orange wishes to engage the Carrier to render the Services on its behalf on the terms and conditions set in the STC's.
- 2.2 The Carrier wishes to render the Services for and on behalf of Orange on the terms and conditions set out in the STC's.

3. APPOINTMENT

- 3.1 Orange appoints the Carrier to provide the Services to Orange in respect of the Clients.
- 3.2 The Carrier may not without Orange's prior written consent, cede, assign or subcontract any of its obligations in terms of these STC's to any third party.
- 3.3 If the Carrier appoints a sub-contractor to perform the Services requested by Orange, such sub-contract does not relieve the Carrier of any of its obligations in terms of these STC's and it is responsible to Orange for the act and omissions of its sub-contractor as if they were acts and omissions of the Carrier.
- 3.4 The Carrier must ensure that all its sub-contractors abide by the provisions of these STC's as if they were the Carrier.

4 **THE CARRIER'S OBLIGATIONS**

THE LOADCON

- 4.1 Orange may from time to time request the Carrier to provide the Services. Orange will issue the Carrier with a Loadcon confirming the details of the Services to be provided, including the agreed Delivery Charges.
- 4.2 The Carrier is deemed to have accepted the contents of the Loadcon on the earlier of the date on which the Carrier receives a copy of the Loadcon from Orange or the date on which the Carrier commences providing the Services.

COLLECTION AND DELIVERY

- 4.3 On the date and at the time specified in the Loadcon, the Carrier must collect the Goods from the Collection Point and deliver them to the Drop-off Point specified in the Delivery Documents using a Vehicle which is

suitable for the nature and quantity of the Goods specified in the Loadcon.

- 4.4 If for any reason the Carrier is unable to provide the Services on the specified dates and times, the Carrier must immediately notify Orange of the delay by telephone and e-mail confirming such telephonic notification.
- 4.5 On collecting the Goods from the Collection Point, the Carrier must satisfy itself that the Goods made available for collection match the quantity and types of Goods described in the Delivery Documents and that such Goods are suitably packaged for safe loading and transport. If in the Carrier's opinion, the Goods made available for collection do not match the Goods described in the Delivery Documents in any respect, or the Goods are not suitably packaged, are not in a clean, dry condition or appear to be damaged or leaking, the Carrier must not load the Goods and must immediately notify Orange thereof telephonically and thereafter confirm such telephonic communication by e-mail.
- 4.6 The Client is responsible for the loading of the Goods on the Vehicle. The Carrier must ensure that the Goods are properly secured in or on the Vehicle, and provide sufficient Dunnage to secure the Goods and safely transport them from the Collection Point to the Drop-off Point.
- 4.7 The Carrier must further ensure that the weight of the load is correctly distributed across the Vehicles axles and that the gross weight of the loaded Vehicle does not contravene applicable legislation. The Carrier is liable for any fines which are payable in respect of any gross overloading of the Vehicle or any of its axles.
- 4.8 On collection of the Goods, the Carrier must ensure that it procures original properly completed, signed, stamped and dated Delivery Documents from the Client. In the event that the Carrier fails to procure such original Delivery Documents, the Carrier must request written confirmation from Orange that copies of such original Delivery

Documents are acceptable to Orange. If the copies of such documents are not acceptable to Orange, Orange shall not be required to make payment to the Carrier for the services rendered in relation to such Delivery Documents. On delivery of the Goods the Carrier must ensure that it procures an original, properly completed, stamped and dated POD and CHEP POD where applicable.

BREAKDOWNS, ACCIDENTS AND HIJACKINGS

- 4.9 If whilst delivering the Goods, a Vehicle breaks down, is hijacked or is involved in an accident the Carrier must within 1 (one) hour of the incident occurring, notify Orange thereof (which notification, if telephonic, must be confirmed in writing) and in the case of an accident or hijacking, must immediately report the incident to the South African Police Services and provide Orange with the applicable case number under which the accident or hijacking has been reported.
- 4.10 If any of the aforementioned incidents are not reported to Orange in writing within 1 (one) hour of the time at which they occurred, Orange may at its election, reject the entire load of Goods at the Drop-off Point. The Carrier will be liable for all losses calculated based on the Freight on Truck price of the Goods determined by the Client, plus any dead freight or short shipment penalties that may be issued to Orange by the Client.
- 4.11 Unless otherwise instructed by Orange, the Carrier must:
- 4.11.1 immediately provide an alternative Vehicle at the Carrier's expense, to deliver the Goods to the Drop-off Point within a reasonable time; and
 - 4.11.2 ensure that the Vehicle is appropriately protected and provide such security as is necessary in this regard, until the Carrier provides an alternative Vehicle to transport the Goods.
- 4.12 If the Carrier fails to do so, Orange may, but is not obliged to, arrange for the necessary security and appoint another Carrier to deliver the

Goods to the Drop-off Point and may recover the costs of doing so from the Carrier on demand.

- 4.13 If as a result of providing the Services, the Carrier causes an environmental contamination of any nature, the Carrier must at its cost, clean up the contamination in accordance with the applicable environmental legislation.
- 4.14 The Carrier is liable for any loss or damages arising from the breakdown, hijacking of a vehicle or an accident as contemplated in 4.9.

DAMAGES AND STOLEN GOODS

- 4.15 The Carrier is liable for any damage to, loss or theft of Goods during transit. Damage to the Goods for which the Carrier is liable includes but is not limited to any contamination or other change in the condition of the Goods arising as a direct or indirect consequence of the Services provided by the Carrier and/or its duly authorized agent or sub-contractor.
- 4.16 If any Goods have been damaged or stolen in transit, the Carrier must immediately notify its insurers thereof and take all necessary steps to institute a claim in respect of the damaged and/or stolen Goods.
- 4.17 The Carrier must liaise with the Client regarding the safe and appropriate disposal of the damaged Goods and must at the Carrier's cost, carry out the Client's instructions in that regard.
- 4.18 Should an investigation be held as a result of loss or theft of the Goods, then the Carrier agrees to co-operate with Orange and/or the authorities, and promptly provide all requested information and assistance in relation to the investigation.

THE DRIVERS

- 4.19 The Carrier must ensure that:
- 4.19.1 the Drivers are honest, competent, reliable, of sober habits, courteous and are neatly dressed;
 - 4.19.2 the Drivers are literate, fluent in English language and trained to use a cellular phone;
 - 4.19.3 whilst providing the Services, none of the Drivers are under the influence of alcohol, drugs or other prohibited substances or any substances which detrimentally affect their performance;
 - 4.19.4 whilst providing the Services, at all times whilst at the Collection Points and Drop-off Points, the Drivers comply with the relevant safety and other rules ("Site Rules") applicable at the Collection Points and Drop-off Points;
 - 4.19.5 the Drivers are at all times fully equipped with, and wear whenever required to do so by law or the Site Rules, all necessary personal protection equipment for the Services being performed, including reflective overalls, hard hats and safety shoes or boots, which must be carried in the Vehicles at all times;
 - 4.19.6 ensure that the Drivers consent to searches by the security personnel at the Collection Points and Drop-off Points of their persons, possessions, Vehicles and/or equipment and/or submit to breathalyser tests, as and when required.

COMPLIANCE WITH LAWS

- 4.20 The Carrier must at all times comply with all laws, by-laws, any other collection agreements which are binding upon the Carrier and/or the Carrier's Personnel, including the NRTA and the RTA, the Regulations promulgated in terms of those statutes and any other law which deals

with road transport, or the Vehicles or their use for the provision of the Services and, in particular, the Carrier must:

- 4.20.1 obtain and maintain the necessary certificates, permits, licences and/or exemptions as prescribed in the NRTA and the RTA, the Regulations promulgated in terms of those statutes and any other law which deals with road transport, and deliver copies of the relevant documentation to Orange on request; and
- 4.20.2 pay all traffic fines and other penalties arising from the contravention by the Carrier or the Carrier's Personnel of the NRTA or the RTA.

5 DELIVERY CHARGES AND PAYMENT

- 5.1 Unless otherwise agreed by the parties in writing, in return for the Services, Orange must pay the Carrier the Delivery Charges.
- 5.2 On or before the Document Submission Date, the Carrier must provide Orange with the Payment Documents for the Services provided from the 20th day of the preceding Calendar Month.
- 5.3 Unless the parties agree otherwise in writing and provided that Orange has received all the necessary Payment Documents by the Document Submission Date, Orange shall pay the Delivery Charges to the Carrier on or before the Payment Date, by electronic funds transfer into a bank account nominated by the Carrier in writing.
- 5.4 If Orange disputes any of the Delivery Charges in respect of any Services provided, including in relation to Goods which have been damaged or stolen in transit, Orange may withhold payment of the Delivery Charges in respect of those Services until the dispute has been resolved or Orange's claim has been settled in full, and the Carrier may not cancel or interrupt the Services as a result thereof.

- 5.5 Orange may set off against any amount which it owes to the Carrier, any amount which the Carrier owes to Orange, including damages relating to Goods which are damaged or stolen during transit. (*drafting note to be discussed*)

6 WARRANTIES AND REPRESENTATIONS

The Carrier warrants that:

- 6.1 It is an expert in the field of logistics, including amongst other things, road transport and warehousing services, and will perform the Services at least to an expert standard.
- 6.2 It is in possession of all valid permits, consents and other approvals required to lawfully provide the Services.
- 6.3 The Drivers are in possession of valid and appropriate driver's licences and professional driving permits, free of endorsements, and where necessary, are registered as operators in terms of the NRTA.
- 6.4 The Drivers are properly trained to provide the Services in accordance with these STC's and will comply with all requirements of the NRTA and RTA in relation to the use of the Vehicles.
- 6.5 The Vehicles are, and will at all times be, properly licenced, roadworthy and maintained in good and clean working order and condition.
- 6.6 It is, and will always be, in possession of current and valid certificates of roadworthiness in respect of each Vehicle.
- 6.7 It will on each occasion, provide Vehicles which are suitable for the nature and quantity of the Goods to be transported.
- 6.8 All the Vehicles are, and always will be, compliant with the requirements of the Carrier's insurers and it will on request by Orange, whilst providing the Services, advise Orange of the whereabouts of the Vehicles.

- 6.9 It shall at all times comply with all laws relating to the provision of the Services and the use of the Vehicles, including the laws of any country other than South Africa in which the Collection Points and/or Drop-off Points are located, the NRTA and the RTA and all other road transport legislation; and
- 6.10 It shall not do, and shall ensure that its Personnel, including the Drivers, do not do anything which may prejudice, or bring into disrepute, the reputation of Orange.

7 RISK AND INSURANCE

- 7.1 The Carrier bears all risk in and to the Goods from the time that the Client has finished loading the Goods onto the Vehicle and the Carrier has signed the relevant Delivery Documents acknowledging receipt of the Goods specified in the relevant Delivery Documents, until the time that the recipient of the Goods has finished offloading the Goods at the Drop-off Point.
- 7.2 The Carrier must take out and maintain comprehensive insurance cover for all the risks which the Carrier undertakes in terms of these STC's including, without derogating from the generality of the afore going:-
- 7.2.1 employer's common law liability insurance and personal accident cover, covering the Carrier's and its sub-contractors' liability at common law to their Personnel;
- 7.2.2 sufficient public liability insurance in respect of claims for death of or injury to persons or loss of or damage to the Goods, and environmental contaminations or clean-ups (including medical claims);
- 7.2.3 motor vehicle liability insurance in respect of all the Vehicles; and

- 7.2.4 goods in transit insurance (including for hijacking) in respect of all Goods that are transported by the Vehicles in terms of the provisions of these STC's, to the greater of the value of the Goods as specified in the applicable Loadcon, or R1 000,000,00.
- 7.3 The Carrier shall ensure that it has and maintains Sasria cover whilst undertaking the services and furnishes Orange with proof thereof on demand.
- 7.4 The Carrier's insurance cover does not in any way limit any claim which Orange may have against the Carrier.
- 7.5 On demand, the Carrier must provide Orange with an underwriter's certificate.
- 7.6 On demand, the Carrier must provide Orange with a Cession.
- 7.7 If for any reason, the Carrier's insurance provider repudiates a claim or otherwise fails to make payment to Orange in respect of a claim within 30 days after the claim arose, the Carrier must pay the amount of the claim to Orange on demand, and/or Orange may deduct the amount of any claim (including any excess payable by Orange in respect of any insurance claim which it may lodge) from any Delivery Charges owing by Orange to the Carrier in accordance with the provisions of clause 4.5.

8 NO LIENS

- 8.1 The Carrier will not acquire ownership of any of the Goods by providing the Services.
- 8.2 The Carrier may not, for any reason, retain possession of any of the Goods or any Transport Documents or other documents of title relating to the Goods, and the Carrier hereby waives any lien, hypothec or right of retention of possession which it has or may acquire over any of the

Goods or any Transport Documents or other documents of title relating to the Goods.

- 8.3 To the extent practically possible, the Carrier must ensure that all Goods, Transport Documents and other documents of title which it handles while providing the Services remain free of any lien or right of retention while the Carrier is providing any of the Services in respect thereof.

9 CONFLICT

In the event of a conflict between the STC's and the provisions of any Loadcon, the provisions of these STC's will prevail.

10 NOTICES AND DOMICILIA

- 10.1 The parties choose as their *domicilia citandi et executandi* their respective addresses set out in this clause for all purposes arising out of or in connection with this agreement at which addresses all processes and notices arising out of or in connection with this agreement, its breach or termination may validly be served upon or delivered to the parties.

- 10.2 For purposes of this agreement the parties' respective addresses shall be :

10.2.1 Orange at :

Facsimile number :

Email :

The Carrier at : _____

Facsimile number : _____

Email : _____

or at such other address in the Republic of South Africa of which the party concerned may notify the others in writing provided that no street address mentioned in this sub-clause shall be changed to a post office box or *poste restante*.

10.3 Any notice given in terms of this agreement shall be in writing and shall:

10.3.1 If delivered by hand be deemed to have been duly received by the addressee on the date of delivery;

10.3.2 If posted by prepaid registered post be deemed to have been received by the addressee on the 8th (eighth) day following the date of such posting;

10.3.3 If transmitted by facsimile be deemed to have been received by the addressee on the day following the date of dispatch, unless the contrary is proved;

10.3.4 If transmitted by email be deemed to have been received on the day following the date of sending, unless the contrary is proved.

10.4 Notwithstanding anything to the contrary contained or implied in this agreement, a written notice or communication actually received by one

of the parties from another including by way of facsimile transmission shall be adequate written notice or communication to such party.

11 WHOLE AGREEMENT

This agreement constitutes the whole agreement between the parties as to the subject matter hereof and no agreements, representations or warranties between the parties regarding the subject matter hereof other than those set out herein are binding on the parties, except in respect of the settlement of monies due and payable under any previous agreement between the parties or in respect of the payment for goods or of commissions which payment obligations arose out of the business relationship of the parties which existed prior to the signing of this agreement.

12 VARIATION

No addition to or variation, consensual cancellation or novation of this agreement and no waiver of any right arising from this agreement or its breach or termination shall be of any force or effect unless reduced to writing and signed by all the parties or their duly authorised representatives.

13 RELAXATION

No latitude, extension of time or other indulgence which may be given or allowed by any party to the other in respect of the performance of any obligation hereunder, and no delay or forbearance in the enforcement of any right of any party arising from this agreement, and no single or partial exercise of any right by any party under this agreement, shall in any circumstances be construed to be an implied consent or election by such party or operate as a waiver or a novation of or otherwise affect any of the party's rights in terms of or arising from this agreement or estop or preclude any such party from enforcing at any time and without notice,

strict and punctual compliance with each and every provision or term hereof.

14 COSTS

- 14.1 Each party will bear and pay its own costs and expenses of and incidental to the negotiation, drafting, preparation and implementation of this agreement.
- 14.2 All costs, including attorney and own client costs, incurred by one party arising out of the breach of any of the provisions of this agreement by the other party, shall be borne by the party in breach.

15 SIGNATURE

- 15.1 This agreement is signed by the parties on the dates and at the places indicated in this agreement.
- 15.2 This agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement as at the date of signature of the party last signing one of the counterparts.
- 15.3 The persons signing this agreement in a representative capacity warrant their authority to do so.
- 15.4 The parties record that it is not required for this agreement to be valid and enforceable that a party shall initial the pages of this agreement and/or have its signature of this agreement verified by a witness.

SIGNED at _____ on this _____ the day of
_____ 2018.

ORANGE PALLET (PTY) LTD

SIGNED at _____ on this _____ the day of
_____ 2018.

THE CARRIER
(who hereby warrants that he is duly authorized
to sign this agreement on its behalf)

Full Names: _____

Capacity: _____

AS WITNESSES:

1. _____

2. _____

ANNEXURE "A" - CESSION

I, the undersigned, personally and/or in my capacity as a Director and/or Member of the Carrier, do hereby cede all my rights in and to any insurance claim in respect of the Goods carried as subcontractor on behalf of Orange, to and in favour of Orange, and hereby give authority that any such claim payment must be paid by my insurance company (insurer) directly to Orange.

This cession of rights is irrevocable and I hereby authorise my insurer to recognise this cession as lawful and give effect to this cession and instruction.

FOR: _____

SIGNATURE: _____

(Who warrants that he/she is duly authorised thereto)

Name: _____ Capacity: _____

Date: _____ Place: _____

WITNESSES:

1. _____

2. _____

Company Stamp: _____

ANNEXURE "B" – UNDERWRITER'S CERTIFICATE